

ditions of this Indenture and of any indenture supplemental hereto to be kept and performed by the Company; and

(4) the Company or the Successor Corporation shall duly comply with the provisions of Section 4.10 hereof in such manner as to fully protect the lien hereof on the property covered hereby.

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

SECTION 12.02. If any supplemental indenture provided for in Section 12.01 hereof does not contain an express grant by the Successor Corporation, as further security for all Bonds, of all of its property and franchises then owned or which it may thereafter acquire, it shall contain

(1) a grant by the Successor Corporation confirming the prior lien of this Indenture upon the trust estate;

(2) a covenant by the Successor Corporation that all property and franchises thereafter acquired by it and necessary to the full and complete performance of any covenant herein contained relating to the maintenance and upkeep of the trust estate, to the supplying of adequate Equipment, machinery, tools and supplies, to the making of all needful and proper repairs, renewals and replacements 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 to be acquired by it in performance of such covenant and to have become subject to the lien of this Indenture; and

(3) a covenant by the Successor Corporation to keep the trust estate, so far as practicable, readily identifiable; and a stipulation that the Trustees shall not be taken impliedly to waive, by accepting or joining in the supplemental indenture, any rights they would otherwise have.

SECTION 12.03. In case the Company shall be consolidated with or merged into or shall make a conveyance or lease to any other corporation as permitted and upon the terms provided in Section 12.01 hereof, the Successor Corporation, upon executing and delivering to the Trustees the supplemental