

This note is also subject to prepayment in part on the next succeeding interest payment date following the completion of the Project if there are proceeds, including investment proceeds, not needed to pay the cost thereof or, in the event there are insurance proceeds or condemnation proceeds not used by the Corporation for the repair, rebuilding or restoration of the Project, on the interest payment date next succeeding completion of such repair, rebuilding or restoration or, if no repair, rebuilding or restoration shall be made, on the interest payment date next succeeding receipt of such proceeds.

Any prepayment shall be without premium or penalty and shall be made in the manner and subject to the provisions of the Indenture. Any partial prepayment shall be applied to installments of principal in inverse order of the due dates thereof.

The Lender or any subsequent holder of this note shall have the right to institute any suit, action or proceeding for the enforcement of the Indenture or this note as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the outstanding principal balance of this note may be declared due and payable before the stated maturity thereof, together with interest accrued thereon.

As provided in the Indenture, modifications or alterations of the Indenture, or of the rights and obligations of the Issuer and of the holder of this note in any particular may be made only with the consent of the Corporation and the holder hereof. Any such consent by the holder of this note shall be conclusive and binding upon such holder and all future holders and owners of this note irrespective of whether any notation of such consent is made upon this note.

It is hereby certified and recited that all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of this note, exist, have happened and have been performed in due time, form and manner, and that the issuance of this note is within every debt and other limit prescribed by the Constitution and laws of the State of South Carolina.

IN WITNESS WHEREOF, Greenville County, South Carolina, has caused this note to be executed in its name and on its behalf by the manual signatures of the Chairman of its County Council and the Administrator of the County and its seal to be impressed, imprinted, engraved or otherwise affixed or reproduced hereon and attested by the manual signature of the Clerk of its County Council, December __, 1983.