

accounts representing appropriations of surplus or retained earnings and excluding items charged or chargeable to paid-in or capital surplus) except dividends or other distributions to stockholders and transfers to capital.

(B) The provisions of § 6.10 (relating to use of cash to retire Bonds) 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, by Section 3 of the Eighth Supplemental Indenture and by Section 3 of the Ninth Supplemental Indenture are 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", "Series H" and "Series I".

The provisions of § 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 are 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", "Series H" and "Series I".

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, Series H or Series I issued under and secured by the original Indenture and all supplements thereto including this Tenth Supplemental Indenture shall be outstanding.

SECTION 4. The Company covenants and agrees that so long as the Series I Bonds shall remain outstanding, it will on one occasion during

each three year period, commencing with the three year period beginning December 1, 1966, upon the written request of the holders or registered owners of not less than twenty-five per centum (25%) in principal amount of the Series I Bonds 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 Series I Bonds 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 Series I Bonds outstanding hereunder.

SECTION 5. The provisions of § 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 Series I Bonds.

SECTION 6. All the covenants, stipulations, promises and agreements in this Tenth 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 Tenth Supplemental Indenture is dated for convenience and for the purpose of reference as of December 1,