

firm, or corporation acting under 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 [4] 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, regulatory, 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 as expressed in this Agreement, or unreasonable burdens or excessive liabilities shall have been imposed on the County or the Lessee in respect to the Project including, without limitation, federal, state, or other ad valorem, property, income, or other taxes not being imposed on the date of this Agreement.

To exercise such option, the Lessee shall, within ninety (90) days following the event authorizing the exercise of such option, give written notice to the County and to the Mortgagee, if the Note shall then be unpaid, and shall specify therein the date of closing such purchase, which date shall be not less than forty-five (45) nor more than ninety (90) days from the date such notice is mailed, and, in the case of a prepayment of the Note, shall make arrangements satisfactory to the Mortgagee for the giving of the required notice of prepayment. The purchase price payable by the Lessee in the event of its exercise of the option granted in this Section shall be the sum of the following:

(1) An amount of money which will be sufficient to retire and prepay the then outstanding Note on the earliest possible date after notice, whether or not such date is a payment date, including, without limitation, principal, all interest to accrue to said prepayment date, and prepayment expense, plus

(2) An amount of money equal to the Mortgagee's fees and expenses accrued and to accrue until such final payment and prepayment of the Note, plus

(3) The sum of one (\$1.00) dollar, and any and all other sums then due to the County under this Agreement.

The Note provides that the Note may be called for prepayment at the principal amount thereof plus accrued interest to the prepayment date, without penalty or premium, in the event of the exercise by the Lessee

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