

EXHIBIT "A"

December 4, 1980

William Iselin & Co., Inc.  
357 Park Avenue South  
New York, New York 10010

BOOK 1528 PAGE 822

Gentlemen:

In consideration of your entering into separate factoring contracts and related agreements, of even date herewith, with PIEDMONT INDUSTRIES, INC., THE KAYNEE COMPANY and GOLDEN VEE CORPORATION (hereinafter referred to as the "Accounts"), as now or hereafter constituted, the undersigned unconditionally guarantees to you prompt payment in full of all indebtedness and obligations of the Accounts now and hereafter owing to you, however arising, including but not limited to indebtedness and obligations arising pursuant to the separate factoring contracts entered into between you and each of the Accounts, as amended, any over-advances made by you to the Accounts in connection with said factoring contracts, the letter of credit agreement between you and Piedmont Industries, Inc. of even date herewith, as amended, and the promissory note of even date herewith, as amended, executed by Piedmont Industries, Inc. in your favor in the principal amount of \$1,500,000.00, and the performance of all of the Accounts' obligations under their separate factoring contracts, as now written or as subsequently amended, together with all costs, attorneys' fees, and expenses incurred by you in protecting or enforcing any obligations or indebtedness owing to you by the Accounts, defending or prosecuting any actions or proceedings arising out of or relating to any of your transactions with the Accounts, or incurred by you because of any default hereunder. You may, without notice to the undersigned, accept and release security, grant extensions, and consent to subordinations and compromises without affecting in any manner the obligations of the undersigned which may be enforced before or after proceeding against the Accounts or against any security granted to you. The monthly statements of the Account Current rendered to the Accounts shall, to the extent to which no objections are made within the time specified therein, constitute an account stated between you and the Accounts, As to all other indebtedness, your books of account shall be prima facie proof of their obligations to you.

The liability of the undersigned is without any right of subrogation, reimbursement, indemnity or recourse to or with respect to any assets or property of the Accounts, except after all indebtedness and obligations owing to you by the Accounts have been paid in full, at which point the undersigned shall succeed to any rights you may have against the Accounts.

This guarantee is the guarantee referred to in those certain mortgages of even date herewith executed by the undersigned in favor of you and covering the real property of the undersigned located in Easley, Greenville, Greer and Greenwood, all in the State of South Carolina.

The generality of the foregoing notwithstanding, however, it is understood that the liability of the undersigned by reason of this agreement shall be limited in amount to the net proceeds of sale of the properties covered by the aforesaid mortgages. It is further understood that, any foregoing provision to the contrary notwithstanding, you shall defer any action under this guarantee until such time as the accounts receivable assigned to you by the Accounts have been substantially liquidated, either by collection or by chargeback pursuant to the terms of your separate factoring contracts with each of the Accounts.

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