

due on October 1, 1999, but solely from the revenues and receipts of the Issuer derived pursuant to the Mortgage and Financing Agreement (hereinafter referred to) provided in the Indenture (hereinafter referred to) and to pay, but solely from such revenues and receipts, interest on the outstanding balance of said principal sum from the date hereof for the period from the date hereof until December 31, 1987 at the rate per annum of 9% and thereafter at the rate per annum of sixty-five percent (65%) of the Prime Rate; provided, however, that in no event shall the rate borne by this note be less than $6\frac{1}{2}\%$ per annum or greater than $11\frac{1}{2}\%$ per annum prior to January 1, 1992, and thereafter prior to January 1, 1995, not less than $6\frac{1}{2}\%$ per annum or greater than $11\frac{3}{4}\%$ per annum. "Prime Rate" means that interest rate so denominated and set by Wachovia Bank and Trust Company, N.A., a national banking association (the "Lender") from time to time as an interest rate basis for borrowings. The Prime Rate is one of several interest rate bases used by the Lender. The Lender lends at interest rates above and below the Prime Rate. All changes in the Prime Rate shall be effective on the date of each change.

Upon the occurrence of a Determination of Taxability (as defined in the Indenture), the Corporation (hereinafter referred to) shall pay to each holder hereof within 45 days of the date of such Determination of Taxability the following amounts (subject to a credit for all such amounts previously paid by the Corporation): (i) Additional Interest (as defined in the Indenture) at the Adjusted Rate of Interest (as defined in the Indenture) during the Inclusion Period (as defined in the Indenture), plus (ii) Additions to Tax (as defined in the Indenture) payable by such holder, plus (iii) an amount equal to the tax payable by such holder as the result of the receipt of Additions to Tax, less any tax benefit derived by such holder by reason of payment of Additions to Tax. The amount of Additional Interest paid pursuant to (i) above shall be reduced by the amount of all interest accrued and paid on this note at the tax-exempt rate prescribed herein from and after the Inclusion Date (as defined in the Indenture).

Interest on this note shall be payable quarterly on each January 1, April 1, July 1 and October 1, beginning January 1, 1985. All such interest shall be computed on the basis of a 360-day year for the number of days actually elapsed and at the rate in effect on each day of the computational period. In the event of any default in the payment of the principal or interest hereon, such item in default (including interest to the extent legally enforceable) shall bear interest from the date of such default until payment at the rate per annum equal to the Prime Rate plus one percent (1%) per annum.