

"Corporation" shall mean American Fast Print Limited, a United Kingdom corporation, its successors and assigns.

"Cost" or "Cost of the Project" shall mean the cost of acquiring the Project and shall be deemed to include, whether incurred prior to or after the date of this Agreement, (a) the expenses of the Corporation for test borings, surveys, test and pilot operations, estimates, plans and specifications and preliminary investigations therefor, as well as for the performance of all other duties required by or reasonably necessary in connection with the acquisition of the Project; (b) compensation and expenses of the Lender and the Depositary, legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the execution and delivery of the Note; (c) all other costs which the Corporation shall be required to pay under the terms of any contract or contracts for the acquisition of the Project; (d) costs incurred by the Corporation for the acquisition of the land upon which the Project is located; and (e) any sums required to reimburse the Corporation for advances made by it for any of the above items, or for any other work done and costs incurred by the Corporation, which are for the acquisition of land or property of a character subject to the allowance for depreciation provided for under IRC Section 167 included in the Project.

"Depositary" shall mean Southern Bank and Trust Company, a banking association, organized and existing under the laws of the State of South Carolina.

"Determination of Taxability" shall mean (a) the issuance of a statutory notice of deficiency by the Internal Revenue Service which holds in effect that the interest paid or payable on any portion of the Note is includable in the gross income of a Holder or former Holder thereof as a result of either (i) the limitations prescribed in IRC Section 103(b)(6)(D) having been exceeded or (ii) any other action or failures to act by the Corporation; (b) the issuance of a statement by the Corporation to the effect that it has exceeded or intends to exceed the maximum amount of capital expenditures permitted under IRC Section 103(b)(6)(D); or (c) the receipt of an opinion by the Lender from Bond Counsel stating that the interest on the Note has become includable in the gross income of a Holder thereof for any reason other than that such Holder is a substantial user of the Project or a related person within the meaning of IRC Section 103(b)(13); provided, nevertheless, that no Determination of Taxability under clauses (a) and (c) hereof shall occur if there is available to the Corporation, either directly or with the cooperation of the Holder or former Holders of the Note, a protest being actively prosecuted in good faith by the Corporation which, if successful, would