

Company or any party to any such instrument to do any act or thing depends on the occurrence and continuance of such a default or Event of Default shall be subject to the provisions of this paragraph.

Section 8.2. The Individual Trustee. The Individual Trustee shall be subject to the following terms and conditions:

(a) Subject to the provisions of Section 8.6, all rights, powers, duties and obligations conferred or imposed upon the Trustees shall be conferred or imposed solely upon and solely exercised and performed by the Trustee, except as expressly provided otherwise in this Indenture and except to the extent that under any law of any jurisdiction in which any particular act is to be performed the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by the Individual Trustee.

(b) No power granted by this Indenture to, or which this Indenture provides may be exercised by, the Individual Trustee shall be exercised by him except jointly with, or with the written consent of, the Trustee.

Section 8.3. Resignation of Trustee. The Trustee may resign and be discharged of the trusts by giving written notice by mail, first class postage prepaid, to each registered owner of a Note or Notes at its address appearing on the Register and to the Company, of such resignation, specifying the date (which shall be not less than 90 calendar days after the date of mailing such notice) when such resignation shall take effect. Such resignation shall take effect on the date so specified unless previously a successor trustee shall have been appointed