

This Note is being sold so that the Company can acquire land and acquire, construct and install facilities thereon in the County for the processing, storage and distribution of frozen food products (such land and facilities being hereinafter termed the "Project"). The Company will use these funds solely to pay expenses incidental to the Project.

This Note is secured by a Mortgage between the County, as mortgagee, and the Company, as mortgagor, dated as of February 18, 1981 (the "Company Mortgage"), and by a Security Agreement between the County, as secured party, and the Company, as debtor, dated as of February 18, 1981 (the "Company Security Agreement").

The Company shall have the right at any quarterly payment date to prepay this Note in whole or in part without penalty. Any partial prepayment shall be applied first to the interest and any collection expenses then due on the Note and then to the unpaid installments of principal in the inverse order of their regular maturities.

In the event the Company shall default in the payment of principal or interest when the same finally becomes due under this Note, or upon the occurrence of an Event of Default (and the expiration of any applicable cure period) under the Loan Agreement dated as of February 18, 1981 among Bankers Trust of South Carolina, the County and the Company, the County may, at its option and by notice in writing to the Company, declare the entire unpaid balance hereunder immediately due and payable and may take any action or proceeding at law or in equity which it may deem