

"Completion Date" shall mean the date of completion of the acquisition, construction and installation of the Project, as that date shall be certified pursuant to Section 3.05 hereof.

"Corporate Office" shall mean the principal office of Cincinnati at which, at any particular time, its business and corporate records shall be principally administered and maintained.

"Cost" or "Cost of the Project" shall mean the cost of acquiring, by construction and purchase, the Project and shall be deemed to include, whether incurred prior to or after the date of this Agreement, (a) obligations of Cincinnati incurred for labor, materials and other expenses to contractors, builders and materialmen in connection with the acquisition, construction and installation of the Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which is not paid by the contractor or contractors or otherwise provided for; (c) the expenses of Cincinnati 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 in connection with the acquisition, construction and installation of the Project; (d) expenses of the Recipient, legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the Loan; (e) all other costs which Cincinnati shall be required to pay under the terms of any contract or contracts for the acquisition, construction or installation of the Project; (f) costs incurred by Cincinnati for the acquisition of the land upon which the Project is located; and (g) any sums required to reimburse Cincinnati for advances made by it for any of the above items, or for any other costs incurred by, and for work done by, Cincinnati which are properly chargeable to the capital account of the Project for federal income tax purposes or would be so chargeable either with a proper election by Cincinnati or but for a proper election by Cincinnati to deduct such amounts.

"Event of Default" shall mean, with reference to this Agreement, any of the occurrences described in Section 9.01 hereof.

"Grant" shall mean the Urban Development Grant Agreement, Number B-78-AB-45-0027, given by HUD to the Recipient.

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