

Company with the Trustee for any December 1, shall constitute the certificate required by the first paragraph of this Section 8 for such December 1 and shall be the basis for determining the amount of Bonds of the 1980 Series, if any, to be retired under the provisions of paragraph (B) of Section 7 of this Article 2 on the two interest payment dates next succeeding such December 1, unless the Company shall have filed with the Trustee, in addition thereto, prior to such December 1, a certificate of available gas supply signed by an independent engineer selected by the Company in accordance with Section 8, Article 2, of the Third Supplemental Indenture or of the Fourth Supplemental Indenture, in which event, if there shall be a difference in the available gas supply, determined by said two independent engineers, the report or reports designating the smaller available gas supply shall, if the Company shall so agree, be the basis for determining the amount of Bonds of the 1980 Series, if any, to be retired pursuant to paragraph (B) of Section 7 of this Article 2 on said two next succeeding interest payment dates, but if the Company shall elect to have the volume of the Company's available gas supply submitted to arbitration as provided in said Section 8 of Article 2 of the Third Supplemental Indenture or the Fourth Supplemental Indenture, then the decision of the arbitrator shall be the basis for such determination with respect to the amount of Bonds of the 1980 Series to be retired as aforesaid. In case said arbitrator's decision is not filed with the Trustee prior to the December 1 in question, the sinking fund obligations with respect to the Bonds of the 1980 Series based upon volumes of available gas supply determined by the independent engineer selected by the Company shall control until the filing of the decision of said arbitrator with the Trustee.

SECTION 9. Those provisions of §2.02(a), §2.02(j), §3.01, the last proviso in §9.04 and the fourth sentence in §9.07 of the Indenture which are stated to be effective so long as any Bonds of the 1975 Series or the 1976 Series are outstanding are and shall be deemed to be solely for the benefit of the holders from time to time of Bonds of the 1975

Series and the 1976 Series, and any of such provisions may be waived or modified at any time by the required consent or vote of the holders of Bonds of the 1975 Series and the 1976 Series as provided in the Indenture without the consent or vote of the holders of any of the Bonds of the 1980 Series then outstanding.

ARTICLE 3.

The Trustees.

The Trustees hereby accept the trusts hereby declared and provided, and agree to perform the same upon the terms and conditions in the Indenture and in this Eighth Supplemental Indenture set forth.

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eighth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, other than the recital as to the succession of the present Trustees, and all of such recitals are made by the Company solely, except that such recital as to the succession of the present Trustees is made by them solely.

ARTICLE 4.

Miscellaneous Provisions.

SECTION 1. All terms contained in this Eighth Supplemental Indenture which are defined in Article 1 of the Indenture, as amended by this Eighth Supplemental Indenture, shall for all purposes hereof have the meanings given to such terms in Article 1 of the Indenture as so amended, except as herein otherwise expressly provided.

SECTION 2. Although this Eighth Supplemental Indenture, for convenience and for the purpose of reference is dated July 15, 1959, the actual date of execution by the Company and by the Trustees is as indicated by their respective acknowledgments hereto annexed.