

instrument from the Company be required by such successor for more fully and certainly vesting in and confirming to such successor such estates, properties, rights, powers and trusts, then on request all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered by the Company.

(c) Any successor to the Trustee, however appointed, shall always be a bank or trust company, having a combined capital, surplus and undivided profits (as shown by its most recent financial statement distributed to its shareholders) aggregating at least \$20,000,000 and a principal office in the City of Chattanooga, Tennessee, which is duly authorized to act as a trustee therein, if there shall be such a bank or trust company willing and legally qualified to accept and perform the trusts and duties mentioned herein upon reasonable or customary terms.

(d) Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation or conversion to which it shall be a party, shall be the successor to the Trustee without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 8.4. Separate and Co-Trustees. (a) If at any time, for the purpose of conforming to any legal requirements, restrictions or conditions in any jurisdiction in which any part of the Trust Estate may be located, the Trustee shall deem it necessary or prudent in the interest of the holders of the Bonds then outstanding so to do, the Trustee shall have the power to appoint, by written instrument, one or more persons to act as separate trustees or co-trustees under this Indenture; and any such person shall be such separate trustee or co-trustee, with such powers and duties as shall be specified in such instrument. If the Trustee shall request the Company to do so, the Company shall for such purpose join with the Trustee in the execution, delivery and performance of such instrument, but the Trustee shall have the power to make such appointment without making such request.

(b) Every separate trustee and co-trustee shall, to the extent permitted by law, be subject to the following terms and conditions:

(1) The rights, powers, duties and obligations conferred or imposed upon such separate or co-trustee