

and expenses, including counsel fees, which it may at any time incur hereunder; and the charges and expenses of the Trustee and of its counsel and all liability by it so incurred shall be secured by a lien prior to the lien of this Mortgage, and, if the Company shall fail, neglect or delay to pay the same promptly, they shall be paid from and out of any funds in the hands of the Trustee or from and out of the Trust Estate prior to any payment therefrom to or upon the order of the Company or of or on account of any of the bonds or coupons.

Section 3. The Trustee or any successor or successors hereunder may resign and be discharged of the trusts created by this Mortgage by executing an instrument in writing resigning such trusts, specifying the date when such resignation shall take effect, and filing the same with the Company at least thirty days (or such shorter time as may be accepted by the Board of Directors of the Company as adequate) before such resignation is to take effect. Such resignation shall take effect on the day specified in such instrument, unless previously a successor Trustee shall be appointed as hereinafter provided, in which event such resignation shall take effect immediately upon the appointment of such successor Trustee.

Any Trustee hereunder may be removed at any time by an instrument or concurrent instruments in writing, executed by the holders of two-thirds in principal amount of the bonds then outstanding and filed with the Trustee; and at any time prior to the authentication and delivery of any bonds or, if at any time all of the bonds previously authenticated and delivered shall have been surrendered to the Trustee and no bonds shall be outstanding hereunder, any Trustee hereunder, original or successor, may be removed by an instrument in writing executed by the Company and filed in like manner; and in such last mentioned case the Company by an instrument in writing executed by order of its Board of Directors may appoint a successor to the Trustee so removed.

In case at any time any Trustee, or any successor or successors, shall resign or shall be removed by holders of the bonds or shall otherwise become incapable of acting, a successor or successors to such Trustee in the trust may be appointed by the Company, if at the time of such resignation, removal or other incapacity the Company shall not be in default in any of its covenants herein expressed. If the Company shall be in default, then such successor or successors shall be appointed by the holders of a majority in principal amount of the bonds then outstanding by an instrument or concurrent instruments in writing signed by such holders of the bonds or their duly authorized attorneys in fact and filed with the Company; provided nevertheless and it is hereby agreed and declared that in case of any such registration, removal, or other incapacity, the Company, by an instrument in writing executed by order of its Board of Directors, may, notwithstanding the existence of such default, appoint such successor or successors, until a successor Trustee shall be appointed by the holders of the bonds as herein authorized. The Company shall publish notice of any such appointment by it made at least once in each calendar week (in each instance upon any day of the week) for four successive weeks in a newspaper of general circulation in the Borough of Manhattan, City of New York, and in a newspaper of general circulation in the City of Chicago, State of Illinois, but any new trustee appointed by the Company shall immediately and without further act be superseded by a trustee appointed by the holders of the bonds in the manner above provided.

If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article within sixty days after the resignation or removal of any Trustee hereunder shall have taken effect or after any Trustee hereunder shall have become incapable of acting, any holder of bonds or the retiring Trustee may apply to any court (state or federal), having jurisdiction, to appoint a successor Trustee, and such court may, if it deems proper, appoint a successor Trustee.

Every Trustee at any time appointed in succession to the Trustee hereunder shall be a bank or a trust company having an office in the Borough of Manhattan in the City of New York and having paid up capital and surplus aggregating not less than Five million (5,000,000) Dollars, unless there be no such bank or trust company fully authorized and qualified and willing to discharge the duties of the Trustee hereunder.

Section 4. If at any time or times in order to conform to any legal requirement the Company or the Trustee shall so request, the Company and the Trustee shall have the power to appoint and shall unite in the execution and delivery of all instruments and the performance of all acts necessary or proper to appoint some bank or trust company or one or more persons, approved by the Trustee, as additional Trustee or Trustees, either to act as co-trustee or co-trustees of all or any of the property at the time subject to the lien hereof, jointly with the Trustee originally named herein, or its successor or successors, or to act as a separate trustee or trustees of any or such property and in either case with such of the rights, powers, duties and obligations hereby conferred or imposed upon the Trustee as shall be stated in such instrument of appointment, the same to be exercised either jointly with the Trustee or separately as such instrument may prescribe, and the Company hereby irrevocably appoints the Trustee its agent and attorney, without any further act by the Company (whenever during the continuance of an event of default as defined in Section 1 or Section 2 of Article Eighth hereof the Company shall not within thirty days after request by the Trustee join with it in any such appointment) to appoint any such additional trustee or co-trustee and to execute, deliver and perform any and all instruments and agreements necessary or proper in connection therewith.

