

MORTGAGE RECORD 85

Section 132. The amount of Bonds transferable by delivery held by any person executing any such request, consent or other instrument as a Bondholder, and the distinguishing numbers of the Bonds held by such person, and the date of his holding the same, may be provided by a certificate executed by any trust company, bank, banker or other depository (wherever situated). If such certificate shall be deemed by the New York Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depository, or exhibited to it, the Bonds therein described, or such facts may be proved by the certificate or affidavit of the person executing such request or other instrument as a Bondholder, if such certificate or affidavit shall be deemed by the New York Trustee to be satisfactory. The Trustees and the Company may conclusively assume that such ownership continues until written notice to the contrary is served upon the New York Trustee. The fact and date of execution of any request, consent or other instrument and the amount and distinguishing numbers of Bonds held by the person so executing such request, consent or other instrument may also be proved in any other manner which the New York Trustee may deem sufficient. The Trustees, or either of them, may nevertheless, in their discretion, require further proof in cases where they, or either of them, feel further proof desirable.

The ownership of coupon Bonds registered as to principal and registered Bonds without coupons shall be proved by the register of such Bonds.

The foregoing provisions of this Article are subject to the provisions of Article Seventeen with respect to the calling of and voting at meetings of Bondholders.

Any request, consent or vote of the holder of any Bond shall bind every holder of the same Bond and the holder of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustees, or either of them, or the Company in pursuance of such request, consent or vote.

ARTICLE THIRTEEN

MERGER, CONSOLIDATION, TRANSFER OR LEASE

Section 133. Nothing in this Indenture contained shall prevent any consolidation or merger of the Company with or into any other corporation or corporations, or any conveyance, transfer or lease, subject to the lien of this Indenture, of all or substantially all the Trust Estate as an entirety to any corporation lawfully entitled to acquire or lease and operate the same; provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the lien or security of this Indenture or any of the rights or powers of the Trustees or the Bondholders hereunder; provided further, that every such lease shall be made expressly subject to termination by the Company or by the Trustees, or either of them, at any time upon the happening of an Event of Default hereunder, and also by the purchaser at any sale hereunder of the property so leased, whether such sale be made under the power of sale hereby conferred or pursuant to judicial proceedings; provided further, that, upon and in connection with any such consolidation, merger, conveyance or transfer the due and punctual payment of the principal of and interest on all the Bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Indenture to be performed or observed by the Company, shall be assumed by the successor corporation formed by such consolidation or into which such merger shall have been made or which acquires by conveyance or transfer all or substantially all the Trust Estate as an entirety; and such successor corporation shall execute and deliver to the Trustees, simultaneously with such consolidation, merger, conveyance or transfer an Indenture supplemental hereto containing:

(1) an agreement on the part of such successor corporation punctually to make all the payments and to perform and observe all the covenants and conditions of this Indenture which are to be made, or performed or observed by the Company, with the same effect and to the same extent as if the maker of such agreement had been the party of the first part hereto, and

(2) a grant, conveyance, transfer and mortgage of the character described in Paragraph A or Paragraph B of Section 134; provided, further, that, upon and in connection with any such lease, the lessee under such lease shall execute and deliver to the Trustees, simultaneously with such lease, an Indenture supplemental hereto containing a grant, conveyance, transfer and mortgage subjecting to the direct lien of this Indenture all properties and franchises of the character described in Paragraph B of Section 134 which may be acquired by such lessee after the date of such lease.

Section 134. In case the Company, pursuant to Section 133, shall be consolidated with or merged into any other corporation or corporations or shall convey or transfer, subject to the lien of this Indenture, all or substantially all the Trust Estate as an entirety, 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 causing to be recorded the supplemental Indenture referred to in said Section 133, shall 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, subject, however, to the following limitations and restrictions:

A. If said supplemental Indenture shall contain a grant, conveyance, transfer and mortgage in terms sufficient to include and subject to the lien of this Indenture all property and franchises then owned and which may be thereafter acquired by such successor corporation (other than Exempted Property), thereupon and thereafter such successor corporation may cause to be executed, either in its own name or in the name of The Gas Service Company, and delivered to the New York Trustee for authentication, any Bonds issuable hereunder; 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, the New York Trustee shall authenticate and deliver any of the Bonds which shall have been previously executed and delivered by the Company to the New York 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 New York Trustee for such purpose. Such changes in phraseology and form (but not in substance) may be made in such Bonds as may be appropriate in view of such consolidation or merger or conveyance or transfer. All such Bonds when issued by such successor corporation shall in all respects have the same legal rank and security as the Bonds therefore or thereafter authenticated and delivered in accordance with the terms of this Indenture and issued, as though all of said Bonds had been issued at the date of the execution hereof.

B. If said supplemental Indenture shall not contain the grant, conveyance, transfer and mortgage described in the preceding Paragraph A, then such successor corporation shall not be entitled to procure the authentication and delivery of Bonds hereunder pursuant to Article Four, Five or Six, and (notwithstanding the generality of the Granting Clauses) this Indenture shall not, by virtue of such consolidation, merger, conveyance or transfer, or by virtue of said supplemental Indenture, become a lien upon any of the properties or franchises of such successor corporation owned by it at the time of such consolidation, merger, conveyance or transfer (unless such successor corporation, in its discretion, shall subject the same to the lien hereof), but this Indenture shall become and be a lien upon the following, and only the following, properties and franchises acquired by such successor corporation after the date of such consolidation, merger, conveyance or transfer, to wit:

(1) all betterments, extensions, improvements additions, repairs, renewals, replacements, substitutions and alterations to, upon, for and of the property and/or franchises subject to the lien hereof, and all property constituting appurtenances of the Trust Estate;

(2) all Property Additions made the basis of the withdrawal of cash from the New York Trustee