

(c) such default shall have been waived as provided in Section 9 of said Article Five, the right of the Company to obtain payment of cash under this Article shall forthwith revive and continue as before such default occurred. The Trustee shall not be chargeable with knowledge of any event of default for the purposes of this Section unless it shall have received written notice thereof.

ARTICLE SEVEN.

CONSOLIDATION, MERGER AND SALE.

Section 1. Nothing in this Indenture shall prevent the consolidation with the Company or the merger into the Company of any other corporation or prevent any merger of the Company into any other corporation or prevent the sale by the Company of its property as an entirety or substantially as an entirety upon the terms hereinafter set forth; provided that any such consolidation or merger or sale shall be on such terms as not to impair the lien and security of this Indenture upon any part of the trust estate or any of the rights and powers of the Trustee or of the holders of the Bonds and that any successor corporation formed by such consolidation or the corporation into which the Company shall be merged, shall, as a condition of such consolidation or merger, expressly assume the due and punctual payment of all the Bonds and the interest thereon and the observance and performance of all the covenants and conditions of this Indenture; and provided further that, as a consideration of any such sale of the property of the Company as an entirety or substantially as an entirety, the corporation to which such property shall be so sold shall assume the due and punctual payment of all the Bonds and the interest thereon and the observance and performance of all the covenants and conditions of this Indenture and shall, simultaneously with the delivery to it of conveyances effectuating such sale, execute and deliver to the Trustee a proper indenture, in form satisfactory to the Trustee, whereby such purchasing corporation shall so assume the due and punctual payment of all the Bonds and the interest thereon and the observance and performance of all the covenants and conditions of this Indenture. Nothing in this Article contained shall affect the provisions of Article Six hereof relating to the sale of all or any part of the trust estate.

Section 2. In case any corporation shall be consolidated with the Company as aforesaid or in case the Company shall be merged into any other corporation or in case of the sale of the property of the Company as entirety or substantially as an entirety, the corporation formed by such consolidation or into which the Company shall have been merged or to which such sale shall have been made, upon executing with the Trustee and causing to be recorded and/or filed, as this Indenture shall have been theretofore recorded and/or filed, an indenture whereby such corporation shall assume the due and punctual payment of all the Bonds and the interest thereon and the observance and performance of all the covenants and conditions of this Indenture, shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the party of the first part hereto, and such corporation may thereupon cause to be signed and may issue, either in its own name or in name of Company, any or all of the Bonds which shall not theretofore have been signed by the Company and delivered to the Trustee, and the Trustee, upon the order of such corporation in lieu of the Company, and subject to all the terms, conditions and restrictions herein prescribed, shall authenticate and deliver any and all Bonds which shall have been previously signed by the officers of the Company and delivered to the Trustee for authentication and any of such Bonds which such corporation shall