

herein and therein provided, the Lease, as so amended, shall continue to be subject to the provisions of this Agreement without the necessity of any further act by any of the parties hereto.

(b) Lessee hereby covenants and agrees that it will remain obligated under the Lease in accordance with its terms, and that it will not take any action to terminate (except as expressly permitted by the Lease), rescind, or avoid the Lease, notwithstanding the bankruptcy, involvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Assignor or any assignee thereof, and notwithstanding any action with respect to the Lease which may be taken by any trustee or receiver of Assignor or of any such assignee thereof or by any court in any such proceeding.

8. Lessee and Assignor covenant and represent that: (a) Lessee and Assignor are corporations duly organized, validly existing and in good standing under the laws of the States of South Carolina and Delaware, respectively, and both Assignor and Lessee have full power and authority to conduct their respective businesses as their respective businesses are presently being conducted; (b) Assignor has the full power, authority and legal right to execute and deliver this Agreement and the Lease and to perform and observe the terms and provisions of such instruments; (c) Lessee has the full power, authority and legal right to execute and deliver this Agreement and the Lease and to

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