d. The Corporate Trustee or its successor in trust shall [illegible] and is hereby given the power at any time by an instrument in writing duly executed by its president or vice-president, and under its corporate seal to remove said E. B. Stoffel or his successor from its position as Co-Trustee hereunder. In case of the death, resignation, removal, incapacity or inability to act hereunder, of E. B. Stoffel, or his successor as Co-Trustee, any bank or trust company organized of the United States of America, may be appointed Co-Trustee hereunder by the person who shall at the time be the President of the trust company or bank then acting as Corporate Trustee hereunder by an instrument in writing duly acknowledged and filed for record in each place where this Indenture shall have been recorded. In the event a vacancy occurs in the office of the Co-Trustee either by reason of resignation, removal, incapacity (inability to act, and no successor to his is appointed pursuant to the foregoing provisions within sixty (60) days after such vacancy occurs, the Corporations or the holders of a majority in amount of the bonds then outstanding may appoint a successor in the same manner as is provided for the appointment of a successor to the Corporate Trustee in Section 10.13 of this Article.

ARTICLE ELEVEN

DEFEASANCE AND DISCHARGE

Section 11.01. If the Corporations shall pay the principal and interest payable upon all the Bonds and coupons outstanding under this Indenture, or, if when all of the Bonds shall have become due and payable or shall have been duly called for redemption and the required notices of redemption given, they shall have provided for such payment by depositing with the Trustee the entire amount due thereon for principal and interest and shall also pay or provide all other sums payable hereunder by the Corporations, and shall keep and perform all the things herein required to be kept and performed by them, then all the trust estate hereby conveyed or assigned, and then subject hereto, shall revert to the Corporations or other parties or persons entitled thereto according to their respective interests, and the estate, right, title and interest of the Trustees hereunder in respect thereof shall thereupon cease and determine; and, in such case, the Trustees, on demand of the Corporations and at their cost and expense, shall, upon cancellation and surrender to the Trustees of all bonds and coupons for which money is not deposited with the Trustees, as aforesaid, execute and deliver to the Corporations proper instruments acknowledging satisfaction and release of this Indenture and any and all proper instruments necessary to revest the trust estate and all parts thereof in the Corporations and any other parties or persons according to their respective interests, free from the lien hereof.