

PLEGGED OR ASSIGNED HEREUNDER OR INTENDED SO TO BE.

SECTION 52. EXCEPT IN THE CASE OF A MERGER, CONSOLIDATION, CONVEYANCE OR TRANSFER AS HEREINAFTER IN ARTICLE FOURTEEN PROVIDED, THE COMPANY WILL AT ALL TIMES MAINTAIN ITS CORPORATE EXISTENCE AND RIGHT TO CARRY ON BUSINESS, AND WILL DULY PROCURE ALL RENEWALS AND EXTENSIONS THEREOF, AND, SUBJECT TO THE PROVISIONS HEREOF, WILL DILIGENTLY MAINTAIN, PRESERVE AND RENEW ALL THE RIGHTS, POWER, 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 MORTGAGED PROPERTY 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 FOURTEEN HEREOF APPLICABLE TO SUCH TRANSACTION. THE COMPANY WILL NOT GO INTO VOLUNTARY BANKRUPTCY OR INSOLVENCY OR APPLY FOR THE APPOINTMENT OF A RECEIVER OF ITSELF OR ITS PROPERTY OR MAKE ANY GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS, OR SUFFER ANY ORDER FOR THE APPOINTMENT OF A RECEIVER OF ITSELF OR ITS PROPERTY OR ADJUDICATING IT A BANKRUPT OR TO BE INSOLVENT, TO BE MADE AND TO REMAIN UNVACATED FOR A PERIOD OF 60 DAYS.

#### ARTICLE TEN.

##### RELEASE OF MORTGAGED PROPERTY.

SECTION 53. THE COMPANY SHALL HAVE THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, UNLESS AN EVENT OF DEFAULT SHALL HAVE HAPPENED AND SHALL NOT HAVE BEEN REMEDIED, WITHOUT ANY RELEASE FROM OR CONSENT BY THE TRUSTEES,

A. TO SELL OR DISPOSE OF, FREE FROM THE LIEN OF THIS INDENTURE, ANY MACHINERY, EQUIPMENT, FURNITURE, APPARATUS, TOOLS OR IMPLEMENTS WHICH MAY HAVE BECOME OBSOLETE OR UNFIT FOR USE OR WHICH ARE NO LONGER USEFUL, NECESSARY OR PROFITABLE IN THE CONDUCT OF THE BUSINESS OF THE COMPANY, FIRST OR SIMULTANEOUSLY REPLACING THE SAME BY NEW MACHINERY, EQUIPMENT, FURNITURE, APPARATUS, TOOLS OR IMPLEMENTS OF A VALUE AT LEAST EQUAL TO THAT OF THOSE DISPOSED OF, WHICH SHALL FORTHWITH BE SUBJECT TO THE DIRECT LIEN OF THIS INDENTURE; AND NO PURCHASER THEREOF SHALL BE BOUND TO INQUIRE INTO ANY QUESTION AFFECTING THE RIGHT OF THE COMPANY TO SELL OR OTHERWISE DISPOSE OF THE SAME FREE FROM THE LIEN OF THIS INDENTURE;

B. TO ABANDON, TERMINATE, CANCEL, RELEASE OR MAKE CHANGES OR ALTERATIONS IN OR SUBSTITUTIONS OF ANY LEASES, RIGHTS OF WAY, AGREEMENTS OR CONTRACTS SUBJECT TO THE LIEN OF THIS INDENTURE, PROVIDED THAT ANY CHANGED, ALTERED OR SUBSTITUTED LEASES, RIGHTS OF WAY, AGREEMENTS OR CONTRACTS SHALL FORTHWITH BECOME SUBJECT TO THE LIEN OF THIS INDENTURE TO THE SAME EXTENT AND IN THE SAME MANNER AS THOSE PREVIOUSLY EXISTING;

C. TO SURRENDER OR ASSENT TO THE MODIFICATION OF ANY FRANCHISE, LICENSE OR PERMIT WHICH IT MAY OWN OR UNDER WHICH IT MAY BE OPERATING, PROVIDED, THAT AFTER THE SURRENDER OR MODIFICATION OF ANY SUCH FRANCHISE, LICENSE OR PERMIT, THE COMPANY SHALL STILL, IN THE OPINION OF THE BOARD OF DIRECTORS OF THE COMPANY, BE ENTITLED, UNDER SOME OTHER OR WITHOUT ANY FRANCHISE, LICENSE OR PERMIT, TO CONDUCT ITS BUSINESS IN THE TERRITORY IN WHICH IT IS THEN OPERATING;

D. TO ALTER, REPAIR, REPLACE, CHANGE THE LOCATION OR POSITION OF AND ADD TO ITS PLANTS, WORKS, BUILDINGS, STRUCTURES, SYSTEMS, MACHINERY, TRANSMISSION AND DISTRIBUTION SYSTEMS EQUIPMENT, APPARATUS AND OTHER FIXTURES AND APPURTENANCES; AND/OR

E. TO CONVEY TO THE UNITED STATES OF AMERICA, FREE FROM THE LIEN OF THIS IN-