

WHEREAS, the Company desires to supplement and modify the provisions of the Indenture in certain respects and to convey and mortgage, and confirm the conveyance and mortgaging, under the Indenture, and hereunder, of certain property heretofore acquired by the Company and not specifically described in the Indenture, and to that end the Company desires to make, execute and deliver to the Trustees a Second Supplemental Indenture, supplemental to the Indenture, in the form hereof for the purposes herein provided; and

WHEREAS, it is provided in *Article 15* of the Indenture that the Indenture may be modified and supplemented in certain respects without the written consent of the holders of the Bonds outstanding under the Indenture or the publication and mailing of any notice when authorized by resolution of the Board of Directors of the Company, and that modifications or supplements may be made by an indenture executed by the Company and the Trustees, supplemental to the Indenture; and

WHEREAS, it is provided in *Article 16* of the Indenture that the Indenture may be modified and supplemented in other respects with the written consent of the holders of not less than 66⅔% of the principal amount of the Bonds outstanding and entitled to consent and the holders of not less than 66⅔% in principal amount of the Bonds of the 1975 Series and of the Bonds of the 1977 Series, constituting all the Bonds outstanding under the Indenture at the date of the execution and delivery hereof, have consented in writing to the modification and alteration of the Indenture effected by *Section 1 of Article 1* of this Second Supplemental Indenture; and

WHEREAS, the execution and delivery of this Second Supplemental Indenture has been duly authorized by the Company; and

WHEREAS, all conditions and requirements necessary to authorize the execution, acknowledgment and delivery of this Second Supplemental Indenture and duly and legally to effect the supplements to and modifications of the Indenture provided for in this Second Supplemental Indenture and to make the Indenture, as supplemented and modified hereby, a valid, binding and legal instrument for the security of the Bonds of the Company issued and to be issued thereunder, have been complied with or have been done and performed;