

rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Depositary in connection with such services.

SECTION 3.10. Resignation and Removal of Depositary. The Depositary may at any time resign by giving written notice to the Issuer, the Corporation and the Registered Owner of the Note not less than five days prior to the effective date thereof. The Depositary may be removed at any time upon the written request of the Holder of the Note. Upon the resignation or removal of the Depositary or the occurrence of any event rendering the Depositary incapable of performing its obligations hereunder, the Issuer, at the written direction of the Holder, shall promptly appoint a successor Depositary by an instrument in writing executed by order of its governing body. If no successor Depositary shall have been so appointed and accepted appointment within thirty (30) days after notice of resignation or removal or the occurrence of an event incapacitating the Depositary, the resigning Depositary or the Holder may petition any court of competent jurisdiction for the appointment of a successor Depositary. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Depositary.

Any corporation or association into which the Depositary may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the business of the Depositary, shall be the successor of the Depositary under this Indenture without the execution or filing of any paper or any further act on the part of any or the parties hereto.

SECTION 3.11. Term of Appointment. Upon the performance of the duties specified herein and the payment by the Depositary of all amounts received by it for credit to the Construction Fund and when there shall be no balance remaining in the Construction Fund, the Depositary shall cease to be obligated for the performance of any duties hereunder and there shall no longer be a Depositary; provided, nevertheless, that the termination of such appointment shall not affect any claim the Depositary may have for payment of Administration Expenses hereunder.