

filed with the County and the Trustee, (i) that it cannot be reasonably restored within a period of four months to the condition thereof immediately preceding such damage or destruction, or (ii) that the Lessee is thereby prevented from carrying on its normal operations at the Project for a period of four months, or (iii) that that cost of restoration thereof would exceed by \$75,000 the Net Proceeds of insurance carried thereon pursuant to the requirements of Section 6.4(a) hereof, plus the deductible amounts for which the Lessee is self-insured with respect to the Building.

(b) Title to, or the temporary use of, all or substantially all the Project, or such part thereof as shall materially interfere, in the judgment of an Independent Engineer as evidenced by a certificate filed with the County and the Trustee, with the operation of the Project for the purpose for which the Project is designed, shall have been taken under the exercise of the power of eminent domain by any governmental authority (including such a taking or takings as results in the Lessee being thereby prevented from carrying on its normal operations at the Project for a period of four months).

(c) As a result of any changes in the Constitution of South Carolina or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final decree, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Lessee in good faith, this Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties.

(CONTINUED ON NEXT PAGE)