Subject to the provisions of Sections 13.02 and 13.03, the Trustee may receive an opinion of counsel as conclusive evidence that any such supplemental indenture, or any such merger, consolidation, conveyance, transfer or lease, complies with the conditions and provisions of this Article.

SECTION 12.03. In case the Company, pursuant to Section 12.01, shall be consolidated with or merged into any other corporation, or shall convey or transfer, subject to this Indenture, the mortgaged property as aforesaid, neither this Indenture nor the supplemental indenture to be executed and to be recorded as provided in Section 12.02, shall, unless such supplemental indenture shall otherwise provide, become and be a lien upon any of the properties and franchises of the successor corporation except the mortgaged property acquired by it from the Company and except:

(1) all betterments, extensions, improvements, additions, repairs, renewals, replacements, substitutions and alterations to, upon, for and of the mortgaged property and all property (including rights, franchises, licenses, easements, leases and contracts) held or acquired for use or used upon or in connection with or appertaining to the mortgaged property or any part thereof;

(2) all property additions made the basis of the authentication of bonds, the withdrawal of cash or the release of property from the lien of this Indenture, and all property acquired or constructed with the proceeds of any insurance on any part of the mortgaged property or with the proceeds of any part of the mortgaged property released from the lien of this Indenture or taken by the exercise of the power of eminent domain; and

(3) all property acquired in pursuance of the covenants herein contained to maintain and preserve and keep the mortgaged property in good repair, working order and condition, or in pursuance of some other covenant or agreement herein contained to be kept or performed by the Company.

SECTION 12.04. The word "Company" whenever used in this Indenture shall include such successor corporation so complying with the provisions hereof, and in such case the certificates or resolutions of the Board of Directors or officers of the Company required by the provisions of this Indenture may be made by like officials of such successor corporation.

Any net earnings certificate, as provided in Section 3.05, executed on behalf of such successor corporation shall, however, relate and be limited to the earnings of the mortgaged property.

SECTION 12.05. At any time prior to the exercise of any power by this Article reserved to the Company or a purchasing or successor corporation, the Company may surrender any such power by delivering to the Trustee an instrument in writing executed by its President or a Vice President under its corporate seal attested by its Secretary or an Assistant Secretary, accompanied by the affidavit of its Secretary or an Assistant Secretary that the execution of such instrument was duly authorized by the vote of two-thirds of its Board of Directors, and thereupon the power so surrendered shall cease.

ARTICLE 13.

Concerning the Trustee.

SECTION 13.01. There shall at all times be a Trustee which shall be a bank or trust company eligible under Section 4.08 and having a combined capital and surplus of at least $3,000,000.

SECTION 13.02. The Trustee hereby accepts the trust hereby created. The Trustee undertakes and, if any Additional Trustee is appointed pursuant to Section 13.18, such Additional Trustee undertakes, prior to default as defined in Section 9.01 and after the curing of all defaults which may have occurred, to perform such duties and only