m 1070

O·

connection with the acquisition, construction and installation of the Project; (b) the costs of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the Project which are not paid by the contractor or contractors or otherwise provided for; (c) the expenses 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 for the acquisition, construction and installation of the Project; (d) legal, accounting, financial and printing expenses, fees and all other expenses incurred in connection with the issuance of the Bonds; (e) all other costs required to be paid under the terms of any contract or contracts for the acquisition, construction and installation of the Project; and (f) any sums required to reimburse the Tenant for advances made by it for any of the above items, or for any other work done by it for any of the above items, or which are properly chargeable to a capital account with repsect to the Project.

"County" shall mean Greenville County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina, and its successors and assigns.

"Event of Default" shall mean an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default as defined in Section 11.01 hereof.

"Facilities" shall mean (i) all buildings and appurtenances now or hereafter located on the Leased Land, including the building and appurtenances which are presently under construction or are to be constructed on the Leased Land from the proceeds of the Bonds, as they may at any time exist, including any air conditioning and heating systems (which shall be deemed fixtures); and (ii) all machinery, equipment, other fixtures or personal property including the machinery and equipment set forth in Exhibit B attached hereto (a) the acquisition of which was financed in whole or in part from the proceeds of the Bonds, or (b) which is installed in the foregoing buildings or on the Leased Land in substitution or replacement of machinery, equipment, fixtures or personal property described in the immediately preceding clause (a), or which was installed in the foregoing buildings or on the Leased Land in substitution for or replacement of other such substitutions or replacements.

"Indenture" shall mean the Indenture of Mortgage and Deed of Trust between the County and the Trustee, dated as of April 1, 1978, including any indentures supplemental thereto or amendatory thereof as therein permitted.