

WHEREAS, Article Twelve of the Original Indenture permits of such a consolidation and provides in part as follows:

Section 12.02. In case the Obligors, pursuant to the provisions of Section 12.01 shall be merged or consolidated (either singly or with one or more other corporations) into or with any other corporation, or shall convey or transfer to another corporation, subject to the lien of this indenture, all the mortgaged property as, or substantially as, an entirety (but not in case of any lease and not in case any other corporation or corporations shall be merged or consolidated into or with the Obligors under such circumstances that the corporate identity of the Obligors is not changed), the corporation resulting from such merger or consolidation or into or with which the Obligors shall have been merged or consolidated or which shall have received a conveyance or transfer as aforesaid (such corporation being sometimes in this Article called the successor corporation) shall execute and cause to be recorded a supplemental indenture to and with the Trustee, satisfactory to the Trustee, whereby the successor corporation shall assume and agree to pay duly and punctually the principal of and interest on the Bonds issued hereunder in accordance with the provisions of said Bonds and this Indenture, and shall agree to perform and fulfill all the terms, covenants and conditions of this Indenture binding the Obligors. Such successor corporation shall thereupon succeed to and be substituted for, the Obligors with the same effect as if it had been named herein as the mortgagor company and in the Bonds as the obligor thereon or maker thereof, and the successor corporation may thereupon adopt any Bonds theretofore executed by the Obligors 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 Obligors, or in the name of any intermediate successor corporation, any or all such Bonds which shall not theretofore have been signed by the Obligors or any intermediate successor corporation and authenticated by the Trustee; and upon the order of the successor corporation in lieu of the Obligors, and subject to all