

"Lender" shall mean Bankers Trust of South Carolina, a banking association organized and existing under the laws of the State of South Carolina, and its successors and assigns as the holder of the Note.

"Mortgaged Property" shall mean the property described under Items A through F of the granting clauses hereof, which the Corporation has herewith mortgaged to the Lender as security for repayment of the amounts due under the Note.

"Note" shall mean the note dated August 5, 1983 in the principal amount of \$150,000 evidencing the Corporation's debt to the Lender and which is secured by this Agreement.

"Opinion of Counsel" shall mean an opinion in writing signed by legal counsel satisfactory to the Lender.

"Permitted Encumbrances" shall mean as of any particular time: (i) liens for ad valorem taxes and special assessments not then delinquent; (ii) this Agreement; (iii) utility, access and other easements and rights of way, flood rights, leases, subleases, restrictions and exceptions that an Authorized Corporation Representative certifies will not interfere with or impair the means of access to and egress from the Project; (iv) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the Plant and as do not, in the opinion of the Corporation as evidenced by a certificate of an Authorized Corporation Representative, impair the character or significance of the Plant for the purpose for which it was designed or last modified and are not detrimental to the proper conduct of the business of the Corporation at the Plant; (v) the Mortgage dated August 5, 1983 given by the Corporation to the Lender; (vi) UCC Financing Statements heretofore filed with the Secretary of State of South Carolina and the Issuer with respect to personal property located or to be located at the Plant; (vii) the Indenture dated as of September 1, 1983, between the Issuer and the Lender; and (viii) the Mortgage and Financing Agreement dated as of September 1, 1983, between the Issuer and the Corporation.

"Plant" shall mean the land described on Exhibit A hereto and all improvements and facilities of the Corporation and Curtron Curtains thereon, all located in Greenville County, including, but not limited to, the Project and any equipment, machinery, fixtures or other personal property now or hereafter installed therein.

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