

"Neutral Costs" shall mean that amount of the proceeds from the Notes used for the payment of the reasonable expenses of issuing the Notes including, without limitation, advertising, recording and printing costs, accountant's, financial advisor's and legal fees, rating agency fees, initial fees of the Depository, charges of the Lenders and all similar expenses.

"Notes" shall mean, collectively, the \$6,300,000 "City of Greenville, South Carolina, Industrial Development Revenue Note (The Vitamin Company, Inc. Project) 1984, Series A," and the \$2,000,000 "City of Greenville, South Carolina, Industrial Development Revenue Note (The Vitamin Company, Inc. Project) 1984, Series B," authorized, executed and delivered by the Issuer and delivered under the Indenture and any notes, executed and delivered under the Indenture in lieu of or in substitution therefor.

"Noteholders" or "Holders" shall mean the Registered Owners of the Notes.

"Note Register" and "Note Registrar" shall have the respective meanings specified in Section 2.04 of the Indenture.

"Officer's Certificate" shall mean a certificate signed by the Mayor of the Issuer and the Clerk of the Issuer.

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

"Permitted Encumbrances" shall mean as of any particular time: (i) liens for ad valorem taxes and special assessments not then delinquent; (ii) this Agreement and the Indenture; (iii) utility, access and other easements and rights of way, flood rights, 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, and clouds on title as normally exist with respect to properties similar in character to the Project to which the Lenders have consented in writing 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 Project 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 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 easements or restrictions shown on the title insurance policy delivered to the Lenders pursuant to Section 6.02 hereof; (vii) any lien, encumbrance or charge

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