Sec. 11.16. No bond or other security shall be required either of the Trustees or any successor trustee or co-trustee unless ordered by a court having jurisdiction and for cause shown.
Sec. 11.17. At any time upon application of the Company, signed by its President or one of its Vice Presidents the Corporate Trustee may invest any money held by it under any provision of this Indenture including money held in any sinking fund which may hereafter be established for any series of Bonds, in securities of the United States Government or in other securities which are legal investments for savings banks and/or trustees in the State of Illinois, and at any time upon request of any officer of the Company the Corporate Trustee shall sell any such securities, provided, however, that any loss which may be sustained when such securities are sold shall be immediately upon request of the Corporate Trustee paid over to said Trustee by the Company, and conversely any gain shall be paid over to the Company upon written request of its Treasurer or Assistant Treasurer; and provided that all expenses in connection with making and/or selling such investments shall immediately upon request of the Corporate Trustee be paid over to the Corporate Trustee by the Company. The Corporate Trustee may in its discretion (but shall not be under any duty to) sell any such securities without request of the Company if it shall deem such action necessary for the protection of the trust estate; and the Company shall be liable for any loss resulting therefrom as above provided. The Corporate Trustee shall not be responsible to the Company or to any holder of Bonds or coupons for any depreciation in the value of any such securities or for any loss arising therefrom.

ARTICLE 12.

Consolidation, Merger and Sale

Sec. 12.01. Nothing in this Indenture shall prevent the consolidation of the Company with, or the merger of the Company into, or the sale by the Company of its property as an entirety to, any other corporation. Any successor corporation formed by any such consolidation, or the corporation into which the Company shall be merged, shall, as a part of such consolidation or merger and as a condition thereof, expressly assume the due and punctual payment of the principal and interest of all the Bonds and the observance and performance of all the covenants and conditions of this Indenture on the part of the Company; and, as a condition of any sale of the property of the Company as an entirety, the corporation to which such property shall be sold as an entirety shall, as a part of the purchase price thereof, assume the due and punctual payment of the principal and interest of all the Bonds and the observance and performance of all the covenants and conditions of this Indenture on the part of the Company. Any successor corporation formed by any such consolidation or any corporation into which the Company shall be merged shall at the time of such consolidation or merger and any such purchasing corporation, simultaneously with the delivery to it of the instrument or instruments of conveyance of such property, shall execute and deliver to the Corporate Trustee a proper instrument or instruments in form satisfactory to said Trustee whereby such corporation shall so assume the due and punctual payment of the principal and interest of all the Bonds and the observance and performance of all said covenants and conditions on the part of the Company, and the corporation formed by such consolidation, or into which such merger or to which such sale shall have been made, thereupon shall succeed to and be substituted for the first party hereto, with the same effect as if it had been named herein as a party hereto, and such corporation may thereupon cause to be signed and may issue, either in its own name or in the name of said first party any or all of the Bonds which shall not theretofore have been issued by said first party and delivered to the Corporate Trustee, and the Corporate Trustee, upon the order of such corporation, and subject to all the terms, conditions and restrictions herein prescribed, shall authenticate any and all Bonds which shall have been so previously issued and delivered to the Corporate Trustee for authentication, and any of such Bonds which such corporation shall thereafter cause to be signed and delivered to the Corporate Trustee for that purpose. All Bonds so issued shall in all respects have the same legal rank and security as the Bonds theretofore or thereafter issued in accordance with the terms of this Indenture, as though all of said Bonds had been actually issued as of the date of the execution hereof.
Sec. 12.02. Every such corporation successor to the Company, by consolidation, merger, sale of properties as an entirety, or otherwise, shall possess, and from time to time may exercise, each and every right and power hereunder of its predecessor corporation, in its name or otherwise, and any act or proceeding by any provision of this Indenture required to be done or performed by any board or officer of such predecessor corporation may be done and performed with like force and effect by the like board or officer of any corporation that shall at the time be such lawful successor.

ARTICLE 13

Concerning Supplements to this Indenture.

Sec. 13.01. The Company may execute and file with the Trustees and the Trustees at the request of the Company may join in indentures supplemental hereto and which thereafter shall form a part hereof, for any one or more of the following purposes, in addition to the purposes hereinbefore specifically provided for:

(a) to close this Indenture against or to restrict the issue of additional Bonds hereunder or to limit the authorized amount and the issue and purposes of issue of Bonds under this Indenture by imposing additional conditions and restrictions to be thereafter observed, whether applicable in respect of all Bonds issued and to be issued hereunder or in respect of one or more series thereof, or otherwise;

(b) to add to the covenants and agreements of the Company such further covenants or agreements as the Board of Directors of the Company shall consider to be for the protection of any property subject to the lien of this Indenture and of the holders of the Bonds hereby secured although the freedom of action of the Company may be materially restricted thereby;

(c) to subject to the lien of this Indenture, or to perfect the lien thereof upon any properties of any character;

(d) to make such provisions in regard to matters or questions arising under this Indenture as may be necessary or desirable and not inconsistent with this Indenture; and to make declarations as to the construction or meaning of any provisions of this Indenture the meaning of which shall be deemed by the Company or the Trustees to be ambiguous or uncertain, which declarations shall be conclusive upon the Company, the Trustees, and the bondholders, provided, however, that the Trustees shall have received an opinion of counsel to the effect that the meaning or construction so declared is consistent with the purposes and intent of this Indenture and that the security afforded by this Indenture will not be impaired by giving effect thereto;

(e) to modify any of the provisions of this Indenture or to relieve the Company from any of the obligations, conditions, or restrictions herein contained, provided that no such modification shall be or become operative or effective, or in any manner affect any of the rights of the bondholders or of the Trustees, while any of the Bonds of Series A or of any other series established prior to the execution of such supplemental indenture shall remain outstanding except as permitted by Sec. 10.27, and provided further, that such supplemental indenture shall be specifically referred to in the test of all the Bonds of any series established after the execution of such supplemental indenture; and provided, also that the Trustees may in their uncontrolled discretion decline to enter into any such supplemental