

and provisions of this Indenture, and every such instrument shall be filed with The Baltimore Trust Company, or its successor in the trust. Any trustee ceasing to act shall, nevertheless, on the written request of the Company, or of the new trustee, execute and deliver an instrument transferring to such new trustee, or to such new trustee and its or his co-trustee or co-trustees, upon the trusts herein expressed, all of the properties, interests, rights, estates, powers and trusts of the trustee so ceasing to act, and shall duly assign, transfer and deliver all property and moneys held by or for the account of such trustee to the new trustee or trustees. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such properties, interests, rights, estates, powers and duties, or any thereof, any and all such deeds, conveyance and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

Any separate trustee or trustees or any co-trustee or co-trustees may at any time by an instrument in writing constitute The Baltimore Trust Company or its successors in the trust hereunder, his, their, or its agent, or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion authorized or permitted by him, them, or it, for and in behalf of him, them, or it, and in his, their or its name. In case any separate trustee or trustees, or co-trustee or co-trustees, or a successor to either of them, shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of said separate trustee, or co-trustee, so far as permitted by law, shall vest in and be exercised by The Baltimore Trust Company, or its successor in the trust, without the appointment of a new trustee as successor to such separate trustee or co-trustee.

#### ARTICLE X.

##### EFFECT OF MERGER, CONSOLIDATION, ETC.

SECTION 1. Nothing in this Indenture shall prevent any consolidation or merger of the Company with or into any corporation having corporate authority to carry on the business of the Company, or any conveyance, transfer or lease, subject to this Indenture, of all the mortgaged property as an entirety to any corporation lawfully entitled to acquire or lease and operate the same; provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the lien, efficiency or security of this Indenture, or any of the rights or powers of the Trustee or the bondholders hereunder; and provided, further, that any such lease shall be made expressly subject to immediate termination by the Company or by the Trustee at any time during the continuance of a default hereunder, and also by the purchase of the property so leased at any sale thereof hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings; and provided, further, that, upon any such consolidation, merger, conveyance or transfer, or upon any such lease the terms of which extend beyond the date of maturity of any of the bonds secured hereby, the due and punctual payment of the principal and interest of all said bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Indenture to be kept or performed by the Company, shall be assumed by the corporation formed by such consolidation or into which such merger shall have been made, or acquiring all the mortgaged property as an entirety, as aforesaid, or by the lessee under any such lease the term of which extends beyond the date of maturity of any of the bonds secured hereby. Upon such assumption, such successor corporation shall possess and from time to time may exercise each and every right and power hereunder of The Indianoma Corporation in its name or otherwise. For every purpose of this mortgage, the terms "Company" and "The Indianoma Corporation", include and mean not only the party of the