

## INTERCREDITOR AGREEMENT

THIS INTERCREDITOR AGREEMENT (the "Agreement") is made and entered into this 30 day of September, 1992, by and among NationsBank of Georgia, N.A. ("NationsBank"), Buck Creek Industries, Inc. ("Buck Creek") and Oliver H. Rogers ("Rogers").

### W I T N E S S E T H:

WHEREAS, DWB Carpet Holdings, L.P., a Delaware limited partnership (herein referred to as "Borrower"), Rogers, and Buck Creek have entered into that certain Amended and Restated Agreement of Purchase and Sale of Assets (the "Asset Purchase Agreement") pursuant to which Buck Creek and Rogers have agreed to sell and Borrower has agreed to acquire the assets of Buck Creek, including certain real and personal property of Buck Creek located in Columbiana, Alabama (the "Property"); and

WHEREAS, Buck Creek has agreed to extend purchase money financing to Borrower in the original principal amount of \$3,600,000.00, which extension of credit is evidenced by that certain Promissory Note from Borrower to Buck Creek and is secured by that certain Mortgage from Borrower to Buck Creek, conveying a security interest in the real property (the "Buck Creek Mortgage") and that certain Security Agreement from Borrower to Buck Creek, conveying a security interest in the personal property (the "Buck Creek Security Agreement"); and

WHEREAS, Rogers and Borrower have entered into that certain Employment and Consulting Agreement and that certain Non-Competition and Continuity of Business Dealings Agreement (collectively, the "Agreements"), and the obligations of Borrower contained in the Agreements are secured by that certain Mortgage from Borrower to Rogers, conveying a security interest in the real property (the "Rogers Mortgage"), which is second in priority to the Buck Creek Mortgage, and that certain Security Agreement from Borrower to Rogers, conveying a security interest in the personal property (the "Rogers Security Agreement"); and

WHEREAS, Borrower proposes to enter into that certain Loan Agreement with NationsBank (the "Loan Agreement") and, pursuant to the terms and conditions of the Loan Agreement, to borrow from NationsBank and to secure such borrowings by granting to NationsBank security interests in the Property pursuant to that certain Future Advance Mortgage, Assignment of Rents and Leases and Security Agreement and pursuant to the Loan Agreement; and

WHEREAS, NationsBank, as a condition precedent to extending the loan contemplated by the Loan Agreement, requires the execution of this Agreement, pursuant to which Buck Creek and Rogers agree to provide NationsBank with notice and cure rights and to

delay the exercise of remedies provided for in the Buck Creek Mortgage and the Buck Creek Security Agreement (the Buck Creek Mortgage and the Buck Creek Security Agreement are collectively referred to herein as the "Buck Creek Documents") and the Rogers Mortgage and the Rogers Security Agreement (the Rogers Mortgage and the Rogers Security Agreement are collectively referred to herein as the "Rogers Documents") if an event of default occurs under any of the Buck Creek Documents or the Rogers Documents; and

WHEREAS, it is to the direct benefit and advantage of Buck Creek and Rogers for NationsBank to enter into the Loan Agreement with Borrower and to make loans and advances to Borrower thereunder; and

WHEREAS, Buck Creek and Rogers are willing to enter into this Agreement in order to induce NationsBank to enter into the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, and in order to induce NationsBank to make loans or extend credit to Borrower, or to grant such renewals or extensions thereof as NationsBank may deem advisable, Buck Creek and Rogers hereby agree with NationsBank as follows:

1. Definitions.

a. "Buck Creek Indebtedness" shall mean the \$3,600,000.00 indebtedness evidenced by the Promissory Note from Borrower to Buck Creek, along with accrued but unpaid interest thereon as provided for in the Promissory Note and advances made by Buck Creek for payment of taxes or insurance as permitted by Article IV of the Buck Creek Mortgage;

b. "Rogers Indebtedness" shall mean all amounts due and payable to Rogers pursuant to the terms of the Agreements, and any advances made by Rogers for payment of taxes or insurance as permitted by Article IV of the Rogers Mortgage.

2. Notice of Default and Cure Rights. Buck Creek agrees to give NationsBank notice of default under any of the Buck Creek Documents and Rogers agrees to give NationsBank notice of default under any of the Rogers Documents concurrently with the giving of such notice to Borrower as required by the Buck Creek Documents and the Rogers Documents, if such documents provide for the giving of notice to Borrower, and otherwise as soon as such default has occurred. In the event any such default is cured by Borrower during the cure period provided for in the Buck Creek Documents and the Rogers Documents (hereinafter referred to as the "Borrower Cure Period"), Buck Creek or Rogers, as appropriate, shall promptly give notice to NationsBank of such cure.

