

would not affect in the same manner or to the same extent the rights of the holders of the Bonds of any other series, the consent of holders of  $66\frac{2}{3}\%$  in principal amount of the Bonds of each such affected series shall also be necessary for the taking of the action in question.

The Trustee shall be entitled to rely upon an Opinion of Counsel with respect to the relative extent, if any, to which any action taken pursuant to this § 10.05 affects the rights of the holders of Bonds of one or more, but less than all, of the series of Bonds outstanding and whether the consent of holders of  $66\frac{2}{3}\%$  in principal amount of the Bonds of any particular series is required hereunder.

The modification of the terms of the Bonds of a particular series in any respect, or the termination or modification of a sinking fund or other similar fund for the retirement of Bonds of a particular series, shall be deemed to affect only the Bonds of such series.

Bonds authenticated and delivered after the taking of any action pursuant to this § 10.05 may bear a notation in form approved by the Trustee as to any such action. Upon the demand of any Company or of the holder of any Affected Bond outstanding at the date of the taking of any such action, a suitable notation shall be made by the Trustee on any such Bond, by endorsement or otherwise, as to any such action. If the Companies or the Trustee shall so determine, new Bonds, so modified as to conform, in the opinion of the Trustee and the Companies, to any action taken pursuant to this § 10.05, shall be prepared by the Executing Company, authenticated by the Trustee and delivered, without cost, to the holders of Bonds of the same series then outstanding hereunder upon surrender of such Bonds with all coupons not previously payable, in equal aggregate principal amounts. The Companies or the Trustee may require the Bonds outstanding to be presented for notation or exchange as aforesaid, if either of them shall see fit to do so.