

longer, the applicable preference period then in effect) plus one day after the payment in full of all Notes and payment of any Excess Interest or Principal Proceeds payable to the Fiscal Agent pursuant to this Indenture for distribution to Shareholders in accordance with the Fiscal Agency Agreement.

(d) The amounts payable to the Trustee are subject to Article XI, and the Trustee shall have a lien ranking senior to that of the Holders upon all property and funds held or collected as part of the Collateral to secure payment of amounts payable to the Trustee under this Section 6.8; *provided, however*, that the Trustee shall not institute any Proceeding for the enforcement of such lien except in connection with an action pursuant to Section 5.3 hereof for the enforcement of the lien of this Indenture for the benefit of the Secured Parties; *provided, further*, that the Trustee may only enforce such a lien in conjunction with the enforcement of the rights of Holders in the manner set forth in Section 5.4 hereof.

Section 6.9. Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee hereunder which shall be a corporation, association or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$200,000,000 (or the equivalent in any other currency) subject to supervision or examination by Federal or state authority, having a long-term unsecured credit rating of at least "Baa1" by Moody's (and if rated "Baa1" by Moody's, such rating is not on review for possible downgrade) and "BBB" by S&P and having an office within the United States (any such corporation, association or trust company, an "Eligible Institution"). If the Trustee publishes reports of condition annually, or more frequently, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation, association or trust company shall be deemed to be the respective amount set forth in its most recently published report of condition. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, the Trustee shall resign immediately in the manner and with the effect hereinafter specified in this Article VI.

Section 6.10. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee shall become effective until the acceptance of appointment by the successor trustee under Section 6.11. Any accrued and unpaid fees and expenses and the indemnification in favor of the Trustee in Section 6.8 shall survive any resignation or removal of the Trustee (to the extent of any indemnified loss, liability or expense arising or incurred prior to, or arising as a result of action or omissions occurring prior to, such resignation or removal).

(b) The Trustee may resign at any time by giving written notice thereof to the Issuer, the Investment Manager, the Holders, any Hedge Counterparty and each Rating Agency.

(c) The Trustee may be removed at any time by Act of a Majority of the Notes of each Class or, at any time when an Event of Default shall have occurred and be continuing, by Act of the Controlling Party, delivered to the Trustee and to the Issuer.