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the purchase price shall be as mutually agreed between the parties; provided, however, that if payment of any portion of the purchase price is to be paid in installments or otherwise deferred beyond the date of closing, the Lessee shall pay interest on the deferred portion at an annual rate no less than the prime rate being charged by South Carolina National Bank as of the date of closing.

Article 20

Miscellaneous

- 20.1 Extension of time. In the event that the Lessor or Lessee shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, the act, failure to act or default of the other party, war or other reason beyond their control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- 20.2 <u>Duplicates</u>; recordation. The parties will at any time, at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the demised premises, the term of this Lease and any other portions thereof, excepting the rental provisions, as either party may request.
- 20.3 Federal income tax deductions. Only the Lessee shall have the right to take deductions on its tax returns with respect to such buildings, structures, improvements, changes, alterations, repairs, additions, and installations and the depreciation thereof.
- 20.4 Covenants running with land. All covenants, promises, conditions, and obligations herein contained or implied by law are covenants running with the land and shall attach and bind and inure to the benefit of the Lessor and Lessee and their respective heirs,