

468

in writing shall upon request be made, executed, acknowledged and delivered by them.

#### ARTICLE XII. COMPARED

Nothing in this Indenture shall prevent the consolidation or merger of the Companies with each other or with any other corporation or prevent any consolidation or merger with the Companies, or either of them, of any other corporation, or prevent any sale subject to the continuing lien of this Indenture and to all of the provisions hereof of all the property of the Companies, as an entirety, provided that such consolidations, merger or sale shall be on such terms as to preserve and not to impair the lien or security under this Indenture and the rights and powers of the Trustee and of the holders of the bonds outstanding hereunder, and that any successor corporation formed by such consolidation, or the corporation into which the Companies shall be merged, shall, as a part of such consolidation or merger, expressly assume the due and punctual payment of the payment of the principal of and interest upon all of said bonds and the performance and observance of all the covenants and conditions of this Indenture, and provided that as a condition to any such sale of the property of the Companies as an entirety the corporation to which such property shall be sold as an entirety, shall, as a part of the purchase price thereof, assume the due and punctual payment of the principal of and interest upon all of the bonds and the performance of all the covenants and conditions of this Indenture, and shall, simultaneously with the delivery to it of a transfer and conveyance thereof, execute and deliver a proper indenture to the Trustee, 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 of the bonds secured by this Indenture, and the performance of all of the covenants and conditions hereof and charge there with the property and franchises so taken over. In case any corporation shall be consolidated or merged with the Companies, or either of them, as aforesaid, or in case the Companies shall be so consolidated or merged with each other or with any other corporation, or in case of a sale of the property of the Companies, as an entirety, the corporation formed by such consolidation or into which the Companies 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 of all of the bonds secured by this Indenture and the performance of all of the covenants and conditions hereof, and shall charge therewith the mortgaged property and franchise so taken over, shall succeed to and be substituted for the Companies with the same effect as if it had been named in this Indenture as party of the first part thereto and such successor or purchasing corporation may thereupon exercise all of the rights of the parties of the first part.

#### ARTICLE XIII.

SECTION 1. All of the covenants, stipulations, promises, undertakings and agreements herein contained, by or on behalf of the Companies, shall bind their respective successors and assigns, whether so specified or not.

All of the obligations, covenants, undertakings and agreements of the Companies expressed in or implied from this Indenture and / or said bonds, shall for all purposes be deemed to be the joint and several obligations of the Companies.

SEC. 2. The word "Trustee" means Continental and Commercial Trust and Savings Bank and its successors in trust hereunder. The words "bonds" and "bondholder" shall include the plural as well as the singular number, unless otherwise specified. The word "coupons" refers to the coupons attached to the bonds secured hereby.