

"Deposited Cash" means cash deposited with, or paid to, the Corporate Trustee under the provisions of Sections 4.01, 7.12, 10.02 and 10.03 hereof, but, in the absence of an Event of Default, shall not include the net profit resulting from, or interest or other income produced from, investment of Deposited Cash pursuant to Section 20.02 hereof.

"Event of Default" means any act or occurrence of the character specified in Section 12.01 hereof.

"Executive Officer" means, with respect to any corporation, the Board Chairman, the President, the Executive Vice President, any other Vice President or the Treasurer of such corporation.

"Fair Value," when used with respect to any property or properties, means the fair value of the parcel of land, buildings and improvements thereon, as shown on a Current M.A.I. Appraisal.

"Grant" means grant, bargain, sell, alienate, mortgage, pledge, deposit, convey, assign, transfer and set over and the term "Granted" has the meaning correlative to the foregoing.

"Indenture" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof.

"Independent", when applied to any described person, shall mean such person who (1) is in fact independent, (2) does not have any substantial interest, direct or indirect, in the Company or a Subsidiary or in any other obligor upon the Bonds or in any Affiliate of the Company or a Subsidiary or of any such other obligor, and (3) is not connected with the Company or a Subsidiary or any such other obligor or any Affiliate of the Company or a Subsidiary or of any such other obligor, as an officer, employee, promoter, underwriter, trustee, partner, director or person performing similar functions. Whenever it is herein provided that any such independent person's opinion or certificate shall be furnished to the Corporate Trustee, such person shall be appointed by the Company and approved by the Corporate Trustee in the exercise of reasonable care and such opinion or certificate shall state that the signer is "Independent" within the meaning thereof.

"interest payment date" means the Stated Maturity of an instalment of interest on the Bonds.

"Lessor" shall mean any lessor of a parcel or parcels of land which are leased by the Company or a Consolidated Subsidiary under a lease wherein such lessor agrees to subordinate his interest therein to the Lien of this Indenture as security for all the Bonds.

"Lien of this Indenture" and terms of like import mean the security title or other interest or charge Granted to the Trustees by this Indenture or any deed to secure debt (including the after-acquired property clauses hereof) or by any subsequent Grant hereunder or pursuant hereto or by any deed to secure debt to the

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