

SECTION 16.04. In any judicial proceedings to which the Company is a party and which in the opinion of the Trustees and their counsel has a substantial bearing on the interests of owners of bonds issued hereunder, the Trustees, or either of them, may intervene on behalf of bondholders and shall (unless in the opinion of the Trustees' counsel such action may not be lawfully taken) do so if requested in writing by the owners of at least ten per cent. (10%) of the aggregate principal amount of bonds outstanding hereunder. The rights and obligations of the Trustees under this Section are subject to the approval of the court having jurisdiction in the premises.

SECTION 16.05. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which the Trustee is a party, ipso facto, shall be and become the successor corporate trustee of the Trustee hereunder without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 16.06. The Trustees, or either of them, and any successor or successors hereafter appointed, may at any time resign from the trusts hereby created by giving thirty (30) days written notice to the Company, and such resignation shall take effect at the end of such thirty (30) days or upon the earlier appointment of a successor to such trustee by the bondholders or by the Company. Such notice may be served personally or sent by registered mail.

SECTION 16.07. The Trustees, or either of them, may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Company, and signed by the owners of a majority in aggregate principal amount of bonds outstanding hereunder.

SECTION 16.08. 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 corporate trustee may be appointed by the owners of a majority in aggregate principal amount of bonds outstanding hereunder, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy the Company, by an instrument executed by order of its Board of Directors and signed by its President and attested by its Secretary under its corporate seal, may appoint a temporary corporate trustee to fill such vacancy until a successor corporate trustee shall be appointed by the bondholders in the manner above provided; and any such temporary corporate trustee so appointed by the Company shall immediately and without further act be superseded by the corporate trustee so appointed by such bondholder. Every such temporary corporate trustee so appointed by the Company shall be a trust company or bank in good standing, having a capital and surplus of not less than One Million Dollars (\$1,000,000), if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms. In the event that within one (1) year after the appointment of such temporary corporate trustee by the Company the bondholders do not appoint a successor corporate trustee, the appointment of the temporary corporate trustee by the Company shall be and become final.

SECTION 16.09. In the event of the death, removal, resignation or incapacity to act of the Individual Trustee, a successor may be appointed by an instrument in writing signed and acknowledged by the person who shall at the time be the President of the Trustee