

(3) in the case of a lease such lessor Company shall remain liable on all its covenants and obligations contained in this Indenture and in the Bonds.

For the purposes of this Article Eleven the term "Successor Corporation" shall mean any corporation resulting from any such consolidation or merger or any corporation to which any such conveyance or lease shall be made.

§ 11.02. If any supplemental indenture provided for in § 11.01 hereof does not expressly subject to the lien hereof all or substantially all of the railroad property and franchises then owned by the Successor Corporation, such Corporation in such supplemental indenture shall

(1) confirm the prior lien of this Indenture upon the Trust Estate;

(2) covenant that all property and franchises then owned or thereafter acquired by the Successor Corporation and necessary to the performance of § 5.13 of this Indenture or of any of the other covenants, terms or provisions hereof shall be conclusively deemed to be held or acquired by it in the performance of its obligations under this Indenture and to have become subject to the lien hereof to the same extent as if acquired by a Company hereunder; and

(3) covenant to keep the Trust Estate, so far as practicable, readily identifiable and stipulate that none of the rights of the Trustee or the Bondholders hereunder shall be deemed to have been waived by the Trustee joining in such supplemental indenture.

§ 11.03. In case any 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 § 11.01, the Successor Corporation, upon executing and