

15. all other personal property of the Debtor, whether tangible or intangible, and whether now owned or hereafter acquired; and

16. all proceeds and products of any of the foregoing, in any form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing.

Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement and used herein, are so used as so defined; and the following terms shall have the following meanings:

"Contractor Receivables" shall mean those certain commercial credit accounts sold by the Debtor and its Subsidiaries (including any documents, instruments, chattel paper or intangibles evidencing any such transferred receivable or the transaction giving rise thereto) (i) pursuant to the terms of the GE Credit Program Documents or (ii) to any other Person pursuant to any similar contractual arrangement (but in such case solely to the extent such an arrangement is permitted by the Credit Agreement, including, without limitation, Section 5.9 thereof).

"Credit Agreement" shall mean that certain Amended and Restated Credit Agreement, dated as of December 2, 1997, among the Debtor, the Lenders, the Underwriters and the Fronting Banks party thereto (each as defined therein) and the Agent, as amended, amended and restated, extended, modified and supplemented from time to time.

"Credit Card Banks" shall mean General Electric Credit Corporation and Monogram Credit Card Bank of Georgia.

"GECC" shall mean General Electric Capital Corporation.

"GECC Receivables" shall mean receivables (including any documents, instruments, chattel paper or intangibles evidencing any such transferred receivable or the transaction giving rise thereto) (i) payable to the Debtor by Monogram Credit Card Bank of Georgia pursuant to the terms of the GE Credit Program Documents arising out of private label credit card sales of merchandise or services made by the Debtor or (ii) payable to the Debtor or purchased by any other Person pursuant to any similar contractual arrangement solely to the extent such an arrangement is permitted by the Credit Agreement (including, without limitation, Section 5.9 thereof).

"GE Credit Program Documents" shall mean (a) the Amended and Restated Monogram Credit Card Bank of Georgia Program Agreement, dated as of July 20, 1997, between the Debtor and Monogram Credit Card Bank of Georgia, as such agreement has been or may hereafter be amended, amended and restated, supplemented or modified from time to time to the extent permitted by the Credit Agreement, together with any agreements entered into by the Debtor and Monogram Credit Card Bank of Georgia, or any Affiliate, in replacement of such agreement to the extent permitted by the Credit Agreement (including, without limitation, Section 5.9 thereof); and (b) the Second Amended and Restated Commercial Credit Account Purchase and Service Program Agreement, dated as of July 20, 1997, between the Debtor and