

Section 8.10. In case, at any time, the Trustee, or any successor to it, 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 the Trustee or of all or substantially all of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, a vacancy shall be deemed to exist in the office of Trustee, and a successor or successors may be appointed by the holders of a majority in amount of the Debentures issued hereunder and then outstanding by an instrument or concurrent instruments in writing signed and acknowledged by such Debenture holders, or their duly authorized attorneys and delivered to the new Trustee, notification thereof being given to the Company and the retiring Trustee; provided, nevertheless, that until a new Trustee shall be appointed by the Debenture owners as aforesaid, the Company may by instrument executed by order of its Board of Directors appoint a trustee to fill such vacancy.

If in a proper case no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Section 8.10 within three months after a vacancy shall have occurred in the office of the Trustee, the owner of any Debenture outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereafter upon such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Section 8.11. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor Trustee and also to the Company an instrument accepting such appointment hereunder and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all the properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as Trustee herein; but the Trustee ceasing to act shall nevertheless, on the written request of the Company or of the successor Trustee, or of the holders of ten (10%) per centum in amount of the Debentures then outstanding hereunder, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the Trustee to which it succeeds in and to such properties, rights, powers, trusts, duties and obligations, and the Trustee ceasing to act shall also, upon like request, pay over, assign and deliver to the successor Trustee any money or other property in its hands or under its control under this Indenture. Should any deed, conveyance or instrument in writing from the Company be required by the new Trustee for more fully and certainly vesting in and confirming to such new Trustee such properties, rights, powers, trusts and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.