

SECTION 8. 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 1991 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 1991 Series at the time of such consent or vote outstanding.

ARTICLE IV.

Dividend Covenant.

The Company hereby covenants that, so long as any of the Bonds of the 1991 Series shall remain outstanding, the covenants and agreements of the Company set forth in § 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, notwithstanding that no First Mortgage Bonds, 27½% Series due 1969, 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. Whenever all bonds of the 3¼% Series due 1974, 4.15% Series due 1978, 4.90% Series due 1981, 4.40% Series due 1983, 4.65% Series due 1985, 6¾% Series due 1987, 8¼% Series due 1989 are no longer outstanding, no property additions shall be deemed to be funded property to the extent that said property additions shall have, at any time, been made the basis of credit under the provisions

of § 4.10 of the Original Indenture or Article IV of each of the first eight Supplemental Indentures.

SECTION 2. The first sentence of the first paragraph of § 2.09 of the Original Indenture is hereby amended to read as follows:

"All bonds issued hereunder shall, from time to time, be signed on behalf of the Company by its President or a Vice President and its corporate seal shall be thereunto affixed and attested by its Secretary or an Assistant Secretary; and the signing of Bonds of the 1989 Series and the signing of and attesting the corporate seal on Bonds of the 1991 Series and bonds of any subsequent series may be validly done by either the manual or facsimile signatures of such authorized officers of the Company."

SECTION 3. So long as any Bonds of the 1991 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 1991 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 4. The Company, with the approval of the Principal Trustee, may enter into a written agreement with the holder of any Bond of the 1991 Series providing that payment of such Bonds called