

(3) The Trustee may at any time by written instrument accept the resignation of or remove any such separate trustee or co-trustee, and upon the request of the Trustee, the Company shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation, but the Trustee shall have the power to accept such resignation or make such removal without making such request. A successor to a separate trustee or co-trustee so resigning or removed may be appointed in the manner provided in this Section.

(c) Upon the written acceptance by such separate trustee or co-trustee, he shall be vested with the estates or property specified in such instrument, either jointly with the Trustees, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with the Trustee. Any separate trustee or co-trustee may, at any time, by written instrument constitute the Trustee its agent or attorney in fact with full power and authority, to the extent permitted by law, to do all acts and things and exercise all discretion authorized or permitted by it, for and in behalf of it and in its name. If any separate trustee or co-trustee shall be dissolved, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustees, without the appointment of a successor to said separate trustee or co-trustee.

(d) Any notice, request or other writing, by or on behalf of the registered owners of the Notes delivered to the Trustee shall be deemed to have been delivered to the Individual Trustee and all separate trustees and co-trustees.

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