

consent of the holders of all of the bonds of the 1994 Series then outstanding; nor shall any past default by the Company in the performance of its obligations under this Section 5, and the consequences thereof, be waived pursuant to the Indenture, without like consent.

SECTION 6. Irrespective of any provision of the Indenture or of the bonds of the 1994 Series to the contrary, so long as any purchaser under one of the Purchase Agreements (as hereinafter defined), or a nominee of such purchaser, shall be a holder of any of the bonds of the 1994 Series, such purchaser or its nominee shall be entitled to the benefits of the provisions of Sections 7 and 8 of the Purchase Agreements. The Trustee shall not be liable or responsible to any such holder or to the Company or to any other holder for any act or omission to act on the part of the Company or any such holder in connection with any such Agreement, and the Company will indemnify and save the Trustee harmless against any liabilities resulting from any such act or omission.

Any provision of the Indenture or of the bonds of the 1994 Series to the contrary notwithstanding, so long as any such purchaser, or a nominee of any such purchaser, shall be a holder of any of the bonds of the 1994 Series, in case of the redemption in part only of the bonds of the 1994 Series the Trustee shall prorate the principal amount of such bonds to be redeemed among all holders of such bonds in proportion to the principal amount of such bonds registered in the name of each such holder and shall then designate for redemption with respect to each such holder particular bonds of such series or portions thereof (\$1,000 or any integral multiple thereof) equal to the principal amount of bonds to be redeemed so prorated to such registered owner; provided, however, that in any such prorating pursuant to this paragraph the Trustee shall, according to such method as it shall deem proper in its discretion, make such adjustments by increasing or decreasing by not more than \$1,000 the amount which would be allocable on the basis of exact proportion to any one or more holders of such bonds, as may be required to provide that the principal amount so prorated shall be in each instance an integral multiple of \$1,000.

As hereinabove used the term "Purchase Agreements" shall mean the several Bond Purchase Agreements dated July 3, 1975 between the Company and each of the purchasers named in Schedule I thereto providing for the original issuance and sale by the Company of the bonds of the 1994 Series, true and correct copies of such Purchase Agreements, certified as such by the