

Trustee, without any further act, 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 Company, execute and deliver an instrument transferring to such successor Trustee or Co-Trustee all the estates, properties, rights, powers, and trusts of such predecessor hereunder; and every predecessor Trustee or Co-Trustee shall deliver all securities and moneys held by it or him to its or his successor; provided, however, that before any such delivery is required or made, all fees, advances and expenses of the retiring or removed Trustee or Co-Trustee shall be paid in full. Should any deed, conveyance or instrument in writing from the Company be required by any successor Trustee or Co-Trustee for more fully and certainly vesting in such Trustee or Co-Trustee the estates, 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 Company. 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 be forthwith filed for record by the Company in the county or counties wherein the mortgaged property or properties are located.

SECTION 9.08. Any corporation into which the Trustee, or any successor to it in the trusts created by this indenture, may be merged or converted or with which it, or any successor to it, may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee, or any such successor to it, shall be a party, shall, if satisfactory to the Company, be the successor Trustee under this indenture without the execution or filing of any paper or other act on the part of any of the parties thereto, anything herein to the contrary notwithstanding.

SECTION 9.09. The Co-Trustee or any successor, in so far as permitted by law, may delegate to the Trustee, or any successor, the exercise of any power, discretionary or otherwise, conferred by any