

instruments and agreements necessary or proper to appoint another trust company, bank or banking association, or one or more persons, approved by the Assignee, either to act as co-assignee or co-assignees hereunder, jointly with the Assignee originally named herein, or its successors, or to act as separate assignee or assignees hereunder; and the trust company, bank or banking association, or the person or persons so appointed shall be such co-assignee or co-assignees, or separate assignee or assignees, with such powers, duties and discretion as shall be specified in the said instruments or agreements of appointment, executed as aforesaid.

(c) The rights, powers, duties and obligations conferred or imposed upon the Assignee shall be conferred and imposed upon, and exercised or performed by the Assignee, or jointly by the Assignee and any co-assignee or co-assignees or separate assignee or assignees appointed pursuant to this paragraph, as provided herein or in the instrument or agreement appointing such co-assignee or co-assignees or separate assignee or assignees, except to the extent that under the law of any jurisdiction in which any particular act or acts are to be performed the Assignee 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 such co-assignee or co-assignees or separate assignee or assignees.

(d) Any co-assignee or co-assignees or separate assignee or assignees appointed hereunder, may at any time by an instrument in writing constitute said Bankers Trust Company or its successor as assignee hereunder, their or its agent or attorney-in-fact, with full power and authority, to the extent which may be permitted by law, to do any and all acts and things and exercise any and 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.

(e) If, by any present or future law of any jurisdiction in which property subject to the Lease is situated, the Assignee shall be prohibited or disqualified from taking any action in such jurisdiction or with respect to such property, or from accepting any trust concerning

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