

and agreements hereinafter contained to be kept and performed by Lessee, does by these presents demise, lease and let unto Lessee, for the term and upon the conditions hereinafter stated, the premises described in Schedule A attached hereto, together with the computer and research center and other buildings, facilities and improvements to be constructed thereon and appurtenances thereto (said computer and research center and other facilities and improvements and appurtenances thereto being hereinafter called the "Facilities" and the Facilities and said premises being hereinafter collectively called the "Leased Premises");

UNDER AND SUBJECT, however, to deed restrictions, covenants, easements, reservations and rights of way, if any, any state of facts an accurate survey might show, zoning regulations and ordinances, building restrictions and governmental regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and to which the Leased Premises may be subject;

AND UNDER AND SUBJECT to the following terms and conditions; provided, however, that in the performance of the covenants and agreements of the Lessor herein contained, any obligation the Lessor may thereby incur for the payment of money shall be payable solely out of the proceeds derived from this Lease or the sale of the Series A Bonds, and shall not constitute nor give rise to a pecuniary liability of the Lessor or a charge against its general credit or taxing power as provided in the Act.

#### ARTICLE I

##### Concurrent Agreements; Modifications

Section 1.01. Execution. Concurrently herewith Lessor will execute with The South Carolina National Bank of Charleston as Trustee for the holders of the Bonds to be issued by Lessor thereunder, an Indenture of Mortgage and Deed of Trust dated as of April 1, 1971. Lessor and Lessee will execute with the same bank, as depositary, a Construction Deposit Agreement (hereinafter referred to as the "Construction Deposit Agreement") providing for the payment for acquisition, construction and installation of the premises and Facilities forming the Leased Premises. Lessee covenants and agrees to effect the completion of the Facilities, if the proceeds of the sale of the Bonds prove to be insufficient.

Section 1.02. Performance. Promptly upon the execution of the foregoing, Lessor will proceed in good faith to issue and sell Two Million Seven Hundred Thousand Dollars (\$2,700,000) principal amount, of the Series A Bonds described in the Indenture, and will cause the proceeds thereof to be deposited, held and used in accordance with the provisions of the Indenture.

Section 1.03. Modifications. Lessor will not, without the prior written consent of Lessee:

- (a) Enter into any amendment or supplement to the Indenture; or