

Federal, state or local mortgage, documentary, stamp or other taxes), in each case, in all public offices where filing or recording is deemed by the Issuer to be necessary or desirable. The Corporation hereby authorizes the Issuer to take all action (including, without limitation, the filing of any Uniform Commercial Code Financing Statements or amendments thereto without the signature of the Corporation) which the Issuer may deem necessary or desirable to perfect or otherwise protect the liens and security interests created hereunder and to obtain the benefits of this Mortgage.

ARTICLE IX
SPECIAL AGREEMENTS

Section 9.1. Accounts Receivable. The Corporation agrees that it shall not grant, bargain, sell, convey, assign or pledge any or all of the Corporation's right, title and interest to its accounts receivable which now or hereafter arise or are created in connection with or with respect to the Facilities, without the prior written consent of the Bank; and upon the expiration or termination of the Letter of Credit, without the prior written consent of the Trustee pursuant to the provisions of the Indenture regarding amendments to this Mortgage.

Section 9.2. Location of Equipment and Inventory. The Corporation warrants and agrees that throughout the existence of this Mortgage, all Equipment and Inventory will be located on the Land.

ARTICLE X
MISCELLANEOUS

Section 10.1. Construction of this Instrument. This Mortgage is intended to operate and is to be construed as (i) a security agreement pursuant to the provisions of the Uniform Commercial Code of South Carolina, Title 36, Code of Laws of South Carolina, 1976, and (ii) a mortgage conveying a lien on the Facilities to the Issuer.

Section 10.2. Limit of Validity. If from any circumstances whatsoever fulfillment of any provision of this Mortgage, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by any applicable usury statute or any other applicable law with regard to obligations of like character and amount, then ipso facto the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage that is in excess of the current limit of such validity.