

ARTICLE VIII

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, Mortgagees' and Agent's Right of Access to the Project. The Lessee agrees that the County, the Mortgagees, the Agent and the duly authorized agents of any 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 Mortgagees, the Agent or any 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.

SECTION 8.3. Lessee to Maintain its Existence; Conditions Under Which Exceptions Permitted. The Lessee will not merge or consolidate with any other person or permit any other corporation to merge or consolidate into it, except that the Lessee may merge with another corporation or permit another corporation to merge into it, if the Lessee is the surviving corporation and if after giving effect thereto no event of default shall have occurred under this Agreement, if there shall exist no failure by the Lessee or William L. Hart to observe or comply with the terms and conditions of the Guarantee and the consolidated net worth of the Lessee is not less than that immediately prior to such merger.

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 to the rights granted by Section 11.2 hereof, the parties hereto reserve the right at any time and from time to time, but only with the written consent of the Agent, 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 unimproved part of the Leased Land (excepting that upon which the Building is situated) on which the County then proposes to