

SECTION 8.05. *Moneys Received by Trustees; Trust Funds—Segregation.* All moneys received by the Trustees under or pursuant to any provision of this Indenture shall constitute trust funds for the purpose for which they were paid or are held, but need not be segregated in any manner from any other moneys, and may be held or deposited under such conditions as may be prescribed by law for trust funds.

SECTION 8.06. *Trustee May Hold Notes.* The Trustee or any officer or director of the Trustee may acquire and hold Notes, offset funds or deposits with it other than funds held by it as Trustee and otherwise deal with the Company or with any other corporation having relations with the Company, in the same manner and to the same extent and with like effect as though it were not Trustee or such officer or director.

SECTION 8.07. *Action by Individual Trustee.* The Individual Trustee shall act as and be such upon the following terms and conditions:

(a) Subject to the provisions of Section 8.18, all rights, powers, duties and obligations conferred or imposed upon the Trustees shall be conferred or imposed solely upon and solely exercised and performed by the Trustee except as expressly provided otherwise in this Indenture and except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Individual Trustee.

(b) No power granted by this Indenture to, or which this Indenture provides may be exercised by, the Individual Trustee shall be exercised by the Individual Trustee except jointly with, or with the consent in writing of, the Trustee, anything herein contained to the contrary notwithstanding.

SECTION 8.08. *Resignation of Trustee.* The Trustee may resign and be discharged from the trusts created hereby by delivering notice thereof, by first class mail postage prepaid to the Company and all holders of the Notes at the time outstanding, specifying a date (not earlier than 60 days after the date of such notice) when such resignation shall take effect.

Such resignation shall take effect on the day specified in such notice, unless previously a successor Trustee shall have been appointed as provided in Section 8.10, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

SECTION 8.09. *Removal of Trustee.* The Trustee may be removed at any time, for or without cause, by an instrument or instruments in writing executed by the holders of a majority in aggregate principal amount of the Notes at the time outstanding and delivered to the Trustee with a copy to the Company, specifying the removal and the date when it shall take effect.

SECTION 8.10. *Appointment of Successor Trustee.* In case at any time the Trustee shall resign or be removed or become incapable of acting, a successor Trustee may be appointed by the holders of a majority in aggregate principal amount of the Notes at the time outstanding, by an instrument or instruments in writing executed by such Noteholders and filed with such successor Trustee.

Until a successor Trustee shall be so appointed by the Noteholders, the Company shall appoint a successor Trustee to fill such vacancy, by an instrument in writing executed by order of its Board of Directors and delivered to the successor Trustee. If all or substantially all of the Trust Estate shall be in the possession of one or more receivers, trustees, custodians, liquidators or assignees for the benefit of creditors, then such receivers, trustees, custodians, liquidators or assignees may, by an instrument in writing delivered to the successor Trustee, appoint a successor Trustee. Promptly after any such appointment, the Company, or any such receivers, trustees, custodians, liquidators or assignees, as the case may be, shall give notice thereof by first class mail postage prepaid to each holder of Notes at the time outstanding.

