

MINUTES OF BUDGET AND CONTROL BOARD MEETING

NOVEMBER 17 1972

The Budget and Control Board held its meeting in the Conference Room of the Governor's Office at 11:00 a. m. on November 17, 1972. The following members were in attendance.

Governor John C. West
Mr. R. J. Aycock
Mr. Henry Mills
Mr. Grady L. Patterson, Jr.


Also in attendance were Messrs. P. C. Smith, W. T. Putnam, Jasper Harmon, Dick Hutto and Joe Tate.

PROPOSED BUDGET OUTLINE - Mr. Smith presented the Board with a brochure pertaining to the projected budget recommendations for the fiscal year 1973-74. This brochure contained the following schedules.

Summary Of Projected Budget
Projected Revenue Comparison
Major Increases (Proposed)

Mr. Smith pointed out, that in accord with the wishes of the Board, major emphasis had been given to education, with forty-four per cent (44%) of all increases going directly for educational purposes. He further indicated that this included an increment equal to \$500 per teacher, which would provide an average increase of approximately 7½%.

Mr. Smith further advised the Board that, although increases to the various colleges were not made based upon a formula; the formula approach was used to assist in determining the needs of the various institutions of higher learning. He pointed out that the student fees of the various institutions differed and until such time as they are stabilized, it will be difficult to strictly apply a formula approach. During this discussion, Governor West observed that the same fees



should apply at all institutions of higher learning and that perhaps the Budget and Control Board should take the initiative in implementing a standard fee schedule.

In discussing pay increases for teachers, the members of the Board discussed the possibility of supporting the addition of brackets extending beyond the present fourteen year period in order to provide additional pay for older teachers. Mr. Aycock expressed the opinion that both teacher and State employee increases for the coming fiscal year "should probably be across the board."

Mr. Smith pointed out that following education, health and welfare of the people of South Carolina would receive the next most important emphasis with heavy concentration upon Social Services and the Mental Health Agencies.

In order to balance the proposed budget, equipment requests totaling approximately \$800,000 have been removed from the operating budget; and it will be recommended that expenditures for these items be made from non-recurring funds.

Mr. Smith pointed out to the Board that each year substantial amounts of personal service appropriations lapse as the result of vacancies. Therefore, he recommended that the lapses be budgeted; thereby providing an additional source from which other appropriations could be made. The Board approved this procedure.

The Board agreed to the tentative figures which Mr. Smith had presented and directed him to continue to refine the budget as outlined in his presentation.

A copy of the brochure has been retained in these files and is identified as Exhibit I.

SPECIAL LEGISLATIVE SESSION - Governor West advised the Board that he planned to call a special Legislative session in order that the

House and Senate might organize and also might receive a preliminary budget presentation. He stated that this would probably be of great benefit to the General Assembly and might provide for a shorter session.

INDUSTRIAL REVENUE BOND - The Budget and Control Board approved a Petition from the Lexington County Board of Commissioners for the issuance of an Industrial Revenue Bond of \$1,520,000 on behalf of the National Cash Register Company.

A copy of the transcript of this issue has been retained in these files and is designated as Exhibit II.

There being no further business, the meeting was adjourned at 12:00 noon.

November 17, 1972

EXHIBIT I

NOVEMBER 17, 1972

Summary of Projected Budget
for 1973-74

Revenue

From Regular Tax Services
Revenue Sharing
Mini-Bottle Liquor Tax

698,412,000
30,000,000
9,750,000

Total Available

738,162,000

Appropriations

Less: Estimated Lapse of Personal
Service Items (2.25%)

742,448,241
4,500,000

737,948,241

Margin

213,759

November 17, 1972

EXHIBIT I

NOVEMBER 17, 1972

Summary of Projected Budget
for 1973-74

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Margin

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GENERAL FUND
COMPARISON OF BUDGET FOR 1972-73 and
PROJECTED BUDGET FOR 1973-74

	<u>1972-73</u>	<u>1973-74</u>	<u>Increase</u>
<u>Available Funds</u>			
Brought Forward	5,627,404		(5,627,404)
Revenue from Regular Tax Sources	613,877,286	698,412,000	84,534,714
Liquor Tax (Mini-Bottle)		9,750,000	9,750,000
Revenue Sharing		30,000,000	30,000,000
Total Available	<u>619,504,690</u>	<u>738,162,000</u>	<u>118,657,310</u>
<u>Appropriations</u>	<u>656,809,471</u>	<u>737,948,241</u>	<u>81,138,770</u>
Margin	<u>(37,304,781)</u>	<u>213,759</u>	<u>37,518,540</u>
<u>Non-Recurring Funds</u>			
Income Tax and Sales Tax "Windfall"	24,000,000		(24,000,000)
Transfer from:			
Escheat Fund	1,300,000		(1,300,000)
Insurance Sinking Fund	2,515,000		(2,515,000)
Surplus from 1971-72	9,489,781		(9,489,781)
Total Non-Recurring Funds	<u>37,304,781</u>		<u>(37,304,781)</u>
Balance	<u> </u>	<u>213,759</u>	<u>213,759</u>

November 17, 1972
(3rd Draft)

Major Increases

Treasurer's Office (Bonds)	\$ 2,087,000
Universities and Colleges	10,520,000
Department of Education (Teachers - \$500)	24,762,272
Technical Education	2,075,000
E. T. V.	1,000,000
Board of Health	1,600,000
Mental Health	2,940,000
Mental Retardation	1,872,000
Social Services	6,525,000
Corrections	1,434,000
Aid to Subdivisions	7,942,500
Retirement, Social Security, and Health Insurance	6,000,000
Employees - 5.5%	<u>12,275,000</u>
	81,032,772
All other increases	<u>4,605,998</u>
TOTAL RECOMMENDED INCREASES	<u>\$85,638,770</u>

EXHIBIT II

NOVEMBER 17, 1972

November 20, 1972

Honorable Theodore B. Guerard
Sinkler, Gibbs, Simons and Guerard
Post Office Box 340
Charleston, South Carolina 29402

Re: \$1,520,000 Lexington County, South Carolina,
First Mortgage Industrial Revenue Bonds,
Series 1972 (The National Cash Register
Company - Lessee)

Dear Teddy:

At your request we are returning 10 copies of the Resolution adopted by the Budget and Control Board at its meeting November 17, approving the petition of Lexington County Board of Commissioners in connection with the issuance of the above bonds.

Each copy of the Resolution has attached a certificate of Board action.

Very truly yours,

P. C. Smith
State Auditor

PCS:dr

Enclosures

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STATE OF SOUTH CAROLINA,
COUNTY OF LEXINGTON.

TO THE STATE BUDGET AND CONTROL
BOARD OF SOUTH CAROLINA

P E T I T I O N

The Petition of the County Board of Commissioners of Lexington County (the County Board), respectfully shows:

1. The County Board is the governing body of Lexington County as established by law, and as such is the County Board referred to in Act No. 103 of the South Carolina General Assembly enacted at its 1967 Session, as amended (the Act).

2. The Act authorizes and empowers the County Board, if it shall comply with the provisions set forth in the Act, to acquire land, buildings, equipment, machinery and other improvements deemed necessary, suitable and useful by any manufacturing or processing enterprise; to lease the same; and to finance the acquisition, improvement and equipping of the same through the issuance of bonds payable from and secured by a pledge of the revenues to be derived from the leasing of such land, buildings, equipment and machinery and other improvements.

3. The County Board agreed with The National Cash Register Company, a Maryland Corporation (the Lessee) that the County Board will undertake to finance the acquisition and improvement of existing industrial facilities located in Lexington County, near the City of Lexington, through the issuance of Industrial Revenue Bonds pursuant to the Act. In this connection, the County Board has accepted a conveyance of the parcel or tract of land, located near the City of Lexington, in Lexington County, South Carolina, with the building located thereon, and the County Board has agreed to issue One Million Five Hundred Twenty Thousand Dollars

(\$1,520,000) Lexington County First Mortgage Industrial Revenue Bonds, Series 1972 (The National Cash Register Company - Lessee), pursuant to the Act in order to finance the acquisition and improvement of the facilities which constitute a plant for research, development and manufacturing, primarily for the United States Postal Service (said land and the building and improvements thereon constituting the said facilities being hereinafter referred to as the Project).

4. The County Board is advised by the Lessee that the cost of acquiring the said land, including the existing building thereon, and improvements thereon amount to not less than \$1,465,000; and that, therefore, in order to finance the acquisition of the Project, including the costs and charges incident to the issuance and sale of the bonds hereinafter described, it will be necessary that the County Board issue One Million Five Hundred Twenty Thousand Dollars (\$1,520,000) Lexington County First Mortgage Industrial Revenue Bonds, Series 1972 (The National Cash Register Company - Lessee) (the Bonds).

5. The Project presently employs approximately 170 persons, and it is anticipated that employment at the Project will increase to 550 persons.

6. For the reasons above set forth and hereafter disclosed, the County Board has found:

(a) The proposed Project will subserve the purposes of the Act.

(b) By reason of undertaking the Project no pecuniary liability will result to the County nor will there be a charge against its general credit or taxing power.

(c) The proposed Lease Agreement between the County Board and the Lessee will unconditionally obligate the

Lessee to pay rent in an amount adequate to provide for the principal and interest payments on the Bonds which will bear interest at the rate of five and eighty-five hundredths per centum (5.85%) per annum and will mature as follows:

<u>December 1</u> <u>in the year</u>	<u>Principal</u> <u>Amount Maturing</u>
1988	\$ 150,000
1989	150,000
1990	150,000
1991	150,000
1992	150,000
1993	150,000
1994	150,000
1995	150,000
1996	150,000
1997	170,000

(d) The Lessee is a corporation with a well established credit and, therefore, it is unnecessary to establish reserve funds for the payment of such principal and interest.

(e) The terms of the Lease will require the Lessee to carry proper insurance and to pay all costs of maintaining the Project in good repair.

7. Pursuant to Section 14 of the Act, the County Board sets forth the following information:

(a) The Project to be undertaken consists of a building and improvements thereon, in Lexington County, necessary for facilities for research, development and manufacturing, primarily for the United States Postal Service.

(b) The Project presently provides employment for approximately 170 persons, and it is anticipated that employment at the Project will increase to 550 persons. It is, therefore, believed that the Project will have an extremely beneficial effect upon the economy of the County and areas adjacent thereto.

(c) The cost of the entire Project will amount to not less than \$1,520,000, including the cost of acquiring the said land with the existing building and improvements thereto

located thereon, and all other expenses to be incurred in connection therewith.

8. The proposed Lease, a draft of which is presented herewith, will provide, among other things, the following:

(a) To finance the cost of the Project the County will issue \$1,520,000 Lexington County First Mortgage Industrial Revenue Bonds, Series 1972 (The National Cash Register Company - Lessee). All Bonds will be secured by a pledge of the rents to be paid by the Lessee and will be further secured by a Trust Indenture, as authorized by Section 5 of the Act to a bank yet to be named, as Trustee.

(b) The proceeds derived from the sale of the Bonds will be deposited with the Trustee and will be withdrawn on requisition of the Lessee and the County and applied solely for the payment of costs incident to the Project, and the issuance of the Bonds.

(c) The Lease will contain a specific provision by which the Lessee will unconditionally agree to make payments to Lexington County, to any School District in Lexington County, and to all other political units in which the Project is situated, in lieu of taxes, in such amounts as would result from taxes levied on the Project by Lexington County, by any such School District, and by said political units if the Project were owned by the Lessee, but with appropriate reductions similar to the tax reductions, if any, which would be afforded the Lessee were it the owner of the Project.

(d) The Lease contains no provision imposing any pecuniary liability upon the County or which would create a charge upon its general credit or taxing power.

(e) The Lease contains provisions which would provide for its amendment in order to make provision for the issuance of additional bonds under the conditions therein set forth and more fully set forth in the Trust Indenture.

9. The proposed Trust Indenture, a draft copy of which is hereby attached, is in conventional form and constitutes a forecloseable mortgage upon the Project. Included in the granting clause of the mortgage will be:

(a) All real property, acquired or to be acquired for the Project.

(b) The right, title and interest of the County in the Lease.

(c) All rentals and revenues derived by the County under the Lease, except those payments to be made in lieu of taxes or by way of indemnification.

The Indenture makes provision for the initial issuance of One Million Five Hundred Twenty Thousand Dollars (\$1,520,000) of Bonds to be secured thereunder. It makes provision for the issuance of additional bonds to the extent and in the manner set forth in the Indenture. It provides for the payment and redemption of the Bonds, the establishment of a Bond Fund into which the proceeds of the rents payable by the Lessee are placed, and the use of said fund for the payment of the Bonds. It imposes upon the Lessee the obligation to pay, in addition to the moneys required for the payment of the principal and interest of the Bonds, all other costs and expenses resulting from the execution and delivery of the Indenture and the issuance of the Bonds pursuant thereto.

10. The proposed Lease and the proposed Trust Indenture will be in substantially the form heretofore used in the issuance of Industrial Revenue Bonds pursuant to the Act. While changes may be made in the enclosed forms, no changes will be made therein which substantially affect the undertaking as now outlined therein.

Upon the basis of the foregoing, the County Board res-

pectfully prays:

That the State Budget and Control Board accept the filing of the Petition presented herewith and that it do, thereafter, and as soon as practicable, make its independent investigation of the Project and the terms and provisions of the Lease and the Trust Indenture, as it deems advisable, and that thereafter, the said State Board make a finding that the proposed Project will promote the purpose of the Act and that it is reasonably anticipated to effect such result, and on the basis of such finding, that it does approve the Project, including changes in any details of the said financing as finally consummated which do not materially affect the said undertaking, and give published notice of its approval in the manner set forth in Section 14 of the Act.

Respectfully submitted,

(SEAL)

COUNTY BOARD OF COMMISSIONERS
OF LEXINGTON COUNTY

By

Linard B. Fennell
Chairman

By

Annie P. Hendrix
Secretary

SINKLER GIBBS SIMONS & GUÉRARD

ATTORNEYS & COUNSELLORS AT LAW

PROFESSIONAL ASSOCIATION

HUGER SINKLER
CHARLES H. GIBBS
ALBERT SIMONS, JR.
THEODORE B. GUÉRARD
G. DANA SINKLER
THOMAS G. BUIST
RUTH WILLIAMS

THOMAS A. HUTCHESON
ROBERT H. HOOD
CHARLES F. AILSTOCK

2 PRIOLEAU STREET

CHARLESTON, S. C. 29402

POST OFFICE BOX 340

November 14, 1972

T. H. Rawl, Jr., Esq.
Rawl, Purcell & Harman
Attorneys at Law
204 E. Main Street
Lexington, South Carolina 29072

Dear Tuck:

Re: \$1,520,000 Lexington County, South Carolina,
First Mortgage Industrial Revenue Bonds, Series
1972 (The National Cash Register Company - Lessee)

I am enclosing herewith in connection with the above
bond issue, the following documents:

1) A copy of the Petition to the State Budget and
Control Board, which should be signed by the Chairman and
Secretary of the County Board. The County Board's Seal must
be affixed and the Petition must then be delivered to the
State Auditor's office along with the following documents.

2) An original and ten copies of a Resolution of the
State Budget and Control Board approving the issuance of
the Bonds; and

(3) One draft each of the Lease Agreement and Trust
Indenture for the Budget and Control Board's files.

I would appreciate your having the Petition executed and
delivered along with the documents to Pat Smith's office as
soon as possible. If you have any questions, please advise.

Yours very truly,



TAH:jrr
Encs.

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RESOLUTION

STATE OF SOUTH CAROLINA BUDGET AND CONTROL BOARD

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WHEREAS, heretofore the County Board of Commissioners of Lexington County (the County Board) did, pursuant to Act No. 103 of the Acts of the General Assembly of the State of South Carolina for the year 1967 (the Act), petition the State Budget and Control Board of South Carolina (the State Board) seeking the approval of the State Board to an undertaking by the County Board pursuant to the Act, and

WHEREAS, the proposed undertaking consists of the acquisition by the County Board of a parcel of land located near the City of Lexington, in Lexington County, including the building located thereon, and the improvement of the said building; and the County Board proposes to finance the acquisition and improvement of the said facilities for research, development and manufacturing primarily for the United States Postal Service (said tract of land, and the building located thereon and the improvements thereto constituting the said facilities being hereinafter referred to as the Project) by the issuance of Bonds pursuant to the Act, and to lease the same to The National Cash Register Company, a Maryland corporation (Lessee); and

WHEREAS, the Project is to be leased to the Lessee at a rental sufficient to provide for the payment of the Bonds of Lexington County hereafter referred to, and costs and expenses resulting from the issuance thereof; and

WHEREAS, in order to finance the Project the County Board proposes to provide for an issue of \$1,520,000 Lexington County First Mortgage Industrial Revenue Bonds pursuant to the Act payable from the rentals derived from the Lessee and additionally secured by a Trust Indenture between Lexington County and South Carolina National Bank, Columbia, South Carolina, as Trustee; and

WHEREAS, the form of the Lease Agreement between Lexington County and the Lessee and the said Trust Indenture have been considered by this Board.

NOW, THEREFORE, BE IT RESOLVED BY THE STATE BUDGET AND CONTROL BOARD IN MEETING DULY ASSEMBLED:

1. It has been found and determined by the State Board

(a) That the statement of facts set forth in the recitals to this Resolution are in all respects true and correct.

(b) That the County Board has filed a proper petition to the State Board establishing a reasonable estimate of the cost of the Project, a general summary of the terms and conditions of the Lease and the Trust Indenture to be made by the County Board and has established that the Lessee will pay as additional rentals, in lieu of taxes, the sum prescribed by Section 6 of the Act.

(c) That the Project provides employment for approximately 170 persons, is anticipated to employ up to 550 persons, and will be of benefit to Lexington County and adjoining areas.

(d) That the Project is intended to promote the purposes of the Act and is reasonably anticipated to effect such results.

2. On the basis of the foregoing findings the proposed undertaking of the County Board to acquire the land and existing building included in the Project, and to finance the improvement of the same, to lease the Project to the Lessee and to finance the cost of acquiring and improving the Project through the issuance of \$1,520,000 Lexington County First Mortgage Industrial Revenue Bonds payable from the revenues to be derived from the leasing of the Project, and additionally secured by the said Trust Indenture, all pursuant to the Act.

(including changes in any details of the said financing as finally consummated, which do not materially affect the said undertaking), be and the same is hereby approved.

3. Notice of the action taken of the State Board in giving approval to the undertaking of Lexington County above described in paragraph 2, supra, shall be published in THE STATE and in THE DISPATCH NEWS, both of which are newspapers having general circulation in Lexington County.

4. That notice to be published shall be in form substantially as set forth as EXHIBIT "A" of this Resolution.

EXHIBIT "A"

NOTICE PURSUANT TO ACT NO. 103 OF
THE ACTS OF THE GENERAL ASSEMBLY
OF SOUTH CAROLINA FOR THE YEAR
1967

Notice is hereby given that following the filing of a Petition by the County Board of Commissioners of Lexington County (the County Board) to the State Budget and Control Board of South Carolina (the State Board), approval has been given by the State Board to the following undertaking (including changes in any details of the said financing as finally consummated which do not materially affect the said undertaking), viz:

The acquisition by the County Board of a parcel of land near the City of Lexington, in Lexington County, together with the existing building now located thereon and the improvement of the same (the said tract of land, and the building, and improvements thereto constituting the said facilities being hereinafter referred to as the Project), all of which will constitute facilities for research, development and manufacturing primarily for the United States Postal Service. To finance the acquisition and improvement of the Project, the County Board will issue \$1,520,000 of Lexington County First Mortgage Industrial Revenue Bonds (the Bonds) pursuant to Act No. 103 of the Acts of the South Carolina General Assembly for the year 1967. The County Board will lease the Project to The National Cash Register Company, a Maryland corporation (Lessee), under a Lease Agreement and the Bonds of Lexington County will be payable solely from the rentals to be paid to the County by the Lessee, which has irrevocably covenanted and agreed to pay when due, all sums required for the principal and interest thereon, and the Bonds will be additionally secured by a Trust Indenture which will constitute a forecloseable lien upon the Project.

In addition the Lessee has agreed to pay as additional rentals to Lexington County, the School District, and all other political units wherein the Project is located, in lieu of taxes, such amounts as would result from taxes levied on the Project by Lexington County, the said School District, and the said other political units wherein the Project is situate, if the Project were owned by the Lessee, but with appropriate reductions similar to the tax exemptions, if any, which would be afforded to the Lessee if it were the owner of the Project.

The Lease by which Lexington County will lease the Project to the Lessee contains options for its renewal and provides that the Lessee may purchase the Project for One Dollar (\$1.00) upon the payment in full of the Bonds.

It is anticipated that the Project will provide employment for up to 550 persons.

Notice is further given that any interested party may at any time within twenty (20) days after the date of publication of this Notice, but not afterwards, challenge the validity of the action of the State Board in approving the undertaking of the County Board by action do novo instituted in the Court of Common Pleas for Lexington County.

THE STATE BUDGET AND CONTROL BOARD

BY: P. C. SMITH, Secretary

PUBLICATION DATE:

_____, 1972.

STATE OF SOUTH CAROLINA,
COUNTY OF RICHLAND.

I, P. C. SMITH, Auditor of the State of South Carolina, and Secretary of the State Budget and Control Board, DO HEREBY CERTIFY:

That the said State Budget and Control Board is composed of the following:

His Excellency, John C. West, Governor of South Carolina and Chairman of the Board;

The Honorable Grady Leslie Patterson, Jr., State Treasurer;

The Honorable John Henry Mills, Comptroller General of South Carolina;

The Honorable Edgar A. Brown, Chairman of the Senate Finance Committee; and

The Honorable Robert James Aycock, Chairman of the House Ways and Means Committee.

That due notice of meeting of said Board, called to be held at the office of the State Auditor, in the Hampton Office Building, at Columbia, South Carolina, at _____ .M., _____, 1972, was given to all members in writing, and at least four (4) days prior to said meeting; and all members of said Board were present at said meeting, with the exception of:

That at said meeting, a Resolution, of which the attached is a true, correct and verbatim copy, was introduced by _____, who moved its adoption; said motion was seconded by _____, and upon vote being taken and recorded it appeared that the following votes were cast:

FOR MOTION

AGAINST MOTION

The Chairman thereupon declared the Resolution
unanimously adopted, and the original thereof has been duly
entered in the permanent records of minutes of said Board, in
my custody as its Secretary.

Secretary

_____, 1972

LEXINGTON COUNTY, SOUTH CAROLINA

and

AS TRUSTEE

TRUST INDENTURE

Dated as of December 1, 1972

TRUST INDENTURE

THIS TRUST INDENTURE, comprised of two parts, herein designated as Part I and Part II, made and entered into as of the first day of December, 1972, by and between LEXINGTON COUNTY, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter sometimes referred to as the "County"), as party of the first part, and

a national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out, under and by virtue of the laws of the United States, as Trustee, party of the second part;

WITNESSETH:

PART I

WHEREAS, the County is authorized and empowered by the provisions of Act No. 103 of the Acts of the General Assembly of the State of South Carolina, for the year 1967, as amended, (the "Act") to acquire, own, improve, equip, lease, dispose of and mortgage the properties hereinafter described in order that the industrial development of South Carolina will be promoted and trade developed by inducing manufacturing enterprises to locate in South Carolina and thus utilize and employ manpower and other resources of South Carolina; and

WHEREAS, the County is further authorized by the Act to issue revenue bonds payable solely from the lease rentals, revenues and receipts from any such project and secured by a pledge of said lease rentals, revenues and receipts and by a mortgage on the land and buildings so acquired; and

WHEREAS, the County has made the necessary arrangements with The National Cash Register Company, a corporation organized and existing under the laws of the State of Maryland, and duly authorized to conduct business in the State of South Carolina

sometimes referred to as the "Lessee"), for the acquisition, improving and equipping of facilities for research, development and manufacturing, primarily for the United States Postal Service, and the necessary land and building, in connection therewith (hereinafter sometimes referred to as the "Project") which will be of the character and accomplish the purpose provided by the Act, and the County has further entered into a Lease Agreement with the Lessee specifying the terms and conditions of the acquisition, and improvement of the Project and the leasing of the same to the Lessee; and

WHEREAS, the parties hereto desire that provision be made, not only for the issuance of bonds necessary to finance the cost of the Project, but for the issuance of additional bonds under the conditions herein set forth to finance improvements to the Project; and

WHEREAS, the execution and delivery of this Trust Indenture (hereinafter sometimes referred to as the "Indenture") have been authorized by Resolutions duly adopted by the County Board of Commissioners of Lexington County (hereinafter sometimes referred to as the "County Board") and the County Board in accordance with the requirements of Section 14 of the Act has submitted its Petition to the State Budget and Control Board of South Carolina, including a general summary of the terms and conditions of the Indenture, and the State Budget and Control Board of South Carolina has duly approved the Project in accordance with the provisions of the Act and thereby authorized the County Board to proceed with the acquisition, improvement and equipping of the Project. Notice of the approval was duly published in a newspaper having general circulation in Lexington County and notwithstanding more than twenty days have elapsed from the

date of the publication of such notice, no challenge was made to the validity of such approval as provided in the Act; and

WHEREAS, it has been determined that the estimated amount necessary to finance the cost of the Project, including necessary expenditures incidental thereto, will require the issuance, sale and delivery of Bonds designated as LEXINGTON COUNTY FIRST MORTGAGE INDUSTRIAL REVENUE BONDS, SERIES 1972 (THE NATIONAL CASH REGISTER COMPANY - LESSEE) in the aggregate principal amount of \$1,520,000 as hereinafter provided; and

WHEREAS, the issuance of such Series 1972 Bonds under the Act has been in all respects duly and validly authorized by resolutions duly passed and approved by the County Board; and

WHEREAS, the \$1,520,000 aggregate principal amount of Series 1972 Bonds to be issued, the interest coupons to be attached thereto, and the Trustee's Certificate of Authentication to be endorsed on such Bonds, are all to be in substantially the form set forth as Exhibit B hereto, with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture; and

WHEREAS, all things necessary to make the Series 1972 Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the County according to the import thereof, and to constitute this Indenture a valid lien on the properties mortgaged and a valid pledge of the lease rentals, revenues and receipts herein made to the payment of the principal of, premium, if any, and interest on the Series 1972 Bonds, have been done and performed, and the creation, execution and delivery of this Indenture and the creation, execution and issuance of the Series 1972 Bonds, subject to the terms hereof, have in all respects been duly authorized;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THIS TRUST INDENTURE WITNESSETH:

That the County, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the holders and owners thereof, and of the sum of one dollar, lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable considerations, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and the performance and observance by the County of all the covenants expressed or implied herein and in the Bonds, does hereby, subject to the terms and provisions of the Lease Agreement, grant, bargain, sell, convey, mortgage, pledge and assign unto Exchange Security Bank, as Trustee, and unto its successors in trust, and to its assigns forever, for the securing of the performance of the obligations of the County hereinafter set forth, the following:

I

The real property situated in Lexington County, State of South Carolina, described in Exhibit A attached hereto, with all buildings, additions, improvements and fixtures now or hereafter located thereon and with the tenements, hereditaments, servitudes, appurtenances, rights, privileges and immunities thereunto belonging or appertaining which may from time to time be owned by the County.

