

...the Demised Premises shall be destroyed or damaged by fire or other casualty, the Lessor shall be deemed to have accepted the same and shall not be liable for the same...

THIRTEEN: Lessor's Rights Cumulative. The right in Lessor to terminate this lease as herein set forth is in addition to and not in exhaustion of such other rights that Lessor has or causes of action that may accrue to Lessor because of Lessee's failure to fulfill, perform or observe the obligations, agreements or covenants of this lease, and the exercise or pursuit by Lessor of any of the rights or causes of action accruing hereunder shall not be an exhaustion of other rights or causes of action that Lessor might otherwise have.

FOURTEEN: No Waiver. No waiver of any conditions expressed in this lease shall be implied by any neglect of Lessor to exercise his remedies under this lease on account of the violation of such condition, and no express waiver shall affect any condition other than the one specified in such waiver, and that condition only for the time and in the manner specifically stated. No waiver by Lessor of his right to or failure by Lessor to exercise his right to terminate this lease on account of a violation of a condition of this lease shall affect Lessor's right to terminate this lease for any later breach of the same or another covenant or condition.

FIFTEEN: Lessor's Lien. A first lien is hereby created in favor of Lessor and granted by Lessee upon the terms of this lease and upon the Demised Premises for the payment of rent and also for the satisfaction of any cause of action which may accrue to Lessor under this lease for any reason to subordinate the lien provided herein for reasonable purposes and shall execute such documents necessary to effect such subordination.

SIXTEEN: Attorney's fees. Lessee will pay all reasonable attorney's fees and expenses, including, without limitation, court costs, incurred by Lessor in enforcing any of the obligations of Lessee under this lease or in any litigation or negotiation in which the Lessor shall, without his fault, become involved through or on account of this lease. Lessee hereby assigns to Lessor Lessor's homestead and exemption.

SEVENTEEN: Liquidated Damages. Lessee will pay to Lessor, as liquidated damages, double rent for all the time Lessee shall remain in possession of the Demised Premises or any part thereof after the termination of this lease, whether by lapse of time or otherwise, but the provisions of this clause shall not operate as a waiver by Lessor of his right to recover any other rights under this lease or to stop Lessor from exercising any of his remedies under the terms of this lease.

EIGHTEEN: Sales Prohibited. In consideration for the execution of this lease by Lessor, Lessee shall not use the demised premises for any purpose except that which is expressly above specified, and in particular will not expose nor offer for sale on the demised premises any alcoholic or other liquors, tobacco, drugs, flowers, candies, confections, or any other thing or things whether of a like or of a wholly different nature, without the written consent of Lessor. Lessor hereby reserves the right to grant to any person, firm or corporation the exclusive right and privilege to conduct any particular business in the Building, and such exclusive right and privilege so granted shall be binding upon the Lessee hereunder as though specifically incorporated in this lease; provided that this paragraph shall not entitle Lessor to prohibit any use of the demised premises by Lessee which is expressly recognized by the terms of this lease.

NINETEEN: Indemnification of Lessor. (a) Lessee shall not be liable to Lessor and Lessee hereby waives all claims against Lessor for any injury or damage to any person or property in or about the Demised Premises by or from any cause whatsoever, including, without limiting the generality of the foregoing, any damage or injury caused by any defect in the Demised Premises or by water leakage of any character from the roof, walls, basement or other portion of the Demised Premises or the Building, or caused by gas, fire, oil, electricity, or any cause whatsoever, in or about the Demised Premises or the Building or any part thereof. Lessee shall, during the term hereof, procure and keep in full force and effect a policy of public liability and property damage insurance with respect to the leased premises and the business operated by Lessor and any successors of Lessee in the leased premises, in which the limits of public liability shall be not less than One Hundred Thousand Dollars (\$100,000) for damages per person, and Three Hundred Thousand Dollars (\$300,000) for damages per occurrence, and in which the limit of property damage liability shall be not less than Twenty-Five Thousand Dollars (\$25,000) plus such other amounts as shall be appropriate in light of Lessee's operations.

(b) Lessee shall indemnify and hold Lessor harmless from and defend Lessor against any and all claims, actions, liabilities, injuries, or damages to any person or property whatsoever (1) arising out of Lessee's use or occupancy of the Demised Premises or of any of the Building, or (2) occurring in, on, or about the Demised Premises or any part thereof, or occurring in, on or about the Building or the Real Estate, when such injury or damage shall be caused in part or in whole by the neglect, fault of, or omission of any duty with respect to the same, by Lessee, its agents, servants, employees, guests, or invitees. See Paragraph 19C below.

