section (b) called the Successor Trustee) shall execute, acknowledge and deliver to its predecessor (herein, in this subsection (b) called the Predecessor Trustee) and the Company, an instrument accepting such appointment. Thereupon, the Successor Trustee shall without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers, duties and trusts of the Predecessor Trustee in the trusts created by this Indenture, with the same effect as if originally named Trustee. At the written request of the Company or the Successor Trustee, the Predecessor Trustee shall execute and deliver an

instrument transferring to the Successor Trustee, upon the trusts herein expressed, and shall duly assign, transfer, deliver and pay over to the Successor Trustee, any property and moneys subject to the lien hereof and held by the Predecessor Trustee. Should any deed, conveyance or written instrument from the Company be required by the Successor Trustee for more fully and certainly vesting in and confirming to the Successor Trustee such estates, properties, rights, powers and trusts, then, at the request of the Successor Trustee, all such deeds, conveyances and instruments shall be made, executed, acknowledged and delivered by the Company.

(c) Any successor to the Trustee, however appointed, shall always be a bank or trust company, having a combined capital, surplus and undivided profits (as shown by its most recent financial statement distributed to its shareholders) aggregating at least $50,000,000, which is duly authorized to act as a trustee, if there shall be such a bank or trust company willing and legally qualified to accept and perform the trusts and duties set forth in this Indenture upon reasonable or customary terms.

(d) Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation or conversion to which it shall be a party, shall be the successor to the Trustee, without the necessity of executing or filing any instrument or taking any further action by any of the parties hereto.

Section 9.5. Resignation and Removal of Individual Trustee. (a) The Individual Trustee may resign and be discharged of the trusts created by this Indenture by mailing written notice thereof, by prepaid certified or registered mail, to the Company