a successor Trustee may be removed by an instrument in writing signed by the holders of two thirds of the bonds hereby secured at the time outstanding. In case at any time hereafter the said Trustee or any Trustee hereafter appointed shall resign, be removed be dissolved or otherwise become incapable of acting, a successor may be appointed by a majority in interest of the holders for the time being of the bonds secured hereby and outstanding, by an instrument or concurrent instruments signed by said bondholders or their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared, that in case there shall at any time be a vacancy in the office of Trustee hereunder, the Railway Company may, by an instrument executed by order of its Board of Directors, appoint a Trustee to act until a new Trustee shall be appointed by the bondholders, but any new Trustee appointed by the bondholders shall immediately and without further act supersede any Trustee appointed by the Railway Company. Every such Trustee shall be an incorporated trust company of good standing in the City of New York, having a capital and surplus of at least one million dollars, if there be such a trust company willing and able to accept the trust upon reasonable or customary terms and legally competent to act. Any new Trustee so appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office an instrument accepting such appointment hereunder, and thereupon such new Trustee shall become vested with all the property, rights, duties and trusts of a Trustee hereunder, with like effect as if named as Trustee herein, and without any further act, deed or conveyance; but the Trustee ceasing to act shall, nevertheless, on the written request of the new Trustee, execute an instrument transferring to such new Trustee upon the trust herein expressed all the property, privileges, and rights hereunder of the Trustee so resigning or removed, and shall duly assign, transfer and deliver to such new Trustee any stocks, bonds and moneys held hereunder for the further security of the bondholders. It is understood and agreed that the word "Trustee", as used in this instrument, shall be held and construed to mean the party of the second part or its successor or successors for the time being in the trust hereby created. Article Fifteen. The Trustee, party of the second part hereto, hereby accepts the trusts in this indenture declared and provided. Article Sixteen. Whereas, in order to expedite the recording of this indenture ten uniform originals thereof have been simultaneously executed, acknowledged and delivered by the Railway Company and by the Trustee, now this indenture further witnesseth that each of said instruments so executed, acknowledged, and delivered is and shall be deemed to be an original, and that all together shall constitute but one and the same instrument. In witness whereof, the party