with any other corporation of whose capital stock not less than ninety-five per cent. and of whose mortgage and other indebtedness not less than ninety-five per cent. shall be owned by the Railway Company and then be subject to the lien of this indenture; provided, however, that such consolidation or merger shall not impair the lien and security of this indenture, or any of the rights or powers of the Trustee, or of the bondholders hereunder, and that, upon any such consolidation or merger, the due and punctual performance and observance of all the covenants and conditions of this indenture, shall be assumed by the company formed by such consolidation or merger, and provided further that no such consolidation shall in any manner diminish the amount of surplus net earnings to be applied to the payment of interest on the bonds hereby secured, and provided further that no dividend or interest shall ever be paid in any year on any stock or other new securities which may be received by the holders of any stock of the Railway Company, whether preferred or common, now issued or hereafter outstanding, unless a full installment of four per cent. of interest for the same year shall be paid on all the bonds issued under this indenture and then outstanding, and also all arrears of interest at the rate of four per cent. per annum after July 1st, 1900, which shall have accrued and be unpaid. In case the Railway Company shall be consolidated or merged with any other corporation, the successor corporation formed by such consolidation, or into which the Railway Company shall have been merged, shall succeed to, and be substituted for, the Railway Company, party of the first part hereto, with the same effect as if it had been named herein as such party of the first part, and such successor corporation may cause to be signed, and may issue, in the name of The Atchison, Topeka and Santa Fe Railway Company any or all of such bonds as shall not theretofore have been signed by the Railway Company and delivered to the Trustee, and the Trustee shall certify and deliver, upon the order of such successor corporation, and subject to all the terms, conditions and restrictions herein prescribed, any of such bonds which shall have been previously signed by the officers of the Railway Company and delivered to the Trustee for certification and any of such bonds which such successor corporation shall thereafter cause to be signed and delivered to the Trustee for that purpose. All the bonds so issued shall in all respects have the same legal rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this indenture, as though all of said bonds had been issued at the date of the execution hereof. It is understood and agreed that the term "Railway Company" shall be held and construed to mean not only the party of the first part hereto, but also any successor, corporation or assigns of the Railway Company, being the owner for the time