

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), or upon the occurrence of any other event, 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 (i) 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 (ii) by reason of the occurrence of any other event; 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 in full discharge of all liability of Lessee under this Lease, the Leased Premises within 60 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 (4) (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 (4) (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 If such determination is reversed or withdrawn by competent authority within such six month period Lessee shall be relieved of such obligation to purchase.

The parties recognize that the Series A Bonds are being issued as tax exempt obligations by virtue of an election made under Section 103(c)(6)(D) of the Internal Revenue Code of 1954, and that circumstances (not now contemplated or anticipated) may hereafter result in a determination as described in subsection (4) (a) above (which may be disputed) that interest on the Series A Bonds is no longer tax exempt. It is the intention of the parties hereto that the Lessee, in such event, shall provide each person who is a holder of a Series A Bond on the occasion as of which interest on the Series A Bonds becomes (or is determined to be) taxable, with the relief herein prescribed without regard to final outcome of any dispute, and such deter-