

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.

Section 12.04. Whenever used in this Indenture, the word "Trustee" means the Trustee for the time being, whether original or successor; the words "Debenture" and "Debenture holder" shall include the plural as well as the singular number, unless otherwise clearly indicated; when applied to Debentures, the word "amount" shall signify principal amount and the word "majority" shall signify majority in principal amount, and the words "not less than Twenty-five (25%) percent" shall signify not less than Twenty-five (25%) percent in principal amount, whether or not so expressed; the word "person" shall include not only an individual, but also a firm, association, trust or corporation; "holder" means, in the case of Debentures, the owner thereof. The words "herein" and "hereunder" wherever they appear in this Indenture shall be taken to mean and shall be construed to refer to this Indenture as a whole, rather than only to a particular Article or Section hereof, unless the context clearly indicates the contrary. The term "any other obligor on the Debentures" as used in this Indenture includes any corporation or person that shall have assumed the payment of the principal of and interest on the Debentures.

Section 12.05. Wherever publication of a notice is herein provided for, such notice need not be made in the same newspaper for each of the successive weeks for which such publication must be made, but may be made in different papers and on different days of the week.

Section 12.06. Nothing in this Indenture expressed or implied is intended, or shall be construed, to confer upon or to give to any person or corporation other than its parties hereto and the holders of the Debentures any right, remedy or claim, under or by reason of this Indenture or any covenant, condition or stipulation hereof; and all the covenants, stipulations, promises and agreements in this Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the Debentures.

Section 12.07. This Indenture may be executed in any number of counterparts, and each of such counterparts when so executed shall be