

thereunder by the Department of the Treasury as such code and regulations apply to the Note.

"Issuer" shall mean Greenville County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina and its successors and assigns.

"Lender" shall mean Bankers Trust of South Carolina, a banking corporation organized and existing under the laws of the State of South Carolina, and its successors and assigns, as the Holder of the Note.

"Letter of Representation" shall mean that certain letter of the Corporation, addressed to the Issuer and to Bond Counsel and dated the date of delivery of the Note to the initial purchaser thereof, wherein the Corporation has set forth, among other things, certain information relating to the nature and cost of the facilities comprising the Project.

"Neutral Costs" shall mean that amount of the proceeds from the Note used for the payment of the reasonable expenses of issuing the Note including, without limitation, advertising, recording and printing costs; accountant's, financial advisor's and legal fees; rating agency fees, initial fees of the Depository, charges of the Lender and all similar expenses.

"Note" shall mean the \$1,000,000 "Greenville County, South Carolina, Industrial Development Revenue Note (Payne Industries, Inc. Project) 1983" authorized, executed and delivered by the Issuer under this Indenture and any notes executed and delivered under this Indenture in lieu of or in substitution therefor.

"Noteholder" or "Holder" shall mean the Registered Owner of the Note.

"Note Register" and "Note Registrar" shall have the respective meanings specified in Section 2.04 hereof.

"Officer's Certificate" shall mean a certificate signed by the Chairman of the County Council of the Issuer, the Administrator of the Issuer and the Clerk of the County Council of the Issuer.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel satisfactory to the Lender.

"Payne Guaranty" shall mean the Guaranty dated as of July 1, 1983 given by David L. Payne to the Lender.

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