

the same force and effect as if it had been named in, and had executed, this Indenture, as the party of the first part hereto, and shall have and possess and may exercise, subject to the terms and conditions of this Indenture and of any indentures supplemental hereto, each and every power, authority and right herein reserved to or conferred upon the Company. For every purpose of this Indenture, including the execution, issue and use of any and all Bonds issued or issuable hereunder, the term "Company" includes and means not only the party of the first part, but also any such successor corporation upon compliance with the provisions of this Article.

SECTION 12.05. Bonds to the authentication and delivery of which such successor corporation thereafter may become entitled may be issued in the name of the party of the first part or in the name of the successor corporation. Bonds issued in the name of a successor corporation and coupons thereto appertaining may contain such changes in phraseology and form (but not in substance) as may be appropriate.

ARTICLE THIRTEEN.

Possession Until Default—Defeasance Clause.

SECTION 13.01. Until some one of the events of default enumerated in Section 7.02 hereof shall have happened, the Company, its respective successors and assigns, shall have the right to and may retain actual possession of all of the trust estate (except bonds, obligations, cash and other property pledged or assigned or to be pledged or assigned hereunder with the Corporate Trustee) and may manage, operate and use the same and every part thereof with the rights and franchises appertaining thereto, and may collect, receive, take, use and enjoy the rents, earnings, income, issues and profits thereof.

SECTION 13.02. If, (a) when all of the Bonds hereby secured shall have become due and payable, the Company shall have paid or caused