

property owned by the Company immediately prior thereto other than a lien which, if it existed upon property of the Company, would not constitute a default by the Company in the performance of its covenant contained in §5.14.

(d) Upon any such consolidation, merger or sale, the due and punctual payment of the principal of and interest on all Bonds at the time outstanding according to their tenor, and, subject to the provisions of §13.03, the due and punctual performance and observance of all the covenants and conditions of this Indenture, shall, by supplemental indenture in form satisfactory to the Trustee and as a condition of any such consolidation or merger or as a consideration for any such sale, be expressly assumed by the successor corporation.

(e) Any such lease shall be made expressly subject to immediate termination by the Trustee at any time when any event of default, as specified in §10.01, shall have happened and be continuing, and also by the purchaser of the property so leased at any sale thereof hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings.

§13.02. Every successor corporation resulting from the consolidation of the Company with another corporation, or the merger of the Company into another corporation, or the sale by the Company of its property as an entirety or substantially as an entirety to another corporation, shall, upon executing, acknowledging and delivering to the Trustee, and causing to be recorded and filed, as required by §5.10, an indenture supplemental hereto, as provided in §13.01(d), in form satisfactory to the Trustee, succeed to and be substituted for the Company with the same effect as if it had been named herein as the party of the first part. Such successor corporation may thereupon cause to be signed, either in its own name or in the name of the Company, with such suitable reference, if any, to such consolidation, merger or sale as may be required by the Trustee, any or all of the Bonds which shall not theretofore have been signed by the Company and authenticated by the Trustee; and upon the written order of such successor corporation in lieu of the Company, and subject to the terms, conditions and restrictions herein prescribed with respect to the authentication and delivery of Bonds, the Trustee shall authenticate