

need be made until the amount to be paid to the Mortgagee on account of all such sales, trade-ins, or other dispositions not previously reported aggregates at least \$100,000. The Lessee shall not remove, or permit the removal of, any of the Leased Equipment from the Leased Land except in accordance with the provisions of this Section.

SECTION 6.3 Taxes, Other Governmental Charges, and Utility Charges.
The County and the Lessee acknowledge (i) that pursuant to Section 5-49-130 of the Enabling Statutes, no part of the Project owned by the County will be subject to taxation in South Carolina, (ii) that under present law, the income and profits (if any) of the County from the Project are not subject to either Federal or South Carolina taxation and that under present law, there is no tax imposed upon leasehold estates in South Carolina, and (iii) that these factors, among others, have induced the Lessee to enter into this Agreement.

However, the Lessee will pay, as the same become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project or any machinery, equipment, or other property installed or brought by the Lessee therein or thereon (including, without limiting the generality of the foregoing, any taxes levied upon or with respect to the Lease Rentals of the County from the Project which, if not paid, will become a lien on the Project prior to or on a parity with the lien of the Mortgage or a charge on the Lease Rentals therefrom prior to or on a parity with the charge thereon and the pledge or assignment thereof to be created and made in the Mortgage, and including all ad valorem taxes lawfully assessed upon the leasehold estate hereby granted and conveyed to the Lessee in the Project), all utility and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Project and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by lien on the Project; provided, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term.

If the Lessee shall first notify the Mortgagee of its intention so to do, the Lessee may, at its expense and in its own name and behalf or in the name and behalf of the County, in good faith contest any such taxes, assessments, and other charges and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom if the Lessee shall furnish the Mortgagee an opinion of Independent Counsel that the lien of the Mortgage as to any part of the Project will not be materially endangered and no part of the Project will be subject to loss or forfeiture by nonpayment of any such items; otherwise such taxes, assessments, or charges shall be paid promptly. The County will cooperate fully with the Lessee in any such contest.