

ARTICLE VIII

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SPECIAL COVENANTS

SECTION 8.1. No Warranty of Condition or Suitability by the County. The County makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Lessee's purposes or needs.

SECTION 8.2. County's and Mortgagee's Right of Access to the Project. The Lessee agrees that the County, the Mortgagee and the duly authorized agents of each of them shall have the right at all reasonable times to enter upon the Leased Land and to examine and inspect the Project. The Lessee further agrees that the County, the Mortgagee and their or either of their duly authorized agents shall have such rights of access to the Project as may be reasonably necessary for the proper maintenance of the Project in the event of failure by the Lessee to perform its obligations under Section 6.1 hereof. The County and the Mortgagee shall also be permitted, at all reasonable times, to examine the books and records of the Lessee with respect to the Project.

SECTION 8.3. Lessee to Maintain its Existence; Conditions Under Which Exceptions Permitted. The Lessee agrees that during the Lease Term it will maintain its existence, will not terminate, dissolve or otherwise dispose of all or substantially all of its assets; provided, that the Lessee may, without violating the agreement contained in

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