

comprising a part thereof), owned or leased on the first date on which a debt security is authenticated by the trustee or thereafter acquired or leased by the Guarantor or any Restricted Subsidiary, other than (a) any property which the Board of Directors determines is not of material importance to the total business conducted, or assets owned, by the Guarantor and its Subsidiaries, as an entirety, or (b) any portion of any such property which the Board of Directors determines not to be of material importance to the use or operation of such property, and

- any shares or Indebtedness issued by any Restricted Subsidiary

- "Manufacturing plant" does not include any plant owned or leased jointly or in common with one or more persons other than the Guarantor and its Restricted Subsidiaries in which the aggregate interest of the Guarantor and its Restricted Subsidiaries does not exceed 50% "Manufacturing equipment" means manufacturing equipment in such manufacturing plants used directly in the production of the Guarantor's or any Restricted Subsidiary's products and does not include office equipment, computer equipment, rolling stock and other equipment not directly used in the production of the Guarantor's or any Restricted Subsidiary's products

"RESTRICTED SUBSIDIARY" means any Subsidiary substantially all the property of which is located within the continental United States, other than

- a Subsidiary primarily engaged in financing, including, without limitation, lending on the security of, purchasing or discounting (with or without recourse) receivables, leases, obligations or other claims arising from or in connection with the purchase or sale of products or services,

- a Subsidiary primarily engaged in leasing or insurance, or

- a Subsidiary primarily engaged in financing the Guarantor's or any Restricted Subsidiary's operations outside the continental United States

"SALE AND LEASEBACK TRANSACTION" means any arrangement with any person providing for the leasing by the Guarantor or any Restricted Subsidiary of any Principal Property of the Guarantor or any Restricted Subsidiary whether the property is now owned or hereafter acquired which Principal Property has been or is to be sold or transferred by the Guarantor or the Restricted Subsidiary to such person. However, the following shall not be Sale and Leaseback Transactions

- leases for a term of not more than three years,

- leases between the Guarantor and a Restricted Subsidiary or between Restricted Subsidiaries, and

- leases of property executed prior to, at the time of, or within one year after the later of, the acquisition, the completion of construction, including any improvements or alterations on real property, or the commencement of commercial operation, of the property

"SECURED INDEBTEDNESS" of any corporation means Indebtedness secured by any Lien upon property (including Shares or Indebtedness issued by any Restricted Subsidiary) owned by the Guarantor or any Restricted Subsidiary

"SUBSIDIARY" means any corporation a majority of the voting shares of which are at the time owned