

like demand shall make, execute, acknowledge and deliver any conveyances, assignments or other instruments in writing that may be necessary or that counsel may advise for more fully and certainly vesting in and confirming to such successor Trustee the estates, properties and franchises or any thereof covered by this Indenture, and confirming in such successor Trustee the powers of the Trustee hereunder.

Upon the acceptance by any successor Trustee of the appointment as Trustee hereunder, it shall be the duty of the Mortgagor Company to execute a certificate under its corporate seal setting forth the removal, resignation or incapacity of the former Trustee and the appointment and acceptance of the successor Trustee, and to cause the same to be recorded in the same manner that this Indenture shall have been recorded, and any persons dealing with said successor Trustee on the faith of such certificate shall be fully protected thereby.

Successive resignations, removals and appointments may be made from time to time as often during the continuance of this trust as occasion may arise.

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 received and held by the Trustee under any of the provisions of this Indenture, 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 plurals 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 and the Trustee shall not be answerable for the accuracy thereof. The Trustee shall not be responsible in any manner whatsoever for the validity hereof or for the security afforded by the property embraced herein nor for the nature of priority of lien of the mortgage, nor shall it be any part of its duty to see that any property intended to be mortgaged hereunder is properly or legally subjected to the lien hereof.

ARTICLE THIRTEEN

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, the Mortgagor Company, its successors and assigns, shall be suffered and permitted to retain actual possession of all the mortgaged estates, properties and franchises, and to manage, operate and use the same and every part thereof, with