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Encumbrances, in favor of the Mortgagees which it purports to create; or the Assignment does not constitute a valid assignment of this Agreement effective to vest in the Mortgagees all right of the County in, to and under this Agreement in accordance with its terms;

(h) Any representation or warranty in the Guarantee is not true when made or there is a breach or failure of performance of any covenant including, without limitation, any covenant contained in Section 8 thereof, or other condition or agreement in the Guarantee.

(i) The occurrence of an event of default under or the termination or cancellation, for any reason, of the Triangle Contract.

The foregoing provisions of subsection (b) of this Section are subject to the following limitations (provided that such limitation shall not be applied to any other subsection): 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 Section 6.3, 6.4, 8.7 and 10.4 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; 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 transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Lessee, it being agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Lessee, but the Lessee shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Lessee unfavorable to the Lessee.

SECTION 10.2. Remedies on Default. Whenever any event of default referred to in Section 10.1 shall have happened and be subsisting, the Agent or the County, with the written consent of the Agent, may take any one or more

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