

upon its par value, and in the case of stock having no par value, upon the value stated on the books of the Company; (iii) the total amount of surplus of the Company at such time, whether earned, paid in or capital (or less the amount of any net deficit in the Company's surplus accounts); and (iv) the amount of any then existing premium on capital stock of the Company not included in surplus.

PART FOUR

MISCELLANEOUS.

SECTION 1 (a) For the purpose of § 2.10 of the Indenture and for the purposes of any modification of the provisions of the Replacement Fund referred to in Part Two of this supplemental indenture, the covenants and provisions on the part of the Company which are set forth or incorporated in Part Two of this supplemental indenture shall be for the benefit only of the holders of the bonds of the 1994 Series. Such covenants and provisions shall remain in force and be applicable only so long as any bonds of the 1994 Series shall be outstanding, and, subject to the provisions of paragraph (2) of subdivision (c) of § 10.01 of Article 10 of the Indenture, any such covenants and provisions may be modified with the consent, in writing or by vote at a bondholders' meeting, of the holders of sixty-six and two-thirds per cent (66 $\frac{2}{3}$ %) of the principal amount of the bonds of the 1994 Series at the time outstanding and without the consent of the holders of any other bonds then outstanding under the Indenture; provided, that no such consent shall be effective to waive any past default under such covenants and provisions, and its consequences, unless the consent of the holders of at least a majority in principal amount of all bonds then outstanding under the Indenture is obtained. Such covenants shall be deemed to be additional covenants and none of them shall affect or derogate from, or relieve the Company from, its obligation to comply with any of the other covenants, conditions, requirements or provisions of the Indenture or any other supplemental indenture.

(b) For the purposes of § 2.10 of the Indenture and for the purposes of any modification of the provisions of Part Three of this supplemental indenture, the covenants and provisions on the part of the Company which are set forth or incorporated in said Part Three shall be for the benefit only of the