Tenth: It Is Expressly Understood And Agreed, that in no case shall the party of the first part avail itself of any redemption, extension, stay, valuation or appraisement law which has been or may be hereafter enacted, and no holder of any bond hereby secured shall have recourse for the payment of the principal or interest under any circumstances upon any Trustee or stockholder of the party of the first part, under and in pursuance of any law imposing liability upon Trustees or stockholders of incorporated companies, whether such law be now in force, or shall be hereafter enacted, all such recourse being hereby expressly waived.

Eleventh: It Is Hereby Mutually Agreed by the parties hereto that the said Trustee shall not be answerable for any error or mistake made by it in good faith, but only for its own gross negligence, or for wilful default in the discharge of its duties as such Trustee, and not for the misconduct or default of its necessary agents; provided reasonable care and discretion shall have been exercised in their appointment, and it shall not be bound to do any act touching the execution of the trust (save at its own option), which may, in its opinion involve it in personal expense or liability, unless first duly and satisfactorily indemnified against same by one or more of the said bondholders, and for all services the Trustee shall be entitled to a just and reasonable compensation.

Twelfth: It Is Further Agreed that said Trustee may at any time resign this trust and be thereby discharged from any further liabilities thereunder upon giving to the said party of the first part ninety days notice in writing of its purpose so to do.

In the event of the resignation or other disability of the Trustee, it is hereby provided and agreed that the party of the first part shall nominate and appoint a Trustee in the place and stead of the party of the second part, which appointment shall be attested by the certificate in writing of the President and Secretary of the said party of the first part under its corporate seal, and a written acceptance thereof by the person or corporation appointed; and the person or corporation so appointed shall have the like powers and be subject to the same conditions as hereinbefore provided.

Immediately upon such nomination and appointment the party of the first part shall give notice thereof, by publication in at least one newspaper published in the City of New York, and one published in the City of Chicago, twice a week for at least four weeks. Within ninety days after the commencement of such publication a majority in interest of the holders and owners of the bonds then outstanding shall have the power to nominate and appoint by an instrument in writing, signed by such majority, another Trustee in the place and stead of the one so nominated