

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. Subject to the provisions of Article Ninth hereof and of Section 8.08, 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 owners 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 8.07. 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.

Section 8.08. The Trustee shall be entitled to reasonable compensation (which shall not be limited by any provision of law in respect of the compensation of a trustee under an express trust) for all services rendered by it, or by its agents or attorneys, in the execution of the trusts hereby created, and the Company agrees to pay such compensation as well as all reasonable expenses incurred or paid by the Trustee hereunder. In case of non-payment of any such compensation or expenses, the amount unpaid shall be a claim against the Company, and a lien upon any moneys collected under this Indenture prior to the Debentures.

Section 8.09. The Trustee, or any successor to it in the trust, may resign and be discharged from the trust created by this Indenture by giving to the Company and to each Debenture owner, notice in writing of such resignation, specifying a date when same shall take effect, which date shall be not less than thirty (30) days from the date of such notice. The Trustee's resignation shall take effect on the day specified in such notice, unless previously a successor trustee shall be appointed as hereinafter provided, either by the owners of the Debenture or by the Company, in which event the resignation shall take effect immediately upon the appointment of such successor Trustee.

The Trustee hereunder may be removed at any time by an instrument or concurrent instruments in writing filed with the Trustee and signed and acknowledged by the holders of a majority in amount of the Debentures issued hereunder and then outstanding, or by their duly authorized attorneys.