

Section 8.04. The Trustee may rely and shall be protected in acting upon any resolution, certificate, opinion, notice, request, consent, order, appraisal, report, Debenture, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; and the Trustee may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

Section 8.05. Whenever in the administration of the trust of this Indenture, prior to a default hereunder, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, then, in the absence of bad faith on the part of the Trustee, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company and delivered to the Trustee, and such certificate shall be full warrant to the Trustee for any action taken or suffered by it under the provisions of this Indenture upon the faith thereof.

Any resolution of the Board of Directors shall be evidenced to the Trustee by a copy thereof certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted, and the Trustee may, in the absence of bad faith on its part, accept such copy as conclusive evidence of the adoption of such resolution.

Section 8.06. The Trustee in its individual or any other capacity may become the owner or pledgee of Debentures or coupons with the same rights it would have if it were not Trustee.

Section 8.07. Subject to the provisions of Article Ninth hereof and of Section 8.09, all moneys received by the Trustee for the payment of the principal of (and premium, if any) or interest on the Debentures shall be held by the Trustee in trust for the benefit of the holders of Debentures entitled thereto, but need not be segregated in any manner from any other moneys except to the extent required by law, and the Trustee shall not be liable for any interest thereon.

Section 8.08. The Trustee shall, within ninety (90) days after the occurrence thereof, give to the Underwriters, whose name and address appears in the Prospectus, notice of all defaults known to the Trustee provided that, except in the case of an event of default in the payment of the principal of or interest on any Debenture, the Trustee shall be protected in withholding such notice if and so long as the Board of Directors, the Executive Committee, or a Trust Committee of directors and/or responsible officers of the Trustee in good faith determine that the withholding of such notice is in the interest of the Debenture holders. For the purposes of this Section 8.08, the term "default" shall mean the events of default specified in paragraphs (1) to (6), inclusive, of Section 5.01, not including the periods of grace provided for in said paragraphs.

The term "responsible officer or officers" of the Trustee, wherever used in this Indenture, shall mean and include the president, any vice-president, any assistant vice-president, the secretary, any trust officer, and every other officer and assistant officer of the Trustee customarily performing functions similar to those performed by the foregoing individuals, or to whom any corporate trust matter is referred because of his knowledge of and familiarity with a particular subject.