

performance and observance of all of the covenants, terms and conditions of this Indenture and of any and all indentures supplemental hereto, to be kept, observed and performed by the Company, shall, by an indenture supplemental hereto, executed and delivered to the Trustees, be expressly assumed by the successor corporation formed by or resulting from any such merger or consolidation, or to which any such conveyance shall have been made. Such supplemental indenture shall also contain a covenant by the successor corporation to keep the trust estate as far as practicable readily identifiable.

SECTION 12.02. In the event that the Company owns any road or equipment property not subject to the lien of this Indenture prior to any such consolidation, merger, conveyance, acquisition or lease and if as a result of such consolidation, merger, conveyance, acquisition or lease such property would become subject to the lien of any other indenture, the Company by an indenture supplemental hereto executed and delivered to the Trustees shall subject such property to the lien of this Indenture before such consolidation, merger, conveyance, acquisition or lease.

SECTION 12.03. In order to confirm of record the lien of this Indenture and to preserve and protect the rights of the bondholders hereunder, the supplemental indenture or indentures required by Sections 12.01 and 12.02 shall be recorded as provided in Section 4.11 hereof.

SECTION 12.04. In case the Company shall be consolidated or merged with or into, or shall make a conveyance to, any other corporation, as permitted and upon the terms provided in Section 12.01 hereof, the corporation formed by or resulting from such consolidation or merger or to which such conveyance shall have been made, as aforesaid—upon executing and delivering to the Trustee, and causing to be recorded, the supplemental indenture provided for in Section 12.01 hereof—shall succeed to and be substituted for the Company, with