

Article XI  
Sections 2, 3 and 4

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of the mortgaged property, to the supply of adequate and efficient equipment to the lines of railroad included therein, to the making of all needed and proper repairs, renewals, replacements, substitutions and alterations and to the preservation and keeping in full effect of all rights, franchises and privileges subject to the lien hereof, or of any other covenant herein, shall be conclusively deemed and taken to be acquired by it in performance of such covenant and to have become subject to the lien of the Mortgage; and

(c) A covenant by such successor corporation to keep the mortgaged property, so far as practicable, readily identifiable and distinguishable from the Trustee's, by accepting or joining in such supplemental indenture, shall not be deemed implicitly to have waived any rights they would otherwise have had.

SECTION 3. Nothing contained in the Mortgage or in any Bond shall prevent the Company from merging into itself or acquiring by conveyance all or any part of the property of any other corporation; and the properties so acquired by the Company shall become subject to the lien of the Mortgage to the extent provided in the granting clauses of the Mortgage, subject only to such encumbrances and purchase money liens as shall exist or be acquired at the time of such merger or acquisition.

SECTION 4. In case the Company shall be consolidated with or merged into or shall make a conveyance to any other corporation as permitted and upon the terms provided in Section 1 of this Article XI, the successor corporation, upon executing and delivering to the Trustees, and causing to be recorded, the supplemental indenture provided for in Section 1 of this Article XI, shall succeed to and be substituted for the Company with the same force and effect as if it had been named in and had executed the Mortgage as the party of the first part hereto, and shall have and possess and may exercise

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subject to the terms and conditions of the Mortgage; each and every power, authority and right herein reserved to or conferred upon the Company; and thereupon such successor corporation may cause to be signed and may issue, either in its own name or in the name of the party of the first part, and under the corporate seal of either the party of the first part or the successor corporation, any and all Bonds which shall not have been signed theretofore by the party of the first part and delivered to the Corporate Trustee; and the Corporate Trustee, upon the order of such successor corporation, and subject to all the terms, conditions and limitations prescribed in the Mortgage, shall authenticate any and all Bonds which previously shall have been signed by the party of the first part and delivered to the Corporate Trustee for authentication, and any Bonds which such successor corporation shall thereafter cause to be signed and delivered to the Corporate Trustee for such purposes, and deliver the same to such successor corporation or upon its order.

SECTION 5. All Bonds issued by any successor corporation shall have the same legal rank and security in all respects as the Bonds theretofore issued by the Company in accordance with the terms of the Mortgage. In case of any such consolidation, merger or conveyance such changes in phraseology and form (but not in substance) may be made in the Bonds and coupons thereafter to be issued as may be appropriate to reflect any such consolidation, merger or conveyance.

SECTION 6. For every purpose of the Mortgage, any act or proceeding by any provision of the Mortgage authorized, required or permitted to be done or performed by the stockholders or by any board or officer of the Company shall and may be done and performed, with like force and effect, by the stockholders or by the like board or officer of any successor corporation, subject, however, to the provisions of Section 4 of this Article XI.

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Section 7

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SECTION 7. The Company covenants and agrees that no consolidation or merger and no conveyance or lease of the mortgaged property as a whole or substantially as a whole, to which the Company or any successor corporation shall be a party, shall be made or effected unless the terms, covenants and conditions contained in this Article XI shall have been complied with and observed by the Company or the successor corporation, as the case may be.

Article XII  
Section 1

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## ARTICLE XII

## CONCERNING THE BONDHOLDERS

SECTION 1. Whenever any action is taken by the Bondholders in the exercise of any or all of the following powers:

(a) To terminate, either before or after an Event of Default shall have occurred, the lien of the Mortgage as to any property or properties or part or parts thereof at any time subject thereto and cause the same to revert to the Company free and clear of such lien upon such conditions as such holder may direct pursuant to the provisions of Section 11 of Article X;

(b) To remove either Trustee and appoint a successor trustee pursuant to the provisions of Article XIV;

(c) To give any notice to the Company or to the Trustees, or to give any directions to the Trustees, or to consent to the waiving of any default hereunder and its consequences, or to take any other action authorized to be taken by Bondholders pursuant to any of the provisions of Article XV;

(d) To consent to an extension to any fixed or determinable date of the time or times of payment of the principal of, or the time or times of payment of any Fixed Interest on, all of the Bonds of any or all series which at the time shall be outstanding, subject, however, to the provisions of Section 3 of Article XVIII;

(e) To consent to the execution of an indenture or indentures supplemental hereto pursuant to the provisions of Section 2 of Article XVIII; or

(f) To take any other action or give any other consent authorized to be taken or given by or on behalf of the holders of any specified percentage or portion of the aggregate principal amount of the Bonds under any other provision of the Mortgage or under applicable law or, if no percentage is specified, by the holders of not less than a majority in principal amount of all Outstanding Bonds;