II

All right, title and interest of the County in and to the Lease Agreement, dated as of October 1, 1972, between the County and The National Cash Register Company.

III

All lease rentals, revenues and receipts arising out of or in connection with the ownership of the Project, except amounts paid under Section 5.5 or Section 8.7 of the aforementioned Lease Agreement.

IV

Any and all other property from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder by the County or by anyone on its behalf or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby conveyed and assigned, or agreed or intended so to be, to the Trustee and its successors in said trust and to them and their assigns forever.

IN TRUST NEVERTHELESS, Upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all holders and owners of the Bonds and interest coupons thereto appertaining issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds or interest coupons thereto appertaining over any of the others of the Bonds or interest coupons;

PROVIDED, HOWEVER, that if the County shall pay or cause to be paid to the holders and owners of the Bonds and bearers of interest coupons the principal, interest and premium, if any, to become due thereon at the times and in the manner stipulated therein and herein and if the County shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, or if the issuance of the Series

1972 Bonds is not made within the time provided in Section 4.2 of the Lease Agreement, then these presents and the estate and rights hereby granted shall, at the option of the County, cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the County such instruments in writing as shall be requisite to satisfy the lien hereof, and deliver to the County any property at the time subject to the lien of this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Lessee under Section 510 hereof and except cash held by the Trustee for the payment of interest on and retirement of the Bonds; otherwise this Indenture to be and remain in full force and effect.

THIS TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said lease rentals, revenues and receipts hereby pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the County has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective holders and owners, from time to time, of the said Bonds and the bearers of the interest coupons thereto appertaining, or any part thereof, as follows, that is to say:

ARTICLE I
DEFINITIONS

SECTION 101. The terms defined in Section 101 (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto, shall have the respective meanings specified in this Section 101. Other definitions appear in Section 101 A of Part II.

"ADDITIONAL BONDS" means the Bonds of the County issued under Section 209 of this Indenture.

"BOND" or "BONDS" mean the Lexington County First Mortgage Industrial Revenue Bonds of all series, from time to time authenticated and delivered under this Indenture.

"CONSTRUCTION FUND" or "LEXINGTON COUNTY INDUSTRIAL CONSTRUCTION FUND - THE NATIONAL CASH REGISTER COMPANY PROJECT" means the fund created by Section 602 hereof.

"COUNTY" means Lexington County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"COUNTY BOARD" means the County Board of Commissioners of Lexington County, and any successor body.

"LESSEE" means The National Cash Register Company, a Maryland Corporation, and its successors and assigns and any surviving, resulting or transferee corporation as provided in Section 8.3 of the Lease Agreement.

"SERIES 1972 BONDS" means the \$1,520,000 Lexington County First Mortgage Industrial Revenue Bonds, Series 1972 (The National Cash Register Company - Lessee) of the County to be issued initially pursuant to the Indenture.

SECTION 102. References to Sections of this Indenture.
Whenever reference is made in this Indenture to any Section in

Part I by relating such reference to a section number, such reference shall be deemed to include a reference to the section correspondingly numbered, with the suffix "A", in Part II hereof. To illustrate the intent and meaning of this provision, let it be assumed that reference is made to Section 510 hereof. Such reference shall be deemed to include reference to Section 510 A of Part II of this Indenture, and Section 510 A of Part II shall be embraced by the reference to Section 510. If a reference is made to a section in Part I and there is no correspondingly numbered section in Part II, then the reference shall relate only to that numbered section in Part I. Whenever there are no correspondingly numbered sections in Part II of this Indenture, that fact is so stated. References to Articles shall include a reference to the Article correspondingly numbered, with the suffix "A", in Part II, e.g. a reference to Article III in Part I will include a reference to Article III A in Part II.

ARTICLE II

THE BONDS

SECTION 201. Restrictions on Issuance of Bonds. No Bonds may be issued under provisions of this Indenture except in accordance with this Article.

The total principal amount of Bonds that may be outstanding pursuant to the provisions of this Indenture is hereby expressly limited to \$5,000,000 at any one time.

SECTION 202. Issuance of Series 1972 Bonds. The Series 1972 Bonds in the aggregate principal amount of \$1,520,000, dated as of December 1, 1972, shall be in coupon bond form and shall be designated "First Mortgage Industrial Revenue Bonds, Series 1972 (The National Cash Register Company - Lessee)." They shall bear interest from December 1, 1972, at the rate of five and eighty-five Hundredths per centum (5.85%) per annum, payable June 1, 1973, and semi-annually thereafter on December 1 and June 1 of each year. They shall be in the denomination of \$5,000 each and shall be numbered consecutively from 1 upwards, and shall mature in numerical order on December 1 in each of the years set forth in, and in the principal amount set opposite each year in, the following schedule:

<u>December 1 in the year</u>	<u>Principal Amount Maturing</u>	<u>Interest Rate</u>
1988	\$ 150,000	5.85%
1989	150,000	5.85%
1990	150,000	5.85%
1991	150,000	5.85%
1992	150,000	5.85%
1993	150,000	5.85%
1994	150,000	5.85%
1995	150,000	5.85%
1996	150,000	5.85%
1997	170,000	5.85%

The interest on the Series 1972 Bonds shall be evidenced by coupons. The principal of, premium, if any, and interest on the Series 1972 Bonds, except as otherwise provided in the case

of registration of Series 1972 Bonds as provided in Section 208 hereof, shall be payable, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, to bearer upon presentation and surrender of the Series 1972 Bonds or coupons as they respectively become due, at the principal office of the Trustee.

SECTION 203. Execution; Limited Obligation. The provisions of Section 203 are set forth and appear in this Indenture in Section 203 A of Part II.

SECTION 204. Authentication. The provisions of Section 204 are set forth and appear in this Indenture in Section 204 A of Part II.

SECTION 205. Form of Series 1972 Bonds. The Series 1972 Bonds issued under this Indenture and the coupons attached thereto shall be substantially in the form set forth as Exhibit "B" hereto, with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

The form of the Bonds of any other series shall be as prescribed by the Supplemental Indenture providing for the issuance thereof.

SECTION 206. Delivery of Series 1972 Bonds. Upon the execution and delivery of this Indenture, the County shall execute and deliver to the Trustee, and the Trustee shall authenticate the Series 1972 Bonds in the aggregate principal amount of \$1,520,000 and deliver them to the purchaser as may be directed by the County as hereinafter in this Section 206 provided.

Prior to the authentication by the Trustee of any such Bonds, there shall be filed with the Trustee:

1. A copy, duly certified by the Secretary, of the Resolution of the County Board, authorizing the execution and delivery of the Lease Agreement.

2. An original executed counterpart of the Lease Agreement.

3. A copy, duly certified by the Secretary, of the Resolution of the County Board, authorizing the execution and delivery of this Indenture and the issuance of the \$1,520,000 aggregate principal amount of the Series 1972 Bonds.

4. The written opinion of counsel for the County, or other counsel satisfactory to the Trustee, expressing the conclusion that the County has title to the land described in Exhibit A attached hereto free and clear of liens and encumbrances upon said land (except for Permitted Encumbrances as defined in the Lease Agreement).

5. A title insurance policy (or an appropriate binder) meeting the requirements of Section 3.3 of the Lease Agreement.

6. A request and authorization to the Trustee on behalf of the County Board and signed by the Chairman and Secretary to authenticate and deliver the Series 1972 Bonds in the aggregate principal amount of \$1,520,000 to the purchasers therein identified, upon payment to the Trustee, but for the account of the County, of the sum specified in such request and authorization, plus accrued interest thereon to the date of delivery. Such proceeds shall be paid over to the Trustee and deposited to the credit of the Bond Fund and Construction Fund as hereinafter provided under Article VI hereof.

SECTION 207. Mutilated, Lost, Stolen or Destroyed Bonds or Coupons. The provisions of Section 207 are set forth and appear in this Indenture in Section 207 A of Part II.

SECTION 208. Registration of Bonds; Persons Treated as Owners. The provisions of Section 208 are set forth and appear in this Indenture in Section 208 A of Part II.

SECTION 209. Issuance of Additional Bonds. The County, at the request of the Lessee and to the extent permitted by law in effect at the time thereof, shall use its best efforts to issue Additional Bonds from time to time for the purpose of providing additional moneys, to be used for the purpose of providing for the acquisition of additional land or interest therein within the County which shall become part of the Leased Land (as defined in the Lease Agreement), or for the acquisition, construction or improvement of buildings, structures, facilities, machinery or equipment, all to become part of the Project and to be located on the Leased Land (as defined in the Lease Agreement) on a parity with the Series 1972 Bonds and any Additional Bonds theretofore or thereafter issued and payable from the Bond Fund; provided, that no Additional Bonds shall be issued either prior to the expiration of three years from the date of delivery of the Series 1972 Bonds or thereafter, if by reason of such issuance any covenant made by the Lessee in Section 8.9 of the Lease Agreement is violated. The proceeds of any Additional Bonds shall be used solely to pay the costs of improvement to the Project and to pay the costs incident to the issuance of the Additional Bonds, in accordance with Section 8.10 of the Lease Agreement. The aggregate principal amount of all Bonds issued (including Series 1972 Bonds and Additional Bonds to be issued) to be outstanding at any one time pursuant to this Indenture shall not exceed \$5,000,000.

Such Additional Bonds shall be issued in such series and principal amounts, within the limitations herein provided, shall be dated, shall bear interest at such rate or rates, shall be subject to redemption at such times and prices, and, shall mature in such years as the indenture supplemental hereto authorizing the issuance thereof shall fix and determine and, when so issued, shall be deposited with the Trustee for authentication and delivery.

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SECTION 210. Delivery of Additional Bonds. Upon the execution and delivery in each instance of an appropriate indenture supplemental hereto, the County shall execute and deliver to the Trustee, and the Trustee shall authenticate such Additional Bonds and deliver them to the purchaser or purchasers as may be directed by the County, as hereinafter in this Section 210 provided. Prior to the delivery by the Trustee of any such Bonds there shall be filed with the Trustee:

1. A valid and effective amendment to the Lease Agreement, pursuant to Section 8.10 thereof, extending the Lease Term where required, to the extent permitted by said Section 8.10, providing for the inclusion within the Project (as defined in the Lease Agreement) of any real estate and interest therein and any buildings, structures, facilities, machinery, equipment and related property to be acquired by purchase or construction from the proceeds of the Additional Bonds, and providing for an increase in the obligations of the Lessee in accordance with Section 5.3 of the Lease Agreement.

2. A valid and effective supplemental indenture providing for the issuance of such new series of Additional Bonds and subjecting to the lien of this Indenture any and all real estate and interest therein, and any building, structures, facilities, machinery, equipment and related property acquired by purchase or construction from the proceeds of such Additional Bonds, and pledging and assigning the additional rentals to the payment of the Bonds, subject to the rights of the Lessee under the Lease Agreement.

3. A copy, duly certified by the Secretary, of the Resolutions theretofore adopted and approved, authorizing the execution and delivery of such supplemental indenture and such amendments to the Lease Agreement and the issuance of such Bonds.

4. A request and authorization to the Trustee on behalf of the County and signed by the Chairman and the Secretary to deliver such Bonds to the purchaser or purchasers therein identified upon payment to the Trustee, for the account of the County, of a specified sum, plus any accrued interest. The proceeds of such Bonds shall be paid over to the Trustee and deposited to the credit of the Bond Fund and Construction Fund as herein provided under Article VI hereof.

5. A certificate of independent certified public accountants stating that by the issuance of such Additional Bonds there will be no violation of any covenant of the Lessee made pursuant to Section 8.9 of the Lease Agreement.

6. A written opinion by an attorney or firm of attorneys of recognized national standing on the subject of municipal bonds, to the effect that the issuance of such Bonds and the execution thereof have been duly authorized, the conditions precedent to the delivery thereof have been fulfilled, and that the tax exempt status of the interest on the Bonds is not affected by the issuance of such Additional Bonds.

ARTICLE III

REDEMPTION OF SERIES 1972 BONDS BEFORE MATURITY

SECTION 301. Redemption Dates and Prices. The Series 1972 Bonds are noncallable for redemption prior to December 1, 1982, except in the event of (1) exercise by the Lessee of its options to purchase the Project as provided in Section 11.2 of the Lease Agreement, or (2) mandatory purchase of the Project by the Lessee pursuant to Section 12.2 of the Lease Agreement. If called for redemption in either of such events, the Series 1972 Bonds shall be subject to redemption by the County at the earliest possible date after notice as provided in Section 302 of this Indenture, whether or not such date is an interest payment date, in whole and not in part, at the principal amount thereof, plus accrued interest to the redemption date and,

(a) in the event of redemption on or before December 1, 1982, as a result of the exercise of the option provided in Section 11.2 of the Lease Agreement by reason of the occurrence of the event set forth in paragraph (d) of said Section 11.2, a redemption premium of (i) two per centum (2%) of the principal amount of each Series 1972 Bond then outstanding if its redemption shall be effected on or before December 1, 1977, or (ii) one per centum (1%) of the principal amount of each Series 1972 Bond then outstanding if its redemption shall be effected after December 1, 1977, and on or before December 1, 1982; or

(b) in the event of redemption as a result of the mandatory purchase of the Project pursuant to Section 12.2 of the Lease Agreement, a redemption premium determined by multiplying the annual interest on each Series 1972 Bond outstanding on the date as of which interest on the Series 1972 Bonds becomes (or is determined to become as provided in Section 12.2 of the Lease Agreement) taxable by the number of 360-day periods, or fractions thereof, between the date as of which interest on the Series 1972 Bonds is (or is determined to be as provided in Section 12.2 of the Lease Agreement) taxable and the date so fixed for redemption or the earlier payment date of any Series 1972 Bond which shall have been paid (whether at maturity or by redemption) subsequent to the date as of which interest on the

Series 1972 Bonds is (or is so determined to be) taxable and prior to the date fixed for redemption (less any option redemption premium previously paid on any such Series 1972 Bond.)

If it shall occur that any Series 1972 Bond is paid or retired subsequent to the date as of which interest on the Series 1972 Bonds is (or is determined to be as provided in Section 12.2 of the Lease Agreement) taxable as a result of the violation of any covenant set forth in Section 8.9 (2) or Section 8.9 (4) of the Lease Agreement and prior to the redemption of the Series 1972 Bonds by use of the purchase price derived from the mandatory purchase of the Project by the Lessee pursuant to Section 12.2 of the Lease Agreement, then in such event the person who shall have been the holder of any such Series 1972 Bond on the occasion of its payment (whether at maturity or by redemption) shall receive a premium computed in accordance with the provisions of Section 12.4 of the Lease Agreement to be paid from the purchase price paid by the Lessee under Section 12.2 of the Lease Agreement.

The Series 1972 Bonds are also subject to redemption by the County prior to maturity on any interest payment date on or after December 1, 1982, in whole or in part, in inverse order of their maturity (less than all of such Series 1972 Bonds of a single maturity to be selected by lot by the Trustee) at the redemption prices (expressed as percentages of principal amount) set forth in the table below, plus accrued interest to the redemption date:

<u>Redemption Date</u> <u>(dates inclusive)</u>	<u>Redemption Price</u>
December 1, 1982 to December 1, 1984	104%
June 1, 1985 to December 1, 1987	103%
June 1, 1988 to December 1, 1990	102%
June 1, 1991 to December 1, 1993	101%
June 1, 1994 and thereafter	100%

SECTION 302. Notice of Redemption. The provisions of Section 302 are set forth and appear in this Indenture in Section 302 A of Part II.

SECTION 303. Cancellation. The provisions of Section 303 are set forth and appear in this Indenture in Section 303 A of Part II.

SECTION 304. Unpaid Coupons. The provisions of Section 304 are set forth and appear in Section 304 A of Part II.

SECTION 305. Purchase of Bonds. The provisions of Section 305 are set forth and appear in Section 305 A of Part II.

ARTICLE IV

GENERAL COVENANTS

The provisions of Article IV are set forth and appear in this Indenture in Article IV A of Part II.

ARTICLE V

REVENUES AND FUNDS

SECTION 501. Source of Payment of Bonds. The provisions of Section 501 are set forth and appear in this Indenture in Section 501 A of Part II.

SECTION 502. Creation of the Bond Fund. The provisions of Section 502 are set forth and appear in this Indenture in Section 502 A of Part II, except that the fund therein referred to shall be designated as "Lexington County Industrial Revenue Bond Fund - The National Cash Register Company Project."

SECTION 503. Payments into the Bond Fund. The provisions of Section 503 are set forth and appear in this Indenture in Section 503 A of Part II.

SECTION 504. Use of Moneys in the Bond Fund. The provisions of Section 504 are set forth and appear in this Indenture in Section 504 A of Part II.

SECTION 505. Custody of the Bond Fund. The provisions of Section 505 are set forth and appear in this Indenture in Section 505 A of Part II.

SECTION 506. Non-presentment of Bonds or Coupons. The provisions of Section 506 are set forth and appear in this Indenture in Section 506 A of Part II.

SECTION 507. Trustee's and Paying Agents' Fees, Charges and Expenses. The provisions of Section 507 are set forth and appear in this Indenture in Section 507 A of Part II.

SECTION 508. Moneys to be Held in Trust. The provisions of Section 508 are set forth and appear in this Indenture in Section 508 A of Part II.

SECTION 509. Insurance and Condemnation Proceeds. The provisions of Section 509 are set forth and appear in this Indenture in Section 509 A of Part II.

SECTION 510. Repayment to the Lessee from the Bond Fund. The provisions of Section 510 are set forth and appear in this Indenture in Section 510 A of Part II.

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ARTICLE VI

CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

SECTION 601. Deposits in the Bond Fund. The provisions of Section 601 are set forth and appear in this Indenture in Section 601 A of Part II.

SECTION 602. Construction Fund; Disbursements. The provisions of Section 602 are set forth and appear in this Indenture in Section 602 A of Part II, except that the fund therein referred to shall be designated as "Lexington County Industrial Construction Fund - The National Cash Register Company Project."

ARTICLE VII

INVESTMENTS

The provisions of Article VII are set forth and appear in this Indenture in Article VII A of Part II.

ARTICLE VIII

POSSESSION, USE AND PARTIAL RELEASE OF LEASED PROPERTY

The provisions of Article VIII are set forth and appear in this Indenture in Article VIII A of Part II.

ARTICLE IX

DISCHARGE OF LIEN

The provisions of Article IX are set forth and appear in this Indenture in Article IX A of Part II.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 1001. Defaults; Events of Default. The provisions of Section 1001 are set forth and appear in this Indenture in Section 1001 A of Part II.

SECTION 1002. Acceleration. The provisions of Section 1002 are set forth and appear in this Indenture in Section 1002 A of Part II.

SECTION 1003. Surrender of Possession of Mortgaged Property; Rights and Duties of Trustee in Possession; Other Remedies. The provisions of Section 1003 are set forth and appear in this Indenture in Section 1003 A of Part II.

SECTION 1004. Rights of Bondholders. The provisions of Section 1004 are set forth and appear in this Indenture in Section 1004 A of Part II.

SECTION 1005. Rights of Bondholders to Direct Proceedings. The provisions of Section 1005 are set forth and appear in this Indenture in Section 1005 A of Part II.

SECTION 1006. Appointment of Receiver. The provisions of Section 1006 are set forth and appear in this Indenture in Section 1006 A of Part II.

SECTION 1007. Foreclosure of Indenture. The provisions of Section 1007 are set forth and appear in this Indenture in Section 1007 A of Part II.

SECTION 1008. Application of Moneys. The provisions of Section 1008 are set forth and appear in this Indenture in Section 1008 A of Part II.

SECTION 1009. Remedies Vested in Trustee. The provisions of Section 1009 are set forth and appear in this Indenture in Section 1009 A of Part II.

SECTION 1010. Rights and Remedies of Bondholders. The provisions of Section 1010 are set forth and appear in this Indenture in Section 1010 A of Part II.

SECTION 1011. Termination of Proceedings. The provisions of Section 1011 are set forth and appear in this Indenture in Section 1011 A of Part II.

SECTION 1012. Waivers of Events of Default. The provisions of Section 1012 are set forth and appear in this Indenture in Section 1012 A of Part II.

SECTION 1013. Notice of Defaults; Opportunity of the County and Lessee to Cure Defaults. The provisions of Section 1013 are set forth and appear in this Indenture in Section 1013 A of Part II, except that in lieu of 30 days after receipt of notice to correct a default, the County shall have 60 days for such purpose, so that the first paragraph of this Section 1013 shall read:

"Anything herein to the contrary notwithstanding, no default (other than a default under Section 1001(a), Section 1001(b) or Section 1001(c) hereof, to which this Section 1013 shall not be applicable) shall constitute an event of default until actual notice of such default by registered or certified mail shall be given by the Trustee or by the holders of not less than twenty-five per cent of the aggregate principal amount of Bonds then outstanding to the Lessee and the County, and the County shall have had sixty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such

that it cannot be corrected within the applicable period, it shall not constitute an event of default if corrective action is instituted by the Lessee or the County, as the case may be, within the applicable period and diligently pursued until the default is corrected."

The remaining portions of Section 1013 are set forth and appear in the second and third paragraphs of Section 1013 A of Part II.

SECTION 1014. Powers of Trustee Upon Event of Default

Under Lease Agreement or in Payment of Bonds. The provisions of Section 1014 are set forth and appear in this Indenture in Section 1014 A of Part II.

ARTICLE XI

THE TRUSTEE

SECTION 1101. Acceptance of the Trusts. The provisions of Section 1101 are set forth and appear in this Indenture in Section 1101 A of Part II.

SECTION 1102. Fees, Charges and Expenses of Trustee. The provisions of Section 1102 are set forth and appear in this Indenture in Section 1102 A of Part II.

SECTION 1103. Notice to Bondholders if Default Occurs. The provisions of Section 1103 are set forth and appear in this Indenture in Section 1103 A of Part II.

SECTION 1104. Intervention by Trustee. The provisions of Section 1104 are set forth and appear in this Indenture in Section 1104 A of Part II.

SECTION 1105. Successor Trustee. The provisions of Section 1105 are set forth and appear in this Indenture in Section 1105 A of Part II.

SECTION 1106. Resignation by the Trustee. The provisions of Section 1106 are set forth and appear in this Indenture in Section 1106 A of Part II.

SECTION 1107. Removal of the Trustee. The provisions of Section 1107 are set forth and appear in this Indenture in Section 1107 A of Part II.

SECTION 1108. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. The provisions of Section 1108 are set forth and appear in this Indenture in Section 1108 A of Part II, except that the reported capital and surplus of such institution shall be not less than \$10,000,000.

SECTION 1109. Concerning any Successor Trustee. The provisions of Section 1109 are set forth and appear in this Indenture in Section 1109 A of Part II.

SECTION 1110. Right of Trustee to Pay Taxes and Other Charges. The provisions of Section 1110 are set forth and appear in this Indenture in Section 1110 A of Part II.

SECTION 1111. Trustee Protected in Relying Upon Resolutions etc. The provisions of Section 1111 are set forth and appear in this Indenture in Section 1111 A of Part II.

SECTION 1112. Successor Trustee as Trustee of Bond Fund and Construction Fund, Paying Agent and Bond Registrar. The provisions of Section 1112 are set forth and appear in this Indenture in Section 1112 A of Part II.

SECTION 1113. Trust Estate May be Vested in Separate or Co-Trustee. The provisions of Section 1113 are set forth and appear in this Indenture in Section 1113 A of Part II.

ARTICLE XII

SUPPLEMENTAL INDENTURES

SECTION 1201. Supplemental Indentures Not Requiring Consent of Bondholders. The provisions of Section 1201 are set forth and appear in this Indenture as Section 1201 A of Part II, except that, in addition to the instances therein set forth, in which the County and the Trustee may enter an indenture or indentures supplemental to this Indenture, without the consent of, or notice to, any of the Bondholders, the County and the Trustee may enter into an indenture or indentures supplemental to this Indenture for the purpose of making provision for the issuance of Additional Bonds to the extent permitted by Section 209 hereof.

SECTION 1202. Supplemental Indentures Requiring Consent of Bondholders. The provisions of Section 1202 are set forth and appear in this Indenture in Section 1202 A of Part II.

ARTICLE XIII

AMENDMENT TO LEASE AGREEMENT

SECTION 1301. Amendments, etc. to Lease Agreement Not Re-
quiring Consent of Bondholders. The provisions of Section 1301
are set forth and appear in this Indenture as Section 1301 A of
Part II, except that, in addition to the instances therein set
forth, in which the County and the Trustee may consent to any
amendment, change or modification of the Lease Agreement, without
the consent of, or notice to, any of the Bondholders, the County
and the Trustee may consent to any amendment, change or modifi-
cation of the Lease Agreement as may be required to effect the
issuance of Additional Bonds which are authorized by Section 209
hereof, but within the limitations prescribed by Section 8.10 of
the Lease Agreement.

