

SECTION 7. When none of the Bonds of the 1989 Series are outstanding, the aggregate principal amount of Bonds retired under the provisions of this Article may be made the basis for the issue of bonds under the provisions of § 3.07 of the Original Indenture, or the withdrawal of cash, or the taking of a credit under any of the provisions of the Indenture.

SECTION 8. Notwithstanding any other provisions of the Original Indenture or any other indenture supplemental thereto or of the bonds issued thereunder, the obligations of the Company pertaining to the Sinking Fund for the Bonds of the 1989 Series shall not be changed or modified except with the consent in writing or by vote of the holders of not less than 75% in principal amount of the Bonds of the 1989 Series at the time of such consent or vote outstanding.

#### ARTICLE IV.

##### Dividend and Replacement Fund Covenants.

The Company hereby covenants that, so long as any of the Bonds of the 1989 Series shall remain outstanding, the covenants and agreements of the Company set forth in § 4.10 and § 4.11 of the Original Indenture shall be and remain in full force and effect, and be duly observed and complied with by the Company, irrespective of whether or not any First Mortgage Bonds, 27½% Series due 1969, shall then remain outstanding.

#### ARTICLE V.

##### The Trustees.

The Trustees accept the trust created by this Supplemental Indenture upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth. The recitals in this Supplemental Indenture are made by the Company only and not by the Trustees. Each and every term and condition contained in Article 13 of the Original Indenture shall apply to this Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

#### ARTICLE VI.

##### Miscellaneous Provisions.

SECTION 1. The second paragraph of § 2.04 of Article 2 of the Original Indenture is hereby amended by deleting the last sentence thereof and substituting therefor the following:

"The Company will pay the interest on any fully registered bond initially issued prior to August 1, 1969 only to or upon the order of the registered owner on the Company's books at the date interest is payable on such bonds, according to the terms thereof. The Company will pay the interest on Bonds of the 1989 Series and on bonds of each series initially issued after August 1, 1969 in the manner and as provided in the supplemental indenture creating such series of bonds."

SECTION 2. The first sentence of the first paragraph of § 2.09 of the Original Indenture is hereby amended to read as follows:

"All bonds issued hereunder shall, from time to time, be signed on behalf of the Company by its President or a Vice President whose signature on Bonds of the 1989 Series and on Bonds of any Series initially issued after August 1, 1969 may be facsimile, and its corporate seal shall be thereunto affixed and attested by its Secretary or an Assistant Secretary."

SECTION 3. The definition of the term "Underwriter" in § 13.14 at pages 195-196 of the Original Indenture is hereby amended to read as follows:

"the term 'underwriter' when used with reference to the Company means every person who, within three years prior to the time as of which the determination is made, has purchased from the Company with a view to, or has offered or sold for the Company in connection with, the distribution of any security of the Company outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission."