

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 Commerce Trust Company, or its successors 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 Commerce Trust Company, shall refer to this First Mortgage 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 Commerce Trust Company, or its successor, or separately, as may be provided therein, subject to all the trust, conditions and provisions of this First Mortgage, and every such instrument shall be filed with Commerce Trust Company, or its successor in the trust. Any trustee ceasing to act shall, nevertheless, on the written request of the Company, or of the new trustee, execute and deliver an instrument transferring to such new trustee, or to such new trustee and its or his co-trustee or co-trustees, upon the trusts herein expressed, all of the properties, interests, rights, estates, powers and trusts of the trustee so ceasing to act, and shall duly assign, transfer and deliver all property and moneys held by or for the amount of such trustee to the new trustee or trustees. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such properties, interests, rights, estates, powers and duties, or any thereof, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

Any separate trustee or trustees or any co-trustee or co-trustees may at any time by an instrument in writing constitute Commerce Trust Company or its successors in the trust hereunder, his, their, or its 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 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 either of them, shall die, become incapable of acting, resign or be removed, all the estates, 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 Commerce Trust Company, or its successor in the trust, without the appointment of a new trustee as successor to such separate trustee or co-trustee.

ARTICLE X.

EFFECT OF MERGER, CONSOLIDATION, ETC.

SECTION 1. Nothing in this First Mortgage shall prevent any consolidation or merger of the Company with or into any corporation having corporate authority to carry on the business of the Company, or any conveyance, transfer or lease, subject to this First Mortgage, of all the mortgaged property as an entirety to any corporation lawfully entitled to acquire or lease and operate the same; provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the lien, efficiency or security of this First Mortgage, or any of the rights or powers of the Trustee or the bondholders hereunder; and provided, further, that any such lease shall be made expressly subject to immediate termination by the Company or by the Trustee at any time during the continuance of