

(3) All moneys which may be received or collected by the Individual Trustee, either as a co-trustee or separate trustee, shall be paid over to the Corporate Trustee;

(4) The Individual Trustee, to the extent permitted by law, may at any time by an instrument in writing constitute the Corporate Trustee or its successor in the trust hereunder his agent or attorney in fact, with full power and authority to do any and all acts and things and exercise any and all discretion authorized or permitted by him, in his behalf and in his name;

(5) In case at any time the Company shall file with the Corporate Trustee an Opinion of Counsel to the effect that it is no longer required that one of the trustees shall be an individual, the Individual Trustee shall forthwith cease to be a trustee, and all powers of the Individual Trustee shall forthwith terminate, as shall his right, title or interest in and to the mortgaged premises and all other parts of the trust estate, and no successor to the Individual Trustee shall be appointed, and all the title, rights and powers of the Individual Trustee shall devolve upon the Corporate Trustee alone.

SECTION 10.07. If at any time or times, in order to conform to any legal requirement or in order fully to protect the interests of the holders of the Bonds, the Corporate Trustee shall so request, the Company and the Trustees shall unite in the execution and performance of all instruments and agreements necessary or proper to appoint another bank or trust company or one or more persons approved by the Corporate Trustee, either to act as co-trustee or co-trustees of all or any part of the trust estate, jointly with the Trustees, or to act as separate trustee or trustees of any such property, with such power and authority as may be necessary to the effectual operation of the trusts herein set forth and specified in the instrument of appointment.

ARTICLE ELEVEN.

POSSESSION UNTIL DEFAULT AND DEFEASANCE CLAUSE.

SECTION. 11.01. Unless and until (a) a Receiver shall have entered into possession of the trust estate or a substantial part thereof or (b) some one or more of the Events of Default shall have happened and be continuing,