

Company be required by any successor for more fully and effectually vesting in and confirming to it or him all estates, properties, rights, powers and duties as trustee hereunder, the Company, upon the request of such successor, shall make, execute and deliver the same. The Company shall promptly give notice of the appointment of such successor to the Bondholders in the manner and to the extent provided in §14.10(c) and by publishing such notice at least once in an authorized newspaper in The City of New York.

§14.08. Any corporation into which the Trustee or any successor to it in the trust created by this Indenture may be merged, or with which it or any successor to it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee or any successor to it shall be a party, shall be the successor of the Trustee under this Indenture without the execution or filing of any instruments or any further act on the part of any of the parties hereto.

§14.09. (a) If the Trustee in its individual capacity shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company (other than in a relationship of the nature specified in *Subdivision (f)* of this §14.09) within four months prior to a default, as defined in *Subdivision (e)* of this §14.09, or subsequent to such a default, then, unless and until such default shall be cured, the Trustee shall set apart and hold in a special account for the benefit of the Trustee individually and of the indenture security holders:

(i) an amount equal to any and all reductions in the amount due and owing to the Trustee upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in *paragraph (ii)* of this *Subdivision (a)* or from the exercise of any right of set-off which the Trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(ii) all property received by the Trustee in respect of any claim as such creditor, either as security therefor or in satisfaction or composition thereof or otherwise, after the beginning of