

Trustees) approved by the Trustee, either to act as separate trustee or trustee, or co-trustee or co-trustees, of all or any of the property subject to the lien hereof, jointly with the Trustee originally named herein or its successors; and the corporation—and its successors through consolidation, merger or otherwise—or the person or persons so appointed, shall be such co-trustee or co-trustees, or separate trustee or separate trustees, with such powers and duties as shall be specified in such instruments and agreements to be executed as aforesaid. In case the Company shall not have joined in the execution of such instruments or agreements within fifteen (15) days after the receipt by it of a written request so to do, or in case any default shall have occurred and be continuing, the Trustee alone shall have power to make such appointment.

SECTION 1319. No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

SECTION 1320. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor trustee, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the trustee ceasing to act shall nevertheless, on the written request of the Company, or of the successor trustee, or of the holders of ten per centum (10%) in aggregate principal amount of the bonds then outstanding hereunder, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the right, title and interest of the trustee to which it succeeds, in and to the mortgaged property and such rights, powers, trusts, duties and obligations.

tions, and the trustee ceasing to act shall also, upon like request, pay over, assign and deliver to the successor trustee any money or other property which may then be in its possession subject to the lien of this Indenture, including any pledged securities which may then be in his or its possession. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

SECTION 1321. Any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be a party or any corporation to which substantially all the business and assets of the Trustee may be transferred, shall be the successor trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on the part of any other parties hereto. Anything herein to the contrary notwithstanding, provided such corporation shall be eligible under the provisions of Sections 408 and 1301. In case any of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such bonds, adopt the certificate of authentication of the original Trustee or of any successor to it as trustee hereunder, and deliver the said bonds so authenticated; and in case any of said bonds shall not have been authenticated, any successor to the Trustee may authenticate such bonds either in the name of any predecessor hereunder or in the name of the successor trustee, and in all such cases such certificates shall have the full force which it is anywhere in said bonds or in this Indenture provided that the certificate of the Trustee shall have; *provided, however*, that the right to authenticate bonds in the name of the Trustee shall apply only to its successor or successors by merger or consolidation or transfer as aforesaid.