

TITLE TO REAL ESTATE

writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney, or of the holding by any person of bonds shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request or other instrument, if made in the following manner:

(a) The fact and date of the execution by any person of such request or other instrument or writing may be proved by the certificate of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in any State within the United States, certifying that the person signing such request or other instruments acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before any such notary public or other officer;

(b) The ownership of the bonds shall be proved by the registry books as hereinbefore provided, but the Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable to establish the ownership of coupons appurtenant to the bonds.

The Trustee shall not be bound to recognize any person as a bondholder or 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 9 provided or unless such bonds shall be deposited with the Trustee.

§9.02. Any request pursuant to any provisions hereof made by any person who, by the provisions of this Article 9, or of 1.08, is treated as the owner of any bond shall bind any holder or future holders of the same and of all bonds issued in exchange therefor or in lieu thereof in respect of the matters to which such request relates.

ARTICLE 10.

PAYMENT AND DEFEASANCE.

§10.01. If the Company

(A) shall pay or cause to be paid the principal and interest of the bonds and coupons to become due thereon at the times and in the manner stipulated therein and herein, and/or

(B) shall provide for the payment of the bonds and interest thereon by depositing in cash with the Trustee at any time at or before maturity the entire amount due or to become due thereon for principal and interest to maturity of all the bonds outstanding, and/or

(C) shall, in case of a call of all of the bonds then outstanding for redemption, deposit with the Trustee on or before the date on which all of such bonds shall have been called for redemption, as provided in Article 3 hereof, the entire amount of the redemption price thereof, including cash for interest, and shall deliver to the Trustee (a) proof satisfactory to the Trustee that notice of redemption as provided in said Article 3 has been given, or (b) proof satisfactory to the Trustee that arrangements have been made insuring that such notice will be given, or (c) a written instrument executed by the Company under its corporate seal, and expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the Company, or (d) proof satisfactory to the Trustee that such notice has been waived and/or

(D) shall surrender to the Trustee for cancellation all bonds and coupons thereto appertaining for which payment is not so provided,

and shall also pay all other sums due and payable hereunder by the Company, then and in the case, at the request of the Company, all the mortgaged property shall revert to the Company and the estate, right, title and interest of the Trustee in respect thereof shall thereupon cease, determine and become void; and the Trustee in such case, upon the cancellation of all outstanding bonds and coupons for the payment of which cash shall not have been deposited in accordance with the provisions of this Indenture, shall upon request of the Company and at its cost and expense execute to the Company, or its order, proper instruments acknowledging satisfaction of this Indenture and surrender to the Company, or its order, all cash and deposited securities, if any (other than cash deposited pursuant to this §10.01 and any other cash held for the payment of the bonds and interest thereon), which shall then be held hereunder as a part of the mortgaged property.

§10.02. All sums which may become due and payable for principal upon any bond issued hereunder shall be paid to the registered owner thereof, but only upon surrender of such bond in negotiable form, accompanied by all unmatured coupons, if any, thereunto belonging. Interest shall be paid only on the surrender of the several coupons for such interest as they respectively mature.

§10.03. In the event that any bond issued hereunder shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for the redemption thereof, or in the event that any coupon shall not be presented for payment of the due date thereof, the Company, having deposited with the Trustee in a special account and trust for the purpose as provided in §4.01, or left with it if previously so deposited, funds sufficient to pay the principal of such bond together with all interest due thereon to the date of the maturity of such bond or to the date fixed for the redemption thereof, or to pay such coupon, as the case may be, for the use and benefit of the holder thereof, then and in every such case, interest on such bond or on such overdue coupon, and all liability of the Company to the holder of such bond for the payment of the principal thereof and interest thereon or to the holder of such overdue coupon for the payment thereof and interest thereon, as the case may be, shall forthwith cease,