Buck Creek and Rogers agree that if Borrower has not cured the default by the end of the Borrower Cure Period, Buck Creek or Rogers, as appropriate, shall promptly provide notice to NationsBank of Borrower's failure to timely cure the default. Buck Creek and Rogers further agree that, for a period of one hundred eighty (180) days from (i) the date of receipt by NationsBank of notice that Borrower has failed to cure the default within the Borrower Cure Period, or (ii) the date of NationsBank's receipt of notice of the default from Buck Creek or Rogers, if no Borrower Cure Period is provided for in the Buck Creek Documents or the Rogers Documents with respect to the default, NationsBank shall have the right, without obligation, to cure the default if such default can be cured by the payment of money or the taking of other action by NationsBank. Upon the cure by NationsBank of any such default, the Buck Creek Documents or the Rogers Documents, as applicable, shall be reinstated, unless and until a subsequent default shall occur, in which event NationsBank shall be entitled to successive notices thereof and cure rights.

In the event, however, that any such default cannot be cured by the payment of money or the taking of other action by NationsBank, or if NationsBank so elects, NationsBank shall have the further right, without obligation, for a period of one hundred eighty (180) days from (i) the date of receipt by NationsBank of notice that Borrower has failed to cure the default within the Borrower Cure Period, or (ii) the date of NationsBank's receipt of notice of the default from Buck Creek or Rogers, if no Borrower Cure Period is provided for in the Buck Creek Documents or the Rogers Documents with respect to the default, to purchase the Buck Creek Indebtedness or the Rogers Indebtedness, as the case may be, and the documents evidencing such indebtedness and the security therefore. In the event NationsBank makes such election, NationsBank shall pay to Buck Creek the outstanding principal balance of the Buck Creek Indebtedness or to Rogers the outstanding Rogers Indebtedness, along with accrued but unpaid interest thereon, and upon receipt of said amount, Buck Creek or Rogers shall transfer to NationsBank all of the documents evidencing the Buck Creek Indebtedness or the Rogers Indebtedness and the security therefore (including the Buck Creek Documents or the Rogers Documents), and this Agreement shall terminate.

3. Standstill. Buck Creek and Rogers agree that, upon the occurrence of a default under any of the Buck Creek Documents or the Rogers Documents, Buck Creek and Rogers shall not commence foreclosure proceedings, foreclose, collect, or otherwise realize upon the whole or any part of the Property or exercise any of the remedies contained in the Buck Creek Documents or the Rogers Documents, whether by judicial action, under power of sale, by self-help repossession, or otherwise for a period of one hundred eighty (180) days from (i) the end of the Borrower Cure Period, or (ii) the date of NationsBank's receipt of notice of the

default from Buck Creek or Rogers, if no Borrower Cure Period is provided for in the Buck Creek Documents or the Rogers Documents with respect to the default.

4. No Future Advances. Buck Creek covenants and agrees that there is no other indebtedness due or owing to Buck Creek which is or may be secured by the Property other than the Buck Creek Indebtedness, and Buck Creek further covenants and agrees that no future advances, extensions, or modifications will be secured by the Property. Rogers covenants and agrees that there is no other indebtedness due or owing to Rogers which is or may be secured by the Property other than the Rogers Indebtedness, and Rogers further covenants and agrees that no future advances, extensions, or modifications will be secured by the Property.

5. Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given if personally delivered, sent by facsimile or mailed by registered or certified mail, postage prepaid, and addressed as follows:

If to Buck Creek  
or to Rogers:

Buck Creek Industries, Inc.  
P.O. Box 8688  
Chattanooga, Tennessee 37411  
Attention: Oliver H. Rogers  
Facsimile: N/A

If to NationsBank:

NationsBank of Georgia, N.A.  
P.O. Box 3406  
Atlanta, Georgia 30302-3406  
Attention: Holly K. Sims, AVP  
Facsimile: 404/607-6437

or at such other address as any party may designate for itself by like notice.

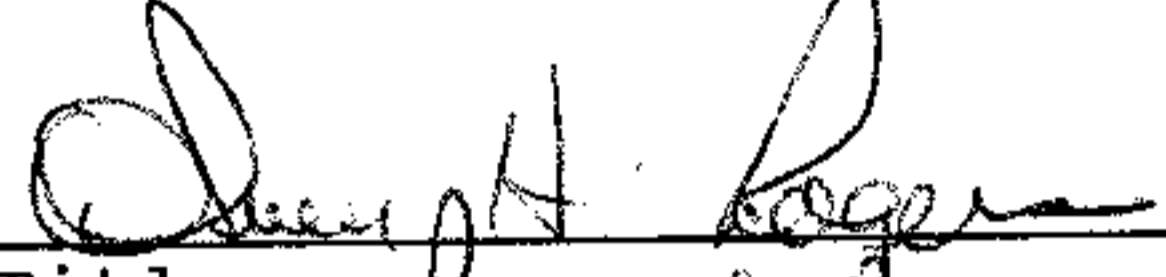
6. Parties. This Agreement shall be binding upon, and shall inure to the benefit of, NationsBank, Buck Creek, Rogers, and their respective successors and assigns. The term "Borrower" as used herein shall also refer to the successors and assigns of Borrower, including, without limitation, a receiver, trustee, custodian, debtor in possession, or corporation created by, or surviving, a merger or acquisition transaction with Borrower.

