

ture or otherwise, and nothing in this Article contained shall affect or limit the right or obligation of the Company or any successor corporation to execute and deliver to the Trustee any instrument of further assurance or other instrument which elsewhere in this Indenture it is provided shall be delivered to the Trustee.

§9.05. Nothing in this Indenture or in the bonds issued hereunder, expressed or implied, is intended or shall be construed to prevent any bonds from having also any independent security or guaranty and the benefit of any covenants or agreements outside this Indenture, concerning which a notation may or may not be endorsed thereon, and the references herein or in the bonds to the equal security hereunder of all bonds shall not be deemed applicable to such independent security, guaranty, covenants or agreements and the rights hereunder of the holders of such bonds shall not be affected thereby.

§9.06. Any notice authorized by this Indenture to be given to the Company shall be sufficiently given for all purposes hereof if delivered to any officer of the Company or if mailed and addressed to the Company at its present post office address, No. 525 Fifth Avenue, New York, New York, or at its office or agency last known to the Trustee.

§9.07. In case by reason of the temporary or permanent suspension of publication of any newspaper, or by reason of any other cause, it shall be impossible for the Company to make publication of any notice required hereby in a newspaper or newspapers as herein provided, then such publication in lieu thereof as the Company shall make with the approval of the Trustee shall constitute a sufficient publication of such notice. Such publication shall, so far as may be, approximate the terms and conditions of the publication in lieu of which it is given.

§9.08. The term "holder" in respect of any bond or bonds means the bearer of any bond not registered as to principal and the registered owner of any bond registered as to principal, or his executor or administrator.

§9.09. The term "engineer" means an individual, a copartnership or a corporation engaged in an engineering business, as the case may be, or any other expert believed by the Trustee to be competent, satisfactory to the Trustee, without regard to whether such engineer be an officer or regular salaried employee of the Company. The term "counsel" means a person or firm of persons engaged in the practice of law, satisfactory to the Trustee, who may, but need not, be a person or persons regularly retained or employed by the Company.

§9.10. The terms "application" and "order" of the Company, as used herein, mean a written instrument signed in the name of the Company, under its corporate seal, by its President or a Vice-President and also by its Secretary or an Assistant Secretary or its Treasurer or an Assistant Treasurer, addressed and delivered to the Trustee, and requesting, authorizing or directing it to take some action pursuant to a specified Section or Sections of this Indenture. Each such application or order shall be dated on or as of a day not more than ten days prior to the day of the receipt thereof by the Trustee.

§9.11. Bonds shall be deemed to be outstanding under this Indenture as soon as they shall have been authenticated by the Trustee and delivered by it to or upon the order of the Company, and to continue to be outstanding until refunded pursuant to §2.09 or purchased, redeemed, paid and/or surrendered to the Trustee under such circumstances that, in accordance with §2.10, no other bonds can be authenticated and delivered in lieu thereof; provided, however, that bonds held solely by or for account of the Company itself (whether unissued or reacquired) shall not be deemed outstanding for the purposes of Articles 6 and 7 hereof.

§9.12. The date of this Indenture and of the bonds of the 4½% Series due 1967, to wit, December 1, 1927, is intended as and for a date for the convenient identification of this Indenture and of the bonds of said series, and is not intended to indicate that said bonds were executed, delivered or issued on said date, or that this Indenture was executed and delivered on said date, this Indenture being executed and delivered on the dates of the respective acknowledgments hereto attached.

§9.13. Whenever in this Indenture provision is made for the delivery to the Trustee of any document or documents, such provision shall be deemed complied with if such document or documents shall have been delivered to the Trustee or to any agent designated by it for the purpose of receiving the same.

§9.14. Whenever in this Indenture provision is made for the delivery to the Trustee of any certificate or opinion signed by an officer or officers of the Company or by any other person as to any matters of fact or opinion, such provision may be complied with by the delivery of more than one certificate or opinion certifying separately to the various matters of fact or opinion required to be included in the certificate or opinion so provided for, and in such event said separate certificates or opinions need not all be signed by the same officers or persons, but different officers or persons may certify as to different matters of fact or opinion; provided, however, that such separate certificates or opinions shall, taken together, contain all of the statements herein provided for and be signed by an officer or officers or person or persons, as the case may be, by whom the certificate or opinion so provided for is authorized or required to be signed.

§9.15. If any provision of this Indenture shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the conflicting of any provisions with any constitution or statute or rule of public policy or for any other reason, such circumstance shall not have the effect of rendering the provision or provisions in question inoperative or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy.

§9.16. All the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Company or the Trustee shall inure to the benefit of and bind their respective successors and assigns.

§9.17. Nothing in this Indenture or in the bonds issued hereunder, expressed or implied, is intended or shall be construed to confer upon or give to any person or corporation, other than the parties hereto and the holders of the bonds and coupons issued hereunder, any right, remedy or claim under or by reason of this Indenture or of any covenant, condition or stipulation herein contained, and all the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto and of the holders of the bonds and coupons issued hereunder.

§9.18. References by number in this Indenture to any Article or Section shall be construed as referring to the Articles and Sections contained in this Indenture, unless otherwise stated. The words "hereby", "herein", "hereof", "hereto" and "hereunder" and any compounds thereof shall be construed as referring to this Indenture generally, and not merely to the particular Article, Section or subdivision in which they occur, unless otherwise required by the context.