|                        |      |       |       |         | ۰.      |         |         |         |         |         |         |         |   |
|------------------------|------|-------|-------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---|
| The                    |      |       |       |         |         |         |         |         |         |         |         |         | If Red<br>the To<br>Perio<br>Januar   |
| redemption of Bonds of | 1979 | 1978  | 1977  | 1976    | 1975    | 1974    | 1973    | 1972.   | 1971    | 1970    | 1969    | 1968    | seemed During<br>welve Months'<br>od Beginning<br>yl of the Year                      |
| f Bonds of S           |      | 4.09% | 4.38% | 4.67%   | 436%    | 5.25%   | 5.54%   | 5.84%   | 6.13%   | 6.42%   | 6,71%   | 7.00%   | A Premium of  |
| Series (               | 1    | 1     | 1     | 1       | 1       | 1       | 1 225   | 1       | 1       | 1       | 1       | 1       | If Rede<br>the Tw<br>Period<br>January  |
| G in accordance with   | 991  | 990   | 989   | 988     | 987     | 986     | 985     | 984     | 983     | 982     | 981     | 1980    | If Redeemed During<br>the Twelve Months'<br>Period Beginning<br>fanuary 1 of the Year |
| ice-with this          |      |       |       | . 1.17% | . 1.46% | . 1.75% | . 2.04% | . 2.34% | . 2.63% | . 2.92% | . 3.21% | . 3.50% | A Premium of  |

14

The redemption of Bonds of Series G in accordance with this Article II and the procedure therefor shall be governed by the applicable provisions of Article IV of the Original Mortgage, except as otherwise specified in this Ninth Supplemental Indenture.

## ARTICLE III

## CONCERNING THE TRUSTEES

The recitals contained in this Ninth Supplemental Indenture and in the Bonds of Series G (except as contained in the Corporate Trustee's certificate of authentication endorsed on such Bonds) shall be taken as the statements of the Company, and the Trustees assume no responsibility for the correctness of the same. The Trustees make no representations as to the validity or sufficiency of this Ninth Supplemental Indenture or of the Bonds of Series G or the coupons appertaining thereto.

Except as herein otherwise provided, no duties, responsibilities or habilities are assumed by the Trustees by reason of this Ninth Supplemental Indenture other than as set forth in the Mortgage ; and this Ninth Supplemental Indenture is executed and accepted by the Trustees subject to all of the terms and conditions set forth in the Mortgage as fully to all intents as if the same were set forth herein at length.

ARTICLE IV

15

MISCELLANEOUS

Section 1. The Mortgage is hereby further amended and supplemented by adding to the first paragraph of Section 2 of Article XVII of the Original Mortgage, as amended and supplemented by Section 1 of Article V of the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture and the Eighth Supplemental Indenture, immediately following clause (iv) of said Section 1 of Article V, the following:

"provided, further, that, without the consent of the holders of all Bonds of Series 6, as "évidenced by appropriate legends endorsed thereon, no such modification or alteration shall:

(i) permit the creation by the Company of any mortgage or other lien in the nature of a mortgage ranking prior to or on a parity with the lien of the Mortgage of of any indenture supplemental thereto with respect to any property covered thereby, otherwise than as expressly permitted by the Mortgage; or

(ii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds; or

(iii) alter or impair the obligation of the Company to pay the principal sum or the interest specified in any Bonds at the places and in the manner specified therein or in any interest coupon appertaining thereto; or

(iv) extend the time of payment of the principal sum of, or the time or times of payment of any interest on, the Bonds of Series G."

All-of the other terms, conditions and provisions of the Mortgage, unless inconsistent with the express provisions hereof, shall be deemed to be incorporated in and made a part of this Ninth Supplemental Indenture. The Mortgage as supplemented by this Ninth Supplemental Indenture, the lien thereof and the security afforded thereby, are in all respects ratified and confirmed; and the Mortgage and this Ninth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Secretary 2. Nothing in this Ninth Supplemental Indenture is intended of shall be construed to confer upon or give to any person,