

trustee which may be appointed as successor to Chemical Bank & Trust Company, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions namely: (1) The bonds secured hereby shall be authenticated and delivered, and all powers, duties, obligations and rights, conferred upon the trustees in respect of the custody of all bonds and other securities and of all cash pledged or deposited hereunder, shall be exercised solely by Chemical Bank & Trust Company or its successors in the trust hereunder; (2) No power shall be exercised hereunder by any such separate trustee or trustees or co-trustees, or successor or successors thereto, except jointly or with the consent in writing of Chemical Bank & Trust Company or its successor in the trust hereunder; and (3) The Company and the Corporate Trustee, at any time by an instrument in writing executed by them jointly, may remove any separate trustee appointed under this Section or otherwise, and may likewise and in like manner appoint a successor to such separate trustee or co-trustee so removed, anything herein contained to the contrary notwithstanding. Any notice, request or other writing, by or on behalf of the holders of the bonds issued hereunder, delivered to Chemical Bank & Trust Company, or its successors in trust, shall be deemed to have been delivered to the Individual Trustees ^{then} and all of the ^{then} trustees or co-trustees as effectually as if delivered to each of them. Every instrument appointing any trustee or trustees other than a successor to Chemical Bank & Trust Company shall refer to this indenture and the conditions in this Article XVII expressed, and upon the acceptance in writing by such trustee or trustees or co-trustee or co-trustees, he, they or it shall be vested with the estate or property specified in such instrument, either jointly with Chemical Bank & Trust Company, or its successors, 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 Chemical Bank & Trust Company or its successors in the Trust. Any separate trustee or trustees, or any co-trustees or co-trustees, may at any time by an instrument in writing constitute Chemical Bank & Trust Company or its successor in the trust hereunder his, their or its agent or attorney in fact by law, to do all acts and things and exercise all discretion authorized or permitted by him, them or it, for and in behalf of him, them or it, and in his, their or its, name. In case any separate trustee or trustees 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-trustee, so far as permitted by law, shall vest in and be exercised by Chemical Bank & Trust Company or its successor in the trust, without the appointment of a new trustee as successor to such separate trustee or co-trustee.

Section 121 Any successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor trustee, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust 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 Company, or of the successor trustee, or the holder of ten per centum (10%) in principal amount of the bonds then outstanding hereunder, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and ^{and confirming} certainly vesting in such successor trustee all the right, title and interest of the trustee which he or it succeeds in and to the mortgaged and pledged property and such rights, powers, trusts, duties and obligations, and the trustee ceasing to act shall also, upon like request, and upon having been paid its reasonable fees and expenses, pay over, assign and deliver to