subject also to permitted encumbrances as defined in the Indenture, and, as to any property hereafter acquired by the Company, to any lien thereon existing, and to any liens for unpaid portions of the purchase money placed thereon at the time of such acquisition, and also subject to the provisions of Article 12 of the Original Indenture;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, and set forth in the Original Indenture, for the equal and proportionate benefit, security, and protection of those who from time to time shall hold the bonds and coupons authenticated and delivered under the Indenture and duly issued by the Company, without preference, priority or distinction as to lien (except as any sinking, amortization, improvement or other fund established in accordance with the provisions of the Indenture or any indenture supplemental thereto may afford additional security for the bonds of any particular series) of any of the bonds over any others thereof by reason of series, priority in the time of the issue or negotiation thereof, or otherwise howsoever, except as provided in Section 4.02 of the Original Indenture;

THIS INDENTURE FURTHER WITNESSETH, that the Company has agreed and covenanted, and hereby does agree

and covenant with the Trustee and its successors and assigns and with the respective holders from time to time of the bonds and coupons, or any thereof, as follows:

ARTICLE 1.

Creation and Description of Bonds of Series D

Section 1.1. There shall be a new series of Bonds, known as and entitled "First Mortgage Bonds, 5% Series D due 1966-1985" (herein referred to as the "bonds of Series D" or the "Series D bonds"). The aggregate principal amount of bonds of Series D which may be authenticated and delivered under the Indenture is limited to One Million Three Hundred Thousand Dollars ($1,300,000). All registered bonds of Series D without coupons shall be dated as provided in Section 2.04 of the Original Indenture (the beginning of the first interest period for the bonds of Series D being June 1,1965). All coupon bonds of Series D shall be dated June 1, 1965. The bonds of Series D may be issued as coupon bonds registrable as to principal, in the denomination of $1,000 or any multiple of such amount authorized by the Company. The execution by the Company of any Series D bond in any such denomination shall be conclusive evidence of the authorization thereof. The bonds of Series D shall have the following