

of the provisions of this indenture. The Co-Trustee has been joined as trustee in order to comply with any legal requirements respecting trustees under mortgages or deeds of trust of property in the states, or some of them, in which the mortgaged property or part thereof are or may be situated, and shall as such trustee possess such powers, and such powers only, as may be necessary to comply with such requirements.

Any rights, powers, duties and obligations by any provisions of this indenture conferred or imposed upon the Trustees or either of them shall be conferred or imposed upon and exercised or performed by the Trustee alone without reference to the Co-Trustee, and the Co-Trustee hereby irrevocably constitutes and appoints the Trustee his true and lawful attorney-in-fact with full power and authority in so far as permitted by law, either in the name and on behalf of the Co-Trustee or of the Trustees jointly, to exercise any and all rights or powers conferred upon the Co-Trustee alone, or upon the Trustees jointly, by any of the provisions of this indenture, with full power of substitution and revocation, hereby ratifying and confirming all and singular the acts and things lawfully done by the Trustee or any substitute by virtue of this power of attorney, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Co-Trustee with like effect in each and every case as though this indenture were originally entered into between the party of the first part and the Co-Trustee, as sole trustee.

#### ARTICLE TEN.

##### POSSESSION UNTIL DEFAULT AND DEFEASANCE.

SECTION 10.01. Unless an event of default as defined in Section 7.02 hereof shall have occurred and be continuing, or the Company shall have failed to pay interest on any bonds outstanding hereunder when and as such interest becomes due in accordance with the provisions of the bonds (without regard to whether such nonpayment of interest shall have become an event of default as defined in said Section 7.02