alone or in conjunction with the Corporate Trustee. The Individual Trustee may delegate to the Corporate Trustee, or its successor in trust, the exercise of any power, whether discretionary or not, conferred by this Indenture. Any and all powers and duties conferred upon the Trustees or upon the Corporate Trustee or upon the Individual Trustee under this Indenture, may be exercised and performed by the Corporate Trustee either alone or in conjunction with the Individual Trustee or by the Individual Trustee either alone or in conjunction with the Corporate Trustee.

At any time or times in order to conform to any legal requirement in any state in which any part of the property then subject to this Indenture shall be located, the Corporate Trustee shall have power to appoint, and, upon the request of the Corporate Trustee the Corporation and the Individual Trustee or his successor shall for such purpose join with the Corporate Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another corporation or one or more persons either to act as separate trustee or trustees or co-trustee or co-trustees jointly with the Trustees of all or any part of the property subject to the lien hereof.

The Individual Trustee named herein, every separate trustee, every co-trustee, and every successor trustee shall, to the extent permitted by law, be subject to the following provisions and conditions, namely:

(1) The bonds secured hereby shall be authenticated and delivered by The Mechanics & Metals National Bank of The City of New York or a trust company or bank appointed or acting as its successor in the trust hereunder;

(2) No power shall be exercised hereunder by the Individual Trustee or his successor in trust or any separate trustee or co-trustee except jointly with the consent in writing of The Mechanics & Metals National Bank of The City of New York or any trust company or bank which may have been appointed or be acting as its successor in the trust; and

(3) The Mechanics & Metals National Bank of The City of New York or its successor in trust, may at any time accept the resignation of, or by an instrument in writing remove, an Individual Trustee or any other separate trustee or co-trustee, and may likewise in like manner appoint a successor to such Individual Trustee or its successor or any other separate trustee or co-trustee, so resigning, or so removed, anything herein to the contrary notwithstanding.

Any notice, request or other writing, by or on behalf of the holders of the bonds delivered solely to The Mechanics & Metals National Bank of The City of New York at its principal office or to its successor in the trust, shall be deemed to have been delivered to all of the then Trustees as effectually as if delivered to each of them. Every instrument appointing any trustee or trustees other than a successor to The Mechanics & Metals National Bank of The City of New York shall refer to this Indenture and the conditions of this Article expressed, and upon the acceptance in writing by such trustees, he, it or they shall be vested with the estates or property specified in such instrument, either jointly with The Mechanics & Metals National Bank of The City of New York or its successor, or separately, as may be provided, subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with The Mechanics & Metals National Bank of The City of New York at its principal office or with its successor in the trust. The Individual Trustee or his successor in trust or any separate trustee or co-trustee may at any time by an instrument in writing constitute The Mechanics & Metals National Bank of The City of New York or its successor in the trust hereunder his, its or their agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things, and exercise all discretion authorized or permitted by him, it or them, for and in behalf of him, it or them, and in his, its or their name.