receive payment of the principal of and interest on such bond, on or after the due date thereof as therein expressed, or to institute suit for the enforcement of any such payment on or after such due date, or the obligation of the Company, which is also absolute and unconditional, to pay the principal of and interest on each of the bonds to the respective holders thereof at the time and place in said Bonds and the appurtenant coupons expressed, shall not be impaired or affected without the consent of such holder.

SECTION 9.16. The Company, by vote of its Board of Directors, may waive any period of grace provided for in this Article.

SECTION 9.17. Except as herein expressly provided to the contrary, no remedy herein conferred upon or reserved to the Trustee or to 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.

SECTION 9.18. No delay or omission of the Trustee or of any holder of bonds to exercise any right or power upon the happening of any default (as defined in Section 9.01) shall impair any right or power or shall be construed to be a waiver of any such default or an acquiescence therein, nor shall the action of the Trustee, or of the bondholders, in case of any default and the subsequent waiver of such default, affect or impair the rights of the Trustee, or of such holders, in respect of any subsequent default on the part of the Company or impair any right resulting therefrom; and every right, power and remedy given by this Article to the Trustee, or to the bondholders, respectively, may, subject to the provisions of Section 9.15, be exercised from time to time and as often as may be deemed expedient by the Trustee, or by the bondholders.

All rights of action under this Indenture (including the making and filing of proofs of debt, and taking any action necessary or advisable in order to have the claims of bearers and registered owners of bonds allowed in any proceedings) may be enforced by the Trustee without the possession of any of the bonds or coupons or the production thereof on the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

SECTION 9.19. All of the rights, remedies and powers provided for in this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law in the premises, and all of the provisions of this Article are intended to be subject to all applicable provisions of law that may be controlling in the premises and to be limited to the extent necessary in order that they shall not render this Indenture invalid or unenforceable in whole or in part or prevent the recording or filing thereof under the provisions of any applicable law.

ARTICLE 10.

Evidence of Rights of Bondholders and Ownership of Bonds.

SECTION 10.01. Any request, notice, declaration or other instrument, which this Indenture may require or permit to be signed and executed by the bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney, or of the holding by any person of the bonds or coupons appertaining thereto, may be accepted by the Company or by any Trustee, as sufficient for any purpose of this Indenture if made in the following manner:

(a) The fact and date of the execution by any person of such request or other instrument or writing may be proved by