

not detrimental to the proper conduct of the business of the Corporation at the Project; (v) mechanic's and materialman's liens not filed or perfected in the manner prescribed by law in effect on the date hereof or otherwise; (vi) any mortgage, lease or security interest with respect to machinery and equipment not constituting part of the Project; (vii) the mortgage granted to Barclays American/Business Credit, Inc. in connection with the Corporation's Secured Consolidated Promissory Note and its Restated and Amended Secured Demand Note, both dated June 20, 1984; and (viii) any other lien of encumbrance to which the Lender consents.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision.

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

"Prime Rate" shall mean the prime rate of interest publicly announced as such by Southern Bank and Trust Company at Greenville, South Carolina, on the date of delivery of the Note to the initial purchaser thereof, including each change in such rate as may be in effect from time to time thereafter, each such change to be effective on the effective date thereof.

"Principal Payment Date" shall mean any date on which the principal of the Note or any portion thereof shall become due, whether at maturity or by prepayment or acceleration.

"Project" shall mean the land described on Exhibit A hereto and to the Indenture and any building or buildings or other improvements thereon; the items of personalty described on Exhibit B hereto and to the Indenture and any modification thereof, substitutions therefor and additions thereto and excluding deletions therefrom and the Corporation's own machinery and equipment installed under the provisions of Section 8.03 of this Agreement.

"Qualifying Costs" shall mean those Costs of the Project which (i) are not Neutral Costs; (ii) are for the acquisition of land or property of a character subject to the allowance for depreciation under IRC Section 167, including all amounts paid or payable and incurred which are chargeable to the capital account for the Project or which would be so chargeable either with a proper election by a