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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, 2% Series Due 1984, 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, 1961 (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, 3 1/4% Series Due 1981, 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, 3 1/4% Series Due 1982, 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 has heretofore executed and delivered its Ninth Supplemental Indenture dated October 1, 1954 (hereinafter called the "Ninth Supplemental Indenture"), to said Original Indenture providing for the issuance thereunder of the Company's First Mortgage Bonds, 3 1/4% Series Due 1984, in the aggregate principal amount of Eight Million Dollars (\$8,000,000), of which Eight Million Dollars (\$8,000,000) are presently outstanding; and

WHEREAS, the Company has heretofore executed and delivered its Tenth Supplemental Indenture dated September 1, 1961 (hereinafter

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called the "Tenth Supplemental Indenture") to said Original Indenture providing for the issuance thereunder of the Company's First Mortgage Bonds, 4 1/4% Series Due 1991, in the aggregate principal amount of Thirteen Million Dollars (\$13,000,000), of which Thirteen Million Dollars (\$13,000,000) are presently outstanding; and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional bonds on the basis of yet 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 Eleventh Supplemental Indenture to provide for the creation of a new series of bonds under the Original Indenture to be designated "First Mortgage Bonds, 7 5/8% Series Due 1999" (hereinafter called "Bonds of the Ninth 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 Eleventh 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