

WHEREAS, all acts and things necessary to constitute this Fifth Supplemental Indenture a valid, binding and legal instrument have been done and performed and the creation, execution and delivery of this Fifth Supplemental Indenture have in all respects been duly authorized;

NOW, THEREFORE, THIS FIFTH SUPPLEMENTAL INDENTURE WITNESSETH:

That the Company, in consideration of the premises and of the mutual covenants herein contained and of the acceptance of the Bonds by the holders thereof and of the sum of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents and for other valuable consideration, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of, premium, if any, and interest on, all Bonds at any time issued and outstanding under the Indenture, as supplemented by this Fifth Supplemental Indenture, according to their tenor and effect and the performance and observance of all the covenants and conditions in the Bonds and in the Indenture or this Fifth Supplemental Indenture contained, and to declare the terms and conditions upon and subject to which the Bonds are and are to be, secured and Bonds of the 1987 Series are to be issued, has executed and delivered this Fifth Supplemental Indenture and does hereby ratify and confirm unto the Trustees all property heretofore conveyed to them, respectively, under and by virtue of the Indenture and hereby acknowledges and confirms that it has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto the Trustees, respectively (as and to the extent provided in the grant and conveyance recitals of the Indenture), and to their respective successor or successors in the Trust created by the Indenture, and to them and their assigns, forever, all and singular all property, real, personal or mixed, other than Excepted Property as defined in the Indenture, acquired by the Company since the execution and delivery of the Indenture.

TO HAVE AND TO HOLD all said properties and all franchises, licenses and agreements mortgaged, pledged and conveyed by the Company as