

10-1111-017

to the United States, State of South Carolina, and/or municipal governments, under any existing or future tax laws.

(b) Should the State of South Carolina, or any political subdivision thereof, levy or impose a tax, assessment, license fee, or other charge upon this lease, or the estates created by the lease, or upon the Lessor by reason of its ownership of the fee underlying this lease, or on the rents or other income of the Lessor from the PREMISES hereby leased or from the buildings thereon, the Lessee shall pay all such taxes, assessments, license fees, or other charges levied or imposed, (excluding income taxes), when the same shall be due and payable, provided, that in calculating the amount of any such taxes, assessments, license fees, or other charges to be paid by the Lessee, no income of the Lessor other than the rents herein reserved shall be considered.

(c) The Lessee will pay and indemnify and save the Lessor harmless from all charges, liens, penalties, claims, and damages chargeable to or payable for or in respect of this lease, the PREMISES described herein, the improvements or any of them now or hereafter thereon, the rent thereof or therefrom, and the estate hereby created, during the term hereof, save the above excepted taxes upon the interest of the Lessor in said property and upon the written application of the Lessor, the Lessee shall furnish to the Lessor, for inspection and such use as may be proper for the protection of the Lessor's interest in said property, written evidence that any and all such claims are duly satisfied or otherwise discharged. Lessee may further cure any default of Lessor with respect to payment of any taxes, liens, etc. pertaining to PREMISES and thereafter set off any amounts so paid against the rent.

THIRD: LESSEE'S RIGHT TO CONTEST UNLAWFUL CHARGES. However, the Lessee shall at all times have the right to contest in good faith, in any proper proceedings in the name of the Lessor, if necessary, the payment or satisfaction of any such taxes, assessments, charges, liens, penalties or claims so agreed to be paid by the Lessee, if the validity thereof, or the right to assess or levy the same against or collect the same from the said PREMISES or improvements or estate of the Lessee, be disputed by the lease; but the Lessee shall, in any and all such proceedings, protect and save harmless the Lessor from all costs, loss, or damages resulting from any

0617

4328 RV-2

W.C.
11/11