

shall hold said bonds and interest coupons, or any of them, as follows:

ARTICLE I.

DEFINITIONS.

SECTION 1. The terms specified in the next succeeding six sections hereof, numbered from 2 to 7, both inclusive, shall, for all purposes of this Indenture, have the meanings in such sections specified.

SECTION 2. The term "the corporation" shall mean the party of the first part hereto, Campbell Baking Company, and shall also include its successors and assigns. The term "the Trustees" shall mean the parties of the second part hereto, The Mechanics & Metals National Bank of The City of New York and Harry H. Pond, and shall also include their successors and assigns and any other persons, firms and corporations associated with them as co-trustee as herein provided.

The term "Corporate Trustee" shall mean The Mechanics & Metals National Bank of The City of New York and shall also include any successor to it in the trust, and the term "Individual Trustee" shall mean Harry H. Pond, or any successor to him in the trust.

The terms "the lien hereof" and "the lien of this Indenture" shall mean the lien created by these presents (including the after-acquired property clauses hereof) and the lien created by any subsequent or supplemental conveyance or conveyances to the Trustees hereunder (whether made by the Corporation or any other individual, copartnership or corporation) effectively constituting any property a part of the security held by the Trustees upon the terms and trusts and subject to the conditions specified in this Indenture.

SECTION 3. The term "resolution" shall mean a resolution certified by the Secretary or an Assistant Secretary of the Corporation to have been duly adopted by the Board of Directors or the Executive Committee of the Corporation. The term "engineer" shall mean an individual or a co-partnership or a corporation engaged in an engineering business. The term "engineer's certificate" shall mean a certificate signed and verified by the President or a Vice-President of the Corporation and by an engineer (who may be an employee of the Corporation) appointed by the Board of Directors or Executive Committee of the Corporation and approved by the Corporate Trustee.

SECTION 4. The term "opinion of counsel" shall mean an opinion in writing signed by counsel (who may be of counsel to the Corporation) appointed by the Board of Directors or Executive Committee of the Corporation and approved by the Corporate Trustee.

SECTION 5. The term "prior liens" shall mean mortgages or other liens prior or equal to the lien of this Indenture, existing upon any permanent improvements (as hereinafter in section 6 hereof defined) made by the Corporation, excepting at any time the lien of taxes for the then current tax period or of taxes not yet due.

SECTION 6. The term "permanent improvements" shall mean plants, properties, extensions or additions, acquired or constructed by the Corporation subsequent to the date hereof and subjected to the lien of this Indenture, to be used in the business of the Corporation, and shall include any property acquired or constructed by the Corporation for the purpose of keeping or maintaining the mortgaged and pledged property in good and business-like working order and condition or merely to replace old, inadequate or worn-out property, as well as all proper expenditures against depreciation, but shall not include expenditures which by good accounting practice are ordinarily chargeable to operating expenses nor any shares of stock, bonds or other securities, contracts or choses in action.

SECTION 7. The term "Bankers" shall mean the firm of White, Weld & Co., 14 Wall Street, New York City, N.Y., as now or hereafter constituted or named, or their successors or assigns. In the event that said firm of White, Weld & Co. have dissolved without having any successor, any consent herein required or permitted to be given by the bankers may be