

certificate in the form hereinbefore recited, executed by the Trustee, shall be issued under or be entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence and the only evidence that the Debentures so authenticated have been duly issued hereunder and are entitled to the benefits of this Indenture.

Section 1.04. The Company and the Trustee may consider and treat the bearer of any Debenture, whether or not such Debenture or any interest thereon is overdue, as the absolute owner of such Debenture for all purposes whatsoever, and neither the Company nor the Trustee shall be affected by any notice to the contrary.

Section 1.05. If any Debenture shall become mutilated, the Company, at the expense of the owner of said Debenture, shall execute, and the Trustee shall thereupon authenticate and deliver a new Debenture of like tenor, bearing the same serial number, and in substitution for the Debenture which was mutilated. The surrendered Debenture shall be cancelled by the Trustee and upon written request shall be delivered to the Company. If any Debenture shall be lost, stolen or destroyed, evidence of such loss, theft or destruction may be submitted to the Company and the Trustee, and if such evidence be satisfactory to them, the Company, at the expense of the owner, shall execute, and the Trustee shall thereupon authenticate and deliver a duplicate Debenture of like tenor, bearing the same serial number in substitution for the lost, stolen or destroyed Debenture, except that if any such Debenture shall have matured or shall be about to mature, instead of issuing a duplicate Debenture, the Company may pay the same without the surrender thereof. Any duplicate Debentures issued pursuant to this Section 1.05 shall constitute original additional obligations on the part of the Company, and shall be equally entitled to the benefits of this Indenture with all other Debentures issued hereunder, irrespective of whether or not the Debentures in substitution for which such duplicate Debentures were issued shall be enforceable by anyone. The applicant for such substituted Debenture or such payment shall furnish the Company and the Trustee such security or indemnity as they, in their discretion, shall require.

Section 1.06. All Debentures and coupons paid, redeemed, converted or otherwise retired hereunder from time to time shall be cancelled and, upon the written request of the Treasurer or Assistant Treasurer of the Company, shall, as requested therein either be delivered to the Company or be cremated by the Trustee and a certificate of such cremation furnished the Company; PROVIDED, HOWEVER, that if the Trustee has utilized all or any part of the deposit of royalties by John O. Hunt, as provided in Section 2.10, in the payment of any principal or interest upon any Debentures in default, then and in that event, the Debentures or interest coupons so paid shall continue to be outstanding obligations of the Company and shall be transferred by the Trustee to John O. Hunt and subordinated to the payment of any Debentures and interest coupons then outstanding, and shall be so endorsed by the Trustee.

## ARTICLE SECOND

### Covenants of the Company

Section 2.01. The Company will duly and punctually pay the interest and premium, if any, on and the principal of the Debentures at the times and places and in the manner specified in the Debentures.

Section 2.02. At its own cost and expense the Company will do