

all of its other agreements contained in this Lease and (iii) except as provided in Articles X and XVIII will not terminate this Lease for any cause including, without limiting the generality of the foregoing, failure of Lessor to complete the Facilities, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of South Carolina or any political subdivision thereof.

Section 5.02. No Termination for Insolvency, etc., of Lessor.

Lessee covenants that it will remain obligated under this Lease in accordance with its terms, and that Lessee will not take any action to terminate, rescind or avoid this Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Lessor or any assignee of Lessor in any such proceeding, notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Lessor or of any assignee of Lessor in any such proceeding, or by any court in any such proceeding.

Section 5.03. Waiver of Rights by Lessee. So long as any part of the Bonds is outstanding and unpaid, Lessee waives all rights now or hereafter conferred by law (i) to quit, terminate or surrender this Lease or the Leased Premises or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of the Basic Rent or additional rent or any other sums payable under this Lease, except as otherwise expressly provided herein, regardless of whether such rights shall arise from any present or future constitution, statute or rule of law.

Section 5.04. Title. The Leased Premises are leased subject to the existing state of the title thereof on the first day of the Term. Lessee is familiar with the state of the title of the Leased Premises and accepts the same subject to all matters and conditions affecting the same.