

receipt by the Trustee of a notice or certificate which was in fact received and except default in the delivery of any certificate, opinion or other document expressly required to be delivered to the Trustee by any provision hereof), unless the Trustees shall receive from the Company or the registered owner of a Note written notice stating that an Event of Default has occurred and specifying the same, and in the absence of such notice, the Trustees may conclusively assume that there is no such default or Event of Default except as aforesaid. Every provision contained in this Indenture or in any such instrument providing that the duty of the Trustee or Trustees to take, or omit to take, action or to permit the 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

0.941

4328 RV.2