

MORTGAGE OF REAL ESTATE

All cash collected by, or payable to, the Trustees or either of them pursuant to this Indenture shall be paid to and deposited with, and all stocks, bonds and other obligations or securities shall be held by the Corporate Trustee, except as otherwise required by law. Any moneys at any time coming into the hands of the Individual Trustee pursuant to this Indenture shall be at once paid over to the Corporate Trustee.

Whenever any moneys, bonds, shares of stock or other obligations are under any provisions of this Indenture, paid or delivered to or deposited with the Corporate Trustee, title to the same shall be deemed to be vested in both Trustees hereunder, and the same shall be deemed for all purposes hereunder to be part of the security for the bonds issued hereunder, but nothing in this Section contained shall be deemed to affect or impair any power or right conferred by any provision of this Indenture upon the Corporate Trustee to apply, disburse or otherwise act or deal with respect to any moneys, bonds, shares of stock or other obligations received or held by it as aforesaid.

Whenever and so long as a trust company, a bank or a national banking association shall be one of the Trustees hereunder, any request in writing by such trust company, bank or national banking association to the Individual Trustee shall be a sufficient warrant for the Individual Trustee to take such action as may be so requested.

The Individual Trustee or any successor, so far as permitted by law, may delegate to the Corporate Trustee, or any successor, the exercise of any power, discretionary or otherwise, conferred by any of the provisions of this Indenture.

The Individual Trustee has been joined as trustee in order to comply with any legal requirements respecting trustees under mortgages or deeds of trust of property in the states, or some of them, in which the mortgaged premises or part thereof are or may be situate, and shall as such trustee possess such powers, and such powers only, as may be necessary to comply with such requirements, or for any other reason, it shall not be necessary, in the opinion of counsel, that one of the trustees hereunder be an individual, and the Company shall file with the Corporate Trustee and also with the Individual Trustee, an Opinion of Counsel to that effect and a written request for the resignation or removal of the Individual Trustee, said Frederick G. Herbst, or any successor will thereupon resign or shall forthwith cease to be a trustee hereunder, and all powers of the Individual Trustee shall forthwith terminate, as shall his right, title or interest in and to the trust estate; and, unless and until there shall be appointed a new trustee as successor to the Individual Trustee, all the right, title and powers of the Trustees shall devolve upon the Corporate Trustee and its successors alone.

Any rights, powers, duties and obligations by any provisions of this Indenture conferred or imposed upon the Trustees or any of them shall be conferred or imposed upon and exercised or performed by the Corporate Trustee alone without reference to the Individual Trustee, and the Individual Trustee hereby irrevocably constitutes and appoints the Corporate Trustee his true and lawful attorney in fact with full power and authority, in so far as permitted by law, either in the name and on behalf of the Individual Trustee or of the Trustees jointly, to exercise any and all rights or powers conferred upon the Individual Trustee alone, or upon the Trustees jointly, by any of the provisions of this Indenture, but subject to the duties hereby imposed upon the Individual Trustee, with full power of substitution and revocation, hereby ratifying and confirming all and singular the acts and things lawfully done by the Corporate Trustee or any substitute by virtue of this power of attorney, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Corporate Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Individual Trustee.

At any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any State or jurisdiction in which any part of the Mortgaged and Pledged Property then or to become subject to the Lien of this Indenture may be located, the Company and the Trustees or the Corporate Trustee shall have power to appoint, and, upon the request of the Trustees or the Corporate Trustee the Company shall for such purpose join with the Trustees or the Corporate 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 Trustees or the Corporate Trustee, either to act as separate trustee or trustees, or co-trustee or co-trustees jointly with the Trustees or the Corporate Trustee, of all or any of the property subject to the Lien hereof. In the event that the Company shall not have joined in such appointment within fifteen (15) days after the receipt by it of a request so to do, the Trustees or the Corporate Trustee along shall have power to make such appointment.

Every separate trustee, every co-trustee and every successor trustee, other than any trustee which may be appointed as successor to Irving Trust Company or Frederick G. Herbst, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions namely:

(1) The rights, powers, duties and obligations conferred or imposed upon trustees hereunder or any of them shall be conferred or imposed upon and exercised or performed by the Corporate Trustee or the Trustees, or the Corporate Trustee and such separate trustee or separate trustees or co-trustee or co-trustees jointly, as shall be provided in the supplemental indenture appointing such separate