

Upon the appointment of any new trustee hereunder, it shall be the duty of the Company to execute a certificate of such appointment under its corporate seal, and to cause the same to be recorded in the same manner as this indenture shall have been recorded.

If at any time or times it shall be necessary in order to conform to any law of any state in which the Company now holds, or at any time hereafter shall hold any property subject to the lien hereof, or the Corporate Trustee shall be advised by counsel, satisfactory to it, that it is so necessary or prudent in the interest of the bondholders, or a majority in amount of the bondholders shall in writing request the Corporate Trustee and the Company, the Trustees and the Company shall execute and deliver all instruments and agreements necessary or proper to constitute another 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 of the property subject to the lien hereof, jointly with the Trustees originally named herein or any successor or successors or to act as separate trustee or trustees of any such property.

Every additional trustee hereunder shall, to the extent permitted by law, be appointed and act and in the Individual Trustee and his successors in the trust shall act and be, subject to the following provisions and conditions namely:

(1) The bonds shall be certified and delivered and all powers, duties, obligations and rights conferred upon the Corporate Trustee, including the custody, control and management of moneys, papers or securities shall be exercised solely by the said First Trust and Savings Bank or a trust company appointed and acting as its successor in the trust hereunder;

(2) No power given hereby to, or which is provided hereby may be exercised by, the Individual Trustee or by any such successor or additional trustee or trustees, shall be exercised hereunder by the Individual Trustee, or by such successor or additional trustee or trustees, except jointly with, or with the consent in writing of said First Trust and Savings Bank, or any trust company appointed and acting as its successor in the trust, anything herein contained to the contrary notwithstanding; and

, at (3) The Company and the First Trust and Savings Bank or its successor in the trust, at any time, by an instrument in writing executed by them jointly, may remove any such Individual Trustee or Trustees, and any successor of such Individual Trustee and any such additional trustee, and in that case, by an instrument in writing, executed by them jointly, may appoint a successor or successors to such additional trustee or trustees, anything herein contained to the contrary notwithstanding.

Any bond or other security and any resolution, certificate, opinion, conveyance, assignment, transfer, affidavit, appointment, report, statement, notice request, waiver, consent or other instrument or writing delivered solely to the First Trust and Savings Bank, or its successor in the trust, shall be deemed to have been delivered to all the Trustees hereunder as effectually as if delivered to each of them, and all notice required to be given or published and advertisements required to be made by the Trustees by any provision hereof may be given, published or made, as the case may be, by the Corporate Trustee. All cash and funds to be collected by, deposited with, or payable to the Trustee shall be received by, deposited with and paid to the Corporate Trustee. Any moneys coming into the possession of any trustee other than the Corporate Trustee shall at once be paid over to the Corporate Trustee, except such moneys, if any, as should be received by the Individual Trustee or any successor of the Individual Trustee when engaged solely and not jointly with the Corporate Trustee in the enforcement of any provision hereof upon the written request or consent of the Corporate Trustee as permitted by any provision hereof. Every payment or application of moneys required by any provision of this indenture to be made out of moneys held by the Trustees shall, when made, be made by the Corporate Trustee.

All bonds and other securities, agreements or other instruments, as well as all moneys by the terms of this indenture, to be deposited with or held by the Trustees hereunder, shall be deposited with and held by the Corporate Trustee. Any request made in writing by the Corporate Trustee to or of the Individual Trustee or any trustee appointed in succession to him or any additional trustee, shall be sufficient warrant for such other trustee to take the action so requested.

Every instrument appointing a successor or additional trustee or trustees shall refer to this indenture and the conditions in this Article XXII expressed, and upon the acceptance in writing by such successor or additional trustee or trustees, he, they or it shall be vested with the estate and property specified in such instrument, either jointly with the First Trust and Savings Bank or its successors, or separately, as may be provided, subject to all the trusts, conditions covenants and provisions of this indenture. Every such instrument shall be filed with the First Trust and Savings Bank or its successor in the trust. Said Emile K. Boisot and any of his successors in the trust and any additional trustee or trustees may, at any time, by an instrument in writing, constitute said First Trust and Savings Bank, and its successor in the trust hereunder, his, their or its attorney and agent in fact, with full power and authority to the extent which may be permitted by law to do all acts and things and exercise all discretions authorized or permitted to be done or exercised by him, them or it hereunder for and in behalf and in the name of the Trustee or Trustees executing such instrument.

All the estate, right and interest by this indenture conveyed or assigned or transferred to the Trustees are conveyed, assigned and transferred to them as joint tenants and not as tenants in common, but none of the same shall be conveyed or in any manner dealt with by the Individual Trustee unless with the written consent of the Corporate Trustee or otherwise as in this indenture expressly authorized.

In case the said Emile K. Boisot, or any additional trustee or trustees, or a successor to either of them shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such trustee, so far as permitted by law, shall vest in and be exercised by the First Trust and Savings Bank, or its successor in the trust, without the appointment of a new trustee as a successor to said Emile K. Boisot or to such additional trustee.

No successor to said Emile K. Boisot or to any additional trustee shall be appointed unless the First Trust and Savings Bank, or its successor, or the holders of