

be in the possession of the Corporate Trustee, and all property then held hereunder by the Trustees, and shall deliver to the Company orders for the payment of any moneys deposited with other depositories as provided in this Indenture; otherwise, this Indenture shall remain in full force and effect.

Notwithstanding the definition of the term "outstanding" contained in Section 1.01 hereof, for the purposes of this Section 11.02, the term "outstanding" shall be deemed to include all Bonds held in the treasury of the Company or a subsidiary.

ARTICLE TWELVE.

CONSOLIDATION, MERGER, CONVEYANCE AND LEASE.

SECTION 12.01. Nothing in this Indenture or in any Bond shall prevent the consolidation or merger of the Company with or into any other corporation lawfully entitled to acquire and operate the trust estate or the conveyance or lease by the Company of the trust estate as a whole, or substantially as a whole, to any other such corporation, *provided, however*, that

(1) every such consolidation, merger, conveyance or lease shall be on such terms as shall fully preserve the lien and security of this Indenture and the rights and powers of the Trustees and of the holders of the Bonds hereunder and every such lease shall be made expressly subject to termination by the Company or by the Trustees at any time upon the occurrence and during the continuance of an Event of Default and also by the purchaser of the property so leased at any sale thereof under Article Seven hereof;

(2) immediately upon such consolidation, merger, conveyance or lease the Successor Corporation shall, by indenture supplemental hereto, expressly assume the due and punctual payment of the principal of and premium and interest on all of the Bonds according to their tenor and purport and the due and punctual performance of all the terms and conditions of this Indenture and of any indenture supplemental hereto to be kept and performed by the Company;

(3) in the case of any such lease, the Company shall also remain obligated for the due and punctual payment of the principal of and premium and interest on all of the Bonds according to their tenor and purport and the due and punctual performance of all the terms and con-