

(d) "Taxable Date" means the earliest effective date as of which the interest payable on the Note is includable in the gross income of the Holder or former Holder (other than any Holder who is a "substantial user" of the Project or "related person", as such terms as defined in the Code) as a result of the occurrence of any circumstances giving rise to an Event of Taxability.

(e) "Inclusion Period" with respect to the Note means the period beginning on the Taxable Date and ending on the redemption date or maturity (whichever occurs first) of the Note, both dates inclusive.

(1) If at any time (whether before or after prepayment or other payment of the Note) an Event of Taxability shall occur, the Lessee shall make additional rental payments during the Inclusion Period on each rental payment date specified in Section 5.3 in an amount equal to Additional Payments computed to such rental payment date. Additional Payments in respect of each rental payment date shall be made to the Holder on such date.

(2) If an Event of Taxability has not occurred on or before the date of payment and retirement of the Note (whether at or prior to the maturity thereof), but an "Event of Taxability" does occur within five (5) years of such date, then the Lessee covenants and agrees to pay, within thirty (30) days of the proof of such claim as hereinafter provided, to any person who shall, within six (6) months of the expiration of such five (5) year period, notify the Lessee that he was a Holder during the Inclusion Period and furnish proof thereof reasonably satisfactory to the Lessee, the amount provided for in Subsection 1 of this Section 12.3 in respect of the period of time the Note was held by such person during the Inclusion Period.

(3) The covenants made by the Lessee in this Section 12.3 and Lessee's obligations hereunder shall survive the termination of this Agreement or the payment in full of the Note.

(4) It is the intention of the parties hereto (including as such the Holders) that the payments to be made pursuant to this Section 12.3 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 Note was, in fact, not subject to Federal Income Taxes.