

professing or claiming to be such holder or owner, until such professed holder or owner shall deposit such bond or bonds with the Corporate Trustee, and shall advance the amount of all costs, expenses and outlays, which from time to time be demanded by the Trustees, and indemnify and save harmless the Trustees to their full satisfaction from any and all costs and expenses, outlays, counsel fees and other reasonable disbursements and damages, for which they may become liable or responsible on proceeding to carry out such request or demand.

The Trustees shall be under no obligation to institute, appear in, conduct or defend any suit or litigation, or to take any proceeding, by reason of any matter or things connected with the trust hereby created, or by reason of their being Trustees hereunder, which, in their opinion will be likely to involve either or any of them in expense or liability, until the amount of such expense shall be advanced and until they shall be indemnified, as often as may be required, to their full satisfaction for all costs and liabilities of every kind which, in their opinion, such proceeding may cause.

The provisions of this Article XXI are intended for the protection of the Trustees, and shall not be construed to limit any discretion or power by any provision of this indenture, given the Trustees to determine whether or not they or either of them shall take any action hereunder; and the Trustees, in their discretion and at the expense of the Company or the mortgaged property may do or procure to be done any of the things in this indenture set forth and the so doing shall not be construed as a waiver of their exemption from responsibility therefor.

Article XXII.

Either of the Trustees, or any trustee or trustees hereafter appointed, may resign and be discharged of the trust created by this indenture by sending written notice thereof by registered mail to the Company, and to its or his co-trustee or co-trustees, and by giving to the bondholders notice, by publication, specifying a date when such resignation shall take effect, which notice shall be published at least once a week for four successive weeks in a daily newspaper of general circulation, published in the City of Cleveland, in the State of Ohio, and such resignation shall take effect thirty days after the mailing and first publication of such notice.

In case at any time either of the Trustees, or any trustee hereafter appointed (including any additional trustee under any section of this Article), shall resign or be removed or otherwise become incapable of acting, then, except as hereinafter otherwise provided, a successor or successors may be appointed by the holders of a majority in amount of the bonds then outstanding, by an instrument or concurrent instruments signed by such bondholders, or their attorneys in fact duly authorized; provided, nevertheless, and it is hereby agreed and declared that, in case at any time there shall be a vacancy in the office of either of the Trustees hereunder the Company, by an instrument executed by order of its Board of Directors, may appoint a trustee to fill vacancy until a new trustee shall be appointed by the bondholders or otherwise as herein authorized. The Company shall thereupon publish notice of such appointment once in each week for three successive weeks in a newspaper of general circulation published in said City of Cleveland; but any new trustee so appointed by the Company shall immediately and without further act, be superseded by a trustee appointed in manner above provided by the bondholders or otherwise herein authorized. But in case no such appointment shall be made by the bondholders prior to the expiration of six months after such publication of notice by the Company, a new Trustee, to supersede the Trustee appointed by the Company, may nevertheless be appointed by any court of competent jurisdiction in the premises, upon the application of the holders of twenty-five per cent. in amount of the bonds then outstanding. Every such trustee appointed in place of the First Trust and Savings Bank, or of any successor to it in the trust, shall always be a trust company in good standing doing business in the City of Chicago, having a capital and surplus amounting to at least \$2,000,000, if there be such a trust company willing and able to accept the trust upon reasonable and customary terms. Every such trustee appointed in place of Emile K. Boicot, or any successor to him in the trust, shall be a person appointed by the Company and the Corporate Trustee.

Any new trustee appointed hereunder shall execute, acknowledge and deliver to its or his co-trustee and also to the Company, an instrument accepting such appointment hereunder, and thereupon such new trustee shall become vested with all the estate, properties, interest, rights, powers and trusts, and, as well, with all the functions of its or his predecessor in the trust hereunder with like effect as if originally named as trustee herein without any further act, deed or conveyance; but the Trustee ceasing to act shall nevertheless, on the written request of the new trustee or the Company and after payment to the Trustee ceasing to act of its or his reasonable compensation then accrued and unpaid, and reimbursement of its or his proper expenses therefore incurred and not previously reimbursed, execute and deliver an instrument transferring to such new trustee, upon the trust herein expressed, all the estates, properties (including moneys and securities), interest, rights, powers and trusts of the Trustee so ceasing to act, and shall duly assign and deliver any moneys and securities held by such trustee to the new trustee so appointed in its or his place; it being understood that all moneys, securities and other property of any kind, the custody of which is given to the Corporate Trustee, shall always be in the custody of its successor.

Should any deed, conveyance or other instrument in writing from the Company be required by any new trustee for more fully and certainly vesting in or confirming to such new trustee, such estates, properties, interests, rights, powers and trusts, all such deeds, conveyances and instruments in writing shall be made, executed, acknowledged and delivered by the Company.

Any company into which the Corporate Trustee may be merged, or which it may be consolidated, or any company resulting from merger or consolidation to which the Corporate Trustee shall be a party, shall be the successor to the Corporate Trustee hereunder without the execution or filing of any paper or other further act on the part of the parties hereto, anything herein contained to the contrary notwithstanding.