

SECTION 9.05. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Trustee shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the bonds hereby secured and then outstanding, by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact duly authorized in writing; provided, nevertheless, that in any such event the Company, by an instrument executed by authority of the Board of Directors of the Company and signed by the President and the Secretary of the Company, under the corporate seal of the Company, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the bondholders in the manner above provided; and any such temporary Trustee so appointed by the Company shall immediately and without further act be superseded by the Trustee so appointed by such bondholders. Every such successor or temporary Trustee shall be a trust company or bank in good standing, having a capital and surplus of not less than Two Million Dollars (\$2,000,000), if there be such a trust company or bank willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 9.06. The Co-Trustee may resign by giving thirty (30) days' written notice to the Company and to the Trustee. The Co-Trustee may be removed at any time by an instrument in writing signed by the person who shall at the time be the president of the trust company or bank then acting as Trustee hereunder. In the event of the death, removal, resignation or incapacity to act of the Co-Trustee, a Successor Co-Trustee may be appointed by the person who shall at the time be the president of the trust company or bank then acting as Trustee hereunder, by an instrument in writing duly acknowledged.

SECTION 9.07. Every successor Trustee or Co-Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor, and also to the Company, an instrument in writing accepting such appointment hereunder, and thereupon such successor Trustee or Co-