Any new Trustee appointed hereunder shall execute, acknowledge and deliver to its or his co-trustee or co-trustees, if any, and also to the Company and to the retiring Trustee, an instrument in writing accepting such appointment hereunder and, thereupon, such new Trustee, without any further act, deed or conveyance, shall become and be fully vested with all the properties, interests, rights, powers, trusts, duties and obligations of his or its predecessor in the trust or, if a co-trustee hereunder, with all such thereof as shall be described or set forth in the instrument of its or his appointment, with like effect as if originally named as Trustee herein and hereby vested with the same properties, interests, rights, powers, trusts, duties and obligations; but any Trustee ceasing to act shall, nevertheless, on the written request of the Company, or of the new Trustee, execute and deliver at the expense of the Company an instrument transferring to such new Trustee, or to such new Trustee and its or his co-trustee, upon the trusts herein expressed, all of the properties, interests, rights, powers and trusts of the Trustee so ceasing to act and shall duly assign, transfer and deliver all property and moneys held by or for the account of such Trustee to the new Trustee. Should any deed, conveyance, mortgage or other instrument in writing from the Company be required by the new Trustee for more fully and certainly vesting in and confirming to such new Trustee such properties, interests, rights, powers and duties, or any thereof, any and all such deeds, conveyances, mortgages and other instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

Any Trustee or Trustees hereunder may, so far as may be lawful, at any time, by an instrument in writing, constitute any other Trustee hereunder its, his or their agent and attorney in fact, with power and authority, to the full extent which may be permitted by law, to do all acts and things and exercise all discretions hereunder in behalf and in the name of the Trustee or Trustees executing such instruments.

Section 5. Any corporation into which the Trustee, or any successor to it in the trusts created by this Mortgage, may be merged or with which it, or any successor to it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee, or any such successor to it, shall be a party, provided, such corporation shall be a bank or trust company authorized to transact business in the Borough of Manhattan in the City of New York, shall be the successor Trustee under this Mortgage without the execution or filing of any paper or other act on the part of either of the parties hereto, anything herein to the contrary notwithstanding. 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 Trustee or of any successor or successors to it as such trustee hereunder and may deliver such bonds 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 the name of such successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said bonds or in this Mortgage provided that the certificate of the Trustee shall have.

Section 6. In all cases where this Mortgage does not make other express provision as to the evidence on which the Trustee may rely for any action, non-action, judgment or exercise of discretion on its part, the Trustee may accept as conclusive evidence of any fact or conclusion or circumstance, and may act or refrain from acting and shall be protected in acting or refraining from acting or in exercising any judgment or discretion under any provision of this Mortgage in reliance upon, a certificate signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company.

#### ARTICLE FOURTEENTH.

##### *Merger, Consolidation or Sale.*

###### Section 1. *The Company May Lease or Consolidate.*

Nothing contained in this Mortgage or in any bond hereby secured shall prevent any consolidation or merger of the Company with any other corporation, or any lease or conveyance or transfer, subject to the continuing lien of this Mortgage and to all the provisions thereof, of all, or any part of, the mortgaged premises, to a corporation at that time existing under and by virtue of the laws of any state or states or of the United States, and entitled to acquire the same; provided, however, that such consolidation, merger, sale or lease shall not impair the lien and security of this Mortgage, or any of the rights or powers of the Trustee or of the bondholders hereunder, and provided, further, that any such lease shall be made expressly subject to immediate termination by the Trustee at any time during the continuance of a default hereunder and also by the purchaser of the property so leased at any sale thereof hereunder, and provided further that, upon any such consolidation, merger, conveyance or transfer, the due and punctual payment of the principal of and interest upon all of said bonds according to their tenor, and the