

newspaper of general circulation published in the Borough of Manhattan in the City of New York.

(g) The Trustee may consult with counsel and shall be protected in any action taken or suffered by it in good faith and in accordance with the opinion of its counsel.

§7.02. The Trustee or any trustee or trustees hereafter appointed may be removed at any time by an instrument or concurrent instruments in writing signed by the holders of a majority in principal amount of the bonds hereby secured and then outstanding.

§7.03. In case at any time the Trustee or any trustee or trustees hereafter appointed shall resign, or shall be removed or be dissolved or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in principal amount of the bonds hereby secured and then outstanding, by an instrument or concurrent instruments in writing signed by such bondholders or by their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared, that in case at any time there shall be a vacancy in the office of the Trustee hereunder, the Company by instrument executed by order of its Board of Directors may appoint a Trustee to fill such vacancy until a new trustee shall be appointed by the bondholders as herein authorized. The Company shall publish notice of any such appointment by it made once in each week for four consecutive weeks in a daily newspaper of general circulation published in the Borough of Manhattan in the City of New York; and any new trustee appointed by the Company shall immediately and without further act be superseded by a Trustee appointed by the bondholders in the manner above specified, provided that such appointment be made prior to the expiration of one year from the date of the first publication of such notice. Every such Trustee appointed by the bondholders or by the Company shall always be a national bank or a New York bank or trust company in good standing in the City of New York having a capital, surplus and undivided profits aggregating not less than ten million dollars, if there be such a bank or trust company willing and able to accept the trust upon reasonable or customary terms.

Any new trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office and to its or his co-trustee, if any, and also to the Company, an instrument accepting such appointment hereunder; and thereupon such new 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 predecessor in trust hereunder with like effect as if originally named as Trustee herein; but the Trustee ceasing to act shall nevertheless, on the written request of the Company or of the new trustee, and at the cost and expense of the Company, execute any and every instrument necessary or convenient to transfer to such new trustee, upon the trusts herein expressed, all the estates, properties, rights, powers and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver all property and moneys held by such Trustee to the new trustee. Should any deed, conveyance or other instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall on request be executed, acknowledged and delivered by the Company.

§7.04. If at any time or times, in order to conform to any legal requirement, the Trustee shall so request, the Company and the Trustee shall unite in the execution and performance of any and all instruments and agreements necessary or proper to appoint another trust company, or one or more persons approved by the Trustee, either to act as co-trustee or co-trustees of all or any of the property subject to the lien hereof, jointly with the Trustee originally named herein or its successor or successors, or to act as separate trustee or trustees of any such property.

§7.05. Every successor trustee and every additional trustee hereunder, other than any bank or trust company which may be appointed as successor to the Trustee herein named, shall, to the extent permitted by

law, be appointed subject to the following provisions and conditions, namely:

(1) The bonds secured hereby shall be authenticated and delivered, and all powers, duties, obligations and rights conferred upon the said trustee in respect of the custody of all pledged bonds or other obligations and cash, shall be exercised solely by the Trustee herein named, or a bank or trust company appointed and acting as its successor in the trust hereunder;

(2) No power shall be exercised hereunder by such successor or additional trustee or trustees except jointly with the consent in writing of the Trustee herein named or any bank or trust company which may have been appointed and be acting as its successor in the trust; and

(3) The Company and the Trustee herein named, or its successor in the trust, at any time, by an instrument in writing executed by them jointly may remove any such other trustee or trustees, and by an instrument in writing executed by them jointly may appoint a successor or successors to such other trustee or trustees, anything herein contained to the contrary notwithstanding.

Any notice, request or other writing by or on behalf of the bondholders delivered solely to the Trustee herein named, or its successor in the trust, shall be deemed to have been delivered to all such trustees as effectually as if delivered to each of them.

Every instrument appointing a successor or additional trustee or trustees shall refer to this Indenture and the conditions in this Article expressed, and upon the acceptance in writing by such successor or additional trustee or trustees, he, they or it shall be vested with the estates and property specified in such instrument, either jointly with the Trustee herein named, or its successor, or separately as may be provided, subject to all the trusts, conditions, covenants and provisions of this Indenture. Every such instrument shall be filed with the Trustee herein named, or its successor in the trust.

Any additional trustee or trustees may at any time by an instrument in writing constitute the Trustee herein named, and its successor in the trust hereunder, his, their or its agent or attorney in fact with full power and authority, to the extent which may be permitted by law, to do all acts and things and exercise all discretions authorized or permitted by him, them or it for and in behalf and in the name of the trustee or trustees executing such instrument.

In case any additional trustee or trustees or a successor to either of them, shall die, become incapable of acting, resign, or be removed, all the estates, property, rights, powers, trusts, duties and obligations of the said trustee, so far as permitted by law, shall vest in and be exercised by the Trustee herein named, or its successor in the trust, without the appointment of a new trustee as successor to such additional trustee.

No successor to any additional trustee shall be appointed unless such appointment shall be necessary for the full protection of the bondholders hereunder, nor unless the Trustee herein named, or its successor, or the holders of a majority in amount of the bonds hereby secured, shall deem such appointment expedient for any cause.

§7.06. Any bank or trust company into which the Trustee herein named or its successor may be merged or converted, or with which it may be consolidated, or resulting from any merger or consolidation to which the Trustee herein named or a successor to it shall be a party, shall be the successor of such Trustee hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything elsewhere herein to the contrary notwithstanding; provided, however, that such bank or trust company shall always be a national bank or a New York bank or trust company in good standing in the City of New York having a capital, surplus and undivided profits aggregating not less than ten million dollars.

In case any of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered by the Trustee herein named