

SECTION 101. The Trustees or either of them, or any successor or successors hereafter appointed, may be removed at any time by an instrument or concurrent instruments in writing filed with the Corporate Trustee, or a successor corporate trustee, and signed and acknowledged by the holders of a majority in principal amount of the bonds then Outstanding hereunder or by their attorneys in fact duly authorized.

In case at any time any Corporate Trustee shall cease to be an institution incorporated and doing business under the laws of the United States of America or of any State or territory or of the District of Columbia which (A) is authorized under such laws to exercise corporate trust powers and (B) is subject to supervision or examination by Federal, State, territorial or district authority or shall cease to have a combined capital and surplus of at least Two Hundred Fifty Thousand Dollars (\$250,000), then such Corporate Trustee shall resign immediately; and, in the event that such Corporate Trustee does not resign immediately in such case, then the Corporate Trustee may be removed forthwith by an instrument or concurrent instruments in writing filed with the Corporate Trustee and either (a) signed and sealed 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 principal amount of the bonds then Outstanding hereunder or by their attorneys in fact duly authorized.

SECTION 102. In case at any time any Corporate Trustee, Individual Trustee or other trustee, or any successor or successors hereafter appointed, 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 any Corporate Trustee, Individual Trustee or other trustee or of any such successor or of its or his property shall be appointed, or if any public officer shall take charge or control of any Corporate Trustee, Individual Trustee or other trustee or of any such successor or of its or his property or affairs, a successor or successors may be appointed by the holders of a majority in principal amount of the bonds then Outstanding hereunder, 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 Corporate Trustee, Individual Trustee or other trustee, notification thereof being given to the Company, and the predecessor Corporate Trustee, Individual Trustee or other trustee; provided, nevertheless, that until a new Corporate Trustee, Individual Trustee or other trustee shall be appointed by the bondholders as aforesaid, the Company, by instrument executed by order of its Board of Directors and duly acknowledged by its proper officers, shall appoint a Corporate Trustee to fill the vacancy until a new Corporate Trustee shall be appointed by the bondholders as herein authorized and may appoint an Individual Trustee or other trustee to fill the vacancy until a new Individual Trustee or other new trustee shall be appointed by the bondholders as herein authorized. The Company shall publish notice of any such appointment made by it twice in a Daily Newspaper published and of general circulation in the Borough of Manhattan, The City of New York. Any new Corporate Trustee, Individual Trustee or other trustee appointed by the Company shall, immediately and without further act, be superseded by a Corporate Trustee, Individual Trustee or other trustee appointed by the bondholders, as above provided.

It is the intention of the parties to this Indenture that there shall at all times be one or more trustees under this Indenture, one of whom shall be the Corporate Trustee as that term is defined in this Indenture. If in a proper case no appointment of a successor Corporate Trustee, Individual Trustee or other trustee shall be made pursuant to the foregoing provisions of this Section within three (3) months after a vacancy.