

rights, powers and trusts of the trustee so retiring, and shall duly assign, transfer, deliver and pay over to the successor trustee any property and moneys subject to the lien of this Indenture and held by such retiring trustee. Should any deed, conveyance or instrument in writing from the Company be required by any successor trustee for more fully and certainly vesting in and confirming to such successor trustee such estates, properties, rights, powers and trusts, then on request any and all such deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered by the Company.

(c) Any successor to the Trustee shall always be a bank or trust company having a combined capital and surplus of at least Twenty Million Dollars (\$20,000,000), and a principal office in the City of New York, State of New York, and duly authorized to act as a trustee therein, if there shall be such a bank or trust company willing and legally qualified to accept and perform the trusts and duties mentioned herein upon reasonable or customary terms.

(d) Any corporation into which the Trustee, or any successor to it in the trusts created by this Indenture, may be merged or with which it, or any successor to it, may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any such successor shall be a party, shall be the successor to the Trustee under this Indenture 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. (a) The Individual Trustee or any of his successors may resign and may be discharged of the trusts created by this Indenture 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 the Trustee or by the holders of a majority in principal amount of the 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 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 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 the Notes by an instrument signed by the Trustee or by such holders.

(d) Any person appointed as a successor to the Individual