

ARTICLE II

DESCRIPTION, AUTHORIZATION, MANNER OF EXECUTION,
REGISTRATION AND TRANSFER OF NOTES

SECTION 2.01. Authorization and Details of Notes.
The Notes shall be designated as "City of Greenville, South Carolina, Industrial Development Revenue Notes (The Vitamin Company, Inc. Project) 1984, Series A and Series B," shall be issued in the aggregate original principal amount of \$8,300,000, and shall bear interest at the rate specified in, be paid in the manner provided in, and otherwise be subject to the terms and conditions of the Form of Series A Note and the Form of Series B Note set forth at the beginning of this Indenture.

SECTION 2.02. Mutilation, Loss, Theft or Destruction of Notes. In the event any 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 like tenor as the Note in exchange and substitution for such mutilated Note or in lieu of the substitution for such lost, stolen or destroyed Note.

Application for exchange and substitution of a mutilated, lost, stolen or destroyed Note shall be made to the Corporation at the Corporate Office. In every case the applicant for a substitute Note shall furnish to the Issuer and to the Corporation such security or indemnity as may be reasonably required by them to save each of them harmless. In every case of mutilation of either of the Notes, the applicant shall surrender the Note so mutilated.

Notwithstanding the foregoing provisions of this Section 2.02, in the event the Note shall have matured or be about to mature and no default in the payment of principal, premium, if any, or interest on either Note has occurred which is then continuing, the Issuer may authorize the payment of the same without surrender thereof, except in the case of a mutilated Note, instead of issuing a substitute Note, provided security or indemnity is furnished as above provided in this Section 2.02.

Upon the issuance of any substitute Note, the Issuer and the Corporation may charge the Holder of such Note reasonable fees and expenses in connection therewith. Every substitute Note issued pursuant to the provisions of this Section 2.02 by virtue of the fact that the Note is mutilated, lost, stolen or destroyed shall constitute an original additional contractual obligation of the Issuer, whether or not the mutilated, lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Indenture to

