

the holders of not less than one-quarter in amount of the then outstanding Trust Certificates shall have been made upon the Trustee, indemnity satisfactory to it provided, and a reasonable time elapsed for action by the Trustee upon such request, it shall decline to institute any proceedings pursuant thereto.

SECTION 6. The Trustee may, for all purposes, conclusively assume that the Lessee is not in default under the terms hereof until notified in writing to the contrary by the holders of at least one-tenth in amount of the Trust Certificates then outstanding, which notice shall distinctly specify the default desired to be brought to the attention of the Trustee.

SECTION 7. The Trustee shall not incur any liability to anybody in acting upon any notice, consent, order, certificate, warrant or other paper or instrument believed by it to be genuine or authentic, and to be signed by the proper party or parties.

SECTION 8. The Trustee will allow interest upon all moneys received by it under the provisions of the Agreement or of said Lease, at the rate generally prevailing among New York trust companies or allowed by it upon deposits of a similar character.

SECTION 9. The Trustee shall, at least once in each year, render to the Lessee a statement of its said trust and of the accounts relating thereto, and covering such matters as the Lessee may properly require, and the Vendor and the Lessee or either of them, may from time to time examine the books and accounts of the Trustee relating to said Trust Certificates and Lease, to this Agreement and to the acts of the Trustee hereunder.

SECTION 10. The Trustee may resign and be discharged from the trusts created by this Agreement by giving to the Lessee and to the holders of the Trust Certificates then outstanding notice in writing of such resignation, specifying a date when such resignation shall take effect. Such notice may be given to the holders of the Trust Certificates by publication of the notice at least once in each of three successive calendar weeks prior to the date specified in such notice in a daily newspaper published in the City of Wilmington, Delaware, and in one daily newspaper published in the Borough of Manhattan, in the City of New York, New York. Such resignation shall take effect on the date specified in such notice (which date shall not be less than thirty days after the giving or first publication of such notice), unless previously a successor trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

Any trustee hereunder may be removed at any time by instrument in writing filed with the Trustee and executed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding.

SECTION 11. In case at any time the Trustee shall resign or shall be removed or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in principal amount of the Trust Certificates at the time outstanding, by an instrument or concurrent instruments signed by such Certificate holders or their attorneys in fact duly authorized; but until a new trustee shall be appointed by said Certificate holders as herein authorized the Lessee, by an instrument executed under its corporate seal, may appoint a trustee to fill such vacancy. Every such successor trustee, whether appointed by the Certificate holders or by the Lessee, shall always be a trust company organized under the laws of the State of New York and having an office in the Borough of Manhattan, in the City of New York, and having a capital and surplus aggregating at least two million dollars. After any such appointment by the Lessee, it shall cause notice of such appointment to be published once a week in each of four successive weeks in a daily newspaper published in the City of Wilmington, Delaware, and in one daily newspaper published in the Borough of Manhattan, in the City of New York, New York; but any new trustee so appointed by the Lessee