Cut-off Date:

The term "Cut-off Date" shall mean the last day of the fiscal quarter in which all rights, powers, duties and obligations of the Company and the Trustee under the Assignment shall have terminated as provided in Article Five of the Assignment.

Debt:

See definition of "Funded Debt".

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 of the Company) 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; 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 (excluding reserves for deferred income taxes and other reserves to the extent that such reserves do not constitute an obligation), plus (without duplication) amounts equal to the aggregate net rentals (after making allowance for any interest, taxes or other expenses included therein) payable more than one year from the date of the creation thereof under any lease (whether or not such rentals accrue and become payable only on an annual or other periodic basis) which lease (i) constitutes the substantial equivalent of a purchase of the property subject to such lease, or (ii) has an initial term materially less than the useful life of such property and provides that the lessee has the option to renew such lease for the remaining useful life of such property at a rental which, at the inception of such lease, appears to be substantially less than the fair rental value of such