

MORTGAGE OF REAL ESTATE

of any other corporation or a merger of such particular corporation into any other corporation or a corporation which shall have acquired all or substantially all of the property of such particular corporation.

SUPPLEMENTAL INDENTURE:

The term "supplemental indenture" or "indenture supplemental hereto" shall mean any indenture now or hereafter duly authorized and entered into in accordance with the provisions of this Indenture.

TRUSTEE:

The term "Trustee" shall mean the Trustee under this Indenture for the time being, whether original or successor, but not a co-trustee or separate trustee appointed pursuant to Section 5 of Article XIII unless otherwise provided in the instrument of appointment executed pursuant to the provisions of said Section, and only to the extent therein provided.

TRUST ESTATE:

See definition of "mortgaged property".

VOTING SHARES:

The term "voting shares" shall mean, as to the shares of a particular corporation, all shares of stock of such corporation at the time outstanding (exclusive of shares held in the treasury of such corporation), having voting power for the election of directors or trustees either at all times or so long as no senior class of stock has voting power for the election of directors or trustees because of default in dividends or because of the happening of some other contingency.

ARTICLE II

DESCRIPTION AND MANNER OF EXECUTION, AUTHENTICATION AND REGISTRATION OF BONDS.

SECTION 1. The Bonds may, at the election of the Board of Directors, be in one or more series and, except as hereinafter in this Section provided, shall be designated generally as the First Mortgage Bonds of the Company, with such further appropriate particular designations added to or incorporated in or eliminated from such title, for the Bonds of any particular series, as the Board of Directors may determine. Each Bond shall bear upon the face thereof the designation so selected for the series to which it belongs.

The Company may, if the Board of Directors so elects and the Trustee approves, and, if the Trustee so requests in writing, the Company shall, at any time or from time to time, change the general designation of the Board from First Mortgage Bonds to such other general designation, embodying the word "FirstMortgage," as may in the opinion of the Trustee be appropriate under the circumstances existing at the particular time. In the case of any such change, and until a further change, all Bonds which may be authenticated and delivered thereafter pursuant to Article III shall bear such new designation. If additional Bonds of any particular series, of which series Bonds are outstanding at the time of any such change, shall at any time thereafter be authenticated and delivered, or if any Bonds bearing such new designation are authenticated and delivered thereafter pursuant to this Article in exchange of substitution for or upon transfer of any such Bonds, the Company shall provide for the exchange of all Bonds of such series at the time outstanding for new Bonds of like series and maturity bearing the new general designation, at the option of, but without expense to, the holders.

SECTION 2. Subject to termination from time to time by the Board of Directors, as expressed from time to time in one or more indentures supplemental hereto, which the Company is hereby authorized to execute and deliver to the Trustee, the Bonds of any series other than Bonds of 1966 Series:

(a) shall bear interest at such rate and be payable, as well the interest as the principal thereof, at such times, and at such place or places (in addition to the principal office of the Trustee in the Borough of Manhattan, The City of New York), as may be determined by the Board of Directors and expressed in such Bonds, except that no additional Bonds may be executed by the Company and authenticated and delivered under this Indenture unless such additional Bonds