

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 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 owner, or group of Debenture owners, holding in the aggregate more than ten percentum (10%) in amount of the Debentures outstanding, or to any suit instituted by any Debenture owner 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, or (c) held in escrow if placed in escrow by the Company.

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 the Trustee at the request or upon the application of the Company, the Company will furnish to the Trustee a certificate, signed as provided in this Section 12.03, stating that such conditions precedent have been complied with; an opinion of counsel (who may be of counsel for the Company) stating that in his opinion such conditions precedent have been complied with.

Unless herein otherwise expressly provided, any order, notice, request, certificate or statement of the Company required or permitted to be filed with the Trustee or to be made or given under any provision hereof shall be sufficient if it shall have been signed by the President or Vice-President and by the Treasurer or one of the Assistant Treasurers or the Secretary or one of the Assistant Secretaries of the Company.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include (1) a statement that the person making such certificate or opinion has read such condition or covenant; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinions are based; (3) a statement that in the opinion of such person, he has made such examination or investigations as is necessary to enable him to express an informed opinion as to whether or not such condition or covenant has been complied with; and (4) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.