

Mortgage Bonds 3 $\frac{7}{8}$ % Series due 1980, in the aggregate principal amount of \$2,000,000.00, all of which are presently outstanding; and

WHEREAS, the Company has proposed in writing that the Indenture and said Supplemental Indentures, dated as of March 1, 1939, November 1, 1941, December 9, 1941, March 1, 1948, November 1, 1950, May 1, 1951, and May 1, 1952, respectively, be amended, changed and modified to the extent and in the manner herein prescribed and set forth; and

WHEREAS, said amendment, change and modification has been assented to in writing by the Trustees; and

WHEREAS, the holders of more than seventy-five per cent (75%), to-wit: one hundred per cent (100%), in principal amount of all of the bonds issued and outstanding under the Indenture and said Supplemental Indentures have, by proper instruments in writing, each properly executed and filed with the Corporate Trustee, assented to, authorized, ratified and approved said amendment, change and modification of the Indenture and said Supplemental Indentures, dated as of March 1, 1939, November 1, 1941, December 9, 1941, March 1, 1948, November 1, 1950, May 1, 1951 and May 1, 1952, respectively, and the execution and delivery of this Supplemental Indenture; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been performed and fulfilled, and the execution and delivery thereof have been in all respects duly authorized;

Now, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) duly paid by the Company to the Trustees at or before the ensealing and delivery of these presents and for other valuable considerations, and in consideration of the mutual promises and agreements herein contained, the receipt whereof is hereby acknowl-