

COMPARED

time coming into the hands of the Individual Trustee or his successor shall be at once paid over to the Corporate Trustees. Any instrument to be executed or action taken under any mortgage or instrument securing any bonds or obligations pledged hereunder, by the holders of such bonds or obligations and herein required or permitted to be executed or taken by the Trustees, may be executed or taken by the Corporate Trustees. The Corporate Trustees may delegate to the Individual Trustee, the exercise of any power conferred by this Indenture.

SECTION 6. In all cases where this Indenture does not make other express provision as to the evidence on which the Trustees may act or refrain from acting, the Trustees shall be protected in acting or refraining from acting under any provision of this Indenture in reliance upon a certificate as to the existence or nonexistence of any facts, signed by the President or a Vice President or by the Treasurer or an Assistant Treasurer of the Company under its corporate seal.

SECTION 7. At any time or times but only in order to conform to any legal requirements in any State in which any part of the property then subject to this Indenture shall be located, the Corporate Trustees shall have power to appoint and to execute and deliver all instruments and agreements necessary or proper to appoint another trust company or bank authorized to act as trustee, or one or more persons either to act as separate or additional trustee or trustees of all or any of the property subject to the lien of this Indenture, jointly with the Trustees originally named herein, or their successors, or to act as separate or additional trustee or trustees of any such property, and the Company shall unite in the execution and delivery of any such instruments or agreements if requested by the Corporate Trustees. Every separate or additional trustee shall, to the extent permitted by law, be appointed subject to the following provisions and conditions:

(1) The bonds secured hereby shall be authenticated and delivered, and all powers, obligations and rights conferred upon the Corporate Trustees in respect to the custody of all pledged securities and cash shall be exercised solely by the Corporate Trustee;

(2) No power shall be exercised hereunder by such separate or additional trustee, or successor or successors thereto, except with the consent in writing of the Corporate Trustees;

(3) The Corporate Trustees at any time may by an instrument in writing executed by them remove any such separate or additional trustee, and may likewise and in like manner appoint a successor to such separate or additional trustee removed, anything herein contained to the contrary notwithstanding;

(4) Any separate or additional trustee may at any time by an instrument in writing constitute the Corporate Trustees as its or his Agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion authorized or permitted by it or him for and on behalf of it or him and in its or his behalf or name;

(5) In case any separate or additional trustee shall die or become incapable of acting, resign or be removed, all the assets, property, rights, powers, trusts, duties and obligations of said separate or additional trustee, so far as permitted by law, shall vest in and be exercised by the Corporate Trustees, without the appointment of a new trustee as successor to such separate or additional trustee;