result of which the Company does not continue or survive, or prevent the sale or lease by the Company of its property, as an entirety or substantially as an entirety to any other corporation (any such corporation resulting from such a consolidation or merger or to which such a sale or lease is made by the Company being hereafter in this Article 14 sometimes referred to as a "successor corporation"), provided that:

(a) any such consolidation or merger or sale or lease shall be with, to or into a corporation (other than a voluntary association) organized under the laws of any state of the United States of America and having not less than 90% of its gross assets located in the United States of America and shall be otherwise on such terms as not to impair the lien and security of this Indenture upon any part of the trust estate or any of the rights and powers of the Trustees or of the holders of the Bonds;

(b) upon any such consolidation, merger or sale, the due and punctual payment of the principal of and interest and premium, if any, on all Bonds at the time outstanding according to their tenor, and, subject to the provisions of § 14.03, the due and punctual performance and observance of all the covenants and conditions of this Indenture shall, by supplemental indenture and as a condition of any such consolidation or merger or as a consideration for any such sale, be expressly assumed by the successor corporation formed by or resulting from any such merger or consolidation or to which such sale shall have been made; and

(c) any such lease shall be made expressly subject to immediate termination by the Trustee at any time when any event of default, as specified in § 11.01, shall have happened and be continuing, 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.

§ 14.02. Every successor corporation resulting from a consolidation of the Company with another corporation or a merger of the Company into another corporation or the sale by the Company of all or substantially all of its property as an entirety to another corporation, all on the terms set forth in § 14.01, shall upon executing, acknowledging and delivering to the Trustee, and causing to be recorded and filed, as required by § 6.11, an indenture supplemental hereto, as provided in

§ 14.01(b), in form satisfactory to the Trustee, succeed to and be substituted for the Company with the same effect as if it had been named herein as the party of the first part. Such successor corporation may thereupon cause to be signed, either in its own name or in the name of the Company, with such suitable reference, if any, to such consolidation, merger or sale as may be required by the Trustee, any or all of the Bonds which shall not theretofore have been signed by the Company and authenticated by the Trustee; and upon the written order of such successor corporation in lieu of the Company, and subject to the terms, conditions and restrictions herein prescribed with respect to the authentication and delivery of Bonds, the Trustee shall authenticate and deliver any and all Bonds which shall have been previously signed by the proper officers of the Company and delivered 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 signed and delivered to the Trustee for that purpose. As a condition precedent to the execution by such successor corporation and the authentication and delivery by the Trustee of any additional Bonds pursuant to § 5.02 or § 5.03 or to the withdrawal pursuant to § 10.02 of any cash deposited with the Trustee pursuant to § 5.03 as the basis for the authentication and delivery of additional Bonds, the successor corporation shall subject all of the properties and franchises then owned or thereafter acquired by it (except properties of the nature specifically excepted from the lien hereof) to the lien of this Indenture; and in case of the exercise of any other privilege with respect to property additions conferred upon the Company by this Indenture, the successor corporation shall subject all property additions which are made the basis for the exercise of such privilege to the lien of this Indenture; in each case with similar force, effect and standing as if the Company had itself acquired or constructed such property additions and had not been consolidated with or merged into such successor corporation or had not sold the property of the Company as an entirety to such successor corporation. All Bonds so authenticated and delivered shall in all respects have the same rank and security as the Bonds theretofore or thereafter authenticated and delivered in accordance with the terms of this Indenture.