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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.

§ 10.28. 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.

§ 10.29. 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.

§ 10.30. For the purposes of this Article 10, in determining whether the holders of the required principal amount of Bonds have concurred in any such direction or consent, Bonds owned by the Company, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company, shall be disregarded except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction or consent, only Bonds which the Trustee knows are so owned shall be so disregarded.

§ 10.31. 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 an event of default hereunder to any

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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 or loan thereon made by or on behalf of or at the request of or with the privity of the Company, and no redemption 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. The provisions of this § 10.31 shall apply with like force and effect to interest and claims for interest on registered Bonds without coupons.

#### ARTICLE 11.

##### EFFECT OF MERGER, CONSOLIDATION, ETC.

§ 11.01. 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

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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 of the rights or powers of the Trustee or of the bondholders hereunder; and provided, further, that any such lease shall contain a provision that, if an event of default as defined in § 10.01 shall exist when such lease is made, or shall occur while it is in effect, such lease may be terminated, at any time while such event or default exists, by the Trustee or by the purchaser of the property so leased at any sale hereunder whether such sale be made under the power of sale hereby conferred or under judicial proceedings; and provided further, however, and the Company covenants and agrees that in the event of any such merger or consolidation into or with the Company of any corporation shares of the capital stock of which shall at the time be pledged hereunder, the provisions of § 8.09 shall be complied with; and provided further, however, and the Company covenants and agrees, that no merger of the Company into, or consolidation of the Company with, or conveyance or transfer of the mortgaged property as substantially as an entirety to, any corporation shares of the capital stock of which shall at the time be pledged hereunder, shall be effected or made unless such corporation, as a part of such merger, consolidation or transfer, shall, by the supplemental indenture provided for in § 11.02 or otherwise, subject all of its properties (except properties of the character excepted from the lien hereof) to the lien of this Indenture, subject only to permitted liens and other liens existing thereon at the time of such consolidation, merger or transfer.

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§ 11.02. In case the Company, pursuant to the provisions of § 11.01, shall be merged or consolidated (either singly or with one or more other corporations) into or with any other corporation, or shall convey or transfer to another corporation, subject to the lien of this Indenture, all the mortgaged property as, or substantially as, an entirety (but not in case of any lease and not in case any other corporation or corporations shall be merged or consolidated into or with the Company under such circumstances that the corporate identity of the Company is not changed) the corporation resulting from such merger or consolidation or into or with which the Company shall have been merged or consolidated or which shall have received a conveyance or transfer as aforesaid (such corporation being sometimes in this Article 11 called the "successor corporation") shall execute and cause to be recorded a supplemental indenture to and with the Trustee, satisfactory to the Trustee, whereby the successor corporation shall assume and agree to pay duly and punctually the principal of and interest on the Bonds issued hereunder in accordance with the provisions of said Bonds and any coupons thereto appertaining and this Indenture, and shall agree to perform and fulfill all the terms, covenants and conditions of this Indenture binding the Company. Such successor corporation shall thereupon succeed to, and be substituted for, the Company with the same effect as if it had been named herein as the mortgagor company and in the Bonds and coupons as the obligor or maker thereof, and the successor corporation may thereupon use any Bonds theretofore executed by the Company or any intermediate successor corporation and may cause to be signed, issued and delivered either in its own name or in the name of The American Telephone Company or in the name of any intermediate successor corporation any or all such Bonds which shall not theretofore have been signed by the Company or