

SECTION 9. Those provisions of § 2.02(a), § 2.02(j), 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 1986 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 Thirteenth 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 Thirteenth 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 Thirteenth Supplemental Indenture which are defined in Article 1 of the Indenture, as amended by this Thirteenth 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 Thirteenth Supplemental Indenture, for convenience and for the purpose of reference is dated August 15, 1965, the actual date of execution by the Company and by the Trustees is as indicated by their respective acknowledgments hereto annexed.