

withdrawal of cash, or the taking of a credit under any of the provisions of the Indenture.

When none of the Bonds of the 1953 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 1953 Series shall not be changed or modified except with the consent in writing or by vote of the holders of not less than 75% in principal amount of the Bonds of the 1953 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 1953 Series shall remain outstanding, the covenants and agreements of the Company set forth in § 4.16 and § 4.17 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, 27½% Series due 1959, 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 Supple-

mental 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 1953 Series are outstanding, unless this requirement shall be waived in writing or by vote of the holders of not less than 75% in principal amount of the Bonds of the 1953 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 period covered by said "net earnings certificate" in which the net earnings of the Company shall be computed in accordance with the provisions of said § 1.06, except that (a) there shall be excluded from the gross operating revenues derived from the gas business required to be shown by Clause (1) of subdivision (A) of § 1.06 an amount equal to the gross operating revenues attributable to any gas systems and plants leased from others; and (b) there shall be excluded from the operating expenses required to be shown by Clause (2) of subdivision (A) of said § 1.06 an amount equal to all operating expenses attributable to any such gas systems and plants.

SECTION 2. The Company, with the approval of the Principal Trustee, may enter into a written agreement with the holder of any