

or other instrument, required or permitted by this Indenture to be signed and executed by holders of Bonds may be in any number of concurrent writings of similar tenor and may be signed or executed by such holders in person or by agent appointed in writing. Proof of the execution of such demand, request, notice, direction, consent, waiver, appointment, removal or other instrument, or of the writing appointing any such agent, and of the ownership by any person of Bonds or of coupons, shall be sufficient for any purpose of this Indenture and shall be conclusive in favor of the Trustee or of the Company with regard to any action by them taken under such instrument, if such proof be made in the following manner:

(1) The fact and date of the execution by any person of any such instrument 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 or proof of deeds to be recorded within such jurisdiction, that the person signing such instrument did acknowledge before him the execution thereof, or by the affidavit of a witness of such execution;

(2) The fact of the holding of any person of Bonds and coupons transferable by delivery and the amounts and issue numbers of such Bonds, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, banker 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 trust company, bank, banker or other depository, or exhibited to it or to him, the Bonds and coupons described in such certificate. Such ownership shall be presumed to continue until written notice to the contrary is served upon the Trustee. The ownership of registered Bonds shall be proved by the register of such Bonds.

#### ARTICLE TEN

##### Concerning the Trustee

Section 1. The Trustee for itself and its successors hereby accepts the trusts established by this Indenture but only upon the terms and conditions hereof, including the following, all of which shall bind the Company and the holders of the Bonds and coupons appertaining thereto:

It shall be no part of the duty of the Trustee to see to any recording, registry or filing of this Indenture or of any supplemental indenture or instrument of further assurance or to give any notice thereof or to effect or renew any insurance or to see to the collection or application of any insurance moneys or to see to the payment of or be under any duty in respect of any tax or assessment or other governmental charge which may be levied or assessed against the Company or against the property hereby conveyed or mortgaged or intended so to be or against the interest of the Trustee or of the holders of the Bonds therein or against the owners or holders of the Bonds or coupons or to see to the performance or observance of any of the covenants or agreements hereof on the part of the Company.

Unless and until the Trustee shall have received written notice to the contrary from the holders of not less than ten per cent, in principal amount of the Bonds outstanding, it need take no notice of any default and may for all purposes conclusively assume that no default or event of default