

"MORTGAGEE" means American National Bank and Trust Company of Chicago, Chicago, Illinois, the holder of the Note and Mortgage, its successors and assigns.

"NET PROCEEDS", when used with respect to any insurance or condemnation award, means the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorneys' fees and reasonable fees and expenses of the Mortgagee) incurred in the collection of such gross proceeds.

"NOTE" means the \$3,000,000 Greenville County, South Carolina, Industrial Revenue Bond Anticipation Note, Series 1979 (Allied Products Corporation - Lessee) of the County to be issued in anticipation of the issuance of the Bonds, secured by the Mortgage, the proceeds of which will be used to finance the acquisition, expansion, improvement, construction, and equipping of the Project. The Note shall be substantially in the form of the attached Exhibit C.

"PENALTY RATE" means interest at the rate of ten per centum (10%) per annum or such lesser rate as may be the maximum permitted by applicable usury laws.

"PERMITTED ENCUMBRANCES" means, as of any particular time, (i) liens for ad valorem taxes not then delinquent, (ii) this Agreement, the Assignment, and the Mortgage (iii) utility, access and other easements and rights of way, flood rights, encroachments, leases, restrictions, and exceptions that an Independent Engineer and the Authorized Lessee Representative certify will not interfere with or impair the operations being conducted at the Project or in the Building (or if the Building is not yet complete, the operations to be conducted in the Building or, if the Building has been completed and no operations are being conducted therein, the operations for which the Building was last designed or last modified), (iv) such minor defects, irregularities, and encumbrances as normally exist with respect to properties similar in character to the Project and as do not in the opinion of an Independent Counsel, materially impair the title to the Project for the purposes for which it was acquired or is held by the County and which do not and will not interfere with the occupation, use, and enjoyment by the Lessee of the Project for the purpose hereby contemplated, and (v) mechanics' and materialmen's liens not filed or perfected in the manner prescribed by Chapter 5, Title 45, Code of Laws of South Carolina, 1962, as now or hereafter amended.

"PROJECT" means the Leased Land, the Building, and the Leased Equipment.

SECTION 1.3 The words "hereof", "herein", "hereunder", and other words of similar import refer to this Lease Agreement as a whole.