

that the certificate of the Trustee shall have.

SECTION 5. In all cases where this Indenture does not make other express provision as to the evidence on which the Trustee may act or refrain from acting, the Trustee 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 non-existence of any facts signed by the President or a Vice-President of the Company and by its Secretary or an Assistant Secretary.

SECTION 6. At any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any state in which any part of the mortgaged property may be located, the Company and the Trustee shall have power to appoint, and, upon request of the Trustee, the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another corporation or one or more persons approved by the Trustee, either to act as a separate trustee or trustees, or co-trustee or co-trustees, jointly with the Trustee, of all or any of the property at the time subject to the lien hereof, with all or such of the rights, powers, duties and obligations herein conferred or imposed upon the Trustee as shall be set forth in such instrument of appointment, subject, however, to the provisions of the next succeeding paragraph. The Trustee shall not be held liable or responsible in any manner by reason of the nomination or appointment of any such separate trustee or trustees, or co-trustee or co-trustees. 490

Every separate trustee, every co-trustee, and every successor trustee, other than any trustee which may be appointed as successor to The Baltimore Trust Company, shall, to the extent permitted by law, be appointed subject to the following provisions and conditions namely:

(a) The bonds shall be authenticated and delivered and all powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all cash, shares of stock and other property actually delivered to the Trustee hereunder, shall be exercised solely by the Baltimore Trust Company, or its successor in the trust hereunder;

(b) Unless otherwise required by law or directed by the instrument appointing such separate trustee or trustees or co-trustee or co-trustees, no power shall be exercised hereunder by any such separate trustee or trustees or co-trustee or co-trustees, or successor or successors thereto, except jointly with the consent in writing of The Baltimore Trust Company, or its successor in the trust; and

(c) The Company and the Trustee, at any time, by an instrument in writing executed by them jointly may remove any trustee or co-trustee appointed under this Section and may likewise and in like manner appoint a successor to such trustee or co-trustee so removed, anything herein contained to the contrary notwithstanding.

(d) The Trustee shall not be liable for any act, or omission to act, of any such separate trustee or trustees or co-trustee or co-trustees. Any notice, request or writing by or on behalf of the holders of the bonds issued hereunder, delivered solely to The Baltimore Trust Company, or its successor in the trust, shall be deemed to have been delivered to all of the separate trustees as effectually as if delivered to each of them.

Every instrument appointing any trustee or trustees, other than a successor to The Baltimore Trust Company, shall refer to this Indenture and the conditions in this paragraph expressed and, upon the acceptance in writing by such trustee or trustees, without any further act, deed, or conveyance, he, they or it shall be vested with the estates or property specified in such instrument, either jointly with the The Baltimore Trust Company, or its successor, or separately, as may be provided therein, subject to all the trust, conditions

EXAMINED BY  
and