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edgment and delivery of this Forty-ninth Supplemental Indenture have been duly authorized by the Company; and

WHEREAS, for the purposes aforesaid, the Company desires to make, execute and deliver to the Trustees, and has requested the Trustees to join in the execution of, a Supplemental Indenture in the form hereof; and

WHEREAS, all conditions and requirements necessary to authorize the execution, acknowledgment and delivery of this Forty-ninth Supplemental Indenture and duly and legally to effect the modifications of the Mortgage and the substitution of a successor Individual Trustee as provided in this Forty-ninth Supplemental Indenture, and to make the Mortgage, as supplemented and modified by this Forty-ninth Supplemental Indenture, a valid and binding agreement and indenture of mortgage for the security of the bonds of the Company issued and to be issued thereunder and to make the bonds of the six new series herein provided for, when duly executed by the Company and authenticated by the Corporate Trustee and delivered pursuant to the provisions of the Mortgage, as supplemented and modified hereby, the valid, legal and binding obligations of the Company, have been complied with and/or have been done and performed;

Now, THEREFORE, in consideration of the premises and of the sum of One Dollar ($1) lawful money of the United States of America by each of the parties hereto to each of the others in hand paid and other valuable considerations duly paid by the Company to the Trustees at or before the execution and delivery of these presents, the receipt of which consideration is hereby severally acknowledged, and in pursuance of the authority expressed in the Mortgage, the parties hereto do respectively act and agree, and the Company, for itself, its successors and assigns, does hereby covenant and agree to and with the Trustees, and their successors in trust, for the benefit of those who hold or who shall hold any of the bonds issued and outstanding under the Mortgage, as now or hereafter supplemented and modified, as hereinafter set forth: