

1133-349

EXHIBIT A

UNITED STATES OF AMERICA
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE
INDUSTRIAL REVENUE BOND ANTICIPATION NOTE
SERIES 1980
(ALLIED PRODUCTS CORPORATION - LESSEE)

No. _____

\$3,500,000.00

KNOW ALL MEN BY THESE PRESENTS, that Greenville County, a body politic and corporate, and a political subdivision of the State of South Carolina (the County), for value received, promises to pay, but only from the source and as hereinafter provided, in immediately available funds, to the order of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Chicago, Illinois (the Mortgagee), at its principal office in the City of Chicago, State of Illinois (or at such other place as the holder hereof shall designate in writing to the County), the sum of THREE MILLION FIVE HUNDRED THOUSAND and no/100 (\$3,500,000.00) Dollars, on December 1, 1981, and to pay in like funds interest on the unpaid balance of said principal sum from the date hereof until such principal sum shall become due, at the rate of Nine and 25/100 per centum (9.25%) per annum (computed on the basis of a year of 360 days and actual days elapsed), such interest to be payable in quarterly installments, commencing on March 1, 1981, and on each March 1, June 1, September 1, and December 1, thereafter, to and including December 1, 1981; provided that (i) upon the occurrence of an Event of Default as specified hereinbelow, or (ii) if the Mortgagee shall make any advance described in Section 6.7 of the said Amended Lease Agreement (as hereinafter defined), the County promises to pay interest at the Penalty Rate, as defined in said Amended Lease Agreement, upon the unpaid principal balance outstanding hereunder from the date of such occurrence of an Event of Default and upon the amount advanced from the date of any such advance, as the case may be, upon demand.

This Note is the "Note" referred to in the Lease Agreement (the Lease Agreement), dated as of November 1, 1979, between the County and Allied Products Corporation, a corporation organized and existing under the Laws of the State of Delaware (the Lessee), as amended by the First Amendatory Lease Agreement (the First Amendatory Lease Agreement), dated as of November 1, 1980, between the County and the Lessee, and consented to by the Mortgagee, as hereinafter defined (the Lease Agreement and the First Amendatory Lease Agreement being hereinafter sometimes referred to collectively as the Amended Lease Agreement), and is secured by the terms of a Mortgage, dated as of

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