

successor Trustee or Trustees shall have been so appointed by the Company or the Bondholders and accepted appointment in the manner hereinafter provided, any Bondholder who has been a bona fide Holder of a Bond for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee or Trustees.

(F) The Company shall give notice of each resignation and each removal of a Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Holders of Bonds in the manner and to the extent provided in subdivision (C) of Section 8.03 hereof with respect to reports pursuant to subdivision (A) of Section 8.03 hereof. Each notice shall include the name of the successor Trustee or Trustees and the address of the principal corporate trust office of the Corporate Trustee.

Section 16.12. Every successor Trustee or Trustees appointed hereunder shall execute, acknowledge and deliver to the Company and to the retiring Trustee or Trustees an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee or Trustees shall become effective and such successor Trustee or Trustees, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the respective retiring Trustee; but, on request of the Company or the respective successor Trustee, the respective retiring Trustee shall, upon payment of its charges, execute and deliver an instrument transferring to such respective successor Trustee all the rights, powers and trusts of the respective retiring Trustee, and shall duly assign, transfer and deliver to such respective successor Trustee all property and money held by such respective retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in Section 16.08 hereof. Upon request of any such successor Trustee, the Company shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article 16, to the extent operative.

Any Trustee which has resigned or been removed shall nevertheless retain the lien afforded to it or him by Section 16.08 hereof upon the Trust Estate, including all property or funds held or collected by such Trustee, as such, to secure the amounts due to such Trustee as compensation, reimbursement, expenses and indemnity, and shall retain the rights afforded to it or him by said Section 16.08 hereof.

Section 16.13. (A) Except as herein expressly provided to the contrary, any notice, request, or other writing by or on behalf of the Company delivered solely to the Corporate Trustee shall be deemed to have been delivered to both of the Trustees hereunder as effectually as if delivered to each of them.

(B) Notwithstanding anything herein contained to the contrary, all cash collected by, or payable to, the Trustees or either of them pursuant to this Indenture

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