

all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

MAINTENANCE AND REPLACEMENT FUND COVENANT - OTHER RELATED PROVISIONS OF THE MORTGAGE-DIVIDEND COVENANT.

SECTION 3. Section 39 of the Mortgage is hereby amended by inserting the words "Second Series or" before the words "First Series remain Outstanding" and by inserting the words "Second Series and " before the words "First Series shall have ceased to be Outstanding" each time such words appear in said Section 39.

Clauses (d) and (e) of subsection (II) of Section 4 of the Mortgage, clause (6) and clause (e) of Section 5 of the Mortgage and Section 29 of the Mortgage are hereby amended by inserting the words "Second Series and" before the words "First Series" each time such words appear therein.

ARTICLE IV

MISCELLANEOUS PROVISIONS.

SECTION 4. Subject to the amendments provided for in this First Supplemental Indenture, the terms defined in the Mortgage shall, for all purposes of this First Supplemental Indenture, have the meanings specified in the Mortgage.

SECTION 5. Section 55 of the Mortgage is hereby amended by inserting the words "and subject to the provisions of Section 2 of the First Supplemental Indenture, dated as of April 1, 1950", after the words "and 87 hereof".

SECTION 6. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVII of the Mortgage shall apply to and form part of this First Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this First Supplemental Indenture.

SECTION 7. Whenever in this First Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this First Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 8. Nothing in this First Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this First Supplemental