

such rights and powers shall be exercised by the individual Mortgagee. The corporate Mortgagee may by written notice to the Mortgagor resign as Trustee hereunder, and the Mortgagor by written instrument authorized by its Board of Directors may appoint as a successor corporate Trustee hereunder a bank or trust company having a combined capital and surplus of at least \$10,000,000 and a principal office in Pittsburgh or Philadelphia, Pennsylvania, Chicago, Illinois, or the Borough of Manhattan, New York, New York. Such successor corporate Trustee upon acceptance of such appointment shall become vested with all the estates, properties and rights of its predecessor hereunder as if named herein as corporate Mortgagee. Any corporation into which the corporate Mortgagee may be merged or with which it may be consolidated or any corporation resulting from such merger or consolidation shall be the successor corporate Trustee hereunder as if named herein as corporate Mortgagee. The individual Mortgagee may by written notice to the Mortgagor and to the corporate Mortgagee resign as Trustee hereunder, and may be removed by the corporate Mortgagee by written notice to the Mortgagor and the individual Mortgagee. Upon the death, resignation, removal or incapacity of the individual Mortgagee, a successor individual Trustee may be appointed by written instrument by the corporate Mortgagee. Such successor individual Trustee upon acceptance of such appointment shall become vested with all the estates, properties and rights of his predecessor hereunder as if named herein as individual Mortgagee. In order to conform to any requirements of law in any jurisdiction, or if the corporate Mortgagee shall deem it advisable, the Mortgagor and the corporate Mortgagee may by written instrument appoint another corporation or one or more persons to act as a separate Trustee or Trustees or co-Trustee or co-Trustees hereunder of all or any of the Mortgage Premises, and the corporation or person or persons so appointed shall be such separate Trustee or Trustees or co-Trustee or co-Trustees with such powers and duties as shall be specified in the instrument of appointment. Every separate Trustee and every co-Trustee so appointed shall exercise and perform all rights hereunder jointly with the corporate Mortgagee except to the extent that under the law of any jurisdiction the corporate Mortgagee shall be incompetent or unqualified to perform any acts, in which event the rights and duties shall be exercised and performed by such separate Trustees or co-Trustees as Mortgagee or Mortgagees hereunder. The Mortgagor and the corporate Mortgagee may by written instrument executed by them jointly remove any separate Trustee or co-Trustee so appointed.

All notices and demands or requests herein or in the Note provided for shall be in writing and shall be delivered or sent by registered or certified mail, postage prepaid, to the last known address of the party to be served. This Mortgage may not be modified or discharged except by an instrument in writing executed by the parties. No requirement of this Mortgage may be waived at any time except by a writing signed by the Mortgagees, nor shall any waiver be deemed a waiver of any subsequent breach or default by the Mortgagor. All rights and remedies herein specified are intended to be cumulative and not in substitution for any right or remedy otherwise available. The provisions hereof shall bind and inure to the benefit of the respective successors and assigns of the parties.

In case any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage, but this Mortgage shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, TREMARCO CORPORATION has caused its corporate seal to be hereto affixed by its Assistant Secretary and these presents to be signed, acknowledged and delivered in the City of Pittsburgh in the Commonwealth of Pennsylvania in its name and behalf by one of its Vice-Presidents hereto duly authorized this 25th day of November, 1957.

TREMARCO CORPORATION

*[Signature]*  
By \_\_\_\_\_ Vice-President

W. B. LOWE

Signed, sealed and delivered in the presence of:

*[Signature]*  
F. A. HARTZ  
*[Signature]*  
GRACE J. FOX

Attest:

*[Signature]*  
B. L. REESE  
Assistant Secretary