

or executed by such bondholders in person or by attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney, or the holding by any person of the bonds or coupons appertaining thereto, shall be sufficient for any purpose of this Indenture if made in the following manner:

(a) The fact and date of the execution by any person of any such request or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgment of deeds to be recorded in the place where such acknowledgment is taken, certifying that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution duly sworn to before any such notary public or other officer.

(b) The amount of Bonds transferable by delivery held by any person executing such request or other instrument as a bondholder, and the denominations, series and issue numbers thereof, held by such person, and the date of his holding the same (which holding the Trustee may deem to continue until it receives notice in writing to the contrary) may be proved by a certificate executed by any bank, banker, trust company or other depository wherever situated, if such certificate shall be deemed by the Trustee to be satisfactory, stating that at the date therein mentioned such person had on deposit with or exhibited to such depository the Bonds described in such certificate. The Trustee may nevertheless in its discretion require further proof in cases wherein it deems further proof desirable, and may require any such Bonds to be deposited with it and any title, if disputed, to be established to its satisfaction.

(c) The ownership of coupon Bonds registered as to principal or registered Bonds without coupons shall be proved by the registry books.

The Trustee shall not be bound to recognize any person as a bondholder or to take any action at his request unless and until his title to the Bonds held by him is proved in the manner in this Article 11 provided or unless such Bonds shall be deposited with the Trustee.

that the execution of such instrument was authorized by the vote of at least two-thirds of its entire Board of Directors passed at a meeting duly held; and thereupon the power so surrendered shall cease. Until so surrendered, the provisions of this Article 10 shall continue to apply to any number of successive mergers, consolidations, sales, conveyances or transfers, the term "the Company" referring in each such case to the corporation which immediately before such merger, consolidation, sale, conveyance or transfer was the owner of the mortgaged property.

#### ARTICLE 11.

##### EVIDENCE OF RIGHTS OF BONDHOLDERS.

§ 11.01. The Company, the Trustee, any paying agent, and any registrar may deem and treat the bearer of any coupon Bond, or if such Bond is registered as to principal, the person in whose name such Bond is registered, and the bearer of any interest coupon appurtenant thereto whether or not such Bond shall be registered as to principal, as the absolute owner of such Bond or such coupon, as the case may be (whether or not such Bond or such coupon shall be overdue), for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Company, the Trustee, nor any paying agent, nor any registrar shall be affected by any notice or writing to the contrary. The Company, the Trustee, any paying agent, and any registrar may deem and treat the person on whose name any registered Bond without coupons is registered as the absolute owner thereof for the purpose of receiving payment of or on account of the principal hereof and interest due thereon, and for all other purposes, and neither the Company, the Trustee nor any paying agent nor any registrar shall be affected by any notice or writing to the contrary. The Company covenants and agrees to indemnify the Trustee and save it harmless from and against any and all loss, cost, damage or expense incurred by it in so treating any such bearer or registered owner.

§ 11.02. Any request or other instrument required or permitted by this Indenture to be signed and executed by bondholders may be in any number of concurrent instruments of similar tenor, and may be signed