

intended so to be, accruing after an event of default specified in Section 7.02 of the Mortgage.

IX. Any and all property, of the kinds, sorts, classifications, characters and descriptions mentioned or described in the foregoing paragraphs numbered I to VII of this Sixth Supplemental Indenture or in paragraphs numbered I to VI and VIII of the Granting Clauses of the Mortgage which hereafter may be constructed or acquired by the Company or of which it may become seized or possessed, except as otherwise in the Mortgage provided.

TO HAVE AND TO HOLD all and singular the said property, real and personal, hereby conveyed, transferred and assigned, or intended to be conveyed, transferred, or assigned, unto the Trustees, their respective successors in trust and assigns, forever.

SUBJECT, HOWEVER, as to the properties embraced therein or affected thereby, to the prior lien of the First Consolidated Mortgage to the extent that the lien thereof attaches.

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of all present and future holders of the bonds and coupons issued and to be issued by the Company and authenticated by the Corporate Trustee under and secured by the Mortgage, and for the enforcement of the payment of such bonds and coupons when payable in accordance with their provisions, and the performance of and compliance with all of the covenants and conditions of the Mortgage as it is hereby and as it may hereafter be supplemented and amended, without preference, priority or distinction as to lien or otherwise of any one bond over any other bond of the same or any other series by reason of priority in the issue, negotiation or maturity thereof or otherwise, so that, except as in the Mortgage otherwise provided, each and every bond issued and to be issued and authenticated as aforesaid shall have the same right, lien and privilege under the Mortgage, and so that, subject to the terms thereof, the principal of, premium, if any, and interest on, every such bond shall be equally and proportionately secured thereby, as if all such bonds at any time outstanding had been made, executed, delivered and negotiated simultaneously with the execution and delivery of the Mortgage, and upon and subject to the further covenants, conditions, uses and trusts in the Mortgage provided for;

AND the Company does hereby covenant and agree with the Trustees as follows, namely: