

and right to carry on business, and will duly procure all renewals and extensions thereof, and, subject to the provisions of *Section 73*, will diligently maintain, preserve and renew all the rights, powers, privileges, immunities, franchises and good-will owned by it. The Company will not enter into any merger or consolidation, or make any conveyance or lease of all or substantially all the Trust Estate as an entirety, unless, in connection therewith, the Company and/or the successor corporation and/or the lessee, as the case may be, shall observe and comply with the terms and conditions of *Article Thirteen* applicable to such transaction.

Section 81. If the Company shall fail to perform any of the covenants contained in this Article, the New York Trustee may, in its uncontrolled discretion, at any time and from time to time make advances (either from its own funds or from moneys furnished to it for such purpose by one or more Bondholders or by any committee formed to protect the rights of Bondholders), to effect performance of such covenants by or on behalf of the Company, but the New York Trustee shall not be under any obligation so to do; and any and all moneys paid or advanced by the New York Trustee for any such purpose, together with interest thereon at the rate of 6% per annum, shall be repaid by the Company upon demand and shall be secured under this Indenture by a lien in favor of the New York Trustee upon the Trust Estate prior to the lien of the Bonds and coupons; but no such advance shall operate to relieve the Company from any default hereunder.

Section 82. So long as any Bonds of any of the initial sixteen series shall be outstanding, the Company will not acquire, by purchase, merger or otherwise, any property subject to any lien, either existing thereon prior to such acquisition or placed thereon at the time of such acquisition, other than Prepaid Liens and Permitted Encumbrances, unless the Company shall, and the Company covenants that in case it shall propose to acquire any such property it will, prior to or