§ 3.04. (A) (relating to issuance of bonds against bonds of other series and refundable debt) of the original Indenture as amended by Section 3 of the First Supplemental Indenture, by Section 3 of the Fourth Supplemental Indenture, by Section 3 of the Fifth Supplemental Indenture, by Section 3 of the Sixth Supplemental Indenture, by Section 3 of the Seventh Supplemental Indenture and by Section 3 of the Eighth Supplemental Indenture is hereby further amended effective upon the execution and delivery of this Supplemental Indenture by inserting in said section immediately after the words "Series A", wherever they occur, the words "Series B", "Series C", "Series D", "Series E", "Series F", "Series G" and "Series H".

The Company agrees to observe and comply with the provisions of said sections, as so amended, so long as any Bonds of Series A, Series B, Series C, Series D, Series E, Series F, Series G or Series H issued under and secured by the original Indenture and all supplements thereto including this Ninth Supplemental Indenture shall be outstanding.

Section 4. The Company covenants and agrees that so long as the Bonds of Series H shall remain outstanding, it will during each three year period beginning November 1, 1961, upon the written request of the holders or registered owners of not less than twenty-five per centum (25%) in principal amount of the Bonds of Series H then outstanding, have the physical properties of the Company inspected at the Company's expense by an engineer or firm of engineers (who may be in the regular employ of the Company or under regular retainer from the Company) selected by the Board of Directors and satisfactory to the Trustee, in order to determine whether the physical properties of the Company have been maintained by the Company in accordance with its covenants contained in §5.12 of the original Indenture, as amended by Section 4 of the Eighth Supplemental Indenture. Said engineer or firm of engineers shall within a reasonable time after such request is made, file a written report with the Trustee and the Company, which report shall express an opinion whether the covenants of the Company contained in §5.12 of the original Indenture, as amended by Section 4 of the Eighth Supplemental Indenture, have been met.

The Company shall forthwith mail a copy of said report to each holder or registered owner of Bonds of Series H who requested that the physical properties of the Company be inspected as aforesaid. The Trustee shall have no duty in respect of such report furnished to it as aforesaid, except to retain the same on file for inspection by the holders of the Bonds of Series H outstanding hereunder.

Section 5. §5.16 of the Original Indenture and §5.18 of the Original Indenture, as amended and modified by the First Supplemental Indenture and the Second Supplemental Indenture, shall not be applicable to the Bonds of Series H.

Section 6. All the covenants, stipulations, promises and agreements in this Ninth Supplemental Indenture contained by or on behalf of the Company or of the Trustee shall inure to and bind their respective successors and assigns as well as any and all obligors on the bonds, as defined in § 16.14 of the original Indenture.

Section 7. Although this Ninth Supplemental Indenture is dated for convenience and for the purpose of reference as of November 1, 1961, the actual dates of execution by the Company and by the Trustee are as indicated by their respective acknowledgments hereto annexed.

Section 8. In order to facilitate the recording or filing of this Ninth Supplemental Indenture, the same may be simultaneously executed in several counterparts, each of