

(2) all cash collected by or payable to the Trustee pursuant to this Indenture shall be paid to and deposited with the Trustee, and all stocks, bonds and other securities received by the Trustee pursuant to this Indenture shall be delivered to and held by the Trustee, except as otherwise required by law, and the rights, powers, and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the Trustee under this Indenture, shall not vest in any Additional Trustee, but shall remain vested solely in the Trustee hereunder; and

(3) any notice, request or other writing by or in behalf of the bondholders delivered solely to the Trustee, or its successor in the trust hereunder, shall be deemed delivered to all the then trustees hereunder as effectually as if delivered to each of them.

Any Additional Trustee may at any time resign by giving written notice thereof to the Trustee and to the Company, specifying the date on which such resignation shall take effect.

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 Additional Trustee, 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 fifteen (15) days after the receipt by it of a request to do so, the Trustee alone shall have power to accept such resignation or to remove any such Additional Trustee. A successor to an Additional Trustee so resigned or removed may be appointed in the manner provided in this Section. The holders of a majority in aggregate principal amount of the bonds at the time outstanding may at any time remove any Additional Trustee.

In case any Additional Trustee, or a successor to any of them, shall die, resign, or be removed, or shall otherwise become incapable of acting or cease to be a trustee hereunder, all the estates, properties,

rights, powers, trusts, duties and obligations of the trustees so retired hereunder, 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 any new trustee as successor to such Additional Trustee; but the Company and the Trustee, by an instrument in writing executed by them jointly, shall promptly appoint a successor to the trustee so retiring; or, in case the Company shall fail to join in any such appointment within thirty (30) days after written request therefor by the Trustee or in case any default as defined in Section 9.01 shall have occurred and shall be continuing, the Trustee, by an instrument in writing executed by it without the concurrence of the Company, may make such appointment; *provided, however*, that no appointment of any successor to any Additional Trustee need be made, unless the Trustee shall deem such appointment to be necessary or prudent in order to comply with any requirements of law at the time in force respecting trustees under deeds of trust of property in any of the localities in which the mortgaged premises or any part thereof are then situated, or unless the holders of a majority in aggregate principal amount of the bonds then outstanding shall request such appointment.

SECTION 13.18. If at any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any State or jurisdiction in which any part of the mortgaged property then subject to this Indenture may be located, or if the Trustee shall deem it necessary or prudent in the interest of the bondholders so to do, or if the holders of a majority in aggregate principal amount of the bonds 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 (in this Indenture called Additional Trustee, or collectively Additional