

D. "*Prior Lien*" shall mean and include any mortgage or other lien (except Permitted Encumbrances) prior to the lien of this Indenture upon property hereafter acquired by the Company, existing on said property and/or placed thereon to secure unpaid portions of the purchase price, at the time of such acquisition. "*Prior Lien Obligations*" shall mean any bonds or indebtedness and/or evidences of indebtedness secured by a Prior Lien. The term "*outstanding*", as of any particular time when used with reference to Prior Lien Obligations, shall mean all obligations secured by a Prior Lien, *except* Obligations for whose payment or redemption sufficient cash shall have been irrevocably deposited in trust with the New York Trustee hereunder or with the trustee or other holder of such Prior Lien.

E. "*Prepaid Lien*" shall mean and include any Prior Lien in respect of which cash sufficient to pay or redeem all indebtedness secured thereby shall be held in trust for such purpose by the New York Trustee hereunder or by the trustee or other holder of such Prior Lien.

F. "*Permitted Encumbrances*" shall mean as of any particular time any of the following:

(1) Liens for taxes, assessments, or governmental charges for the then current year and taxes, assessments or governmental charges not then due and delinquent;

(2) Liens for taxes, assessments or governmental charges already due, but whose validity is being contested at the time by the Company in good faith as provided in *Section 72*;

(3) Undetermined liens and charges incidental to construction or current operation during the six months next preceding such time;

(4) Liens, securing obligations neither assumed by the Company nor on account of which it customarily pays interest, existing, either at the date hereof, or, as to property hereafter acquired, at the time of acquisition by the Company, upon real estate or rights in or relating to real