SECTION 1302. Amendments, etc. to Lease Agreement Re-
quiring Consent of Bondholders. The provisions of Section 1302
are set forth and appear in this Indenture in Section 1302 A
of Part II.

ARTICLE XIV

MISCELLANEOUS

SECTION 1401. Consents, etc., of Bondholders. The provisions of Section 1401 are set forth and appear in this Indenture in Section 1401 A of Part II.

SECTION 1402. Limitation of Rights. The provisions of Section 1402 are set forth and appear in this Indenture in Section 1402 A of Part II.

SECTION 1403. Severability. The provisions of Section 1403 are set forth and appear in this Indenture in Section 1403 A of Part II.

SECTION 1404. Trustee as Paying Agent and Registrar. The provisions of Section 1404 are set forth and appear in this Indenture in Section 1404 A of Part II.

SECTION 1405. Payments Due on Sundays and Holidays. The provisions of Section 1405 are set forth and appear in this Indenture in Section 1405 A of Part II.

SECTION 1406. Counterparts. The provisions of Section 1406 are set forth and appear in this Indenture in Section 1406 A of Part II.

SECTION 1407. Laws Governing Indenture and Situs and Administration of Trust. The provisions of Section 1407 are set forth and appear in this Indenture in Section 1407 A of Part II.

SECTION 1408. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, or given when dispatched by telegram when telegraphic notice is permitted by express provisions of this Indenture, addressed as follows: If to the County, to the County Board of Commissioners of Lexington County, Lexington County Courthouse,

Lexington, South Carolina; if to the Lessee, at Main and K
Streets, Dayton, Ohio 45409, Attention: Treasurer; if to the
Trustee, at _____, _____,
_____, _____, Attention:

Corporate Trust Officer. The County, the Lessee and the Trustee
may, by notice given to all parties to this Indenture, designate
any further or different addresses to which subsequent notices,
certificates or other communications shall be sent.

P A R T I I

ARTICLE I A

ADDITIONAL DEFINITIONS

SECTION 101 A. The terms defined in this Section 101 A (except as herein otherwise expressly provided, or unless the context otherwise requires) for all purposes of this Indenture and of any indenture supplemental hereto shall have the respective meanings herein specified in this Section 101 A.

"ACT" means Act No. 103 of the Acts of the General Assembly of the State of South Carolina for the year 1967, as amended.

"BONDHOLDER" or "HOLDER" or "OWNER OF THE BONDS" means the bearer of any coupon Bond which is not registered or is registered to bearer, and the registered owner of any Bond registered otherwise than to bearer.

"BOND REGISTRAR" means the Trustee acting in the capacity of keeper of the books upon which is noted the registration of any Bond.

"CHAIRMAN" means the chief executive officer of the County Board. The term shall also include the Vice Chairman of the County Board whenever, by reason of absence, illness, or other reason, the person who is the Chairman is unable to act.

"DEFAULT" means any of those defaults specified in and defined by Section 1001 hereof.

"EXTRAORDINARY SERVICES" and "EXTRAORDINARY EXPENSES" means all services rendered and all expenses incurred under the Indenture other than Ordinary Services and Ordinary Expenses.

"INDENTURE" means these presents and other indentures supplemental hereto with the Trustee in pursuance hereof.

"LEASE AGREEMENT" means the Lease Agreement executed by and between the County and the Lessee, dated as of the date hereof.

"MORTGAGED PROPERTY" means the properties conveyed as security hereunder and described in the numbered paragraphs following the granting clause of this Indenture.

"ORDINARY SERVICES" and "ORDINARY EXPENSES" mean those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

The term "OUTSTANDING" or "BONDS OUTSTANDING" means all Bonds which have been duly authenticated and delivered by the Trustee under this Indenture, except

(a) Bonds theretofore cancelled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which cash funds shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 207 hereof, unless proof satisfactory to the Trustee is presented to the Trustee that any such Bonds are held by bona fide purchasers

"INDENTURE" means these presents and other indentures supplemental hereto with the Trustee in pursuance hereof.

"LEASE AGREEMENT" means the Lease Agreement executed by and between the County and the Lessee, dated as of the date hereof.

"MORTGAGED PROPERTY" means the properties conveyed as security hereunder and described in the numbered paragraphs following the granting clause of this Indenture.

"ORDINARY SERVICES" and "ORDINARY EXPENSES" mean those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture.

The term "OUTSTANDING" or "BONDS OUTSTANDING" means all Bonds which have been duly authenticated and delivered by the Trustee under this Indenture, except

(a) Bonds theretofore cancelled by the Trustee or theretofore delivered to the Trustee for cancellation;

(b) Bonds for the payment or redemption of which cash funds shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee; and

(c) Bonds in lieu of which others have been authenticated under Section 207 hereof, unless proof satisfactory to the Trustee is presented to the Trustee that any such Bonds are held by bona fide purchasers

as that term is defined in Article 8 of the South Carolina Uniform Commercial Code, as amended, in which case the Bond or Bonds so replaced and the Bond or Bonds authenticated and delivered therefor shall be deemed outstanding.

"PERSON" means natural persons, firms, associations, corporations and public bodies.

"PROJECT" means the land, buildings, machinery, equipment and other facilities leased under the Lease Agreement.

"SECRETARY" means the Secretary of the County Board. The term shall also include a person whose title is Clerk, and the Assistant or Acting Secretary or Clerk of the County Board whenever, by reason of absence, illness or other reason, the person who is the Secretary or Clerk is unable to act.

"TRUST ESTATE" means the Mortgaged Property.

"TRUSTEE" means the party of the second part hereto, and any successor trustee pursuant to Sections 1105 and 1108 hereof at the time serving as successor trustee hereunder,

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE I A.

ARTICLE II A

THE BONDS

SECTION 201 A. There is no Section 201 A.

SECTION 202 A. There is no Section 202 A.

SECTION 203 A. Execution; Limited Obligation. The Bonds shall be executed on behalf of the County by the Chairman of the County Board and the corporate seal of the County or a facsimile thereof shall be impressed or reproduced thereon

and attested by the Secretary of the County Board, provided that at least one of said signatures shall be a manual signature. The coupons attached to the Bonds shall be executed by the facsimiles of the official signatures of said Chairman and Secretary and such facsimiles shall have the same force and effect as if said Chairman and Secretary had manually signed each of the coupons. The Bonds, together with interest thereon, shall be limited obligations of the County, payable from the Bond Fund, and shall be a valid claim of the respective holders thereof only against such fund and the lease rentals, revenues and receipts from the leasing or sale of the Project pledged to such fund (but in addition shall be secured by the lien of the Indenture on the Project), which lease rentals, revenues and receipts (except amounts paid by the Lessee to local taxing authorities in lieu of taxes pursuant to Section 5.5 and amounts paid pursuant to Section 8.7 of the Lease Agreement) are hereby pledged and assigned for the equal and ratable payment of the Bonds and the coupons and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds and coupons do not now and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

In case any officer whose signature or facsimile of whose signature shall appear on the Bonds or coupons shall cease to be such officer before the delivery of such Bonds,

such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

SECTION 204 A. Authentication. Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit C hereto, duly executed by the Trustee, shall be entitled to any right or benefit under this Indenture. No Bond or coupon appertaining to any Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signature of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder. Before authenticating or delivering any Bonds, the Trustee shall detach and cancel all matured coupons, if any, appertaining thereto, and such cancelled coupons shall be cremated by the Trustee.

SECTION 205 A. There is no Section 205 A.

SECTION 206 A. There is no Section 206 A.

SECTION 207 A. Mutilated, Lost, Stolen or Destroyed Bonds or Coupons. In the event any Bond is mutilated, lost, stolen or destroyed, the County may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed, which new Bond shall have attached thereto coupons corresponding

in all respects to those (if any) on the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond, together with all coupons (if any) appertaining thereto shall first be surrendered to the County, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the County and the Trustee evidence of such loss, theft or destruction satisfactory to the County and the Trustee, together with indemnity satisfactory to them. In the event any such Bond or coupon shall have matured, instead of issuing a duplicate Bond or coupon, the County may pay the same without surrender thereof. The County and the Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection.

SECTION 208 A. Registration of Bonds; Persons Treated as Owners. Each of the Bonds issued hereunder in coupon form shall be fully negotiable and pass by delivery but shall be subject to registration (as hereinafter provided) as to principal or as to both principal and interest in the name of the owner on the registration books to be provided for that purpose by the County at the principal office of the Trustee, as Bond Registrar. Upon presentation at said office, any of such Bonds may be registered as to principal only and such registration shall be evidenced by notation to that effect by the Bond Registrar in the registration blank on the reverse side thereof, after which no transfer thereof shall be valid unless made, at the written request of the registered owner or his duly authorized attorney, on said registration books and similarly endorsed thereon. Such registered Bonds may be thus transferred to bearer, whereupon transferability by delivery shall be restored, but such Bonds may again, from time to time, be registered or transferred to bearer as be-

fore. Such registration of any of such Bonds shall not affect the transferability by delivery only of the coupons thereunto appertaining, provided that if upon registration of any such Bond, or at any time thereafter while registered in the name of the owner, the unmatured coupons attached evidencing interest to be thereafter paid thereon shall be surrendered to said Bond Registrar a statement to that effect will be endorsed thereon and thereafter interest evidenced by such surrendered coupons will be paid by check or draft at the times provided therein, to the registered owner by mail to the address shown on the registration books. Each of such Bonds when converted as aforesaid into a Bond registered as to both principal and interest may be reconverted into a coupon Bond at the written request of the registered owner or his duly authorized attorney and upon presentation at the office of said Bond Registrar. Upon such reconversion the coupons representing the interest to become due thereafter to the date of maturity will be attached to such Bond and a statement will be endorsed thereon by said Bond Registrar in the registration blank on the back of such Bond as to whether it is then registered as to principal alone or payable to bearer. No charge shall be made to any Bondholder for the privilege of registration and transfer hereinabove granted, but any bondholder requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any such Bond registered as to principal, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of any such Bond shall be made only to or upon the order of the registered owner thereof, or his duly authorized

attorney, and neither the County, the Trustee, any paying agent nor the Bond Registrar shall be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The County, the Trustee, the Bond Registrar and any paying agent may deem and treat the bearer of any such Bond which shall not at the time be registered as to principal (except to bearer) and the bearer of any coupon appertaining to any such Bond, whether such Bond be registered as to principal or not, as the absolute owner of such Bond or coupon, as the case may be, whether such Bond or coupon shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the County, the Bond Registrar, any paying agent nor the Trustee shall be affected by any notice to the contrary.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE II A.

ARTICLE III A

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 301 A. There is no Section 301 A.

SECTION 302 A. Notice of Redemption. In the event any of the Bonds are called for redemption, the Trustee shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall specify the maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption shall be payable and, if less than all of the Bonds of any maturity are to be

redeemed, the numbers of such Bonds so to be redeemed. Such notice shall be given by publication at least once not less than 30 days nor more than 60 days prior to the redemption date in a newspaper or financial journal of general circulation published in the City of New York, New York, and in the case of the redemption of fully registered Bonds upon mailing a copy of the redemption notice by first class mail at least 30 days prior to the date fixed for redemption to the holder of each registered Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If all of the Bonds to be redeemed are registered Bonds, notice by mailing given by first class mail to the holder or holders thereof, at the addresses shown on the registration books, not less than 30 days prior to the date fixed for redemption as aforesaid shall be sufficient and published notice of the call for redemption need not be given and failure duly to give such notice by mailing, or any defect in the notice, to the holder of any registered Bond designated for redemption shall not affect the validity of the proceedings for the redemption of any other Bond. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit with the Trustee and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture. If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason, it is impossible or impracticable to publish such notice of call for redemption in the manner herein

provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice.

SECTION 303 A. Cancellation. All Bonds which have been redeemed shall be cancelled and cremated by the Trustee together with the unmatured coupons appertaining thereto and shall not be reissued and a counterpart of the certificate of cremation evidencing such cremation shall be furnished by the Trustee to the County and the Lessee.

SECTION 304 A. Unpaid Coupons. All unpaid coupons which appertain to Bonds which have been called for redemption and which shall have become payable on or prior to the date fixed for redemption shall continue to be payable to the bearers thereof severally and respectively upon the presentation and surrender of such coupons.

SECTION 305 A. Purchase of Bonds. The Trustee shall, if and to the extent practicable, purchase Bonds at the written direction of the County upon request of the Lessee, at such time, in such manner and at such price as may be specified by the Lessee. The Trustee may so purchase Bonds with any moneys then held by the Trustee and available for the redemption or purchase of Bonds in excess of any amount set aside for payment of Bonds called for redemption; provided, that any limitations or restrictions on such redemption or purchase contained in the Lease Agreement or this Indenture shall be complied with. The expenses of such purchase shall be deemed an expense of the Trustee under Section 1102.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE III A.

ARTICLE IV A

GENERAL COVENANTS

SECTION 401 A. Condition of County's Obligation; Payment of Principal and Interest. Each and every covenant herein made, including all covenants made by the various sections of this Article, is predicated upon the condition that any obligation for the payment of money incurred by the County shall not create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers, but shall be payable solely from the lease rentals, revenues and receipts derived from or in connection with the Project, including all moneys received under the Lease Agreement (except amounts paid pursuant to Section 5.5 or 8.7 of the Lease Agreement) which are required to be set apart and transferred to the Bond Fund, which lease rentals, revenues and receipts are hereby specifically pledged to the payment thereof in the manner and to the extent in this Indenture specified and nothing in the Bonds or coupons or in this Indenture shall be considered as pledging any other funds or assets of the County.

The County covenants that it will promptly pay the principal of, including any applicable redemption premiums, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds, and in the coupons appertaining thereto according to the true intent and meaning thereof.

SECTION 402 A. Performance of Covenants; Authority of County. The County covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all

proceedings pertaining thereto. The County covenants that it is duly authorized under the Constitution and Laws of the State of South Carolina, to issue the Bonds authorized hereby and to execute this Indenture, to convey the property described in and conveyed hereby and to pledge the lease rentals, revenues and receipts hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof and the coupons appertaining thereto in the hands of the bearers thereof are and will be valid and enforceable obligations of the County according to the import thereof.

SECTION 403 A. Ownership; Instruments of Further Assurance

The County covenants that it lawfully owns and is lawfully possessed of the land described in Exhibit A attached hereto and that it has good and indefeasible title and estate therein (except for Permitted Encumbrances as defined in the Lease Agreement), and that it lawfully owns and is lawfully possessed of the equipment and machinery described in Exhibit B attached hereto (or, in the case of any such equipment and machinery not yet acquired, that the same will be acquired by the County from the moneys in the Construction Fund or furnished by the Lessee pursuant to Section 4.6 of the Lease Agreement), and that it will defend the title to the Project and every part thereof to the Trustee, for the benefit of the holders and owners of the Bonds and the bearers of the coupons appertaining thereto against the claims and demands of all persons whomsoever. The County covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and de-

livered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Trustee all and singular the property herein described and the lease rentals, revenues and receipts pledged hereby to the payment of the principal of and interest and premium, if any, on the Bonds. Any and all property hereafter acquired which is of the kind or nature herein provided to be and become subject to the lien hereof shall ipso facto, and without any further conveyance, assignment or act on the part of the County or the Trustee, become and be subject to the lien of this Indenture as fully and completely as though specifically described herein, but nothing in this sentence contained shall be deemed to modify or change the obligations of the County under this Section. The County covenants and agrees that, except as herein and in the Lease Agreement provided, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project or the lease rentals, revenues and receipts therefrom or of its rights under the Lease Agreement.

SECTION 404 A. Payment of Taxes, Charges, etc. Pursuant to the provisions of Section 6.3 of the Lease Agreement the Lessee has agreed to pay all lawful taxes, assessments and charges at any time levied or assessed upon or against the Project, or any part thereof, failure to pay which might impair or prejudice the lien and priority of this Indenture; provided, however, that nothing contained in this Section shall require the payment of any such taxes, assessments or charges if the same are not required to be paid under the provisions of Section 6.3 of the Lease Agreement.

SECTION 405 A. Maintenance and Repair. Pursuant to the provisions of Section 6.1 of the Lease Agreement the Lessee has agreed at its own expense to cause the Project to be kept in as reasonably safe condition as its operations shall permit, and that it will from time to time cause to be made all needed repairs so that the Project shall at all times be kept in good repair and in good operating condition, and that the Lessee may, at its own expense, make from time to time additions, modifications and improvements to the Project under the terms and conditions set forth in Section 6.1 of the Lease Agreement.

SECTION 406 A. Inspection of the Project Books. The County covenants and agrees that all books and documents in its possession relating to the Project and the lease rentals, revenues and receipts derived from the Project shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

SECTION 407 A. Rights under Lease Agreement. The Lease Agreement, duly executed counterpart of which has been filed with the Trustee, sets forth the covenants and obligations of the County and the Lessee, including a provision that subsequent to the initial issuance of the Bonds and prior to their payment in full, or provision for payment thereof in accordance with the provisions hereof, the Lease Agreement may not be effectively amended, changed, modified, altered or terminated (other than as provided therein) without the written consent of the Trustee, and reference is hereby made to the Lease Agreement for a detailed statement of said covenants and obligations of the Lessee under the Lease Agreement, and the County agrees that the Trustee in its name or in the name of the County may enforce all rights of the County and all obligations of the Lessee under

and pursuant to the Lease Agreement for and on behalf of the Bondholders, whether or not the County is in default hereunder.

SECTION 408 A. List of Bondholders. To the extent that such information shall be made known to the County under the terms of this Section, it will keep on file at the corporate trust office of the Trustee a list of names and addresses of the last known holders of all Bonds payable to bearer and believed to be held by each of such last known holders. Any Bondholder may request that his name and address be placed on said list by filing a written request with the County or with the Trustee, which request shall include a statement of the principal amount of Bonds held by such holder and the numbers of such Bonds. The Trustee shall be under no responsibility with regard to the accuracy of said list. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Lessee or by holders and/or owners (or a designated representative thereof) of twenty-five per cent or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

SECTION 409 A. Recording and Filing. This Indenture shall be recorded and indexed as mortgage of real estate in the office in the County wherein are recorded mortgages of real estate, or in such other office as may be at the time provided by law as the proper place for the recordation thereof. The security interest of the Trustee created by this Indenture in any personal property and fixtures which are to be part of the Project, shall be perfected by the filing in the office in the County wherein are recorded mortgages of personal property, and

in the office of the Secretary of State of South Carolina, in the City of Columbia, South Carolina, of financing statements which fully comply with the South Carolina Uniform Commercial Code--Secured Transactions. Such financing or continuation statements shall be filed from time to time by the Trustee in said offices of the County and of the Secretary of State of South Carolina as in the opinion of counsel, as provided in Section 13.5(a)(4) of the Lease Agreement or otherwise, are necessary to preserve the lien of this Indenture.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE IV A.

ARTICLE V A

REVENUES AND FUNDS

SECTION 501 A. Source of Payment of Bonds. The Bonds herein authorized and all payments by the County hereunder are not general obligations of the County but are limited obligations payable solely from the lease rentals, revenues and receipts derived from the Project and as authorized and provided in this Indenture.

The Project has been leased under the Lease Agreement and the rental payments provided for in Section 5.3 of the Lease Agreement are to be remitted directly to the Trustee for the account of the County and deposited in the Bond Fund. Said rental payments are sufficient in amount to pay the principal of, premium, if any, and interest on the Bonds, and the entire amount of lease rentals, revenues and receipts from said Lease Agreement (except amounts paid by the Lessee to local taxing authorities in lieu of taxes pursuant to Section 5.5 and

amounts paid pursuant to Section 8.7 of the Lease Agreement) are pledged to the payment of the principal of, premium, if any, and interest on the Bonds. The County hereby covenants and agrees that it will not create any lien upon said lease rentals, revenues and receipts or the Project other than the lien hereby created.

SECTION 502 A. Creation of the Bond Fund. There is hereby created by the County and ordered established with the Trustee a trust fund to bear the designation set forth in Section 502.

SECTION 503 A. Payments into the Bond Fund. There shall be deposited into the Bond Fund all accrued interest derived from the sale of the Bonds. In addition, there shall be deposited into the Bond Fund, as and when received (a) any amount remaining in the Construction Fund to the extent provided in Section 4.3 of the Lease Agreement, except as otherwise directed pursuant to said Section 4.3; (b) all rental payments specified in Section 5.3 of the Lease Agreement; and (c) all other moneys received by the Trustee under and pursuant to any of the provisions of the Lease Agreement when accompanied by directions by Lessee that such moneys are to be paid into the Bond Fund. The County hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be deposited, in the Bond Fund for its account sufficient sums from lease rentals, revenues and receipts derived from the Project promptly to meet and pay the principal of, interest and premium, if any, on the Bonds as the same become due and payable and to this end the County covenants and agrees that, so long as any Bonds issued hereunder are outstanding,

it will cause the Project to be continuously and efficiently leased as a revenue and income producing undertaking, and that, should there be a default under the Lease Agreement with the result that the right of possession of the Project under the Lease Agreement is returned to the County, the County shall fully cooperate with the Trustee and with the Bondholders to the end of fully protecting the rights and security of the Bondholders and the bearers of coupons appertaining to the Bonds and shall diligently proceed in good faith and use its best efforts to secure another tenant for the premises to the end that at all times sufficient lease rentals, revenues and receipts will be derived from the Project promptly to meet and pay the principal of, interest and premium, if any, on the Bonds as the same become due and payable, as well as covering the cost of maintaining and insuring the Project. Nothing herein shall be construed as requiring the County to operate the Project or to use any funds or revenues from any source other than lease rentals, revenues and receipts derived from the Project.

SECTION 504 A. Use of Moneys in the Bond Fund. Except as provided in Section 510 hereof, moneys in the Bond Fund shall be used solely for the payment of the principal of, interest on, and premium, if any, on the Bonds and for the redemption of the Bonds at or prior to maturity. Unless otherwise provided in Section 504, and only to the extent otherwise provided in Section 504, no part of said rental payments in the Bond Fund shall be used to redeem, prior to maturity, a part of the Bonds outstanding; provided that whenever the amount in the Bond Fund from any source whatsoever is sufficient to redeem all of the Bonds outstanding hereunder and to

pay interest to accrue thereon prior to such redemption, the County covenants and agrees to take and cause to be taken the necessary steps to redeem all of said Bonds on the next succeeding redemption date for which the required redemption notice may be given; and provided further that any moneys in the Bond Fund, other than rental payments, may be used at the request of the County to redeem a part of the Bonds outstanding on the next succeeding redemption date for which the required notice of redemption may be given so long as the Lessee is not in default with respect to any rental payments under the Lease Agreement and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases where such Bonds or coupons have not been presented for payment.

SECTION 505 A. Custody of the Bond Fund. The Bond Fund shall be in the custody of the Trustee but in the name of the County and the County hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay principal of and interest and premium, if any, on the Bonds as the same become due and payable and to make said funds so withdrawn available to the Trustee and to the paying agent or agents for the purpose of paying said principal and interest, and premium, if any, which authorization and direction the Trustee hereby accepts.

SECTION 506 A. Non-Presentment of Bonds or Coupons. In the event any Bonds shall not be presented for payment when the principal thereof becomes due, either at maturity or at the date fixed for redemption thereof or otherwise, or in the event any coupon shall not be presented for payment at the due date thereof, if funds sufficient to pay such

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Bonds or coupons shall have been made available to the Trustee for the benefit of the holder or holders thereof, all liability of the County to the holder thereof for the payment of such Bond or coupon, as the case may be, shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the holder of such Bond, or the bearer of such coupon, as the case may be, who shall thereafter be restricted exclusively to such fund or funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond or coupon.

SECTION 507 A. Trustee's and Paying Agent's Fees, Charges and Expenses. Pursuant to the provisions of the Lease Agreement, the Lessee has agreed to pay the Trustee, until the principal of, interest and premium, if any, on the Bonds shall have been fully paid: (i) an amount equal to the annual fee of the Trustee for the Ordinary Services of the Trustee rendered, as trustee, and its Ordinary Expenses incurred, as trustee, under this Indenture, as and when the same becomes due; (ii) the reasonable fees and charges of the Trustee, as Bond Registrar and paying agent, and any other paying agents who may hereafter act in such capacity, as and when the same become due; and (iii) the reasonable fees and charges for the necessary Extraordinary Services and Extraordinary Expenses of the Trustee under this Indenture, as and when the same become due. It is further understood and agreed that the initial or acceptance fees of the Trustee and the fees, charges and expenses of the Trustee and paying agent referred to in the preceding sentence which become due prior to the Completion Date (as defined in the Lease Agreement) will be paid to the Trustee from the Construction

Fund as and when the same shall become due. The Lessee may, without creating a default hereunder, contest in good faith the necessity for any such Extraordinary Services and Extraordinary Expenses and the reasonableness of any of the fees, charges or expenses referred to herein.

SECTION 508 A. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for account of the Bond Fund or the Construction Fund under any provision of this Indenture shall be held by the Trustee in trust, and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of redemption of which has been duly given, shall, while held by the Trustee, constitute a part of the Trust Estate and be subject to the lien hereof.

SECTION 509 A. Insurance and condemnation Proceeds. Reference is hereby made to Article VII of the Lease Agreement whereunder it is provided that under certain circumstances the net proceeds of insurance and condemnation awards are to be paid to the Trustee and deposited in separate trust accounts and to be disbursed and paid out as therein provided. The Trustee hereby accepts and agrees to perform the duties and obligations as therein specified. Any moneys held by the Trustee pursuant to the provisions of this Section may be invested and reinvested, with the approval of the Lessee, in investments authorized by Section 702 hereof for the investment of moneys held as a part of the Bond Fund.

SECTION 510 A. Repayment to the Lessee from the Bond Fund. Any amounts remaining in the Bond Fund after payment in full of the principal of, interest and premium, if any, on Bonds (or provision for payment thereof as provided in

this Indenture), the fees, charges and expenses of the Trustee and any paying agents and all other amounts required to be paid hereunder shall be paid to the Lessee upon the expiration or sooner termination of the term of the Lease Agreement as provided in Section 13.8 of the Lease Agreement.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE V A.

