

which case such resignation shall take effect at the time of such acceptance; The Trustees for the time being hereunder may be removed at any time by an instrument or concurrent instruments in writing delivered to such Trustees and to the Company, signed by the holders of a majority in amount of the bonds then outstanding hereunder or by the attorneys in fact of such holders, and upon payment to such Trustees of their charges and disbursements hereunder. In case the Corporate Trustee, or its successors, shall resign or be removed, or otherwise be or become incapable of acting as Trustee, then in either such event, a successor or successors may be appointed by the holders of a majority in amount of the bonds hereby secured and then outstanding, by an instrument or concurrent instruments in writing, signed by such holders or by their attorneys-in-fact, duly authorized; but if at any time there shall be a vacancy in the corporate trusteeship hereunder, the Company, by an instrument executed by order of its Board of Directors, may appoint a Trustee or Trustees to fill the same until a new Trustee or Trustees shall be appointed by the bondholders, as aforesaid, and when such new Trustee or Trustees shall be so appointed by the bondholders, any Trustee or Trustees theretofore appointed by the Company shall thereupon by such appointment of the bondholders be super-

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seced and retired. Each successor to or substitute for any Corporate Trustee hereunder shall be a corporation having lawful powers to act as Trustee hereunder. In case the Co-Trustee shall die, shall resign, or be removed, or otherwise be or become incapable of acting as Trustee, then in any such event the Corporate Trustee or its successors shall appoint the Co-Trustee. It shall be the duty of the Company to cause to be recorded in the same manner as this Mortgage Deed of Trust shall have been recorded, each resignation and acceptance of the trusteeship and each appointment as Trustee hereunder. Whenever a new Trustee or Trustees shall succeed to the trusteeship under this Mortgage Deed of Trust, such new Trustee or Trustees shall, without any further act, deed or conveyance, be and become vested with all the estate, properties, rights, powers, duties and trusts of its predecessor in the trust hereunder, with like effect as if originally named as Trustees or one of the Trustees herein; but the retiring Trustee shall, nevertheless, upon written demand of the new Trustee execute and deliver to the new Trustee such proper conveyances and make such transfers as will legally transfer the mortgaged property and the trusts hereunder. Should any deed, conveyance, or instrument in writing from the Company be required by any new Trustee or Trustees for more fully and certainly vesting and confirming to such new Trustee or Trustees the said estates, properties, rights, trusts, and duties, then any and all such deeds, conveyances and instruments in writing shall, on request of such new Trustee or Trustees, be recited, acknowledged and delivered by the Company.

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ARTICLE XVII.

Section 1.

If, by any present or future law in any jurisdiction in which it may be necessary to perform any act in the execution of the trusts herein created, Continental and Commercial Trust and Savings Bank, the Corporate Trustee, or its successor or successors, may be incompetent or disqualified or unwilling to act as such Trustee, then all the acts required to be performed in such jurisdiction in the execution of the trusts hereby created shall and will be performed by said Frank H. Jones, as Co-Trustee, or his successor or successors, acting alone. Except as it may be deemed necessary, as aforesaid, for said Co-Trustee, acting alone, to execute the trusts hereby created, the Corporate Trustee, or its successor or successors, may alone have and exercise the powers and shall alone be charged with the performance of the duties hereinbefore declared to be held, exercised or performed, of the Trustees. Any request in writing by the Corporate Trustee, its successor or successors, to the Co-Trustee hereunder, or to any Co-Trustee appointed in succession to him, shall be sufficient warrant for the Co-Trustee, or his successor, to take such action as may be requested of him. Said Co-Trustee, or any successor, may delegate to the Corporate Trustee, its successor or successors, the exercise of any power, discretionary or otherwise, conferred by any provision of this indenture. Said Continental and Commercial Trust and Savings Bank, its successors and assigns, shall have the power at any time, by instrument in writing, duly executed by its President or Vice-President, under its seal, to remove said Frank H. Jones from his position as one of the Trustees hereunder, and to appoint some other officer of said Continental and Commercial Trust and Savings Bank, as successor in trust to said Frank H. Jones.

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Section 2. In case the said Frank H. Jones or any successor to him as Co-Trustee shall die, become incapable of acting, resign, or be removed, all the estate, properties, rights, powers, trusts, duties and obligations of the Trustees hereunder so far as permitted by law shall vest in and be exercised by said Continental and Commercial Trust and Savings Bank, or its successor as Corporate Trustee, until the appointment of a new Co-Trustee, as hereinbefore provided.

ARTICLE XVIII.

If any provision of this indenture shall be held or deemed, as applied in any particular case, to be inoperative or unenforceable in any jurisdiction, or jurisdictions, because conflicting with any provision of any constitution or statute or any rule of public policy or for any other reason, such provision shall not for that reason be held or deemed inoperative or unenforceable in any other case, and if any provision or provisions hereof be in fact inoperative or unenforceable in any given case or cases in any jurisdiction or jurisdictions, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable to any extent in any other jurisdiction or jurisdictions.

This Mortgage Deed of Trust is simultaneously executed in four counterparts, each of which so executed shall be deemed to be the original though all or any of the others may not be produced, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF the Company has caused this Instrument to be signed in its Corporate name by its President or a Vice-President, and to be sealed with its

Removal of Trustees.

Appointment of successor or successors in trust.

Successor to trusteeship to be corporation.

Co-Trustee to exercise powers only in case Corporate Trustee is legally disqualified.

Removal of Co-Trustee.

If Co-Trustee becomes incapable, all duties shall fall upon Corporate Trustee

Invalidity of any provision in one jurisdiction not to affect validity in other jurisdictions.