

bonds and coupons by depositing with the Trustee hereunder the entire amount due thereon for principal and interest; and if the Company shall also pay or cause to be paid; all other sums payable hereunder by it, and shall well and truly keep and perform all the things herein required to be kept and performed by it, according to the true intent and meaning of this Indenture, then and in that case, all property, rights and interests hereby conveyed or assigned or pledged, shall revert to the Company, and the entire estate, right, title and interest of the Trustee shall thereupon cease, determine and become void, and the Trustee in such case, on demand of the Company, and at its cost and expense, shall enter satisfaction of this Indenture upon the records and by proper instruments in writing re-convey and re-transfer to the Company the trust estate; otherwise the same shall be, continue and remain in full force and virtue.

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SECTION 3. If any of the First Mortgage Bonds shall not, within six years after the date when such bonds shall become due and payable, be presented to the Trustee for payment and the amount due thereon for principal and interest which shall have been deposited with the Trustee for payment thereof as hereinbefore provided, if any, shall not be claimed by the owner or owners of such bonds, the Trustee shall, upon demand, pay over to the Company any amount so deposited together with all accumulations thereon.

ARTICLE ELEVENTH

SUNDRY PROVISIONS

SECTION 1. All the covenants, stipulations, promises and agreements in this Indenture contained by or in behalf of the Company, shall bind its successors and assigns, whether so expressed or not.

SECTION 2. Nothing in this Indenture shall prevent the consolidation or merger with or into the Company of any corporation, or prevent any consolidation or merger of the Company with or into any other corporation, or prevent the sale by the Company of its property as an entirety; provided that any such consolidation or merger shall be on such terms as to preserve and not to impair the lien or security under this Indenture, or any of the rights and powers of the Trustee or of the holders of the First Mortgage Bonds, and that any successor corporation formed by such consolidation, or the corporation with or within which the Company shall be merged, shall, as a part of such consolidation or merger, expressly assume the due and punctual payment of the principal and interest of all the First Mortgage Bonds and the observance and performance of all the covenants and conditions of this Indenture on its part to be performed; and provided, that as a condition of any such sale of the property of the Company as an entirety, the corporation to which such property shall be so sold shall, as a part of the purchase price thereof, assume the due and punctual payment of the principal and interest of all the First Mortgage Bonds and the observance and performance of all the covenants and conditions of this Indenture on the part of the Company to be performed, and shall, simultaneously with the delivery to it of such conveyances, 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 the principal and interest of all the First Mortgage Bonds and the observance and performance of all such covenants and conditions of this Indenture.

SECTION 3. In case any corporation shall be consolidated with or merged into the Company as aforesaid, or in case the Company shall be so consolidated with or merged into any other corporation, or in case of sale of the property of the Company 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 and causing to be recorded an Indenture with the Trustee whereby such corporation shall assume the due and punctual payment