

or loan thereon by or on behalf of or at the request of or with the privity of the Company, and no payment of coupons or any of them by any guarantor of the payment of same, shall be taken or shall operate as keeping such coupons alive or in force as a lien upon the mortgaged property or under this Indenture as against the holders of the Bonds or of the remaining coupons. In case the time for the payment of any coupon issued hereunder shall be extended, whether or not such extension be by or with the consent of the Company, such coupon so extended shall not be entitled in case of an event of default hereunder to the lien, benefit or security of this Indenture, except after the prior payment in full of the principal of all Bonds then outstanding and of all coupons, the time for the payment of which shall not have been extended; provided, however, that this § 9.29 shall not apply in any case where an extension shall be pursuant to a plan proposed by the Company to the holders of all of the Bonds then outstanding. The provisions of this § 9.29 shall apply with like force and effect to interest and claims for interest on registered Bonds without coupons.

ARTICLE 10.

MERGER, CONSOLIDATION, ETC.

§ 10.01. Nothing in this Indenture or any of the Bonds contained shall prevent any merger or consolidation of any other corporation or corporations into or with the Company, or any merger or consolidation of the Company (either singly or with one or more other corporations) into or with, or any sale, conveyance, transfer or lease, subject to the lien of this Indenture, and to all the provisions hereof, of all the mortgaged property as, or substantially as, an entirety to, any corporation lawfully entitled to acquire or lease and operate the same, or prevent successive similar consolidations, mergers, sales, conveyances, transfers or leases to which the Company or its successor or assign or any subsequent successor or assign shall be a party; provided, however, and the Company covenants and agrees that, such consolidation, merger, sale, conveyance, transfer or lease shall be upon such terms as in no respect to impair the lien and security of this Indenture or any

power and remedy given by this Article 9 to the Trustee or to the bondholders, respectively, may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the bondholders, respectively.

§ 9.26. In case the Trustee shall have proceeded to enforce any right, power or remedy under this Indenture, by foreclosure or otherwise, and such proceedings shall have been discontinued or abandoned because of any waiver as in this Article 9 provided or for any other reason, or shall have been determined adversely to the Trustee, then and in each and every such case the Company and the Trustee shall be restored to their former positions and rights hereunder in respect of the trust estate, and all rights, powers and remedies of the Trustee shall continue as though no such proceedings had been taken.

§ 9.27. Unless herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or the holders of the Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute; and the employment of any remedy hereunder or otherwise shall not prevent the concurrent employment of any other appropriate remedy or remedies.

§ 9.28. All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Bonds or any of the coupons appertaining thereto or the production thereof on the trial or other proceedings relative thereto.

§ 9.29. No coupon belonging to any Bond which in any way before, at or after maturity shall have been transferred or pledged separate and apart from the Bond to which it relates shall, unless accompanied by such Bond, be entitled in case of a default hereunder to any benefit of or from this Indenture, except after the prior payment in full of the principal of all Bonds issued hereunder and of all coupons not so transferred or pledged. No purchase or sale of coupons nor any advance