

solidation of the Obligors (either singly or with one or more other corporations) into or with, or any sale, conveyance, transfer or lease, subject to the continuing lien of this Indenture and to all the provisions hereof, of all the mortgaged property as, or substantially as, an entirety to, any corporation then existing under and by virtue of the laws of any state or states of the United States and lawfully entitled to acquire or lease and operate the same, or prevent successive similar consolidations, mergers, sales, conveyances, transfers or leases to which the Obligors or their successors or assigns or any subsequent successors or assigns shall be a party; provided, however, and the Obligors covenant and agree 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 the Bondholders hereunder; and provided, further, that any such lease shall contain a provision that, if an event of default as defined in Section 8.01 shall have happened and be continuing when such lease is made, or shall happen while it is in effect, such lease may be immediately terminated, at any time while such event of default continues, 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.

Section 12.02. In case the Obligors, pursuant to the provisions of Section 12.01 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 Obligors under such circumstances that the corporate identity of the Obligors is not changed), the corporation resulting from such merger or consolidation or into or with which the Obligors shall have been merged or consolidated or which shall have received a conveyance or transfer as aforesaid (such corporation being sometimes in this Article called the successor corporation) shall execute and cause to be recorded a supplemental indenture to and with the Trustee, satisfactory to the