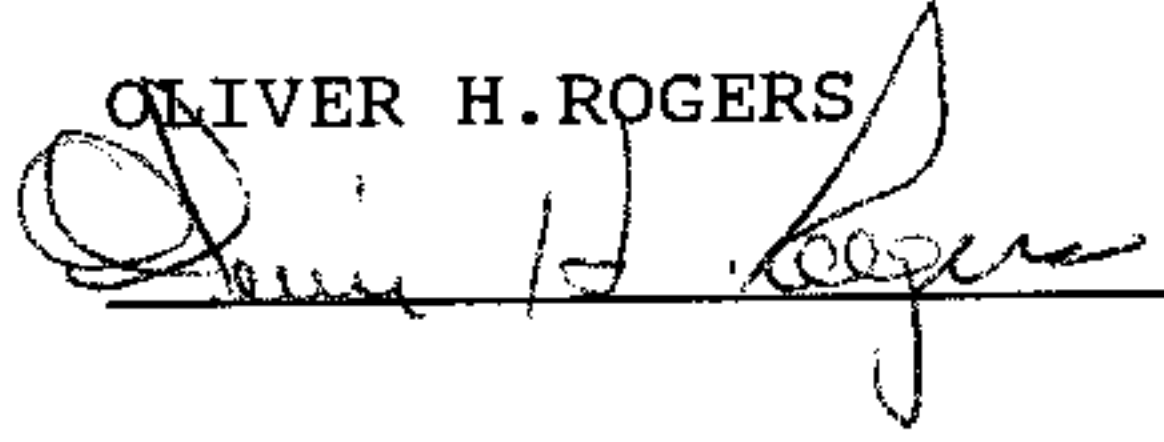
7. Section Titles. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

8. GOVERNING LAW; CONSENT TO JURISDICTION: WAIVER OF JURY TRIAL. THIS AGREEMENT HAS BEEN DELIVERED AND ACCEPTED IN AND SHALL BE DEEMED TO HAVE BEEN MADE IN ATLANTA, GEORGIA AND SHALL BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED, IN ACCORDANCE WITH THE LAWS AND DECISIONS OF THE STATE OF GEORGIA WITHOUT REGARD TO ITS CONFLICTS OF LAW RULES. AS PART OF THE CONSIDERATION FOR THE FINANCIAL ACCOMMODATIONS EXTENDED TO THE BORROWER BY LENDER, SUBORDINATOR CONSENTS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN THE STATE OF GEORGIA AND WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND FURTHER AGREES NOT TO ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE.

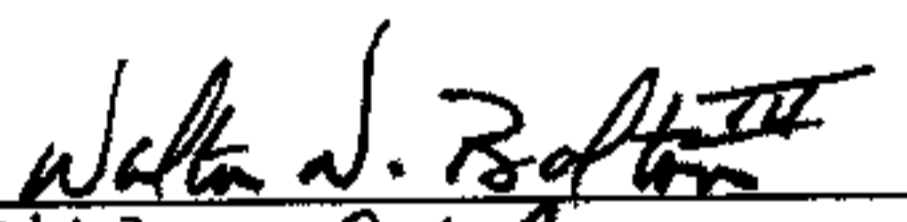
IN WITNESS WHEREOF, this instrument has been signed and sealed by the undersigned as of the day and year first above written.

BUCK CREEK INDUSTRIES, INC.

By:   
Title: President

OLIVER H. ROGERS  


NATIONSBANK OF GEORGIA, N.A.

By:   
Title: S. V. P.

ACKNOWLEDGMENT AND AGREEMENT OF DEBTOR

Borrower hereby acknowledges receipt of notice of consents to and agrees to be bound by the terms and provisions of the Intercreditor Agreement as they relate to the relative rights and priorities of Buck Creek, Rogers, and NationsBank.

DWB CARPET HOLDINGS, L.P.

