

or otherwise) or the person or persons so appointed, shall be such separate trustee or separate trustees, or co-trustee or co-trustees, with such powers and duties as shall be specified in such instruments and agreements to be executed as aforesaid. In case the Company shall not have joined in the execution of such instruments or agreements within five (5) days after the receipt by it of a written request so to do, or in case any default shall have occurred and be continuing, the Trustee alone shall have power to make such appointment.

(b) Every separate trustee, every co-trustee and every successor trustee, other than any trustee which may be appointed as successor to either of the original Trustees, 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 Trustee and such separate trustee or separate trustees or co-trustee or co-trustees jointly, as shall be provided in the instruments and agreements appointing such separate trustee or separate trustees or co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the 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 such separate trustee or separate trustees or co-trustee or co-trustees;

(2) All powers, duties, obligations and rights conferred upon the Trustee in respect of the custody of all deposits hereunder, shall be exercised solely by the Trustee or its successors in the trust hereunder; and

(3) The Company and the Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any separate trustee or co-trustee appointed under this Section or otherwise, and, upon the request of the Trustee, the Company shall, for such purpose, join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such

resignation or removal. In the event that the Company shall not have joined in such action within five (5) days after the receipt by it of a request so to do, the Trustee alone shall have power to accept such resignation or to remove any such separate trustee or co-trustee. A successor to a separate trustee or co-trustee so resigned or removed may be appointed in the manner provided in this Section.

(e) Any notice, request, or other writing, by or on behalf of the holders of the Notes delivered to the Trustee, or its successor in the trust hereunder, shall be deemed to have been delivered to all of the then separate trustees or co-trustees as effectually as if delivered to each of them. Every instrument appointing any trustee or trustees other than a successor to the Trustee shall refer to this Mortgage and the conditions in this Article expressed, and upon the acceptance in writing by such trustee or trustees or co-trustee or co-trustees, he, they or it shall be vested with the estates or property specified in such instrument, either jointly with the Trustee, or its successor, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of this Mortgage; and every such instrument shall be filed with the Trustee or its successor in the trust hereunder. Any separate trustee or trustees, or any co-trustee or co-trustees, may at any time by an instrument in writing constitute the Trustee or its successor in the trust hereunder, his, 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 and 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 any of them shall die, become incapable of acting, resign or be removed, all the estate, properties, 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 the Trustee or its successor in the trust hereunder, without the appointment of a new trustee as successor to such separate trustee or co-trustee.