

this Section, sell or otherwise transfer to another corporation all or substantially all of its assets as an entirety and thereafter terminate or dissolve, provided the transferee corporation, as the case may be, assumes in writing all of the obligations and covenants of the Lessee under this Agreement.

SECTION 8.4. Good Standing in South Carolina. The Lessee warrants that it is presently and throughout the Lease Term it will continue to be a corporation in good standing under all applicable provisions of South Carolina law.

SECTION 8.5. Release of Certain Land. In addition to the rights granted by Section 11.3 hereof, the parties hereto reserve the right at any time and from time to time, but only with the written consent of the Mortgagee, to amend this Agreement for the purpose of effecting the release of and removal from this Agreement and the leasehold estate created hereby (i) of any part of the Leased Land (excepting that upon which the Building is situated) on which the County then proposes to construct improvements for lease to the Lessee or any affiliated entity under another and different lease agreement, or (ii) any part (or interest in such part) of the Leased Land with respect to which the County proposes to convey fee title to a railroad, public utility or public body in order that railroad, utility services or roads may be provided for the Project; provided,