

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 (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 determination as described above shall be conclusive even though it might be thereafter determined by Court order, ruling or otherwise that interest on the Series A Bonds was, in fact, not subject to Federal Income Taxes.

Section 22.02. Purchase Price in Certain Events.

If Lessee is required to purchase the remaining portion of the Leased Premises under the provisions of Section 11.02 (condemnation), is required to purchase or has an option to purchase the remainder of the Leased Premises under the provisions of Section 12.02 (casualty) or is required to purchase the Leased Premises under the provisions of Section 22.01 (change in circumstances), the purchase price for any such purchase shall be an amount equal to All Unpaid Installments of Rent.

Section 22.03. Option to Purchase. Lessee shall have

an option to purchase the Leased Premises at any time on or after April 1, 1981 for an amount equal to All Unpaid Installments of Rent plus the sum of \$100.00. Lessee shall deliver to Lessor at least 120 days before the proposed date of purchase a notice signed by an Authorized Representative of Lessee stating that the Lessee desires to exercise its option to purchase under the provisions of this Section 22.03. On the proposed 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.

Section 22.04. Purchase of Unimproved Land. The

Lessee shall have, and is hereby granted, the option to purchase any unimproved part of the Leased Premises at any time and from time to time at and for a purchase price equal to \$3,200.00 per acre provided that it furnishes the Lessor with the following:

- (a) A notice in writing containing (i) an adequate legal description of that portion of the Leased Premises with respect to which such option is to be exercised, and (ii) a statement that the Lessee intends to exercise its option to purchase such portion of the Leased Premises on a date stated, which shall not be less than 45 nor more than 90 days from the date of such notice;
- (b) A certificate of an Independent Engineer (as defined in the Indenture) who is acceptable