9.5 "Default" shall mean any "Default" as defined in the Loan Agreement, the Bank Credit Agreement or the Senior Note Indenture.

9.6 "Event of Default" shall mean any "Event of Default" as defined in the Loan Agreement, the Bank Credit Agreement or the Senior Note Indenture.

9.7 "Holders" shall have the meaning specified in the first Paragraph hereof.

9.8 "Intercreditor Agreement" shall have the meaning specified in the Loan Agreement.

9.9 "Leases" shall have the meaning specified in Paragraph 3.1 hereof.

9.10 "Lenders" shall have the meaning specified in the first Paragraph hereof.

9.11 "Lenders' Agent" shall have the meaning specified in Paragraph A of the Recitals in this Mortgage.

9.12 "Lien" shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing, and any filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

9.13 "Loan Agreement" shall have the meaning specified in Paragraph A of the Recitals in this Mortgage.

9.14 "Merger Subsidiary" shall have the meaning specified in Paragraph A of the Recitals in this Mortgage.

9.15 "Mortgage" shall have the meaning specified in the first Paragraph hereof.

9.16 "Mortgaged Property" shall have the meaning specified in Paragraph 1.1 hereof.

9.17 "Mortgagee" shall have the meaning specified in the first Paragraph hereof.

9.18 "Mortgagor" shall have the meaning specified in the first Paragraph hereof.