

to it, may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee, or any such successor to it, shall be a party, provided such corporation shall be a corporation organized under the laws of the United States of America or of the State of Maryland and shall do business in the City of Baltimore, State of Maryland, shall be the successor trustee under this First Mortgage without the execution or filing of any paper or other act on the part of either of the parties hereto. anything herein to the contrary notwithstanding. In case any of the bonds shall have been authenticated, but not delivered, any such successor trustee may adopt the certificate of authentication of the Trustee or of any successor or successors to it as such trustee hereunder and may deliver such bonds so authenticated; and in case of the bonds shall not have been authenticated, any such successor trustee may authenticate such bonds either in the name of any predecessor trustee or in the name of such successor trustee, and in all such cases such certificate shall have the full force which it is anywhere in said bonds or in this First Mortgage provided 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 First Mortgage 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.

Every separate trustee, every co-trustee, and every successor trustee, other than any trustee which may be appointed as successor to Commerce 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 hereinunder shall be exercised solely by Commerce 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 cotrustees, or successor or successors thereto, except jointly with the consent in writing of Commerce Trust Company, or its successors 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,

COMPARED BY  
J.S. and J.M.