ARTICLE VI A

CUSTODY AND APPLICATION OF PROCEEDS OF BONDS

SECTION 601 A. Deposits in the Bond Fund. From the proceeds of the issuance and delivery of Bonds there shall be deposited in the Bond Fund all accrued interest received upon the sale of the Bonds.

SECTION 602 A. Construction Fund; Disbursement. There is hereby created and established with the Trustee a trust in the name of the County to bear the designation set forth in Section 602. The balance of the proceeds of the issuance and delivery of Bonds remaining after the deduction provided by Section 601 hereof shall have been made shall be deposited in the Construction Fund. Moneys in the Construction Fund shall be expended in accordance with the provisions of the Lease Agreement and particularly Section 4.3 thereof.

The Trustee is hereby authorized and directed to issue its check for each disbursement required by the aforesaid provisions of the Lease Agreement.

The Trustee shall keep and maintain adequate records pertaining to the Construction Fund and all disbursements therefrom, and after the Project shall have been completed

and a certificate of payment of all costs filed as provided in Section 603 hereof, the Trustee shall, if requested by the Lessee, file an accounting thereof with the County and with the Lessee.

SECTION 603 A. Completion of the Project. The completion of the Project and the payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of (i) the certificate of the Authorized Lessee Representative (as defined in the Lease Agreement) required by the provisions of Section 4.5 of the Lease Agreement and (ii) a certificate signed by the Chairman of the County Board and by the Lessee (by one of the authorized officers of the Lessee) which certificate shall state that all obligations and costs in connection with the Project and payable out of the Construction Fund have been paid and discharged except for amounts retained by the Trustee with the approval of the said Authorized Lessee Representative for the payment of costs of the Project not then due and payable as provided in the Lease Agreement. As soon as practicable and in any event after sixty days from the date of the certificate referred to in clause (ii) of the preceding sentence any balance remaining in the Construction Fund (other than the amounts retained by the Trustee referred to in the preceding sentence) shall without further authorization be deposited in the Bond Fund by the Trustee with advice to the County and to the Lessee of such action unless the Lessee shall have directed the Trustee to purchase Bonds in the open market for the purpose of cancellation in accordance with Section 4.3 of the Lease Agreement.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE VI A.

ARTICLE VII A

INVESTMENTS

SECTION 701 A. Investment of Construction Fund Moneys.

Any moneys held as part of the Construction Fund shall, at the written request of and as specified by the Authorized Lessee Representative (as defined in the Lease Agreement), be invested and reinvested by the Trustee in accordance with the provisions of Section 4.9 of the Lease Agreement. Any such investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Construction Fund and the interest accruing thereon and any profit realized from such investments shall be credited to such fund, and any loss resulting from such investments shall be charged to such fund. The Trustee is directed to sell and reduce to cash funds a sufficient amount of such investments whenever the cash balance in the Construction Fund is insufficient to pay a requisition when presented.

SECTION 702 A. Investment of Bond Fund Moneys. Any moneys held as part of the Bond Fund shall be invested or reinvested by the Trustee in any bonds or other obligations which as to principal and interest constitute direct obligations of the United States of America having maturities consonant with the requirements for the payments to be made from the Bond Fund. Any such investment shall be held by or under control of the Trustee and shall be deemed at all times a part of the Bond Fund and the interest accruing thereon and any profit realized therefrom shall be credited to such fund. The Trustee shall sell and reduce to cash a sufficient portion of investments under the provisions of this Section 702 whenever the cash balance in the Bond Fund is insufficient to pay the current interest and principal requirements.

SECTION 703 A. Limitation on Investments. The Trustee shall not invest any of the moneys in the Construction Fund or the Bond Fund if to do so would be contrary to any policy or rules or regulations of the Internal Revenue Service with respect to arbitrage and the effect of which would be to cause the loss of the exemption of the interest on the Bonds from Federal income taxation.

SECTION 704 A. Trustee's Own Bond Department. The Trustee may make any and all investments permitted under Section 701 and Section 702 through its own Bond Department.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE VII A.

ARTICLE VIII A

POSSESSION, USE AND PARTIAL RELEASE OF LEASED PROPERTY

SECTION 801 A. Subordination to Rights of the Lessee. This Indenture and the rights and privileges hereunder of the Trustee and the holders of the Bonds and bearers of coupons appertaining thereto are specifically made subject and subordinate to the rights and privileges of the Lessee set forth in the Lease Agreement. So long as not otherwise provided in this Indenture, the County shall be suffered and permitted to possess, use and enjoy the Mortgaged Property and appurtenances so as to carry out its obligations under the Lease Agreement.

SECTION 802 A. Release of Leased Land. Reference is made to the provisions of the Lease Agreement, including without limitation Sections 8.5 and 11.3 thereof, whereby the County and the Lessee have reserved the right to withdraw certain portions of the Leased Land (as defined in the Lease Agreement) upon compliance with the terms and conditions of the Lease Agreement. The Trustee shall release from the lien of this Indenture any such land upon compliance with the provisions of the Lease Agreement.

SECTION 803 A. Release of Leased Equipment. Reference is made to the provisions of the Lease Agreement, including without limitation Section 6.2 thereof, whereby the Lessee may withdraw certain items of equipment constituting Leased Equipment (as defined in the Lease Agreement) upon compliance with the terms and conditions of the Lease Agreement. The Trustee shall release from the lien of this Indenture any such item of equipment upon compliance with the provisions of the Lease Agreement.

SECTION 804 A. Granting of Easements. Reference is made to the provisions of the Lease Agreement, including, without limitation Section 8.6 thereof, whereby the Lessee may grant easements and take other action upon compliance with the terms and conditions of the Lease Agreement. The Trustee shall execute or confirm the grants or releases of easements, licenses, rights of way and other rights and privileges permitted by Section 8.6 thereof upon compliance with the provisions of the Lease Agreement.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE VIII A.

ARTICLE IX A

DISCHARGE OF LIEN

SECTION 901 A. Discharge of Lien of the Indenture.

If the County shall pay or cause to be paid to the holders and owners of the Bonds and bearers of coupons the principal, interest and premium, if any, to become due thereon at the times and in the manner stipulated therein and herein, and shall have paid all fees and expenses of the Trustee and each

paying agent, and if the County shall keep, perform and observe all and singular the covenants and promises in the Bonds and in this Indenture expressed as to be kept, performed and observed by it or on its part, or if the issuance of the Bonds is not made within the time provided in Section 4.2 of the Lease Agreement, then these presents and the estate and rights hereby granted shall, at the option of the County, cease, determine and be void, and thereupon the Trustee shall cancel and discharge the lien of this Indenture and execute and deliver to the County such instruments in writing as shall be requisite to satisfy the lien hereof, and re-convey to the County the estate hereby conveyed, and assign and deliver to the County any property at the time subject to the lien of this Indenture which may then be in its possession, except amounts in the Bond Fund required to be paid to the Lessee under Section 510 hereof and except funds held by the Trustee for the payment of principal of, interest and premium, if any, on the Bonds.

Bonds and coupons for the payment or redemption of which moneys shall have been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds) shall be deemed to be paid within the meaning of this Article; provided, however, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been duly given or arrangements satisfactory to the Trustee shall have been made for the giving thereof.

If, through lapse of time or otherwise, the holder of any bond or coupon shall no longer be able to enforce payment of the principal of, premium, if any, and interest on such bond or coupon against the County, then in such event the Trustee shall (upon indemnification satisfactory to the Trustee) pay to the Lessee the sum or sums paid to the Trustee by the Lessee therefor.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE IX A.

ARTICLE X A

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 1001 A. Defaults; Events of Default. If any of the following events occurs, subject to the provisions of Sections 1012 and 1013 hereof, it is hereby defined as and declared to be and to constitute an "event of default," viz:

(a) Default in the due and punctual payments of any interest on any Bond; or

(b) Default in the due and punctual payment of the principal of any Bonds (or premium thereon, if any), whether at the stated maturity thereof, or upon proceedings for redemption thereof, or upon the maturity thereof by declaration or upon the mandatory purchase of the Project contemplated by Section 12.2 of the Lease Agreement; or

(c) The occurrence of an "event of default" under Section 10.1(a) or (b) of the Lease Agreement; or

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the County in this Indenture or in the Bonds contained; or

(e) The occurrence of an "event of default" under Section 10.1 of the Lease Agreement arising out of matters referred to in Sections 404, 405, and 507 hereof.

The term "default" shall mean default by the County in the performance or observance of any of the covenants, agreements or conditions on its part contained in this Indenture or in the Bonds, exclusive of any period of grace required

to constitute a default an "event of default" as in this Article provided and shall mean the occurrence of an "event of default" under Section 10.1 of the Lease Agreement arising out of matters referred to in Sections 404, 405, and 507 hereof.

SECTION 1002 A. Acceleration. Upon the occurrence of an event of default the Trustee may, and upon the written request of the holders of not less than twenty-five per cent in aggregate principal amount of Bonds then outstanding shall, by notice in writing delivered to the County, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable.

SECTION 1003 A. Surrender of Possession of Mortgaged Property; Rights and Duties of Trustee in Possession; Other Remedies. Upon the occurrence of an event of default, it shall be lawful for the Trustee, by such officer or agent as it may appoint, to take possession of all or any part of the Mortgaged Property together with the books, papers and accounts of the County appertaining thereto, and including the rights and the position of the County under the Lease Agreement, and to hold, operate and manage the same, and from time to time make all needful repairs and improvements as by the Trustee shall be deemed wise; and the Trustee may lease the Project or any part thereof in the name and for account of the County and collect, receive and sequester the rents, revenues, issues, earnings, income, products and profits therefrom, and out of the same and any moneys received from any receiver of any part thereof pay, and/or set up proper reserves for the payment of all proper costs and expenses of so taking, holding and

managing the same, including reasonable compensation to the Trustee, its agents and counsel, and any charges of the Trustee hereunder, and any taxes and assessments and other charges prior to the lien of this Indenture which the Trustee may deem it wise to pay, and all expenses of such repairs and improvements, and apply the remainder of the moneys so received in accordance with the provisions of Section 1008 hereof. Whenever all that is due upon the Bonds shall have been paid and all defaults made good, the Trustee shall surrender possession to the County; the same right of entry, however, to exist upon any subsequent event of default.

While in possession of such property the Trustee shall render annually to the County and the Lessee and also to the Bondholders, at their addresses set forth in the list required by Section 408 hereof and to the holders of all Bonds then registered as to principal (except to bearer) at their addresses shown by the registration books, a summarized statement of income and expenditures in connection therewith.

Upon the occurrence of an event of default the lien on the Project created and vested by this Indenture may be foreclosed either by sale at public outcry or by proceedings in equity and the Trustee or the holder or holders of any of the Bonds then outstanding, whether or not then in default of payment of principal or interest, may become the purchaser at any foreclosure sale if the highest bidder.

Upon the occurrence of an event of default, the Trustee shall have the power to proceed with any right or remedy granted by the Constitution and Laws of the State of South Carolina, as it may deem best, including any suit, action or special proceeding in equity or at law for the specific

performance of any covenant or agreement contained herein or for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effectual to protect the rights aforesaid, insofar as such may be authorized by law, and the right to appointment, as a matter of right and without regard to the sufficiency of the security afforded by the Mortgaged Property, of a receiver for all or any part of the Mortgaged Property and the earnings, rents and income thereof; the rights here specified are to be cumulative to all other available rights, remedies or powers and shall not exclude any such rights, remedies or powers.

SECTION 1004 A. Rights of Bondholders. If an event of default shall have occurred, and if requested so to do by the holders of not less than twenty-five per cent in the aggregate principal amount of Bonds then outstanding and if indemnified as provided in Section 1101(1) hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article, as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Bondholders.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be a waiver

of any such default or event of default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any default or event of default hereunder, whether by the Trustee or by the Bondholders shall extend to or shall affect any subsequent default or event of default or shall impair any rights or remedies consequent thereon.

SECTION 1005 A. Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the holders of a majority in aggregate principal amount of Bonds then outstanding (determined in accordance with the provisions of Section 1401 hereof) shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 1006 A. Appointment of Receiver. Upon the occurrence of an event of default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders or the bearers of the coupons under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Mortgaged Property and of the rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

SECTION 1007 A. Foreclosure of Indenture. Upon the occurrence of an event of default, to the extent that such right may then lawfully be waived, neither the County, nor anyone claiming through or under it, shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of the Indenture or the foreclosure of the Indenture, and the County, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of South Carolina.

SECTION 1008 A. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows;

(a) Unless the principal of all Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

Second - To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due and, if the amount available shall not be sufficient to pay in full principal of, premium, if any, and interest on the Bonds due on any particular date, then to the payment ratably, according to the amount of the principal, interest, and premium, if any, due on such date, to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal, premium, if any, and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal, premium, if any, and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if

such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of paragraph (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the bearer of any unpaid coupon or the holder of any Bond until such coupon or such Bond and all unmatured coupons, if any, appertaining to such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of, premium, if any, and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee shall have been paid, any balance remaining in the Bond Fund shall be paid to the Lessee as provided in Section 510 hereof.

SECTION 1009 A. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds or coupons may be enforced by the Trustee without the possession of any of the Bonds or coupons or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds or bearers of coupons, and any recovery of judgment shall be for the equal benefit of the holders of the outstanding Bonds and the bearers of the outstanding coupons.

SECTION 1010 A. Rights and Remedies of Bondholders. No holder or bearer of any Bond or coupon, as the case may be, shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless also a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 1101, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an event of default and the holders of at least twenty-five per cent in aggregate principal amount of Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 1101(1) nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action,

suit or proceeding in its, his or their own name or names; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders or bearers of the Bonds or coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds and the bearers of all coupons then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal, premium, if any, and interest of any Bond at and after the maturity thereof, or the obligation of the County to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective holders thereof and to the bearers of the coupons at the time, place, from the source, and in the manner in said Bonds and coupons expressed.

SECTION 1011 A. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the County and the

Trustee shall be restored to their former positions and rights hereunder with respect to the Mortgaged Property herein conveyed, and all rights and remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

SECTION 1012 A. Waivers of Events of Default. The Trustee shall waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds upon the written request of the holders of a majority in aggregate principal amount of all Bonds then outstanding; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein or upon mandatory redemption if such be prescribed by any provision of this Indenture, or (b) any default in the payment when due of the interest or premium on any such Bonds unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal or premium when due (whether at the stated maturity thereof or upon proceedings for redemption) as the case may be, and all expenses of the Trustee, in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the County, Trustee and Bondholders and bearers of coupons shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

SECTION 1013 A. Notice of Defaults; Opportunity of the County and Lessee to Cure Defaults. Anything herein to the contrary notwithstanding, no default (other than a default under Section 1001(a), Section 1001(b) or Section 1001(c) hereof, to which this Section 1013 shall not be applicable) shall constitute an event of default until actual notice of such default by registered or certified mail shall be given by the Trustee or by the holders of not less than twenty-five per cent of the aggregate principal amount of Bonds then outstanding to the Lessee and the County, and the County shall have had thirty days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an event of default if corrective action is instituted by the Lessee or the County, as the case may be, within the applicable period and diligently pursued until the default is corrected.

With regard to any alleged default concerning which notice is given to the Lessee under the provisions of this Section 1013, the County hereby grants the Lessee full authority for account of the County to perform any covenant or obligation alleged in said notice to constitute a default, in the name and stead of the County with full power to do any and all things and acts to the same extent that the County could do and perform any such things and acts and with power of substitution.

In the event that the Trustee fails to receive the rental payable by the Lessee under Section 5.3 of the Lease Agreement on the occasion prescribed therein, the Trustee

shall forthwith give notice by telegram, or if telegraphic service is not available, then by mail to the Lessee, specifying such failure.

SECTION 1014 A. Powers of Trustee Upon Event of Default Under Lease Agreement or in Payment of Bonds. If the rents prescribed by Section 5.3 of the Lease Agreement are not paid on the occasions therein prescribed for, or in case an event of default, as defined in Section 1001 hereof, in the payment of the principal of, premium, if any, or interest on any Bonds shall occur and be continuing, the Trustee, in its own name and as trustee of an express trust, shall be entitled and empowered to institute any action or proceedings at law or in equity for the collection of all sums due and unpaid under the Lease Agreement or the Bonds and may prosecute any such action or proceedings to judgment or final decree, and may enforce any such judgment or final decree against any obligor thereon, and collect in the manner provided by law out of the property of any obligor thereon wherever situated the moneys adjudged or decreed to be payable.

In case there shall be pending proceedings for the bankruptcy or for the reorganization of any obligor under the Lease Agreement under the National Bankruptcy Act or any other applicable law, or in case a receiver or trustee shall have been appointed for the property of any such obligor, or in case any other judicial proceedings relative to any obligor under the Lease Agreement, or to the creditors or property of any such obligor, the Trustee, irrespective of whether the principal of the Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand

pursuant to the power vested in it by the Indenture, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount owing and unpaid, and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee, its agents, attorneys and counsel, and for reimbursement of all expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its negligence or bad faith) and the Bondholders allowed in any such judicial proceedings relative to the Lessee or any other obligor under the Lease Agreement or to the creditors or property of the Lessee, or any such other obligor, as the case may be, and to collect and receive any moneys or other property payable or deliverable on any such claims, and to distribute all amounts received with respect to the claims of the Bondholders and of the Trustee on their behalf; and any receiver, assignee or trustee in bankruptcy or reorganization is hereby authorized by each of the Bondholders to make payments to the Trustee and, in the event that the Trustee shall consent to the making of payments directly to the Bondholders, to pay to the Trustee such amount as shall be sufficient to cover reasonable compensation to the Trustee, its agents, attorneys and counsel, and all other expenses and liabilities incurred, and all advances made, by the Trustee except as a result of its negligence or bad faith.

In case of a default hereunder the Trustee may, in its discretion, proceed to protect and enforce the rights vested in it by this Indenture by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any of such rights, either at law or in equity or in bankruptcy,

or otherwise, whether for the specific performance of any covenant or agreement contained in this Indenture, or enforceable by the Trustee by reason of this Indenture, or in aid of the exercise of any power or right granted by this Indenture, or to enforce any other legal or equitable right vested in the Trustee by this Indenture, or by law.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE X A.

ARTICLE XI A

THE TRUSTEE

SECTION 1101 A. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following express terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may be reasonably employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the County or the Lessee). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the authentication certificate of the Trustee endorsed on the Bonds), or for insuring the property conveyed hereby, or for collecting any insurance moneys, or for the validity of the execution by the County of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value or title of the property conveyed hereby or otherwise as to the maintenance of the security hereof; except that in the event the Trustee enters into possession of a part or all of the property conveyed hereby pursuant to any provision of this Indenture it shall use due diligence in preserving such property; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the County or on the part of the Lessee under the Lease Agreement, except as herein expressly set forth; but the Trustee may require of the County or the Lessee full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property conveyed hereby. Except as otherwise provided in Section 1003 hereof, the Trustee shall have no obligation to perform any of the duties or obligations of the County, as lessor, under the Lease Agreement.

(c) The Trustee shall not be accountable for the use of the Bonds issued and authenticated hereunder, nor for the use of the proceeds from the sale of the Bonds dis-

bursed in accordance with the provisions of Section 4.3 of the Lease Agreement. The Trustee may become the owner of Bonds and coupons secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram, or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and of Bonds issued in exchange therefor or in place thereof, regardless of whether or not any notation thereof is made on any such Bond.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the County Board by its Chairman and attested by its Secretary as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which by said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the

same. The Trustee may accept a certificate of the Secretary of the County Board, under its seal, to the effect that a resolution in the form therein set forth has been adopted by the County Board, as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except (i) failure by the County to cause to be made any of the payments to the Trustee required to be made by Article V and (ii) failure by the Lessee to make any of the payments to the Trustee required to be made by Section 5.3 of the Lease Agreement, unless the Trustee shall be specifically notified in writing of such default by the County or by the holders of at least twenty-five per cent in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee, must, in order to be effective, be delivered at the principal office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be liable for any debts contracted or for damages to persons or to personal

property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in the possession of or managing the Mortgaged Property as in this Indenture provided.

(i) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the Project, including all books, papers and records of the County pertaining to the Project and the Bonds, and to take such memoranda from and in regard thereto as may be desired, subject to any limitations imposed upon such rights of inspection pursuant to Section 8.2 of the Lease Agreement.

(j) The Trustee shall not be required to give any bond or surety in respect to the execution of the said trusts and powers or otherwise in respect to the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the County to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other

action by the Trustee.

(l) Before taking any action hereunder the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful default by reason of any action so taken.

(m) All moneys received by the Trustee or paying agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law or by this Indenture. Neither the Trustee nor paying agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

SECTION 1102 A. Fees, Charges and Expenses of Trustee.

The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its Ordinary Services rendered hereunder, and all advances, counsel fees and other Ordinary Expenses reasonably and necessarily made or incurred by the Trustee in connection with such Ordinary Services and, in the event that it should become necessary that the Trustee perform Extraordinary Services, it shall be entitled to reasonable extra compensation therefor, and to reimbursement for reasonable and necessary Extraordinary Expenses in connection therewith; provided, that if such Extraordinary Services or Extraordinary Expenses are occasioned by the neglect or misconduct of the Trustee, it shall not be entitled to compensation or reimbursement therefor. The Trustee shall be entitled to payment and reimbursement for the

reasonable fees and charges of the Trustee as Bond Registrar and paying agent for the Bonds and coupons as hereinabove provided. The Trustee shall have a lien with right of payment prior to payment on account of interest or principal of any Bond upon the Project for the foregoing advances, fees, costs and expenses incurred.

SECTION 1103 A. Notice to Bondholders If Default Occurs.

If a default occurs of which the Trustee is by section (g) of Section 1101 hereof required to take notice or if notice of default be given as in said subsection (g) provided, then the Trustee shall give such notice to the Lessee and the County as is specified in Section 1013 hereof, and such notice to the Lessee as is specified in Section 10.1 of the Lease Agreement, in order to have such default mature as an event of default upon the passage of the period of time therein specified and shall give written notice thereof by mail to the last known holders or owners of all Bonds then outstanding shown by the list of Bondholders required by the terms of Section 408 hereof to be kept at the office of the Trustee and by the registration books maintained by the Trustee pursuant to Section 208 hereof.

SECTION 1104 A. Intervention by Trustee. In any judicial proceeding to which the County is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders and shall do so if requested in writing by the owners of at least twenty-five per cent in aggregate principal amount of all Bonds then outstanding, and if indemnified as provided in Section 1101(1) hereof. The rights and obligations of the Trustee under this Section are

subject to the approval of a court of competent jurisdiction.

SECTION 1105 A. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 1106 A. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the County, to the Lessee and by registered or certified mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by Section 408 hereof to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the County. Such notice to the County and to the Lessee may be served personally or sent by registered mail.

SECTION 1107 A. Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments in writing delivered to the Trustee and to the County, and signed by the owners of a majority in aggregate principal amount of all Bonds then outstanding.

SECTION 1108 A. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of vacancy the County by an instrument executed and signed by the Chairman of the County Board and attested by the Secretary of the County Board under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by such Bondholders in the manner above provided; and any such temporary Trustee so appointed by the County shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank organized under the laws of the United States of America or any state thereof and which is in good standing, within or outside the State of South Carolina, having a reported capital and surplus of not less than that prescribed in Section 1108 hereof if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 1109 A. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the County an instrument in writing accepting such appointment hereunder,

and thereupon such successor, without any further act, deed or conveyance, shall become duly vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the County or of its successor, and upon payment of all amounts due such predecessor pursuant to Section 1102 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the County be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing, shall, on request, be executed, acknowledged and delivered by the County. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article shall be filed and/or recorded by the successor Trustee in each recording office where the Indenture shall have been filed and/or recorded.

SECTION 1110 A. Right of Trustee to Pay Taxes and Other Charges. In case any tax, assessment or governmental or other charge upon any part of the property herein conveyed is not paid as required herein, the Trustee may pay such tax, assessment or governmental or other charge, without prejudice, however, to any rights of the Trustee or the Bondholders hereunder arising in consequence of such failure; and any amount at any time so paid under this Section, with interest thereon from the date of payment at the rate of seven per cent

per annum, shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of the Bonds, and shall be paid out of the revenues herein pledged to the payment of the Bonds if not otherwise caused to be paid; but the Trustee shall be under no obligation to make any such payment unless it shall have been requested to do so by the holders of at least twenty-five per cent in the aggregate principal amount of all Bonds then outstanding and shall have been provided with adequate funds for the purpose of such payment.

SECTION 1111 A. Trustee Protected in Relying Upon Resolutions, etc. The resolutions, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

SECTION 1112 A. Successor Trustee as Trustee of Bond Fund and Construction Fund, Paying Agent and Bond Registrar. In the event of a change in the office of Trustee the predecessor Trustee which has resigned or has been removed shall cease to be trustee of the Bond Fund and the Construction Fund, and paying agent for principal of and interest and premium, if any, on the Bonds, and Bond Registrar, and the successor Trustee shall become such Trustee, paying agent and Bond Registrar.

SECTION 1113 A. Trust Estate May be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of South Carolina) denying or restricting the right of banking corporations or asso-

ciations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation under this Indenture or the Lease Agreement, and in particular in case of the enforcement of either on default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the Mortgaged Property, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 1113 are provided for this purpose.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee (and the Trustee is hereby expressly granted such power), each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the County be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights,

powers, trusts, duties and obligations, any and all such deeds, conveyances, and instruments in writing shall, on request, be executed, acknowledged and delivered by the County. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE XI A.

ARTICLE XII A

SUPPLEMENTAL INDENTURES

SECTION 1201 A. Supplemental Indentures Not Requiring Consent of Bondholders. The County and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture;
- (b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or either of them;

(c) to subject to the lien and pledge of this Indenture, additional revenues, properties or collateral; and

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar Federal statute hereafter in effect or under any state Blue Sky Law.

