

BE IT FURTHER RESOLVED, that the aggregate principal amount of bonds of said 3 5/8% Series due 1980 is not limited, except as to the limitations upon the issuance of bonds contained in said Indenture".

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture, in the form and terms hereof, a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been performed and fulfilled, and the execution and delivery hereof 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 Trustees to the Company at or before the ensealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees with the Trustees, and their successors in the trust under said Indenture, for the equal benefit of all present and future holders of all bonds and coupons which may at any time be outstanding under said Indenture, as follows, to-wit:

#### ARTICLE I.

##### AS TO THE CREATION OF THE FIFTH SERIES OF BONDS.

Section 1. The fifth series of bonds authorized and to be issued under said Indenture, and created as hereinbefore set forth, shall be designated the Company's "First Mortgage Bonds, 3 5/8% Series due 1980"; and as to coupon bonds shall be dated May 1, 1951, and as to registered bonds, shall be dated on the interest payment date next preceding the date of issuance, or if issued on an interest payment date, shall be dated on the date of issuance, or if issued prior to the first interest payment date, shall be dated May 1, 1951, shall mature November 1, 1980, shall bear interest at the rate of three and five-eighths per cent (3 5/8%) per annum, payable semi-annually on May 1st and November 1st of each year, shall be redeemable and shall contain such other terms and provisions as hereinbefore set forth.

Section 2. If any of the bonds of the 3 5/8% Series due 1980 are redeemed prior to maturity from funds in the Depreciation Fund provided in Article III of said Indenture or from funds in the Sinking Fund, then and in such event the notice of redemption provided for in Section 3 of Article V of said Indenture shall also contain a statement setting forth the source of the funds being used for the redemption of said bonds.

Section 3. Notwithstanding anything contained in the Indenture or any Supplemental Indenture or in the form of Bond of the 3 5/8% Series due 1980, if any Bonds of said 3 5/8% Series due 1980 are redeemed from funds received by the Company from the sale of property or from the proceeds of insurance, then and in such event, there shall be paid, upon such redemption, the principal amount of the Bonds so redeemed, interest to the redemption date and the premium at the time applicable to the redemption of Bonds at the option of the Company.

#### ARTICLE II

##### SINKING FUND.

Section 1. The Company covenants and agrees to pay into the Sinking Fund, on the 1st day of December, 1951, and on the 1st day of each succeeding December, an amount equal to one and one-half per cent (1½%) of the maximum principal amount of the bonds of the 3 5/8%