The remainder of the Bonds of the 1978 Series to be purchased shall be selected from the Bonds of the 1978 Series tendered, other than those purchased pursuant to the last preceding sentence, on the basis of purchasing first the Bonds tendered at the lowest price or prices and selecting by lot Bonds to be purchased from among Bonds tendered at the same price; *provided, however,* that in selecting Bonds from among Bonds tendered at the same price Bonds shall so far as practicable be selected from coupon Bonds not registered as to principal in preference to fully registered Bonds or coupon Bonds registered as to principal up to such principal amount as may be necessary to make the aggregate amount of coupon Bonds not registered as to principal which shall be purchased pursuant to this sentence the same percentage of the total amount of Bonds purchased pursuant to this sentence and the last preceding sentence that the amount of coupon Bonds of the 1978 Series not registered as to principal at the time outstanding is of the total principal amount of Bonds of the 1978 Series at the time outstanding. The portion of any fully registered Bonds to be purchased shall be in the principal amount of $1,000, or a multiple thereof.

Section 10. Notwithstanding any other provisions of the Original Indenture or any other indenture supplemental thereto or of the bonds issued thereunder, the obligations of the Company pertaining to the Sinking Fund for the Bonds of the 1978 Series shall not be changed or modified except with the consent in writing or by vote of the holders of not less than seventy-five per centum (75%) in principal amount of the Bonds of the 1978 Series at the time of such consent or vote outstanding.

ARTICLE IV.

Dividend and Replacement Fund Covenants.

The Company hereby covenants that, so long as any of the Bonds of the 1978 Series shall remain outstanding, the covenants and agreements of the Company set forth in *§4.10* and *§4.11* of the Original

Indenture shall be and remain in full force and effect, and be duly observed and complied with by the Company, irrespective of whether or not any First Mortgage Bonds, 2⅞% Series due 1969, shall then remain outstanding.

ARTICLE V.

The Trustees.

The Trustees accept the trust created by this Supplemental Indenture upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth. The recitals in this Supplemental Indenture are made by the Company only and not by the Trustees. Each and every term and condition contained in *Article 13* of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

ARTICLE VI.

Miscellaneous Provisions.

Section 1. So long as any Bonds of the 1978 Series are outstanding, unless this requirement shall be waived in writing or by vote by the holders of not less than seventy-five per centum (75%) in principal amount of the Bonds of the 1978 Series at the time of such waiver outstanding, in addition to complying with any net earnings requirements provided for in the Original Indenture, the Company shall also comply with such net earnings requirements modified so that net operating revenues attributable to gas systems and plants leased from others shall be excluded; and in order to show such compliance, the Company, whenever it shall be required under the Indenture to file with the Principal Trustee a "net earnings certificate" in conformity with the provisions of *§1.06* of the Original Indenture, shall also file an addi-