The County and the Trustee shall without the consent of, or notice to, any of the Bondholders enter into an indenture or indentures supplemental to this Indenture (i) to the extent necessary with respect to any real or personal property forming a part of the Project and generally described in the Lease Agreement, so as to more precisely identify the same or to substitute or add additional land or interests in land, buildings, machinery and equipment, and (ii) with respect to any changes required to be made in the description of the Mortgaged Property in order to conform with similar changes made in the Lease Agreement as permitted by Section 1301.

SECTION 1202 A. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of indentures supplemental hereto covered by Section 1201 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the holders of not less than two thirds in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution

by the County and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the County for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting

(a) an extension of the stated maturity or reduction of any premium payable on the redemption of, any Bonds, or

(b) the creation of any lien (other than any Permitted Encumbrances as defined in the Lease Agreement), prior to or on a parity with the lien of this Indenture, or

(c) the issuance of Bonds hereunder in excess of the limitations imposed by the provisions of Article II, or

(d) a reduction in the principal amount of any Bonds required to be paid or redeemed by the provisions of this Indenture, or

(e) a reduction in the amount, or extension of the time, of any payment required for the Bond Fund, or

(f) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, or

(g) any amendment of Section 1202,

without the consent of the Holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or

(h) the modification of the rights, duties or immunities of the Trustee,

without the written consent of the Trustee.

If at any time the County shall request the Trustee to enter into any such supplemental indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause such

notice of the proposed execution of such supplemental indenture to be published as shall be requested by the County and, in any event, one time in a newspaper or financial journal of general circulation published in the City of New York, New York, and shall also cause a similar notice to be mailed, postage prepaid, to all registered Bondholders; provided, however, that no publication of such notice shall be required and notice by mail as aforesaid shall be deemed sufficient notice where all Bonds outstanding are registered. Such notice shall briefly set forth the nature of the proposed supplemental indenture and shall state that copies thereof are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty days or such longer period as shall be prescribed by the County following the final publication of such notice, the Holders of not less than two-thirds in aggregate principal amount of the Bonds outstanding at the time of the execution of any such supplemental indenture shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond and no bearer of any coupon shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the County from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article XII which affects any rights of the Lessee shall not become effective unless

and until the Lessee shall have consented to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Lessee at least fifteen days prior to the proposed date of execution and delivery of any supplemental indenture. The Lessee shall be deemed to have consented to the execution and delivery of any such supplemental indenture if the Trustee does not receive a letter of protest or objection thereto signed by or on behalf of the Lessee on or before 2:30 o'clock P. M. of the fifteenth day after mailing of said notice and a copy of the proposed supplemental indenture. The Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental indenture has been effected in compliance with the provisions of this Article XII.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE XII A.

ARTICLE XIII A

AMENDMENT OF LEASE AGREEMENT

SECTION 1301 A. Amendments, etc., to Lease Agreement Not Requiring Consent of Bondholders. The County and the Trustee shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Lease Agreement as may be required (i) by the provisions of the Lease Agreement and this Indenture, (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) in connection with

any real or personal property forming a part of the Project and described in the Lease Agreement, so as to identify more precisely the same or substitute or add additional land or interests in land, buildings, machinery and equipment, or (iv) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee, or materially adverse to the Holders of the Bonds.

SECTION 1302 A. Amendments, etc., to Lease Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 1301 hereof, and subject to the special limitation contained in the sentence of this Section 1302 immediately following this sentence, the County and the Trustee may consent to other amendments, changes or modifications of the Lease Agreement after notice to and upon the written approval or consent of the Holders of not less than two thirds in aggregate principal amount of the Bonds at the time outstanding given and procured as in Section 1202 hereof provided. Provided, always, that nothing in this Section contained shall permit, or shall be construed as permitting, any amendment, change or modification of

(i) the Lessee's unconditional obligation to make payments sufficient to pay the principal, interest and premium, if any, due at any time on the Bonds, or

(ii) the provisions of Article V of the Lease Agreement,

without the consent of the Holders of all the Bonds at the time outstanding. If at any time the County and the Lessee shall request the consent of the Trustee to any such proposed amendment, change or modification of the Lease Agreement which is permitted by the first sentence of this Section 1302, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment,

change or modification to be given in the same manner as provided by Section 1202 hereof with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the corporate trust office of the Trustee for inspection by all Bondholders. If, within sixty days, or such longer period as shall be prescribed by the County following the giving of such notice, the Holders of not less than two thirds in aggregate principal amount of the Bonds outstanding at the time of the execution of such proposed amendment shall have consented to and approved the execution thereof as herein provided, no Holder of any Bond and no bearer of any coupon shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the County from consenting to the execution thereof or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment as in this Section permitted and provided, the Lease Agreement shall be and be deemed to be modified and amended in accordance therewith.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE XIII A.

ARTICLE XIV A

MISCELLANEOUS

SECTION 1401 A. Consents, etc. of Bondholders. Any consent, request, direction, approval, waiver, objection or

other instrument authorized or permitted by this Indenture to be signed and executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent authorized in writing. Proof of the execution of any consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of the Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership such affidavit or certificate shall also constitute sufficient proof of his authority.

(b) The amount of Bonds, transferable by delivery, held by any person executing any such request, consent or other instrument or writing as a Bondholder, and the distinguishing numbers of the Bonds held by such person, and the date of his holding the same may be proved by a

certificate executed by any trust company, bank, banker, or other depository (wherever situated), showing that at the date therein mentioned such person had on deposit with such depository, or exhibited to it, the Bonds therein described, or such facts may be proved by the certificate or affidavit of the person executing such request, consent or other instrument or writing as a Bondholder, if such certificate or affidavit shall be deemed by the Trustee to be satisfactory. The Trustee and the County may conclusively assume that such ownership continues until written notice to the contrary is served upon the Trustee. The fact and the date of execution of any request, consent, or other instrument and the amount and distinguishing numbers of Bonds held by the person so executing such request, consent or other instrument may also be proved in any other manner which the Trustee may deem sufficient. The Trustee may nevertheless, in its discretion, require further proof in cases where it may deem further proof desirable.

(c) The ownership of registered Bonds shall be proved by the register of such Bonds.

(d) Any request, consent or vote of the Holder of any Bond shall bind every future holder of the same Bond and the Holder of every Bond issued in exchange therefor or in lieu thereof regardless of the lack of any notation thereon to such effect, in respect of anything done or suffered to be done by the Trustee or the County in pursuance of such request, consent or vote.

(e) In determining whether the Holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent

or waiver under this Indenture, Bonds which are owned by the County, by the Lessee or by any other obligor under the Lease Agreement or on the Bonds, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the County, the Lessee or any other obligor under the Lease Agreement, or on the Bonds, shall be disregarded and deemed not to be outstanding for the purpose of any such determination, provided that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver only Bonds which the Trustee knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this Section 1401 if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under common control with the County, the Lessee or any other obligor under the Lease Agreement, or on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

SECTION 1402 A. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the Holders of the Bonds and the bearers of coupons appertaining thereto, any

legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Holders of the Bonds and coupons as herein provided.

SECTION 1403 A. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any Constitution or statute or rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

SECTION 1404 A. Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as a paying agent and the Bond Registrar for and in respect to the Bonds.

SECTION 1405 A. Payments Due on Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds, or the date fixed for redemption of any Bonds, shall be a Sunday, or shall be in New York, or the State in which the Trustee maintains its principal office, a legal

holiday, or a day on which banking institutions are authorized by law to close, then payment of interest or principal (and premium, if any) need not be made on such date in such city but may be made on the next succeeding business day not a Sunday, or a legal holiday, or upon a day upon which banking institutions are authorized by law to close, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

SECTION 1406 A. Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 1407 A. Laws Governing Indenture and Situs and Administration of Trust. The effect and meaning of this Indenture and the rights of all parties hereunder shall be governed by, and construed according to, the laws of the State of South Carolina, but it is the intention of the County that the situs of the trust created by this Indenture be in the state in which is located the corporate trust office of the Trustee from time to time acting under this Indenture. The word "Trustee" as used in the preceding sentence shall not be deemed to include any additional individual or institution appointed as a separate or co-trustee pursuant to Section 1113 of this Indenture. It is the further intention of the County that the Trustee administer said trust in the state in which is located, from time to time, the situs of said trust.

THERE ARE NO ADDITIONAL SECTIONS TO THIS ARTICLE XIV A.

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has caused these presents to be signed in its name and behalf by the Chairman of the County Board of Commissioners of Lexington County, and its corporate seal to be hereunto affixed and attested by the Secretary of said County Board, and to evidence its acceptance of the trusts hereby created, _____

has caused these presents to be signed in its name and behalf by one of its Trust Officers, its official seal to be hereunto affixed, and the same to be attested by one of its Assistant Trust Officers, all as of the day and year first hereinabove written.

(SEAL)

LEXINGTON COUNTY, SOUTH CAROLINA

By _____
Chairman of the County Board
of Commissioners

Attest:

Secretary of the County Board of
Commissioners

Signed, Sealed and Delivered in
the presence of:

As to Lexington County.

(SEAL)

By _____
Its Trust Officer

Attest:

Its Assistant Trust Officer.

Signed, Sealed and Delivered in
the presence of:

As to

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON.

PERSONALLY appeared before me _____,
who, being duly sworn, says that (s)he saw the corporate seal of
LEXINGTON COUNTY, SOUTH CAROLINA, affixed to the foregoing Trust
Indenture, and that (s)he also saw _____,
as Chairman of the County Board of Commissioners of Lexington
County, and _____, as Secretary of said
County Board, sign and attest the same, and that (s)he with
_____ witnessed the execution and
delivery thereof as the act and deed of the said County Board
of Commissioners of Lexington County.

SWORN to before me this

_____ day of _____, A.D., 1972.

(LS)

NOTARY PUBLIC FOR SOUTH CAROLINA.

My Commission expires: _____

STATE OF _____

COUNTY OF _____

PERSONALLY appeared before me _____,
who, being duly sworn says that (s)he saw the corporate seal of
_____ affixed to the foregoing Trust
Indenture, and that (s)he also saw _____,
as a Trust Officer and _____ as an
Assistant Trust Officer of _____,
sign, and attest the same, and that (s)he with _____
_____, witnessed the execution and delivery
thereof as the act and deed of the said _____
_____.

SWORN to before me this

_____ day of _____, A.D., 1972.

_____(LS)
NOTARY PUBLIC FOR _____.

My Commission expires:_____.

EXHIBIT "A"

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Lexington County, State of South Carolina, and consisting of 38.52 acres, more or less, and having the following metes and bounds as will be seen by reference to plat of property surveyed for the South Carolina State Sinking Fund Commission by B. P. Barber & Associates, Engineers, dated May 5, 1960, and recorded in the office of the Clerk of Court for Lexington County in Plat Book "56-G", at page 141, to wit: Commencing at a point on the southern side of Platt Springs Road where said property corners with property now or formerly of Lexington County and running along said Platt Springs Road north 70 degrees, 47 minutes east 1203.3 feet to an iron; thence turning and running south 66 degrees, 42 minutes east 147.3 feet to an iron; thence turning and running south 24 degrees, 10 minutes east 549.4 feet to an iron; thence south 26 degrees, 5 minutes east 119.9 feet to an iron; thence south 20 degrees, 34 minutes west 105.1 feet to an iron; thence south 12 degrees, 57 minutes west 161.9 feet; thence south 7 degrees, 24 minutes east 100 feet; thence south 32 degrees, 55 minutes east 154.4 feet; thence turning and running south 70 degrees, 47 minutes west 1360.42 feet to an iron; thence turning and running north 13 degrees, 29 minutes west 1237.7 feet to the point of commencement; and being bounded on the north by Platt Springs Road; on the east by Vermont Avenue and property now or formerly of the State of South Carolina; on the south by property now or formerly of the State of South Carolina; and on the west by property now or formerly of Lexington County, and being a portion of acreage formerly known as the United States Army Air Base property. The said property is that conveyed to Sylvania Electric Products, Inc., by South Carolina Budget and Control Board by deed dated October 4, 1960, recorded in said Clerk's office in Deed Book "10-N", at page 421.

UNITED STATES OF AMERICA

STATE OF SOUTH CAROLINA

LEXINGTON COUNTY

FIRST MORTGAGE INDUSTRIAL REVENUE BOND, SERIES 1972

(THE NATIONAL CASH REGISTER COMPANY - LESSEE)

Number _____ \$ 5,000.00

KNOW ALL MEN BY THESE PRESENTS that Lexington County, a body politic and corporate, and a political subdivision of the State of South Carolina (hereinafter called the "County") for value received promises to pay, but only from the source and as hereinafter provided, to bearer, or, if this Bond be registered, to the registered holder hereof, on December 1, 19__, the principal sum of Five Thousand Dollars, and in like manner to pay interest on said sum from the date hereof at the rate of five and eighty-five hundredths per centum (5.85%) per annum on June 1, 1973, and semiannually thereafter on December 1 and June 1 of each year until said principal sum is paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, principal of, premium, if any, and interest on this Bond being payable in lawful money of the United States of America at the principal office of _____, in the City of _____, State of _____, or its successor in trust.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of \$1,520,000 (hereinafter called the "Bonds") issued for the purpose of acquiring and improving facilities for the research, development and manufacturing, primarily for the United States Postal Service, and leasing

the same to The National Cash Register Company, a Maryland Corporation (hereinafter called the "Lessee") (the land and building comprising such industrial facilities being hereinafter called the "Project") and paying necessary expenses incidental thereto so as to thereby promote industry and develop trade in South Carolina. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by a Trust Indenture (hereinafter called the "Indenture") dated as of December 1, 1972, duly executed and delivered by the County to _____, as Trustee (the term "Trustee" where used herein referring collectively to said Trustee or its successors in said trust). The Project has been leased to the Lessee under and pursuant to a Lease Agreement between the County and the Lessee, dated as of December 1, 1972, (hereinafter called the "Lease Agreement"). Under the Lease Agreement the Lessee must pay to the County such rentals as will be fully sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same mature and become due, and under the Lease Agreement it is the obligation of the Lessee to pay the cost of maintaining the Project in good repair and to keep it properly insured. Copies of the Indenture and Lease Agreement are on file at the principal office of the Trustee in the City of _____, and are recorded in the Office of the Clerk of Court for Lexington County, South Carolina, and reference is made to the Indenture and the Lease Agreement for a description of the security, the provisions, among others, with respect to the nature and extent of the security, the charging and collection of rentals for the Project, the rights and remedies of the holders of the Bonds and the coupons appertaining thereto, the rights, duties and obligations of the County, the Lessee, and the Trustee, and the terms upon which the Bonds are issued and secured.

As provided in the Indenture, bonds of other series ranking equally with the Bonds of the series of which this is one may be issued, and such additional bonds may vary in such manner as is provided and permitted in the Indenture.

This Bond and appurtenant coupons are fully negotiable and shall pass by delivery, but this Bond may be registered as to principal on the registration books of the County in said principal office of the Trustee as Bond Registrar, upon presentation hereof at such office and the notation of such registration endorsed hereon by the Bond Registrar, and this Bond may thereafter be transferred on such books at the written request of the registered holder or by his legal representative, evidence of such transfer to be in like manner endorsed hereon. Such transfer may be to bearer, and thereby transferability by delivery shall be restored, subject, however, to successive registrations and transfers as before. The principal of this Bond, if registered, unless registered to bearer, shall be payable only to or upon the order of the registered holder or his legal representative. Interest accruing on this Bond will be paid only on presentation and surrender of the attached interest coupons as they respectively become due, and registration of this Bond as to principal as aforesaid will not affect the transferability by delivery of such coupons; provided, that if upon registration of this Bond, or at any time thereafter while this Bond be registered in the name of the holder, the unmatured coupons attached evidencing interest to be thereafter paid hereon shall be surrendered to said Bond Registrar, a statement to that effect will be endorsed hereon by the Bond Registrar and thereafter interest evidenced by such surrendered coupons will be paid by check or draft by the Bond Registrar at the times provided herein to the registered holder of this Bond by mail to the address shown on the registration books. This Bond when so converted into a Bond registered as to both

principal and interest may be reconverted into a coupon Bond at the written request of the registered holder and upon presentation at the office of said Bond Registrar. Upon such reconversion the coupons representing the interest to become due thereafter to the date of maturity will again be attached to this Bond and a statement will be endorsed thereon by the Bond Registrar in the registration blank on the back of this Bond as to whether it is then registered as to principal alone or payable to bearer.

The Bonds are noncallable for redemption prior to December 1, 1982, except in the event of (1) exercise by the Lessee of its option to purchase the Project as provided in Section 11.2 of the Lease Agreement, or (2) mandatory purchase of the Project by the Lessee pursuant to Section 12.2 of the Lease Agreement. If called for redemption in any of such events, the Bonds shall be subject to redemption by the County at the earliest possible date after notice as provided in the Indenture, whether or not such date is an interest payment date, in whole and not in part, at the principal amount thereof, plus accrued interest to the redemption date and,

(a) in the event of redemption on or before December 1, 1982, as a result of the exercise of the option provided in Section 11.2 of the Lease Agreement by reason of the occurrence of the event set forth in paragraph (d) of said Section 11.2, a redemption premium of (i) two per centum (2%) of the principal amount of each Bond then outstanding if its redemption shall be effected on or before December 1, 1977, or (ii) one per centum (1%) of the principal amount of each Bond then outstanding if its redemption shall be effected after December 1, 1977, and on or before December 1, 1982; or

(b) in the event of redemption as a result of the mandatory purchase of the Project pursuant to Section 12.2 of the Lease Agreement, a redemption premium determined by multiplying the annual interest on each Bond outstanding on the date as of which interest on the Bonds becomes (or is determined to become as provided in Section 12.2 of the Lease Agreement) taxable by the number of 360-day periods, or fractions thereof, between the date as of which interest on the Bonds is (or is determined to be as provided in Section 12.2 of the Lease Agreement) taxable and the date so fixed for redemption or the

earlier payment date of any Bond which shall have been paid (whether at maturity or by redemption) subsequent to the date as of which interest on the Bonds is (or is so determined to be) taxable and prior to the date fixed for redemption (less any option redemption premium previously paid on any such Bond.)

If it shall occur that any Bond is paid or retired subsequent to the date as of which interest on the Bonds is (or is determined to be as provided in Section 12.2 of the Lease Agreement) taxable as a result of the violation of any covenant set forth in Section 8.9 (2) or Section 8.9 (4) of the Lease Agreement and prior to the redemption of the Bonds by use of the purchase price derived from the mandatory purchase of the Project by the Lessee pursuant to Section 12.2 of the Lease Agreement, then in such event the person who shall have been the holder of any such Bond on the occasion of its payment (whether at maturity or by redemption) shall receive a premium computed in accordance with the provisions of Section 12.4 of the Lease Agreement to be paid from the purchase price paid by the Lessee under Section 12.2 of the Lease Agreement.

The Bonds are also subject to redemption by the County prior to maturity on any interest payment date on or after December 1, 1982, in whole or in part, in inverse order of their maturity (less than all of such Series 1972 Bonds of a single maturity to be selected by lot by the Trustee) at the redemption prices (expressed as percentages of principal amount) set forth in the table below, plus accrued interest to the redemption date:

<u>Redemption Date</u> <u>(dates inclusive)</u>	<u>Redemption Price</u>
December 1, 1982 to December 1, 1984	104%
June 1, 1985 to December 1, 1987	103%
June 1, 1988 to December 1, 1990	102%
June 1, 1991 to December 1, 1993	101%
June 1, 1994 and thereafter	100%

In the event any of the Bonds are called for redemption, as aforesaid, notice thereof, specifying the Bonds to be redeemed shall be given by publication not less than thirty days and not more than sixty days prior to the redemption date in a newspaper or financial journal of general circulation published in the City of New York, New York, and in the case of the redemption of registered Bonds, upon mailing a copy of the redemption notice

by first class mail at least thirty days prior to the date fixed for redemption to the holder of each registered Bond to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. If all of the Bonds to be redeemed are registered Bonds, notice by mailing given by first class mail to the holder or holders thereof, at the addresses shown on the registration books, not less than thirty days prior to the date fixed for redemption as aforesaid shall be sufficient, and published notice of the call for redemption need not be given, and failure duly to give such notice by mailing, or any defect in the notice, to the holder of any registered Bond designated for redemption shall not affect the validity of the proceedings for the redemption of any other Bond. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit with the Trustee, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture. If, because of the temporary or permanent suspension of the publication or general circulation of any newspaper or financial journal or for any other reason it is impossible or impractical to publish such notice of call for redemption in the manner herein provided, then such publication in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of notice.

This Bond and the issue of which it forms a part are issued pursuant to the authorization of and for the purposes prescribed by Act No. 103 of the Acts and Joint Resolutions enacted at the 1967 Session of the General Assembly of the State of South Carolina, as amended, and pursuant to resolutions duly

adopted by the County Board of Commissioners of Lexington County and with the approval of the State Budget and Control Board of South Carolina. This Bond and the issue of which it forms a part and the interest coupons appertaining hereto are limited obligations of the County and are payable solely out of the lease rentals, revenues and receipts (excluding amounts paid by the Lessee pursuant to Sections 5.5 or 8.7 of the Lease Agreement) derived from the leasing or sale of the Project, which has been financed through the issuance of the Bonds and leased to the Lessee.

This Bond and the interest coupons appertaining hereto are not and shall never constitute an indebtedness of the County within the meaning of any state constitutional provision or statutory limitation and shall never constitute nor give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Pursuant to the Lease Agreement, rental payments sufficient for the prompt payment when due of the principal of, premium, if any, and interest on the Bonds are to be paid to the Trustee for the account of the County and deposited in a special account created by the County and designated "Lexington County Industrial Revenue Bond Fund--The National Cash Register Project,"

Pursuant to the Lease Agreement, rental payments sufficient for the prompt payment when due of the principal of, premium, if any, and interest on the Bonds are to be paid to the Trustee for the account of the County and deposited in a special account created by the County and designated "Orangeburg County Industrial Revenue Bond Fund--Roper Corporation Project," and have been pledged for that purpose, and in addition the project has been subjected to the lien of the Indenture to secure payment of such principal and interest and premium.

The holder of this Bond and the bearers of the coupons appertaining hereto shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all of the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law; and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the County, does not exceed or violate any constitutional or statutory limitation.

This Bond and the interest coupons appertaining hereto shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Trustee's certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has caused this Bond to be executed by the facsimile signature of the Chairman of the County Board of Commissioners of Lexington County, and its corporate Seal to be impressed or reproduced hereon and attested by the manual signature of the Secretary of the County Board of Commissioners of Lexington County, and has caused the interest coupons attached to be executed by the facsimile signatures of said Chairman and said Secretary, all as of the 1st day of December, A. D., 1972.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

By _____
Chairman, County Board of
Commissioners

Attest:

Secretary, County Board of
Commissioners

This Bond is one of the Bonds of the issue described in the within-mentioned Indenture.

As Trustee

By _____
Authorized Signature

CERTIFICATE OF REGISTRATION

(There must be no writing in the space below except by the Bond Registrar)

Date of Registration	Name of Registered Holder	Manner of Registration	Signature of Bond Registrar
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(FORM OF INTEREST COUPON)

No. _____ \$ _____

On the first day of _____, 19____, Lexington County, South Carolina (unless the Bond to which this coupon appertains shall have been duly called for previous redemption and payment of the redemption price made or provided for) will pay to bearer, subject to the provisions of the Indenture, but solely from the lease rentals, revenues and receipts pledged therefor, all as described in the Bond hereinafter mentioned, and upon presentation and surrender of this coupon at the principal office of the Trustee, _____, in the City of _____, State of _____, or its successor in trust, the amount shown hereon in lawful money of the United States of America, as provided in and being semi-annual interest then due on its First Mortgage Industrial Revenue Bond, Series 1972 (The National Cash Register Company - Lessee) dated as of December 1, 1972, Numbered _____.

Chairman of County Board of
Commissioners

Secretary of County Board of
Commissioners

LEXINGTON COUNTY, SOUTH CAROLINA

and

THE NATIONAL CASH REGISTER COMPANY

LEASE AGREEMENT

INITIAL DRAFT - 11/2/72

THIS LEASE AGREEMENT, dated as of December 1, 1972, between LEXINGTON COUNTY, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Board of Commissioners of Lexington County, which is the governing body of said County as constituted by Article II, Chapter 48, Title 14, Code of Laws of South Carolina, 1962, as amended, party of the first party, and THE NATIONAL CASH REGISTER COMPANY, a corporation organized and existing under the laws of the State of Maryland, duly qualified to conduct business in the State of South Carolina, party of the second part,

W I T N E S S E T H:

In consideration of the respective representations and agreements hereinafter contained, the parties hereto agree as follows (provided that in the performance of the agreements of the party of the first part herein contained, any obligation it may thereby incur for the payment of money shall not create a pecuniary liability or a charge upon its general credit or against its taxing powers but shall be payable solely out of the proceeds derived from this Lease Agreement, the sale of the Bonds referred to in Section 2.1 hereof, the insurance proceeds and proceeds from released property and condemnation awards as herein provided):

ARTICLE I

DEFINITIONS

SECTION 1.1. Certain terms used in this Lease Agreement are defined herein. When used herein such terms shall have the meanings given to them by the language employed in this Article I defining such terms, unless the context clearly indicates otherwise.

SECTION 1.2. The following terms are defined terms under this Lease Agreement:

"ACT" means Act No. 103 of the Acts of the General Assembly of the State of South Carolina for the year 1967, as amended, and appearing as Article 2.1, Chapter 8, Title 14, Code of Laws of South Carolina, 1962, 1971 Cumulative Supplement.

"ADDITIONS or ALTERATIONS" means improvements, replacements, alterations, additions, enlargements or expansions in, on or to the Project.

"AGREEMENT" or "LEASE AGREEMENT" means the within Lease Agreement between the County and the Lessee as the same may be amended from time to time in accordance with the provisions hereof.

