

MORTGAGE RECORD 85

SECTION 8.18. In case the Trustee shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then, and in every such case, the Company and the Trustee 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 Trustee shall continue as though no such proceedings had been taken.

SECTION 8.19. 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 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 8.20. 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, redemption or similar law now or hereafter in force, in order to prevent or hinder the enforcement or 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, in consideration of the moneys borrowed and obtained hereunder, 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 Trustee or any court having jurisdiction to foreclose such lien, may sell the trust estate either as an entirety or in parcels.

SECTION 8.21. If any law in the proceeding Section 8.20 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which the Company or its successor or successors might take advantage despite the provisions hereof, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the operation or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 8.20.

ARTICLE NINE EVIDENCE OF RIGHTS OF BONDHOLDERS

SECTION 9.01. 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 Trustee or of the Company, if made in the manner provided in this Article Nine.

SECTION 9.02. 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 9.03. 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 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 Trustee to be satisfactory. The Trustee and the Company may conclusively assume that such ownership continues until written notice to the contrary is served upon the 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 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 Trustee in pursuance of such request or consent.

ARTICLE TEN EFFECT OF MERGER, CONSOLIDATION, ETC.

SECTION 10.01. Nothing in this Indenture or in any of the bonds contained shall prevent any consolidation or merger of any other corporation or corporations into the Company, or any merger or consolidation of the Company (either singly or with one or more other corporations) with or into any other corporation, or any sale, conveyance, transfer or lease of solely the mortgaged property, subject to this Indenture, or the property and assets of the Company, (including the transfer, subject to this Indenture, of the mortgaged property) as, or substantially as, an entirety to any corporation lawfully entitled to acquire or lease and hold the same, or shall prevent successive similar consolidations, mergers, sales, conveyances, transfers or leases to which the Company or its successor or successors shall be a party or parties; provided, however, and the Company so covenants and agrees, that (a) every such consolidation, merger, sale, conveyance, transfer or lease shall be upon such terms as in no respect to impair the lien of this Indenture, or any of the rights or powers of the Trustee or the bondholders hereunder, and (b) any such lease shall contain a provision that, if an event of default, as defined in Section 8.01 shall exist when such lease is made, or shall occur while it is in effect, such lease may be terminated, at any time while such an event of default exists, by the Trustee or by the purchaser of the property so leased at any sale hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings.

SECTION 10.02. In case the Company, pursuant to Section 10.01, shall be consolidated with or merged into (either singly or with one or more other corporations) any other corporation, or shall convey or transfer solely the mortgaged property, subject to this Indenture, or the property and assets of the Company (including the transfer, subject to the lien of this Indenture, of the mortgaged property) as, or substantially as, an entirety (but not in case of any lease and not in case any other corporation or corporations shall be merged or consolidated into or with the Company under such circumstances that the corporate identity of the Company is not changed), the corporation resulting from such consolidation, or into which the Company shall have been merged, or which shall have received a conveyance or transfer as aforesaid (such corporation being hereinafter sometimes called the "successor corporation") shall execute and cause to be recorded a supplemental indenture with the Trustee satisfactory to the Trustee, whereby the successor corporation shall assume and agree to pay the principal of and interest on the Bonds issued hereunder and secured hereby in accordance with the provisions of said Bonds and this Indenture, and shall agree to perform and fulfill all the terms, covenants and conditions of this Indenture and of the Bonds upon the part of the Company to be performed or fulfilled. Such successor corporation shall thereupon succeed to and be substituted for the Company, with the same effect as if it had been an original party hereto, and in the Bonds as obligor thereon or