

"Agreement" means the Loan Agreement dated as of this date between Issuer and Company, and any amendments and supplements thereto.

"Alternate Floating Rate" shall mean the interest rate in effect on the Bonds from the effective date of the Alternate Rate Option Notice until (but not including) the Conversion Date, as said rate is determined in accordance with Section 2.02(D) hereof.

"Alternate Rate Option Notice" shall mean the notices delivered by the Company pursuant to, and in accordance with the provisions of, Section 6.8 of the Agreement.

"Ancillary Documents" means, collectively, (i) the Asset Purchase Agreement and (ii) the Tax Sharing Agreement as defined in the Loan Agreement; and "Ancillary Document" means any one of the Ancillary Documents.

"Asset Purchase Agreement" means the Asset Purchase Agreement dated May 13, 1984, upon the terms of which Company has agreed to purchase substantially all the assets of the former Edgcomb Metals Company.

"Authorized Investments" shall mean (i) Government Obligations, (ii) repurchase agreements with banks described in (iv) hereof, or with government bond dealers recognized as primary dealers by the Federal Reserve Bank of New York, in each case which are secured by securities described in clause (i) above; (iii) bank savings accounts and negotiable and non-negotiable certificates of deposit, including those issued by the Trustee or the Agent which are either insured by the Federal Deposit Insurance Corporation or are fully secured by Government Obligations; (iv) unsecured promissory notes of any banking institution, trust company or bank holding company equal in dignity to such entity's outstanding unsecured long term debt which is rated in the highest rating category available by S&P's or Moody's;

"Automatic Conversion Date" means the interest payment date immediately preceding the Letter of Credit termination date.

"Available Moneys" means (a) with respect to any payment date occurring during the term of the Letter of Credit, (i) moneys drawn under the Letter of Credit when drawn, or (ii) moneys deposited into the Bond Fund pursuant to Section 6.02(a) and (b) hereof or moneys deposited directly by Company with Trustee, in any such case, which moneys have been on deposit with Trustee for at least 120 days during and prior to which no Act of Bankruptcy shall have occurred, or (iii) the proceeds of the sale of refunding obligations, if, in the opinion of nationally recognized counsel experienced in bankruptcy matters, the application of such moneys will