

SECTION 3.08. Fees, Charges and Expenses of Depository. The Depository shall be entitled to payment of and reimbursement for fees in accordance with the fee schedule of the Depository in effect from time to time for services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Depository in connection with such services.

SECTION 3.09. Resignation and Removal of Depository. The Depository may at any time resign by giving written notice to the Issuer, the Corporation and the Registered Owner of the Notes not less than five days prior to the effective date thereof. The Depository may be removed at any time upon the written request of the Holders of the Notes. The Depository may be removed at any time by the Corporation provided that one of the Lenders is appointed as the successor Depository unless just cause can be shown as to why such Lenders should not be appointed as the successor Depository. Upon the resignation or removal of the Depository or the occurrence of any event rendering the Depository incapable of performing its obligations hereunder, the Issuer, at the written direction of the Holders, shall promptly appoint a successor Depository acceptable to the Holders by an instrument in writing executed by order of its governing body. If no successor Depository shall have been so appointed and accepted appointment within thirty (30) days after notice of resignation or removal or the occurrence of an event incapacitating the Depository, the resigning Depository or either Holder may petition any court of competent jurisdiction for the appointment of a successor Depository. Such court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Depository.

Any corporation or association into which the Depository may be merged or with which it may be consolidated, or any corporation or association resulting from any merger, or any corporation or association succeeding to the business of the Depository, shall be the successor of the Depository under this Indenture without the execution or filing of any paper or any further act on the part of any of the parties hereto.

SECTION 3.10. Terms of Appointment. Upon the performance of the duties specified herein and the payment by the Depository of all amounts received by it for credit to the Construction Fund and when there shall be no balance remaining in the Construction Fund, the Depository shall cease to be obligated for the performance of any duties hereunder and there shall no longer be a Depository; provided, nevertheless, that the termination of such appointment shall not affect any claim the Depository may have for payment of Administration Expenses hereunder.