

Premises or any part thereof, to satisfy the same, and that pending any such legal proceedings Lessor shall not have the right to pay, remove or discharge the tax, assessment, tax lien, forfeiture, or imposition thereby contested; provided that the Lessee shall, prior to the date such tax or imposition is due and payable, have given such reasonable security as may be requested by Lessor to insure such payments and prevent any sale or forfeiture of the Demised Premises by reason of such nonpayment, not to exceed one and one-half times the amount of such tax, assessment, tax lien, forfeiture or imposition; and provided further, if requested by Lessor, Lessee shall provide to Lessor an opinion of South Carolina legal counsel that such nonpayment will not effect a forfeiture of title or subject the Demised Premises to sale upon levy by governmental authority or similar procedure.

Section 12.5. Nothing herein contained shall be construed to require Lessee to pay any inheritance, estate, succession, transfer, gift, franchise, income profit or excess profit, capital stock, capital levy, corporate or unincorporated business tax or other similar tax, that is or may be imposed upon Lessor, its successors or assigns, or upon the rent payable by Lessee unless such taxes shall be levied instead and in lieu of real estate taxes upon the real property and improvements hereby demised.

#### ARTICLE 13

##### Insurance

Section 13.1. Throughout the Demised Term Lessee, at its own cost and expense, and as additional rent, shall:

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