supplemental thereto, and 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 signature of the Chairman of its County Council and Administrator and has caused its seal to be impressed, engraved or otherwise affixed or reproduced hereon and attested by the manual signature of the Clerk of its County Council, as of July __, 1983.

GREENVILLE COUNTY, SOUTH CAROLINA

Melvin M. Pace, Chairman, County Council of Greenville County, South Carolina

(SEAL)

ATTEST:

W. A. Higgins, Administrator,
Greenville County, South Carolina

Mary T. Turner, Clerk,
County Council of Greenville
County, South Carolina

Section 5. Except as otherwise provided herein, the term "Note" as used in the Agreement shall be deleted and the term "Notes" shall be substituted therefor.

Section 6. Exhibit A of the Indenture is amended as shown on Exhibit A attached hereto.

Section 7. The Indenture as amended shall remain in full force and be effective from the date thereof.