

hereof; and in trust for enforcing payment of the principal of the Bonds and of the interest thereon, according to the tenor, purport and effect of the Bonds and coupons and of this Indenture, and for enforcing the terms, provisions, covenants and stipulations herein and in the Bonds set forth,

UPON CONDITION that, until the happening of an Event of Default (as defined in *Section 105*), the Company shall be suffered and permitted to possess, use and enjoy the Trust Estate, except money, securities and other personal property pledged or deposited with or required to be pledged or deposited 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 Cities Service Gas 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 Trustees, New York Trustee or Missouri Trustee under this Indenture for the time being, including not only Central Hanover Bank and Trust Company 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 139* or *140*.

C. "*Resolution of the Board*" shall mean a copy of a resolution certified by the Secretary or an Assistant Sec-