

IN CASE AT ANY TIME BANKERS TRUST & SAVINGS BANK OR ANY CORPORATE TRUSTEE HEREAFTER APPOINTED SHALL RESIGN OR BE REMOVED OR OTHERWISE BECOME INCAPABLE OF ACTING, A SUCCESSOR TO SUCH CORPORATE TRUSTEE MAY BE APPOINTED BY THE HOLDERS OF AT LEAST A MAJORITY IN AMOUNT OF THE BONDS THEN OUTSTANDING BY AN INSTRUMENT OR CONCURRENT INSTRUMENTS IN WRITING SIGNED BY SUCH BONDHOLDERS OR BY THEIR DULY AUTHORIZED ATTORNEYS IN FACT; BUT UNTIL A NEW CORPORATE TRUSTEE SHALL BE APPOINTED BY THE BONDHOLDERS AS HEREIN AUTHORIZED, THE COMPANY, BY AN INSTRUMENT IN WRITING EXECUTED BY ORDER OF ITS BOARD OF DIRECTORS, SHALL APPOINT A CORPORATE TRUSTEE TO FILL SUCH VACANCY.

AFTER ANY SUCH APPOINTMENT BY THE COMPANY, IT SHALL PUBLISH NOTICE OF SUCH APPOINTMENT ONCE IN EACH <sup>OF</sup> 2 SUCCESSIVE CALENDAR WEEKS IN ONE NEWSPAPER OF GENERAL CIRCULATION PUBLISHED IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, AND IN A SIMILAR NEWSPAPER PUBLISHED IN MENNEAPOLIS, MINNESOTA, IN EACH INSTANCE UPON ANY DAY OF THE WEEK AND IN ANY SUCH NEWSPAPER. ANY NEW CORPORATE TRUSTEE SO APPOINTED BY THE COMPANY SHALL IMMEDIATELY AND WITHOUT FURTHER ACT BE SUPERSEDED BY A CORPORATE TRUSTEE APPOINTED IN THE MANNER ABOVE PROVIDED BY THE HOLDERS OF AT LEAST A MAJORITY IN AMOUNT OF THE BONDS THEN OUTSTANDING IF SUCH APPOINTMENT BY SUCH BONDHOLDERS BE MADE PRIOR TO THE EXPIRATION OF 12 MONTHS AFTER THE COMPLETION OF THE PUBLICATION OF SUCH NOTICE. EVERY CORPORATE TRUSTEE APPOINTED UNDER THE PROVISIONS OF THIS SECTION SHALL BE A TRUST COMPANY OR BANK ORGANIZED UNDER THE LAWS OF ANY STATE OF THE UNITED STATES OF AMERICA, OR UNDER THE LAWS OF THE UNITED STATES OF AMERICA, AND HAVING A CAPITAL AND SURPLUS AGGREGATING AT LEAST \$500,000, IF THERE BE SUCH A TRUST COMPANY OR BANK WILLING AND ABLE TO ACCEPT THE TRUST ON REASONABLE AND CUSTOMARY TERMS. ANY NEW TRUSTEE APPOINTED HEREUNDER SHALL EXECUTE AN INSTRUMENT ACCEPTING SUCH APPOINTMENT HEREUNDER AND SHALL DELIVER ONE COUNTERPART THEREOF TO THE COMPANY, ONE COUNTERPART THEREOF TO THE RETIRING TRUSTEE AND ONE COUNTERPART THEREOF TO THE REMAINING <sup>CO-</sup>TRUSTEE; OR IN THE EVENT THAT BOTH TRUSTEES SHALL RETIRE AT THE SAME TIME, EACH NEW TRUSTEE SHALL EXECUTE AND DELIVER ONE COUNTERPART OF SUCH INSTRUMENT OF ACCEPTANCE TO THE COMPANY, ONE COUNTERPART THEREOF TO THE OTHER NEW TRUSTEE AND ONE COUNTERPART THEREOF TO EACH OF THE RETIRING TRUSTEES. UPON THE EXECUTION AND DELIVERY OF SUCH INSTRUMENT OR INSTRUMENTS OF ACCEPTANCE, SUCH NEW TRUSTEE OR TRUSTEES SHALL, WITHOUT ANY FURTHER ACT, DEED OR CONVEYANCE, BECOME VESTED WITH ALL THE ESTATES, PROPERTIES, RIGHTS, POWERS AND TRUSTS OF HIS, ITS OR THEIR PREDECESSOR OR PREDECESSORS IN THE TRUST HEREUNDER WITH LIKE EFFECT AS IF ORIGINALLY NAMED AS TRUSTEE OR TRUSTEES HEREIN; BUT THE TRUSTEE OR TRUSTEES RETIRING SHALL, NEVERTHE LESS, IF AND WHEN REQUESTED IN WRITING BY EITHER THE NEW TRUSTEE OR TRUSTEES OR THE COMPANY, AND UPON PAYMENT OF HIS, ITS OR THEIR LAWFUL CHARGES AND DISBURSEMENTS THEN UNPAID, IF ANY, EXECUTE AND DELIVER AN INSTRUMENT OR INSTRUMENTS CONVEYING AND TRANSFERRING TO SUCH NEW TRUSTEE OR TRUSTEES, UPON THE TRUSTS HEREIN EXPRESSED, ALL THE ESTATES, PROPERTIES, RIGHTS, POWERS AND TRUSTS OF THE TRUSTEE OR TRUSTEES SO RETIRING, AND SHALL DULY ASSIGN, TRANSFER AND DELIVER TO THE NEW TRUSTEE OR TRUSTEES SO APPOINTED IN HIS, ITS OR THEIR PLACE ALL PROPERTY AND MONEY HELD BY HIM, IT OR THEM HEREUNDER. SHOULD ANY DEED, CONVEYANCE OR INSTRUMENT IN WRITING FROM THE COMPANY BE REQUIRED BY ANY NEW TRUSTEE OR TRUSTEES FOR MORE FULLY AND CERTAINLY VESTING IN AND CONFIRMING TO HIM, IT OR THEM THE SAID ESTATES, PROPERTIES, RIGHTS, POWERS AND TRUSTS, THEN ANY AND ALL SUCH DEEDS, CONVEYANCES AND INSTRUMENTS IN WRITING SHALL, ON REQUEST OF SAID