

of the Company or the Constituent Companies, or the existence of such actual or threatened action or proceeding which questions the adequacy of the proxy statement issued by the Company and the Constituent Companies in connection with the Merger, or seeks monetary or injunctive relief against the Company or the Constituent Companies or their directors or management in connection with the Merger, or (iv) the occurrence of an event or events which such Board of Directors shall deem sufficient reason that the Merger should not be consummated, which event or events, in the business judgment of such Board of Directors makes the Merger inconsistent with the best interest of either the Company or either Constituent Company, notwithstanding approval of the Agreement by the shareholders of either or both the Company and the Constituent Companies.

4.3 At any time prior to the filing of this Agreement with the Secretaries of State of the States of Delaware, South Carolina, North Carolina or Georgia, the parties hereto may, by written agreement: (i) extend the time for the performance of any of the obligations or other acts of the parties hereto (ii) waive compliance with any of the conditions, covenants or agreements contained in this Agreement; and (iii) amend or modify any of the provisions of this Agreement in such manner as may be approved by the respective Boards of Directors of the Company and the Constituent Companies, provided, however that no such amendment or modification shall change the consideration to be delivered to the shareholders of the Constituent Companies pursuant to Section 3 of this Agreement.

4.4 If for any reason this Agreement ceases to be binding because of termination as provided herein or otherwise, it shall thenceforth be void without further action by the shareholders of the Company or either of the Constituent Companies and, except as provided herein, neither party shall have any obligation to the other as to the expenses incurred by the other incident to the Merger or any other liabilities with respect to the Merger. In the event the Merger is not consummated, the Company shall pay all costs and expenses of the Company and the Constituent Companies related to the Merger, including, without limitation, fees and expenses of legal counsel, accountants, investment bankers and other experts, printing costs, mailing and postage, filing fees and similar expenses. In the event the Merger is consummated the Surviving Corporation shall bear and pay all costs and expenses incurred by all parties to this Agreement in connection with the consummation of the Merger, including, without limitation, those fees and expenses set forth in the preceding sentence.