

aforesaid, or intended so to be, unto the Trustees and their successors in the trust and their assigns forever.

SUBJECT, HOWEVER, to the exceptions and reservations and matters recited in the Granting clauses of the Original Indenture or herein recited and to Permitted Encumbrances as defined in the Original Indenture.

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds issued and to be issued hereunder, or any of them, without preference, priority or distinction as to lien or otherwise of any of the Bonds over any other Bond, by reason of priority in the time of the issue, sale or negotiation or maturity thereof.

AND THE COMPANY for itself and its successors, does hereby covenant and agree to and with the Trustees and their successors in said trust, for the benefit of those who shall hold the Bonds, or any of them, as follows:

## ARTICLE I

### AMENDMENT OF ORIGINAL INDENTURE, IN PART

§ 1.01 The first recital clause of the Original Indenture is hereby amended and supplemented to read in its entirety as follows:

“WHEREAS, the Company has duly authorized the creation, execution and delivery from time to time of the issue of its Bonds (hereinafter called the “Bonds”), to be known as its First Mortgage and Collateral Trust Bonds, to be issued in three series, the first series to be designated as its 5¼% First Mortgage and Collateral Trust Bonds due June 1, 1978 (hereinafter sometimes called the “Bonds” of the 1978 Series”), limited to the aggregate principal amount of \$15,000,000 as hereinafter provided, the second series to be designated as its 5% First Mortgage and Collateral Trust Bonds due August 1, 1984 (hereinafter sometimes called the “Bonds of the 1984 Series”), limited to the aggregate principal amount of \$100,000,000 as hereinafter provided, and the third series to be designated as its 9.10% First Mortgage and Collateral Trust Bonds due December 15, 1987