Subject to the provisions of § 15.02, the Trustee may receive an opinion of counsel as conclusive evidence that any supplemental indenture complies with the foregoing conditions and provisions of this § 14.02.

§ 14.03. No consolidation or merger of the Company with or into, and no conveyance of all or substantially all of the assets of the Company to, a successor corporation shall or is intended to subject to the lien of this Indenture any or all of the property or franchises of the successor corporation formed upon such consolidation or merger or to which such sale shall have been made, except as hereinafter in this § 14.03 provided, unless the successor corporation, in its discretion, shall subject the same to the lien hereof or unless the successor corporation shall exercise the privilege of obtaining the authentication and delivery of additional Bonds pursuant to § 5.02 or § 5.03 or the withdrawal, pursuant to § 10.02, of moneys deposited with the Trustee pursuant to § 5.03 or any other privilege with respect to property additions conferred upon the Company by this Indenture; but the foregoing provisions of this § 14:03 notwithstanding, this Indenture shall, after such consolidation, merger or sale, constitute a lien of the rank herein provided upon all properties and franchises acquired by such successor corporation from the Company, which were subject to the lien hereof immediately prior to such consolidation, merger or sale, and upon all additions, extensions, improvements, repairs and replacements to or about the plants or properties included in the trust estate immediately prior to such merger, consolidation or sale, appurtenant to the trust estate as so constituted (as distinguished from the additions, extensions, improvements, repairs and replacements to or about the plants or properties appurtenant to the plants or properties of the successor corporation as they existed immediately prior to such consolidation, merger or sale, and additional plants or properties thereafter acquired by the successor corporation upon which this Indenture need not constitute a lien). Nothing contained in this Article 14, however, shall affect or lessen the extent of the lien of this Indenture upon the property of the Company hereafter acquired, by reason of the acquisition by the Company, by merger or otherwise, of all or substantially all of the property of another corporation.

ARTICLE 15.

The Trustees.

§ 15.01. The Trustees accept the trusts created by this Indenture upon the terms and conditions hereof, including the following, to all of which the parties hereto and the holders from time to time of the Bonds agree:

(a) The Trustees shall be entitled to reasonable compensation for all services rendered by them hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust), and such compensation, as well as the reasonable compensation of their counsel, and all other reasonable expenses incurred by the Trustees or either of them hereunder, and all taxes which may have been assessed against the Trustees or either of them as such or against any funds on deposit with the Trustees or either of them hereunder which the Trustees or either of them may be required or permitted by law to deduct from such deposit and to pay, the Company agrees to pay promptly on demand from time to time as such services shall be rendered and as such expenses shall be incurred. In default of such payment by the Company, the Trustees shall have a lien therefor on the property subject to the lien of this Indenture and the proceeds thereof prior to the lien of the Bonds and coupons and a lien therefor on any moneys held by the Trustees or either of them hereunder prior to any rights in such moneys of the holders of the Bonds and of the coupons. The Company also agrees to indemnify the Trustees for, and to hold them harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustees, arising out of or in connection with the acceptance or administration of this trust, as well as the costs and expenses of defending against any claim of liability in the premises.

(b) The Trustees may execute any of the trusts or powers hereof and perform any duty hereunder either directly or by or through their agents or attorneys.

(c) The Trustees shall not be responsible in any manner whatsoever for the correctness of the recitals herein or in the Bonds (except