

"dissolution or liquidation of the Lessee" as used in this subsection, shall not be construed to include the cessation of the corporate existence of the Lessee resulting either from a merger or consolidation of the Lessee into or with another corporation or a dissolution or liquidation of the Lessee following a transfer of all or substantially all of its assets as an entirety, provided that the conditions permitting such actions contained in Section 8.3 hereof and the Guaranty Agreement shall have been met.

The provisions of paragraph (d) of this Section are subject to the following limitation: if, by reason of force majeure, the Lessee is 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 4.10, 6.3, 6.4, and 8.7 hereof, to which this paragraph shall have no application), the Lessee 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 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; storms; floods; wash-outs; droughts; restraint of government and people; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Lessee which has the effect of making it impossible (as distinguished from impracticable) for the Lessee to perform. The settlement of strikes and other industrial disturbances, however, shall be entirely within the discretion of the Lessee, and the Lessee shall not be required to make settlement of strikes and other industrial disturbances by acceding to the demands of the opposing party or