TWENTY: Utilities and Services. Lessor shall furnish to the Demised Premises, during reasonable hours of generally recognized business days, to be determined in the sole discretion of Lessor, water, sewer, normal electrical service, heat and air conditioning, and janitorial service (not including cleaning of carpets or furniture other than normal vacuuming and dusting) required in the reasonable judgment of Lessor for the comfortable use and occupancy of the Demised Premises. Lessor shall not be liable for, and Lessee shall not be entitled to any abatement or reduction of rental for, reason of Lessor's failure to furnish any of the foregoing when such failure is caused by accidents, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, by any accident or casualty whatsoever, or by the act or default of the Lessee, or other parties, or by any other cause, similar or dissimilar, beyond the reasonable control of Lessor. Lessor shall not be liable under any circumstances for loss of or injury to Demised Premises or the contents thereof, however occurring, through, in connection with, or incidental to, the failure to furnish any of the foregoing, and such failure shall not be considered or construed as an actual or constructive eviction of the Lessee, nor shall it in any way operate to release the Lessee from the prompt and punctual payment of rent or the performance of each and all of the other covenants herein contained by the Lessee to be performed. Whenever heat generating machines or equipment are used by Lessee in the Demised Premises which require greater air conditioning capacity or greater operating and maintenance expense for the air conditioning system in order to cool the Demised Premises to the temperature maintained in other leased portions of the Building, Lessor reserves the right to do any of the following: (1) refuse to maintain the premises at temperatures consistent with other portions of the Building; (2) install supplementary air conditioning units in the Demised Premises, and the cost thereof, including the cost of installation and the cost of operation and maintenance thereof, shall be paid by Lessee to Lessor upon demand by Lessor; or (3) charge Lessee for the additional operation and maintenance expense of cooling the Demised Premises with the existing air conditioning equipment.

TWENTY-ONE: Destruction, Fire, and Other Casualty. In the event the Demised Premises is so damaged by fire or other casualty that rebuilding or repairs cannot be completed, in the opinion of the Lessor, within One Hundred and Eighty (180) days from the date of the fire, or other casualty, then either Lessor or Lessee may terminate this Lease, in which event rent shall be abated from the date of such damage or destruction. However, if

the Demised Premises is destroyed by fire or other casualty, and if the repairs can be completed within the time specified in the foregoing paragraph, the Lessor may either (1) make such repairs within the time specified and shall allow Lessee a proportionate abatement of rent for the time as the Demised Premises is out of service, or (2) terminate this Lease, effective as of the date of the fire or other casualty, by giving Lessee notice of such termination within fifteen (15) days after the fire or other casualty. However, if the damage or destruction was caused by fault or neglect of Lessee, there shall be no abatement for rent. In the event of abatement of rent while the premises are being repaired, Lessor, at its option, shall bear the expense of moving the personal property of Lessee from Lessee's space to a temporary space or back again when said repairs are completed. However, Lessor shall not be required to see that the said personal property is situated in Lessee's temporary space in exactly the same way it was situated in Lessee's regular office space.

TWENTY-TWO: Eminent Domain. If the whole or any part of demised premises shall be taken or condemned by any competent authority for a public or quasi-public use or purpose, then, and in that event, the term of this lease shall cease and terminate as of the date of such taking or condemnation, and the entire amount of the condemnation award shall be paid to Lessor. The current rental, however, shall in such case be apportioned. Provided, however, that in the event only a portion of the demised premises is taken and the demised premises is still usable for the purposes herein leased, Lessor, at his option, may terminate this Lease, or Lessor may continue this lease and the rental shall be decreased pro rata to reflect the space no longer usable by Lessee on account of such taking. In no event shall Lessee be entitled to claim any portion of the proceeds from any condemnation or eminent domain proceedings respecting the demised premises or the Building.

TWENTY-THREE: Relocation of Premises. Anything contained in this lease to the contrary notwithstanding, in the event that the net rentable square feet in the demised premises is less than 1,500 square feet, Lessor shall have the option at any time to substitute a substantially equivalent amount of space elsewhere in Building (or in the event the Real Estate consists of more than one (1) building, in another building on the Real Estate) for the demised premises hereinbefore provided for, by giving Lessee written notice thirty (30) days in advance of such relocation and thereupon transferring and removing the Lessee from the demised premises herein specified to the substitute space. Lessor shall be responsible only for the actual expense of the physical relocation of Lessee's personal property and the expense of any renovation or alterations necessary to make the new spaces substantially conform in layout and appointments with the demised premises. If Lessor exercises the option as aforesaid, the substituted space shall, for all intents and purposes, be deemed and shall constitute the demised premises hereunder, and all the other terms, covenants, conditions, provisions and agreements of this lease shall continue in full force and effect and shall apply to the substituted space. After such relocation, the additional rental hereunder for operating expenses and taxes shall be determined with reference to the actual amount of square feet in the new premises and to the Real Estate of which the new premises are a part.

TWENTY-FOUR: End of Term. Lessee shall at the termination of this Lease, by lapse of time or otherwise, return the Demised Premises to the Lessor in as good condition as when received, less by ordinary wear excepted, and cleared of all persons and property except as otherwise provided, together with all keys thereto. Lessee shall continue to be responsible for rent or damage caused by failure to make proper delivery of the demised premises, together with keys of same. All trade fixtures, fixtures, and improvements in or upon the demised premises and equipment or appliances attached to the demised premises whether placed there by Lessor or Lessee, shall be Lessor's property and shall remain upon the premises without compensation, allowance, or credit to Lessee provided, however, that upon termination of this lease within (10) days thereafter Lessee shall be entitled to remove and store the same without liability to the Lessor for loss thereof, and Lessee shall pay Lessor at demand any and all the expenses incurred in the removal and storage of said effects for any length of time during which the same shall be in the Lessor's possession, custody, or control, without notice, may set the effects of any of the same for sale at price as the Lessor sees fit and apply the proceeds of the sale upon any amounts due under the lease, including the expenses of the removal and sale.

TWENTY-FIVE: Air Rights. It is understood and agreed that this Lease does not grant any rights to light and air over the Demised Premises of the Building.

TWENTY-SIX: Quiet Enjoyment. Lessor covenants that Lessee upon paying the rent and additional rent and complying with the terms, covenants, and conditions herein contained shall and may peaceably and quietly have, hold, and enjoy the Demised Premises for the term aforesaid.

TWENTY-SEVEN: No Representation. Neither Lessor or Lessor's agent has made any representations or promises, except such as are contained herein or endorsed hereon, to the Lessee respecting the condition of the demised premises or any other matter or thing relating to the demised premises or the lease. The taking possession of the demised premises by the Lessee shall be conclusive evidence against the Lessor or anyone holding under this lease that the demised premises were in good and satisfactory condition when possession of the demised premises was so taken.

TWENTY-EIGHT: Notices. It is understood and agreed between the parties hereto that any statement or notice from the Lessor mailed or delivered to the Demised Premises leased hereunder shall constitute sufficient notice to the Lessee to comply with the terms of this Lease. In the alternative, Lessor may give notice to Lessee as follows: Lessee hereby appoints as his agent to receive the service of all dispossessory or distraint proceedings and notices thereunder, and all notices required under this Lease the person in charge of said premises at the time or occupying premises; and if no person in charge or occupying same, then such service or notice may be made by attaching the same on the main entrance to premises. Any notice by Lessee to Lessor must be served by certified mail return receipt requested at the address hereinafter given or at such other address as Lessor shall designate in writing. See Paragraph 23A below.

TWENTY-NINE: Sundry Charges. It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for supplies, services, or for work done on the Demised Premises by order of the Lessee or otherwise accruing under this Lease shall be considered as additional rental due and shall be included in any lien for rent due and unpaid.

THIRTY: Parking. The Lessee, its employees, visitors, and guests are authorized to make reasonable use of the parking facilities which form part of the Real Estate, subject to posted rules and regulations and at the sole risk of each driver and user of said facility. Lessee shall cooperate with the Lessor in limiting the use of said parking facility by Lessee, its employees, guests, and visitors to the approximate proportionate share in relation to the Demised Premises. The parking facility shall not be used for the storage of abandoned or defective vehicles or for any other purpose except transient parking. Neither Lessee nor Lessee's employees, officers, agents, guests, invitees or other person visiting the Demised Premises shall have any rights to any particular parking space or spaces, and no special markings or signs may be placed on any parking spaces by Lessee.

THIRTY-ONE: Signs, Carding. (a) Lessee shall not paint or place signs, placards, or other advertisement of any character upon or in the windows of the Demised Premises, upon the outside walls or the roof of the Demised Premises or of the Building, or on any other part of the Real Estate except with the specific written consent of Lessor. In the event that the Lessee places any sign, placards, or advertisement in or around the Demised Premises or the Real Estate in violation of this paragraph, Lessor may, in addition to any and all other remedies available hereunder, at law, or in equity,

Lessee's agent Lessor with letter of execution of this lease prior to execution of this lease

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1600 Hampton Street Building, Columbia, South Carolina

Real Estate

to the office of the District Manager

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