By: DWB Carpet Holdings, Inc.  
General Partner

By: Bruce A. Williams

Title: VICE PRESIDENT

Attest: Thomas R. Tylman

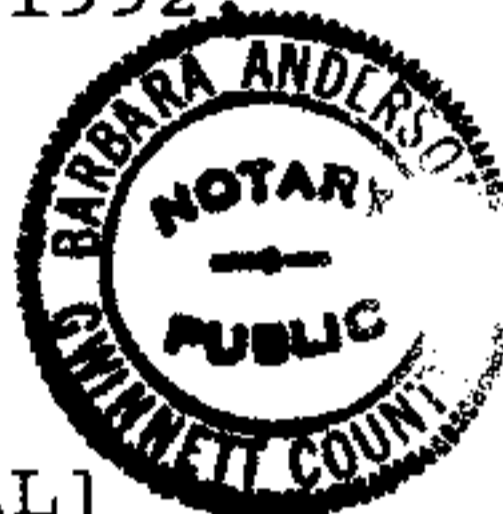
Title: SECRETARY / TREASURER

STATE OF GEORGIA )

COUNTY OF FULTON )

I, BARBARA ANDERSON, the undersigned, a Notary Public in and for said County in said State, hereby certify that OLIVER H. ROGERS, whose name as President of BUCK CREEK INDUSTRIES, INC., is signed to the foregoing instrument and acknowledged before me on this day and, being informed of the contents of the instrument, and OLIVER H. ROGERS, as such officer of BUCK CREEK INDUSTRIES, INC. and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 30<sup>th</sup> day of September, 1992.



[NOTARIAL SEAL]

My Commission Expires  
June 12, 1995.

Barbara Anderson  
NOTARY PUBLIC

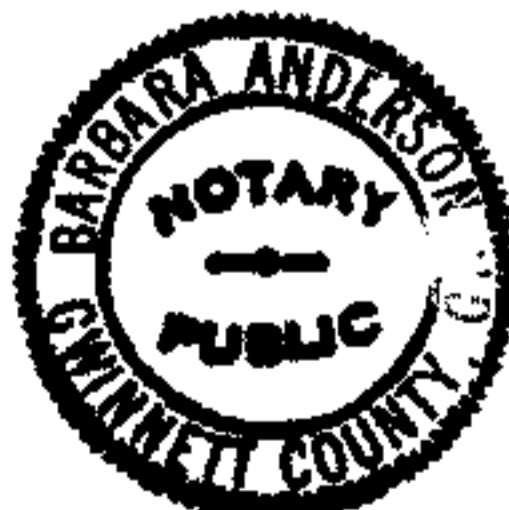
My Commission Expires: 6-12-95

STATE OF GEORGIA )

COUNTY OF FULTON )

I, BARBARA ANDERSON, the undersigned, a Notary Public in and for said County in said State, hereby certify that the name of OLIVER H. ROGERS is signed to the foregoing instrument and acknowledged before me on this day, and being informed of the contents of the instrument, OLIVER H. ROGERS executed the same voluntarily.

Given under my hand and official seal this the 30<sup>th</sup> day of September, 1992.



My Commission Expires  
June 12, 1995.

[NOTARIAL SEAL]

Barbara Anderson  
NOTARY PUBLIC

My Commission Expires: 6-12-95

STATE OF GEORGIA

COUNTY OF FULTON

I, Susan V. Bross, the undersigned, a Notary Public in and for said County in said State, hereby certify that Walter W. B. B. B. and N/A, whose name as Senior Vice President of NATIONSBANK OF GEORGIA, N.A. is signed to the foregoing instrument and acknowledged before me on this day and, being informed of the contents of the instrument, Walter W. B. B. B. as such officer of NATIONSBANK OF GEORGIA, N.A. and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 30th day of September, 1992.

Susan V. Bross  
NOTARY PUBLIC  
My Commission Expires:

Susan V. Bross  
600 Peachtree Street, NE

Atlanta, Georgia 30308-2216

Georgia, State at Large  
Cobb County, Georgia  
My Commission Expires January 12, 1996

[NOTARIAL SEAL]

STATE OF GEORGIA

COUNTY OF FULTON

I, Susan V. Bross, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bruce A. Williamson, whose name as Vice President of DWB Carpet Holdings, Inc., the sole general partner of DWB CARPET HOLDINGS, L.P., a Delaware limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, Bruce A. Williamson as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 30th day of September, 1992.

Susan V. Bross  
NOTARY PUBLIC  
My Commission Expires:

Susan V. Bross

600 Peachtree Street, NE  
Suite 5200

Atlanta, Georgia 30308-2216  
(404) 885-3000

Notary Public, Georgia, State at Large  
Appointed in Cobb County, Georgia  
My Commission Expires January 12, 1996

Inst # 1992-22092

[NOTARIAL SEAL]

10/02/1992-22092

02:54 PM CERTIFIED BY SHELBY COUNTY JUDGE OF PROBATE

008 KJS 24.00