

fied in Article V of the Indenture on which the Trustee can redeem the Bonds after giving notice to the holders thereof as required by the Indenture, less moneys available for such purpose then held by the Trustee, plus any additional rental due or to become due hereunder, including, without limitation, any unpaid fees and expenses of the Lessor or the Trustee which are then due or will become due prior to the time that the Bonds are paid in full and the trust established by the Indenture is terminated.

"AUTHORIZED REPRESENTATIVE" with respect to Lessor, means the person at the time designated to act in behalf of Lessor by written certificate furnished to Lessee and the Trustee, containing the specimen signature of such person and signed on behalf of Lessor by the Chairman of the County Council. Such certificate may designate an alternate or alternates.

"AUTHORIZED REPRESENTATIVE" with respect to Lessee, means the person at the time designated to act in behalf of Lessee by written certificate furnished to Lessor and the Trustee containing the specimen signature of such person and signed on behalf of Lessee by its President, any Vice President or by the Chairman of its Board of Directors. Such certificate may designate an alternate or alternates.

"BONDS" means the First Mortgage Industrial Revenue Bonds (Gladding Corporation - Lessee) of all series issued and outstanding under the Indenture.

"CONSTRUCTION DEPOSIT AGREEMENT" means the Construction Deposit Agreement of even date herewith described in Section 2.01 hereof.

"COUNTY COUNCIL" means the Greenville County Council of Lessor, and any successor body.

"FACILITIES" means the buildings, structures and all other facilities forming a part of the Leased Premises and not constituting part of the Leased Equipment which, are presently located on the Leased Land together with the buildings, structures and all other facilities which are required by Section 2.01 hereof to be constructed and equipped on the Leased Land, as they may at any time exist, including any air conditioning and heating systems (which shall be deemed fixtures).

"INDENTURE" means the Indenture of Mortgage and Deed of Trust between the Lessor and The National Bank of South Carolina of Sumter, as Trustee, of even date herewith pursuant to which (i) the terms, conditions and provisions of the Bonds are prescribed, and (ii) the Lessor's interest in this Lease, and the lease rentals, revenues and receipts received by Lessor from the Leased Premises (except payments pursuant to Section 6.02 or Section 8.01 of this Lease) are pledged and the Leased Premises are mortgaged as security for the payment of principal, premium, if any, and interest on the Bonds, including any indenture supplemental thereto, as therein permitted.

"INDEPENDENT COUNSEL" means an attorney duly admitted to practice law before the highest court of any state and not an employee of either Lessor, or Lessee.