

## DOUGLAS COUNTY

legislative or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement or observance of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Bondholders or of the Trustees.

SECTION 82. In case the Trustees or either of them shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustees, then, and in every such case, the Company and the Trustees shall without further act be restored to their former positions and rights hereunder in respect of the mortgaged property, and all rights, remedies and powers of the Trustees shall continue as though no such proceeding had been taken.

SECTION 83. Anything contained in this Indenture to the contrary notwithstanding, the holders of a majority in the amount of the Bonds at the time outstanding shall have the right, at any time, by instrument in writing executed and delivered to the corporate Trustee, to direct the method, time and place of conducting all proceedings to be taken for any sale of the mortgaged property or for the foreclosure of this Indenture or for the appointment of a receiver or any other proceeding hereunder; provided, however, that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture.

SECTION 84. The Company will not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of foreclosure of this Indenture or the absolute sale of the trust estate or the possession thereof by any purchaser at any sale made pursuant to any provision hereof or to the decree of any court of competent jurisdiction; but the Company, for itself and all who may claim through or under it, so far as it or they now or hereafter lawfully may, hereby waives the benefit of all such laws. And the Company, for itself and all who may claim through or under it, waives any and all right to have the property included in the trust estate marshalled upon any foreclosure of the lien hereof, and agrees that the Trustees or any court having jurisdiction to foreclose such lien, may sell the trust estate either as an entirety or in parcels.

SECTION 85. If any law in the preceding Section 84 referred to and now in force, of which the Company or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or application of the provisions of said Section 84.

#### ARTICLE THIRTEEN EVIDENCE OF RIGHTS OF BONDHOLDERS

SECTION 86. Any request, consent or other instrument required by this Indenture to be signed and executed by Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent or of the holding by any person of Bonds transferable by delivery, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustees or of the Company, if made in the manner provided in this Article Thirteen.

SECTION 87. The fact and date of the execution by any person of any such request, consent or other instrument may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof.

SECTION 88. The amount of Bonds transferable by delivery held by any person executing any such request, consent or other instrument as a Bondholder, and the distinguishing numbers of the Bonds held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers or other depository (wherever situated), if such certificate shall be deemed by the corporate Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depository, or exhibited to it, the Bonds therein described; or such facts may be proved by the certificate or affidavit of the person executing such request, consent or other instrument as a Bondholder if such certificate or affidavit shall be deemed by the corporate Trustee to be satisfactory. The Trustees and the Company may conclusively assume that such ownership continues until written notice to the contrary is served upon the corporate Trustee. The fact and date of execution of any request, consent or other instrument and the amount and distinguishing numbers of Bonds held by the person so executing such request, consent or other instrument may also be proved in any other manner which the corporate Trustee may deem sufficient.

The ownership of Bonds registered as to principal shall be proved by the register of such Bonds. Any request or consent of the holder of any Bond shall bind every future holder of the same Bond and the holder of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done by the Trustees or either of them in pursuance of such request or consent.

#### ARTICLE FOURTEEN. MODIFICATION OF BONDS OR INDENTURE.

SECTION 89. At any time and from time to time, any of the terms and provisions of the Bonds or of this Indenture, or of any indenture supplemental hereto, may be changed (including within the meaning of such term any amendment, modification or alteration) by a supplemental indenture executed by the Company and the Trustees, and authorized, approved, or consented to by the holders of not less than 80% in amount of the Bonds then outstanding, by written assents evidencing such authorization, approval or consent filed with the corporate Trustee, provided, however, that:

(a) no such change shall affect the terms of payment of the principal of, or interest on, any Bond, which shall always be unconditional;

(b) no such change shall authorize the creation by the Company of any lien having priority over or parity with the lien of this Indenture on any of the properties subject hereto;

(c) no Bond shall be considered outstanding for the purpose of this Article Fourteen which is owned or controlled, directly or indirectly, by the Company;

(d) no such change shall become effective until after it shall have been authorized or approved or consented to by any governmental board, agency, or commission at the time having jurisdiction in the premises, or, in the alternative, until an opinion of counsel (satisfactory to the corporate Trustee) shall be filed with the corporate Trustee stating that no such authorization, approval or consent is required; and

(e) the corporate Trustee may make and from time to time vary such regulations as it shall think fit in respect of the method of evidencing the authorization, approval or consent to any such amendment, modification or alteration by the holders of the Bonds, including regulations permitting holders of Bonds to deposit their Bonds with trust companies, banks, bankers or other depositories and the issue of certificates with respect thereto, regulations permitting the making of a notation upon such Bond recording such authorization, approval or consent and regulations with respect to the stamping on the Bonds of a notation of any such change in form satisfactory to the corporate Trustee, and no such change shall become effective unless and until such requirements