

be deemed to mean and refer to the Company and any other obligor on the bonds secured hereby,

The term "the Trustees" shall mean the parties of the second part hereto, GUARANTY Trust COMPANY of New York and Oliver R. Brooks, and, subject to the provisions of Article XVII hereof, shall also include their respective successors and assigns.

The term "the Corporate Trustee" shall mean Guaranty Trust Company of New York, and, subject as aforesaid, shall also include its successors and assigns. The term "the Co-Trustee" shall mean Oliver R. Brooks, and, subject as aforesaid, shall also include his successors and assigns. The term "Trustee", when used in the singular, shall mean the Corporate Trustee or the Co-Trustee, or any separate trustee or co-trustee appointed as in this Indenture provided. The term "the Original Corporate Trustee" shall mean Guaranty Trust Company of New York. The term "the Original Co-Trustee" shall mean Oliver R. Brooks.

The term "this Indenture" or "the Mortgage" (the latter being referred to in the general forms of bonds) shall mean this instrument and all indentures supplemental hereto.

The terms "the Lien hereof" and "The Lien of this Indenture" shall mean the lien created by these presents (including the afteracquired property clauses hereof) and the lien created by any subsequent conveyance or delivery to or pledge with the Trustees or either of them hereunder (whether made by the Company or any other corporation or any individual or co-partnership) effectively constituting any property a part of the security held by the Trustees or either of them upon the terms and trusts and subject to the covenants, conditions and uses specified in this Indenture.

The term "the Mortgaged and Pledged Property" shall mean as of any particular time the property (including securities and other personal property) which at said time is subject or intended to be subject to the Lien of this Indenture, whether such lien be created by these presents (including the after-acquired property clauses hereof) or by subsequent conveyance or delivery to or pledge with the Trustees or either of them hereunder or otherwise.

The term "Outstanding", subject to the provisions of Sections 71 and 113 hereof, shall mean as of any particular time with respect to bonds issued or issuable under this Indenture all bonds which theretofore shall have been authenticated and delivered by the Corporate Trustee under this Indenture, except (a) bonds theretofore paid, retired, redeemed, discharged or canceled; (b) bonds for the purchase, payment or redemption of which money in the necessary amount shall have been deposited with or shall then be held by the Corporate Trustee with irrevocable direction so to apply the same, provided that, in the case of redemption, the notice required by Article X hereof shall have been given or have been provided for to the satisfaction of the Corporate Trustee; (c) bonds deposited with or held in pledge by the Corporate Trustee under any of the provisions of this Indenture, including any so held under any sinking or other fund; and (d) bonds authenticated and delivered hereunder, upon transfer of which or in exchange or substitution for and/or in lieu of which other bonds have been authenticated and delivered under any of the provisions of this Indenture. Notwithstanding the foregoing provision of this paragraph for the purpose of determining the right of bondholders to annul a declaration and destroy its effect under Section 67 hereof and for the purpose of determining the right of bondholders to direct the Trustees under Section 71 hereof, and under other provisions of this Indenture relating to the right of bondholders to direct the Trustees, and solely for such purposes, bonds in exchange or substitution for and/or in lieu of which other bonds have been authenticated and delivered under Section 16 hereof and which have not been surrendered to the Corporate Trustee for cancellation, shall be deemed to be Outstanding.