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Companies have executed this Supplemental Indenture in the exercise of legal right, power and authority in them vested and all things necessary to make the Series B Bonds, when executed as herein and in the Indenture provided and authenticated by the Trustee, the valid and binding obligations of the Companies entitled to the benefits of this Supplemental Indenture and of the Indenture have been done and performed; and

WHEREAS, for the purpose of making certain changes in the Original Indenture, and for the purpose of meeting the requirements of the Trust Indenture Act of 1939, the Companies desire to enter into certain additional covenants with the Trustee, to impose certain conditions and restrictions in addition to those now set forth in the Original Indenture; and

WHEREAS, for the purposes hereinabove recited, and pursuant to due corporate action, the Companies have duly determined to execute and deliver to the Trustee a supplemental indenture in the form hereof supplementing and modifying the Original Indenture (the Original Indenture, as hereby supplemented and as it may be supplemented from time to time after the date hereof, being herein referred to as the "Indenture");

Now, THEREFORE, this Supplemental Indenture

WITNESSETH:

That for and in consideration of the premises, of the purchase and acceptance of the Series B Bonds by the holders thereof and the sum of Ten Dollars ($10.00) lawful money of the United States of America to the Companies duly paid by the Trustee at the time of the delivery of this Supplemental Indenture, the receipt whereof is hereby acknowledged, the Companies do hereby covenant and agree with the Trustee as follows:

PART ONE

CREATION OF SERIES B BONDS

§ 1.01. The Companies hereby create a series of First and General Mortgage Bonds under the Indenture in an aggregate principal amount of $75,000,000, the entire principal amount of which will be issued pursuant to § 3.04 thereof. Such Bonds shall be designated as the First and General