

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 by or certified by a bank and mailed to such person at his address last appearing on the Note Register. Any claim for increased interest for the period between an Event of Taxability and a Determination of Taxability shall be payable on the payment date, whether a monthly interest payment date or the date of maturity or prepayment hereof, next succeeding a Determination of Taxability. In the event a Determination of Taxability is rescinded, the difference between the amount of interest actually paid hereon and the amount that would have accrued but for such Determination, shall be refunded by the Holder to the Corporation. The Corporation shall have the right to enforce any such refund due it or, at the option of the Corporation in default of such refund, such amount may be applied as a credit against subsequent payments due hereon.

This note is duly authorized and issued by the Issuer and designated as "City of Greer, South Carolina, Industrial Development Revenue Note (Messer Mirror Corporation Project) ," issued in the original principal amount of \$650,000.00 under and pursuant to the Constitution and Laws of the State of South Carolina, particularly Chapter 29 of Title 4 of the Code of Laws of South Carolina, 1976, as amended (the "Act") and under and secured by an Indenture by and between the Issuer and Bankers Trust of South Carolina, a state banking association (the "Lender"), dated as of December 1, 1983 (the "Indenture"). This note is being issued to defray the costs of acquiring certain land and a building or buildings and other improvements thereon and all other machinery, apparatus, equipment, office facilities and furnishings to be used for the manufacturing of mirrors and processing of glass (the "Project"). The Project will be made available to Messer Mirror Corporation, a South Carolina corporation (the "Corporation"), pursuant to the terms of a Mortgage and Financing Agreement dated as of December 1, 1983 (the "Agreement") between the Issuer and the Corporation.

Pursuant to the terms of the Agreement, the Corporation has obligated itself to make payments to or for the account of the Issuer sufficient to pay as and when the same becomes due, the principal and interest on this note and has granted the Issuer a mortgage and security interest in the Project to secure such obligation. Pursuant to the Indenture, the Issuer has assigned and pledged its rights to receive payments under the Agreement (except for certain rights of indemnification and reimbursement of expenses) to the Lender to secure payment of this note. As further

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