

at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any co-trustee appointed under this § 9.06 or otherwise and, on the request of the Trustee, the Companies shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements requisite to make effective such a resignation or a removal deemed by the Trustee to be desirable. Any vacancy in the office of co-trustee may be filled in the manner above provided for the appointment of the original co-trustee or co-trustees, or, if it is not then desirable to fill the vacancy, the vacancy need not be filled. All the immunities provided by this Indenture in respect of the Trustee shall apply to each and every co-trustee, and neither the Trustee nor any co-trustee shall be liable for any default or act of omission or commission of any other trustee.

§ 9.07. If a co-trustee, individual or corporate, be appointed, then, to the extent permitted by law, the powers and duties conferred upon the Trustee hereunder shall nevertheless be exercised and performed by the Trustee alone; but the co-trustee shall upon appointment receive and hold title to the mortgaged property jointly or separately as provided in § 9.06 with the Trustee, and in case the Trustee shall by reason of the law of any jurisdiction in which the Trustee might be required to act under the terms of this Indenture be unqualified, unauthorized, unable or incompetent to exercise any of the powers granted to the Trustee by this Indenture or to perform any of the duties imposed upon the Trustee hereby or shall in its absolute discretion determine that in view of the law of any jurisdiction it should decline to exercise any such power or perform any such duty, then and in such case, upon the request in writing of the Trustee (which shall be sufficient authority for the co-trustee to take the action therein requested), the co-trustee shall have and may exercise any such power in the place of the Trustee, and