

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 the State of South Carolina or any political subdivision of the State of South Carolina or any failure of the County to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease.

SECTION 8.15. No Termination for Insolvency, Etc., of County. Except as provided in Article X hereof, the Tenant covenants and agrees that it will remain obligated under this Lease in accordance with its terms and that the Tenant 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 the County or any assignee of the County in any such proceeding and notwithstanding any action with respect to this Lease which may be taken by any trustee or receiver of or by any court in any such proceeding.

SECTION 8.16. Tenant Subrogated to the County's Rights. To the extent of any payments (except the payment in lieu of taxes made by the Tenant pursuant to Section 6.03 hereof) of additional rent by the Tenant under this Lease, the Tenant, if and to the extent permitted by law, shall be subrogated to the County's rights in respect to the proceedings or matter which resulted in the payment of additional rent hereunder, and any recovery by the County or release to the County of moneys in such proceedings or matter shall, if and to the extent permitted by law, be used to reimburse the Tenant for the amount of such additional rent so paid by the Tenant, provided always that the Basic Rent is paid in the manner and at the times herein set forth.

SECTION 8.17. Waiver of Rights by the Tenant. So long as any of the Bonds are outstanding the Tenant waives, to the extent legally permissible, all rights now or hereafter conferred by law (i) to quit, terminate or surrender this Lease or the Project 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 8.18. Non-Waiver by County. No failure by the County or by any assignee to insist upon the strict performance