

IN TRUST, nevertheless, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all holders of the bonds and interest coupons issued or to be issued under and secured by this Indenture (except as otherwise required by Section 8.16 hereof), without preference, priority or distinction as to lien or otherwise of any of the bonds or coupons over any of the others by reason of the date of maturity thereof, or for any other reason whatsoever, subject, however, to the provisions of this Indenture and of any supplemental indenture relating to any sinking fund or similar fund for the benefit of the bonds of any particular series issued under this Indenture.

Provided, however, that if the Company, its successors or assigns, shall well and truly pay or cause to be paid the principal of the bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the bonds and the interest coupons appertaining to coupon bonds, respectively, according to the true intent and meaning thereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise, this Indenture to be and remain in full force and effect.

THIS INDENTURE FURTHER WITNESSETH and it is expressly declared that all bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property hereby mortgaged or pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed and the Company has agreed and covenanted and does hereby agree and covenant with the Trustees and with the respective holders, from time to time, of the said bonds or coupons or any part thereof as follows, that is to say:

ARTICLE ONE.

Definitions.

SECTION 1.01. As hereinafter used in this Indenture each of the following terms shall be construed to have the meaning hereinafter specified respectively, unless otherwise clearly indicated by the context.

AVAILABLE BONDS:

Bonds issued under and secured by the lien of this Indenture, together, in the case of coupon bonds, with all unmatured coupons appertaining thereto, which have been purchased or redeemed by the Company but have not been either (a) redeemed by the use of any money deposited with the Trustee for the purpose of any sinking fund; (b) purchased or redeemed with the proceeds of the sale or taking of, or with insurance moneys resulting from damage to or destruction of, any of the mortgaged property, or with moneys deposited with the Trustee to offset a maintenance deficit; or (c) theretofore used as the basis for the issue of bonds under Article Five, or delivered to the Trustee in lieu of payments for any sinking fund, or to offset any maintenance deficit, or credited under any other requirement hereof.

Bonds and coupons for the redemption of which moneys shall have been or are concurrently being deposited with the Trustee shall be deemed to have been redeemed within the meaning of this definition, provided that notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made therefor or such notice shall have been waived.

COMPANY: