

Section 10.02. Acceptance of Duties under Agreement. The Trustee accepts the duties to be performed by it in the Agreement. In performing such duties, the Trustee shall have the same rights and immunities as conferred upon it herein.

Section 10.03. No Duties to Notice Default. In the absence of actual knowledge, the Trustee shall not be required to take notice or be deemed to have notice of any Event of Default (other than an Event of Default under Section 9.01(i) or (ii) or an event of default under Section 6.1(a) or (b) of the Agreement) unless specifically notified in writing of such Event of Default by the holders of not less than 25% in aggregate principal amount of all Bonds then outstanding.

Within 90 days after the occurrence of any Event of Default (or event which would with the passage of time or the giving of notice or both be an Event of Default) of which the Trustee has actual knowledge, or has, or is deemed to have, notice, the Trustee shall, unless such event or Event of Default has been cured or waived, mail notice thereof to each Registered Owner of Bonds and to each holder of Bonds named on the Bondholder List. However, the Trustee need not give the notice if it determines that to give the notice would not be in the best interests of the Bondholders.

For purposes of this Section, the Trustee shall not be deemed to have actual knowledge of any Event of Default unless a trust officer, assistant trust officer or other person charged with the administration of the obligations of the Trustee hereunder shall during the course of his duties have actual knowledge thereof.

Section 10.04. Co-Trustee. The Trustee may appoint an additional individual or institution as a separate or co-trustee. If the Trustee appoints a separate or co-trustee, each power or right vested in the Trustee hereunder shall be exercisable by and vest in such separate or co-trustee to the extent necessary or desirable to enable it to exercise such powers or rights in order to carry out the purposes of this Indenture.

Section 10.05. Resignation of Trustee. The Trustee may resign and be discharged of the trust created by this Indenture by executing an instrument in writing resigning such trust and specifying the date when the Trustee intends such resignation to take effect, and filing the same with the Issuer and the Corporation at least 60 days prior to the

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