

all the terms, conditions and restrictions in this indenture prescribed, concerning the authentication and delivery of bonds, the Corporate Trustee shall authenticate and deliver any bonds which shall have been previously signed and delivered by the officers of the Company to the Corporate Trustee for authentication, and such bonds as the successor corporation shall thereafter, in accordance with the provisions of this indenture, cause to be executed and delivered to the Corporate Trustee for such purpose, and such successor corporation shall also have and may exercise in respect of such property of such character, and subject to all terms, conditions and restrictions in this Indenture prescribed applicable thereto, whether as to withdrawal of cash, release of property, disposition by a subsidiary company of property, or otherwise, the same power and rights which the company might or could exercise had it acquired such property of such character by purchase on the date of such ^{tion} consolidation/merger, conveyance or transfer and had such consolidation, merger, conveyance or transfer not occurred. All the Bonds so issued shall in all respects have the same legal right and security as the bonds theretofore issued in accordance with the terms of this Indenture as though all of said bonds had been authenticated and delivered at the date of the execution hereof. As a condition precedent to the execution by such successor corporation and the authentication and delivery by the corporate Trustee of any such additional bonds or the withdrawal of cash or the release of property, or the disposition by a subsidiary company (then a subsidiary company of such successor corporation) of property under any of the provisions of this Indenture, on the basis of property of the character defined in Section 4 hereof as property additions acquired, made or constructed by the successor corporation or by any corporation with which the company or any successor corporation may be so consolidated or into which the Company or any successor corporation may be so merged or to which the company or any successor corporation may make any such conveyance, the indenture with the Trustee to be executed and caused to be recorded by the successor corporation as in this Section provided or a subsequent indenture, shall contain a conveyance of transfer and mortgage in terms sufficient to subject such property (except such parts thereof as are movables) to the lien hereof, and provided further that the lien created thereby and the lien thereon shall have similar force, effect and standing as the lien of this indenture would have if the Company should not be consolidated with or merged into such corporation or should not convey or transfer, subject to this indenture, all or substantially all of the mortgage and pledged property owned by the company, as aforesaid, to such successor corporation, and should itself on the date of such consolidation, merger, conveyance or transfer acquire or construct such property and request the authentication and delivery of the bonds or the withdrawal of cash or the release of property or disposition by a subsidiary company of property under the provisions of this indenture in respect thereof. Trustees may receive an opinion of counsel as conclusive evidence that any such assumption and any such lien and any such indenture complies with the foregoing conditions and provisions of this Section.

Section 104. In case the Company, as permitted by section 102 of this indenture, shall be consolidated with or merged into any other corporation, or shall convey or transfer,

subject to this indenture all or substantially all of the mortgaged and pledged property owned by the company as aforesaid, neither this indenture nor the indenture with the Trustees to be executed and caused to be recorded by the successor corporation as in Section 102 and 103 hereof provided, shall, unless such indenture shall otherwise provide, become a lien upon any of the properties or franchises of the successor corporation except (a) those acquired by it from the company, and improvements and additions thereon and appurtenant thereto, (b) then property made and used by the successor corporation as the basis for the issue of additional bonds or the withdrawal of cash or the release

by a subsidiary company of property