

this Article (and bonds heretofore or hereafter purchased by the Principal Trustee, redeemed or retired or surrendered to the Principal Trustee and cash, property or other credits heretofore or hereafter used under any sinking, amortization, improvement or other fund for the benefit of the holders of the bonds of any series heretofore or hereafter issued, except property additions used as a credit under *subdivision (1) of §4.10 of the Original Indenture* or under any similar provision hereafter established for bonds of any series and whether or not at the same rate) shall not thereafter, so long as any Bonds of the 1983 Series are outstanding, be made the basis for the issue of bonds, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Indenture.

When none of the Bonds of the 1983 Series are outstanding, then the aggregate principal amount of Bonds redeemed under the provisions of this Article, may be made the basis for the issue of bonds, under the provisions of §3.07 of the Original Indenture, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Indenture.

SECTION 5. 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 1983 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 1983 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 1983 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, 2 $\frac{3}{4}$ % 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 1983 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 1983 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 additional similar certificate as to the Company's net earnings for the