

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 and in any such other 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 subsection (k).

Section 9.2. The Individual Trustee. The Individual Trustee shall be subject to the following terms and conditions:

(a) Subject to the provisions of Section 9.6, all rights, powers, duties and obligations conferred or imposed upon the Trustees shall be conferred or imposed solely upon, and shall be solely exercised and performed by, the Trustee, (i) except as otherwise expressly provided in this Indenture and (ii) except to the extent that, under any law of any jurisdiction in which any particular act is to be performed by the Trustee, 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.

(c) The Individual Trustee may, at any time, by an instrument in writing, constitute the Trustee as his agent or attorney in fact, with full power and authority, to the extent permitted by law, to do any act and exercise any discretion authorized or permitted to him, for and in his behalf and name.

(d) Any act which the Trustee shall have the right to take or shall be required to take under this Indenture, or any right or power conferred upon the Trustee under this Indenture, shall, at the request or with the authorization of the Trustee (whether or not in writing) be taken by or conferred upon the Individual Trustee alone or jointly with the Trustee, as and to the extent specified by the Trustee in such request or authorization.