

Section 13.15. The Trustee may be removed at any time by an instrument or concurrent instruments in writing filed with the Trustee and the Company and signed and acknowledged by the holders of a majority in aggregate principal amount of the bonds then outstanding (such percentage being determined as provided in Section 1.01) or by their attorneys in fact duly authorized.

In case at any time the Trustee shall cease to be eligible in accordance with the provisions of Sections 4.08 and 13.01, then the Trustee shall resign immediately in the manner and with the effect specified in Section 13.14; and in the event that the Trustee does not resign immediately in such case, then it may be removed forthwith by an instrument or concurrent instruments in writing filed with the Trustee and either (a) signed by the President or a Vice President of the Company with its corporate seal attested by a Secretary or an Assistant Secretary of the Company or (b) signed and acknowledged by the holders of a majority in aggregate principal amount of the bonds then outstanding (such percentage being determined as provided in Section 1.01) or by their attorneys in fact duly authorized.

Section 13.16. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a vacancy shall be deemed to exist in the office of the Trustee, and a successor or successors may be appointed by the holders of a majority in aggregate principal amount of the bonds then outstanding hereunder (determined as provided in Section 1.01), by an instrument or concurrent instruments in writing signed and acknowledged by such bondholders or by their attorneys in fact duly authorized, and delivered to such new Trustee, notification thereof being given to the Company and the retiring Trustee; provided, nevertheless, that until a new Trustee shall be appointed by the bondholders as aforesaid, the Company, by an instru-

ment executed by order of its Board of Directors and duly acknowledged by its President or a Vice President, 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 made by it in the manner provided in Section 13.14. Any new Trustee appointed by the Company shall, immediately and without further act, be superseded by a Trustee appointed by the bondholders, as above provided; if such appointment by the bondholders be made prior to the expiration of one year after the first publication of notice of the appointment of the new Trustee by the Company.

If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within six (6) months after a vacancy shall have occurred in the office of Trustee, the holder of any bond outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee which has resigned or been removed shall nevertheless retain the lien upon the trust estate, including all property or funds held or collected by the Trustee as such (except funds held in trust for the benefit of particular bonds or coupons), to secure the amounts due to such Trustee as compensation, reimbursement, expenses and indemnity, afforded to it by Section 13.10 and shall retain the rights afforded to it by Section 13.11.

Section 13.17. Every Additional Trustee appointed pursuant to Section 13.18 shall, to the extent permitted by law, but to such extent only, be deemed to have been appointed subject to the following terms and conditions:

- (1) the bonds secured hereby shall be authenticated and delivered solely by the Trustee, or its successor in the trust hereunder;