

EXHIBIT A

PROMISSORY NOTE

\$1,000,000.00

Due West, South Carolina
August 1, 2021

FOR VALUE RECEIVED, Icelaven Development Group LLC, a South Carolina limited liability corporation ("Borrower"), hereby promises to pay, in lawful money of the United States of America, to the order of Erskine College ("Lender"), the principal sum of One Million Dollars (\$1,000,000.00), plus any additional interest due and owing to Lender.

The principal amount hereof from time to time outstanding and unpaid shall bear interest from and including the date hereof until payment thereof in full. Interest due hereunder shall accrue from and after the date hereof at a rate of 5% per annum for the principal amount of One Million Dollars (\$1,000,000) from the date of execution of this Note. Any principal balance and all interest accruing under this Note shall be due and payable not later than January 1, 2027.

Payments of principal, interest and all other amounts hereunder shall be made annually in U.S. funds, without setoff, recoupment, deduction, or abatement, to the Lender at 2 Washington Street, Due West, SC 29639, on or before December 31 of each year this Note is in effect and at such other place as Lender may designate in writing (the "Lender Payment Address"). Payments shall be made according to a Fifteen (20) year amortization schedule beginning with the effective date of this Note. The payments of principal and interest and all other amounts due and owing shall be recalculated to reflect any payments by Borrower.

This Note shall be governed by and construed in accordance with the laws of the State of South Carolina. Jurisdiction and venue for the enforcement of this Note shall be in the federal or state courts for Anderson County, South Carolina. Borrower reserves the right to prepay this Note in whole or in part at any time without fee or penalty; provided however, that any partial payment shall be applied first to accrued interest and then to the reduction of the principal. The amount may also be redeemed by other means which are reduced to writing.

This Note shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of Lender and its successors and assigns.

This agreement may be executed in counterparts.

IN WITNESS WHEREOF, Lender and Borrower has executed and delivered this Note to be legally binding and effective as of the date first above written.


[Signature Page Follows]

EXHIBIT A

Borrower's Notice Address:

3014 N. Main Street, Suite K
Anderson, SC 29621

Icelaven Development Group

By: 
James Galyean

Lender's Notice Address:

2 Washington St., Due West, SC 29639

Erskine College

By: 