corded in the jurisdiction in which he acts, that the person signing the same acknowledged to him the execution thereof, or by an affidavit of a witness of such execution;

(b) The amount of Bonds transferable by delivery held by any person executing such demand, request, consent or other instrument as a Bondholder, and the series and serial numbers thereof, held by such person, and the date of his holding the same, may be proved by a certificate of ownership executed by any trust company, bank or banker wheresoever situated, if such certificate shall be deemed by the Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with, or had exhibited to, such trust company, bank or banker the Bonds described in such certificate. The Trustee may assume the continuance of any such ownership unless and until it receives proof, satisfactory to it, to the contrary. The Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable.

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

The fact and date of the execution of any such instrument and the fact of such holding and the amount and numbers of any Bonds may also be proved in any other manner which the Trustee may deem sufficient.

The Trustee shall not be bound to recognize any person as a Bondholder unless and until his title to the Bonds held by him is proved in the manner in this Article provided.

Subject to the provisions of Article 17, any demand, request or consent of the holder of any Bond shall bind all future holders of the same Bond, or any Bond or Bonds issued in exchange therefor, in respect of anything done or suffered by the Company or the Trustees in pursuance thereof.

In determining whether the holders of the requisite aggregate principal amount of Bonds have concurred in any direction, waiver or consent in this Indenture, Bonds which are owned by the Company or any other obligor upon the Bonds (whether or not theretofore issued) or by any affiliate of the Company or other obligor upon the

Bonds shall be disregarded and deemed not to be outstanding for the purpose of any such determination, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent only Bonds which the Trustee knows are so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this paragraph, if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not an affiliate of the Company or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee.

ARTICLE 13.

Immunity of Incorporators, Stockholders, Officers and Directors.

§ 13.01. No recourse shall be had for the payment of the principal of, or the interest or premium, if any, on, any Bond, or for any claim based thereon or on this Indenture or any indenture supplemental hereto, against any incorporator or against any stockholder, director or officer, past, present or future, of the Company, or of any predecessor or successor corporation, as such, either directly or through the Company or any such predecessor or successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being released as a condition of and consideration for the execution of this Indenture and of the issue of the Bonds and coupons.

ARTICLE 14.

Consolidation, Merger and Sale.

§ 14.01. Except as provided in § 6.14, nothing in this Indenture contained, or in any Bond secured hereby, shall prevent the consolidation or merger of the Company with or into any other corporation as a

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