

and lawful attorney in fact with full power and authority, in so far as permitted by law, either in the name and on behalf of the Individual Trustee or of the Trustees jointly, to exercise any and all rights or powers conferred upon the Individual Trustee alone, or upon the Trustees jointly, by any of the provisions of this Indenture, but subject to the duties imposed by this Section 16.13 upon the Individual Trustee, hereby ratifying and confirming all and singular the acts and things lawfully done by the Corporate Trustee by virtue of this power of attorney, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Corporate Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, power, duties and obligations shall be exercised and performed by the Individual Trustee alone, notwithstanding any other provision of this Indenture naming the Corporate Trustee or both Trustees as the person or persons to act.

In case the Individual Trustee shall die, become unqualified or incapable of acting, resign or be removed, all rights of the Individual Trustee, and all right, title and interest of the Individual Trustee in and to the Mortgaged and Pledged Property, shall, so far as permitted by law, vest in and be exercised by the Corporate Trustee, unless and until a successor Individual Trustee shall be appointed in the manner provided in this Article 16.

Section 16.14. If at any time or times, for the purposes of conforming to any legal requirements, restrictions or conditions in any state or jurisdiction in which any part of the Mortgaged and Pledged Property then or to become subject to the Lien of this Indenture may be located, or if the Corporate Trustee shall be advised by counsel satisfactory to it, that it is necessary or prudent in the interest of the Bondholders, or if the Holders of a majority in principal amount of the then Outstanding Bonds shall in writing reasonably request the Corporate Trustee and the Company, the Company and the Trustees or the Corporate Trustee shall have power to appoint, and, upon the request of the Trustees or the Corporate Trustee, the Company shall for such purpose join with the Trustees or the Corporate Trustee in the execution, delivery and performance of, all instruments and agreements necessary or proper to appoint another corporation having the qualifications specified in Section 16.01 hereof or one or more persons approved by the Trustees or the Corporate Trustee, either to act as separate trustee or trustees jointly with the Trustees or the Corporate Trustee, with respect to all or any of the property subject to the Lien of this Indenture, or to act hereunder as co-trustee or co-trustees with respect to any such property, with such power and authority and for such term as may be necessary or prudent for such purpose and as shall be specified in the instrument of appointment. In the event that 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 or the Corporate Trustee alone may act under the foregoing provisions of this Section 16.14 without the concurrence of the Company; and the Company hereby fully empowers the Trustees, and each of them, so to act and appoints the Trustees, and