

cordance with its terms have been done and performed, and the execution and delivery hereof have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of the sum of one dollar duly paid by the Company to the Trustee at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees with the Trustee and its successors in the trust under the Indenture as follows:

#### **PART ONE.**

##### **Bonds of the 5 $\frac{3}{8}$ % Series Due 1997.**

SECTION 1. The Company hereby creates a new series of bonds to be issued under and secured by the Indenture and known as its First and Refunding Mortgage Bonds, 5 $\frac{3}{8}$ % Series Due 1997 (herein called "bonds of the 1997 Series"), and the Company hereby establishes, determines and fixes the terms and provisions of the bonds of the 1997 Series as hereinafter in this Part One set forth.

Each bond of the 1997 Series shall be dated the date of its authentication (except that if any such bond shall be authenticated on any interest payment date, it shall be dated the following day) and interest shall be payable on the principal represented thereby from the October 1 or April 1, as the case may be, next preceding the date thereof to which interest has been paid, unless such date is prior to October 1, 1967, in which case, interest shall be payable from April 1, 1967; provided, however, that interest shall be payable on each bond of the 1997 Series authenticated after the record date (as defined in the next succeeding paragraph of this Section 1) with respect to any interest payment date and prior to such interest payment date, only from such interest payment date.

Interest on any bond of the 1997 Series shall be paid to the person, who, according to the bond register of the Company, is the registered holder of such bond of the 1997 Series at the close of business on the applicable record date, and such interest payments shall be made by check mailed to such registered holder at his address shown on such bond register; provided, however, that if the Company shall default in the payment of the interest due on any interest payment date on any bond of the 1997 Series, such defaulted interest shall be paid to