

cessions, additions, alterations, improvements, betterments, developments, extensions or enlargements to the mortgaged property, it being contemplated that all such substitutions, replacements, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements to the mortgaged property shall be acquired by the Company itself and subjected to the lien of this Indenture, or (b) except for purchase money mortgages securing, in the aggregate, not in excess of Five Hundred Thousand Dollars (\$500,000), have outstanding any indebtedness (other than indebtedness which is not included in determining Combined Capitalization) secured by mortgage or lien upon its property if such indebtedness, when added to all other such indebtedness of the Company and its subsidiaries secured by mortgage or lien (including this Indenture), shall exceed in aggregate amount sixty-five per centum (65%) of the Combined Capitalization of the Company and its subsidiaries. For the purpose of this paragraph the unpaid balance of the purchase price of property to be acquired by the Company or any of its subsidiaries pursuant to the provisions of any conditional sales agreement or lease-purchase agreement shall be deemed to be secured by a purchase money mortgage on such property. Property owned by any subsidiary shall not be deemed additional property, as such term is defined in § 1.04."

SECTION 5.08. The Original Indenture is hereby amended by deleting subparagraph (c) of § 16.01 thereof and inserting in lieu thereof the following:

"(c) to provide for the creation of any new series of Bonds, as established by resolution of the Board of Directors of the Company pursuant to § 2.01 and § 2.02, and to fix the terms of such series;"

ARTICLE VI.

PARTICULAR COVENANTS OF THE COMPANY.

SECTION 6.01. The Company hereby covenants that so long as any Bonds of the 1983 Series are outstanding, no Bonds of any other Series, other than Bonds of the 1976 Series, of the 1977 Series and of the

1981 Series (a) shall have a maturity (except serial maturities other than the last serial maturity) earlier than February 1, 1983 or (b) shall be issued if provision is made therein or in any supplemental indenture setting forth the terms thereof for the retirement of Bonds of such other series, either through serial maturities or the operation of any purchase, sinking or analogous fund and such provision for retirement, if complied with, would result in there having been retired, at the date of any retirement of Bonds pursuant to such provisions, a percentage of the total principal amount of Bonds of such other series initially issued larger than the percentage of the total principal amount of Bonds of the 1977 Series outstanding at the date of initial issue of Bonds of such other series required to be retired under the provisions of Section 4.01 of the Second Supplemental Indenture, as amended by the Third Supplemental Indenture, subsequent to said date and on and prior to the date of such retirement.

ARTICLE VII.

MISCELLANEOUS.

SECTION 7.01. The provisions of this Supplemental Indenture shall become effective immediately upon the execution and delivery hereof. This Supplemental Indenture and all the terms and provisions herein contained shall form a part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Original Indenture. The Indenture shall remain and continue in full force and effect in accordance with the terms and provisions thereof, as modified and supplemented hereby. All terms used in this Supplemental Indenture shall have the meanings specified in the Indenture unless the context otherwise specifies or requires.

SECTION 7.02. All the covenants, stipulations, promises and agreements by or on behalf of the Company contained in this Supplemental Indenture shall bind, benefit and inure to the benefit of its successors and assigns, whether so expressed or not.