

In case the Individual Trustee or any separate trustee or co-trustee or the successor to either of them shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of the Individual Trustee, separate trustee or co-trustee, so far as permitted by law, shall vest and be exercised by the Corporate Trustee or its successor in the trust, without the appointment of a new trustee as successor to such Individual Trustee, separate trustee or co-trustee; and no successor to the Individual Trustee, or to any separate trustee or co-trustee shall be appointed unless such appointment shall in the judgment of the Corporate Trustee or its successors be necessary for the protection of the holders of the bonds or be required by law in which case the Corporate Trustee may appoint a successor to such Individual Trustee, separate trustee or co-trustee.

ARTICLE XIV

DISCHARGE OF MORTGAGE.

SECTION 1. The Trustees (and any successor trustees duly appointed hereunder) may, and upon request of the Corporation shall, cancel and discharge the lien of these presents, and execute and deliver to the Corporation such deeds and instruments as shall be requisite to satisfy the lien hereof, and reconvey and transfer to the Corporation the mortgaged and pledged property, whenever all indebtedness secured hereby shall have been paid, including all proper charges of the Trustees hereunder. For this purpose bonds for the purchase or redemption of which money shall have been set apart by or paid to the Corporate Trustee under the provisions of Articles IV and V. hereof the matured bonds for the payment of which (both principal and interest) money shall have been deposited with the Corporate Trustee shall be deemed to be paid.

ARTICLE XV.

MISCELLANEOUS.

SECTION 1. Nothing in this Indenture, expressed or implied, is intended or shall be construed, to confer upon, or to give to, any person or corporation, other than the parties hereto, and the holders of the bonds outstanding hereunder and the Bankers, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the corporation shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding hereunder.

SECTION 2. Whenever in this Indenture any of the parties hereto is named or referred to, this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Corporation or by or on behalf of the Trustees shall bind and enure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 3. This Indenture may be simultaneously executed in several counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, CAMPBELL BAKING COMPANY has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or a Vice President, and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf and The Mechanics & Metals National Bank of The City of New York has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or a Vice President and its corporate seal attested by its Cashier or an Assistant Cashier and Harry H. Pond has hereunto set his hand and seal, all in the City of New York, as of the day and year first above written.