

procure to be done any or all of the things in this indenture set forth but no such action on its part shall be construed as a waiver of its exemption from responsibility therefor. The trustee shall be protected in acting upon any notice request consent certificate bond affidavit or other paper or document believed by it to be genuine and to be signed by the proper party or parties. The trustee shall be entitled to be reimbursed from time to time by the Company for its proper outlays of any sort or nature by it, said trustee made or for which it may be obliged in the discharge of its trust, including disbursements for abstracts of title and continuation thereof and also its reasonable counsel fees and to receive a reasonable and proper compensation for any duty which it, said trustee may at any time perform in the discharge of his duty including proper compensation for certifying said bonds and for registering any of same that may be presented for registry under the terms hereof and for any and all other actions or services which it may be called upon by any one to perform or render under the terms of this mortgage or deed of trust. In case at any time it shall be necessary and proper for said trustee or its successors to make any investigation, respecting any facts preparatory to taking or not taking any action or doing or not to do anything under this trust deed as said trustee, the certificate of the company under its corporate seal sworn to by the President or secretary shall be sufficient evidence of such fact to protect the said trustee or its successors in any action that it may take by reason of the supposed existence of such fact. Neither of the parties of second part shall be in any way responsible for any act or omission of the other of said parties of the second part.

Article XIX. In case of the resignation incapacity or inability to act hereunder of the said Central Trust Company of Illinois it shall be lawful for the holders of a majority in amount of the bonds then outstanding to appoint a successor by writing by them signed or for any judge of a United States Circuit Court in the ninth circuit in default of such appointment to appoint such successors on the application of the holders of not less than one fourth in amount of the bonds secured hereby then outstanding. The Company may appoint a successor temporarily until a regular appointment is made in the manner hereinbefore provided. In case of resignation removal incapacity or inability to act hereunder of the said A. Uhrlaub, it shall be lawful for the said Central Trust Company of Illinois or its successors in trust to appoint some male adult citizen of the United States to act as one of the trustees hereunder in his place. In case of resignation inability or incapacity to act hereunder of said Central Trust Company of Illinois or its successors for the time being and in case a successor has been appointed and until the appointment of such successors all the power herein given to said Central Trust Company shall for the time being vest in said A. Uhrlaub or his successor in trust but the said company is not authorized in any event to make payments for the sinking fund or to make deposits of money for the redemption or payment of bond and coupons with said A. Uhrlaub or his successors in trust. Any act so done by said A. Uhrlaub or his successors in trust shall have the same effect as if done by said Central Trust Company of Illinois or its successors and shall relieve said Central Trust Company or its successors of any duty or obligation to do such act except that any instrument given to discharge or cancel this mortgage or deed of trust under the provisions of Article XVII hereof shall be signed by both parties of the second part or their successors. Whenever said A. Uhrlaub or his successor shall under the provisions of this article exercise any powers to perform any of the duties granted to the Trustee by the terms of this indenture he or his successor shall in reference to such exercise of power or performance of duty, be entitled to all protection immunity and recompense hereinbefore granted to the trustee in regard to such power or duty.

Any act herein required or authorized to be performed by the trustee may be performed by the trustee or its successors in trust and said A. Uhrlaub or his successor in trust jointly and shall be so performed if such joint performance shall be necessary to the legality of such act.