

or conveyance, shall become vested with all of the mortgaged estates, properties and franchises and all of the rights, powers and trusts 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 new Trustee, execute and deliver an instrument transferring to such new Trustee, upon the trusts herein expressed, all of the estates, properties and franchises mortgaged or pledged by this Indenture and all of the rights, powers and trusts hereof, and shall duly assign, transfer and deliver any and all property and moneys held by such Trustee to the new Trustee so appointed in its place; and the Mortgagor Company will with said new Trustee upon its demand, make, execute, acknowledge and deliver any further instruments in writing that may be necessary or that counsel may advise for more fully and certainly vesting in and confirming to such new Trustee the estates, properties and franchises mortgaged by this Indenture, or the stocks and bonds pledged hereunder and the powers and duties of the Trustee hereunder.

Section 4. The Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the Trusts hereby created, and the Mortgagor Company agrees to pay such compensation as well as all expenses reasonably incurred or disbursed by the Trustee hereunder. The Trustee shall have a lien under this Indenture, preferential to the bonds secured hereby, upon the estates, properties and franchises mortgaged and pledged hereunder, including any moneys in the Sinking Fund and moneys received and held by the Trustee under the provision of Articles Three and Nine, to secure the payment of its costs, charges, expenses, liabilities and compensation.

Section 5. Except when otherwise indicated, the word Trustee, or any other equivalent term, as used in this Indenture, shall be held and construed to mean the Trustee, or Trustees for the time being, whether original or successor, and the words Trustee, bond, bondholder and holder shall include the plural as well as the singular number, and the term majority shall signify majority in amount.

Section 6. All recitals herein shall be deemed and taken as the recitals of the Mortgagor Company only. The Trustee shall not be responsible in any manner whatsoever for the validity hereof or of any stocks or bonds pledged hereunder or for the security afforded by the property embraced herein, nor shall it be any part of its duty to see that any property intended to be pledged hereunder is properly or legally subjected to the lien hereof.

No duty shall rest upon the Trustee to accept the transfer into its name or to cause to be made such transfer on the books of any corporation of the securities or stock of any corporation, the effect of which would be, in any contingency, to make the Trustee incur any personal liability. The Trustee shall be indemnified and held harmless against any liability charges, cost or expenses based upon or resulting from the fact that the Trustee takes or has transferred in its name the certificate for any shares of stock or the title to any property, bond or other obligation subject to this Indenture.

#### ARTICLE TWELVE.

Mortgagor Company's Possession till Default.

Until some default shall have been made (a) in the due and punctual payment of the interest, or of the principal of the bonds secured by this Indenture, or some part of such interest or principal; or (b) in the due and punctual performance and observance of some covenant or condition hereof obligatory upon the Mortgagor Company, and such default shall have continued beyond the period of grace, if any, herein provided in respect thereof; or until the Mortgagor Company shall have voluntarily surrendered possession to the Trustee as herein permitted, the Mortgagor Company, its successors and assigns, shall be suffered and permitted