

to or make any demand upon the Corporation for any reason or purpose whatsoever, the Trustee in no event shall be required to enforce such remedy, give such notice, or make such demand unless the holder or holders of not less than a majority in principal amount of the notes at the time outstanding shall have first requested the Trustee in writing to enforce such remedy, give such notice, or make such demand, but the Trustee agrees that, in the event any such request shall be made to the Trustee that it enforce any such remedy, or give any such notice to, or make any such demand upon the Corporation, it will forthwith proceed to enforce the remedy, give the notice, or make the demand, as the case may be.

Section 2. Any trustee at the time acting hereunder may resign and be discharged from the trusts created by this Indenture by giving to the Corporation and to the holders of notes then outstanding notice in writing of such resignation by registered mail addressed to the respective holders of notes at their last known addresses at least sixty (60) days prior to the date when such resignation shall take effect, and by filing a duly executed and acknowledged counterpart original of such resignation for record in the several offices in which this Indenture shall be recorded. Any such resignation shall take effect on the day specified in such notice given in accordance with the foregoing unless prior to such date a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the filing by such successor trustee of any instrument accepting such appointment as provided in section 3 of this article IV. Any trustee acting under this Indenture may be removed at any time by an instrument in writing executed by or on behalf of the holder or holders of not less than a majority in principal amount of the notes at the time outstanding and filed with the Trustee and for record in the several offices in which this Indenture shall be recorded, and such removal shall be effective on the date designated in such instrument for the termination of the duties of such Trustee.

Section 3. In case at any time the Trustee hereunder shall resign or shall be removed or shall become incapable of acting or in case a vacancy shall arise from any cause in the trusteeship hereunder, a successor trustee (which need not be a corporate trustee) may be appointed by the holder or holders of not less than a majority in principal amount of the notes at the time outstanding by filing for record in the several offices in which this Indenture shall be recorded an instrument of appointment of such successor trustee executed by or on behalf of the holder or holders of notes in the principal amount hereinabove specified. Any successor trustee appointed hereunder shall execute and deliver to the Corporation and shall cause to be filed for record in the several offices where this Indenture shall be recorded, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed, or conveyance, shall become vested with all the estates, properties, rights, powers, trusts, and duties of the predecessor in trust hereunder, with like effect as if originally named as trustee in this Indenture; but, nevertheless, on the written request of the Corporation or of the successor trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, trusts, and duties of the Trustee so ceasing to act; and upon request of any such successor trustee or the Corporation, the Trustee ceasing to act shall make, execute, acknowledge, and deliver any and all deeds, conveyances, or other instruments in writing more fully and certainly to vest in and confirm to such successor trustee all such estates, properties, rights, powers, trusts, and duties. All conveyances and other instruments hereinbefore provided for, when and if executed and delivered, shall be at the cost of the Corporation and its successors.

Section 4. The compensation of the Trustee and of its agents and counsel for services rendered in connection with the execution, recordation, and filing of this Indenture and any supplements hereto shall be seventy-five dollars (\$75) or one-fortieth ($1/40$) of one per centum (1%) of the principal amount of the First Note, which ever shall be the greater, and one-fortieth ($1/40$) of one per centum (1%) of the principal amount of each additional note or refunding, substituted, or renewal note from time to time executed and delivered. The Trustee, its agents, or counsel shall not otherwise be entitled to compensation hereunder, except for active services rendered in connection with the exercise of rights or the enforcement of remedies hereunder, and in such instances the Trustee and its agents and counsel shall be entitled to reasonable compensation and expenses; provided, however, that the compensation of the Trustee and its agents for services rendered pursuant to subsections (b) and (c) of section 2 of article III of this Indenture shall in no event exceed one-quarter ($1/4$) of one per centum (1%) of the first one hundred thousand dollars (\$100,000), of the aggregate unpaid principal amount of the notes outstanding at the time of the rendition of such services and one-eighth ($1/8$) of one per centum (1%) of the balance of such unpaid principal amount of such notes.

Section 5. No counsel shall be employed by the Trustee in connection with the exercise of any rights or the enforcement of any remedies hereunder except with the approval in writing of the holder or holders of not less than a majority in principal amount of the notes at the time outstanding.