"AUTHORIZED COUNTY REPRESENTATIVE" means the person at the time designated to act in behalf of the County by written certificate furnished to the Lessee and the Trustee, containing the specimen signature of such person and signed on behalf of the County by the Chairman of the County Board. Such certificate may designate an alternate or alternates.

"AUTHORIZED LESSEE REPRESENTATIVE" means the person at the time designated to act in behalf of the Lessee by written certificate furnished to the County and the Trustee, containing the specimen signature of such person and signed on behalf of the Lessee by its President, any Vice President or by the Chairman of its Board of Directors. Such certificate may designate an alternate or alternates.

"BONDS" means the bonds of the County from time to time issued and outstanding under the Indenture.

"BOND FUND" means the Bond Fund created in Section 502 of the Indenture and referred to herein.

"BUILDING" means the existing building located on the Leased Land, containing approximately 99,200 square feet,

all improvements thereto, and all other buildings and fixtures therein as they may at any time exist, including any air conditioning and heating systems (which shall be deemed fixtures).

"CHAIRMAN" means the chief executive officer of the County Board. The term shall also include the Vice Chairman of the County Board whenever, by reason of absence, illness, or other reason, the person who is the Chairman is unable to act.

"CONSTRUCTION FUND" means the Construction Fund created in Section 602 of the Indenture and referred to herein.

"COUNTY" means Lexington County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"COUNTY BOARD" means the County Board of Commissioners of Lexington County, and any successor body.

"INDENTURE" means the Trust Indenture between the County and
as Trustee, of even date herewith, providing for the terms, conditions and provisions under which the Bonds will be issued, pursuant to which the County's interest in this Agreement and the lease rentals, revenues and receipts received by the County from the Project (except payments pursuant to Section 5.5 or Section 8.7 of this Agreement) are pledged and the Project is mortgaged as security for the payment of principal, premium, if any, and interest on the Bonds, including any indenture supplemental thereto.

"INDEPENDENT COUNSEL" means an attorney duly admitted to practice law before the highest court of any state and not a full time employee of either the County or the Lessee.

"INDEPENDENT ENGINEER" means an engineer or engineering firm registered and qualified to practice the profession of engineering under the laws of South Carolina and who or which is not a full time employee of either the County or the Lessee.

"LEASE TERM" means the duration of the leasehold estate created in this Agreement as specified in Section 5.1 hereof.

"LEASED LAND" means the real property described in Exhibit "A" attached hereto which, by this reference thereto, is incorporated herein.

"LESSEE" means (i) the party of the second part hereto and its successors and assigns and (ii) any surviving, resulting or transferee corporation as provided in Section 8.3 hereof.

"NET PROCEEDS," when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees and extraordinary expenses of the Trustees) incurred in the collection of such gross proceeds.

"PERMITTED ENCUMBRANCES" means, as of any particular time, (i) liens for ad valorem taxes not then delinquent, (ii) this Agreement and the Indenture, (iii) utility, access and other easements and rights of way, flood rights, encroachments, leases, restrictions and exceptions that an Independent Engineer and the Authorized Lessee Representative certify will not interfere with or impair the operations being conducted in the Building, (iv) such minor defects, irregularities, encumbrances, and clouds on title as normally exist with respect to properties similar in character to the Project and as do not in the opinion of an Independent Counsel, materially impair the title to the Project for the purposes for which it was acquired or is held by the County, and (v) mechanics' and materialmen's liens not filed or perfected in the manner prescribed by Chapter 5, Title 45, Code of Laws of South Carolina, 1962, as now or hereafter amended.

"PROJECT" means the Leased Land and the Building.

"SECRETARY" means the Secretary of the County Board. The term shall also include a person whose title is Clerk, and the Assistant or Acting Secretary or Clerk of the County Board whenever, by reason of absence, illness or other reason, the person who is the Secretary or Clerk is unable to act.

"SERIES 1972 BONDS" means the \$1,520,000 LEXINGTON COUNTY First Mortgage Industrial Revenue Bonds, Series 1972 (The National Cash Register Company - Lessee) of the County to be issued pursuant to the Indenture.

"TRUSTEE" means the trustee and/or the co-trustee at the time serving as such under the Indenture.

SECTION 1.3. The words "hereof," herein," "hereunder," and other words of similar import refer to this Lease Agreement as a whole.

SECTION 1.4. References to Articles, Sections, and other subdivisions of this Lease Agreement are to the designated Articles, Sections, and other subdivisions of this Lease Agreement as originally executed.

SECTION 1.5. The headings of this Lease Agreement are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

SECTION 2.1. Representations by the County. The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State of South Carolina, and is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. The Project constitutes and will constitute a "project" within the meaning of the Act. By proper action by the County Board and the State Budget and Control Board of South Carolina, the County has been duly authorized to execute and deliver this Agreement.

(b) The County has acquired (with funds advanced by the Lessee), the Leased Land and the Building thereon located, and which together constitute the Project. The County proposes to lease the Project to the Lessee and to sell the Project to the Lessee at the expiration or earlier termination of the Lease Term, all for the purposes of promoting and employing the manpower and natural resources of South Carolina.

(c) Heretofore, and prior to the acquisition by the County of the Leased Land and the Building located thereon, the Lessee was leasing from a third party a portion of the Building, under a Lease which was to expire on May 30, 1973, but with an option set forth in said Lease which permitted the Lessee to purchase the Leased Land and the Building. The option so held by the Lessee was scheduled

to expire on July 31, 1972. Prior to the expiration of the option, the Lessee and the County agreed that if the County would agree to finance the acquisition of the Leased Land and Building, through a sale of Industrial Revenue Bonds, the Lessee would exercise its option and thereafter expand its operations, and increase the number of persons employed in conducting the operations on their leased property. The agreement between the County and the Lessee is evidenced by a certain Inducement Contract executed by the County under date of July 17, 1972, and by the Lessee under date of July 20, 1972.

The purchase price of the Leased Land and the Building was \$1,400,000. Alterations and improvements made thereon by the Lessee subsequent to the exercise of its option, will amount to not less than \$65,000. Other expenses in connection with the issuance and sale of the Series 1972 Bonds indicate that the total cost of the Project will amount to \$1,520,000, and on that basis the County now proposes to issue the Series 1972 Bonds in the aggregate amount of \$1,520,000, which will be dated, mature and bear interest as set forth in Section 202 of the Indenture and which will be subject to redemption on the occasions and at the redemption prices set forth in Section 301 of the Indenture.

SECTION 2.2. Representations by the Lessee. The Lessee makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Lessee is a corporation duly incorporated under the laws of Maryland, is in good standing under its charter and the laws of Maryland and South Carolina, and has power to enter into this Agreement and by proper corporate action has been duly authorized to execute and deliver this Agreement.

(b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of any of the terms, conditions or provisions of any corporate restriction or any agreement or instrument to which the Lessee is now a party or by which it is bound, or constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Lessee under the terms of any instrument or agreement.

(c) Relying upon the agreement of the County to finance the cost of acquiring the Project, the Lessee did heretofore exercise the option in the lease with the third party, has paid its option or the purchase price therefor, and has caused title to the Project to be vested in the County.

(d) The Lessee intends to continue to operate the Project, from the date hereof, to the expiration or earlier termination of the Lease Term as provided herein as a plant engaged in research, development and manufacturing, primarily for the United States Postal Service.

(e) The acquiring of the Project by the County through the issuance of the Series 1972 Bond and the leasing of the Project to the Lessee has induced the Lessee to continue, and to expand its industrial enterprise in the County.

ARTICLE III

DEMISING CLAUSE, WARRANTY OF TITLE, TITLE INSURANCE

SECTION 3.1. Demise of the Leased Land, And

Building. The County demises and leases to the Lessee, and the Lessee leases from the County, the Leased Land, and the Building at the rental set forth in Section 5.3 hereof and in accordance with the provisions of this Agreement.

SECTION 3.2. Warranty of Title. The County warrants that it has acquired a good and marketable fee simple title to the Leased Land, free from all encumbrances other than Permitted Encumbrances, and the County will furnish, at the time of the delivery of the Series 1972 Bonds, a written opinion of Independent Counsel that it has good and marketable fee simple title to the Leased Land, subject to Permitted Encumbrances.

SECTION 3.3. Title Insurance. At the time of the delivery of the Series 1972 Bonds, the County will provide a Mortgagee Title Insurance Policy (or appropriate Binder) upon the Leased Land and Building issued by a Company approved by the Trustee insuring the lien of the Indenture upon the Leased Land and Building, subject to no encumbrances other than Permitted Encumbrances, in the amount of not less than \$1,400,000. Any Net Proceeds therefrom shall be used to remedy the title defect resulting in the payment thereof or be deposited in the Bond Fund.

ARTICLE IV

ACQUISITION OF THE PROJECT; ISSUANCE OF THE SERIES 1972 BONDS; CONSTRUCTION FUND

SECTION 4.1. Acquisition of the Project by the County.

The County has heretofore acquired the Leased Land through means of funds provided by the Lessee and by deed previously recorded. The Lessee agrees that such action on the part of the County has been done at its request and with its approval. The Lessee has improved the Building by converting existing open factory space into office space and has installed in the Building a sprinkler system. The cost of such improvements will amount to not less than \$65,000, nor more than \$74,000.

SECTION 4.2. Agreement to Issue Series 1972 Bonds; and Application of Bond Proceeds. In order to provide funds for payment of the costs of the Project, the County agrees that it will, on or before the 31st day of December, 1972, sell and cause to be delivered to the initial purchaser the Series 1972 Bonds in the aggregate principal amount of \$1,520,000 and will thereupon (i) deposit in the Bond Fund all accrued interest received on the sale of the Series 1972 Bonds and (ii) deposit in the Construction Fund the balance of the proceeds received from said sale.

SECTION 4.3. Disbursements from the Construction Fund.

The County shall in the Indenture authorize and empower the Trustee to use the moneys in the Construction Fund for the following purposes:

(a) Payment of the initial or acceptance fee of the Trustee; the fees for recording the deed whereby the Leased Land has been conveyed to the County, this Agreement, the Indenture, financing statements and any title curative documents that either the Trustee, the

Lessee or Independent Counsel may deem desirable to file for record in order to perfect or protect the lien or security interest of the Indenture on the Project; and the fees and expenses in connection with any actions or proceedings that either the Trustee, the Lessee or Independent Counsel may deem desirable to bring in order to perfect or protect the title of the County to the Project or to perfect or protect the lien or security interest of the Indenture on the Project.

(b) Payment to the Lessee of such amounts as shall be necessary to reimburse the Lessee in full for all advances and payments made by the Lessee prior to or after the delivery of the Series 1972 Bonds for expenditures in connection with the acquisition by the County of title to the Leased Land with the Building thereon.

(c) Payment to the Lessee of costs and expenses, paid or incurred, for legal and accounting fees and charges incidental to the consummation of this transaction.

(d) Payment to the Lessee for expenses, paid or incurred, in connection with the improvements to the Building which have been installed by the Lessee.

(e) Payment to the Lessee or to the Underwriter of the fees and charges of the Underwriter in connection with the sale of the bonds.

(f) Payment to the Lessee of any other costs and expenses relating to the Project.

Provided that each of the payments made pursuant to the preceding subsections shall be made only upon receipt by the Trustee of a written order by the Authorized Lessee Representative and by the Authorized County Representative which shall certify

with respect to each such payment: (i) that none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Construction Fund and (ii) that each item for which the payment is proposed to be made is or was necessary in connection with the Project.

SECTION 4.4. Trustee May Rely on Orders and Certifications.

In making any such payment from the Construction Fund, the Trustee may rely on any such orders and certifications delivered to it pursuant to Section 4.3, and the Trustee shall be relieved of all liability with respect to making such payments in accordance with such orders and certifications.

SECTION 4.5. Lessee Required to Pay Construction Costs in Event Construction Fund Insufficient. In the event the moneys in the Construction Fund available for payment of the costs of the Project shall not be sufficient to pay the costs thereof in full, the Lessee agrees to pay all that portion of the costs of the Project as may be in excess of the moneys available therefor in the Construction Fund. The County does not make any warranty, either express or implied, that the moneys which will be paid into the Construction Fund and which, under the provisions of this Agreement, will be available for payment of the costs of the Project, will be sufficient to pay all the costs which will be incurred in that connection. The Lessee agrees that if after exhaustion of the moneys in the Construction Fund the Lessee shall pay any portion of the said costs of the Project pursuant to the provisions of this Section, it shall not be entitled to any reimbursement therefor from the County or from the Trustee or from the holders of any of the Series 1972 Bonds, nor shall it be entitled to any diminution of the rents payable under Section 5.3 hereof. The obligation of the Lessee under this Section 4.5 to complete the Project shall survive any termination of this Agreement.

SECTION 4.6. Authorized Lessee and County Representatives and Successors. The Lessee and the County Board, respectively, shall designate, in the manner prescribed in Section 1.2, the Authorized Lessee Representative and the Authorized County Representative. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

SECTION 4.7. Enforcement of Remedies Against Contractors and Subcontractors and Their Sureties. The Lessee covenants that it will take such action and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently in accordance with the terms of said contracts, including, without limitation, the correcting of any defective work, with all expenses incurred by Lessee in connection with the performance of its obligations under this Section to be considered part of the Project costs referred to in Section 4.3 (f), and the County agrees that the Lessee may, from time to time, in its own name, or in the name of the County, take such action as may be necessary or advisable, as determined by Lessee, to insure the completion of the Project, to insure the peaceable and quiet enjoyment of the Project for the Lease Term, and to insure the performance by the County of all covenants and obligations of the County under this Agreement, with all costs and expenses incurred by the Lessee in connection therewith to be considered as part of the Project costs referred to in Section 4.3 (f). Any amounts recovered by way of damages, refunds, adjustments or otherwise in connection with the foregoing, less any unreimbursed legal expenses incurred in order to collect the same, shall be paid into the Bond Fund.

ARTICLE V

EFFECTIVE DATE OF THE AGREEMENT; DURATION OF ORIGINAL
TERM; RENEWAL OPTIONS; RENTAL PROVISIONS; PAYMENTS
IN LIEU OF TAXES AND UNCONDITIONAL OBLIGATIONS OF
LESSEE

SECTION 5.1. Effective Date of This Agreement;

Duration of Original Term; Renewal Options. This Agreement shall become effective upon its delivery and shall be in full force and effect for a term ending on December 1, 1997, subject to the provisions of this Agreement (including particularly Section 8.10, Articles X, XI and Section 12.2.)

SECTION 5.2. Delivery and Acceptance of Possession.

The County agrees to deliver to the Lessee sole and exclusive possession of the Project upon the execution and delivery of this Agreement and Lessee thereupon and thereafter shall have sole and exclusive possession of the Project during the Lease Term (subject to the right of the County and Trustee to enter thereupon for inspection purposes and to the other provisions of Section 8.2 hereof).

SECTION 5.3. Rents and Other Amounts Payable. At least

fifteen days before June 1, 1973, and at least fifteen days before each December 1 and June 1 thereafter until the principal of, premium, if any, and interest on the Series 1972 Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Lessee shall pay to the Trustee as rent for the Project (i) if such date is December 1, a sum equal to the amount payable on such date as principal and interest upon the Series 1972 Bonds and (ii) if such date is June 1, a sum equal to the amount payable on such date as interest upon the Series 1972 Bonds, as provided in the Indenture.

In the event additional bonds shall be issued pursuant to Section 218 of the Indenture, thereafter at least fifteen days

before any date on which the principal or interest on any such Bonds shall be due, until the principal, premium, if any, and interest on all such Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Lessee shall pay to the Trustee a sum equal to the amount payable on such date as principal and/or interest upon such Bonds, as provided in the Indenture.

In any event each rental payment under this Section shall be sufficient to pay the total amount of interest or interest and principal (whether at maturity or by redemption or acceleration as provided in the Indenture) and premium, if any, payable on the next succeeding interest payment date, and if on any interest payment date the balance in the Bond Fund is insufficient to make the required payments of principal (whether at maturity or by redemption or acceleration as provided in the Indenture) and premium, if any, and interest on such date, the Lessee shall forthwith pay any such deficiency; provided that any amount at any time held by the Trustee in the Bond Fund shall be credited against the next rental payment to the extent such amount is in excess of the amount required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases where such Bonds or coupons have not been presented for payment; and provided further, that if the amount held by the Trustee in the Bond Fund should be sufficient to pay at the times required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Lessee shall not be obligated to make any further rental payments under the foregoing provisions of this Section.

The Lessee agrees to pay to the Trustee until the principal of, premium, if any, and interest on the Bonds shall have been fully paid (i) an amount equal to the annual fee of the Trustee

for the ordinary services of the Trustee, as Trustee, rendered and its ordinary expenses, as Trustee, incurred under the Indenture, as and when the same becomes due, (ii) reasonable fees and charges of the Trustee as Bond Registrar and paying agent, and any other paying agents on the Bonds, for acting as paying agents as provided in the Indenture, as and when the same become due, and (iii) the reasonable fees and charges of the Trustee for the necessary extraordinary services rendered by it and extraordinary expenses incurred by it under the Indenture, as and when the same become due; provided, that the Lessee may, without creating a default hereunder, contest in good faith the necessity for any such extraordinary services and extraordinary expenses and reasonableness of any such fees, charges or expenses.

In the event the Lessee shall fail to make any of the payments required in this Section, the item or installment so in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon at the rate of 8% per annum until paid. The provisions of this Section shall be subject to the provisions of Section 9.6 hereof.

SECTION 5.4. Place of Rental Payments. The rent provided for in Section 5.3 hereof shall be paid directly to the Trustee for the account of the County and shall be deposited in the Bond Fund. The additional payments to be made to the Trustee under Section 5.3 hereof shall be paid directly to the Trustee for its own use or for disbursement to the paying agents, as the case may be.

SECTION 5.5. Payments in Lieu of Taxes. It is recognized that under the provisions of the Act when any project is leased by a county pursuant to the Act the lessee thereof shall be required to make payments to the county, the school district or school districts, and other political units wherein the project

shall be located in lieu of taxes, in such amounts as would result from taxes levied on the project by such county, school district or school districts, and other political unit or units, if the project were owned by the lessee, but with appropriate reductions similar to the tax exemptions, if any, which would be afforded to the lessee if it were the owner of the project. For the sole purpose of enabling the Lessee to comply with the aforesaid obligation, it is agreed that the County in cooperation with the Lessee (i) shall cause the Project to be valued as if privately owned as aforesaid for purposes of the said taxes by the State Tax Commission of South Carolina or such other appropriate officer or officers as may from time to time be charged with responsibility for making such valuations; (ii) shall cause to be appropriately applied to the valuation or valuations so determined the respective rate or rates of such taxes, that would be applicable to the Project if so privately owned; (iii) shall cause the respective appropriate officer or officers charged with the duty of levying and collecting taxes to submit to the Lessee, when the respective levies are made upon property privately owned as aforesaid, a statement specifying the amount and due date of such taxes which the county, school district and other political units having taxing powers would receive if the Project were so privately owned; and Lessee shall file any accounts or tax returns required with the appropriate officer or officers. The Lessee shall pay to the aforesaid taxing authorities when due all such payments in lieu of taxes with respect to the Project required by the Act to be paid to the aforesaid taxing authorities, subject in each case to the Lessee's right to obtain exemptions (and discounts), if any, therefrom 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 6.3 in the case of taxes and other governmental charges. The Lessee's obligation to make such additional payments shall continue only so long as and to

the extent the Lessee is required by law to pay the aforesaid amounts in lieu of taxes. Once having paid the amounts required by this Section 5.5 to be paid by it in lieu of taxes, the Lessee shall not be required to pay any such taxes for which a payment in lieu thereof has been made to the State or to any city, county, town, school district or other political unit, any other statute to the contrary notwithstanding. In the event the Lessee shall fail to make any of the payments required by this Section 5.5, the amount or amounts so in default shall continue as an obligation of the Lessee until fully paid and the Lessee agrees to pay the same with interest thereon at eight per centum per annum until paid.

SECTION 5.6. Obligations of Lessee Hereunder Unconditional.

Subject to the provisions of this Section and Section 9.6 hereof, the obligations of the Lessee to make the payments required in Sections 5.3 and 5.5 hereof and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional and until such time as the principal of, and interest and premium, if any, on the Bonds shall have been made in accordance with the Indenture, the Lessee (i) will not suspend or discontinue any payments provided for in Section 5.3 hereof, (ii) will perform and observe all of its other agreements contained in this Agreement, and (iii) except as provided in Section 11.1 hereof will not terminate the Lease Term for any cause including, without limiting the generality of the foregoing, failure of the Lessee to complete the Project, the taking by eminent domain of title to or the right of temporary use of all or any part of the Project, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws

of the United States of America or South Carolina or any political subdivision of either thereof or any failure of the County to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Agreement. Nothing contained in this Section shall be construed to release the County from the performance of any of the agreements on its part herein contained; and in the event the County should fail to perform any such agreement on its part, the Lessee may institute such action against the County as the Lessee may deem necessary to compel performance so long as such action does not abrogate the Lessee's obligations contained in the first sentence of this Section 5.6. The Lessee may, however, at its own cost and expense and in its own name or in the name of the County, prosecute or defend any action or proceeding or take any other action involving third persons which the Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event the County hereby agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the County in any such action or proceeding if the Lessee shall so request.

ARTICLE VI

MAINTENANCE, TAXES AND INSURANCE

SECTION 6.1. Maintenance and Modifications of Project

by Lessee. The Lessee agrees that during the Lease Term it will at its own expense (i) keep the Project in as reasonably safe condition as its operations shall permit and (ii) keep the Building and all other improvements forming a part of the Project in good repair and in good operating condition, making from time to time, all necessary repairs thereto.

The Lessee may, also at its own expense, make from time to time any Additions or Alterations to the Project it may deem desirable for its business purposes that do not adversely affect the operations being conducted in and upon the Project (or, if no operations are being conducted, the operations for which the Project was designed or last modified). Such Additions and Alterations so made by the Lessee shall be on the Leased Land and become a part of the Project. The Lessee shall not permit any mechanics' or other liens to be established or remain against the Project for labor or materials furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements so made by it; provided, that if the Lessee shall first notify the Trustee of its intention so to do, the Lessee may in good faith contest any mechanics' or other liens filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless the Trustee shall notify the Lessee that, in the opinion of Independent Counsel, by non-payment of any such items the lien of the Indenture as to any part of the Project may be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event the Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items. The County will cooperate fully with the Lessee in any such contest.

SECTION 6.2. Equipment in the Building. Inasmuch as no part of any equipment in the Building constitutes a part of the Project, the Lessee shall have the absolute right, but at its own expense, to install machinery, equipment and other personal property in the Building or on the Leased Land and which may be attached or affixed to the Building or the Leased Land. All such machinery, equipment and other personal property shall remain the sole property of the Lessee and the Lessee may remove the same from the Building or the Leased Land at any time, in its sole discretion and at its own expense; provided, that any damage to the Project resulting from any such removal shall be repaired by the Lessee at the expense of the Lessee.

SECTION 6.3. Taxes, Other Governmental Charges and Utility Charges. The County and the Lessee acknowledge (i) that pursuant to Section 13 of the Act, no part of the Project owned by the County will be subject to taxation in South Carolina, 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 (ii) 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, revenues or receipts 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 Indenture or a charge on the revenues and receipts therefrom prior to or on a parity with the charge thereon and the pledge or assignment thereof to be created and made in the Indenture, 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 Trustee 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 unless the Trustee shall notify the Lessee that, in the opinion of Independent Counsel, by non-payment of any such items the lien of the Indenture will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly. The County will cooperate fully with the Lessee in any such contest. In the event that the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee the County or the Trustee may (but shall be under no

obligation to) pay the same and any amounts so advanced therefor by the County or the Trustee shall become an additional obligation of the Lessee to the one making the advancement, which amounts, together with interest thereon at the rate of eight per centum per annum from the date thereof until paid, the Lessee agrees to pay.

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. Throughout the Lease Term, the Lessee shall keep the Project continuously insured against such risks as are stated below, paying as the same become due all premiums in respect thereto:

(a) Insurance upon the repair or replacement basis if available, and otherwise to the full insurable value of the Project (with deductible provisions not to exceed (\$50,000 in any one casualty) 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.

(b) Explosion insurance on steam boilers, pressure vessels and pressure piping (which are not already insured under the policy referred to in Section 6.4(a) hereof) in an amount not less than \$100,000 (with deductible provisions not to exceed \$50,000), provided that such insurance need not be taken out until the steam boilers, pressure vessels and pressure piping have been installed the Project.

(c) General liability insurance to the extent of \$250,000 each person, \$1,000,000 each accident, bodily injury including death resulting therefrom, and to the extent of \$50,000 per accident for property damage, including loss of use thereof, occurring on or in any way related to the Project or any part thereof.

All insurance required by this Section shall be taken out and maintained in generally recognized responsible insurance companies qualified to do business in the State of South Carolina selected by the Lessee. All policies evidencing such insurance shall provide for payment to the County, the Lessee and the Trustee as their respective interests may appear, and the policies required by Section 6.4(a) and 6.4(b) shall contain standard mortgagee clauses requiring that all Net Proceeds of insurance resulting from any claim in excess of \$100,000 for loss or damage covered thereby be paid to the Trustee; provided, however, that all claims regardless of amount may be adjusted by the Lessee with the insurers, subject to approval of the Trustee as to any settlement of any claim in excess of \$100,000. A certificate or certificates of the insurers that such insurance is in force and effect shall be deposited with the Trustee; and prior to the expiration of any such policy the Lessee shall furnish the Trustee with evidence satisfactory to the Trustee that the policy has been renewed or replaced or is no longer required by this Lease.

SECTION 6.5. Application of Net Proceeds of Insurance.

The Net Proceeds of the insurance carried pursuant to the provisions of Section 6.4(a) and 6.4(b) hereof shall be received by the Lessee and shall then be paid and applied as provided

in Section 7.1 hereof and the Net Proceeds of insurance carried pursuant to the provisions of Section 6.4(c) hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

SECTION 6.6. Advances by the County or the Trustee.

