

TO HAVE AND TO HOLD the aforesaid property unto the Trustees, their successors and assigns forever, but in trust, nevertheless, with power of sale, for the equal and proportionate benefit and security of the holders of the Notes and Bonds of all series now or hereafter secured by or authenticated and delivered under the Indenture, including the Additional RTB Bonds provided for under this Fifth Supplemental Indenture, without any preference, priority or distinction whatsoever for any series of said Notes or Bonds over any other series by reason of priority in the time of the issuance thereof or otherwise, all as provided for in the Original Indenture and indentures supplemental thereto, including this Fifth Supplemental Indenture.

ARTICLE I.

Issue of Additional RTB Bonds

SECTION 1.01. The Additional RTB Bonds hereby authorized to be issued under the Indenture shall be in one series, as follows:

A series designated as "RTB First Mortgage Bonds, Series 1981-A", herein referred to as the "Additional RTB Bonds", which shall be dated as of April 1, 1981, due and payable April 1, 2016, and shall bear interest at the rate of ten and one-fourth percent (10.25%) per annum, payable quarterly on the last day of March, June, September and December in each year. Interest shall accrue and be paid on the amounts which have been advanced to the Company under the Additional RTB Bonds from the date of such advance to the date of payment thereunder so that interest shall accrue and be paid only on the outstanding unpaid principal balance of each such Bond. The Additional RTB Bonds authorized hereunder shall be limited to not in excess of Six Million Five Hundred Twenty-five Thousand Seven Hundred Fifty Dollars (\$6,525,750) in aggregate principal amount (aside from Additional RTB Bonds which may be issued under