

or any successor, then any bank or trust company becoming a successor to it may adopt the certificate of authentication of its predecessor and deliver the bonds so authenticated, and any such successor Trustee, if becoming such pursuant to this §7.06, may authenticate bonds hereunder either in its own name or in the name of its predecessor; and in such cases such certificates shall have the full force which it is anywhere in the bonds or in this Indenture provided that the certificate of the Trustee shall have.

§7.07. Except as herein otherwise provided, any request, direction or order of the Company in this indenture mentioned shall be expressed by a copy of a resolution of the Board of Directors of the Company, certified by its Secretary or one of its Assistant Secretaries under its corporate seal. Whenever the existence or non-existence of any fact or other matter shall be material, the Trustee shall unless herein elsewhere provided to the contrary be protected in acting or refraining from acting under any provision of this instrument, in relying upon a certificate as to the existence or non-existence of any such fact or matter signed by the President or one of the Vice-Presidents and by the Secretary or one of the Assistant Secretaries or the Treasurer or one of the Assistant Treasurers of the Company.

§7.08. As used in this Indenture, unless otherwise indicated by the context, the term "the Trustee" shall mean the Trustee herein named or any successor to it pursuant to the provisions of this Article at the time in office.

#### ARTICLE 8.

##### Concerning Consolidation, Merger and Sale.

§8.01. 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 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 or 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 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 the bondholders hereunder; and provided, further, that any such lease shall contain a provision that, if an event of default as defined in §6.02 shall exist when such lease is made, or shall occur while it is in effect, such lease may be immediately terminated, at any time while such event of 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.

§8.02. In case the Company, pursuant to the provisions of §8.01 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 called the suc-

cessor 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 the 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 thereon or maker thereof, and the successor corporation may thereupon adopt 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 party of the first part, 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 order 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 corresponding 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.

§8.03. In respect of property, owned by the Company at the time of any consolidation, merger, sale, conveyance or transfer to which the provisions of §8.02 are applicable, 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.

§8.04. In respect of property at the time of such consolidation, merger, sale, conveyance or transfer

(1) owned by the successor corporation, and/or

(2) 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 corporation, and/or

of property thereafter acquired by the successor corporation, except said substitutions, replacements, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements to, of or upon the property then owned by the Company referred to in §8.03, this Indenture or the supplemental indenture to be filed as above provided in §8.02 shall not become or be a lien upon any of such property except so much thereof as shall be subjected to the lien hereof by supplemental indenture, duly executed. Such supplemental indenture may, but need not necessarily, form one and the same instrument with the supplemental indenture provided for in §8.02. Nothing herein shall be construed to prevent such supplemental indenture, at the option of the Company or the successor corporation, from subjecting to the lien hereof all property of such successor corporation then owned or thereafter acquired.