

for other than economic abandonment (herein "non-economic termination"). No economic abandonment shall be permitted for any reason other than condemnation or fire or other casualty loss for the first 4 Loan Years. Any prepayment in connection with economic abandonment or non-economic termination shall be the entire then outstanding principal balance, together with accrued interest, plus a prepayment premium of five percent (5%) of the principal amount prepaid, provided however that should an economic abandonment be the result of a condemnation action, that portion of the principal prepayment which is equal to the condemnation award shall be made without payment of the prepayment premium and the prepayment premium of five percent (5%) shall apply to that portion of the principal prepayment which is in excess of the condemnation award.

(b) Commencing with the eleventh Loan Year, Creative Fabrics shall have the absolute right to prepay on any regular payment date all or portions of the then outstanding principal amount of this Note, together with accrued interest, upon payment of the following premiums, expressed as a percentage of the amount prepaid:

<u>Loan Year</u>	<u>Premium</u>
11	5.00%
12	4.00%
13	3.00%
14	2.00%
15-25	1.00%

(c) Written notice of each optional prepayment under paragraph 2(a) or 2(b) hereof shall be given by Creative Fabrics to the holder of this Note not less than 30 days nor more than 60 days prior to the date fixed for such prepayment, in each case specifying such date, the principal amount of the Note to be prepaid on such date, the premium, if any, applicable to such prepayment, the provision of this paragraph of this Note under which such prepayment is to be made, and the corporate resolution of A & P certifying the economic abandonment, if applicable.

0318

4328 RV-2