

Trustee under this Mortgage without the execution or filing of any paper or any further act on the part of either of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 8.05. *Resignation of Individual Trustee.* (a) The Individual Trustee or any of his successors may resign and may be discharged of the trusts created by this Mortgage by giving written notice thereof to the Company and to the Trustee specifying the date (which shall be not less than thirty days after the date of mailing such notice) when such resignation shall take effect. Such resignation shall take effect on the date so specified unless previously a person succeeding to the office of Individual Trustee shall have been appointed by such Trustee or by the holders of a majority in principal amount of each series of Notes as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such person succeeding to the office of Individual Trustee.

(b) The Individual Trustee or any of his successors may be removed at any time by the holders of a majority in principal amount of each series of Notes, or by the Trustee, by delivery of a notice of such removal to the Individual Trustee, to the Company and in the case of removal by such holders to the Trustee, signed by such holders or the Trustee, as the case may be.

(c) If at any time the Individual Trustee or any of his successors shall die, resign or be removed or otherwise become incapable of acting, or if for any reason the office of Individual Trustee shall become vacant, a successor to the Individual Trustee shall forthwith be appointed by the Trustee or by the holders of a majority in principal amount of each series of Notes by an instrument signed by the Trustee or by such holders.

(d) Any person appointed as a successor to the Individual Trustee shall execute, acknowledge and deliver to his predecessor, to the Trustee and to the Company, an instrument accepting such appointment hereunder, and thereupon such person without any further act, deed or conveyance shall become vested with all the estates, proper-

ties, rights, powers, duties and trusts of his predecessor in the trusts hereunder with like effect as if originally named as Individual Trustee herein; but nevertheless, on the written request of the Company or of the Trustee or of the Individual Trustee, the predecessor shall execute and deliver an instrument transferring to the Individual Trustee, upon the trusts expressed in this Mortgage all the estates, properties, rights, powers and trusts granted to him by this Mortgage and shall duly assign, transfer, deliver and pay over to the Individual Trustee any property and moneys subject to the lien of this Mortgage held by such predecessor. Should any instrument in writing from the Company or from the Trustee be required by any person who becomes the Individual Trustee for more fully and certainly vesting in and confirming to such Individual Trustee such estates, properties, rights, powers and trusts, then, on request, any and all such instruments in writing shall be made, executed, acknowledged and delivered by the Company and/or the Trustee.

SECTION 8.06. *Appointment of Co-Trustees.* (a) If at any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any State or jurisdiction in which any part of the Trust Estate may be located, or if the Trustee shall deem it necessary or prudent in the interest of the Noteholders so to do, or if the holders of at least a majority in aggregate principal amount of Notes at the time outstanding (including at least a majority in principal amount of Series A Notes outstanding) shall in writing request the Trustee and the Company so to do, the Company and the Trustee shall have the power to appoint and, upon the request of the Trustee, the Company shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint, another corporation or one or more persons approved by the Trustee, either to act as separate trustee or trustees, or co-trustee or co-trustees jointly with the Trustee and/or the Individual Trustee originally named herein or their successors, of all or any of the property subject to the lien hereof; and the corporation (and its successors through consolidation, merger