

or part of whose capital stock shall be subject to this indenture, may be merged or consolidated with the Railway Company, or all or any part of its property may be sold or conveyed to the Railway Company. In the event of such consolidation or merger or sale, this indenture shall become and be a lien upon the property of the company so consolidated or merged with the Railway Company, or upon the property so sold or conveyed to the Railway Company, with the same force and effect as if expressly conveyed by this indenture, and the holders of the General Mortgage bonds shall always have as full and complete a lien upon such property as that herein created by the pledge of the stock and bonds of such constituent company, or of such selling company, to the Trustee hereunder.

Anything in this indenture to the contrary notwithstanding, any company, all or part of whose capital stock shall be subject to this indenture, may be merged or be consolidated with, or all its property may be sold or conveyed as an entirety to, any other company, the greater part of whose capital stock shall be owned by the Railway Company and be subject to this indenture; provided, however, that the portion of the capital stock of any company formed by such consolidation or into which such merger shall be made, issued for or in lieu of stocks of the constituent companies parties to such consolidation or merger, previously pledged hereunder, shall always bear to the total capital stock of such company a proportionate relation at least as high (but never less than a majority thereof) as that borne by such previously pledged stock to the aggregate capital stock of such constituent companies; and provided further that in the case of any such sale by any company of its property, the stock of the purchasing company becoming subject to this indenture shall bear to its capital stock a proportionate relation at least as high (but never less than a majority thereof) as that borne by the previously pledged stock of the purchasing and selling companies to the aggregate of the capital stock of said companies. All stock of the company formed by such consolidation or into which such merger shall be made, issued for or in lieu of stocks of the constituent companies parties to such consolidation or merger, previously pledged hereunder, and all stock of the purchasing company issued in lieu of previously pledged stock of the selling company, shall become and be subject to this indenture, and shall be held by the Trustee hereunder pursuant to the provisions hereof, and the holders of the General Mortgage bonds shall always have a lien upon such portion of such stock of such successor or purchasing company as full and complete as upon the stock of such constituent companies, by reason of the pledge hereunder.

The Trustee may make any exchange, substitution, cancellation or surrender of securities required for the purposes or in accomplishment of any such merger, consolidation or sale in this section authorized; and may receive the opinion of any counsel approved by it as to the legal effect of any such merger, consolidation or sale, and as to the steps necessary to be taken to consummate the same, and as to any other matter under this section; and such opinion shall be full protection to the Trustee for any action by it taken or suffered pursuant thereto.

Sec. 10. Unless some one or more of the events of default enumerated in Section 2 of Article Seven of this indenture shall have occurred and be continuing, nothing herein contained shall prevent (1) the renewal or extension, if without impairment of lien or security, of any bond or obligation maturing on or prior to July 1, 2121, secured by a mortgage upon the property of any company, the greater part of whose capital stock hereafter shall become subject to this indenture; or of any bonds or obligations maturing prior to July 1, 2121, which now are or hereafter shall become subject to this indenture; or (2) the issue, in place of and in substitution for any such bonds or obligations (above in this Section 10 described), of other bonds or obligations for equivalent amounts, adequately secured by a similar mortgage or lien upon the same property; provided, however, that in