

Every successor trustee hereunder shall be a bank or a trust company having an office in the Borough of Manhattan in the City of New York and having paid up capital and surplus aggregating not less than \$5,000,000, unless there be no such bank or trust company full authorized and qualified and willing to discharge the duties of trustee hereunder.

In at any time or times in order to conform to any legal requirement the Company or the Trustee shall so request, the Company and the Trustee shall have power to appoint and shall unite in the execution and delivery of all instruments and performance of all acts necessary or proper to appoint some bank or trust company or one or more persons, approved by the Trustee, as additional trustee or trustees, either to act as co-trustee or co-trustees of all or any of the property at the time subject to the lien hereof, jointly with the Trustee originally named herein, or its successor or successors, or to act as a separate trustee or trustees of any of such property 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 Section 2 of Article Five hereof the Company shall not within thirty 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.

Any new trustee appointed hereunder shall execute, acknowledge and deliver to its or his co-trustee or co-trustees, if any, and also to the Company and to the retiring trustee, an instrument accepting such appointment hereunder and, thereupon such new trustee, without any further act, deed or conveyance, shall become fully vested with all of the properties, interests, rights, powers, trusts, duties and obligations of his or its predecessor in the trust or, if a co trustee hereunder, with all such thereof as shall be described or set forth in the instrument of its or his appointment, with like effect as if originally named as trustee herein and hereby vested with the same properties, interests, rights, powers, trusts, duties and obligations; but any trustee ceasing to act shall, nevertheless, on the written request of the Company, or of the new trustee, execute and deliver an instrument transferring to such new trustee, or to such new trustee and its or his co-trustee, upon the trusts herein expressed, all of the properties, interests, rights, powers and trusts of the trustee so ceasing to act and shall duly assign, transfer and deliver all property and moneys held by or for the account of such trustee to the new trustee. Should any deed, conveyance, mortgage or other instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such properties, interests, rights, powers and duties, or any thereof, any and all such deeds, conveyances, mortgages and other instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

Any trustee or trustees hereunder may, so far as may be lawful, at any time, by an instrument in writing, constitute any other trustee hereunder its, his or their agent and attorney in fact, with power and authority, to the full extent which may be permitted by law, to do all acts and things and exercise all