

and when requested in writing by either the new Trustee or Trustees or the Company, and upon payment of his, its or their lawful charges and disbursements then unpaid, if any, execute and deliver an instrument or instruments conveying and transferring to such new Trustee or Trustees, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Trustee or Trustees so retiring, and shall duly assign, transfer and deliver to the new Trustee or Trustees so appointed in his, its or their place all property and money held by him, it or them 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 in and confirming to him, it or them the said estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing shall, on request of said new Trustee or Trustees, be made, executed, acknowledged and delivered by the Company.

In case the individual Trustee herein named or any of his successors shall die, resign or be removed or otherwise become incapable of acting, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustees hereunder, so far as permitted by law, shall vest in and be exercised by the corporate Trustee without the appointment of any new Trustee as successor to said individual Trustee; and no successor to the individual Trustee shall be appointed, unless such appointment shall be necessary or prudent for the protection of the holders of the Bonds hereby secured, or unless the corporate Trustee or the holders of a majority in amount of the Bonds then outstanding shall deem such appointment expedient for any cause.

Section 96. Any corporation into which the corporate Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the corporate Trustee shall be a party, or any corporation which shall otherwise become the lawful successor to the assets and business of the corporate Trustee as an entirety or substantially as an entirety, shall be the successor of the corporate Trustee hereunder without the execution or filing of any instrument or any further act on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding, provided such corporation shall be a corporation organized under the laws of a State of the United States of America, or under the laws of the United States of America.

Section 97. At any time or times, in order to conform to any legal requirements, the Trustee and the Company shall have power to appoint, and shall unite in the execution and delivery of all instruments and the performance of all acts necessary or proper to appoint, another trust company or bank or one or more persons designated by the Board of Directors of the Company and approved by the corporate Trustee, either to act as co-trustee or co-trustees of all or any part of the trust estate jointly with the Trustees, or to act as substitute trustee or trustees of any part of the same, and in any case with all such of the powers, rights and duties hereby conferred or imposed on the Trustees or either of them, and for such term, if any limitation is placed thereon, as may be specified in the instrument of appointment, the same to be exercised either jointly with the Trustees or either of them or separately, according as such instrument or instruments may prescribe; and, if an event of default shall have happened and shall not have been remedied, the Trustees shall have power, without notice to or any action on the part of the Company and without the necessity of the execution of any such instrument of appointment by the Company, to appoint such co-trustee or co-trustees or substitute trustee or trustees as aforesaid, and to execute all instruments and perform all acts necessary or convenient and proper for such purpose. The Trustees may receive the opinion of any counsel approved by them as to the necessity or propriety of appointing any such co-trustee or substitute trustee and as to the form and effect of any such instrument to be executed or any act to be taken to effect such appointment and as to any other matter arising under this Section, and such opinion shall be full protection to the Trustees for any action taken or omitted to be taken by them pursuant thereto.

Any request in writing by the corporate Trustee to the individual Trustee hereunder shall be sufficient warrant to the individual Trustee to take such action as may be so requested.

The individual Trustee, at any time by an instrument in writing, may constitute the corporate Trustee and its successors in the trust hereunder as agent and attorney in fact with full authority and power to do all acts and things and to exercise all discretions hereunder for and in behalf of and in the name of the Trustee executing such instrument.

Section 98. All the lien, right, title and interest by this Indenture mortgaged, granted, conveyed, assigned or transferred to the Trustees are mortgaged, granted, conveyed, assigned or transferred to them as joint tenants and not as tenants in common.

Section 99. Any and all money or securities constituting a part of the trust estate at any time coming into the hands of any Trustee other than the corporate Trustee, shall be at once paid over, delivered, pledged and deposited to and with the corporate Trustee, it being the intention hereof that the custody of all money and securities held under this Indenture and all rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the corporate Trustee under this Indenture, shall not vest in the individual Trustee, but shall remain vested solely in the corporate Trustee and the successor and successors to the corporate Trustee in the trusts hereunder.

Section 100. Any notice to or demand upon the Trustees may be served or presented, and such demand may be made, at the principal office of the corporate Trustee. Any notice to or demand upon the Company shall be deemed to have been sufficiently given or served by the Trustees or either of them on the Company, for all purposes, by being deposited, postage prepaid, in a post office letter box addressed (until another address is filed in writing by the Company with the corporate Trustee) as follows:

PEOPLES UTILITIES PENNSYLVANIA CORPORATION,
Foshay Building,
Minneapolis, Minnesota.

ARTICLE SEVENTEEN.

POSSESSION UNTIL DEFAULT AND DEFEASANCE.

Section 101. Until the happening of an event of default, the Company shall be suffered and permitted to possess, use and enjoy the mortgaged property, except money, securities and other personal property pledged or deposited with or required to be pledged or deposited with