

TITLE TO REAL ESTATE

to the contrary notwithstanding, if such company shall be authorized by law to act as such trustee.

§12.05. In case any of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any successor to the Trustee may adopt the certificate of the original Trustee or of any successor to it as Trustee hereunder and deliver the bonds so authenticated, and in case any of the said bonds shall not have been authenticated, any successor to the Trustee may authenticate such bonds either in its own name, or, if it shall be acting as such successor by virtue of a conversion, merger or consolidation, in the name of its predecessor; and in all such cases, such certificate shall have the full force which it is anywhere in said bonds or in this Indenture provided that the certificate of the Trustee shall have.

§12.06. Every successor Trustee, upon request of the Company, shall execute, acknowledge and deliver to the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Company, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all property and moneys held by it to its successor. Should any deed, conveyance or instrument in writing from the Company be required by any successor Trustee for more fully and certainly vesting in such Trustee the estate, rights, powers and trusts hereby vested or intended to be vested in the predecessor Trustee, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company. The resignation of any Trustee, and the instrument or instruments removing any Trustee and appointing a successor Trustee hereunder, together with all deeds, conveyances, and other instruments provided for in this §12.06 shall, if the Company, so requests, be forthwith filed for record in each place where this Indenture shall then be required to be recorded, at the expense of the Company, unless due to any conversion, merger or consolidation of the Trustee in which case such expense shall be borne by the Trustee.

§12.07. (a) If at any time or times in order to conform to any legal requirement or otherwise it shall be desirable in the opinion of the Company to have an additional trustee or trustees as co-trustee or co-trustees hereunder, either individual or corporate, or if the holders of at least a majority in principal amount of the bonds then outstanding shall in writing so request, the Trustee shall, subject to the approval of the Company, select such co-trustee or co-trustees, and the Trustee and the Company shall unite in appointing such co-trustee or co-trustees, of all or any of the property or cash (if any) at the time subject hereto, jointly with the Trustee originally named herein, or its successor or successors, or to act as a separate trustee or trustees hereunder or of any of such property or cash and in either case with such of the rights, powers, duties and obligations hereby conferred or imposed upon the Trustee as shall be stated in such instrument of appointment, the same to be exercised either jointly with the Trustee or separately as such instrument may prescribe, and the Company hereby irrevocably appoints the Trustee its agent, without any further act by the Company (whenever during the continuance of an Event of Default as defined in §7.02 the Company shall not within thirty (30) days after request by the Trustee join with it in any such appointment) to appoint any such additional trustee or co-trustee and to execute, deliver and perform any and all instruments and agreements necessary or proper in connection therewith. Upon such appointment and upon the recording of the instrument of appointment wherever this Indenture is required by law to be recorded, the title of the Trustee in any and all the trust estate shall immediately, and without further evidence of transfer, vest in such co-trustee or co-trustees either jointly with the Trustee or separately according to the terms of such appointment, but the Trustee and/or the Company shall nevertheless execute, acknowledge and deliver to such co-trustee or co-trustees such conveyances and transfers as may be proper to vest or confirm said estate in the co-trustee or co-trustees. Any co-trustee may resign or be removed in the same manner provided as to the original Trustee, or he or it may be removed by the then Trustee hereunder; and any vacancy in the office of co-trustee may be filled in the manner above provided for the appointment of the original co-trustee or co-trustees, or, if it is not then desirable to fill the vacancy, the vacancy need not be filled. All the immunities provided by this Indenture in respect of the Trustee shall apply to each and every co-trustee, and neither the Trustee nor any co-trustee shall be liable for any default or act of omission or commission of any other Trustee or co-trustee.

(b) If a co-trustee, individual or corporate, be appointed, then to the extent permitted by law, the powers and duties conferred upon the Trustee hereunder shall nevertheless be exercised and performed by the Trustee along, even after the maturity of the bonds or after the Trustee shall under the provisions hereof have become entitled to enter upon the mortgaged premises; but the co-trustee shall upon appointment receive and hold title to the trust estate jointly with the Trustee, and in case the Trustee shall be reason of the law of any jurisdiction in which the