

lien of this Indenture, (a) may delegate to the Corporate Trustee the exercise of any power, discretionary or otherwise, conferred by the provisions of this Indenture, and (b) hereby makes, constitutes and appoints Manufacturers Trust Company, the Corporate Trustee, his true and lawful attorney for him and in his name, or in the name of the Corporate Trustee, to do and perform all acts necessary or proper in the execution and prosecution of the duties of the Trustees hereunder in as full and ample a manner as he might do personally.

SECTION 11.14. If at any time it shall be desirable in the opinion of the Company or the Corporate Trustee to have an additional trustee or trustees as co-trustee or co-trustees hereunder, either individual or corporate, or if the holders of at least a majority in principal amount of the bonds then outstanding shall in writing so request, the Corporate Trustee shall, subject to the approval of the Company, which approval the Company shall not unreasonably withhold, select such co-trustee or co-trustees, and the Trustees and the Company shall unite in appointing such co-trustee or co-trustees of all or any of the property or cash (if any) at the time subject hereto, jointly with the Trustees originally named herein, or their successor or successors, or to act as a separate trustee or trustees hereunder or of any of such property or cash, and in either case with such of the rights, powers, duties and obligations hereby conferred or imposed upon the Trustees or either of them as shall be stated in such instrument of appointment, the same to be exercised either jointly with the Trustees or separately as such instrument may prescribe, and the Company hereby irrevocably appoints the Corporate Trustee its agent, without any further act by the Company, at any time during the continuance of an event of default to select and appoint any such additional trustee or co-trustee and to execute, deliver and perform any and all instruments and agreements necessary or proper in connection therewith. Upon such appointment and upon the recording of the instrument of appointment wherever this Indenture is required by law to be recorded, the title of the Trustees in any or all of the mortgaged property shall immediately, and without further evidence of transfer, vest in such co-trustee or co-trustees either jointly with the Trustees or