

## TITLE TO REAL ESTATE

this Article 8 called the "successor corporation") shall execute and cause to be recorded an indenture with the Trustee, satisfactory to the Trustee, whereby the successor corporation shall assume and agree to pay the principal and interest of the bonds issued hereunder in accordance with the provisions of said bonds and coupons thereto appertaining and this Indenture, and shall agree to perform and fulfill all the terms, covenants and conditions of this Indenture binding the Company. Such successor corporation shall thereupon succeed to, and be substituted for the Company, with the same effect as if it had been named herein as the mortgagor company, and the successor corporation may thereupon adopt any bonds theretofore executed by the Company or any intermediate successor corporation and may cause to be signed, issued and delivered either in its own name or in the name of the Company or in the name of any intermediate successor corporation any or all such bonds which shall not theretofore have been signed by the Company or any intermediate successor corporation and authenticated by the Trustee; and upon the order of the successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this Indenture prescribed with respect to issue of bonds, the Trustee shall authenticate and deliver any of such bonds, which shall have been previously signed and delivered by the officers of the Company or any intermediate successor corporation to the Trustee for authentication, and any of such bonds which the successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be signed by its corresponding officers and delivered to the Trustee for such purpose. All the bonds so issued shall in all respects have the same legal rank and security as the bonds <sup>theretofore or</sup> thereafter issued in accordance with the terms of this Indenture as though all of said bonds had been issued at the date of the execution hereof.

§8.03. In respect of property, owned by the Company at the time of any consolidation, merger, sale, conveyance or transfer to which §8.02 is applicable, and substitutions, replacements, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements, thereto subsequently made, constructed or acquired, the rights and duties of the successor corporation hereunder shall be the same as the rights and duties of the Company would have been had such consolidation, merger, sale, conveyance or transfer not taken place.

In respect of property at the time of such consolidation, merger, sale, conveyance or transfer.

(1) owned by the successor corporation, and/or

(2) owned by any other corporation or corporations merged or consolidated into, or the property of other corporations which is conveyed or transferred to, such successor corporation, and/or of property thereafter acquired by the successor corporation, except said substitutions, replacements, accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements to, of or upon the property then owned by the Company referred to in the preceding paragraph, this Indenture or the supplemental indenture to be executed as above provided in said §8.02 shall not become or be a lien upon any of such property except so much thereof as shall be subjected to the lien hereof by supplemental indenture, duly executed. Such

supplemental indenture may, but need not necessarily, form one and the same instrument with the supplemental indenture first provided for in said §8.02. Nothing herein shall be construed to prevent such supplemental indenture, at the option of the Company or the successor corporation, from subjecting to the lien hereof all property of such successor corporation then owned or thereafter acquired.

§8.04. In case of any such consolidation, merger, sale, conveyance or transfer the Trustee shall be furnished with an opinion of counsel, which opinion the Trustee may receive as conclusive evidence, that the applicable provisions of §§ 8.01 to 8.03, or any of them, have been complied with or that any supplemental indenture made thereunder complies with the conditions and provisions thereof.

§8.05. At any time prior to the exercise of any power by this Article 8 reserved to the Company or to a purchasing or successor corporation, the Company or such purchasing or successor corporation may surrender any such reserved power by delivering to the Trustee an instrument in writing executed by the President or a Vice President under its corporate seal attested by the Secretary or an Assistant Secretary, accompanied by a certificate of the Secretary or an Assistant Secretary that the execution of such instrument was authorized by a resolution of at least two-thirds of its entire Board of Directors passed at a meeting duly held; and thereupon the power so surrendered shall cease. Until so surrendered, the provisions of this Article 8 shall continue to apply to any number successive mergers, consolidations, sales, conveyances or transfers, the term "the Company" referring in each such case to the corporation which immediately before such merger, consolidation sale, conveyance or transfer was the owner of the mortgaged property.

## ARTICLE 9.

## EVIDENCE OF RIGHTS OF BONDHOLDERS.

§9.01. Any request or other instrument, which this Indenture may require or permit to be signed and executed by bondholders, may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such bondholders in person or by attorney appointed in