

instruments signed by the holders of a majority in aggregate principal amount of the Bonds then outstanding, or by their attorneys-in-fact thereunto duly authorized.

SECTION 8.3. Successor Trustee. (a) If, at any time, the Trustee shall have given notice of its intention to resign, shall resign, be removed or otherwise be incapable of acting, or if the Trustee shall be taken under the control of any public officer or a receiver appointed by a court, then (except as hereinafter provided) a successor may be appointed by the holders of a majority in principal amount of the Bonds then outstanding by one or more instruments signed by such holders or by their attorneys-in-fact thereunto duly authorized; provided, however, that the Company, by an instrument executed by order of its Board of Directors, may appoint a successor trustee to act until such successor shall be so appointed; and provided, further, however, that if neither the Company nor the holders of the Bonds then outstanding shall have appointed such successor prior to the effective date of such resignation, removal, incapacity or taking under control, then the retiring Trustee or the holder of any Bond then outstanding may apply to any court of competent jurisdiction to appoint a successor to act until a successor trustee shall be appointed by the holders of the Bonds then outstanding as herein authorized. After any such appointment by the Company or such court, the Company shall mail written notice thereof to the holders of the Bonds then outstanding at their respective addresses appearing on the Register; but any successor trustee so appointed by the Company or such court shall immediately and without further act be superseded by a successor trustee appointed by the holders of the Bonds then outstanding as above provided.

(b) Any successor to the Trustee shall execute, acknowledge and deliver to its predecessor and the Company, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, duties and trusts of its predecessor in the trust hereunder with like effect as if originally named as trustee herein; however, on the written request of the Company or the successor trustee, such predecessor shall execute and deliver an instrument transferring to such successor, the trust expressed in this Indenture, and shall duly assign, transfer, deliver and pay over to such successor, any property and moneys subject to the lien hereof and held by such predecessor. Should any deed, conveyance or written