

which shall become payable during each of the calendar or fiscal years, as the case may be, in which the term of this lease terminates, shall be apportioned pro rata between Landlord and Tenant in accordance with the respective portions of such year during which such term shall be in effect.

(c) (1) Tenant or its designees shall have the right to contest or review all such Taxes by legal proceedings, or in such other manner as it may deem suitable (which, if instituted, Tenant or its designees shall conduct promptly at its own cost and expense, and free of any expense to Landlord, and, if necessary, in the name of and with the cooperation of Landlord and Landlord shall execute all documents necessary to accomplish the foregoing). Notwithstanding the foregoing, Tenant shall promptly pay all such Taxes if at any time the Demised Premises or any part thereof shall then be immediately subject to forfeiture, or if Landlord shall be subject to any criminal liability, arising out of the non-payment thereof.

(2) The legal proceedings referred to in the preceding subparagraph (1) shall include appropriate certiorari proceedings and appeals from orders therein and appeals from any judgments, decrees or orders. In the event of any reduction, cancellation or discharge, Tenant shall pay the amount finally levied or asserted against the Demised Premises or adjudicated to be due and payable on any such contested Taxes.

(d) Landlord covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Tenant under the provisions of this lease, such refund or rebate shall belong to Tenant. Any refunds received by Landlord shall be deemed trust funds and as such are to be received by Landlord in trust and paid to Tenant forthwith. Landlord will, upon the request of Tenant, sign any receipts which may be necessary to secure the payment of any such refund or rebate, and will pay over to Tenant such refund or rebate as received by Landlord. Landlord further covenants and agrees on request of Tenant at any time, and from time to time, but without cost to Landlord, to make application individually (if legally required) or to join in Tenant's application (if legally required) for separate tax assessments for such portions of the Demised Premises as Tenant shall at any time, and from time to time, designate. Landlord hereby agrees upon request of Tenant to execute such instruments and to give Tenant such assistance in connection with such applications as shall be required by Tenant.

(e) Nothing herein or in this lease otherwise contained shall require or be construed to require Tenant to pay any inheritance, estate, succession, transfer, gift, franchise, income, sales, use or profit taxes, that are or may be imposed upon Landlord, its successors or assigns.

SECTION 7. Improvements, Repairs, Additions, Replacements:

(a) Tenant shall have the right, at its own cost and expense, to construct on any part or all of the Demised Premises, at any time and from time to time, such buildings, parking areas, driveways, walks, gardens and other similar and dissimilar improvements as Tenant shall from time to time determine, provided that the same shall be in compliance with all then applicable building codes and ordinances as waived or modified. Tenant's initial construction shall include a nine-story office building containing approximately 151,324 square feet of high quality construction, said building to be known as the South Carolina National Bank Building or by the name of any successor to the business and assets of the South Carolina National Bank so long as Landlord occupies substantial space in the building.

(b) Tenant shall, at all times during the term of this Lease, and at its own cost and expense, keep and maintain or cause to be