- (a) The Project shall have been damaged or destroyed (in whole or in part) by fire or other casualty to such extent that the Lessee deems it not practicable or desirable to rebuild, repair or restore the Project;
- (b) title to, or the temporary use of, all or substantially all of the Project shall have been taken under the exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority to such extent that the Lessee will, in Lessee's reasonable judgment, be prevented from carrying on its normal operations at the Project;
- (c) as a result of any changes in the Constitution of South Carolina or the Constitution of the United States of Amercia or of legislative 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 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 therein;
- (d) changes in the availability (including economic availability) of labor, raw materials, energy sources, operating supplies or facilities necessary for the operation of the Project for the purposes specified in this Agreement or such technological or other changes shall have occurred which, in Lessee's reasonable judgment, render the Project uneconomic or no longer feasible;
- (e) unreasonable burdens or excessive liabilities shall have been imposed upon the County or the Lessee, 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 days following the event authorizing the exercise of such option, give written notice to the County, and to the Trustee a notice signed by an officer of the Lessee, containing the following:

- (i) a description of the event authorizing the exercise of such option;
- (ii) a direction to the Trustee to redeem all the outstanding Bonds in accordance with the provisions of the Indenture; and
- (iii) in the case of the exercise of such option pursuant to an event described in any of the preceding clauses (a),(b), (d) or (e), a certification that the Lessee has

不公司司令者是基本等