

Mortgage shall be executed and delivered by the Company to the Trustee pursuant to authorization by the Board of Directors of the Company and filed for record in all counties in which the Mortgaged and Pledged Property is located, further increasing or decreasing the amount of future advances which may be secured by the Mortgage, as supplemented, the Mortgage, as supplemented, may secure future advances and other indebtedness and sums not to exceed in the aggregate Five Hundred Million Dollars (\$500,000,000), in addition to the One Hundred Sixty-nine Million, Thirty Thousand Dollars (\$169,030,000) in aggregate principal amount of bonds to be Outstanding at the time of such filing, and all such advances and other indebtedness and sums shall be secured by the Mortgage, as supplemented, equally, to the same extent and with the same priority, as the amount originally advanced on the security of the Mortgage, viz., Forty-six Million Dollars (\$46,000,000) and such advances and other indebtedness and sums may be made or become owing and may be repaid and again made or become owing and the amount so stated shall be considered only as the total amount of such advances and other indebtedness and sums as may be outstanding at one time.

ARTICLE V.

Miscellaneous Provisions.

SECTION 5. Subject to the amendments provided for in this Seventh Supplemental Indenture, the terms defined in this Mortgage, as heretofore supplemented, shall, for all purposes of this Seventh Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 6. Section 39 of the Mortgage is hereby amended by inserting the words "and provided further that the Company may not deposit cash prior to November 1, 1966, in anticipation of the requirements of this Section or of Section 3 of the Seventh Supplemental Indenture in respect of the 4 1/2 % Series due 1991 other than a requirement becoming due in the current calendar year, if the cash so deposited represents borrowed funds, or is in anticipation of funds to be borrowed, having an interest cost (calculated in accordance with acceptable financial practice) of less than four and one-half per centum (4 1/2 %) per annum," after the words "in excess of the cost of redeeming bonds of such series on the next available redemption date (including accrued interest to such redemption date in such cost)."

So long as any bonds of the Eighth Series are Outstanding, any cash held at any time in any sinking or improvement fund or similar device for the retirement of bonds (other than cash deposited under the provisions of Section 64 of the Mortgage, which cash shall be governed as provided in the Mortgage, as supplemented) of the First, Second, Third, Fourth, Fifth, Sixth, Seventh or Eighth Series shall continue to be deemed to be and to have been Funded Cash, notwithstanding that all bonds of one or more of such series shall have ceased to be Outstanding.

SECTION 7. The provisions of the third and fourth paragraphs of Section 64 of the Mortgage with reference to the bonds of the First Series (herein called "1965 Series"), shall also be deemed to apply separately to the bonds of the Eighth Series to the same extent as if such paragraphs had been repeated in said Section 64 with the words "Eighth Series" substituted therein wherever the figure and word "1965 Series" occur.

SECTION 8. The Trustee hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Seventh Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVI of the Mortgage shall apply to and form part of this Seventh Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Seventh Supplemental Indenture.

SECTION 9. Subject to the provisions of Article XV and Article XVI of the Mortgage, whenever in this Seventh Supplemental Indenture either of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Seventh Supplemental Indenture contained by or on behalf of the Company or by or on behalf of the Trustee shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.