

become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the retiring trustee, nevertheless, on the written request of the Company or of the successor trustee, and upon payment of its unpaid compensation and expenses, if any, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in said successor trustee all the right, title and interest of the retiring trustee in and to the trust estate and said rights, powers, trusts, duties and obligations; and the retiring trustee shall also, upon like request and upon payment of its unpaid compensation and expenses as aforesaid, pay over, assign and deliver to the successor trustee any money and other property subject to the lien of this Indenture then held by it, and deliver any and all records, or copies thereof, in respect of the trusts hereunder which it may have; and upon request of any such successor trustee the Company shall execute, acknowledge and deliver any and all deeds, conveyances or other instruments in writing for more fully and certainly vesting in and confirming to such successor trustee said estates, properties, rights, powers and duties.

SECTION 10.06. The Individual Trustee shall act as and be such upon the following terms and conditions:

(1) All rights, powers, duties and obligations conferred or imposed upon the Trustees, including, without limitation, the giving of releases or the taking of other action pursuant to Article Five hereof, shall be conferred or imposed solely upon and solely exercised and performed by the Corporate Trustee except to the extent that under any laws of any jurisdiction in which any particular act or acts are to be performed (including the act of receiving and holding property therein as a mortgagee) the Corporate 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 the Individual Trustee;

(2) No power granted by this Indenture to, or which this Indenture provides may be exercised by, the Individual Trustee shall be exercised by the Individual Trustee except jointly with, or with the consent in writing of, the Corporate Trustee;