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for the Project, on or before the date that such Bonds are so to be prepaid, a sum equal to the coupon rate per annum on the from time to time unpaid principal amount of Bonds held by such holder during the Inclusion Period. Amounts required to be paid pursuant to this Section 8.10 shall be in addition to the redemption price and accrued interest for the Bonds specified in the Indenture.

(3) Any person who within 24 months from the date or occurrence of any Event of Taxability shall notify the Lessee that he was a holder of Bonds at any time during the Inclusion Period but was not such a holder on the date of redemption of Bonds because of the occurrence of an Event of Taxability, and shall furnish the Lessee with proof thereof reasonably satisfactory to the Lessee, shall be entitled to receive from the Lessee, the amount provided for in foregoing Subsection 2 of this Section 8.10, and the Lessee shall pay such amount to such person within 30 days of the proof of such claim as herein provided.

(4) If an Event of Taxability has not occurred on or before the date of the payment and retirement of all of the Bonds (whether at or prior to the maturity thereof) but an Event of Taxability does occur within five years of such date, then the Lessee covenants and agrees to pay, within 30 days of the proof of such claim as hereinafter provided, to any person who shall, within 6 months of the expiration of such five year period, notify the Lessee that he was a holder of Bonds during the Inclusion Period and furnish proof thereof reasonably satisfactory to the Lessee, the amount provided for in Subsection 2 of this Section 8.10 in respect of Bonds held by such person during the Inclusion Period.

(5) The covenants made by the Lessee in this Section 8.10 and Lessee's obligations hereunder shall survive the termination of this Agreement, the Indenture or the payment in full of the Bonds. The Lessee will forthwith notify the Trustee of any payments made directly to the holder or former holder of any Bonds by Lessee pursuant to this Section 8.10

(6) It is the intention of the parties hereto (including as such the holders of the Bonds) that the payments to be made pursuant to this Section 8.10 shall be final and conclusive without regard to the final outcome of any dispute, even though it might be thereafter determined by court order, ruling or otherwise that interest on the Bonds, was, in fact, not subject to Federal Income Taxes.

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