

The foregoing provisions of this Article are subject to the provisions of *Article Seventeen* with respect to the calling of and voting at meetings of Bondholders.

Any request, consent or vote of the holder of any Bond shall bind every future holder of the same Bond and the holder of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustees, or either of them, or the Company in pursuance of such request, consent or vote.

ARTICLE THIRTEEN

MERGER, CONSOLIDATION, TRANSFER OR LEASE

Section 133. Nothing in this Indenture contained shall prevent any consolidation or merger of the Company with or into any other corporation or corporations, or any conveyance, transfer or lease, subject to the lien of this Indenture, of all or substantially all the Trust Estate as an entirety to any corporation lawfully entitled to acquire or lease and operate the same; *provided, however*, and the Company covenants and agrees, that such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the lien or security of this Indenture or any of the rights or powers of the Trustees or the Bondholders hereunder; and *provided, further*, that every such lease shall be made expressly subject to termination by the Company or by the Trustees, or either of them, at any time upon the happening of an Event of Default hereunder, and also by the purchaser at any sale hereunder of the property so leased, whether such sale be made under the power of sale hereby conferred or pursuant to judicial proceedings; and *provided further* that, prior to the effective date of any such consolidation, merger, conveyance, transfer or lease, all Excepted Property constituting Production Property belonging to the Company immediately prior to such effective date shall have been subjected to the direct lien of this Indenture, subject to no Prior Liens, charges or encumbrances other than