

predecessor or successor corporation or the Trustee, by the enforcement of any assessment or otherwise, or by any legal or equitable proceeding by virtue of any constitution, statute, or otherwise (including, without limiting the generality of the foregoing, any proceeding to enforce any claimed liability of stockholders of the Company, based upon any theory of disregarding the corporate entity of the Company or upon any theory that the Company was acting as the agent or instrumentality of the stockholders); it being expressly agreed and understood that this Indenture, and the obligations hereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, the incorporators, stockholders, officers or directors, as such, of the Company, or of any successor corporation, or any of them, on account of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any of the bonds or coupons hereby secured, or implied therefrom, and that any and all such personal liability of every name and nature, and any and all such rights and claims against every such incorporator, stockholder, officer or director, as such, whether arising at common law or in equity, or created by constitution, statute, or otherwise, are expressly released and waived as a condition of, and as part of the consideration for, the execution of this Indenture and the issue of the bonds and interest obligations secured hereby.

ARTICLE 12

Effect of Merger, Consolidation, Etc.

Section 12.01. Nothing in this Indenture or in any bond outstanding hereunder shall prevent any consolidation or merger of the Company or of any successor company with or into which it has been lawfully consolidated or merged, with or into any corporation, or any conveyance, transfer or lease, subject to this Indenture, of the mort-

gaged property as an entirety or substantially as an entirety to any corporation lawfully entitled to acquire or lease and operate the same; or to prevent successive similar consolidations, mergers, conveyances, transfers and leases to which the Company or its successor or successors shall be a party or parties; provided, however, and the Company covenants and agrees, that every such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the lien, efficiency or security of this Indenture, or any of the rights or powers of the Trustee or the bondholders hereunder; provided further, that any such lease shall be made expressly subject to immediate termination by the Company or by the Trustee at any time during the continuance of a default hereunder, and also by the purchaser of the property so leased at any sale thereof hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings; provided further, that upon any such consolidation, merger, conveyance or transfer, or upon any such lease the term of which extends beyond the date of maturity of any of the bonds then outstanding hereunder, the due and punctual payment of the principal of and interest on all of said bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Indenture to be kept or performed by the Company, shall be assumed by the corporation formed by such consolidation or into which such merger shall have been made, or acquiring the mortgaged property as aforesaid, or by the lessee, under any such lease the term of which extends beyond the date of maturity of the bonds secured hereby; and provided further, that no such consolidation, merger, conveyance, transfer or lease shall be made except upon such terms as shall fully preserve and protect the then existing franchises of the Company, subject, however, to the provisions of subdivision (5) of Section 8.04.