

indenture dated as of February 1, 1968) is modified with the consent of the holders of bonds of the 1981 Series, the 1986 Series, the 1992 Series, the 1992 Series B, the 1995 Series, the 1997 Series, the 1998 Series, the 1999 Series, the 1999 Series B, the 2000 Series, the 2000 Series B, the 2001 Series, the 2001 Series B, the 2002 Series, the 2002 Series B, the 2003 Series, the 2003 Series B, the 2004 Series, the 2005 Series, the 1994 Series, the 2006 Series, the 2007 Series, the 2008 Series or the 2009 Series and whether or not bonds of the 1981 Series, the 1986 Series, the 1992 Series, the 1992 Series B, the 1995 Series, the 1997 Series, the 1998 Series, the 1999 Series, the 1999 Series B, the 2000 Series, the 2000 Series B, the 2001 Series, the 2001 Series B, the 2002 Series, the 2002 Series B, the 2003 Series, the 2003 Series B, the 2004 Series, the 2005 Series, the 1994 Series, the 2006 Series, the 2007 Series, the 2008 Series or the 2009 Series are outstanding, said sentence shall continue and remain in full force and effect so long as any bonds of the 2009 Series B are outstanding, and with the same force and effect as though said sentence had stated that such provisions were to be applicable so long as any of the bonds of the 2009 Series B are outstanding.

**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 2009 Series B. Such covenants and provisions shall remain in force and be applicable only so long as any bonds of the 2009 Series B 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 (66⅔%) of the principal amount of the bonds of the 2009 Series B 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