

of Company and all of its Subsidiaries shall not cause Company to exceed the limitation on Capital Expenditures contained in Section 7.16 of the Loan Agreement;

- (vii) in the case of each Subsidiary, any obligations to Company or any Subsidiary of Company;
- (viii) in the case of Company, the Subordinated Debt;
- (ix) Indebtedness, other than Indebtedness for Borrowed Money, not otherwise permitted by this clause (i) not in excess of \$500,000; and
- (x) Indebtedness in connection with the Bonds.

(13) Default: The term "default", as used in this Mortgage, shall mean the occurrence and continuation of any one or more of the following events:

(a) Nonpayment, within three (3) days of the due date thereof, of any moneys due or under the Indenture, the Agreement or Credit Agreement; or

(b) The breach of, or default under, any covenant, agreement, term, condition, provision, representation or warranty contained in this Mortgage, the Indenture, the Agreement or Credit Agreement, if such breach or default is not cured within the period of grace provided or permitted therefor.

Upon the occurrence of a default, and at all times thereafter, Agent, as provided in the Credit Agreement, but subject to the Agreement and the Indenture and upon notice to Trustee, may declare all Secured Indebtedness immediately due and payable, without notice of default, presentment or demand for payment, protest or notice of nonpayment or dishonor, or other notices or demands of any kind whatsoever, and shall, at its option, have the rights and remedies of a secured party under the South Carolina Uniform Commercial Code, without limitation thereto the right to sell or otherwise dispose of any and all of the Facilities and the right to take possession of the Facilities, and for that purpose the Agent is hereby authorized to the fullest legal extent, which authorization may not be withdrawn while any Secured Indebtedness remains unpaid, to enter at any time upon the Facilities and remove any portion therefrom.

Further, upon the occurrence of any default, the Agent may thereupon or thereafter proceed to foreclose the lien of this Mortgage as a real estate mortgage in any court of competent jurisdiction. In any such proceeding or proceedings, Company hereby waives, or does not waive, appraisal, at the option of Agent to be exercised by it at any time prior to judgment in such