

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1 No Warranty of Condition of 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, including such rights of access to the Project as may be reasonably necessary for the proper maintenance of the Project and including such rights of access as may be reasonably necessary in the event of failure by the Lessee to perform its obligations under Section 6.1 hereof.

SECTION 8.3 Lessee to Maintain its Corporate Existence; Conditions under which Exceptions Permitted. Unless previously consented to by the Mortgagee, the Lessee agrees that during the Lease Term it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets (either in a single transaction or in a series of related transactions) and will not consolidate with or merge into another corporation except as permitted by the Guaranty Agreement.

SECTION 8.4 Qualification in South Carolina. The Lessee warrants that it is, and throughout the Lease Term it will continue to be, duly qualified to do business in South Carolina.

SECTION 8.5 Release of Certain Land. In addition, the parties hereto reserve the right at any time to amend this Lease for the purpose of effecting the release of and removal from this Lease and the