

ARTICLE X
PREPAYMENTS

SECTION 10.01. Optional Prepayment. Cincinnati shall have, and is hereby granted, options to prepay, at any time, payment in full of the amounts payable under Section 4.01 hereof as follows:

(a) if (i) all or substantially all of the Project is damaged or destroyed to such extent that in the opinion of Cincinnati it cannot be reasonably restored to its condition immediately preceding such damage or destruction within a period of six months, or to such extent that Cincinnati, in its opinion, would be prevented or would likely be prevented from carrying on normal operations at the Project or the Plant for a period of six months or more or, with respect to the Project, the cost of restoration or repair would exceed by 25% the original Cost of the Project; or (ii) all or substantially all of the Project or the Plant is condemned or taken under the exercise of the power of eminent domain by any governmental authority to such extent that Cincinnati, in its opinion, would be prevented or would likely be prevented from carrying on normal operations at the Project or the Plant for a period of six months or more; or (iii) any change occurs in the Constitution of the State or the Constitution of the United States of America, or there occurs any legislative or administrative action (whether state or Federal) or any final decree, judgment or order of any court or administrative body (whether state or Federal), the result of which is to render the obligations of Cincinnati under this Agreement unenforceable or impossible of performance in any material respect in accordance with the intent and purpose of the parties as expressed in this Agreement; or (iv) unreasonable burdens or excessive liabilities are imposed on the Recipient or Cincinnati with respect to the Project or the operation thereof, including without limitation, Federal, state or other ad valorem, property, income or other taxes not being imposed on the date of this Agreement which, in the judgment of Cincinnati, render the continued operation of the Project uneconomical for its intended use; or (v) changes in the economic availability of raw materials, labor, operating supplies, energy sources, facilities or supplies necessary for the efficient operation of the Project or technological or other changes have occurred which Cincinnati cannot reasonably control or overcome and which, in the reasonable judgment of Cincinnati, render