

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 of certain circumstances relating to condemnation, receipt of insurance proceeds or sale or removal of certain equipment or land as provided in Article VI of this Agreement. This note is also subject to prepayment within 45 days after the date of a Determination of Taxability. Any mandatory prepayment under Section 10.03 of the Agreement shall not be subject to the prepayment penalty described in the preceding paragraph.

Any prepayment 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 Issuer, 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.