

## MORTGAGE RECORD 85

with the New York Trustee hereunder, and to receive and use the rents, issues, income, revenues, earnings and profits therefrom;  
AND UPON THE TRUSTS, USES AND PURPOSES and subject to the covenants, agreements and conditions hereinafter set forth and declared.

## ARTICLE ONE

## CERTAIN DEFINITIONS: AND EFFECT OF INSTRUMENTS FILED WITH TRUSTEES

**Section 1. General Terms.** In these presents, for all purposes of this Indenture, unless the context otherwise requires:

A. "Company" shall mean and include not only The Gas Service Company, the party of the first part hereto, but also any successor corporation which shall become such in the manner prescribed in Article Thirteen.

B. "Trustees", "New York Trustee" and "Missouri Trustee" shall mean, respectively, the Trustee, New York Trustee or Missouri Trustee under this Indenture for the time being, including not only The Commercial National Bank and Trust Company of New York and Commerce Trust Company, the parties of the second part hereto, but also any successor Trustee which or who shall become such in the manner prescribed in Section 140 or 141.

C. "Resolution of the Board" shall mean a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company under its corporate seal to have been duly adopted by the Board of Directors of the Company, at a meeting thereof duly called and held and at which a quorum was present, and to be still in full force and effect.

D. "Written Order of the Company", "Written Request of the Company", and "Written Consent of the Company" shall mean, respectively, a written order, request or consent signed in the name of the Company by the President or a Vice President and by the Treasurer or an Assistant Treasurer of the Company. "Certificate of the Company" shall mean a written certificate signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer of the Company, wherein the persons signing shall certify to the correctness of the statements therein contained. Every such certificate furnished pursuant to any provision hereof shall include the statements required by Paragraph P of this Section.

E. "Opinion of Counsel" shall mean a written opinion of counsel selected by the Company, who may be counsel for the Company, and who shall be approved by the New York Trustee. Every such opinion furnished pursuant to any provision hereof shall include the statements required by Paragraph P of this Section.

F. "Bond", "Bondholder", and "holder" shall include the plural as well as the singular number, and vice versa, unless otherwise expressly indicated, and "Bondholder" and "holder" shall include both the bearer of a Bond not registered as to principal and the registered owner of a Bond registered as to principal; and "registered owner" shall include not only the person in whose name any Bond shall be registered as to principal, but also the executors, administrators or other legal representatives of such person.

G. The words "Bonds outstanding under this Indenture" or "Bonds outstanding hereunder", or words of similar import, shall mean, as of any particular time, all Bonds theretofore authenticated and delivered hereunder and not cancelled by the New York Trustee at or before such time, excepting however, Bonds for whose payment redemption or other retirement sufficient cash shall be deposited in trust with the New York Trustee at or prior to such time with irrevocable direction so to apply the same, and excepting also Bonds in lieu of which Bonds have been authenticated and delivered as provided in Section 14; provided, however, that Bonds owned legally or equitably by the Company or by any Related Company, as hereinbelow defined, shall not be deemed to be "outstanding" for the purpose of computing the amount of Bonds in respect of which any demand, request, consent, waiver, vote or notice provided for herein may be given, except that any Bond pledged by the Company or any Related Company as security for loans or other obligations, if the pledgee is neither the Company nor a Related Company and if the pledgee is entitled and free to exercise all rights hereunder in respect of such Bond in his discretion, uncontrolled by the Company or any Related Company, shall be deemed to be outstanding for the purpose of any such computation, and the Trustees shall be entitled conclusively to rely upon a Certificate of the Company as to any Bonds so owned, held or pledged. The word "amount", when used with relation to the amount of any bonds or obligations, shall mean the principal amount of such bonds or obligations.

H. "Subsidiary" shall mean any corporation more than 50% of whose issued and outstanding shares having ordinary voting power for the election of directors (whether or not at the time stock of any other class of classes shall or might have voting power by reason of the happening of any contingency) shall at the time be owned legally or equitably by the Company and/or by one or more Subsidiaries as said term is herein defined.

I. "Related Company" shall mean and include (1) any corporation or person directly or indirectly owning 30% or more of any class of issued and outstanding capital stock of the Company, (2) any corporation 30% or more of any class of issued and outstanding capital stock of which shall be owned by the Company directly or indirectly, and (3) any corporation 30% or more of any class of issued and outstanding capital stock of which shall be owned directly or indirectly by any corporation or person of the character described in Clause (1) of this Paragraph. For the purpose of the foregoing definition, "ownership" shall be deemed to include any vested or contingent legal or equitable interest in such capital stock other than the interest of a pledgee therein.

J. The term "corporation" shall also include voluntary associations, joint stock companies and other similar organizations.

K. "Event of Default" shall mean one of the events described in Section 105.

L. Wherever in this Indenture it is provided or permitted that there be deposited with or held in trust by the New York Trustee or other person cash sufficient to pay or redeem any bonds, obligations or other indebtedness, the amount of cash so to be deposited or held shall be the principal amount of such bonds, obligations or other indebtedness and all unpaid interest thereon to maturity, unless said bonds, obligations or other indebtedness are redeemable and are to be redeemed prior to maturity and there shall be furnished to the New York Trustee proof satisfactory to it that notice of such redemption on a specified redemption date has been duly given or provision satisfactory to the New York Trustee shall be made for such notice, in which case the amount of cash so to be deposited or held shall be the principal amount of such bonds, obligations or indebtedness and interest thereon to the redemption date, together with the redemption premium, if any.

M. All references herein to "Articles", "Sections" and other subdivisions are to the corresponding Articles, Sections or other subdivisions of this Indenture; and the words "herein", "hereof", "hereby", "hereunder", "hereinbefore" and "hereinafter" and other equivalent words refer to this Indenture and not to any particular Article, Section or other subdivision hereof.

N. An "application" for the authentication and delivery of Bonds, or the release of property, or the withdrawal of cash, under any Article of this Indenture, shall consist of, and shall not be deemed complete until the New York Trustee shall have been furnished with, such resolutions, certificates, opinions, cash, Bonds and other instruments as are required by such Article to establish the right of the Company to the authentication and delivery of such Bonds, or to such release or to such withdrawal, as the case may be, and the date of such application shall be deemed to be the