

aggregating at least \$10,000,000, if there be such a bank or trust company willing and able to accept such trust upon reasonable and customary terms.

In case the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect specified in Section 9.07.

SECTION 9.13. *Successor Trustee by Merger, etc.* Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any state or national bank or trust company in any manner succeeding to the corporate trust business of the Trustee as a whole or substantially as a whole, if eligible as provided in Section 9.12, shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything to the contrary contained herein notwithstanding.

SECTION 9.14. *Co-Trustees.* At any time, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Company and the Trustees jointly shall have the power and shall execute and deliver all instruments, to appoint one or more Persons approved by the Trustees, to act as Co-Trustee, or Co-Trustees, jointly with the Trustees, or Separate Trustee or Separate Trustees, of all or any part of the Trust Estate, and to vest in such Person or Persons, in such capacity, such title to the Trust Estate or any part thereof, and such rights, powers, duties, trusts or obligations as the Company and the Trustees may consider necessary or desirable. If the Company shall not have joined in such appointment within 15 days after the receipt by it of a request so to do, or in case an Event of Default shall have occurred and be continuing, the Trustees alone shall have power to make such appointment.

SECTION 9.15. *Changes in Payment Agreement or Assignment.* The Trustee will not modify, amend or supplement the Payment Agreement or the Assignment, except with the consent of the holders of at least 66 $\frac{2}{3}$ % in aggregate principal amount of the Bonds at the time outstanding.