

required by law and by the Certificate of Incorporation and By-Laws of the Company necessary to make the Bonds of the 1992 Series, when executed by the Company and authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute the Original Indenture, as heretofore supplemented and modified and as hereby supplemented and modified, a valid, binding and legal instrument for the security of the Bonds issued and to be issued under the Original Indenture and this and other indentures supplemental thereto, have been done and performed;

Now, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That to secure the payment of the principal of and interest and premium, if any, on such Bonds as may at any time be issued and outstanding under the Indenture according to their tenor and effect, and the due performance of the covenants, agreements and provisions in the Bonds and in the Indenture contained, and to declare the terms and conditions upon which the Bonds of the 1992 Series are to be issued and secured, the Company, party of the first part, in consideration of the premises and of the purchase and acceptance of said Bonds by the holders thereof, and of the sum of One Dollar, lawful money of the United States of America to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and by way of further assurance, has executed and delivered these presents and has granted, bargained, sold, warranted, aliened, remised, released, conveyed, confirmed, assigned, transferred, mortgaged, pledged and set over, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, confirm, assign, transfer, mortgage, pledge and set over unto the Trustee, party of the second part, and to its successors in the trust and assigns forever, all of the property, real, personal and mixed, now owned by the Company (except the property expressly excepted from the lien of the Indenture) and also all of the property, real, personal and mixed, hereafter acquired by the Company wherever situate (except the property expressly excepted from the lien of the Indenture), including (both as to property now owned and property hereafter acquired), without in anywise limiting or impairing