

request or with the consent or approval (express or implied) of any person who at the time is the holder of any Bond secured hereby, shall be conclusive and binding upon all future holders of such Bond.

All rights of action under the Mortgage may be enforced by the Trustees without the possession of any of the Bonds or the production thereof on the trial or other proceedings relative thereto.

SECTION 6. The recitals contained herein and in the Bonds (except as contained in the Corporate Trustee's certificate of authentication endorsed on the Bonds), shall be taken as the statements of the Company, and the Trustees assume no responsibility for the correctness of the same. The Trustees make no representations as to the value of the mortgaged property, or as to the title of the Company thereto, or as to the validity or sufficiency of the Mortgage or of the Bonds or coupons. The Trustees shall not be accountable for the use or application by the Company of any of the Bonds or of the proceeds of such Bonds.

SECTION 7. Either of the Trustees or any paying agent or bond registrar, in his or its individual or any other capacity, may become the owner or pledgee of Bonds or coupons with the same rights as if he or it were not such Trustee, paying agent or bond registrar.

SECTION 8. Subject to the provisions of Section 4 of Article XVIII, all cash received by the Corporate Trustee hereunder, until used or applied as herein provided, and all cash received by the Corporate Trustee as paying agent in respect of the Bonds of any series, shall be held in trust for the purposes for which it was received, but need not be segregated from other funds except to the extent required by law. So long as no Event of Default shall have occurred and be continuing,

other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustees, be deemed to be conclusively proved and established by an Officers' Certificate delivered to the Corporate Trustee, and such Certificate shall be full warrant to the Trustees for any action taken, suffered or omitted by them under the provisions of the Mortgage upon the faith thereof.

SECTION 11. Any company into which the Corporate Trustee or any successor to it in the trusts created by the Mortgage may be merged, or with which it or any such successor may be consolidated, or any company resulting from any merger, conversion, or consolidation to which the Corporate Trustee or any such successor shall be a party, provided such company shall be a trust company or a banking corporation in good standing organized under the laws of the United States or of any State, and shall have an office in the City of Chicago, State of Illinois, or in the Borough of Manhattan, City and State of New York, and shall have a capital and surplus aggregating at least \$5,000,000, shall be the successor trustee under the Mortgage without the execution or filing of any paper or the performance of any further act on the part of the parties hereto. In case any of the Bonds shall have been authenticated but not delivered, any such successor trustee may adopt the certificate of authentication of The Northern Trust Company, or of any successor to it, as Corporate Trustee hereunder, and deliver the same so authenticated; and in case any of the Bonds shall not have been authenticated, any such successor trustee may authenticate such Bonds either in the name of any predecessor trustee or in its own name as such successor trustee, and in all such cases such certificate shall have the same full force which it has anywhere in the Bonds or the Mortgage provided that the certificate of the Corporate Trustee shall have; provided, however, that the right to authenticate Bonds in the name

any interest allowed on any such cash, shall be paid from time to time or upon the written order of the Company, signed by its President or any Vice President.

SECTION 9. The Company covenants and agrees to pay to the Trustees from time to time, and the Trustees shall be entitled to receive, reasonable compensation (which shall not be limited by the statutes of any state relating to the compensation of a trustee of an express trust), and the Company will pay or reimburse the Trustees upon their request for all reasonable expenses, disbursements and advances incurred or made by them in accordance with any of the provisions of the Mortgage (including the reasonable compensation and the expenses and disbursements of their counsel and of all persons not regularly in their employ) except any such expense, disbursement and advance as may arise from negligence or bad faith of the Trustees, or either of them. The Company also covenants to indemnify the Trustees for, and to hold them harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustees, arising out of or in connection with the acceptance or administration of the trusts created by the Mortgage, including the costs and expenses of defending themselves against any claim of liability in the premises. The obligations of the Company under this Section 9 to compensate and indemnify the Trustees and to pay or reimburse them for expenses, disbursements and advances shall constitute additional indebtedness hereunder and shall be secured by the lien hereof prior to the claims of the holders of Bonds upon the mortgaged property, except as to funds held in trust for the benefit of the holders of particular Bonds or coupons.

SECTION 10. Whenever in the administration of the trusts created by the Mortgage the Trustees shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless

of The Northern Trust Company shall extend only to its successor by merger, conversion or consolidation.

SECTION 12. Either of the Trustees or any successor trustee may at any time resign and be discharged from the trusts hereby created by giving to the Company written notice of such resignation and specifying a date upon which such resignation shall take effect. Notice of such resignation shall be published once each week for two successive weeks in a Daily Newspaper in the City of Chicago, State of Illinois, and in a Daily Newspaper in the Borough of Manhattan, City and State of New York, the first publication in each such newspaper to be not less than 60 days and not more than 90 days before the date specified in said notice for the resignation to take effect. Such resignation shall take effect on the date specified in said notice or on the date of the appointment of a successor trustee as hereinafter provided, whichever shall be earlier.

Either of the Trustees or any successor trustee may be removed with or without cause at any time by the holders of a majority in principal amount of the Outstanding Bonds by the delivery to such Trustee or successor trustee, as the case may be, of an instrument or concurrent instruments signed by such holders or their attorneys-in-fact duly authorized. Any trustee who shall resign or be so removed shall be entitled to its reasonable compensation then accrued and unpaid, and to reimbursement for proper expenses, therefore incurred and not previously reimbursed.

The Corporate Trustee shall have the power at any time, by instrument in writing duly executed by its President or Vice President under its corporate seal, to remove the individual Trustee from his position as one of the Trustees hereunder.