

LEASE

This Lease made and entered into as of this 1st day of April, 1971, by and between Greenville County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter called "Lessor"), and Bigelow-Sanford, Inc., a corporation organized and existing under the laws of the State of Delaware, with its principal office in New York, New York, duly authorized to conduct business in the State of South Carolina (hereinafter called "Lessee"),

WITNESSETH:

WHEREAS:

A. The Lessor is a political subdivision of the State of South Carolina and is authorized under Act No. 103 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina, 1967 approved by the Governor of South Carolina on March 21, 1967, and appearing as Article 2.1, Chapter 8, Title 14, Code of Laws of South Carolina, 1962, 1969 Cumulative Supplement, (hereinafter called the "Act") to acquire, own, lease and dispose of properties, through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate in and remain in the State of South Carolina, and thus utilize and employ the manpower, agricultural products and natural resources of the State.

B. To so induce Lessee to locate a computer and research center and related office facilities in the State of South Carolina, Lessor has acquired certain real property in the County of Greenville, South Carolina, will make certain funds available to pay for the costs incurred in constructing a computer and research center and related office facilities thereon and will lease the real property, computer and research center and other facilities and improvements to the Lessee on the terms and conditions hereof.

C. Pursuant to the Act and in order to obtain funds for such purposes, Lessor will issue and sell Two Million Seven Hundred Thousand Dollars (\$2,700,000) principal amount of its Industrial Revenue Bonds, Series A (Bigelow-Sanford, Inc.) dated as of April 1, 1971 (herein sometimes referred to as the "Series A Bonds"), to be secured by and to contain such terms and provisions as are set forth in that certain Indenture of Mortgage and Deed of Trust (the "Indenture") dated as of April 1, 1971 between Lessor and The South Carolina National Bank of Charleston as Trustee (the "Trustee"). The proceeds from the sale of the Series A Bonds shall be deposited with the Trustee and disbursed (i) for the payment of construction costs incurred by Lessor or Lessee in connection with the acquisition of the real property, the construction of the computer and research center and other facilities and improvements, and (ii) for such other purposes as are set forth in the Indenture, all as more fully provided therein.

NOW THEREFORE, THIS LEASE FURTHER WITNESSETH:

Lessor, for and in consideration of the payments hereinafter stipulated to be made by Lessee, and the covenants

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