

sign and be discharged of the responsibilities hereby created, such resignation to become effective upon the earlier of (i) the appointment of a successor trustee or trustees by the Required Lenders and (ii) the appointment of a successor Trustee by a court of competent jurisdiction as hereinafter provided. The Trustees or either of them may be removed at any time and a successor trustee or trustees appointed by the Required Lenders; provided that the Trustees or either of them shall be entitled to their or its fees and expenses to the date of removal, the reasonable fees and expenses of effecting any transfer or transition to a successor Trustee, and the reasonable costs of terminating any special facilities or personnel that the Trustee had acquired specifically to perform its duties hereunder. If no successor trustee or trustees shall be appointed within 15 days from the date of such removal, the Trustees or either of them shall, or any Lender may, apply to any court of competent jurisdiction to appoint a successor trustee or trustees (which may be an individual or individuals) to act until such time, if any, as a successor trustee or trustees shall have been appointed as provided in clause (i) above. Any successor trustee or trustees so appointed by such court shall immediately and without further act be superseded by any successor trustee or trustees appointed as provided in clause (i) above.

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