

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 any assignee of Lessor in any such proceeding, 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.

Section 5.04. Condition and Title of Leased Premises. Lessee acknowledges that it has examined the premises described in Schedule A attached hereto and the state of Lessor's title thereto prior to the making of this Lease and knows the condition and state thereof as of the first day of the Term of this Lease, and accepts the same in said condition and state; that no representations as to the condition or state thereof have been made by representatives of Lessor; and that Lessee in entering into this Lease is relying solely upon its own examination thereof. Lessor shall not be liable to Lessee for any damages resulting from failure or any defect in Lessor's title which interferes with, prevents or renders burdensome the use or occupancy of the Leased Premises or the compliance by the Lessee with any of the terms of this Lease, or from delay in obtaining possession of all or any part thereof, from any cause whatsoever, and no such failure of or defect in the Lessor's title or delay shall terminate this Lease or entitle Lessee to any abatement, in whole or in part, of any of the rentals or any other sums provided to be paid by Lessee pursuant to any of the terms of this Lease.

The Lessor makes no warranty, either express or implied, that the Leased Premises will be suitable for the Lessee's purposes or needs.

Section 5.05. No Conveyance of Title by Lessor. Lessor covenants and agrees that, during the Term of this Lease, it will not convey, or suffer or permit the conveyance of, by any voluntary act on its part, its title to the Leased Premises to any person, firm or corporation whatsoever irrespective of whether any such conveyance or attempted conveyance shall recite that it is expressly subject to the terms of this Lease, provided, however, that nothing herein shall restrict