

to retain actual possession of all the mortgaged estates, properties and franchises, other than securities of other corporations pledged or assigned to the Trustee hereunder, and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings income, rents, issues and profits thereof.

ARTICLE THIRTEEN.  
Successor Company.

Section 1. All of the covenants, stipulations, and agreements of the Mortgagor Company in this Indenture contained shall bind the successors and assigns of the Mortgagor Company whether so expressed or not.

Section 2. Nothing contained in this Indenture, or in any of the bonds secured hereby shall prevent any consolidation or merger of the Mortgagor Company with any other corporation or any sale, conveyance or transfer, subject to the continuing lien of this Indenture and to all the provisions thereof, of all the mortgaged estates, properties and franchises as an entirety to a corporation entitled to acquire the same; provided, however, that any such consolidation, merger, or sale shall not impair the lien and security of this Indenture or any of the rights or powers of the Trustee or of the bond holders hereunder.

Section 3. In the event of any such consolidation, merger, or sale, the successor company upon executing and causing to be recorded an Indenture with the Trustee, satisfactory to the Trustee, whereby such successor company shall expressly assume the due and punctual payment of the principal and interest of all of the bonds secured by this Indenture, and the performance of all of the covenants, stipulations, agreements, and conditions hereof to be kept and performed by the Mortgagor Company, shall succeed to and shall have, possess, and from time to time may exercise each and every right and power of the Mortgagor Company hereunder in its own name, or in the name of the Mortgagor Company, including the right in case all of the bonds intended to be secured hereby shall not have been theretofore executed, issued and certified, to execute, issue, and cause to be certified by the Trustee the remainder of the bonds in accordance with the terms of this Indenture; and upon the order of said successor company in lieu of the Mortgagor Company and subject to all of the terms, conditions, and restrictions herein prescribed, the Trustee shall certify and deliver any of such bonds which shall have been previously signed and delivered by the officers of the Mortgagor Company to the Trustee for certification, and any of such bonds which such successor Company shall thereafter cause to be signed and delivered to the said Trustee for that purpose, and any such bonds may be signed and sealed either by the officers of the Mortgagor Company or by the officers of the successor company in the name of and as the officers of the Mortgagor Company, and sealed by them with the seal of the Mortgagor Company; Provided, however, that as a condition precedent to the execution by such successor company and the certification by the Trustee of any such additional bonds to reimburse the successor company for the actual cash cost of any extensions, betterments or permanent improvements or securities of other corporations, the Indenture to be executed and recorded by the successor company in favor of the Trustee as additional security as hereinbefore provided shall contain a conveyance and mortgage in terms sufficient to include such extensions, betterments and permanent improvements and securities of other corporations, and that the lien created thereby shall have similar force, effect and standing as the lien of this mortgage would have if the Mortgagor Company should not transfer the mortgaged estates, properties and franchises to such successor company and should itself acquire such extensions, betterments and permanent improvements or securities of other corporations and request the certification and issue of reserved bonds under the provisions of this