

(c) If at any time the Individual Trustee 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 shall forthwith be appointed by the Trustee or, if the Trustee shall fail to make such appointment within 60 days after such occurrence, by the registered owners of a majority in principal amount of the Notes then outstanding by an instrument signed by the Trustee or such registered owners, as the case may be.

(d) Any successor to the Individual Trustee shall execute, acknowledge and deliver to his predecessor, the Trustee and the Company, an instrument accepting such appointment, and thereupon such person without any 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; provided, however, that on the written request of the Company, the Trustee or the Individual Trustee, such predecessor shall execute and deliver an instrument transferring to the Individual Trustee, upon the trusts expressed in this Indenture, such estates, properties, rights, powers and trusts, and shall duly assign, transfer, deliver and pay over to the Individual Trustee, any property and money subject to the lien hereof held by him. If any written instrument from the Company or the Trustee be required by such successor for more fully and certainly vesting in and confirming to such successor such estates, properties, rights, powers and trusts, then, on request, any and all such instruments shall be made, executed, acknowledged and delivered by the Company or the Trustee.