

conversion to which any Authenticating Agent shall be a party; or any corporation succeeding to the corporate trust business of any Authenticating Agent shall be the successor of such Authenticating Agent hereunder, without the execution or filing of any document or any further act on the part of the parties hereto or such Authenticating Agent or such successor corporation.

(c) Any Authenticating Agent may at any time resign by giving written notice of resignation to the Trustee and the Issuer. The Trustee may at any time terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent and the Issuer. Upon receiving such notice of resignation or upon such a termination, the Trustee shall promptly appoint a successor Authenticating Agent and shall give written notice of such appointment to each of the Co-Issuers.

(d) Each Authenticating Agent is entitled to reasonable compensation for its services and reimbursement for its reasonable expenses relating thereto as an Administrative Expense. The provisions of Sections 2.8, 6.5 and 6.6 shall be applicable to any Authenticating Agent.

Section 6.5. Not Responsible for Recitals or Issuance of Securities.

The recitals contained herein and in the Securities, other than the Certificate of Authentication thereon, shall be taken as the statements of the Issuer and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Indenture (except as may be made with respect to the validity of the Trustee's obligations hereunder), of the Collateral or of the Securities. The Trustee shall not be accountable for the use or application by the Applicable Issuer of the Securities or the proceeds thereof or any amounts paid to the Applicable Issuer pursuant to the provisions hereof.

Section 6.6. May Hold Securities.

The Trustee, Fiscal Agent or any Agent of either of the Co-Issuers, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with each of the Co-Issuers or any of its Affiliates, with the same rights they would have if they were not the Trustee, Fiscal Agent or an Agent.

Section 6.7. Funds Held in Trust.

All funds held by the Trustee hereunder shall be held in trust to the extent required herein. Each account established pursuant to this Indenture shall be maintained (a) as a segregated account with a federal or state-chartered depository institution that is an Eligible Institution with (x) a short-term rating of at least "A-1" by S&P (or if such institution has no short-term rating, a long-term rating of at least "A+") and (y) a short-term of "P-1 and a long-term rating of at least "A1" by Moody's, and if such institution's ratings fall below the ratings set forth in clauses (x) or (y) the assets held in such account shall be moved within 60 calendar days to another institution that satisfies such ratings; or (b) as a segregated trust account with the corporate trust department of a federal or state-chartered depository institution that is an Eligible Institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the Code of Federal Regulation Section 9.10(b) (each such account described in cause (a) or (b), an "Eligible Account").