

EXHIBIT "A"

PROMISSORY NOTE

\$ 450,000.00
(Amount)Gastonia, North Carolina
(Place)April 23, 1981
(Date)

FOR VALUE RECEIVED, Undersigned, jointly and severally, promise to pay to the order of Commercial Credit Services Corporation (herein called "Lender"), at its office at Atlanta, Georgia, the principal sum of four hundred fifty thousand Dollars, ("Principal") with interest at the rate of prime + 3 1/2 per cent per annum, until modified as set forth below, in equal consecutive monthly payments of Nine Thousand Dollars ("Installments") each, beginning on June 1, 19 81 and on the same day of each successive month until the Principal, and all interest, has been repaid in full, with the final Installment being equal to the remaining unpaid Principal plus accrued interest. Each Installment shall be applied first to the payment of accrued interest owing to the date received and the remainder to Principal.

While any Principal hereunder remains unpaid, if the prime rate, i.e., the maximum interest rate charged by large money center commercial banks to their best business borrowers, as referenced in the Eastern edition of the Wall Street Journal or in the absence of such reference, as determined by Lender in its sole discretion, is increased or decreased from the present prime rate, which is seventeen & 1/2 per cent (17 1/2 %) per annum, the interest rate payable hereunder shall be increased or decreased by an amount equal to the amount of such change in the prime rate, effective as of the first day of the succeeding month. However, the rate of the interest charged hereunder shall not be changed for any change in the prime rate below twelve per cent (12 %) per annum, and in no event shall the interest rate hereunder exceed the maximum rate permitted to be charged or received by Lender under either Federal or state applicable law.

The amount of any Installment shall not be increased or decreased by reason of a change in the prime rate, which shall only effect an increase or decrease in the amount of interest includable in an Installment, and an increase or decrease in the length of the term hereof. In the event any monthly Installment is insufficient to cover the payment of interest only, Undersigned agrees to pay, in addition to the regular monthly Installment, an amount equal to the difference between the amount necessary to cover interest only for such month and such Installment payment.

In the event Undersigned defaults in the payment of any Installment hereunder, when due, or defaults under any of the terms or provisions of any security agreement securing this Note, then the entire Principal balance outstanding hereunder, plus accrued interest, shall become immediately due and payable, at the option of the Lender, or the holder hereof. Undersigned agrees to pay Lender all costs and expenses, including reasonable attorneys' fees, suffered or incurred in connection with the enforcement of Lender's or any holder's rights under this Note and said security agreement.

This Note is:

- (a) unsecured
- (b) secured by a Security Agreement covering the goods described therein.
- (c) secured by a lien against real property located at:
Lancaster, South Carolina
- (d) secured by other collateral (describe):

Undersigned, including any endorsers hereof, hereby waive presentment, protest, notice of protest and all benefit of valuation, appraisal, and all exemption laws, now in force or hereafter enacted, including stay of execution and condemnation.

IN WITNESS WHEREOF, Undersigned has caused this Promissory Note to be made and executed by its duly authorized representative on the day and year first above written.

(Corp. Seal)
ATTEST:CITY ICE & FUEL-OIL COMPANY, INC.By: _____
Title

Title