

any right, remedy or power hereunder or in respect of any part or all of the Trust Estate as shall be specified in such instructions; and (b) approve as satisfactory all matters required by the terms hereof to be satisfactory to the Trustee or the Beneficiary. The Trustee may, but need not, take any of such actions in the absence of such written instructions.

Section 4.04 Resignation. The Trustee may resign at any time upon giving not less than ten (10) days' prior notice to the Beneficiary, but will continue to act as trustee until his successor shall have been chosen and qualified.

Section 4.05 Successor Trustee. In the event of the death, removal, resignation, or refusal or inability to act of the Trustee, the Beneficiary shall have the irrevocable power, with or without cause, without notice of any kind, and without specifying any reason therefor and without applying to any court, to select and appoint a successor trustee by filing a deed of appointment for record in each office in which this Indenture is recorded, and upon such recordation the successor trustee shall become vested with the same powers, rights, duties and authority of the Trustee, as aforesaid, with the same effect as if originally made Trustee hereunder. Such successor shall not be required to give bond for the faithful performance of its duties unless required by the Beneficiary.

#### ARTICLE V

##### Miscellaneous

Section 5.01 Releases. The Trustee (and if required by law, the Beneficiary) shall release from the lien of this Indenture any Property (a "release parcel") specified in a notice from the Company to the Beneficiary, which notice shall fix a date (the "release date") at least ten (10) days thereafter for the delivery of the release, provided, that:

- (a) no Event of Default or event which, with notice or the lapse of time or both, would constitute an Event of Default shall have occurred and be continuing on the release date;