ARTICLE NINE

EVIDENCE OF RIGHTS OF BONDHOLDERS, CONSENTS, AND REPORTS

Section 9.01. Any request or other instrument which this Indenture may require or permit to be signed and executed by the bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by an attorney appointed in writing or by a committee constituted by an agreement to which any portion of the bonds shall have been made subject by deposit or otherwise. Proof of the execution of any such request or other instruments, or of a writing appointing any such agent, or of the holding by any person of the bonds or coupons appertaining thereto, shall be sufficient for any purpose of this Indenture if made in the following manner:

(a) The fact and date of the execution by any person of such request or other instrument in writing may be proved by the certificate under his official seal of any notary public or other officer in any jurisdiction who by the laws thereof has power to take acknowledgments of deeds to be recorded within such jurisdiction, 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.

(b) The amount of bonds transferable by delivery held by any person executing such request or other instrument as a bondholder, the serial numbers thereof 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 depositary wheresoever 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 depositary the bonds described in such certificate. The Corporate Trustee may, nevertheless, in its discretion, require further proof on cases where it deems further proof thereof desirable. The ownership of bonds which shall at the time be registered as to principal shall be proved by the registry books as hereinbefore provided.

The foregoing provisions of this Section 9.01 shall not be construed to abrogate, modify or affect any of the exemptions or rights of the Trustee set out in Article Ten of this Indenture.

Section 9.02. For the purposes of Articles Two, Eight, Nine, Ten and Twelve of this Indenture, in determining whether the holders of the required percentage of the principal amount of Bonds have concurred in any direction, consent or waiver provided for therein, Bonds owned by the Corporations or by any officers, directors or members thereof shall be disregarded, except that for the purpose of determining whether the Trustees shall be protected in relying on any such direction or consent, only Bonds which the Trustees know are so owned shall be so disregarded.

Section 9.03. The Trustees shall transmit to the registered Bondholders within ninety (90) days after the making thereof, a brief report stating the character and amount of any advances (and if the Trustees elect so to state, the circumstances surrounding the making thereof) made by the Trustees as such and which remain unpaid on the date of such report for the reimbursement of which they claim or may claim a lien or charge, prior to that of the Bonds, on the trust estate or on property or funds held or collected by them as Trustees, if such advances so remaining unpaid aggregate more than one per centum (1%) of the principal amount of the Bonds outstanding on the date of such report. Reports pursuant to this Section shall be transmitted by mail as provided in Section 10.07 hereof.