

writing may be proved by the certificate under his official seal of any notary public, or other officer in any jurisdiction having power to take acknowledgments, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution; and

(b) The amount of bonds transferable by delivery held by any person executing such request 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 proven by a certificate executed by any trust company, bank, banker or other depository whosoever situated, if such certificate shall be deemed by the Trustees to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depository the bonds described in such certificate. The Trustees may nevertheless in their discretion require further proof in cases where they deem further proof desirable. The ownership of registered bonds and of coupon bonds which shall at the time be registered as to principal shall be proved by the registry books as hereinbefore provided. The Trustees 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 and, in their discretion, may, until otherwise advised, continue to recognize as a bondholder any person whose title to the bonds held by him is proved.

ARTICLE XIII

Defeasance.

If the Company, its successors or assigns, shall pay or cause to be paid unto the holders of said bonds and coupons the principal and interest to become due thereon at the times and in the manner stipulated therein, and shall keep, perform and observe all and singular the covenants and promises in said bonds and in this Indenture expressed to be kept, performed and observed by it or on its part, then these presents and the estate and the rights hereby granted shall cease, determine and be void, and thereupon the Trustees shall, upon request of the Company and at its expense, cancel and discharge the lien of this Indenture, and execute and deliver to the Company such deeds as shall be requisite to satisfy the lien hereof, and reconvey to the Company the estate and title hereby conveyed and assign and deliver to the Company any property subject to the lien of this Indenture which may then be in the possession of the Trustees or either of them. Bonds and/or coupons for the payment or redemption of which the necessary moneys shall have been set apart by or paid to the Trustees or either of them and, if such bonds and/or coupons are to be redeemed, with respect to which notice of redemption shall have been published or arranged for in a manner satisfactory to the Trustees, shall be deemed to be paid within the meaning of this Article. In case the owner of any bond at any time outstanding hereunder shall not, within ten years after the maturity date of such bond, or if such bond shall have been called for redemption, then within ten years after the date fixed for the redemption of such bond, claim the amount on deposit with the Trustee or Trustees for the payment thereof and of the coupons pertaining thereto, the Trustee or Trustees shall pay over to or upon the written order of the Company the amount so deposited, and thereupon the Trustee or Trustees shall be released from any and all further liability with respect to the payment of such bond or coupons and the holder of said bond and coupons shall be entitled to look only to the Company for the payment thereof; provided, however, that the Trustee or Trustees before being required to make any such payment may at the expense of the Company cause notice that said moneys have not been so called for and that after a date named therein they will be returned to the Company to be published once a week on any day of the week for two consecutive weeks in a newspaper of general circulation published in the Borough of Manhattan, The City of New York, State of New York, and in each of the other cities wherein any of such bonds or coupons are expressed to be payable.

The Company may at any time surrender to the Trustee for cancellation, or in cancelled form any bonds of any series previously authenticated hereunder properly endorsed for transfer, if registered, and with all unmatured coupons, if any, thereto attached and such bonds, upon such surrender and upon delivery to the Trustee of evidence satisfactory to it of the payment or cancellation of all past due coupons pertaining to said bonds or cash sufficient for the payment of any thereof not so paid or cancelled, shall be deemed to be and shall be paid and retired and, except registered bonds, shall be cremated by the Trustee and a certificate of such cremation delivered to the Company.

The Company will indemnify the Trustees and hold them harmless against any expense or liability arising, after the satisfaction and termination of this Indenture as aforesaid, out of or based upon any matter connected therewith.

ARTICLE XIII

Immunity of Officers, Stockholders and Directors

No recourse under or upon any obligation, covenant or agreement contained in this Indenture, or in any bond or coupon hereby secured, or under any judgment obtained against the Company, or by the enforcement of any assessment or penalty, or by any legal or equitable proceedings by virtue of any constitution or statute or rule of law or otherwise or under any circumstances, under or independent of this Indenture, shall be had against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, or otherwise, for the payment for or to the Company or any receiver thereof, or for or to the holder of any bond or coupon issued or secured hereunder or otherwise, of any sum that may be due and unpaid by the Company upon any such bonds or coupons, and any and all personal liability of every name and nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, stockholder, officer or director, for the payment for or to the Company or any receiver thereof, or for or to the holder of any bond or coupon issued or secured hereunder or otherwise, of any sum that may remain due and unpaid upon the bonds and coupons hereby secured or any of them, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issue of such bonds and coupons.

ARTICLE XIV

Consolidations, Mergers and Sales

SECTION 1. Nothing in this Indenture contained shall prevent any lawful consolidation or merger of the Company with or into any other corporation, or any conveyance or transfer, subject to the lien of this Indenture, of all, or substantially all, the mortgaged property, as an entirety, to any corporation lawfully entitled to acquire and operate the same; provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance or transfer shall be upon such terms as in no respect to impair the lien of this Indenture upon the property then subject hereto, or any of the rights or powers of the Trustees or either of them or the bondholders hereunder; and provided further that the corporation formed by such consolidation, or into which such merger shall have been made or acquiring all or substantially all the mortgaged property as an entirety as aforesaid, shall execute and deliver to the Trustees hereunder an indenture in and by which such corporation shall assume the due and punctual payment of the principal and interest of all the bonds outstanding hereunder