

Article XII  
Sections 4, 5, 6 and 7

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own name or in the name of the party of the first part, and under the corporate seal of either the party of the first part or the successor corporation, any and all Bonds which shall not have been signed thereto by the party of the first part and delivered to the Corporate Trustee; and the Corporate Trustee, upon the order of such successor corporation, and subject to all the terms, conditions and limitations prescribed in the Mortgage, shall authenticate any and all Bonds which previously shall have been signed by the party of the first part and delivered to the Corporate Trustee for authentication, and any Bonds which such successor corporation shall thereafter cause to be signed and delivered to the Corporate Trustee for such purposes, and deliver the same to such successor corporation or upon its order.

Section 5. All Bonds issued by any successor corporation shall have the same legal rank and security in all respects as the Bonds theretofore issued by the Company in accordance with the terms of the Mortgage. In case of any such consolidation, merger or conveyance such changes in phraseology and form (but not in substance) may be made in the Bonds and coupons thereafter to be issued as may be appropriate to reflect any such consolidation, merger or conveyance.

Section 6. For every purpose of the Mortgage, any act or proceeding by any provision of the Mortgage authorized, required or permitted to be done or performed by the stockholders or by any board or officer of the Company shall and may be done and performed, with like force and effect, by the stockholders or by the like board or officer of any successor corporation, subject, however, to the provisions of Section 4 of this Article XII.

Section 7. The Company covenants and agrees that no consolidation or merger and no conveyance or lease of the

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Section 8

mortgaged property as a whole or substantially as a whole, to which the Company of any successor corporation shall be a party, shall be made or effected unless the terms, covenants and conditions contained in Article XI and this Article XII shall have been complied with and observed by the Company or the successor corporation, as the case may be.

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Section 1

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ARTICLE XIII

CONCERNING THE BONDHOLDERS

Section 1. Whenever any action is taken by the Bondholders in the exercise of any or all of the following powers:

(a) To terminate, either before or after an Event of Default shall have occurred, the lien of the Mortgage as to any property or properties or part or parts thereof at any time subject thereto and cause the same to revert to the Company free and clear of such lien upon such conditions as such holders may direct pursuant to the provisions of Section 11 of Article X;

(b) To remove either Trustee and appoint a successor trustee pursuant to the provisions of Article XV;

(c) To give any notice to the Company or to the Trustees, or to give any directions to the Trustees, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized to be taken by Bondholders pursuant to any of the provisions of Article XVI;

(d) To consent to an extension to any fixed or determinable date of the time or times of payment of the principal of, or the time or times of payment of any Fixed Interest or any unpaid accumulations of Contingent Interest on, all of the Bonds of any or all series which at the time shall be outstanding, subject, however, to the provisions of Section 3 of Article XIX;

(e) To consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 2 of Article XIX; or

(f) To take any other action or give any other consent authorized to be taken or given by or on behalf of the holders of any specified percentage or portion of the aggregate principal amount of the Bonds under any other provision of the Mortgage or under applicable law or, if no percentage is specified, by the holders of not less than a majority in principal amount of all Outstanding Bonds;

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Article XIII  
Sections 1 and 2

the fact that at the time of taking any such action the holders of a specified percentage in aggregate principal amount of Bonds have joined therein may be evidenced (i) by an instrument or any number of instruments of similar tenor executed by such holders in person or by agent or proxy appointed in writing, or (ii) by the record of the holders of Bonds voting in favor thereof in person or by agent or proxy appointed in writing at any meeting of Bondholders duly called and held in accordance with the provisions of Article XIV hereof, or (iii) by a combination of such instrument or instruments and any such record of such a meeting of Bondholders.

Section 2. Proof of the execution of any instrument by the holder of any Bond or his agent or proxy, and proof of the holding by any person of any Bond, shall be sufficient if made in the following manner:

(a) The fact and date of the execution by any such person of any instrument may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds in the jurisdiction in which he purports to act that the person executing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or other such officer;

(b) The fact of the holding by any person of coupon Bonds transferable by delivery, and the amounts and distinctive numbers of such Bonds and the date of his holding the same, may be proved by the production of the Bonds or by a certificate executed by any trust company, bank or banker satisfactory to the Corporate Trustee wherever situated, if such certificate shall be signed by the Corporate Trustee to be satisfactory. Each such certificate shall be dated and shall state that on the date thereof a Bond bearing a specified serial number was deposited with or exhibited to such trust company, bank or banker by the person named in such certificate who claimed to be the owner of such Bond. Any such certificate