

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. Qualification in State of South Carolina. Except as otherwise provided in Article XIV hereof, the Lessee covenants that throughout the Term of this Lease it will continue to be duly qualified to do business in the State of South Carolina.

Section 23.10. 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 take any action to interfere with Lessee's peaceful and quiet enjoyment of the Leased Premises, and Lessor agrees that in the event the peaceful and quiet enjoyment of the Leased Premises shall be denied to Lessee or contested by anyone, Lessor shall upon request of the Lessee join where necessary in any proceeding to protect and defend the quiet enjoyment of Lessee, provided that Lessee shall pay the entire cost of any such proceeding, reimburse and indemnify and hold harmless Lessor from any cost or liability whatsoever. The provisions of this Section 23.10 shall be subject and subordinate to the obligations of Lessee set forth in Article IV hereof.

Section 23.11. Applicable Law - Entire Understanding. This Lease shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Lease expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set