

in accordance with the provisions of this indenture, cause to be signed and delivered to the trustee for such purpose. All the bonds so issued shall in all respects have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this indenture as though all of said bonds had been issued at the date of the execution hereof.

The company covenants that if bonds are at any time issued in any new name, the company will provide for the exchange of any bonds previously issued for bonds issued in any such new name, at the option of the holder and without expense to him.

The trustee shall be furnished with a certificate of counsel (who may be of counsel to the company) appointed by the company and acceptable to the trustee, which certificate the trustee may receive as conclusive evidence that the provisions and conditions of the foregoing sections 1 and 2, or either of them, of this Article have been complied with.

SECTION 3. In case the company, pursuant to sections 1 or 2 of this Article, shall be consolidated with or merged into any other corporation, or shall convey or transfer subject to the lien of this indenture all the mortgaged property as an entirety, the trustee shall upon the request of the successor corporation surrender to it the certificates for shares of Eight per cent. Cumulative Preferred Stock of the company which it shall at the time be holding pursuant to Section 2 of Article VI hereof upon receiving from the successor corporation certificates similarly made out for an equal number of shares of the same par value of Eight per cent. Cumulative Preferred Stock of the successor corporation, such stock to have the same rights, privileges and preferences, to be of an issue of an authorized amount not greater than the authorized amount of Eight per cent. Cumulative Preferred stock, to have no other class of stock on a parity with or having priority over it, and to be subject to the same restrictions as the stock the certificates for which are being surrendered, upon receipt by the trustee of the opinion of counsel (who may be of counsel to the company), selected by the company and approved by the trustee that the certificates for the stock to be thus delivered to the trustee comply with the requirements of this Section, or in the alternative if such stock of such successor corporation has different rights, privileges and preferences and is subject to different restrictions than the stock, the certificates for which are being surrendered, upon receipt of an opinion of counsel selected by the company and approved by the trustee that such differences in rights, privileges, preferences and restrictions do not adversely affect the rights of the present or prospective holders of such Eight per cent. Cumulative Preferred stock.

SECTION 4. The word "company" wherever in this indenture contained shall include the successor corporation, and any order, certificate or resolutions of the company or its Board of Directors or officers provided for in this indenture may be made by the successor corporation, or by like officials of the successor corporation, or by like officials of the successor corporation, provided, however, that the provisions of this Section shall not be deemed to subject to the lien hereof the property of such successor corporation acquired after it shall have become the successor of the company, unless it shall have expressly agreed that such shall be the case, in the manner hereinbefore in this Article provided.

ARTICLE XVII.

THE TRUSTEE.

SECTION 1. The Trustee for itself and its successors accepts the trusts of this Indenture and agrees to execute them upon the following terms and conditions, to which the parties hereto and the holders of the Bonds hereby secured mutually agree: