

the Notes afforded by the Trust Estate.

(f) Whenever in the administration of the trusts of this Indenture the Trustees shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate purporting to be signed by the President or a Vice-President and the Treasurer or the Secretary of the Company and delivered to the Trustee, and such certificate shall be full warrant to the Trustees or any other person for any action taken, suffered or omitted by them or him on the faith thereof, but in its discretion the Trustee or such other person may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

(g) The Trustees shall not be responsible to see to the recording, filing, rerecording or refiling of this Indenture in any jurisdiction or for the payment of any fees, charges or taxes in connection therewith.

(h) Whenever the occurrence of an Event of Default shall come to the attention of the Trustee, the Trustee shall advise the payees of the Notes, by notice in writing sent to the address of such payees on file with the Trustee of such occurrence.

SECTION 8.02. The Individual Trustee shall act as and be such upon the following terms and conditions:

(a) Subject to the provisions of Section 8.06 hereof, all rights, powers, duties and obligations conferred or imposed upon the Trustees shall be conferred or imposed solely upon and solely exercised and performed by the Trustee except as expressly provided otherwise in this Indenture and except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Trustee shall be incompetent or unqualified to perform such act or acts, 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 the Individual Trustee except jointly with, or with the consent in writing of, the Trustee, anything herein contained to the contrary notwithstanding.