

Series are outstanding no Bonds of the Ninth Series so delivered, purchased or redeemed and cancelled shall be made the basis for the authentication and delivery of Bonds, or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Original Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture or of this Supplemental Indenture.

Section 2. The Company covenants and agrees that so long as any of the Bonds of the Ninth Series are outstanding: (A) the provisions of Sections 2, 3 and 4 of Article IV, as amended, of the Second Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 2 7/8% Series Due 1979 are outstanding; (B) the provisions of Sections 2, 3 and 4 of Article IV, as amended, of the Fourth Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 2 3/4% Series Due 1979 are outstanding; (C) the provisions of Sections 2, 3 and 4 of Article IV, as amended, of the Fifth Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 2 3/4% Series Due 1984, are outstanding; (D) the provisions of Sections 2, 3 and 4 of Article IV of the Seventh Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 3 1/4% Series Due 1981, are outstanding; (E) the provisions of Sections 2, 3 and 4 of Article IV of the Eighth Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 3 1/4% Series Due 1982, are outstanding; (F) the provisions of Sections 2, 3 and 4 of Article IV of the Ninth Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 3 1/8% Series Due 1984, are outstanding; (G) the provisions of Sections 2, 3 and 4 of Article IV of the Tenth Supplemental Indenture shall continue in full force and effect so long as any of the First Mortgage Bonds, 4 3/4% Series Due 1981, are outstanding and (H) after the retirement by redemption, payment at maturity or otherwise of all of the First Mortgage Bonds, 2 7/8% Series Due 1979, all of the First Mortgage Bonds, 2 3/4% Series Due 1984, all of the First Mortgage Bonds, 2 3/4% Series Due 1981, all of the First Mortgage Bonds, 3 1/4% Series Due 1984, all of the First

Mortgage Bonds, 3 1/4% Series Due 1982, all of the First Mortgage Bonds, 3 1/8% Series Due 1984 and all of the First Mortgage Bonds, 4 3/4% Series Due 1991, it will provide a Maintenance Fund (herein called the Maintenance Fund) as follows:

The total expenditures of the Company for (i) maintenance and repairs, (ii) replacements, and (iii) bondable property in excess of retirements theretofore certified to the Trustee pursuant to this Section, for the period from January 1, 1949 to December 31, inclusive, of the last year included in said period (determined as hereinafter set forth), together with the amount of cash theretofore deposited with the Trustee during said period pursuant to this Section will be at least equal to 15% of the amount of operating revenues of the Company during the same period; to the extent of any deficiency, the Company will on or before each April 30 thereafter, either (x) certify to the Trustee expenditures for bondable property charged to plant accounts on or after January 1, 1949 in excess of the cost of property retirements credited to plant accounts of the Company on or after January 1, 1949 which, except as otherwise permitted in this Section, have not previously been made the basis of the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Original Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, or (y) deposit cash or principal amount of Bonds of the Ninth Series theretofore issued and outstanding, with the Trustee.

On or before April 30, 1969 and on or before each April 30 thereafter, the Company shall file with the Trustee:

- (a) An officers' certificate stating as of the end of the calendar year preceding the date of the Certificate:
- (i) the amount of the operating revenues of the Company, as defined in Section 4 of this Article IV, during the period beginning January 1, 1949;