

such as may have existed thereon immediately prior to the time the same became subject to the lien of this Indenture, and other than Prepaid Liens and Permitted Encumbrances; and *provided, further*, that, upon and in connection with any such consolidation, merger, conveyance or transfer the due and punctual payment of the principal of and interest on all the Bonds according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of this Indenture to be performed or observed by the Company, shall be assumed by the successor corporation formed by such consolidation or into which such merger shall have been made or which acquires by conveyance or transfer all or substantially all the Trust Estate as an entirety; and such successor corporation shall execute and deliver to the Trustees, simultaneously with such consolidation, merger, conveyance or transfer an indenture supplemental hereto containing

(1) an agreement on the part of such successor corporation punctually to make all the payments and to perform and observe all the covenants and conditions of this Indenture which are to be made or performed or observed by the Company, with the same effect and to the same extent as if the maker of such agreement had been the party of the first part hereto, and

(2) a grant, conveyance, transfer and mortgage of the character described in *Paragraph A* or *Paragraph B* of *Section 134*;

and *provided, further*, that, upon and in connection with any such lease, the lessee under such lease shall execute and deliver to the Trustees, simultaneously with such lease, an indenture supplemental hereto containing a grant, conveyance, transfer and mortgage subjecting to the the direct lien of this Indenture all properties and franchises of the character described in *Paragraph B* of *Section 134* which may be acquired by such lessee after the date of such lease.