

Section 3. Consent of Bondholders. Whenever the consent of bondholders is required for any proposed change, modification, addition, elimination or subordination of the Trust Indenture or otherwise, the Trustee may cause a copy of the same to be mailed to the owner of each recorded outstanding bond at the address, if any, shown on the register. The Trustee shall be entitled to treat the failure of any bondholder to reply within thirty (30) days after mailing of notice of the same as an assent or rejection, as indicated in the notice, of the proposed action specified in the notice. The Trustee shall be the sole judge of the validity and regularity of all assents filed under this section, and may require evidence satisfactory to it that the signer of such assent is lawfully entitled to execute the same.

ARTICLE XII.

RELEASE OF MORTGAGED PROPERTY

Upon the written request of Issuer, pursuant to a resolution of the governing body, the Trustee may, from time to time, so long as the Issuer shall not be in default, release from the lien hereof any of the real or personal property covered hereby, when in its judgement, based upon the certificate of some disinterested person selected by the Trustee for purpose of investigating the question, other property of equal value is substituted therefore and subjected to the lien hereof, so that such release shall not impair the security of the bondholders, or proceeds from property released is used to retire indebtedness subject to this Indenture.

ARTICLE XIII.

RESIGNATION OR REMOVAL OF TRUSTEE

Any person serving as Trustee may resign at any time by giving written notice thereof to the Issuer and Bondholders not less than thirty days prior to the effective date of such resignation. Any Trustee may be removed at any time by act of the holders of a majority in principal amount of the bonds secured hereby that are then outstanding. The holders of a majority in principal amount of the bonds secured hereby that are then outstanding may select a Successor Trustee; if they fail to do so within thirty days of written notice of the removal or resignation of the Trustee, the Issuer shall appoint a Successor and immediately give written notice thereof to all Bondholders. Any Successor Trustee appointed in such manner shall immediately without further act or conveyance, succeed to and become vested with all the estates, trusts, assets, rights, powers and duties of the Trustee in whose place he or it shall have been appointed. The term "Trustee" means and includes the person and/or corporation named herein and any duly selected Successor Trustee; if Co-Trustees are named or acting hereunder, such term shall include both Trustees, who may agree between themselves as to the allocation of duties between them.