

and to the same extent and with like effect as though they were not Trustees or such officer or director.

SECTION 9.07. *Resignation of Trustees.* The Trustees may resign and be discharged from the trusts created hereby by delivering notice thereof, by first class mail postage prepaid to the Company (and, in the case of resignation of the Individual Trustee, to the Trustee) and all holders of the Bonds at the time outstanding, specifying a date (not earlier than 15 days after the date of such notice) when such resignation shall take effect.

Such resignation shall take effect on the day specified in such notice, unless previously a successor trustee hereunder shall have been appointed as provided in Section 9.09, in which event such resignation shall take effect immediately upon the appointment of such successor trustee.

SECTION 9.08. *Removal of Trustees.* The Trustees may be removed at any time, for or without cause, by an instrument or instruments in writing executed by the holders of a majority in aggregate principal amount of the Bonds at the time outstanding and delivered to the Trustees with a copy to the Company, specifying the removal and the date when it shall take effect.

SECTION 9.09. *Appointment of Successor Trustees.* In case at any time the Trustees shall resign or be removed or become incapable of acting, a successor trustee hereunder may be appointed by the holders of a majority in aggregate principal amount of the Bonds at the time outstanding (or by the Trustee in case of the appointment of a successor individual trustee hereunder), by an instrument or instruments in writing executed by such Bondholders or Trustee, as the case may be, and filed with such successor trustee.

Until a successor trustee shall be so appointed by the Bondholders or the Trustee, the Company shall appoint a successor trustee hereunder to fill such vacancy, by an instrument in writing executed by order of the Board of Directors and delivered to such successor trustee. If all or substantially all of the Trust Estate shall be in the possession of one or more receivers, trustees, custodians, liquidators or assignees for the benefit of creditors, then such receivers, trustees, custodians, liquidators or assignees may, by an instrument in writing