In

the event the Lessee shall fail to maintain the full insurance coverage required by this Agreement or shall fail to keep the Project in as reasonably safe condition as its operations will permit, or shall fail to keep the Project in good repair, the County or the Trustee may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or make required repairs; and all amounts so advanced therefor by the County or the Trustee shall become an additional obligation of the Lessee to the one making the advancement, which amounts, together with interest thereon at the rate of 8% per annum from the date hereof until paid, the Lessee agrees to pay.

ARTICLE VII

DAMAGE, DESTRUCTION, AND CONDEMNATION

SECTION 7.1. Damage and Destruction. Unless the Lessee shall have exercised its option to purchase pursuant to the provisions of Section 11.2(a) hereof, if prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) the Project is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that the claim for loss under the insurance policies required to be carried pursuant to Section 6.4(a) and (b) hereof resulting from such destruction or damage is not greater than \$100,000, the Lessee at its expense (i) will promptly repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair operating unity or productive capacity or the character of the Project as an industrial facility, and (ii) will apply for such purpose so much as may be necessary of any Net Proceeds of insurance resulting from such claims for losses, as well as any additional moneys of the Lessee necessary therefor. All Net Proceeds of insurance resulting from such claims for losses not in excess of \$100,000 shall be paid to the Lessee.

Unless the Lessee shall have exercised its option to purchase pursuant to the provisions of Section 11.2(a) hereof, if prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) the Project is destroyed (in whole or in part) or is damaged by fire or other casualty to such extent that

that claim for loss under the insurance policies required to be carried pursuant to Section 6.4(a) and (b) hereof resulting from such destruction or damage is in excess of \$100,000, the Lessee shall promptly give written notice thereof to the Trustee. All Net Proceeds of insurance resulting from such claims for losses in excess of \$100,000 shall be paid to and held by the Trustee in a separate trust account, whereupon (i) the Lessee shall proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as it existed prior to the event causing such damage or destruction, with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Lessee and as will not impair operating unity or productive capacity or the character of the Project as an industrial facility, and (ii) the Trustee will apply so much as may be necessary of the Net Proceeds of such insurance to payment of the costs of such repair, rebuilding or restoration, either on completion thereof or as the work progresses. In the event said Net Proceeds are not sufficient to pay in full the costs of such repair, rebuilding or restoration, the Lessee will nonetheless complete the work thereof and will pay that portion of the costs thereof in excess of the amount of said Net Proceeds.

Any moneys held by the Trustee in the separate trust account under the provisions of the preceding paragraph shall at the written request of the Authorized Lessee Representative be invested or reinvested by the Trustee in investments of the sort permitted by Section 702 of the Indenture.

Any balance of such Net Proceeds remaining after payment of all the costs of such repair, rebuilding or restoration shall be paid into the Bond Fund. If the Bonds have been

fully paid (or provision for the payment thereof has been made in accordance with the Indenture) all Net Proceeds shall be paid to the Lessee.

The Lessee shall not, by reason of the payment of such excess costs, be entitled to any reimbursement from the County, the Trustee or the holders or owners of the Bonds or any abatement or diminution of the rents payable under Section 5.3 hereof.

SECTION 7.2. Condemnation. Unless title to, or temporary use of, all or substantially all, or any material portion, of the Project shall have been taken by condemnation and the Lessee shall elect to exercise its option to purchase pursuant to the provisions of Section 11.2(b) hereof, in the event that title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, the Lessee shall be obligated to continue to make the rental payments specified in Section 5.3 hereof. The County, the Lessee and the Trustee shall cause the Net Proceeds received by them or any of them from any award made in such eminent domain proceedings, to be paid to and held by the Trustee in a separate trust account, to be applied in one or more of the following ways as shall be directed in writing by the Lessee:

(a) To the restoration of the Project to substantially the same condition thereof as existed prior to the exercise of the said power of eminent domain.

(b) To the acquisition, by construction or otherwise, in the name of the County of improvements consisting of a building or buildings, facilities, machinery, equip-

ment or other properties suitable for the Lessee's operations at the Project (which improvements shall be deemed a part of the Project and available for use and occupancy by the Lessee without the payment of any rent other than as herein provided to the same extent as if such other improvements were specifically described herein and demised hereby); provided, that such improvements shall be acquired by the County subject to no liens or encumbrances prior to or on a parity with the lien of the Indenture, other than Permitted Encumbrances.

(c) For deposit into the Bond Fund, provided that the Lessee shall furnish to the County and the Trustee a certificate of an Independent Engineer acceptable to the County and the Trustee stating (i) that the property forming a part of the Project that was taken by such condemnation proceedings is not essential to the Lessee's use or occupancy of the Project, or (ii) that the Project has been restored to a condition substantially equivalent to its condition prior to the taking by such condemnation proceedings or (iii) that improvements have been acquired which are suitable for the Lessee's operations at the Project as contemplated by the foregoing subsection (b) of this Section.

Unless the Lessee shall have elected to exercise its option to purchase pursuant to the provisions of Section 11.2(b) hereof within ninety days from the date of entry of a final order in any eminent domain proceedings granting condemnation, the Lessee shall direct the County and the Trustee in writing as to which of the ways specified in this Section the Lessee elects to have the condemnation award applied.

Any balance of the Net Proceeds of the award in such eminent domain proceedings shall be paid into the Bond Fund. If the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), all Net Proceeds shall be paid to the Lessee.

The County shall cooperate fully with the Lessee in the handling and conduct of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and shall, to the extent it may lawfully do so, permit the Lessee to litigate in any such proceeding in the name and behalf of the County. In no event shall the County voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of the Lessee.

Notwithstanding any other provision of this Section, in any event of condemnation when no Bonds are then outstanding and unpaid, there shall be no obligation on the part of the Lessee to restore or repair the Project.

SECTION 7.3. Condemnation of Lessee-Owned Property.

The Lessee shall also be entitled to the Net Proceeds of any condemnation award or portion thereof made for damages to or takings of its own property not included in the Project (except for damages for the value of its leasehold estate under this Agreement which shall be disposed of pursuant to Section 7.2 hereof).

ARTICLE VIII

SPECIAL COVENANTS, IMPROVEMENT BONDS

SECTION 8.1. No Warranty of Condition or Suitability by the County. The County makes no warranty, either express or implied, as to the condition of the Project or that it will be suitable for the Lessee's purposes or needs.

SECTION 8.2. County's and Trustee's Right of Access to the Project. The Lessee agrees that the County, the Trustee and the duly authorized agents of each of them shall have the right at all reasonable times to enter upon the Leased Land and to examine and inspect the Project, including such rights of access to the Project as may be reasonably necessary for the proper maintenance of the Project in the event of failure by the Lessee to perform its obligations under Section 6.1 hereof. The rights of access hereby reserved to the County and the Trustee may be exercised only after any such agent shall have executed release of liability and secrecy agreements in the form then currently used by the Lessee. However, nothing contained in this Section 8.2 or in any other provision of this agreement shall be construed to entitle the County or the Trustee to any information or inspection involving the confidential know-how of the Lessee.

SECTION 8.3. Lessee to Maintain its Corporate Existence, Conditions Under Which Exceptions Permitted. The Lessee agrees that during the Lease Term it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation or permit one or more other corporations to consolidate with or merge into it; provided, that the Lessee may, without violating the agreement contained in this Section, consolidate with or merge into another corporation, or

permit one or more other corporations, to consolidate with or merge into it, or sell or otherwise transfer to another corporation, all or substantially all of its assets as an entirety and thereafter dissolve, but only on condition (i) that such surviving, successor or transferee corporation is a solvent corporation organized and existing under the laws of the State of South Carolina, or is duly qualified to do business in the State of South Carolina, (ii) that the surviving, resulting or transferee corporation shall expressly assume and agree to perform all of the Lessee's obligations under this Lease Agreement, and (iv) that in connection with any such sale, transfer, consolidation or merger the Trustee shall be furnished with an opinion of counsel (who may be counsel for the Lessee) and a certificate by a firm of certified public accountants (which is of the size and type commonly referred to as nationally known certified public accountants and which is acceptable to the Trustee) stating that, in the opinion of such counsel and firm of certified public accountants, respectively, such sale, transfer, consolidation or merger, as the case may be, did not result in the violation of any of the covenants contained in Section 8.9.

SECTION 8.4. Qualification in South Carolina. The Lessee warrants that it is and throughout the Lease Term it will continue to be duly qualified to do business in South Carolina.

SECTION 8.5. Release of Certain Land. In addition to the rights granted by Section 11.3 hereof, the parties hereto reserve the right at any time and from time to time to amend this Agreement for the purpose of effecting the release of and removal from this Agreement and the leasehold estate created

hereby of (i) any unimproved part of the Leased Land (except that portion thereof upon which the Building is situated, but upon which transportation or utility facilities may be situated) on which the County then proposes to construct, or cause to be constructed, improvements for lease to the Lessee or any subsidiary or affiliated corporation thereof under another and different lease agreement or (ii) any part (or interest in such part) of the Leased Land with respect to which the County proposes to grant an easement or convey fee title to a railroad, public utility or public body in order that railroad, utility services or roads may be provided for the Project; provided, that if at the time any such amendment is made any of the Bonds are outstanding and unpaid there shall be deposited with the Trustee the following:

(a) A copy of the said amendment as executed.

(b) A resolution of the County Board (i) stating that the County is not in default under any of the provisions of the Indenture and the Lessee is not to the knowledge of the County in default under any of the provisions of this Agreement, (ii) giving an adequate legal description of that portion (together with the interest in such portion) of the Leased Land to be released, (iii) stating the purpose for which the County desires the release, (iv) stating that the said improvements which will be so constructed will be such as will promote the continued industrial development of South Carolina, and (v) requesting such release.

(c) A resolution of the board of directors of the Lessee approving such amendment and a certificate of the president, any vice president or treasurer of the Lessee stating that the Lessee is not in default under any of the provisions of this Agreement.

(d) A copy of any agreement wherein the County agrees to construct, or cause to be constructed, improvements on the portion of the Leased Land so requested to be released and to lease the same or a copy of the instrument granting the easement or conveying the title to a railroad, public utility or public body.

(e) A certificate of an Independent Engineer who is acceptable to the Trustee, dated not more than sixty days prior to the date of the release and stating that in the opinion of the person signing such certificate, (i) the portion of the Leased Land so proposed to be released is necessary or desirable in order to obtain railroad, utility services or roads to benefit the Project or is not otherwise needed for the operation of the Project for the purposes hereinabove stated and (ii) the release so proposed to be made will not impair the usefulness of the Project as a manufacturing plant and will not destroy the means of ingress thereto and egress therefrom.

And, provided further, if such release relates to Leased Land, on which transportation or utility facilities are located, the County shall retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Project as a manufacturing plant.

If all of the conditions of this Section 8.5 are met, the Trustee shall be authorized to release any such property from the lien of the Indenture.

No release effected under the provisions of this Section shall entitle the Lessee to any abatement or diminution of the rents payable under Section 5.3 hereof.

SECTION 8.6. Granting of Easements. If no event of default under this Agreement shall have happened and be continuing, the Lessee may at any time or times grant easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the Project, free from the lien of the Indenture, or the Lessee may release existing easements, licenses, rights of way and other rights or privileges with or without consideration, and the County agrees that it shall execute and deliver and will cause and direct the Trustee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way or other right or privilege upon receipt of: (i) a copy of the instrument of grant or release, (ii) a written application signed by the president or a vice president or the chairman of the board of directors of the Lessee stating (1) that such grant or release is not detrimental to the proper conduct of the business of the Lessee, and (2) that such grant or release will not impair the effective use of or interfere with the operation of the Project and will not weaken, diminish or impair the security intended to be given by or under the Indenture. No grant or release effected under the provisions of this Section shall entitle the Lessee to any abatement or diminution of the rents payable under Section 5.3 hereof.

SECTION 8.7. Indemnification Covenants.

(a) Lessee shall and agrees to indemnify and save the County and the Trustee harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on, the Project during the Lease Term, and, Lessee further, shall agree to indemnify and save the County and the Trustee

harmless against and from all claims arising during the Lease Term from (i) any condition of the Project, (ii) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement, (iii) any act of negligence of Lessee or of any of its agents, contractors, servants, employees or licensees, or (iv) any act of negligence of any assignee or sublessee of Lessee, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of Lessee. Lessee shall indemnify and save the County and the Trustee harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid from (i), (ii), (iii), or (iv), supra, or in connection with any action or proceedings brought thereon, and upon notice from the County, or the Trustee, Lessee shall defend them or either of them in any such action or proceeding.

(b) Notwithstanding the fact that it is the intention of the parties that the County shall not incur pecuniary liability by reason of the terms of this Agreement, or the undertakings required of the County hereunder, by reason of the issuance of the Bonds, by reason of the execution of the Indenture, by reason of the performance of any act requested of it by the Lessee, or by reason of the County's ownership of the Project or the operation of the Project by the Lessee, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County should incur any such pecuniary liability, then in such event the Lessee shall indemnify and hold harmless the County against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the County, the Lessee shall defend the County in any such action or proceeding.

SECTION 8.8. Financial Statements. Lessee agrees to furnish the County and the Underwriter such information respecting the business affairs, operation and financial condition of the Lessee and its consolidated subsidiaries as may be reasonably requested; and without any request to furnish to the Trustee, and upon request, to the holder of any Bond (a) as soon as available and in any event at the time the same are made available to the stockholders of the Lessee, copies of all quarterly and other interim financial statements as the Lessee shall furnish to its stockholders and (b) as soon as available and in any event within one hundred fifty days after closing of each fiscal year of the Lessee a copy of the annual audit report (including balance sheets, profit and loss, and surplus statements) of the Lessee and its consolidated subsidiaries for each fiscal year, all as prepared and certified by independent public accountants of recognized standing; provided, however, that if the annual report of Lessee to its stockholders shall contain financial statements of substantially similar detail and similarly prepared and certified, copies of such annual report may be delivered in lieu of the copies of the annual reports referred to herein.

SECTION 8.9. Covenants of Lessee With Respect to Capital Expenditures. The County is issuing the Series 1972 Bonds pursuant to an election made under Section 103(c)(6)(D) of the Internal Revenue Code of 1954. In order to insure that interest on the Series 1972 Bonds will not become subject to Federal Income Taxes as a result of a violation of the capital expenditures limitation prescribed in said Section 103(c)(6)(D), the Lessee covenants with the County, the Trustee, and with each of the future holders of any Series 1972 Bonds or interest coupons appertaining thereto as follows:

(1) That all rights and privileges granted to the Lessee hereunder shall be exercised in such manner that the covenants made by this Section 8.9 shall be observed, and if any conflict between Section 8.9 and any other provisions in this Agreement shall arise, then in such case, Section 8.9 shall control;

(2) That the Lessee will never permit the occurrence of any circumstances set forth in Section 103(c)(6)(D) and (E) of the Internal Revenue Code of 1954 which might cause interest on the Series 1972 Bonds to lose its tax exempt status; and Lessee will not commit, or permit to be committed, any act which would cause interest on the Series 1972 Bonds to become subject to Federal Income Taxes by virtue of Section 103(c)(1) of the Internal Revenue Code of 1954, nor fail to take any action necessary to be taken in order that the exemption of said Section 103(c)(6)(D) and (E) will continue to apply to the Series 1972 Bonds;

(3) That within 120 days following (i) January 1, 1973, and (ii) the first day of each January thereafter to and including January 1, 1976, the Lessee will furnish to the Trustee a certificate of independent certified public accountants stating that during the period beginning December 1, 1969 to such January 1 (or, in the case of the January 1, 1976 certificate, to the 3rd anniversary of the date of the delivery of the Series 1972 Bonds), capital expenditures (including the \$1,520,000 principal amount of the Series 1972 Bonds) in excess of the capital expenditures limitation prescribed by said Section 103(c)(6)(D) as now constituted or as hereafter amended, have not been paid or incurred with respect to "facilities" described in Section 103(c)(6)(E) of the Internal Revenue Code of 1954, in Lexington County, South Carolina, of

which the Lessee or a related person as defined in Section 103(c)(6)(C) of the Internal Revenue Code of 1954 is the principal user. As used in this paragraph (3), capital expenditures within Lexington County shall include only those capital expenditures which have been paid or incurred in respect of "facilities" in Lexington County outside of the incorporated municipalities in such county.

(4) That it will comply with the governing regulations applicable to Section 103 of the Internal Revenue Code of 1954 to the extent that compliance therewith is necessary in order that interest on the Series 1972 Bonds shall remain exempt.

Nothing herein contained is intended to create any obligation upon the Lessee as a result of interest on any Series 1972 Bond becoming taxable or any deficiency being asserted against the holder of any Series 1972 Bond by virtue of the provisions of Section 103(c)(7) of the Internal Revenue Code of 1954.

SECTION 8.10. Improvement Bonds. Subject to the obligations of the County under the Indenture and subject to the provisions of Section 8.9 hereof, the County and the Lessee may hereafter negotiate one or more amendments to this Agreement pertaining to an increase in the obligations of the County and and the Lessee upon an undertaking of the County to provide Additions or Alterations for the Project through the issuance of additional Bonds pursuant to Section 213 of the Indenture, and in such instance the Lease Term provided in Section 5.1 hereof may be extended until the date of the last maturing additional Bonds; provided that no obligation is imposed on the County by this Section 8.10 to enter into any such amendment and no such amendment is permitted hereunder which would result either in the breach of the County's agreements pursuant to the Indenture or in the reduction of Lessee's obligations pursuant to this Agreement.

ARTICLE IX

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING; REDEMPTION;
RENT PREPAYMENT AND ABATEMENT; INSTALLATION OF LESSEE'S OWN
MACHINERY AND EQUIPMENT

SECTION 9.1. Assignment and Subleasing. This Agreement may be assigned, and the Project may be subleased as a whole or in part, by the Lessee without the necessity of obtaining the consent of either the County or the Trustee, subject, however, to each of the following conditions:

(a) No assignment (other than pursuant to Section 8.3 hereof) or subleasing shall relieve the Lessee from primary liability for any of its obligations hereunder, and in the event of any such assignment or subleasing, the Lessee shall continue to remain primarily liable for payment of the rents specified in Section 5.3 hereof and for the payment, performance and observance of the other obligations and agreements on its part herein provided to be performed and observed by it.

(b) Any assignee of this Agreement shall assume in writing the obligations of the Lessee hereunder to the extent of the interest assigned.

(c) The Lessee shall, within thirty days after the delivery thereof, furnish or cause to be furnished to the County and to the Trustee a true and complete copy of each such assignment or sublease, as the case may be, accompanied by a certificate of an independent certified public accountant and an opinion of counsel (who may be counsel for the Lessee) that nothing in the transaction so done has violated any covenant of Section 8.9.

SECTION 9.2. Mortgage of Property by County. The County will mortgage the Project by the Indenture, and assign its interest in and pledge any moneys receivable under this Agreement (except payments made in lieu of taxes pursuant to Section 5.5 and payments made pursuant to Section 8.7) pursuant to the Indenture, to the Trustee as security for payment of the principal of, premium, if any, and interest on the Bonds, but each such mortgage, assignment or pledge shall be subject and subordinate to this Agreement.

SECTION 9.3. Restrictions on Sale of Project by County. The County agrees that, except as set forth in Section 9.2 hereof or other provisions of this Agreement or the Indenture, it will not sell, convey, mortgage, encumber or otherwise dispose of any part of the Project during the Lease Term.

SECTION 9.4. Redemption of Bonds. The County, at the request at any time of the Lessee and if the same are then callable, shall forthwith take all steps that may be necessary under the applicable redemption provisions of the Indenture to effect redemption of all or part of the then outstanding Bonds, as may be specified by the Lessee, on the earliest redemption date on which such redemption may be made under such applicable provisions. The certificate of the County required by Section 307 of the Indenture shall contain such information as is requested by the Lessee.

SECTION 9.5. Prepayment of Rents. There is expressly reserved to the Lessee the right, and the Lessee is authorized and permitted, at any time it may choose, to prepay all or any part of the rents payable under Section 5.3 hereof, and the County agrees that the Trustee may accept such prepayment of rents when the same are tendered by the Lessee. All rents so

prepaid shall be credited on the rental payments specified in Section 5.3 hereof, in the order of their due dates.

SECTION 9.6. Lessee Entitled to Certain Rent Abatements if Series 1972 Bonds Paid Prior to Maturity. If at any time the aggregate moneys in the Bond Fund shall be sufficient to retire in accordance with the provisions of the Indenture all of the Series 1972 Bonds at the time outstanding, and to pay all fees and charges of the Trustee and any paying agents on the Series 1972 Bonds due or to become due through the date on which the last of the Series 1972 Bonds is retired, under circumstances not resulting in termination of the Lease Term, and if the Lessee is not at the time otherwise in default thereunder, the Lessee shall be entitled to use and occupy the Project from the date on which such aggregate moneys are in the hands of the Trustee to and including Midnight November 30, 1997, with no obligation to make the rental payments specified in the first paragraph of Section 5.3 hereof during that interval (but otherwise on the terms and conditions hereof).

SECTION 9.7. Lessee's Right to Mortgage Equipment.

The Lessee may create any mortgage, encumbrance, lien or charge on any machinery, equipment and other personal property installed in the Project. Neither the County nor the Trustee shall have any interest in or landlord's lien on any such machinery, equipment or personal property installed in the Project pursuant to the provisions of this Agreement.

SECTION 9.8. Reference to Bonds Ineffective After Bonds Paid. Upon payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and all fees and charges of the Trustee, all references in this Agreement to the Bonds and the Trustee shall be ineffective and neither the Trustee nor the holders of any of

the Bonds shall thereafter have any rights hereunder, saving and excepting those that shall have theretofore vested. For the purpose of this Agreement the Bonds shall be deemed fully paid:

(a) If there is no default under Section 8.9 and there is on deposit in the Bond Fund a total amount sufficient to pay the principal of all the then outstanding Bonds plus the interest due thereon until and at their respective maturities and provision for payment of all Trustee's and paying agents' fees, accrued and to accrue, has been made in a manner satisfactory to the Trustee and such paying agents, or

(b) If there have been irrevocably deposited with the Trustee (i) moneys sufficient to pay, redeem and retire all the then outstanding Bonds (including, without limitation, principal, premium, interest to maturity or earliest applicable redemption date, as the case may be, expenses of redemption and Trustee's and paying agents' fees), and (ii) evidence satisfactory to the Trustee that all redemption notices required by the Indenture have been duly given by the County or the Trustee has been irrevocably authorized to give such redemption notices.

ARTICLE X

EVENTS OF DEFAULT AND REMEDIES

SECTION 10.1. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" or "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by the Lessee to pay the rents required to be paid under Section 5.3 of this Agreement at the times specified therein and continuing for a period of ten days after notice by telegram, or if telegraphic service is not available then after notice by mail given to the Lessee by either the Trustee or the County that the payment referred to in such notice has not been received.

(b) Violation by the Lessee of any of the covenants set forth in Section 8.9(2) and Section 8.9(4) hereof and failure of the Lessee to fulfill its obligation to purchase the Project as provided in Section 12.2 hereof.

(c) Failure by the Lessee to observe and perform any covenant, condition or agreement in this Agreement on the part of the Lessee to be observed or performed, other than as referred to in subsections (a) and (b) of this Section, for a period of 60 days after written notice, specifying such failure and requesting that it be remedied, given to the Lessee by the County or the Trustee, unless the County and the Trustee shall agree in writing to an extension of such time prior to its expiration (or in the case of any such default, which cannot with due diligence be cured within such 60-day period

if Lessee shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with such a default not susceptible of being cured with due diligence within the 60 days that the time of Lessee within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with all due diligence).

(d) The dissolution or liquidation of the Lessee or the filing by the Lessee of a voluntary petition in bankruptcy, or failure by the Lessee promptly to lift any execution, garnishment or attachment of such consequence as will impair the ability of the Lessee to carry on its operations at the Project, or the commission by the Lessee of any act of bankruptcy, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of its creditors, or the entry by the Lessee into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee or in any proceeding for its reorganization instituted under the provisions of the general bankruptcy act, as amended, or under any similar act in any domestic or foreign jurisdiction which may now be in effect or hereafter enacted. The term "dissolution or liquidation of the Lessee" as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another corporation or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets as an entirety, provided, that the conditions permitting such actions contained in Section 8.3 hereof shall have been met.

The foregoing provisions of this Section are subject to the following limitations: If by reason of force majeure the Lessee is unable in whole or in part to carry out the agreements of the Lessee on its part herein contained (other than the obligations on the part of the Lessee contained in Article V and Sections 6.3, 6.4, 8.7, 8.9 and 12.2 hereof, to which this paragraph shall have no application), the Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of South Carolina or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricane; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Lessee, it being agreed that the settlement of strikes, lockouts, and other industrial disturbances shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee.

SECTION 10.2. Remedies on Default. Whenever any event of default referred to in Section 10 1 hereof shall have happened and be subsiding, the County may take any one or more of the following remedial steps:

(a) The County or the Trustee as provided in the Indenture may, at its option, declare all installments of rent payable under Section 5.3 hereof for the remainder of the Original Term to be immediately due and payable, whereupon the same shall become immediately due and payable.

(b) The County, with the prior written consent of the Trustee, may re-enter and take possession of the Project without terminating this Agreement, and sublease the Project for the account of the Lessee, holding the Lessee liable for the difference in the rent and other amounts actually paid by such sublessee in such subleasing and the rents and other amounts payable by the Lessee hereunder; provided, that in the case of an event of default referred to in Section 10.1(a) hereof, the County shall not be entitled to take such action until the **eleventh day after the giving** of notice as prescribed in Section 10.1(a).

(c) The County, with the prior written consent of the Trustee, may terminate the Lease Term, exclude the Lessee from possession of the Project and use its best efforts to lease the Project to another for the account of the Lessee, holding the Lessee liable for all rent and other amounts payable by the Lessee hereunder; provided, that in the case of an event of default referred to in Section 10.1(a) hereof, the County shall not be entitled to take such action until the **eleventh day after** the giving of notice as prescribed in Section 10.1(a).

