

The Company may, however, expressly convey, mortgage, assign, transfer, deposit or pledge to or with the Trustee any of the Excepted Property, which shall thereupon cease to be Excepted Property.

TO HAVE AND TO HOLD all and singular the Trust Estate whether now owned or held or hereafter acquired, unto the Trustee, its successors and assigns forever.

IN TRUST NEVERTHELESS, WITH POWER OF SALE, upon the terms and trusts herein set forth for the equal and proportionate benefit and security of all present and future holders of the Bonds issued and to be issued by the Company, without preference of any Bonds over any other, and for enforcement of the payment of the Bonds, in accordance with their terms, and all other sums payable hereunder or on the Bonds, and for the performance of and compliance with the obligations, covenants and conditions of this Indenture, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Bonds are to be issued and secured, and that the Trust Estate is to be held by the Trustee, upon and subject to the covenants, conditions, uses and trusts set forth in this Indenture.

#### ARTICLE I

##### Definitions

The Company and the Trustee agree that, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified, such definitions to be applicable equally to the singular and the plural forms of such terms:

SECTION 1.1. The term "Board of Directors" means either the Board of Directors of the corporation referred to or any committee of said Board of Directors, however designated, authorized to exercise the powers of said Board of Directors in respect of the matters in question.

SECTION 1.2. The term "Certified Resolution" means, with respect to any corporation, a copy of a resolution certified by the Secretary or an Assistant Secretary of such

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