

specific interest installments shall not be deemed to be part of the mortgaged property or trust estate.

§ 1.03. (a) The terms "Board of Directors" and "Board" shall mean the Board of Directors or the Executive Committee of the Board of Directors of the Company. The term "certified resolution" or "resolution of the Board," shall mean a copy of a resolution or vote of the Board of Directors certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by said Board and to be in full force and effect on the date of such certification.

(b) The terms "application of the Company", "request of the Company", "consent of the Company", "certificate of the Company" and "statement of the Company" shall mean, respectively, a written application, request, consent, certificate or statement signed on behalf of the Company by the President or a Vice President and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company. Any such application or request may be combined in a single instrument with any such certificate and in so far as any such certificate (or application or request, in case no separate certificate is herein provided for) relates to conditions precedent provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent) which relate to the authentication and delivery of Bonds hereunder, to the release or release and substitution of property subject to the lien of this Indenture, to the satisfaction and discharge of this Indenture, or to any other action to be taken by the Trustee at the request or on the application of the Company, as the case may be, shall, if required by paragraph (g) of this § 1.03, contain the statements provided for in said paragraph.

Any certificate or statement of the Company may be based, in so far as it relates to legal matters, upon an opinion of, or representations by, counsel, unless the officer or officers signing such certificate or statement knows that the opinion or representations with respect to the matters upon which said certificate or statement may be based as aforesaid are erroneous, or, in the exercise of reasonable care, should have known that the same were erroneous.

intermediaries, whether through the ownership of voting securities, by contract or otherwise. The terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

(e) The term "person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, an unincorporated organization or a government or a political subdivision thereof.

(f) The term "Trustee" shall mean J. P. Morgan & Co. Incorporated and shall include its successor or successors in trust hereunder as provided in Article 15 hereof.

(g) The words "Bond", "Bondholder" or "bondholder" and "holder" shall include the plural as well as the singular number, and the words "Bondholder" or "bondholder" and "holder" shall include both the bearer of a coupon Bond not registered as to principal and the registered owner of a registered Bond without coupons or of a coupon Bond registered as to principal. The term "Bond" or "Bonds" shall mean the bonds or one of the bonds issued and to be issued under this Indenture.

(h) The terms "herein", "hereby", "hereunder", "hereof", "hereto", "hereinafter", "hereinafter" and words of similar import shall be held and construed to refer to this Indenture and not to a particular Article, section or other portion thereof.

(i) The term "Indenture" shall mean, this instrument, dated as of March 1, 1951, and all indentures supplemental hereto.

(j) The term "fiscal year of the Company" shall mean, unless and until the Company shall otherwise advise the Trustee in writing, the twelve months' period commencing January 1 in each calendar year.

(k) The terms "mortgaged property" or "trust estate" shall mean as of any particular time the property which at said time is covered or intended to be covered by the lien of this Indenture. Moneys held by the Trustee in any sinking fund, purchase fund or other analogous fund for the benefit of a specific series of Bonds, or in trust for the payment, at maturity or on a date fixed for redemption, of specific Bonds and moneys held by the Trustee for the payment of