

otherwise, which may be enacted or become effective from and after the date of this Lease affecting or regulating or attempting to affect or regulate (i) the Basic Rent and other amounts herein reserved or (ii) the continuing in occupancy of Lessee or any sublessees, transferees, or assignees of Lessee's interest in the Leased Premises beyond the dates of termination of their respective leases, or otherwise.

Section 23.05. Non-Waiver by Lessor. No failure by Lessor or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of the Basic Rent, in full or in part, during the continuance of such breach, shall constitute a waiver of such breach or of such term. No waiver of any breach, shall affect or alter this Lease or constitute a waiver of a then existing or subsequent breach.

Section 23.06. Remedies Cumulative. Each right, power and remedy of Lessor provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by Lessor of any one or more of the rights, powers or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Lessor of any or all such other rights, powers or remedies.

Section 23.07. No Claim Against Lessor. Except as specifically provided herein or in the Construction Deposit Agreement, nothing contained in this Lease shall constitute any consent or request by Lessor, expressed or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof, nor give Lessee any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Lessor. Lessor shall have the right to post and keep posted at all reasonable times on the Leased Premises any notices which Lessor shall be required to post for the protection of Lessor and the Leased Premises from the perfecting of any lien.

Section 23.08. Right to Inspect. Lessee agrees to permit the Lessor or the Trustee and the authorized representatives of Lessor or the Trustee to enter the Leased Premises at all reasonable times during the usual business hours for the purpose of (i) inspecting the same or (ii) making any necessary repairs to the Facilities and performing any work therein that may be necessary by reason of Lessee's default under the terms of this Lease.

Section 23.09. No Covenant of Quiet Possession. The Lessor does not make any representation or covenant that Lessee shall have quiet and peaceful possession of the Leased Premises, provided, however, Lessor agrees that it will not