

cuted 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 Piedmont Natural Gas Company, Inc. 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 any intermediate successor corporation and authenticated by the Trustee; and upon the application of the successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this Indenture prescribed with respect to the authentication and delivery of Bonds, the Trustee shall authenticate and deliver any of such Bonds which shall have been previously signed and delivered by the officers of the Company or any intermediate successor corporation to the Trustee for authentication, and any of such Bonds which the successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be signed by its appropriate officers and delivered to the Trustee for such purpose. All the Bonds so issued shall in all respects have the same legal rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said Bonds had been issued at the date of the execution hereof.

§ 10.03. In respect of property owned by the Company at the time of any consolidation, merger, sale, conveyance or transfer (but not in the case of any lease) as provided in § 10.01, and substitutions, replacements, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements thereto subsequently made, constructed or acquired, the rights and duties of the successor corporation hereunder shall be the same as the rights and duties of the Company would have been had such consolidation, merger, sale, conveyance or transfer not taken place.

§ 10.04. In respect of property at the time of such consolidation, merger, sale, conveyance or transfer owned by the successor corporation, or owned by any other corporation or corporations merged or consolidated into or with, or the property of other corporations which is conveyed or transferred to, such successor corporations,

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 any default described in § 9.01 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 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, that in case the Company shall be merged or consolidated as aforesaid (either singly or with one or more other corporations) into or with any other corporation, or shall sell, convey or transfer as aforesaid to another corporation 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 10 called the "successor corporation") shall, prior to or contemporaneously with such merger, consolidation, conveyance or transfer, execute, and promptly 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, premium, if any, 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.

§ 10.02. Upon the execution by any successor corporation of the supplemental indenture provided for in § 10.01, such successor corporation shall thereupon succeed to 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 thereon or maker thereof, and the successor corporation may thereupon use any Bonds theretofore exe-