(d) In the event any of the Bonds shall at the time be outstanding and unpaid, the County may have access to and inspect, examine and make copies of the books and

records and any and all accounts, similar data and income tax and other tax returns of the Lessee.

(e) The County may take whatever action at law or in equity may appear necessary or desirable to collect the rent and other amounts then due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Lessee under this Agreement.

Any amounts collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Bonds have been duly paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture) and the Lessee is then in good standing with respect to the payment of rent hereunder and shall have paid the County and the Trustee all other sums due and owing hereunder, to the Lessee.

No action taken pursuant to this Section (including repossession of the Project or termination of the Lease Term) shall relieve the Lessee from the Lessee's obligations pursuant to Section 5.3, Section 10.2(a) and Section 12.2 hereof, all of which shall survive any such action, and the Lessor may take whatever action at law or in equity as may appear necessary and desirable to collect the rent and other amounts due and thereafter to become due and/or to enforce the performance and observance of any obligation, agreement or covenant of the Lessee hereunder, including the Lessee's obligation to purchase the Project under Section 12.2 hereof.

SECTION 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter

existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the County hereunder shall also extend to the Trustee, and the Trustee and the holders of the Bonds shall be deemed third party beneficiaries of all covenants and agreements herein contained.

SECTION 10.4. Agreement to Pay Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this Agreement and the County or the Trustee should employ attorneys or incur other expenses for the collection of rent or the enforcement of performance or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee agrees that it will on demand therefor pay to the County or the Trustee the reasonable fee of such attorneys and such other expenses so incurred by the County or the Trustee.

SECTION 10.5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XI

OPTIONS IN FAVOR OF THE LESSEE

SECTION 11.1. Options to Terminate. The Lessee shall have, and is hereby granted, the following options to terminate the Lease Term:

(a) At any time prior to full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), the Lessee may terminate the Lease Term (i) by paying to the Trustee an amount which, when added to the amount on deposit in the Bond Fund, will be sufficient to pay, retire and redeem all the outstanding Bonds in accordance with the provisions of the Indenture (including, without limiting the generality of the foregoing, principal, interest to maturity or earliest applicable redemption date, as the case may be, premium, if any, expenses of redemption and Trustee's and paying agents' fees and expenses), and in case of redemption making arrangements satisfactory to the Trustee for the giving of the required notice of redemption, (ii) by paying to the County any and all sums then due to the County under this Agreement, and (iii) by giving the County notice in writing of such termination, and such termination shall forthwith become effective.

(b) At any time after full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and of any and all sums then due to the County under this Agreement, the Lessee may terminate the Lease Term by giving the County notice in writing of such termination and such termination shall forthwith become effective.

SECTION 11.2. Option to Purchase Project Prior to

Payment of the Bonds. The Lessee shall have, and is hereby granted, the option to purchase the Project prior to the full payment of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture), if any of the events set forth in the following clauses shall have occurred:

(a) The Building or the Leased Equipment shall have been damaged or destroyed (i) to such extent that it cannot be reasonably restored within a period of four months to the condition thereof immediately preceding such damage or destruction, or (ii) to such extent that the Lessee is thereby prevented from carrying on its normal operations at the Project for a period of four months, or (iii) to such extent that the cost of restoration thereof would exceed by \$100,000 the Net Proceeds of insurance carried thereon pursuant to the requirements of Section 6.4(a) and Section 6.4(c) hereof, plus the deductible amounts for which the Lessee is self-insured with respect to the Project.

(b) Title to, or the temporary use of, all or substantially all the Project, or such part thereof as shall materially interfere, in Lessee's judgment, with the operation of the Project for the purpose for which the Project is designed, shall have been taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority (including such a taking or takings as results in the Lessee being thereby prevented from carrying on its normal operations at the Project for a period of four months.

(c) As a result of any changes in the Constitution of South Carolina or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Lessee in good faith, this Agreement shall have become void or unenforceable or impossible in accordance with the intent and purposes of the parties as expressed in this Agreement, or unreasonable burdens or excessive liabilities shall have been imposed on the County or the Lessee in respect of the Project including without limitation federal, state or other ad valorem, property, income or other taxes not being imposed on the date of this Agreement.

(d) The Lessee shall lose its contract with the United States Postal Service and as a consequence thereof shall have closed all of its operations at the Project and shall have terminated all employment at the Project (except for caretakers or maintenance employees).

To exercise such option, the Lessee shall, within ninety days following the event authorizing the exercise of such option, give written notice to the County, and to the Trustee if any of the Bonds shall then be unpaid, and shall specify therein the date of closing such purchase, which date shall be not less than forty-five nor more than ninety days from the date such notice is mailed, and in case of a redemption of the Bonds in accordance with the provisions of the Indenture, shall make arrangements satisfactory to the Trustee for the giving of the required notice of redemption.

The purchase price payable by the Lessee in the event of its exercise of the option granted in this Section by reason of the occurrence of any of the events set forth in paragraphs (a), (b) and (c) shall be the sum of the following:

(1) An amount of money which, when added to the amount then on deposit in the Bond Fund, will be sufficient to retire and redeem all the then outstanding Bonds on the earliest possible date after notice as provided by the Indenture, whether or not such date is an interest payment date, including without limitation, principal, all interest to accrue to said redemption date and redemption expense, plus

(2) An amount of money equal to the Trustee's and paying agents' fees and expenses under the Indenture accrued and to accrue until such final payment and redemption of the Bonds, plus

(3) The sum of one dollar, and any and all other sums then due to the County under this Agreement, for the Leased Land, Building and Leased Equipment.

The purchase price payable by the Lessee in the event of its exercise of the option by reason of the occurrence of the event set forth in paragraph (d) shall be the same amount which would have been paid had the option been exercised by reason of the occurrence of any of the events set forth in paragraphs (a), (b) and (c) except that if the purchase of the Project shall occur at any time on or before December 1, 1982, there shall be added to the purchase price: (i) a sum equal to two per centum (2%) of the principal of all Series 1972 Bonds then outstanding, if the purchase of the Project shall occur on or before December 1, 1977, or (ii) a sum equal to one per centum (1%) of the principal of all Series 1972 Bonds then outstanding if the purchase of the Project shall occur subsequent to December 1, 1977, and on or before December 1, 1982.

In the event of the exercise of the option granted in this Section any Net Proceeds of insurance or condemnation shall be paid to the Lessee simultaneously with the conveyance prescribed by Section 11.4 hereof.

SECTION 11.3. Option to Purchase Unimproved Land. If no event of default under this Agreement shall have happened and then be continuing, the Lessee shall have, and is hereby granted the option to purchase any part of the Leased Land on which neither the Building nor any Leased Equipment is located, but upon which transportation or utility facilities may be located, at any time and from time to time at and for a purchase price per acre equal to the purchase price per acre originally paid by the County for the acquisition of the Leased Land, provided that it furnishes the County with the following:

(a) A notice in writing containing (i) an adequate legal description of that portion of the Leased Land with respect to which such option is to be exercised, (ii) a statement that the Lessee intends to exercise its option to purchase such portion of the Leased Land on a date stated, which shall not be less than forty-five nor more than ninety days from the date of such notice and (iii) a statement that the use to which the Lessee intends to devote such portion of the Leased Land will promote the continued industrial development of South Carolina.

(b) A certificate of an Independent Engineer who is acceptable to the Trustee, dated not more than ninety days prior to the date of the purchase and stating that, in the opinion of the person signing such certificate, (i) the portion of the Leased Land with respect to which the option is exercised is not needed for the operation of the Project for the purposes hereinabove stated, and (ii) the purchase will not impair the usefulness of the Project as a manufacturing plant and will not destroy the means of ingress and egress therefrom.

(c) An amount of money equal to the purchase price computed as provided in this Section.

The County agrees that upon receipt of the notice, certificate and money required in this Section to be furnished to it by the Lessee, the County will promptly deliver such money to the Trustee for deposit in the Bond Fund, and secure from the Trustee a release from the lien of the Indenture of such portion of the Leased Land with respect to which the Lessee shall have exercised the option granted to it in this Section. In the event the Lessee shall exercise the option granted to it under this Section, the Lessee shall not be entitled to any abatement or diminution of the rents payable under Section 5.3, and if such option relates to Leased Land on which transportation or utility facilities are located, the County shall retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Project.

SECTION 11.4. Conveyance on Exercise of Option to Purchase. At the closing of any purchase pursuant to any option to purchase granted herein, the County shall upon receipt of the purchase price deliver to the Lessee the following:

(a) If necessary, a release from the Trustee of the property with respect to which the option was exercised from the lien of the Indenture.

(b) Documents conveying to the Lessee good and marketable title to the property being purchased, as such property then exists, subject to the following:

(i) those liens and encumbrances (if any) to which title to said property was subject when conveyed to the County;

(ii) those liens and encumbrances created by the Lessee or to the creation or suffering of which the Lessee consented;

(iii) those liens and encumbrances resulting from the failure of the Lessee to perform or observe any of the agreements on its part contained in this Agreement;

(iv) Permitted Encumbrances other than the

Indenture and this Agreement; and (v) if the option is exercised pursuant to the provisions of Section 11.2(b) hereof, the rights and title of the condemning authority.

SECTION 11.5. Relative Position of Options and Indenture.

The options respectively granted to the Lessee in this Article except under Section 11.3 hereof shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder, provided that no such default will result in non-fulfillment of any condition to the right of the Lessee to obtain a conveyance of the Project by making the payments required hereunder.

ARTICLE XII

ADDITIONAL OBLIGATIONS OF THE LESSEE AND COUNTY

SECTION 12.1. Option to Purchase Project. The County hereby grants to the Lessee the option to purchase the Project for one dollar, and any and all sums then due to the County under this Agreement, at the expiration or sooner termination of the Lease Term, and following full payment of the Bonds, or provision for payment thereof having been made, in accordance with the provisions of the Indenture. If the Lessee shall exercise its option, then within 30 days after receiving written notice thereof, the County shall deliver to the Lessee the documents referred to in Section 11.4 hereof. The option to purchase granted in this Section shall be and remain prior and superior to the Indenture and may be exercised whether or not the Lessee is in default hereunder provided that no such default will result in nonfulfillment of any condition to this right.

SECTION 12.2. Lessee's Obligation to Purchase Project Under Certain Circumstances. Should Lessee be unable to provide the certificate and opinion required by Section 8.9(3) or should, by reason of any actual or claimed violation of any covenant set forth in Section 8.9(2) or Section 8.9(4) (whether through act of the Lessee or circumstances not under Lessee's control or otherwise) interest on the Series 1972 Bonds be determined by (i) the National Office of the Internal Revenue Service of the United States Treasury Department, or (ii) the District Director of Internal Revenue for the District in which the Lessee files the statements required by the governing regulations referred to in Section 8.9(4) hereof, or (iii) any court of competent jurisdiction, to be subject to Federal Income Tax by reason of a violation (actual or claimed) of the capital expenditure limitation prescribed in Section

103(c)(6)(D) of the Internal Revenue Code of 1954, the Lessee agrees to purchase, in full discharge of all liability hereunder, the Project within thirty days after such determination at a purchase price equal to the principal amount of all Series 1972 Bonds then outstanding, plus accrued interest to the redemption date and a redemption premium computed in the manner prescribed in Section 12.4, plus any expenses of redemption and the Trustee's and paying agents' fees and charges, but after the deduction of the amount, if any, then in the Bond Fund. The obligation of the Lessee under this Section 12.2 shall survive any termination of the Lease Term of this Agreement. Provided, that the Lessee may in good faith to the extent permitted by law, contest, at Lessee's expense, any such determination, in which event, at Lessee's option, the performance of its obligation to purchase pursuant to the foregoing provisions of this Section 12.2 as a result of that determination may be postponed for two years from the date of Lessee's receipt of written notice regarding such determination, but in no event shall the performance of Lessee's obligation to purchase be postponed beyond the expiration of such two year period, even though any such litigation or contest shall not then be completed or terminated. If such determination is reversed or withdrawn by competent authority within such two year period, Lessee shall be relieved of such obligation to purchase.

At the closing of any such purchase of the Project pursuant to this Section, the County shall deliver to the Lessee the documents referred to in Section 11.4. The purchase price shall be applied, together with other available moneys in the Bond Fund, to the redemption of the Bonds on the earliest possible date after notice as provided in the Indenture, whether or not such date is an interest payment date, and to the payment of any redemption premium required by Section 12.4 on account of previously paid Series 1972 Bonds.

SECTION 12.3. Obligation of Lessee Further Defined. The parties recognize that Series 1972 Bonds are being issued as tax free obligations by virtue of an election made under Section 103 (c) (6) (D) of the Internal Revenue Code of 1954, and that circumstances (not now contemplated or anticipated) may hereafter result in a determination as provided in Section 12.2 (which may be disputed) that interest on the Series 1972 Bonds is subject to Federal Income Tax by reason of a violation (actual or claimed) of the capital expenditures limitation prescribed in Section 103(c) (6) (D) of the Internal Revenue Code of 1954. It is the intention of the parties hereto that subject to the proviso of Section 12.2, the Lessee, in the event of such a determination, shall provide each person who is a holder of a Series 1972 Bond on the occasion as of which interest on the Series 1972 Bonds becomes (or is determined as provided in Section 12.2 to be) taxable, as a result of any actual or claimed violation of Section 103(c) (6) (D) of the Internal Revenue Code of 1954, with the relief prescribed in Section 12.2 and Section 12.4 hereof, without regard to the final outcome of any dispute, and such determination as prescribed in Section 12.2 shall be conclusive even though it might be thereafter determined by Court order, ruling or otherwise that interest on the Series 1972 Bonds was, in fact, not subject to Federal Income Taxes.

SECTION 12.4. Computation of Additional Redemption Premium. In the event the Lessee is required to purchase the Project by virtue of the provisions of Section 12.2, the total redemption premium payable by the Lessee shall be the aggregate of the premiums on each Series 1972 Bond outstanding on the date as of which interest on the Series 1972 Bonds becomes

taxable (as provided in Section 12.2) calculated as follows: such redemption premium shall be one year's interest, at the coupon rate on each Series 1972 Bond, for each year, or fraction thereof, between the date as of which interest on the Series 1972 Bonds is (or is determined to be) taxable as provided in Section 12.2, and the date of the redemption of such Series 1972 Bond, or the earlier payment date of any Series 1972 Bond which shall have been paid (whether at maturity or by redemption) subsequent to the date as of which interest on the Series 1972 Bonds is (or is determined to be) taxable, as provided in Section 12.2, (less any optional redemption premium previously paid on such Series 1972 Bond). On the occasion of the purchase of the Project pursuant to the requirements of Section 12.2 the purchase price paid by Lessee shall include the total premium above prescribed so that each person who is the holder of any Series 1972 Bond on the redemption date, as well as each person who was the holder of any Series 1972 Bond on the occasion when the same was paid (whether at maturity or by redemption) prior to such redemption date but subsequent to the date as of which interest on the Series 1972 Bonds became (or was determined to have become) taxable as provided in Section 12.2, shall receive a premium on each such Series 1972 Bond computed according to the provisions of this Section 12.4.

MISCELLANEOUS

SECTION 13.2. Surrender of Project. Except as otherwise provided in this Agreement at the expiration or sooner termination of the Lease Term, the Lessee agrees to surrender possession of the Project peaceably and promptly to the County in as good condition as at the commencement of the Lease Term, ordinary wear, tear and obsolescence only excepted.

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SECTION 13.4. Recording and Filing.

(a) This Agreement as originally executed shall be recorded prior to the recordation of the Indenture. It shall be recorded and indexed as a miscellaneous conveyance and as a security agreement in the office of the Clerk of Court for Lexington County, South Carolina, or in such other office as may at the time be provided by law as the proper place for recordation thereof. The security interest of the County created herein shall be perfected by the filing of financing statements which fully comply with the South Carolina Uniform Commercial Code - Secured Transactions, in the Office of the Clerk of Court for Lexington County and in the Office of the Secretary of State in the City of Columbia, S. C. The parties further agree that all necessary continuation statements shall be filed within the time prescribed by the South Carolina Uniform Commercial Code - Secured Transactions, in order to continue the security interests created by this Agreement, to the end that the rights of the holders of the Series 1972 Bonds and the Trustee in the Project shall be fully preserved as against creditors of, or purchasers for value from, the County or the Lessee.

(b) The Indenture may be recorded prior to the delivery of the Series 1972 Bonds. If subsequent to such recording the Series 1972 Bonds shall not be delivered on or before December 31, 1972, or such later date as the Lessee may agree upon in writing, then this Agreement and the Indenture shall be of no force and effect and in such event the County and the Lessee do hereby mutually release and discharge each other from any and all claims of any

character which either may have against the other by reason of or arising from a failure to deliver the Series 1972 Bonds; and all properties conveyed to the County shall be reconveyed to the Lessee without further consideration. All parties shall execute such further instruments as may be necessary to fully implement the provisions of this subsection (b) of Section 13.4.

SECTION 13.5. Other Instruments.

(a) The Lessee covenants to deliver to the County and the Trustee within 60 days after April 1, 1973, and after each April 1 thereafter, a description of the Project, on such April 1, as appropriate, if the Project is not adequately described in the granting clauses of the Indenture as then supplemented, and in the demising clauses of this Agreement as then amended. Such description shall be sufficiently detailed so as to enable counsel to render the opinion referred to in clause (4) of the next succeeding sentence. Within 30 days after delivery of such description the Lessee covenants that it will:

(1) prepare a supplement to the Indenture and an amendment to this Agreement, each containing an adequate and full description of the Project;

(2) deliver the supplement to the Indenture to the Trustee and the County and the supplement to this Agreement to the County, for execution;

(3) deliver the fully executed supplement to the Indenture and the fully executed supplement to this Agreement to the Trustee for recording and filing or re-recording or re-filing in all places required by the opinion of counsel referred to in subsection (a)(4) of this Section 13.4); and

(4) deliver to the Trustee a written opinion of counsel (who may be counsel for the County or the Lessee), addressed to the Trustee that the description of the Mortgaged Property (as defined in Article I of the Indenture) contained in the granting clauses of the Indenture, as supplemented, and the description of the Project contained in the demising clauses of this Agreement, as supplemented are adequate for all purposes thereof and hereof and in the opinion given with respect to the Completion Date, that such descriptions include descriptions of the entire Project; that the Indenture, as supplemented, constitutes a valid first mortgage lien on the interest of the County in the said Mortgaged Property, subject only to Permitted Encumbrances other than the Indenture; that the Indenture, as supplemented, this Agreement, as supplemented, and all financing statements, continuation statements, notices and other instruments required by applicable law have been recorded or filed or re-recorded or re-filed in such manner and in such places required by law in order fully to preserve and protect the rights of the holders or owners of the Series 1972 Bonds and the Trustee in the Project (and in the assignment to the Trustee of the rents payable under this Agreement) as against creditors of, or purchasers for value from, the County or the Lessee.

(b) The Lessee, the County and the Trustee shall execute and deliver all instruments and shall furnish all information and evidence deemed necessary or advisable by such counsel in order to enable him to render the opinion referred to in subsection (a)(4) of this Section 13.5. The Trustee shall file and record and re-record or cause

to be filed and recorded and re-recorded all instruments required to be filed and recorded and re-recorded pursuant to the opinion of such counsel and shall continue or cause to be continued the liens of such instruments for so long as the Series 1972 Bonds shall be outstanding, except as otherwise in this Agreement required.

SECTION 13.6. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the County, the Lessee and their respective successors and assigns, subject, however, to the limitations contained in Sections 8.3, 9.1, 9.2 and 9.3 hereof.

SECTION 13.7. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 13.8. Amounts Remaining in Bond Fund. It is agreed by the parties hereto that any amounts remaining in the Bond Fund after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Indenture) and the fees, charges and expenses of the Trustee and paying agents in accordance with the Indenture, shall belong to and be paid to the Lessee by the Trustee as overpayment of rents.

SECTION 13.9. Amendments, Changes and Modifications. Except in the instance of an amendment pursuant to Section 8.10 hereof, this Agreement may not be amended, changed, modified, altered or terminated without in each instance the prior written consent of the Trustee.

SECTION 13.10. Net Lease. This Agreement shall be deemed and construed to be a "net lease," and the Lessee shall pay absolutely net during the Lease Term the rent and all other payments required hereunder, free of any deductions, without abatement, diminution or set-off other than those herein expressly provided.

SECTION 13.11. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.12. Law Governing Construction of Agreement. This Agreement is prepared and entered into with the intention that the law of the State of South Carolina shall govern its construction.

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has executed this Lease Agreement by causing its name to be hereunto subscribed by the Chairman of its County Board of Commissioners and the official seal of said County Board to be impressed hereon and attested by the Secretary of said County Board; and THE NATIONAL CASH REGISTER COMPANY has executed this Lease Agreement by causing its corporate name to be hereunto subscribed by one of its Vice-Presidents, and its corporate seal to be impressed hereon and attested by one of its Assistant Secretarys, all being done as of the day and year first above written.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

By _____
Chairman of the County Board of
Commissioners

Attest:

Secretary of the County Board of
Commissioners

Signed, Sealed and Delivered in
the Presence of:

As to Lexington County

THE NATIONAL CASH REGISTER COMPANY

(SEAL)

By _____
Vice President

Attest:

Assistant Secretary

Signed, Sealed and Delivered in
the Presence of:

As to The National Cash Register
Company

STATE OF SOUTH CAROLINA,
COUNTY OF LEXINGTON.

PERSONALLY appeared before me _____,
who, being duly sworn, says that (s)he saw the corporate seal of
Lexington County, South Carolina, affixed to the foregoing
Lease Agreement, and that (s)he also saw _____
as Chairman and _____ as Secretary of the
County Board of Commissioners of Lexington County, South Carolina,
sign and attest the same and that (s)he with _____
_____ witnessed the execution and delivery thereof
as the act and deed of the said Lexington County, South Carolina.

SWORN to before me this
_____ day of _____, A.D., 1972.

(LS)
NOTARY PUBLIC FOR SOUTH CAROLINA.
My Commission expires: _____.

STATE OF OHIO,
COUNTY OF _____.

PERSONALLY appeared before me _____ who
being duly sworn, says that (s)he saw the corporate seal of THE
NATIONAL CASH REGISTER COMPANY affixed to the foregoing Lease
Agreement, and that (s)he also saw _____, as
one of the Vice-Presidents, and _____, as one
of the Assistant Secretaries of said Company, sign and attest the
same; and that (s)he with _____ witnessed
the execution and delivery thereof as the act and deed of the
said The National Cash Register Company.

SWORN to before me this
_____ day of _____, A.D., 1972.

(LS)
NOTARY PUBLIC FOR OHIO
My Commission expires: _____

ASSIGNMENT OF LEASE AGREEMENT

STATE OF SOUTH CAROLINA)
) SS:
COUNTY OF LEXINGTON)

KNOW ALL MEN BY THESE PRESENTS That Lexington County, a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through the County Board of Commissioners of Lexington County, in consideration of the sum of One Dollar (\$1.00) to it in hand paid at and before the sealing of these presents, the receipt of which is hereby acknowledged, has assigned, transferred and set over unto _____, _____, as Trustee under that certain Trust Indenture dated as of the 1st day of December, 1972, between Lexington County and said _____, _____, as Trustee, and its successors in trust:

(a) All of the right, title and interest of said Lexington County in and to a certain Lease Agreement, dated as of December 1, 1972, between said Lexington County, as Lessor and The National Cash Register Company, as Lessee.

This assignment is made pursuant to and subject to all the terms and conditions of said Trust Indenture dated as of the 1st day of December, 1972, the terms of which are incorporated by this reference as fully as if the same were set forth at length herein, the Trust Indenture being intended to be duly recorded immediately.

IN WITNESS WHEREOF, LEXINGTON COUNTY, SOUTH CAROLINA, has executed this Assignment by causing its name to be hereunto

subscribed by the Chairman of the County Board of Commissioners of Lexington County, and the official seal of said County Board to be impressed hereon and attested by the Clerk of the said County Board, all being done as of the 1st day of December, 1972.

LEXINGTON COUNTY, SOUTH CAROLINA

(SEAL)

By _____
Chairman, County Board of
Commissioners

Attest:

Secretary, County Board of Com-
missioners of Lexington County

Signed, Sealed and Delivered in
the Presence of:

EXHIBIT "A"

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being in Lexington County, State of South Carolina, and consisting of 38.52 acres, more or less, and having the following metes and bounds as will be seen by reference to plat of property surveyed for the South Carolina State Sinking Fund Commission by B. P. Barber & Associates, Engineers, dated May 5, 1960, and recorded in the office of the Clerk of Court for Lexington County in Plat Book "56-G", at page 141, to wit: Commencing at a point on the southern side of Platt Springs Road where said property corners with property now or formerly of Lexington County and running along said Platt Springs Road north 70 degrees, 47 minutes east 1203.3 feet to an iron; thence turning and running south 66 degrees, 42 minutes east 147.3 feet to an iron; thence turning and running south 24 degrees, 10 minutes east 549.4 feet to an iron; thence south 26 degrees, 5 minutes east 119.9 feet to an iron; thence south 20 degrees, 34 minutes west 105.1 feet to an iron; thence south 12 degrees, 57 minutes west 161.9 feet; thence south 7 degrees, 24 minutes east 100 feet; thence south 32 degrees, 55 minutes east 154.4 feet; thence turning and running south 70 degrees, 47 minutes west 1360.42 feet to an iron; thence turning and running north 13 degrees, 29 minutes west 1237.7 feet to the point of commencement; and being bounded on the north by Platt Springs Road; on the east by Vermont Avenue and property now or formerly of the State of South Carolina; on the south by property now or formerly of the State of South Carolina; and on the west by property now or formerly of Lexington County, and being a portion of acreage formerly known as the United States Army Air Base property. The said property is that conveyed to Sylvania Electric Products, Inc., by South Carolina Budget and Control Board by deed dated October 4, 1960, recorded in said Clerk's office in Deed Book "10-N", at page 421.

E N D