

DOUGLAS COUNTY

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 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 to 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 maker thereof and may thereupon adopt and issue any bonds theretofore executed by the Company and may cause to be signed, issued and delivered, either in its own name or in the name of the Company or in the name of any intermediate successor corporation, any or all such Bonds which shall not theretofore have been signed by the Company or any intermediate successor corporation and authenticated by the Trustee, and, upon the order of the successor corporation in lieu of the Company and subject to all the terms, conditions and restrictions of this Indenture prescribed with respect to the authentication and issuance of Bonds, the Trustee shall authenticate and deliver any and all of such Bonds which shall have been previously signed and delivered by the officers of the Company or any intermediate successor corporation to the Trustee for authentication, and any and all of such Bonds which such successor corporation shall thereafter, in accordance with the provisions of this Indenture, adopt or cause to be signed by its appropriate officers and delivered to the Trustee for such purpose. All the Bonds so authenticated and issued shall in all respects have the same legal rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said Bonds had been issued by the Company at the date of the execution hereof.

SECTION 10.03. In respect of property owned by the Company at the time of any consolidation, merger, sale, conveyance or transfer to which Section 10.02 is applicable, and substitutions, replacements, renewals, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements thereto subsequently made, constructed or acquired, the rights and duties of the successor corporation hereunder shall be the same as the rights and duties of the Company would have been had such consolidation, merger, sale, conveyance or transfer not taken place.

In respect of property (other than property then owned by the Company, referred to in the first paragraph of this Section 10.03) at the time of such consolidation, merger, sale, conveyance or transfer.

(1) owned by the successor corporation, and/or

(2) owned by any other corporation or corporations merged or consolidated into or with, or the

property of other corporations which is conveyed or transferred to, such successor corporation, and/or of property thereafter acquired by the successor corporation, except said substitutions, replacements, renewals, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements to, of or upon the property then owned by the Company referred to in the first paragraph of this Section 10.03, this Indenture or the supplemental indenture to be filed as above provided in said Section 10.02 shall not become or be a lien upon any of such property except so much thereof as shall be subjected to the lien hereof by supplemental indenture, duly executed. Such supplemental indenture may, but need not necessarily, from one and the same instrument with the supplemental indenture first provided for in said Section 10.02. Nothing herein shall be construed to prevent such supplemental indenture, at the option of the Company or the successor corporation, from subjecting to the lien hereof all property of such successor corporation then owned or thereafter acquired.

ARTICLE ELEVEN.

CONCERNING THE TRUSTEE.

SECTION 11.01. The Trustee, for itself and its successors, hereby accepts the trust of this Indenture, but only upon the following additional terms and conditions, to which the Company and the Bondholders agree, to wit:

(a) the recitals herein and in the Bonds contained shall not be considered as made by or imposing any obligation or liability upon the Trustee. The Trustee makes no representations as to the value or conditions of the mortgaged property or any part thereof, or as to the title of the Company thereto, or as to the security afforded thereby or hereby, or as to the validity of this Indenture or of the Bonds or coupons issued hereunder, and the Trustee shall incur no liability or responsibility in respect of any of such matters;