

tinue 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 XXI 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 XXI hereof, Lessee covenants and agrees 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 and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of Lessor or by any court in any such proceeding. Lessor covenants and agrees that it will not voluntarily take any action to terminate, rescind or void this Lease and will not voluntarily submit to any bankruptcy, insolvency, reorganization, composition, readjustment, action for appointment of a receiver, liquidation, dissolution, winding up or other proceeding affecting it or any assignee under this Lease so long as Lessee is not in default hereunder.

Section 5.03. Waiver of Rights by Lessee. So long as any part of the Bond Indebtedness is outstanding Lessee waives, to the extent legally permissible, 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.