

WHEREAS, George G. Moore resigned as Individual Trustee under the Indenture and Louis D. Thorne became the duly appointed and acting Individual Trustee under the Indenture;

WHEREAS, the Company has heretofore executed and delivered to the Trustee and to Louis D. Thorne a Fourth Supplemental Indenture (herein called the "Fourth Supplemental Indenture"), dated as of January 15, 1983, creating a fourth series of bonds designated "First Mortgage Bonds, 3 1/4% Series due 1983";

WHEREAS, the Company has heretofore executed and delivered to the Trustee and to Louis D. Thorne a Fifth Supplemental Indenture (herein called the "Fifth Supplemental Indenture"), dated as of February 15, 1985, creating a fifth series of bonds designated "First Mortgage Bonds, 3 1/4% Series due 1985";

WHEREAS, Louis D. Thorne has resigned as Individual Trustee under the Indenture and B. M. Lamberson has become and is now the duly appointed and acting Individual Trustee under the Indenture;

WHEREAS, the Company has heretofore executed and delivered to the Trustee and to B. M. Lamberson a Sixth Supplemental Indenture (herein called the "Sixth Supplemental Indenture"), dated as of January 1, 1990, creating a sixth series of bonds designated "First Mortgage Bonds, 3% Series due 1990";

WHEREAS, the Company has heretofore executed and delivered to the Trustee and to B. M. Lamberson a Seventh Supplemental Indenture (herein called the "Seventh Supplemental Indenture"), dated as of October 1, 1995, creating a seventh series of bonds designated "First Mortgage Bonds, 4 1/4% Series due 1995";

WHEREAS, the Company has heretofore executed and delivered to the Trustee and to B. M. Lamberson an Eighth Supplemental Indenture (herein called the "Eighth Supplemental Indenture"), dated as of May 15, 1997, creating an eighth series of bonds designated as "First Mortgage Bonds, 5 1/4% Series due 1997" and amending the Indenture in certain respects;

WHEREAS, the Company desires in and by this Ninth Supplemental Indenture to create a ninth series of bonds to be issued under the Indenture, to designate or otherwise distinguish such series, to specify the

particulars necessary to describe and define the same, and to specify such other provisions and agreements in respect thereof as are in said Indenture provided or permitted;

WHEREAS, the Company also desires in and by this Ninth Supplemental Indenture to record the description of, and confirm unto the Trustee, certain property which is subject to the lien of the Indenture; and

WHEREAS, all acts and things necessary to make this Ninth Supplemental Indenture, when duly executed and delivered, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been done and performed; and the execution and delivery of this Ninth Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar in lawful money of the United States of America paid to the Company by the Trustee at or before the execution and delivery of this Ninth Supplemental Indenture, the receipt whereof is hereby acknowledged, and of other good and valuable considerations, it is agreed by and between the Company and the Trustee as follows:

DESCRIPTION OF CERTAIN PROPERTY SUBJECT TO THE LIEN OF THE INDENTURE

The Company hereby confirms unto the Trustee, and records the description of the property described in Schedule A hereto attached and expressly made a part hereof, which property is subject to the lien of the Indenture in all respects as if originally described therein.

ARTICLE I.

FIRST MORTGAGE BONDS, 6 1/4% SERIES DUE 1998.

SECTION 1. There is hereby created a ninth series of bonds to be issued under and secured by the Indenture, to be designated, distinguished and known as "First Mortgage Bonds, 6 1/4% Series due 1998," of the Company (herein called "Bonds of Ninth Series"). Bonds of Ninth Series may be issued without limitation as to aggregate principal amount except as provided in the Indenture and in this Ninth Supplemental Indenture. The Bonds of Ninth Series shall be registered bonds without coupons and shall