

Indenture, (iii) utility, access and other easements and rights of way, flood rights, leases, subleases, restrictions and exceptions that an Authorized Corporation Representative certifies will not interfere with or impair the means of access to and egress from the Project, (iv) such minor defects, irregularities, encumbrances, easements, rights of way, and clouds on title as normally exist with respect to properties similar in character to the Project and do not, in the opinion of the Corporation as evidenced by a certificate of an Authorized Corporation Representative, impair the character or significance of the Project for the purpose for which it was designed or last modified and are not detrimental to the proper conduct of the business of the Corporation at the Project, and (v) any mortgage, lease or security interest with respect to machinery and equipment not constituting part of the Project.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision.

"Plans and Specifications" shall mean the plans and specifications prepared for the Project, on file at the Plant, as the same may be implemented and detailed from time to time and as the same may be revised from time to time prior to the completion of the acquisition, construction and installation of the Project in accordance with Section 3.07 of this Agreement. The Plans and Specifications shall be made available to the Lender and the Issuer for inspection at such times as the Lender or the Issuer may reasonably request.

"Plant" shall mean the manufacturing facility, of which the Project is a part, of the Corporation located in the jurisdiction of the Issuer.

"Principal Payment Date" shall mean any date on which the principal of the Note shall become due, whether at maturity or by prepayment or acceleration.

"Project" shall mean the building or buildings or other improvements located on the real property described on Exhibit A hereto and to the Indenture, and all personal property which may become fixtures described on Exhibit B hereto and to the Indenture.

"Qualifying Costs" shall mean those Costs of the Project which: (i) are not Neutral Costs; (ii) are for the acquisition of land or property of a character subject to the allowance for depreciation under IRC Section 167, and shall include all amounts paid or payable and incurred which

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