

penalties or judgments arising from injury to person or property sustained by anyone in and about the Demised Premises resulting from any act or acts or omission or omissions of Tenant, or Tenant's officers, agents, servants, employees, contractors, or sublessees. Tenant shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Landlord or in which Landlord may be impleaded with others upon any such above-mentioned matter, claim or claims, except as may result from the acts set forth in paragraph (b) of this Section 13.

(b) Subject to the provisions of Paragraph 24 of that certain Lease Agreement, of even date herewith, between Tenant as "Lessor" and Landlord as "Lessee", except for its affirmative acts or negligence or the affirmative acts or negligence of its officers, agents, servants, employees or contractors, Landlord shall not be responsible or liable for any damage or injury to any property, fixtures, buildings or other improvements, or to any person or persons, at any time on the Demised Premises, including any damage or injury to Tenant or to any of Tenant's officers, agents, servants, employees, contractors, customers or sublessees.

SECTION 14. Insurance: (a) Tenant shall provide at its expense, and keep in force during the term of this lease, general liability insurance in a good and solvent insurance company or companies licensed to do business in the State of South Carolina, selected by Tenant, and reasonably satisfactory to the holder of any mortgage permitted pursuant to the provisions of Section 20 and 21 hereof (all of such mortgages being herein collectively referred to as "Mortgage" or "Mortgages" and the holder(s) thereof as "Mortgagee(s)", or, if there shall not be such a Mortgage, to Landlord, in the amount of at least Two Hundred Fifty Thousand (\$250,000.00) Dollars with respect to injury or death to any one person and Five Hundred Thousand (\$500,000.00) Dollars with respect to injury or death to more than one person in any one accident or other occurrence and Twenty-Five Thousand (\$25,000.00) Dollars with respect to damages to property. Such policy or policies shall include Landlord and each such Mortgagee as insureds. Tenant agrees to deliver certificates of such insurance to Landlord at the beginning of the term of this lease and thereafter not less than ten (10) days prior to the expiration of any such policy. Such insurance shall be non-cancellable without ten (10) days' written notice to Landlord, and to each such Mortgagee.

(b) During the term of this lease, Tenant shall keep all buildings and improvements erected by Tenant on the Demised Premises at any time insured for the benefit of Landlord and Tenant and the holder of any such Mortgage as their respective interest may appear, against any loss or damage by fire and customary extended coverage in a minimum amount necessary to avoid the effect of co-insurance provisions of the applicable policies. All such policies or certificates thereof, shall be held by the holder of any such Mortgage, if any, or by Landlord so long as there shall be no such Mortgage. All proceeds payable at any time and from time to time by any insurance company under such policies shall be payable to such Mortgagee, if any, or, if none, to Tenant. If any such proceeds are paid to such Mortgagee, the same shall be applied in accordance with the terms of such Mortgage, and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Any proceeds paid directly to Tenant shall be retained by Tenant and Landlord shall not be entitled to, and shall have no interest in, such proceeds or any part thereof. Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant in order to obtain the largest possible recovery and execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as hereinbefore provided and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

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