

WHEREAS, the Company did, in the Original Indenture, in said First Supplemental Indenture, in said Second Supplemental Indenture, in said Fifth Supplemental Indenture, in said Sixth Supplemental Indenture, in said Seventh Supplemental Indenture and in said Eighth Supplemental Indenture, grant and convey unto said Trustee certain of its properties, real, personal and mixed, in order to secure the payment of the principal of and premium, if any, and interest on all Bonds at any time issued and outstanding under the Original Indenture and all indentures supplemental thereto (said Original Indenture and all indentures supplemental thereto, including this Supplemental Indenture, being hereinafter referred to collectively as the "Indenture"), all upon the terms and conditions and trusts specified in the Indenture; and

WHEREAS, § 16.01 of the Original Indenture, as amended by Section 5.08 of the Seventh Supplemental Indenture, provides, among other things, that the Company may execute and file with the Trustee and the Trustee at the request of the Company may join in indentures supplemental to the Indenture and which thereafter shall form a part thereof for the purposes, among other things, of (a) providing 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 of the Indenture, and to fix the terms of such series, (b) subjecting to the lien of the Indenture or perfecting the lien thereof upon any additional properties of any character, (c) (subject to the provisions of Article 12 and § 16.01 of the Indenture) modifying any of the provisions of the Indenture, and (d) for any other purpose not inconsistent with the terms of the Indenture, and which shall not impair the security of the same, or for the purpose of curing any ambiguity or curing, correcting or supplementing any defective or inconsistent provision contained in the Indenture; and

WHEREAS, there have heretofore been issued under the Indenture \$7,450,000 principal amount of First Mortgage Bonds, 3 $\frac{3}{4}$ % Series due 1976 (hereinafter called "Bonds of the 1976 Series"), \$2,600,000 principal amount of First Mortgage Bonds, 4 $\frac{1}{2}$ % Series due 1977 (hereinafter called "Bonds of the 1977 Series"), \$2,000,000 principal amount of First Mortgage Bonds, 4 $\frac{3}{8}$ % Series due 1981 (hereinafter

called "Bonds of the 1981 Series"), \$3,500,000 principal amount of First Mortgage Bonds, 5 $\frac{1}{2}$ % Series due 1983 (hereinafter called "Bonds of the 1983 Series") and \$6,000,000 principal amount of First Mortgage Bonds, 5 $\frac{3}{4}$ % Series due 1985 (hereinafter called "Bonds of the 1985 Series"), of which \$5,250,000 (as of March 1, 1962) principal amount of Bonds of the 1976 Series, \$1,925,002 (as of March 1, 1962) principal amount of Bonds of the 1977 Series, and all of the Bonds of the 1981 Series, the 1983 Series and the 1985 Series remain outstanding on the date of the execution and delivery of this Supplemental Indenture; and

WHEREAS, the Company desires to modify the Indenture and the rights and obligations of the Company and of the holders of the Bonds as in this Supplemental Indenture provided, and to execute and deliver this Supplemental Indenture, in accordance with the provisions of Article 12 and Article 16 of the Indenture; and

WHEREAS, the Board of Directors of the Company has established by resolution the terms of a new series of Bonds to be designated First Mortgage Bonds, 5 $\frac{1}{8}$ % Series due 1987, to be due March 1, 1987 (hereinafter sometimes referred to as the "Bonds of the 1987 Series"), in the principal amount of Six Million Dollars (\$6,000,000), and has authorized the issue of said Bonds of the 1987 Series to obtain funds for the corporate purposes of the Company; and

WHEREAS, the holders of all of the outstanding Bonds have executed and filed with the Trustee an instrument or instruments expressly consenting to the modification of the Indenture as provided for in § 5.02 of this Supplemental Indenture; and

WHEREAS, the Company desires to execute this Supplemental Indenture for the purpose of providing for the creation of the Bonds of the 1987 Series and fixing the terms of the Bonds of the 1987 Series, confirming the lien of the Original Indenture, as heretofore supplemented, subjecting to the lien thereof the additional properties acquired by the Company since the execution and delivery of the Eighth Supplemental Indenture and modifying certain of the provisions of the Indenture; and