

Section 8.6. Separate and Co-Trustees. (a) If at any time, for the purpose of conforming to any legal requirements, restriction or conditions in any jurisdiction in which any part of the Trust Estate may be located, the Trustee shall deem it necessary or prudent in the interest of the registered owners of the Notes so to do, the Trustee shall have the power to appoint, by written instrument, one or more persons to act as separate trustees or co-trustees, jointly with the Trustee or either of them, of any of the property subject to the lien hereof; and any such person shall be such separate trustee or co-trustee, with such powers and duties as shall be specified in such instrument. If the Trustee shall request the Company to do so, the Company shall for such purpose join with the Trustee in the execution, delivery and performance of such instrument, but the Trustee shall have the power to make such appointment without making such request.

(b) Every separate trustee and co-trustee shall, to the extent permitted by law, be subject to the following terms and conditions:

(1) The rights, powers, duties and obligations conferred or imposed upon such separate or co-trustee shall be conferred or imposed upon and exercised or performed by the Trustee and such separate or co-trustee jointly, as shall be provided in the instrument appointing him;

(2) All powers, duties, obligations and rights conferred upon the Trustees, in respect of the custody of all cash deposited hereunder, shall be exercised solely by the Trustee; and