

hereunder. With regard to Lessor, Lessee accepts the Leased Premises in their condition on the date of the commencement of the term of this Lease, and assumes all risks, if any, resulting from any present or future, latent or patent defects therein or from the failure of the Leased Premises to comply with all legal requirements applicable thereto, reserving however, any and all rights of Lessee with respect to parties other than the Lessor.

Section 3.05. Permitted Contests. Lessee shall not be required to comply or cause compliance with such laws, ordinances, orders, rules, regulations or requirements, so long as Lessee shall, after prior written notice to Lessor, at Lessee's expense, contest the same or the validity thereof in good faith, by appropriate proceedings. Such contest may be made by Lessee in the name of Lessor or of Lessee, or both, as Lessee shall determine, and Lessor agrees that it will, at Lessee's expense, cooperate with Lessee in any such contest to such extent as Lessee may reasonably request. It is understood, however, that Lessor shall not be subject to any liability for the payment of any costs or expenses in connection with any such proceedings brought by Lessee, and Lessee covenants to pay, and to indemnify and save Lessor from, any such costs or expenses.

Section 3.06. Original Term. Subject to the terms and provisions herein contained, this Lease shall be and remain in full force and effect for a term of fifteen (15) years, commencing on July 1, 1973 and ending at midnight on June 30, 1988 (hereinafter called the "Original Term").

Section 3.07. Renewal Option. Upon the expiration of the Original Term, this Lease shall be automatically renewed or extended for not exceeding four additional terms of five years each unless and until notice be given in writing by the Lessee at least 30 days before the end of the Original Term of this Lease, or any additional term thereof, of its intention to terminate the Lease at the end of such term, in which event the Lease shall terminate in accordance with such notice. All such renewal terms shall be upon the terms and conditions herein specified with respect to the Original Term or as otherwise agreed upon by the Lessor and the Lessee except that the rental during any such additional term shall be as provided in Section 4.01 (b) hereof.

#### ARTICLE IV

##### Rent

Section 4.01. Basic Rent. Lessee will pay to Lessor without notice or demand, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the main office of The Citizens and Southern National Bank of S. C., Attention: Corporate Trust Department, the following net basic rental (hereinafter called the "Basic Rent"):

- (a) at least fifteen days before January 1, 1974, and at least fifteen days before each July 1 and January 1 thereafter until the principal and premium, if any, and interest on the Series A Bonds shall have been fully paid or