

of the principal and interest of all the First Mortgage Bonds and the observance and performance of all the covenants and conditions of this Indenture on the part of the Company to be performed, shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the Party of the First Part hereto; and such corporation may thereupon cause to be signed and may issue, either in its own name or in the name of the Company, any or all of the First Mortgage Bonds which shall not theretofore have been signed by the Company and delivered to the Trustee, and the Trustee, upon the order of such corporation, in lieu of the Company, and subject to all the terms, conditions and restrictions herein prescribed, shall authenticate any and all First Mortgage Bonds which shall have been previously signed by the officers of the Company and delivered to the Trustee for authentication, and any of such bonds which such corporation shall thereafter cause to be signed and delivered to the Trustee for that purpose. All First Mortgage Bonds so issued shall in all respects have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this Indenture, as though all of said bonds had been actually issued by the Company as of the date of the execution hereof. COMPARE

For every purpose of this Indenture, including the execution, issue and use of any and all the First Mortgage Bonds, the Company includes and means not only the Gilliland Oil Company, but also any successor corporation. Every such successor corporation shall possess, and from time to time may exercise, each and every right and power hereunder of Gilliland Oil Company, in its name or otherwise, and any act or proceeding by any provision of this Indenture required to be done or performed by any board or officer of the Company may be done and performed with like force and effect by the like board or officer of any corporation that shall at that time be such lawful successor of the Company. Nevertheless before the exercise of the powers conferred by this Article Eleventh, the Company, by instrument in writing executed by authority of two-thirds of its Board of Directors and delivered to the Trustee, may surrender any of the powers reserved to the Company or to such successor or purchasing corporation; and thereupon such power so surrendered shall terminate.

SECTION 4. Except when the context otherwise indicates, the term "the Trustee" as used in this Indenture, shall be held and construed to mean trustee for the time being under this Indenture, whether original, additional or successor; and the words "trustee," "bondholder" and "holder" to include the plural, as well as the singular number.

SECTION 5. In order to facilitate the recording of this Indenture, the same may be simultaneously executed in fifteen counter-parts, each of which so executed shall be deemed to be an original; and such counterparts shall together constitute but one and the same instrument.

#### ARTICLE TWELFTH.

##### PARTIES IN INTEREST

Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or give to, any person or corporation, other than the parties hereto and the holders or registered owners of the First Mortgage Bonds and coupons, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, conditions, stipulations, promises and agreements in this Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto and of the holders of the First Mortgage Bonds and coupons.

#### ARTICLE THIRTEENTH.

##### NATURE OF INSTRUMENT

It is hereby declared that this Indenture is intended as a mortgage and the general language hereinbefore used is intended to hypothecate, mortgage, pledge and affect the said property herein described, and the property hereafter acquired by the company during the life