

less against any and all liability and expenses, including counsel fees, which they may at any time incur hereunder; and the charges and expenses of the Trustees and of their counsel and all liability by them so incurred (together with interest thereon) shall be secured by the lien of this Indenture upon any money or property at any time subject hereto, prior to the bonds and coupons issued hereunder, and, if the Company shall fail, refuse, neglect or delay to pay the same promptly, payment thereof may be made from and out of any funds in the hands of the Trustees applicable thereto and/or from and out of the mortgaged property prior to any payment therefrom to or upon the order of the Company or to or on account of any of the bonds or coupons.

SECTION 11.03. The Trustees or either of them or any successor or successors hereunder may at any time resign and be discharged of the trusts created by this Indenture by executing an instrument in writing resigning such trusts, specifying the date when such resignation shall take effect, and filing the same with the Company; and, in the case of the Corporate Trustee, such instrument shall be so filed at least thirty days before such resignation is to take effect and notice of such intention to resign shall be published once in each of three successive calendar weeks in a daily newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York. Such resignation shall take effect on the day specified in such instrument, unless previously a successor trustee or trustees shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee or trustees.

SECTION 11.04. The Trustees or either of them or any successor or successors hereunder may, subject to their rights to compensation, reimbursement and indemnification herein provided for, be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of not less than seventy-five per cent. in principal amount of the bonds then outstanding and filed with the Trustees, and at any time prior to the authentication and delivery of any bonds or,