

such legal owner or secured party; provided that such shall be given only where required as a condition of Lessee's obtaining necessary financing in connection with the purchase and installation of such equipment, fixtures, merchandise or other personal property, or upon refinancing of its obligation, and that the person or party in whose favor such waiver be executed is not an owner, officer, director, affiliate, person or party related to the Lessee. In that connection, the Lessor further agrees for such limited purposes to waive in favor of such legal owner or secured party its right to distress such trade fixtures, merchandise or other personal property placed in or on the demised premises pursuant to South Carolina law.

10. Surrender of Leased Premises: Upon the expiration of this Lease, Lessee shall surrender the demised premises to Lessor in as good order and condition as at the commencement of the term, reasonable wear and tear, damage by fire, other casualty and the elements excepted.

11. Assignment and Subletting: The Lessee may not assign this Lease or sublet the whole or any part of the demised premises without the written consent of the Lessor which consent shall not be unreasonably withheld; provided, however, that in the event of any such assignment or subletting, Lessee shall remain primarily liable for the payment of the rent herein reserved and for the performance of each and all of the covenants and conditions hereof on the Lessee's part to be performed, and further provided that any assignee or sublessee shall be subject to all the covenants, obligations and conditions herein provided for.

12. Taxes: Lessor shall be responsible for payment of all real estate taxes and assessments levied, assessed or imposed upon the demised premises and upon all improvements erected thereon as and when the same shall become due and payable. Upon failure of Lessor to make timely payment of any taxes or assessments due, Lessee shall have the right to advance the amounts required for payment directly to the authorities making such levy or assessment, and shall deduct any amount