

FORCE MAJEURE

12.01. In case by reason of FORCE MAJEURE either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Lease, other than the obligation of the Company to make the rental payments required under the terms hereof, then except as otherwise provided in this Lease if such party shall give notice and full particulars of such FORCE MAJEURE in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligations of the party giving such notice other than the obligation of the Company to make the rental payments required under the terms hereof, so far as they are affected by such FORCE MAJEURE, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "FORCE MAJEURE", as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the State of South Carolina or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraining of government and people, civil disturbances, explosions, breakage, or accidents to machinery, transmission pipes or canals, partial or entire failure of utilities or any other cause not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes

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