subject to this Indenture, all or substantially all the Mortgaged and Pledged Property as an entirety, as aforesaid, to such successor corporation, and should itself on or after the date of such consolidation, merger, conveyance or transfer, acquire or construct such property, and in respect thereof should request the authentication and delivery of bonds or the withdrawal of cash or the release of property under the provisions of this Indenture or take a credit under Section 38 or Section 39 hereof.

The Trustees may receive an Opinion of Counsel as consluslive evidence that any such assumption and any such lien and any such indenture complies with the foregoing conditions and provisions of this Section.

SECTION 87. In case the Company, as permitted by Section 85 of this Indenture, shall be consolidated with or merged into any other corporation, or shall convey or transfer, subject to this Indenture, all or substantially all the Mortgaged and Pledged Property as an entirety as aforesaid, neither this Indenture nor the indenture with the Trustees to be executed and caused to be recorded by the successor corporation as in Section 86 hereof provided, shall, unless such indenture shall otherwise provide, become or be a lien upon any of the properties or franchises of the successor corporation except (a) those acquired by it from the Company, and improvements, extensions and additions thereto and renewals and replacements thereof, (b) the property made and used by the successor corporation as the basis under any of the provisions of this Indenture for the authentication and delivery of additional bonds or the withdrawal of cash or the release of property or a credit under Section 38 or Section 39 hereof, and (c) such franchises, repairs and additional property as may be acquired, made or constructed by the successor corporation (1) to maintain, renew and preserve the franchises covered by this Indenture, or (2) to maintain the property mortgaged and intended to be mortgaged hereunder as an operating system or systems in good repair, working order and condition, or (3) in pursuance of some covenant or agreement hereof to be kept or performed by the Company.

ARTICLE XVI.

Concerning the Trustees.

SECTION 88. The Trustees hereby accept the trust hereby created and undertake to exercise, in case of a Completed Default, such of the rights and powers vested in them by this Indenture and to use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Prior to a Completed Default hereunder, the Trustees shall be under no duty with respect to the performance of any duties except such as are specifically set forth in this Indenture and no implied covenant shall be read into this Indenture against the Trustees but the duties and obligations of the Trustees to the Company and to all others shall be determined solely by the express provisions of this Indenture.

In the performance of such duties as are specifically imposed upon the Trustees by the provisions of this Indenture, the Trustees shall be entitled, in the absence of bad faith on the part of the Trustees, to rely conclusively as to the truth of the statements and the correctness of the opinions expressed therein upon any certificate or opinion furnished to it pursuant to any provision of this Indenture; provided, however, that nothing in this Section, or in any other provision of this Indenture, shall be deemed to relieve the Corporate Trustee of its obligation to examine any certificate and/or opinion of cousel required to be furnished to it by the Company under any provisions of this Indenture to determine whether such certificate and/or opinion conforms to the requirements of this Indenture.

SECTION 89. The recital of fact herein contained shall be taken as the statements