

perform and observe the terms and provisions of such instruments;

(d) neither Assignor nor Lessee is in default in the payment of any taxes levied or assessed against it or any of its assets (or any returns required to be filed with respect thereto) or under an applicable statute, rule, order, decree, writ, injunction or regulation of any governmental body (including any court); (e) neither Assignor nor Lessee is a party to any contract or agreement or subject to any charter or corporate restriction or to any order, rule, regulation, writ, injunction or decree of any court or governmental authority or to any statute which materially and adversely affects its business, property, assets or financial condition;

(f) no authorization consent or approval of any governmental authority is required for the execution and delivery of this Agreement or the Lease by the Lessee; (g) neither the execution and delivery of the Lease, or this Agreement, nor the consummation of the transactions therein or herein contemplated, nor compliance with the terms and provisions thereof or hereof conflicts or will conflict with or results or will result in a breach of any of the terms, conditions or provisions of the charter documents or by-laws of Assignor or Lessee or of any law, or of any order, writ, injunction or decree of any court or governmental authority, or of any agreement or instrument to which Assignor or Lessee is a party or by which either is bound or constitute a default thereunder;

(h) neither Assignor nor Lessee is engaged in any litigation

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