

Indenture and the Bonds of Series Z, when duly executed, authenticated (in the case of such Bonds) and delivered, valid, binding and legal instruments in accordance with their respective terms:

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

That for and in consideration of the premises, and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America duly paid by the Trustees to the Company at the time of delivery of this First Supplemental Indenture, the receipt whereof is hereby acknowledged, the Company has executed and delivered this First Supplemental Indenture.

AND THIS FIRST SUPPLEMENTAL INDENTURE FURTHER WITNESSETH:

That the Company covenants and agrees with the Trustees and with the respective holders from time to time of the Bonds and coupons, if any, issued and to be issued under the Indenture as follows:

#### ARTICLE I

##### CREATION OF BONDS OF SERIES Z

SECTION 1.01. There is hereby created a series of Bonds to be issued under and secured by the Indenture to be known as "Consolidated Mortgage 3 $\frac{3}{8}$ % Bonds, Series Z, due September 1, 1977". The Bonds of Series Z shall

- (1) be dated the date of authentication;
- (2) mature on September 1, 1977;
- (3) bear interest at the rate of 3 $\frac{3}{8}$ % per annum, payable semi-annually on March 1 and September 1 of each year, hereinafter sometimes called an "Interest Payment Date", from the Interest Payment Date next preceding the date of authentication thereof or from March 1, 1971, whichever is later, until payment of the principal amount thereof, provided, however, that no such interest shall be paid on or with respect to any Interest Payment Date unless the Pledgee shall notify the Company and the Trustees in writing that a "default", as defined in the Debenture Indenture, exists and that the interest payment required to be made in respect of the Debentures on such Interest Payment Date was not made,