

maximum Federal corporate income tax rate as of May 12, 1982 (the "Adjusted Tax Exempt Rate"). The Adjusted Tax Exempt Rate shall be rounded to the nearest one-tenth of one percent. In no event shall the Adjusted Tax Exempt Rate (i) exceed the Taxable Rate, or (ii) be applicable with respect to any holder hereof not subject to corporate income tax.

The final installment of principal and prepayment premium, if any, on the Note upon maturity or prepayment shall be payable to the Registered Owner thereof or his assigns upon surrender thereof at the Corporate Office for such purpose. The interest on the Note and all other payments of principal or premium, if any, when due and payable shall be paid to the Registered Owner thereof in immediately available funds at any account designated by such owner maintained in a bank or similar financial institution that either clears through the federal reserve system or has arrangements permitting items handled for such bank or financial institution to be so cleared through the federal reserve system on the due date for such payment. If no account is designated, such payments may be made by check or draft drawn on or certified by a bank and mailed to such person at his address last appearing on the Note Register. All payments of principal, prepayment premium, if any, and interest on the Note shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

In the manner and with the effect provided in this Indenture, the Note will be subject to prepayment prior to the stated maturity thereof:

(a) As a whole at any time, or in part from time to time on any Interest Payment Date, upon the exercise by the Corporation of its option to prepay pursuant to Section 10.01 of the Agreement; and

(b) In part upon the completion of the Project from moneys remaining in the Construction Fund not needed for the payment of the Cost of the Project 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 at a prepayment price without premium by applying the amount available therefor on the next Interest Payment Date as a prepayment of principal.

SECTION 2.02. Mutilation, Loss, Theft or Destruction of Note. In the event the Note is mutilated, lost, stolen or destroyed, the Issuer may execute and deliver a new Note of the same principal amount and maturity and of

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