

The Company will maintain the validity and effectiveness of the separate assignment of the Lease to the Mortgagee dated the date hereof (the Assignment), and will take no action and permit no action to be taken by others which will release the Lessee from its obligations or liabilities under the Lease or (except as expressly permitted by the Lease or this Mortgage) result in the termination, amendment or modification of, or impair the validity of, the Lease or the Assignment. The Company will give to the Mortgagee written notice of any default by the Lessee under the Lease promptly after any such default becomes known to the Company.

SECTION 1.06. The Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, franchises, rights and privileges as a corporation, under the laws of the State of Delaware, and, so long as it is the owner of any part of the Mortgaged Property, will do or cause to be done all things necessary to preserve and keep in full force and effect its rights to own property and transact business in South Carolina. The Company will comply with all legal requirements applicable to the Company or to the Mortgaged Property or any part thereof of the United States, of any state or states and of any other governmental authority.

SECTION 1.07. All right, title and interest of the Company in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Property, hereafter constructed or acquired by the Company, including but not limited to the items of equipment listed on Schedule A-1 as not yet having been installed, immediately upon such construction or acquisition and without any further mortgage or assignment, shall become and be part of the Property and of the Mortgaged Property and shall be subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Company and specifically mortgaged to the Mortgagee hereby, but at any and all times the Company will execute and deliver to the Mortgagee any and all such further assurances, mortgages or assignments thereof as the Mortgagee may reasonably require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.