

which would be afforded to a private owner of the Project and to seek to obtain a refund of any such payments made, and to contest the same in the manner and to the extent provided in Section 8.13 hereof in the case of taxes and other governmental charges. The Tenant's obligation to make such additional payments shall continue only so long as and to the extent the Tenant is required by law to pay the aforesaid amounts in lieu of taxes.

SECTION 6.04. Taxes, Utilities and Other Governmental Charges. The County and the Tenant acknowledge that: (i) pursuant to the Act, no part of the Project owned by the County will be subject to taxation in South Carolina; (ii) 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 under present law there is no tax imposed upon leasehold estates in South Carolina, and (iii) these factors, among others, have induced the Tenant to enter into this Lease. However, in addition to the payments in lieu of taxes referred to in Section 6.03 hereof and any other taxes and governmental charges that may lawfully be assessed, levied or imposed against it, the Tenant will, subject to Section 8.13 hereof, pay as the same respectively become due: (x) all taxes and governmental charges of any kind whatsoever that may be lawfully assessed, levied or imposed against the County with respect to the Project or any machinery, equipment or other property installed or brought by the Tenant therein or thereon; (y) all utility and other charges incurred in the operation, maintenance, use and occupancy of the Project; and (2) all assessments and charges lawfully made by any governmental body for public improvement to the Project.

SECTION 6.05. Miscellaneous Charges. The Tenant agrees, subject to Section 8.13 hereof, during the Term hereof to pay and discharge as additional rent, punctually as and when the same shall become due and payable, each and every cost, expense and obligation of every kind and nature, including reasonable Trustee fees and expenses and Paying Agent fees, foreseen or unforeseen, for the payment of which the County or the Tenant is or shall become liable by reason of its estate or interest in the Project or any portion thereof, by reason of any right or interest of the County or the Tenant in or under this Lease, or by reason of or in any manner connected with or arising out of the possession, operation, maintenance, alteration, repair, rebuilding, use or occupancy of the Project.

SECTION 6.06. Insurance. (a) The Tenant will at its expense continuously maintain or cause to be maintained insurance under valid and enforceable policies with insurers of recognized responsibility insuring against such risks as are customarily insured against by businesses of like size and character, paying as and when the same become due all premiums with respect thereto, including but not necessarily limited to: