

March 1, 1975 (or the third anniversary date of the issuance of the Series A Bonds) the Lessee will furnish to the Trustee, a certificate of an Authorized Representative of Lessee, evidencing compliance with the provisions of Section 21.01 (1).

- (3) Lessee covenants and agrees to comply with the Regulations to the extent that compliance therewith is necessary in order that interest on the Series A Bonds shall remain exempt from Federal income taxes.
- (4) 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 Code takes or omits to take any action or in the event of any actual or claimed violation of any covenant contained in this Section 21.01 (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 Series A Bonds is determined by the United States of America or by any agency or instrumentality thereof including the Internal Revenue Service or by any court of competent jurisdiction, to be subject to Federal income taxes by reason of a violation (actual or claimed) of the capital expenditures and other limitations prescribed in Section 103(c)(6)(D) of the Code; 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 Bonds are outstanding 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 in full discharge of all liability of Lessee under this Lease, the Leased Premises within 120 days after the mailing of such notice. The purchase price shall be determined as set forth in Section 21.02 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 21.01 (a) as a