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the rights of the Trustee and the rights of the holders of the Bonds, by a suit or suits at law or in equity, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the foreclosure of this Indenture, or for the enforcement of any other proper legal or equitable remedy, and to proceed thereon to judgment for the whole amount due on the Bonds at the time outstanding, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the holders of the Bonds. All rights and remedies of the Trustee may be exercised without the possession of any of the Bonds.

Section 5.03. Majority of Bondholders May Control Proceedings. The holders of not less than a majority in principal amount of the Bonds at the time outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, or of exercising any trust or power hereby conferred upon the Trustee, and it shall be the duty of the Trustee, insofar as the same is consistent with law and this Indenture, to conform to and be governed by such direction. Trustee must call a Bondholders' meeting upon written request of any five bondholders. Trustee shall give notice of any Bondholders' meeting by mailing notice thereof, not less than 10 nor more than 60 days before the date fixed for the meeting, to each registered holder of a Bond at the last address of such holder appearing on the Bond register. Trustee may make such reasonable regulations as it may deem advisable for any meetings of Bondholders.

#### ARTICLE VI

##### Concerning the Trustee

The Trustee accepts the trusts created by this Indenture and agrees to perform the same; but only upon the terms and conditions hereof, including the following, to all of which the Company and the respective holders of the Bonds at any time outstanding by their acceptance thereof agree:

Section 6.01. Duties of Trustee. The Trustee undertakes, except while an Event of Default shall have occurred and be continuing, to exercise such duties and only such duties as are specifically set forth in this Indenture, and, while an Event of Default shall have happened and shall be continuing, to exercise such of the rights, powers and remedies as are vested in it by this Indenture and by law, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.