

SECTION 3. Whenever all of the bonds of the 1995 Series, the 1979 Series, the 1981 Series, the 1975 Series, the 1986 Series, the 1992 Series and the 1992 Series B shall have been paid, purchased or redeemed, the Trustee shall, upon application of the Company, pay to or upon the order of the Company all cash theretofore deposited with the Trustee pursuant to the provisions of the Replacement Fund and not previously disposed of pursuant to the provisions of the Replacement Fund, and shall deliver to the Company any bonds which shall theretofore have been deposited with the Trustee pursuant to the provisions of the Replacement Fund or paid, purchased or redeemed pursuant to the provisions of the Replacement Fund.

### PART THREE.

#### Additional Covenants of the Company.

SECTION 1. Whether or not the covenants on the part of the Company contained in Part Three of the supplemental indenture dated as of February 1, 1949, are modified with the consent of the holders of bonds of the 2.65% Series, the 1979 Series, the 1981 Series, the 1975 Series, the 1986 Series, the 1992 Series or the 1992 Series B and whether or not bonds of the 2.65% Series, the 1979 Series, the 1981 Series, the 1975 Series, the 1986 Series, the 1992 Series or the 1992 Series B are outstanding, such covenants on the part of the Company contained in said Part Three shall continue and remain in full force and effect so long as any of the bonds of the 1995 Series are outstanding and to the same extent as though the words "or so long as any bonds of the 1995 Series are outstanding" were inserted after the words "so long as any of the bonds of the 1979 Series or any bonds of the 2.65% Series are outstanding" wherever such words appear in said Part Three of the supplemental indenture dated as of February 1, 1949.

SECTION 2. Whether or not the second sentence of paragraph (a) of § 2.08 of the original indenture (making certain provisions for the definition of the term "net amount") applicable while bonds of the 2.65% Series are outstanding and which was originally set forth in Section 4 of Article One of the supplemental indenture dated as of September 1, 1947) is modified with the consent of the holders of bonds of the 2.65% Series, the 1979 Series, the 1981 Series, the 1975 Series, the

1986 Series, the 1992 Series or the 1992 Series B, and whether or not the bonds of the 2.65% Series, the 1979 Series, the 1981 Series, the 1975 Series, the 1986 Series, the 1992 Series or the 1992 Series B are outstanding, said sentence shall continue and remain in full force and effect so long as the bonds of the 1995 Series 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 1995 Series are outstanding.

### PART FOUR. Miscellaneous.

SECTION 1. (a) For the purposes 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 1995 Series. Such covenants and provisions shall remain in force and be applicable only so long as any bonds of the 1995 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 1995 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 holders of the bonds of the 1995