

1976 (hereinafter called the "Bonds of the 1976 Series"), and \$2,600,000 principal amount of First Mortgage Bonds, 4½% Series due 1977 (hereinafter called "Bonds of the 1977 Series") of which \$7,326,000 principal amount of Bonds of the 1976 Series and the entire principal amount of Bonds of the 1977 Series remain outstanding on the date of the execution and delivery of this Fourth Supplemental Indenture; and

WHEREAS, the Company desires to modify in certain respects the Indenture and the rights and obligations of the Company and of the holders of the Bonds as in this Fourth Supplemental Indenture provided, and to execute and deliver this Fourth Supplemental Indenture, embodying such modifications in accordance with the provisions of Article 16 of the Indenture; and

WHEREAS, the holders of all of the outstanding Bonds of the 1976 Series and of all of the outstanding Bonds of the 1977 Series issued under the Indenture have executed and filed with the Trustee an instrument or instruments expressly consenting to the modifications of the Indenture as in this Fourth Supplemental Indenture set forth, and to the execution and delivery of this Fourth Supplemental Indenture; and

WHEREAS, all acts and things necessary to make this Fourth Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed have been done and performed, and the execution and delivery of this Fourth Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar, lawful money of the United States of America, paid to the Company by the Trustee at or before the execution and delivery of this Fourth Supplemental Indenture and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Fourth Supplemental Indenture and the Company for itself and its successors does hereby covenant and agree to and with the Trustee and its successors in said trust for the equal and proportionate benefit and protection, except as in the Indenture otherwise expressly provided, of the bearers and registered owners of the Bonds as follows:

ARTICLE I.
RESTRICTION UPON THE PREPAYMENT BY THE COMPANY
OF A CERTAIN BANK LOAN.

SECTION 1.01. The Indenture is hereby modified by deleting the last paragraph of § 5.14 thereof, consisting of the following words and phrases:

"The Company covenants that, so long as any of the Bonds of the 1976 Series or of the 1977 Series are outstanding, it will not, directly or indirectly, purchase or redeem or pay in cash any Interim Notes of the Company, except that the proceeds of the issuance and sale of capital stock of the Company, or the issuance and sale of obligations of the Company payable at the option of the Company by the issuance of capital stock of the Company, may be applied to the purchase, redemption or payment in cash of the principal amount of such Interim Notes, in which event the Company may use any other funds of the Company to pay the interest and premium, if any, thereon; and in case of the issuance and sale of any obligations payable at the option of the Company by the issuance of capital stock of the Company, the provisions of this paragraph shall also apply to such obligations."

and inserting in lieu thereof the following:

"The Company covenants that, so long as any of the Bonds of the 1976 Series or of the 1977 Series are outstanding, it will repay in cash any bank loan, the proceeds of which shall have been used to pay at maturity the 5½% Interim Notes of the Company, only from the proceeds of the issuance and sale of capital stock of the Company or obligations of the Company payable at the option of the Company by the issuance of capital stock of the Company; provided, however, that the said bank loan may be partially prepaid prior to its maturity (including any and all extensions thereof to a date not more than five years from the making of the said bank loan) from funds of the Company available therefor to the extent of not more than \$100,000 during each year, on the condition that the Company shall, at or prior to such maturity, obtain from the proceeds of the issuance and sale of capital stock of the Company or obligations of the Company payable at the option of the Company by the issuance of capital stock of the Company, an amount in cash equal to all such partial prepayments."