

any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and coupons may be made with the consent of the Company, upon the written consent of the holders of not less than $66\frac{2}{3}\%$ in principal amount of the Bonds then outstanding, or by an affirmative vote of the holders of not less than $66\frac{2}{3}\%$ in principal amount of the Bonds then outstanding, at a meeting of Bondholders called and held as provided in the Indenture, and, in case one or more but less than all of the series of Bonds then outstanding under the Indenture are so affected, upon the written consent of the holders of not less than $66\frac{2}{3}\%$ in principal amount of the Bonds of each series then outstanding and affected by such modification or alteration, or by an affirmative vote of the holders of not less than $66\frac{2}{3}\%$ in principal amount of the Bonds of each series then outstanding and affected by such modification or alteration, at a meeting of Bondholders called and held as aforesaid; provided, however, that, without the consent of the holder hereof, no such modification or alteration shall be made which will affect the terms of payment of the principal of or interest or premium, if any, on this Bond, permit the creation of any lien equal or prior to the lien of the Indenture, deprive the holder hereof of the benefit of a lien on the mortgaged property, affect the sinking fund provisions with respect to Bonds of the 1977 Series, or reduce the percentage of the holders of the Bonds required for any modification or alteration of the Indenture.

In case an event of default, as defined in the Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Indenture may be declared and become due and payable, upon the conditions, in the manner and with the effect provided in the Indenture. The Indenture provides that such declaration may in certain events be rescinded by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, at the agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, on books of the Company to be kept for that purpose at said agency, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds without coupons of the same series, of the same aggregate principal amount and in authorized denominations, will be issued to the