

Any and all rights, powers, duties and obligations by any provisions of this Indenture conferred or imposed upon the Trustee or the Trustee which may not be exercised and performed by the Trustee alone, or by the Individual Trustee and the Trustee jointly, may and shall be exercised and performed by the Individual Trustee alone, to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, without reference to the Trustee.

SECTION 12.15. At any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any state in which any part of the trust estate may be located, or if the Trustee shall be advised by counsel that it is necessary or prudent in the interest of the bondholders so to do, the Company and the Trustee shall have the power to appoint, and upon the request of the Trustee the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, another corporation or one or more persons approved by the Trustee either to act as co-trustee or co-trustees of all or any part of the trust estate jointly with the Trustee, or to act as separate trustee or trustees of any part of the same, and in any case with all such powers, rights and duties not inconsistent herewith, as may be specified in the instrument or instruments of appointment, and for such term, as may be specified in the instrument or instruments of appointment, such powers, rights and duties in whole or in part to be exercised either jointly with the Trustee or separately, as such instrument or instruments may prescribe. In the event that the Company shall not have joined in the execution of such instrument or instruments within fifteen days after the receipt of a written request from the Trustee so to do, the Trustee alone shall have power to effect such appointment. With respect to such powers as

of co-trustee appointed under this Section 12.15 or otherwise, and may likewise and in like manner appoint a successor to such trustee or co-trustee so removed, any thing herein contained to the contrary notwithstanding. In the event that the Company shall not have joined in the execution of such instrument within fifteen days after the receipt of a written request from the Trustee so to do, the Trustee alone shall have power to accept such resignation or to effect such removal and to make such appointment, as the case may be.

(d) No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

Any notice, request or other writing, by or on behalf of the holders of the bonds, delivered to the Trustee, or its successor in the trust hereunder, shall be deemed to have been delivered to all of the then trustees or co-trustees as effectively as if delivered to each of them. Every instrument appointing any trustee or trustees, other than a successor to the Trustee or the Individual Trustee, shall refer to this Indenture and the conditions in this Article XII expressed, and upon the acceptance in writing by such trustee or trustees or co-trustees or co-trustees, he, they or it shall be vested with the estate or property specified in such instrument, either jointly with the Trustee and/or the Individual Trustee, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with the Trustee or its successor in trust hereunder. Any separate trustee or trustees or any co-trustee or co-trustees, so far as permitted by law, may by an instrument in writing delegate to the Trustee the right to exercise any power, discretionary or otherwise, conferred by any of the provisions of this Indenture. Any separate trustee or trustee or co-trustee or co-trustees, or a successor to any of them, may resign at any time by delivering a written resignation to the Trustee. In case any separate trustee or trustees

are conferred by every such instrument or instruments of appointment, any co-trustee or co-trustees or separate trustee or trustees so appointed shall be subject to all obligations which are imposed upon the Trustee by this Indenture or by law.

Every separate trustee, every co-trustee and every successor trustee, other than any trustee which may be appointed as successor to Continental Illinois National Bank and Trust Company of Chicago, or its successor in the trust hereunder, or as successor to George O. Moore or his successor in the trust hereunder, shall, to the extent permitted by law, be appointed subject to the following provisions and conditions, namely:

(a) The bonds secured hereby shall be authenticated and delivered, and all powers, duties, obligations and rights, conferred upon the Trustee in respect of the custody of all bonds and other securities and of all cash pledged or deposited hereunder shall be exercised solely by Continental Illinois National Bank and Trust Company of Chicago or its successor in the trust hereunder, except that if for any reason any prior lien bonds or other securities shall be deposited with a co-trustee, such prior lien bonds or other securities shall be held and disposed of by such co-trustee pursuant to the written instructions of the Trustee.

(b) All rights, powers, duties and obligations by this Indenture conferred upon the Trustee or Trustees, whether so expressed or not, unless otherwise provided in the instrument appointing such co-trustee, may be exercised, performed or enjoyed by such co-trustee upon written instructions from the Trustee, and any securities required by this Indenture to be deposited with the Trustee may be deposited with such co-trustee to be held, disposed of, cancelled or released by such co-trustee only upon written instructions from the Trustee.

(c) The Company and the Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any separate trustee

or co-trustee or co-trustees, or a successor to any of them, shall die, become incapable of acting, resign, or be removed, all the estate, property, rights, powers, trusts, duties and obligations of said separate trustee or co-trustees, so far as permitted by law, shall vest in and be exercised by the Trustee or its successor in trust hereunder, without the appointment of a new trustee as successor to such separate trustee or co-trustee. Any request in writing by the Trustee to any separate trustee or trustees or co-trustee or co-trustees or the successor in trust of any of them shall be a sufficient warrant for such trustee or trustees to take such action as may be so requested. Any moneys at any time coming into the hands of any such trustee shall at once be paid over to the Trustee, except as otherwise provided by law.

The provisions of Sections 12.02, 12.03, 12.04, 12.09 and 12.10 hereof shall apply to any such co-trustee or separate trustee.

ARTICLE XIII.

CONSOLIDATION, MERGER, CONVEYANCE AND LEASE.

SECTION 13.01. Nothing contained in this Indenture or in any bond issued or to be issued hereunder shall prevent any lawful consolidation or merger of the Company with or into any other corporation, or any conveyance or lease, subject to the lien of this Indenture, of the trust estate as a whole or substantially as a whole to any corporation lawfully entitled to acquire or lease and operate the same, or shall prevent successive similar consolidations, mergers, conveyances or leases to which the Company or its successor or successors shall be a party or parties; provided, however, that every such consolidation, merger, conveyance or lease shall be upon such terms as shall fully preserve and in no respect impair the lien and security of this Indenture or any of the rights and powers of the Trustee or of the bondholders hereunder; and provided further, that no such consolidation, merger, con-