

situated, and as such trustee shall possess such powers and such powers only as maybe necessary to comply with such requirements. In case, by reason of the repeal or removal of such requirements or for any other reason, it shall not be necessary that one of the Trustees shall be a natural person or a resident of any particular state, then on the demand of the Corporate Trustee, or of any corporation appointed as its successor hereunder, the said Individual Trustee, or any successor to him in the trust theretofore appointed, shall resign as such Trustee, by writing duly acknowledged for record and delivered to said Corporate Trustee or its successor, and thereupon all powers of said Individual Trustee, or his successor shall terminate, as shall his or his successors right, title and interest in and to the mortgaged premises.

Every instrument appointing a successor to any individual trustee shall refer to this indenture, and the conditions in the Article Eleventh expressed, and upon the acceptance in writing by such predecessor he shall be vested with the estates and property specified in such instrument, either jointly with the Corporate Trustee or its successors, or separately, as may be provided, subject to all the trusts, conditions and covenants of this indenture.

The Individual Trustee herein named, and any of his successors in the trust, at any time by an instrument in writing, may constitute the Corporate Trustee and its successors in the trust hereunder his agent and attorney-in-fact, with full authority and power to do all acts and things and exercise all discretions hereunder for and in behalf and in the name of the trustee executing such instrument.

In case the said Individual Trustee herein named or his successor shall die, resign, or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of the Trustees hereunder, so far as permitted by law, shall vest in and be exercised by the Corporate Trustee or its successor in the trust, without the appointment of any trustee or successor to said Individual Trustee; and no successor to said Individual Trustee shall be appointed unless such appointment shall be necessary or prudent for the protection of the holders of the bonds secured hereby, or unless the Corporate Trustee or the holders of a majority of the aggregate principal amount of bonds secured hereby shall deem such appointment expedient for any cause.

ARTICLE TWELFTH.
Miscellaneous
Provisions.

All covenants
inure to suc-
cessors of
Telephone
Company.

Section 1. All the covenants, stipulations, promises and agreements in this indenture contained, by or in behalf of the Telephone Company, shall bind and inure to the benefit of, its successors and assigns, whether so expressed or not.

No rights here
under except to
Telephone Company
and Trustees and
bondholders.

Section 2. Nothing in this indenture expressed or implied is intended or shall be construed to give to any person or corporation other than the Telephone Company, the Trustees and the holders of the bonds and interest obligations hereby secured, any legal or equitable right,