

ambiguous or inconsistent with any other of such provisions; and any construction so placed upon any provision hereof by the Corporate Trustee in good faith and in accordance with an opinion of counsel shall be binding upon the Company and upon all holders of the Bonds.

(k) No implied covenant shall be read into this Indenture against the Trustees, or either of them, but the duties of the Trustees to the Company and all others shall be determined solely by the provisions of this Indenture; and all questions or controversies as to the liability of the Trustees hereunder shall be governed by the laws of the State of New York and no action, suit or other legal proceeding against the Trustees or either of them shall be instituted or conducted in any court in any other state or country, except with the written consent of the Trustees.

SECTION 8.02. Any moneys which at any time shall be deposited under this Indenture with the Corporate Trustee or with any paying agent by or for the account of the Company shall be held in trust by the Corporate Trustee or such paying agent until paid conformably with the provisions of this Indenture.

SECTION 8.03. The Corporate Trustee or any successor Corporate Trustee may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company and thereafter publishing notice thereof specifying a date when the resignation shall take effect, once a week for two successive weeks in an authorized newspaper, and the resignation shall take effect on the day specified in the notice, unless previously a successor Corporate Trustee shall have been appointed by the bondholders or the Company as hereinafter provided, in which event the resignation shall take effect immediately upon the appointment of said successor Corporate Trustee.

The Individual Trustee may at any time resign by giving notice thereof to the Corporate Trustee and to the Company, specifying the date on which such resignation shall take effect.