8.3 33 and conditions in the Original Indenture, as supplemented by this First Supplemental Indenture, and in this First Supplemental Indendeclared and provided, and agree to perform the same upon the terms ture set forth, but only upon the following terms and conditions: described in the within-mentioned Indenture Attest: Dated : Secretary. imprinted hereon) and attested by its Secretary or an SECTION 3.01. The Trustees hereby accept the trusts hereby This Bond is one of the Bonds, of the series designated therein, be protected by, where and to the full extent that the same are (a) The Trustees shall be entitled to, may exercise, and shall [FORM OF TRUSTEE'S CERTIFICATE] Secretary. THE TRUSTEES. ARTICLE 3 BANKERS TRUST COMPANY, MAPCO INC. 32 By By Authorized Officer. as Trustee; President. Assistant Secritor 4.03. This First Supplemental Indenture shall become void when the Indenturie shall be void. does and will forever warrant and defend its title to the mortgaged property against the claims and demands of all persons whomsoever. Trustee pursuant to any provision of the Indenture and permitted liens and as set forth in the Granting Clauses hereof. The Company hereby construction liens and judgment liens with respect to which cash in an amount equal to the aggregate of which has been deposited with the thereon or affecting the title thereto prior to the Indenture, except and clear of any deed of trust, morigage, lien, charge or encumbrance property is, at the actual date of the execution and delivery hereof, free to mortgage, pledge and assign all of the mortgaged property as provided in this First Supplemental Indenture; and the mortgaged amended, except in cases where the context clearly indicates otherwise. confirmed. All terms used in this First Supplemental Indenture shall shall be construed as an instrument supplemental to the Original Inden-ture, and shall form a part thereof, and the Original Indenture is hereby be taken to have the same meaning as in the Original Indenture, as Secretor 4.02. The Company has good right and lawful authority SECTION 4.01. This First Supplemental Indenture is executed and all of which recitals are made by the Company solely. the Company or for or in respect of the recitals contained herein, First Supplemental Indenture or the due execution hereof by whatsoever for and in respect of the validity or sufficiency of this sions concerning the same were incorporated at length in this applicable, all the rights, powers, privileges, immunities and exemptions provided in the Original Indenture as if the provi-First Supplemental Indenture. (b) The Trustees shall not be responsible in any manner ·21 MISCELLANEOUS PROVISIONS ARTICLE 4 23