fer and deliver all property and moneys held by it or him to its or his successor. Should any instrument in writing from the Company be required by any successor for more fully and effectually vesting in and confirming to it or him all estates, properties, rights, powers and duties as trustee hereunder, the Company, upon the request of such successor, shall make, execute and deliver the same. The Company shall promptly give notice of the appointment of such successor to the Bondholders in the manner and to the extent provided in § 15.07 and by publishing such notice at least once in an authorized newspaper in the Borough of Manhattan, The City of New York; provided that, if all the Bonds at the time outstanding are registered Bonds without coupons and/or coupon Bonds registered as to principal, such notice may be given through the mails, first class postage prepaid, to the registered owners of such Bonds at their addresses as the same shall appear upon the registration books provided for in § 2.04, and publication of such notice shall not be required.

§ 15.06. Any corporation into which the Trustee or any successor to it in the trust created by this Indenture may be merged, or with which it or any successor to it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any successor to it shall be a party, shall be the successor of the Trustee under this Indenture without the execution or filing of any instruments or any further act on the part of any of the parties hereto.

§ 15.07. All reports, requests or notices which are required by any other provision of this Indenture to be transmitted in accordance with the provisions of this § 15.07, shall be transmitted by mail, first class postage prepaid:

(a) to all registered owners of Bonds, as the names and addresses of such owners appear upon the registration books provided for in § 2.04; and

(b) to such holders of Bonds as have, within the two years preceding such transmission, filed their names and addresses with the Trustee for that purpose.

§ 15.08. The Trustees and any paying agent may each acquire and hold Bonds and coupons and otherwise deal with the Company in the

same manner and to the same extent and with like effect as though they were not Trustees or paying agents hereunder.

§ 15.09. (a) Hord W. Hardin, one of the parties to this Indenture, has been joined as Individual Trustee hereunder so that if, by any present or future law in any jurisdiction in which it may be necessary to perform any act in the execution of the trusts hereby created, Bankers Trust Company, as Trustee, or its successor or successors, may be incompetent or unqualified to act as such Trustee, then all the acts required to be performed in such jurisdiction, in the execution of the trusts hereby created, shall and will be performed by said Individual Trustee, or his successor or successors acting alone.

(b) Anything herein to the contrary notwithstanding, the Individual Trustee and his successors shall act and be such, subject to the following conditions and provisions, namely:

(1) The Bonds shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the Trustees, or either of them, in respect of the custody, control and management of moneys, papers or securities, shall be exercised solely by said Bankers Trust Company, or its successor as Trustee hereunder;

(2) No power shall be exercised hereunder by the Individual Trustee except jointly with the Trustee, except in the respects specifically provided in this Indenture or in any indenture supplemental hereto, and 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 the Individual Trustee.

(c) If at any time or times it shall be necessary or prudent in order to conform to any law of any state in which the Company shall at the time hold any property subject to the lien hereof, or the Trustees shall be advised by counsel, satisfactory to them, that it is so necessary or prudent in the interest of the Bondholders, or the holders of more than 50% in principal amount of Bonds at the time outstanding shall in writing so request the Trustee and the Company, the Trustees