

bonds of a series entitled and designated First Mortgage Bonds, $3\frac{5}{8}\%$ Series due 1985 (hereinafter called the bonds of the Seventh Series), in the aggregate principal amount of Ten Million Dollars (\$10,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, $5\frac{3}{8}\%$ Series due 1987 (hereinafter called the bonds of the Eighth Series), in the aggregate principal amount of Twelve Million Dollars (\$12,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, $5\frac{3}{4}\%$ Series due September 1, 1987 (hereinafter called the bonds of the Ninth Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, $4\frac{1}{4}\%$ Series due 1988 (hereinafter called the bonds of the Tenth Series), in the aggregate principal amount of Fifteen Million Dollars (\$15,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, $4\frac{3}{8}\%$ Series due July 1, 1988 (hereinafter called the bonds of the Eleventh Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), all of which are now Outstanding; and bonds of a series entitled and designated First Mortgage Bonds, $5\frac{1}{8}\%$ Series due 1990 (hereinafter called the bonds of the Twelfth Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), all of which are now Outstanding; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage, as supplemented, shall be situated; and