

Bonds, 3% Series Due 1975", and to determine the terms and provisions and the form of the bonds of such series; and

WHEREAS for the purposes hereinabove recited, and pursuant to due corporate action, the Company has duly determined to execute and deliver to the Trustee a supplemental indenture in the form hereof supplementing the original indenture (the original indenture, as hereby supplemented, being sometimes hereinafter referred to as the "Indenture"); and

WHEREAS all conditions and requirements necessary to make this supplemental indenture a valid, legal and binding instrument in accordance with its terms have been done and performed, and the execution and delivery hereof have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of the sum of one dollar duly paid by the Company to the Trustee at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees with the Trustee and its successors in the trust under the Indenture as follows:

#### PART ONE.

##### BONDS OF THE 3% SERIES DUE 1975.

SECTION 1. The Company hereby creates a new series of bonds to be issued under and secured by the Indenture and known as its First and Refunding Mortgage Bonds, 3% Series Due 1975 (herein called "bonds of the 1975 Series"), and the Company hereby establishes, determines and fixes the terms and provisions of the bonds of the 1975 Series as hereinafter in this Part One set forth.

SECTION 2. All coupon bonds of the 1975 Series shall be dated January 1, 1955, and shall bear interest from that date, and all registered bonds of the 1975 Series without coupons shall be dated as of the day of authentication (except that if any registered bond shall be authenticated on any interest payment date, it shall be dated as of the day following) and shall bear interest from the interest payment day next preceding such date. All bonds of the 1975 Series shall mature as to principal on January 1, 1975, and shall bear interest at the rate of 3% per annum, payable semi-annually on the first days of January and July in each year, and the earliest date which shall be deemed to be an interest payment date as referred to in the preceding sentence (from which interest may accrue on any registered bond without coupons) shall be January 1, 1955.

SECTION 3. The bonds of the 1975 Series shall be issuable either in the form of coupon bonds registerable as to principal only, in the denomination of One Thousand Dollars (\$1,000) each, to be numbered consecutively, beginning with the number GM-1, and/or as registered bonds without coupons in denominations of One Thousand Dollars (\$1,000) or any multiple of One Thousand Dollars (\$1,000), all such registered bonds in the denomination of One Thousand Dollars (\$1,000) to be numbered consecutively, beginning with the number GRM-1, and all such registered bonds in other denominations to be numbered consecutively, beginning with the number GRX-1. The coupon bonds and registered bonds without coupons of such series, and the several denominations of registered bonds, shall be interchangeable. Notwithstanding the provisions of § 1.19 of the original indenture, the Company shall not be required upon the issuance, transfer or exchange of any bond or bonds of the 1975 Series to reserve unissued any coupon bond or bonds of the 1975 Series in respect of registered bonds without coupons of the same series, and the Company shall not be required to endorse on any registered bond, or bonds without coupons of the 1975 Series the serial number or numbers of any coupon bond or bonds of the 1975 Series nor shall it be required to endorse on such registered bond or bonds without coupons any statement as to such reservation.