

SECTION 4. So long as any Bonds of the 1989 Series are outstanding, unless this requirement shall be waived in writing or by vote by the holders of not less than 75% in principal amount of the Bonds of the 1989 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 5. Upon the filing of this Eighth Supplemental Indenture for record in all jurisdictions in which the mortgaged property is located and until a further indenture or indentures supplemental to the Original Indenture shall be executed and delivered by the Company to the Trustee and so filed for record, increasing or decreasing the amount of advances to the Company or obligations payable by the Company (herein called "Mortgage Debt") which may be secured by the lien created by the Indenture, the lien of the Indenture may secure Mortgage Debt at any one time outstanding to be incurred after the date of the Fifth Supplemental Indenture, dated as of May 1, 1963, in an amount not to exceed Two Hundred Million Dollars (\$200,000,000). All Mortgage Debt so incurred shall be secured by the Indenture *pari passu* with, and to the same extent and with the same priority as, the Mortgage Debt incurred prior to the date of the Fifth Supplemental Indenture.

SECTION 6. The Company, with the approval of the Principal Trustee, may enter into a written agreement with the holder of any Bond of the 1989 Series providing that payment of such Bonds called for redemption in

part only may be made directly by mail to the holder thereof without presentation or surrender thereof if there shall be delivered to the Principal Trustee an agreement (which may be a composite with other such agreements) between the Company and such holder (or other person acting as agent for such holder or for whom such holder is a nominee) that payment shall be so made, that prior to any sale, transfer or other disposition of any such Bond, it will be presented to the Principal Trustee for appropriate notation thereon of the portion of the principal amount thereof which has been redeemed or will be surrendered in exchange for a new Bond or Bonds for the unredeemed balance of the principal amount thereof, and that so long as such payments of any such Bond are to be made pursuant to the terms of this Section 6, such Bond shall have a legend of substantially the following tenor imprinted, stamped or otherwise reproduced thereon:

"This Bond is subject to a payment agreement pursuant to which certain payments of principal may be made without presentation for reduction or for exchange for any unredeemed portion of this Bond. Upon request the Principal Trustee will certify the principal amount hereof outstanding as of any given time."

The Principal Trustee shall not be liable or responsible to any such holder or to the Company or to any other person for any act or omission to act on the part of the Company or any such holder in connection with any such agreement. The Company will indemnify and save the Principal Trustee harmless against any liability resulting from any such act or omission and against any liability resulting from any action taken by the Principal Trustee in accordance with the provisions of any such agreement.

SECTION 7. The Indenture is in all respects ratified and confirmed and the Original Indenture, this Supplemental Indenture and all other indentures supplemental to the Original Indenture shall be read, taken and construed as one and the same instrument. Neither the execution of this Supplemental Indenture nor anything herein contained shall be construed to impair the lien of the Indenture on any of the property subject thereto, and such lien shall remain in full force and effect as security for all bonds now outstanding or hereafter issued under the Indenture. All covenants and provisions of the Indenture shall continue in full force and effect, and this Supplemental Indenture shall form part of the Indenture.