

and recorded in the manner required for the execution and recording of mortgages, and thereupon the Trust Estate shall become vested in such successor so appointed, in trust as aforesaid, with all the rights, powers and authorities conferred hereby upon the Trustee hereunder to the same extent as if made an original party hereto.

In case of the appointment of a successor Trustee pursuant to the foregoing provisions the Company agrees to pay all costs and expenses of effecting such substitution.

5. Appointment of Co-trustee. At any time or times, in order to conform to any legal requirements, the Trustee and the Company shall have power to appoint, and upon request of the Trustee the Company shall join with the Trustee in the execution and delivery of all instruments and the performance of all acts necessary or proper to appoint, a trust company or bank or one or more individuals, approved by the Trustee, either to act as co-trustee or co-trustees of all or any part of the Trust Estate jointly with the Trustee, or to act as substitute trustee or trustees of any part of the same, and in any case with all such of the powers, rights, duties, obligations and immunities hereby conferred or imposed on the Trustee, and for such term, if any limitation is placed thereon, as may be specified in the instrument of appointment, the same to be exercised jointly with the Trustee, 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 co-trustee or co-trustees or substitute trustee or trustees; and, if an Event of Default shall have