

thereof and mutually acceptable terms and conditions of the contracts and instruments referred to in paragraph 3 and the proceedings referred to in paragraphs 2 and 3 hereof.

(b) If the events set forth in (a) of this paragraph do not take place within the time set forth or any extension thereof and the Bonds in an amount not to exceed One Hundred million dollars (\$100,000,000) are not sold within such time, this Agreement shall thereupon terminate. The Company agrees that it will reimburse the Issuer for all reasonable and necessary direct out-of-pocket expenses which the Issuer may incur at its request arising from the execution of this Agreement and the performance by the Issuer of its obligations hereunder, including expenses incurred in evaluating the Project and in issuing the Bonds as well as consultant fees, legal counsel fees and Issuer personnel expenses. The Company further agrees that it will indemnify and save harmless the Issuer and the County Commissioners from any and all liability arising out of this Memorandum of Agreement and the Resolution approving same.

(c) The Company herewith submits a nonrefundable application fee of five thousand dollars (\$5,000). It is expressly understood that said fee shall be a credit against any reimbursement owed the Issuer for any and all expenses incurred in evaluating the Project and in connection with the issuance of the Bonds. In addition to the application fee, the Company will execute an agreement, prior to issuance of the Bonds, obligating the Company to pay, at the time of delivery of the Bonds, to the Issuer or its assignee an amount which together with that portion of the application fee which is not used for the payment of