

person as defined in Section 103(c)(6)(C) of the Internal Revenue Code of 1954 is the principal user; and

(4) Lessee covenants and agrees to comply with the governing regulations applicable to Section 103 of the Internal Revenue Code of 1954 to the extent that compliance therewith is necessary in order that interest on the Series A Bonds shall remain exempt.

If during the Term any one or more of the following events shall happen:

- (a) in the event the Lessee or any related person as that term is defined in Section 103(c)(6)(C) of the Internal Revenue Code of 1954 takes or omits to take any action or by reason of any actual or claimed violation of any covenant contained in this Section 22.01 (whether through act of Lessee or circumstances not under Lessee's control or otherwise) and as a result thereof the interest on any of the then outstanding Bonds is required by the United States of America or by any agency or instrumentality thereof or by any court of competent jurisdiction, to be included in gross income in accordance with Section 103 (c) of the Internal Revenue Code of 1954, or
- (b) as a result of changes in the Constitution of the United States of America or of the Constitution of the State of South Carolina or legislative or administrative action (state or federal) or a final decree, judgment, or order of any court of competent jurisdiction, this Lease shall have become void or unenforceable or impossible of performance in accordance with the intent and purposes of the parties hereto as expressed in this Lease;

then in any such event, so long as any Bond Indebtedness is outstanding and unpaid, Lessee upon written notice of the occurrence of such event from the Trustee or the holder or holders of any of the Bonds, shall purchase the Leased Premises within 30 days after the mailing of such notice. The purchase price shall be determined as set forth in Section 22.02 hereof. On the date of purchase and upon payment of the purchase price, in cash, Lessor shall convey the Leased Premises to Lessee subject and pursuant to this Article.

The Lessee may in good faith to the extent permitted by law, contest, at Lessee's expense, any such determination, provided in subsection (a) above, in which event, at Lessee's option, the performance of its obligation to purchase pursuant to the foregoing provisions of this Section 22.01(a) as a result of that determination may be postponed for six months from the date of Lessee's receipt of written notice regarding the earliest such determination. If such determination is reversed or withdrawn by competent authority within such six month period Lessee shall be relieved of such obligation to purchase.