

of any such right which shall be proposed by the Company, subject, however, to the provisions of clauses (1), (2) and (3) of this section.. Any modification of the provisions of this indenture so made as aforesaid shall be set forth in a supplemental indenture between the Trustees and the Company, which shall, if deemed advisable by counsel, be recorded in the same manner as this indenture.

SECTION 12.06 Without prejudice to the provisions of section 12.05 hereof or to any other provision of this indenture and without compliance with any of the provisions of said section 12.05, the Company may from time to time by a supplemental indenture executed by the Company pursuant to a resolution of its board of directors and by the Trustees, and, if deemed advisable by counsel, recorded in like manner as this indenture;

(a) Impose upon the Company conditions or restrictions additional to, but not in diminution of, those contained in this indenture respecting the issuance of additional bonds, the release of property from the lien of this indenture and/or the application of the proceeds of insurance moneys and/or the proceeds of released property; and/or

(b) Undertake covenants additional to but not inconsistent with those contained in this indenture, cure any ambiguity, or cure, correct or supplement any defective or inconsistent provision contained herein or in any indenture supplemental hereto.

SECTION 12.07. From and after the execution of any supplemental indenture in accordance with the provisions of section 12.05 or section 12.06 hereof the covenants and provisions contained therein shall be deemed a part of this indenture and shall bind and benefit the Company, the Trustees and the bondholders as effectually as the covenants and provisions contained in this indenture at the time of its execution, and the Trustees and the bondholders shall have the same remedies for a breach thereof as are provided in respect of a breach of the provisions and covenants now contained in this indenture.

SECTION 12.08. Any request, direction or other instrument required by this indenture to be signed and executed by the 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 appointed in writing. Proof of the execution of any such request, direction or other instrument or of the writing appointing any such agent and of the ownership of bonds, if made in the following manner, shall be sufficient for any of the purposes of this indenture, and shall be conclusive in favor of the Trustees, and each of them, with regard to any action taken by them, or either of them, under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments of deeds within such jurisdiction, that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution;

(b) The fact of the holding by any person of bonds and/or coupons transferable by delivery and the amounts and numbers thereof, and the date of the holding of the same, may be proved by a certificate executed by any trust company, bank or bankers (wherever situate) stating that at the date thereof the person named therein did exhibit to an officer of such trust company or bank or to such bankers as the property of such person the bonds and/or coupons therein mentioned, if such certificate shall be deemed by the Trustee to be satisfactory.

The ownership of bonds at the time registered as to principal shall be proved by the registers of such bonds.

The Trustee shall not be bound to recognize any person as a bondholder unless and until his title to the bonds held by him is proved in the manner in this section 12.08 provided.

Any request, consent or waiver of the holder of any bond shall bind all future holders of the same bond in respect of anything done or suffered by the Company or the Trustees in pursuance thereof.

SECTION 12.09. All of the conveyances, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

Nothing contained in this indenture shall prevent any consolidation or merger of the Company with any other corporation, or any sale, conveyance or transfer of the mortgaged property, as an entirety, by the Company, subject to the continuing lien of this indenture and all of the provisions hereof, to a corporation authorized to acquire the same; provided that no such consolidation, merger, sale, conveyance or transfer shall impair the lien or security of this indenture, or any of the rights or powers of the Trustees or the bondholders hereunder. In case the Company shall be consolidated or merged with or into any other corporation, or shall, subject to this indenture, sell, convey or transfer all the mortgaged property as an entirety, the successor corporation formed by such consolidation or merger, or which shall have purchased and received a conveyance or transfer as aforesaid, shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as party of the first part, but only upon executing and causing to be recorded an indenture to the Trustees, satisfactory to the Trustee, whereby such successor corporation shall assume the due and punctual payment of the principal and interest of