

LAST IN OFFICE, AND ALSO TO THE COMPANY, AN INSTRUMENT ACCEPTING SUCH APPOINTMENT HEREUNDER, AND THEREUPON SUCH SUCCESSOR, WITHOUT ANY FURTHER ACT, DEED OR CONVEYANCE, SHALL BECOME VESTED WITH ALL THE ESTATES, PROPERTIES, RIGHTS, POWERS, TRUSTS, DUTIES AND OBLIGATIONS OF HIS OR ITS PREDECESSOR IN TRUST HEREUNDER, WITH LIKE EFFECT AS IF ORIGINALLY NAMED AS THE INDIVIDUAL TRUSTEE OR THE TRUST COMPANY HEREIN, BUT THE INDIVIDUAL TRUSTEE OR THE TRUST COMPANY CEASING TO ACT SHALL, NEVERTHELESS, ON THE WRITTEN REQUEST OF THE COMPANY OR OF HIS OR ITS SUCCESSOR TRUSTEE, EXECUTE AND DELIVER AN INSTRUMENT TRANSFERRING TO SUCH SUCCESSOR TRUSTEE, UPON THE TRUSTS HEREIN EXPRESSED, ALL THE ESTATES, PROPERTIES, RIGHTS, POWERS AND TRUSTS OF THE TRUSTEE SO CEASING TO ACT, AND SHALL DULY ASSIGN, TRANSFER AND DELIVER ALL PROPERTIES AND MONEYS HELD BY SUCH TRUSTEE TO SUCH SUCCESSOR. SHOULD ANY DEED, CONVEYANCE, OR INSTRUMENT IN WRITING FROM THE COMPANY BE REQUIRED FOR MORE FULLY VESTING IN AND CONFIRMING TO SUCH SUCCESSOR TRUSTEE SUCH ESTATES, RIGHTS, POWERS AND DUTIES, ANY AND ALL SUCH DEEDS, CONVEYANCES AND INSTRUMENTS IN WRITING SHALL UPON REQUEST BE MADE, EXECUTED, ACKNOWLEDGED AND DELIVERED BY IT.

ARTICLE XIV.

NOTHING CONTAINED IN THIS INDENTURE, OR IN ANY BOND HEREBY SECURED, SHALL PREVENT ANY CONSOLIDATION OR MERGER OF THE COMPANY WITH OR INTO ANY OTHER CORPORATION, OR THE CONSOLIDATION OR MERGER OF ANY OTHER CORPORATION WITH OR INTO THE COMPANY, OR ANY SALE, CONVEYANCE OR TRANSFER, SUBJECT TO THE CONTINUING LIEN OF THIS INDENTURE AND ^{TO} ALL THE PROVISIONS HEREOF, OF ALL THE MORTGAGED PROPERTY AS AN ENTIRETY TO A CORPORATION AT THAT TIME EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE UNITED STATES OR OF ANY STATE OR STATES OR TERRITORY OR TERRITORIES THEREIN, AND ENTITLED TO ACQUIRE, OWN, MAINTAIN AND OPERATE THE SAME; PROVIDED, HOWEVER, THAT SUCH CONSOLIDATION, MERGER, SALE, CONVEYANCE OR TRANSFER, SHALL NOT IMPAIR THE LIEN AND SECURITY OF THIS INDENTURE, OR ANY OF THE RIGHTS OR POWERS OF THE TRUSTEES OR OF ANY BONDHOLDERS HEREUNDER, AND THAT, UPON ANY SUCH CONSOLIDATION, MERGER, SALE, CONVEYANCE OR TRANSFER, THE DUE AND PUNCTUAL PAYMENT OF THE PRINCIPAL AND INTEREST OF ALL THE BONDS SECURED HEREBY ACCORDING TO THEIR TENOR, AND THE DUE AND PUNCTUAL PERFORMANCE AND OBSERVANCE OF ALL THE COVENANTS AND CONDITIONS OF THIS INDENTURE, SHALL BE ASSUMED BY THE CORPORATION FORMED BY SUCH CONSOLIDATION OR MERGER OR PURCHASING THE MORTGAGED PROPERTY AS AFORESAID.

IN CASE THE COMPANY, PURSUANT TO THIS ARTICLE, SHALL BE CONSOLIDATED OR MERGED WITH ANY OTHER CORPORATION OR SHALL SELL, CONVEY, OR TRANSFER, SUBJECT TO THIS INDENTURE, ALL THE MORTGAGED PROPERTY AS AN ENTIRETY AS AFORESAID, THE SUCCESSOR CORPORATION FORMED BY SUCH CONSOLIDATION OR INTO WHICH THE COMPANY SHALL HAVE BEEN MERGED, OR WHICH SHALL HAVE PURCHASED AND RECEIVED A CONVEYANCE OR TRANSFER AS AFORESAID, SHALL SUCCEED TO, AND BE SUBSTITUTED FOR, THE COMPANY, WITH THE SAME EFFECT AS IF IT HAD BEEN NAMED HEREIN AS PARTY OF THE FIRST PART, UPON EXECUTING, AND CAUSING TO BE RECORDED, AN INDENTURE TO THE TRUSTEES, SATISFACTORY TO THE TRUSTEES, WHEREBY SUCH SUCCESSOR CORPORATION SHALL ASSUME THE DUE AND PUNCTUAL PAYMENT OF THE PRINCIPAL AND INTEREST OF THE BONDS SECURED HEREBY AND THE PERFORMANCE OF ALL THE COVENANTS AND CONDITIONS OF THIS INDENTURE ON THE PART OF THE COMPANY TO BE PERFORMED; AND SUCH SUCCESSOR CORPORATION THEREUPON MAY CAUSE TO BE SIGNED, AND MAY ISSUE, EITHER IN ITS OWN NAME OR IN THE NAME OF THE COMPANY, ANY OR ALL OF THE BONDS AUTHORIZED TO BE ISSUED HEREUNDER WHICH SHALL THEREFORE NOT HAVE BEEN SIGNED BY THE