

the Lender or Depositary) as escrow agent or custodian, of a market value not less than the amount, including interest, of the certificates so secured: (vii) certificates of deposit or other obligations of banks or trust companies (including the Lender or Depositary) organized under the laws of the United States of America or any state thereof, to the extent such certificates or other obligations are insured by an agency of the United States of America; and (viii) any other investment permitted by law.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision.

"Plans and Specifications" shall mean the plans and specifications prepared for the Project, on file at the Corporate Office, as the same may be implemented and detailed from time to time and as the same may be revised from time to time prior to the completion of the acquisition, construction and installation of the Project in accordance with Section 3.07 of the Agreement.

"Prime Rate" shall mean that interest rate so denominated and set by Wachovia Bank and Trust Company, N.A. (the "Lender") from time to time as an interest rate basis for borrowings. The Prime Rate is one of several interest rate bases used by the Lender. The Lender lends at interest rates above and below the Prime Rate. All changes in the Prime Rate shall be effective on the date of each change.

"Principal Payment Date" shall mean any date on which any of the principal of the Note or any portion thereof shall become due, whether at maturity or by prepayment or acceleration.

"Project" shall mean the land described on Exhibit A hereto and to the Agreement and any building or buildings and other improvements thereon, the items of personalty described on Exhibit B hereto and to the Agreement and all other machinery, apparatus, equipment, fixtures and personal property (i) the acquisition of which was purchased in whole or in part from the proceeds of the Note and (ii) any modifications thereof, substitutions therefor and additions thereto and excluding deletions therefrom and the Corporation's own machinery and equipment installed under the provisions of Section 8.03 of the Agreement.

"Qualifying Costs" shall mean those Costs of the Project which: (i) are not Neutral Costs; (ii) are for the acquisition of land or property of a character subject to the allowance for depreciation under IRC Section 167, including all amounts paid or payable and incurred which are chargeable to the capital account for the Project or which