

"Fixed Rate" means the fixed interest rate as may be in effect on the Bonds from and after the Conversion Date, as said rate is determined in accordance with Section 2.02(E) of the Indenture.

"Floating Rate" means the interest rate in effect on the Bonds from the Closing Date until (but not including) the earlier of (i) the effective date of an Alternate Rate Option Notice or (ii) the Conversion Date, as said rate is determined in accordance with Section 2.02 (C) of the Indenture.

"Fundamental Documents" shall have the meaning ascribed to it in the Loan Agreement.

"Governmental Obligations" means any of the following which are noncallable:

(a) direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America; and

(b) bonds, debentures or notes issued by Federal National Mortgage Association, Government National Mortgage Association, Federal Financing Bank, Federal Farm Credit Banks, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration, Federal Home Loan Mortgage Association or any other comparable federal agency hereafter created to the extent that said obligations are unconditionally guaranteed by the United States of America.

"Indenture" means that certain bond Indenture, dated as of August 28, 1984, by and between the Issuer and the Trustee, pursuant to which the Bonds are authorized to be issued, and any amendments and supplements thereto.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and who is not a full-time employee, director, officer, or partner of Issuer, Company, Trustee or Agent.

"Initial T-Bill Percentage" shall mean the T-Bill Percentage set forth in the Alternate Rate Option Notice.

"Investment" shall have the meaning ascribed to it in the Loan Agreement.