

or if the payees and holders of a majority in aggregate principal amount of the Notes at the time outstanding shall in writing request the Trustee and the Company so to do, the Company and the Trustee shall have the power to appoint, 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 appoint another corporation or one or more persons approved by the Trustee, either to act as separate trustee or trustees, or co-trustee or co-trustees jointly with the Trustee and/or the Individual Trustee originally named herein or their successors, of all or any of the property subject to the lien hereof; and the corporation (and its successors through consolidation, merger 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 fifteen (15) 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 Trustees 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;