

to its fixed property accounts, shall be the same as if such property had been acquired by the Company by purchase and charged to its fixed property accounts as of the date of such merger or consolidation; provided that, and as a condition precedent, any property used or useful to the Company in its Gas Business so acquired shall not be made the basis of the issue of any Bonds and any property used or useful to the Company in its Gas Business shall not be made the basis of the release of cash or property under the provisions of this Indenture (except pursuant to § 6.03), until the Company shall have caused to be executed and filed for record a supplemental indenture with the Trustee, satisfactory to the Trustee, giving to the Trustee a lien, subject only to permitted liens, not only upon such property but also upon any other property, franchises and/or rights owned by the Company and necessary in the opinion of counsel and an independent engineer for the use and operation of such property used or useful to the Company in its Gas Business; and, provided, further, that the use of such property used or useful to the Company in its Gas Business for the aforesaid or any other purposes hereunder shall be subject to the terms and conditions provided in this Indenture.

§ 10.07. The Company covenants that if Bonds at any time be issued in any new name the Company will provide for the stamping or for the exchange of any Bonds previously issued for Bonds of the same tenor and amounts issued in any such new name, at the option of the holders and without expense to them, and the Trustee shall also do such acts as may be necessary on its part to that end, including authentication of the Bonds so to be issued in exchange.

§ 10.08. In case of any such consolidation, merger, sale, conveyance, transfer or lease the Trustee shall be furnished with a certificate of the Company and an opinion of counsel as to compliance with conditions precedent.

§ 10.09. At any time prior to the exercise of any power by this Article 10 reserved to the Company or to a successor corporation, the Company or such successor corporation may surrender any such reserved power by delivering to the Trustee a certificate of the Company

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 owned by the Company referred to in § 10.03, this Indenture or the supplemental indenture to be recorded as above provided in § 10.01 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, pursuant to the provisions of § 10.01. Such supplemental indenture may, but need not necessarily, form one and the same instrument with the supplemental indenture provided for in said § 10.01. 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 or any part of the property of such successor corporation then owned or thereafter acquired.

§ 10.05. The successor corporation shall be entitled to use any property subjected to the lien hereof as provided in § 10.04 (provided that there shall also have been subjected to the lien hereof by supplemental indenture, duly executed, any other property, franchises and rights necessary in the opinion of counsel and an engineer for the use and operation of such property), as the basis for the issue of Bonds or release of cash or property hereunder as and to the extent that the Company might have so used the same had it acquired the same by purchase and charged the same to its fixed property accounts. All the covenants and agreements of the Company herein with respect to mortgaged property shall apply to such property to be subjected to the lien hereof.

§ 10.06. In case pursuant to the provisions of § 10.01 any other corporation or corporations shall be merged or consolidated into or with the Company under such circumstances that the corporate identity of the Company is not changed, the rights and duties of the Company, with respect to the property owned by such other corporation or corporations at the time of such merger or consolidation which is acquired by the Company by virtue of the merger or consolidation and charged