

tially all of the assets of the Lessee as an entirety shall be a corporation duly organized, validly existing and in good standing under the laws of the United States of America or of any state, and shall deliver to the Company (i) a duly executed agreement, satisfactory in substance and form to the Company, containing an assumption by such successor or transferee corporation of the due and punctual performance of all of the obligations and the observance of each covenant and condition of this assignment to be performed or observed by the Lessee, (ii) satisfactory evidence of any necessary approvals and consents of appropriate governmental agencies with respect to such assumption agreement, and (iii) an opinion of counsel, satisfactory to the Company, to the effect that such consolidation, merger or disposition and such instrument of assumption are in compliance with all the provisions of this Section 9(c) and that such instrument of assumption has been duly authorized, executed and delivered by such successor or transferee corporation and constitutes a legal, valid and binding obligation of such successor or transferee corporation enforceable in accordance with its terms.

10. Representations and Warranties of Lessee. The Lessee hereby represents and warrants to the Company that:

(a) Organization, Standing, etc. The Lessee is a corporation duly organized and validly existing in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own or hold under lease the properties owned or held under lease by it, to carry on its business as now conducted and as proposed to be conducted, to execute, deliver and perform its obligations hereunder and to carry out the transactions contemplated hereby. The Lessee is duly qualified to do business and is in good standing as a foreign corporation in all jurisdictions where the character of the properties owned or the nature of the activities conducted makes such qualification necessary and its failure to qualify in any other jurisdiction will have no materially adverse effect on its ability to perform its obligations under this assignment.

(b) Compliance with Other Instruments. The Lessee is not in violation of any term of its Certificate of Incorporation, or By-laws or, to the best of its knowledge, of any term of franchise, or of any term of any mortgage, lease, permit, agreement, instrument, judgment, decree, order, statute, rule or governmental regulations applicable to it or by which it is bound, in any material way, and neither the execution and delivery by the Lessee of this assignment nor the performance by the Lessee of the transactions contemplated hereby, nor the compliance by the Lessee with any

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