

additional bonds secured thereby may be issued. To the extent permitted by, and as provided in, the Indenture, modifications or alterations of the Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the bonds and coupons, may be made with the consent of the Company by the affirmative vote, or with the written consent, of the holders of not less than 66 $\frac{2}{3}$ % in amount of the bonds then outstanding, and by the affirmative vote, or with the written consent, of the holders of not less than 66 $\frac{2}{3}$ % in amount of the bonds of any series then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of bonds then outstanding under the Indenture are so affected, evidenced, in each case, as provided in the Indenture; provided that any supplemental indenture may be modified in accordance with the provisions contained therein for its modification; and provided, further, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium on, this bond, or the right of any bondholder to institute suit for the enforcement of any such payment on or after the respective due dates expressed in this bond, or reduce the percentage required for the taking of any such action. Any such affirmative vote of, or written consent given by, any holder of this bond is binding upon all subsequent holders hereof as provided in the Indenture.

In case an event of default as defined in the Indenture shall occur, the principal of all the bonds outstanding thereunder may become or be declared due and payable, at the time, in the manner and with the effect provided in the Indenture.

The bonds of this series have been issued by the Company to Oconee County, South Carolina (herein called the "County") and registered initially in the name of Wachovia Bank and Trust Company, N.A., as Trustee (hereinafter called the "Revenue Bond Trustee", which term, as used herein, shall include any successor trustee), for the account of the County to further evidence and secure the obligation of the Company to repay the loan (herein called the "Loan") made by the County to the Company to assist in the financing of the costs of acquiring, constructing and installing certain real and personal property, including costs incidental thereto and to the financing thereof, comprising certain pollution control facilities as defined in Section 48-3-10 of the 1976 Code of Laws of South Carolina to be owned by the Company and located at the Company's Oconee Nuclear Station. The Loan is made pursuant to a certain Loan Agreement, dated as of May 1, 1983, between the County and the Company (herein called the "Loan Agreement"). To provide funds for the Loan, the County has issued \$102,000,000 principal amount of Pollution

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