

direction or consent as provided in said Article and Section. Debentures not so exhibited to the Trustee shall not be counted, and Debentures owned by the Company or any other obligor on the Debentures, including Debentures transferred to John O. Hunt and subordinated under provisions of Article Third hereof, shall be disregarded, except that for the purpose of determining whether the Trustee shall be protected in relying on any such direction or consent, only Debentures which the Trustee knows to be so owned shall be so disregarded.

#### ARTICLE SIXTH

##### Exemption of Stockholders, etc., from Liability

No recourse under or upon any obligation, covenant or agreement of this Indenture, or of any Debenture issued hereunder, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, subscriber to the capital stock, stockholder, officer or director, past, present or future, as such, of the Company, or of any successor corporation, either directly or through the Company, whether by virtue of any constitution or statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; this Indenture and the obligations issued hereunder are solely corporate obligations, and no personal liability whatever shall attach to, or is or shall be incurred by, the incorporators, subscribers to the capital stock, stockholders, officers or directors, of the Company or of any successor corporation, or any of them, as such, because of the creation of the indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in this Indenture or in any of the Debentures issued hereunder, or implied therefrom; and any and all personal liability of every name and nature, either at common law or in equity or by constitution or statute, of, and any and all rights and claims against, every such incorporator, subscriber, stockholder, officer or director, as such, are hereby expressly waived as a condition of, and as a consideration for, the execution of this Indenture and the issue of such Debentures.

#### ARTICLE SEVENTH

##### Demands, Requests, etc.

Any demand, request or other instrument, provided by this Indenture to be executed by Debenture holders, may be in any number of concurrent writings of similar tenor and may be executed by such Debenture holders in person or by agent appointed in writing. Proof of the execution of any such demand, request or other instrument, or of the writing appointing any such agent, and of the ownership by any person of any of the Debentures, shall be sufficient for any purpose of this Indenture, if such proof be made as follows:

The fact and date of the execution by any person of any such demand, request, appointment or other instrument, may be proved by the certificate of any notary public or of any officer authorized to take acknowledgments of deeds to be recorded in the State where the acknowledgment is taken, that the person signing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution sworn to before any such notary or other such officer.

The bearer of any Debenture under this issue shall, for the purpose of this Indenture, be considered as the owner and holder thereof.