

amount of Six Million, five hundred thousand dollars (\$6,500,000), of which Six Million, three hundred and five thousand dollars (\$6,305,000) are presently outstanding; and

WHEREAS, the Company heretofore executed and delivered its Fifth Supplemental Indenture dated December 1, 1949 (hereinafter called the "Fifth Supplemental Indenture"), to said Original Indenture providing for the issuance thereunder of the Company's First Mortgage Bonds, 2½% Series Due 1954, in the aggregate principal amount of Thirty-two Million, five hundred thousand dollars (\$32,500,000), of which Thirty-one Million, five hundred twenty-five thousand dollars (\$31,525,000) are presently outstanding; and

WHEREAS, the Company heretofore executed and delivered its Seventh Supplemental Indenture dated December 1, 1951 (hereinafter called the "Seventh Supplemental Indenture"), to said Original Indenture amending Article IV of the Second Supplemental Indenture, Article IV of the Fourth Supplemental Indenture and Article IV of the Fifth Supplemental Indenture and providing for the issuance thereunder of the Company's First Mortgage Bonds, 3½% Series Due 1951, in the aggregate principal amount of Five Million, two hundred fifty thousand dollars (\$5,250,000) of which Five Million, one hundred ninety-eight thousand dollars (\$5,198,000) are presently outstanding; and

WHEREAS, the Company has heretofore executed and delivered its Eighth Supplemental Indenture dated May 1, 1952 (hereinafter called the "Eighth Supplemental Indenture"), to said Original Indenture providing for the issuance thereunder of the Company's First Mortgage Bonds, 3½% Series Due 1952, in the aggregate principal amount of Four Million, seven hundred fifty thousand dollars (\$4,750,000) of which Four Million, seven hundred and three thousand dollars (\$4,703,000) are presently outstanding; and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional bonds on the basis of net bondable value of property additions not subject to an unfunded prior lien, upon compliance with the provisions of Article III of the Original Indenture, as amended; and

WHEREAS, the Company desires by this Ninth Supplemental Indenture to provide for the creation of a new series of bonds under the Original Indenture to be designated "First Mortgage Bonds, 3½% Series Due 1954" (hereinafter called "Bonds of the Seventh Series"); and the Original Indenture provides that certain terms and provisions, as determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided by the execution of an appropriate supplemental indenture; and

WHEREAS, the Company in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and indentures supplemental thereto, and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a supplemental indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Ninth Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and of the mutual covenants herein contained and of the sum of One Dollar duly paid by the Trustee to the Company at or before the time of the execution of these presents, and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Original Indenture as amended by all indentures supplemental thereto (hereinafter sometimes collectively called "the Indenture") according to their tenor, purport and effect, and to declare certain terms and conditions upon and subject to which Bonds are to be issued and secured, the Company has executed, and delivered this Supplemental Indenture and by these presents grants, bargains, sells, warrants, alienes, releases, conveys, assigns, transfers, mortgages, pledges, sets over and ratifies and confirms unto Harris Trust and Savings Bank, as Trustee, and to its successors in Trust