

FIFTH.

Together with all and singular, the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, tolls, rents, revenues, issues, income, profits and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law and in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

EXPRESSLY EXCEPTING AND EXCLUDING, HOWEVER, all properties of the character excepted from the lien of the Original Indenture.

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged and conveyed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever;

SUBJECT, HOWEVER, to the exceptions and reservations hereinabove referred to, to existing leases other than leases which by their terms are subordinate to the lien of the Indenture, to existing liens upon right-of-way for transmission or distribution line purposes, as defined in Article I of the Original Indenture, and any extensions thereof, and subject to existing easements for streets, alleys, highways, rights-of-way and railroad purposes over, upon and across certain of the property hereinbefore described and subject also to all the terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds or other instruments respectively under and by virtue of which the Company acquired the properties hereinabove described and to undetermined liens and charges, if any, incidental to construction or other existing permitted liens as defined in Article I of the Original Indenture;

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Original Indenture, and the indentures supplemental thereto, including this Twelfth Supplemental Indenture, set forth, for the equal and proportionate benefit and security of all present and future holders of the

Bonds and coupons issued and to be issued thereunder, or any of them, without preference of any of said Bonds and coupons of any particular series over the Bonds and coupons of any other series by reason of priority in the time of issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, by and between the parties hereto for the benefit of those who shall hold the Bonds and coupons, or any of them, to be issued under the Indenture as follows:

ARTICLE I.

Description of Bonds of the Tenth Series.

SECTION 1. The tenth series of Bonds to be executed, authenticated and delivered under and secured by the Original Indenture shall be Bonds of the Tenth Series. The Bonds of the Tenth Series shall be designated as "First Mortgage Bonds, 8 3/4% Series Due 2000" of the Company. The Bonds of the Tenth Series shall be executed, authenticated and delivered in accordance with provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, as amended, and subject to all the terms, conditions and covenants of this Supplemental Indenture.

Bonds of the Tenth Series shall mature September 1, 2000 and shall bear interest at the rate of eight and three-quarters per cent (8 3/4%) per annum payable semi-annually on the first days of March and September in each year. Every fully registered Bond of the Tenth Series shall be dated as of the date of authentication, except that, notwithstanding the provisions of Section 6 of Article II of the Original Indenture, if any Bond of the Tenth Series shall be authenticated at any time subsequent to the record date (as hereinafter in this Section defined) for any interest payment date for Bonds of the Tenth Series but prior to the day following such interest payment date, it shall be dated as of the day following such interest payment date; provided, however, that if at the time of authentication of any Bond of the Tenth Series, such Bond interest shall be in default on any Bonds of the Tenth Series, such Bond