

COMPARED

SECTION 39. The Co-Trustee may be removed at any time by an instrument in writing signed by the person who shall at the time be the President of the Trust Company then acting as Trustee hereunder and duly acknowledged and filed for record in the City of Grand Rapids, Michigan. In the event of the death, removal, resignation or incapacity to act of the Co-Trustee, a successor Co-Trustee may be appointed by the person who shall at the time be the President of the Trust Company then acting as Trustee hereunder by an instrument in writing duly acknowledged and filed for record in each place where this Indenture shall have been recorded. Every successor Co-Trustee shall be an individual who is an officer of the Trust Company then acting as Trustee hereunder.

SECTION 40. If for any reason, either of fact or law, or both, the Trustee, or any successor to the Trustee shall not now or hereafter be authorized or qualified under the laws of the State of Oklahoma, to administer the trusts hereby created and to exercise the rights and powers herein sought to be conveyed to and conferred upon it, then and in that event the entire estate, title, rights and powers herein sought to be conveyed jointly to the Trustees, with reference to the property in such State, shall be vested in and conferred upon the said Co-Trustee or his successor, as sole Trustee; and if by any present or future law in any jurisdiction in which it may be necessary to perform any act not in execution of the trusts hereby created, the Trustee may be incompetent or disqualified or unable or unwilling to act as such Trustee or to qualify so to act, then all of the acts required to be performed in such jurisdiction in execution of the trusts hereby created may be performed by said Co-Trustee, or his Successor, as Trustee, acting alone. Any request in writing to the Co-Trustee or his successor by the Trustee or by any trustee appointed in succession to it, shall be sufficient warrant for said Co-Trustee taking such action as may be so requested, and shall relieve him of all liability in the premises.

SECTION 41. Every successor Trustee and successor Co-Trustee appointed hereunder, shall execute, acknowledge and deliver to its or his predecessor and also the Corporation, and instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee, or Co-Trustee, without any further note, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its or his predecessor; but such predecessor shall, nevertheless, on the written request of the Corporation, or of its or his successor, execute and deliver an instrument transferring to such successor Trustee or Co-Trustee, all the estate, 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 Corporation be required by any successor Trustee or Co-Trustee for more fully and certainly vesting in such Trustee or Co-Trustee the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor Trustee or Co-Trustee, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Corporation. The resignation of any Trustee or Co-Trustee, and the instrument or instruments removing any Trustee or Co-Trustee and appointing a Successor Trustee or Co-Trustee hereunder, together with all deeds, conveyances and other instruments provided for in this Article shall, at the expense of the Corporation, be forthwith filed for record in the County or counties where said mortgaged premises, or any part thereof, are located.

SECTION 42. The Trustees may raise and borrow money on the security of the trust estate, or any part thereof, for the purpose of paying off or discharging any mortgage or charge for the time being charged on the trust estate; or any part thereof, in priority to this indenture. The Trustees may raise and borrow such moneys as aforesaid at such rate of interest and generally on such terms and conditions as the Trustees shall think fit, and may