

SUBJECT, HOWEVER, to Permitted Encumbrances;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, for the equal pro rata benefit and security of all of the Bondholders, present and future, in accordance with the terms of this Indenture, without preference, priority or distinction as to lien or otherwise, so that each and every Bond shall have the same right, lien and privilege under this Indenture and shall be equally and ratably secured hereby in accordance with the terms of the Indenture.

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, as more fully provided in this Indenture, shall pay or cause to be paid, the principal of and the interest on the Bonds, together with the premium, if any, payable on such of the Bonds as may have been called for redemption prior to Stated Maturity, or shall provide, as permitted hereby, for the payment thereof by depositing with the Corporate 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 cease, determine and be void.

IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all Bonds to be authenticated, delivered and issued hereunder, and all moneys and other property subject or to become subject hereto are, to be held subject to the further covenants, conditions, uses and trusts hereinafter set forth, and the Company, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustees and their successor or successors in such trust, for the equal and ratable benefit of those who shall be the lawful Holders of the Bonds or any of them as follows:

ARTICLE 1.

Definitions.

Section 1.01. The terms defined in this Article 1 shall (except as herein otherwise expressly provided) for all purposes of this Indenture have the respective meanings specified in this Article and include the plural as well as the singular. Any term defined in the Trust Indenture Act of 1939, either directly or by reference therein, and not defined in this Indenture, unless the context otherwise specifies or requires, shall have the meaning assigned to such term therein as in force on the date of this Indenture.

"Act" when used with respect to any Bondholder has the meaning specified in Section 20.05 hereof.

"affected" has the meaning specified in Section 19.02 hereof.

"Affiliate" means any person (i) which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, the Company