

*Date of Completion or Completion Date:*

The terms "Date of Completion" or "Completion Date" shall mean the date on which the Company shall have complied in full with the provisions set forth in the last sentence of Section 5.12 and of Section 5.13.

*Default:*

The term "Default" shall mean any Event of Default or any event which, with the giving of notice, or the lapse of time, or the happening of any further condition, event or act, would constitute an Event of Default.

*Engineer:*

The term "Engineer" shall mean any Person, who is in fact independent (but such Person may be retained by the Company or any Affiliate) and is engaged in the engineering profession, appointed by the Board of Directors and acceptable to the Trustee.

*Event of Default:*

The term "Event of Default" shall mean any Event of Default specified in Section 8.01.

*Funded Debt; Current Debt:*

The term "Funded Debt" shall mean any obligation payable more than one year from the date of the creation thereof which under generally accepted accounting principles is shown on the balance sheet as a liability, and the term "Current Debt" shall mean any obligation for borrowed money (and any notes payable and drafts accepted representing extensions of credit, whether or not representing obligations for borrowed money) payable on demand or within a period of one year from the date of the creation thereof; *provided* that any obligation shall be treated as Funded Debt, regardless of its term, if such obligation is renewable pursuant to the terms thereof or of a revolving credit or similar agreement effective for more than one year after the date of the creation of such obligation, or may be payable out of the proceeds of a similar obligation pursuant to the terms of such obligation or any such agreement. Any obligation for borrowed money or for the deferred purchase price of property secured by a lien on