

## ARTICLE V

Rent Absolute, State of Title

Section 5.01. No Termination or Abatement for Damage or Destruction, Etc. Except as otherwise expressly provided herein and so long as any part of the Bond Indebtedness is outstanding, this Lease shall not terminate, nor shall Lessee have any right to terminate this Lease or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of Lessee be otherwise affected, by reason of any damage to or the destruction of all or any part of the Leased Premises from whatever cause, the loss or theft of the Facilities or any part thereof, the taking of the Leased Premises or any portion thereof by condemnation or otherwise, the prohibition, limitation or restriction of Lessee's use of the Leased Premises, or the interference with such use by any private person or corporation, or by reason of any eviction by paramount title or otherwise, or for any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding, it being the intention of the parties hereto that the Basic Rent and additional rent reserved hereunder shall continue to be payable in all events and the obligations of Lessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall be terminated pursuant to an express provision of this Lease.

Lessee acknowledges that Lessor has made no representations as to the condition or manner of construction of the Facilities. This Lease shall not terminate, nor shall Lessee have any right to terminate this Lease, or be entitled to the abatement of any rent or any reduction thereof, nor shall the obligations hereunder of Lessee be otherwise affected by reason of or due to the condition of the Leased Premises, including the Facilities either before, during or after construction or by reason of or due to any failure to complete the construction of the Facilities.

The obligations of the Lessee to make the payments required in Article IV and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as the principal of and interest on the Bond Indebtedness shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, the Lessee (i) will not suspend or discontinue any payments provided for in Article IV, (ii) will perform and observe all of its other agreements contained in this Lease and (iii) except as provided in Article XXII will not terminate this Lease for any cause including, without limiting the generality of the foregoing failure 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 of the State of South Carolina.

Section 5.02. No Termination for Insolvency, Etc. of Lessor. Except as provided in Article XXII hereof, Lessee covenants and agrees that it will remain obligated under this Lease in accordance with its terms and that Lessee will not