

hereto, with the same effect as if it had been named herein as such party of the first part; and such successor corporation thereupon may cause to be signed, and may issue, either in its own name or in the name of Hunt Machine Works, Inc., any or all of such Debentures issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee; and, upon the order of such successor corporation, in lieu of the Company, and subject to all the conditions herein prescribed, the Trustee shall authenticate and shall deliver any such Debentures which previously shall have been signed by the officers of the Company and delivered by them to the Trustee for authentication, and any of such Debentures which such successor corporation thereafter shall cause to be signed and delivered to the Trustee for that purpose. All the Debentures so issued shall, in all respects, have the same legal rank and benefits under this Indenture as the Debentures theretofore or thereafter issued in accordance with the terms of this Indenture as though all of said Debentures had been issued at the date of the execution hereof.

Prior to default, in the absence of bad faith, the Trustee may receive the opinion of counsel (who may be of counsel for the Company) as conclusive evidence that any such Indenture, or any such merger or consolidation, complies with the conditions and provisions of this Article Eleventh.

#### ARTICLE TWELFTH

##### Sundry Provisions

Section 12.01. All the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

Section 12.02. All parties to this Indenture agree, and each holder or owner of any Debenture by his acceptance thereof shall be deemed to have agreed, that the court may in its discretion require in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in any such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorney's fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section 12.02 shall not apply to any suit instituted by the Trustee, to any suit instituted by any Debenture holder, or group of Debenture holders, holding in the aggregate more than ten per centum (10%) in amount of the Debentures outstanding, or to any suit instituted by any Debenture holder for the enforcement of the payment of the principal of or interest on any Debenture, on or after the respective due dates expressed in such Debenture. For the purposes of this Section 12.02, the term "Debentures outstanding" shall not include Debentures (a) held by or for the account of the Company, (b) pledged by the Company as security for its obligations not in default, (c) held in escrow if placed in escrow by the Company, or (d) transferred to John O. Hunt and subordinated to the other Debentures outstanding and unpaid as provided in Article Third hereof.

Section 12.03. As evidence of compliance with the conditions precedent provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent) which relate to the satisfaction and discharge of this Indenture or to any other action to be taken by