

The County agrees that any investment tax credit with respect to the Project shall be made available to the Lessee, and the County will fully cooperate with the Lessee in any effort by the Lessee to avail itself of any such investment tax credit.

SECTION 6.4 Insurance Required. Commencing with the start of construction and throughout the Lease Term, the Lessee shall, to the extent such insurance is available, keep the Project continuously insured against such risks as are customarily insured against by businesses of like size and type (other than business interruption insurance), paying as the same become due all premiums with respect thereto. Any claims under any policies of insurance required by this Section shall be adjusted by and at the expense of the Lessee.

Such insurance shall include, but not necessarily be limited to:

(a) Insurance upon the repair or replacement basis if available, and otherwise to the full insurable cash value of the Project, as determined by an insurer selected by the Lessee or as otherwise agreed to by the County and Lessee, against loss or damage by fire and lightning, with uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage endorsement at the time in use in South Carolina; provided, however, that the insurance required by this subsection may contain a deductible provision of not in excess of \$10,000.00 direct damage applicable to each separate instance of loss or damage insured against.

(b) In time of war in which the United States is a belligerent, such insurance to the extent of the full insurable cash value of the Project as may be available from the United States of America, against