

or a dissolution or liquidation of the Lessee or the Guarantor following a transfer of all or substantially all of its assets as an entirety; provided, that in the case of the Lessee the conditions permitting such actions contained in Section 8.3 hereof shall have been met and that in the case of the Guarantor the conditions permitting such actions contained in the last paragraph of the Guaranty Agreement referred to in Article I hereof shall have been met.

The foregoing provisions of this Section are subject to the following limitations: If by reason of force majeure the Lessee and the Guarantor are unable in whole or in part to carry out the agreements of the Lessee on its part herein contained, other than the obligations on the part of the Lessee contained in Article V and Sections 6.3, 6.4 and 8.7 hereof, the Lessee and the Guarantor shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States or of South Carolina or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquake; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities;