SECTION 12.02. In case the Company, pursuant to Section 12.01, shall be consolidated with or merged into any other corporation, or shall convey or transfer, subject to the lien of this Indenture, the mortgaged property as aforesaid, the successor corporation formed by such consolidation, or into which the Company shall have been merged, or which shall have received a conveyance or transfer as aforesaid—upon executing and causing to be recorded a supplemental indenture with the Trustee, satisfactory to the Trustee, whereby such successor corporation shall assume and agree to pay, duly and punctually, the principal and interest of the bonds issued hereunder in accordance with the provisions of said bonds and coupons and this Indenture, and shall agree to perform and fulfill all the covenants and conditions of this Indenture binding upon the Company—shall succeed to and be substituted for the Company, with the same effect as if it had been named herein as the mortgagor company, and without prejudice to the generality of the foregoing, such successor corporation thereupon may cause to be executed, authenticated and delivered, either in its own name or in the present name of the Company or its name as lawfully changed, such bonds as could or might have been executed, issued and delivered by the Company under any provision of this Indenture, and upon the order of such successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this Indenture prescribed, concerning the authentication and delivery 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 to the Trustee for authentication, and any of such bonds which such successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be executed and delivered to the Trustee for such purpose and such successor corporation shall have and may exercise in respect of the issue of bonds on the basis of property additions, cash, bonds, or prior lien bonds and subject to all the terms, conditions and restrictions in this Indenture prescribed applicable thereto, whether as to withdrawal of cash or otherwise, the same powers and rights which

the Company might or could exercise had it acquired such property additions, cash, bonds, or prior lien bonds, by purchase on or after the date of such consolidation, merger, conveyance or transfer and had such consolidation, merger, conveyance or transfer not occurred. All the bonds so issued shall in all respects have the same legal right and security as the bonds theretofore issued in accordance with the terms of this Indenture as if all of said bonds had been authenticated and delivered at the date of the execution hereof. *Provided, however*, that as a condition precedent to the execution by such successor corporation and the right of such successor corporation to procure the authentication and delivery by the Trustee of any such additional bonds in respect of the construction or acquisition by the successor corporation of improvements, extensions and additions to the mortgaged property or plants or properties additional thereto, the supplemental indenture with the Trustee to be executed and caused to be recorded by the successor corporation as in this Section provided shall contain a conveyance or transfer and mortgage in terms sufficient to include and subject to the lien of this Indenture the properties and franchises described in subdivisions (1), (2) and (3) of Section 12.03, and *provided further*, that the lien created thereby shall have similar force, effect and standing as the lien of this Indenture would have if the Company should not be consolidated with or merged into such corporation or should not convey or transfer, subject to this Indenture, the mortgaged property as aforesaid, to such successor corporation and should itself acquire or construct all said property and request the authentication and delivery of bonds under the provisions of this Indenture in respect thereof; but the inclusion in said supplemental indenture of such conveyance or transfer and mortgage shall not (except as may be required in any opinion of counsel called for by the applicable provisions hereof) be a condition precedent to the exercise hereunder by such successor corporation of the other powers and rights conferred upon the Company, including the right to procure the withdrawal of cash or trust moneys for the release of property upon the basis of property additions.