

pons issued and to be issued under this Indenture, and for the enforcement of the payment of said bonds and coupons when payable, and to secure the performance of and compliance with the covenants and conditions of said bonds and coupons and of this Indenture, without preference, priority or distinction as to lien or otherwise, except as otherwise herein provided, of any bond or coupon over any other bond or coupon, or of the bonds or coupons of any particular series over the bonds or coupons of any other series, by reason of priority in the time of issue, sale or negotiation thereof or for any other reason whatsoever, so that, subject to the terms hereof, each and every bond issued and to be issued hereunder shall have the same right, lien and privilege, and so that, subject to the terms hereof, the principal of and interest on all bonds shall be equally and proportionately secured hereby, as if all such bonds at any time outstanding had been duly issued, sold and negotiated simultaneously with the delivery of this Indenture; it being intended, subject to the terms hereof, that the lien and security of this Indenture as to all bonds issued and to be issued hereunder shall take effect from the day of the delivery hereof, without regard to the time of the actual issue, sale or disposition of said bonds, and as though upon said date all of said bonds had been sold and delivered to and were in the hands of bona fide purchasers thereof for value;

Provided, however, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid the principal of and interest and premium, if any, on said bonds, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon for principal, interest and premium, if any, and if the Company shall also pay or cause to be paid all other sums payable hereunder by it, then this Indenture and the estate and rights

hereby granted shall nevertheless remain 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 of said bonds and coupons are to be authenticated, delivered, issued and held, and that the trust estate is to be held by the Trustee, upon and subject to the further covenants, agreements, conditions, uses and trusts hereinafter set forth.

ARTICLE I.

DEFINITIONS.

For all purposes of this Indenture and of all indentures supplemental hereto, the definitions contained in and the methods of computation prescribed by this Article I shall be applied, unless the context otherwise requires or unless any such supplemental indenture shall otherwise provide. Unless otherwise defined in this Indenture, any term used in those provisions of this Indenture which are required to be inserted in an indenture to be qualified under the Trust Indenture Act of 1939 shall have the meaning, if any, assigned to such term in said Act, unless the context otherwise requires.

ACCOUNTANT:

The term "accountant" shall mean an individual or a partnership or a corporation engaged in the accounting profession, whether or not employed by or in any way affiliated with the Company, or an individual employed by the Company who is principally engaged in accounting work.

ACCOUNTANT'S CERTIFICATE:

The term "accountant's certificate" shall mean a certificate signed by an accountant appointed by the Board and acceptable to the Trustee.

ACQUIRED PLANT OR SYSTEM:

The term "acquired plant or system" shall mean any property additions purchased or acquired by the Company after November 30, 1946, which within six months prior to the date of purchase or acquisition thereof by the Company have been used or operated by others in a business similar to that in which they have been or are to be used or operated by the Company.

ADDITIONAL BONDS:

The term "additional bonds" shall mean bonds authorized hereunder of any series, hereafter duly authenticated and delivered pursuant to the provisions of Sections 3.03, 3.04, 3.05 or 3.06 hereof.

AFFILIATE:

The term "affiliate" shall mean a person directly or indirectly controlling, controlled by, or under direct or indirect common control with, another person, and the term "affiliated" shall have a meaning correlative to the foregoing.

APPRAISER:

The term "appraiser" shall mean an individual or a partnership or a corporation engaged in the business of appraising property or competent to determine the value of the particular property in question, whether or not employed by or in any way affiliated with the Company.

APPRAISER'S CERTIFICATE:

The term "appraiser's certificate" shall mean a certificate signed by an appraiser appointed by the Board and acceptable to the Trustee.

AUTHORIZED CHICAGO NEWSPAPER:

The term "authorized Chicago newspaper" shall mean any newspaper customarily published at least on each business

day other than Sundays and holidays, which is printed in the English language and published and of general circulation in the City of Chicago, Illinois.

AUTHORIZED NEW YORK NEWSPAPER:

The term "authorized New York newspaper" shall mean any newspaper customarily published at least on each business day other than Sundays and holidays, which is printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York, New York.

BOARD OR DIRECTORS—BOARD:

The term "Board of Directors" shall mean the Board of Directors of the Company; and the term "Board" shall mean either the Board of Directors or the Executive Committee of the Board of Directors.

BONDED:

The term "bonded" when used with reference to property, property additions, bonds or prior lien bonds, shall mean any such property, property additions, bonds or prior lien bonds made by the Company the basis for the authentication and delivery of bonds or for the withdrawal of cash held by the Trustee or by the trustee or other holder of a prior lien or for the reduction of the amount of cash to be deposited with the Trustee, under any provision of this Indenture (provided that such provision does not expressly otherwise specify). The term "bonded" shall also include bonds and prior lien bonds purchased or retired with money or other property constituting a part of the trust estate. The term "bonded" shall also include any property, property additions, bonds or prior lien bonds, if and to the extent that the terms of any indenture supplemental hereto shall so require.