

- 48 -

(b) The Individual Trustee or any of his successors may be removed at any time by the payees and holders of a majority in principal amount of the 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 payees and holders to the Trustee, signed by such payees and 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 payees and holders of a majority in principal amount of the Notes by an instrument signed by the Trustee or by such payees and 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 further act, deed or conveyance shall become vested with all the estates, properties, 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 Indenture all the estates, properties, rights, powers and trusts granted to him by this Indenture 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. (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,