

offers and other instruments whatsoever which may be delivered by said Lessee pursuant to any Lease under which said Lessee is the lessee. If any Lessee remits any amounts to the State of South Carolina, or other governmental authority, as required by such State or other governmental authority on account of income taxes which may be payable by Assignor or any subsequent owner of the premises leased by such Lessee, such Lessee's claim for reimbursement of such amounts shall be subordinate to the rights of the Trustees under the Indenture and this Agreement, but such Lessee shall have the right to recover such amounts from Assignor out of any assets available for such purpose under the Indenture, or from any subsequent owner of such premises. Each Lessee expressly waives notice from the Assignor, the Trustees or any other person that may now or hereafter be required under the law of any state of any default under said Indenture.

7. The Assignor and each Lessee agree that they will not enter into any agreement subordinating, amending, modifying or terminating any Lease, to which they are a party, without the consent thereto in writing of the Trustees, and that any attempted subordination, amendment, modification or termination without such consent shall be void; provided that, if notice of the same shall have been given to the Trustees, any Lease may be amended from time to time by the parties thereto so as to increase the rents payable by the Lessee thereunder. If any Lease shall be amended as herein permitted, the Lease as so amended shall continue to be subject to the provisions of this Agreement without any further act by any of the parties hereto. Each Lessee hereby covenants and agrees that it will remain obligated upon each Lease under which it is the Lessee in accordance with its terms, and that it will not take any action to terminate, rescind or avoid any such Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting the Assignor or any assignee of the Assignor, and notwithstanding any action with respect to any Lease which may be taken by any trustee or receiver of the Assignor or of any such assignee or by any court in any such proceeding.

8. The Assignor and each Lessee agree that if pursuant to any Lease the Lessee thereunder shall offer to purchase the leased premises described in such Lease, notice of acceptance of any such offer shall be deemed validly given for all purposes if given by Fidelity Union Trust Company, the Trustee under the Indenture, or by its successor as such Trustee. Each Lessee agrees that if it shall be permitted or required to purchase the premises demised thereunder pursuant to any provision of any Lease under which said Lessee is the lessee, said Lessee will accept a deed or other instrument conveying and transferring said premises which is executed and delivered by said Trustee as being in compliance with the

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