same extent as if such property were part of the trust estate, unless and until such default shall be remedied and possession of the trust estate restored to the Company, its successors or assigns.

To Have and to Hold all said properties, real, personal and mixed, mortgaged, pledged and conveyed by the Company as aforesaid, or intended so to be, unto the Trustees, and each of them and their successors in the trust and their assigns forever;

Subject, However, to the exceptions and reservations and matters herein recited, to liens upon rights-of-way for pipe line purposes, as hereinafter in Article 1 defined, and to other permitted liens and to existing construction liens, as hereinafter in Article 1 defined, and subject also to easements for streets, alleys, highways, railroad purposes and other rights-of-way on, over or under certain of the property herein described, and to all the terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds or other instruments respectively under and by virtue of which the Company now owns or may hereafter acquire any property or right of occupancy or use subject to the lien hereof;

In Trust, Nevertheless, 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 and coupons issued and to be issued hereunder, or any of them, without preference, distinction, or priority as to lien or otherwise of any of the Bonds and coupons of any particular series over any other Bond or coupon of such series or over any Bond or coupon of any other series, by reason of priority in the time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as herein otherwise expressly provided;

Provided, However, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid, or shall make provision in the manner provided in Article 18 for payment, unto the holders of the Bonds the principal and interest (and premium, if any) to become due in respect thereof at the times

and in the manner stipulated therein and herein, and shall keep, perform and observe all and singular the covenants and promises in the Bonds and coupons and in this Indenture expressed as to be kept, performed and observed by or on the part of the Company, then this Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to remain in full force and effect;

And It Is Hereby Covenanted, Declared and Agreed, by and between the parties hereto, that all the Bonds and coupons are to be issued, authenticated and delivered, and that all the trust estate is to be held and applied subject to the further covenants, conditions, uses and trusts hereinafter set forth; and the Company, for itself and its successors, does hereby covenant and agree to and with the Trustees and their successors in said trust, for the benefit of those who shall hold the Bonds and coupons, or any of them, as follows:

ARTICLE 1.

Definitions.

Unless the context otherwise specifies or requires, the terms defined in this Article 1 shall, for all purposes of this Indenture and of all indentures supplemental hereto hereafter entered into in accordance with the provisions hereof, have the meanings herein specified, the following definitions to be equally applicable to both the singular and plural forms of any of the terms herein defined.

Accountant:

The term "accountant" shall mean an individual or a copartnership or a corporation engaged in accounting work or business, whether or not employed by or in any way affiliated with the Company.

Acquired system:

The term "acquired system" shall mean any property purchased or acquired by the Company, which within six months prior to the date of purchase or acquisition thereof by the Company has been used or operated as a unit by a person or persons other than the Company