

shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustees or either of them simultaneously with the creation of the creditor relationship with the Company arising from making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation.

(5) The term "Company" means any obligor upon the Bonds.

Section 16.10. (A) If the Trustees or either of them has or shall acquire any conflicting interest, as defined in this Section 16.10, the Trustees, or either of them, as the case may be, shall within 90 days after ascertaining that there is such conflicting interest, either eliminate such conflicting interest or resign in the manner and with the effect hereinafter specified in this Article 16.

(B) In the event that the Trustees or either of them shall fail to comply with the provisions of the preceding subdivision **(A)** of this Section 16.10, such Trustee shall within ten days after the expiration of such 90 day period transmit notice of such failure to the Bondholders, in the manner and to the extent provided in subdivision **(C)** of Section 8.03 hereof with respect to reports pursuant to subdivision **(A)** of Section 8.03 hereof.

(C) For the purposes of this Section, the Trustees or either of them, as the case may be, shall be deemed to have a conflicting interest if:

(1) the Trustees, or either of them, are, together or individually, trustees under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding unless such other indenture is a collateral trust indenture under which the only collateral consists of Bonds issued under this Indenture; provided, however, that there shall be excluded from the operation of this clause (1) any indenture under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that trusteeship under this Indenture and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify the Trustees or either of them from acting as such under this Indenture or such other indenture or indentures;

(2) the Trustees or either of them or any of the directors or executive officers of the Trustees, or either of them, as the case may be, are an obligor upon the Bonds or an underwriter for the Company;

(3) the Trustees or either of them directly or indirectly control or are directly or indirectly controlled by or are under direct or indirect common control with the Company or an underwriter for the Company;