100

"Bond Fund" shall mean the fund created and established hereunder with the Trustee in Section 6.01 hereof.

"Completion Date" shall mean the date on which the acquisition by construction and purchase of the Project is completed as certified in Section 4.04 of the Lease.

"Cost of the Project" shall mean and be deemed to include (a) obligations incurred for land, labor and materials and other expenses to contractors, builders and materialmen in connection with the acquisition, construction and installation of the Project; (b) the costs of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which are not paid by the contractor or contractors or otherwise provided for; (c) the expenses for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction, as well as for the performance of all other duties required by or reasonably necessary for the acquisition, construction and installation of the Project; (d) legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the issuance of the Bonds; (e) all other costs required to be paid under the terms of any contract or contracts for the acquisition, construction and installation of the Project; and (f) any sums required to reimburse the Tenant for advances made by it for any of the above items, or for any other work done by, and costs incurred by, the Tenant which are properly chargeable to a capital account with respect to the Project.

"County" shall mean Greenville County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"Event of Default" shall mean any one or more of the events enumerated in Section 11.02 hereof.

"Pacilities" shall mean (i) all buildings and appurtenances now or hereafter located on the Leased Land, including the building and appurtenances which are presently under construction or are to be constructed on the Leased Land from the proceeds of the Bonds, as they may at any time exist, including any air conditioning and heating systems (which shall be deemed fixtures); and (ii) all machinery, equipment, other fixtures or personal property including the machinery and equipment set forth in Exhibit B attached hereto (a) the acquisition of which was financed in whole or in part from the proceeds of the Bonds, or (b) which is installed in the foregoing buildings or on the Leased Land in substitution or replacement of machinery, equipment, fixtures or personal property described in the immediately preceding clause (a), or which was installed in the foregoing