

ARTICLE II

REDEMPTION OF BONDS OF SERIES F

Bonds of Series F may be redeemed as a whole at any time, or in part from time to time, on any date prior to the maturity thereof, at the option of the Company, at a redemption price equal to the principal sum to be redeemed plus (i) all accrued interest on such principal sum to the date fixed for redemption, and (ii), in case of redemption prior to January 1, 1991, a premium equal to a percentage of such principal sum determined as follows:

If Redeemed During the Twelve Months Period Beginning January 1 of the Year	A Premium of	If Redeemed During the Twelve Months Period Beginning January 1 of the Year	A Premium of
1967.....	5 %	1979.....	2 1/2 %
1968.....	4 3/4 %	1980.....	2 1/4 %
1969.....	4 3/8 %	1981.....	2 1/8 %
1970.....	4 3/8 %	1982.....	1 7/8 %
1971.....	4 1/8 %	1983.....	1 5/8 %
1972.....	4 %	1984.....	1 1/2 %
1973.....	3 3/4 %	1985.....	1 1/4 %
1974.....	3 1/2 %	1986.....	1 %
1975.....	3 3/8 %	1987.....	7/8 %
1976.....	3 3/8 %	1988.....	5/8 %
1977.....	2 7/8 %	1989.....	3/8 %
1978.....	2 3/4 %	1990.....	1/4 %

The redemption of Bonds of Series F in accordance with this Article II and the procedure therefor shall be governed by the applicable provisions of Article IV of the Original Mortgage, except as otherwise specified in this Eighth Supplemental Indenture.

ARTICLE III

CONCERNING THE TRUSTEES

The recitals contained in this Eighth Supplemental Indenture and in the Bonds of Series F (except as contained in the Corporate Trustee's certificate of authentication endorsed on such Bonds) shall be taken as the statements of the Company, and the Trustees assume

no responsibility for the correctness of the same. The Trustees make no representations as to the validity or sufficiency of this Eighth Supplemental Indenture or of the Bonds of Series F or the coupons appertaining thereto.

Except as herein otherwise provided, no duties, responsibilities or liabilities are assumed by the Trustees by reason of this Eighth Supplemental Indenture other than as set forth in the Mortgage; and this Eighth Supplemental Indenture is executed and accepted by the Trustees subject to all of the terms and conditions set forth in the Mortgage as fully to all intents as if the same were set forth herein at length.

ARTICLE IV

MISCELLANEOUS

SECTION 1. The Mortgage is hereby further amended and supplemented by adding to the first paragraph of Section 2 of Article XVII of the Original Mortgage, as amended and supplemented by Section 1 of Article V of the Fifth Supplemental Indenture, immediately following clause (iv) of said Section 1 of Article V, the following:

"provided, further, that, without the consent of the holders of all Bonds of Series F, as evidenced by appropriate legends endorsed thereon, no such modification or alteration shall:

- (i) permit the creation by the Company of any mortgage or other lien in the nature of a mortgage ranking to or on a parity with the lien of the Mortgage or of any indenture supplemental thereto with respect to any property covered thereby, otherwise than as expressly permitted by the Mortgage; or
- (ii) effect a reduction of the percentage required for any action authorized to be taken by the holders of the Bonds; or
- (iii) alter or impair the obligation of the Company to pay the principal sum or the interest specified in any Bonds at the places and in the manner specified therein or in any interest coupon appertaining thereto; or