

Company, and signed by the holders of a majority in amount of the bonds hereby secured and then outstanding exclusive of bonds in the sinking fund.

Section 5. In case of either of the Trustees hereunder shall resign or be removed, or cease to exist, or otherwise become incapable of acting hereunder, a successor may be appointed by the holders of a majority in interest of the bonds hereby secured and then outstanding by an instrument or concurrent instruments in writing signed by such holders, or by their attorneys-in-fact duly authorized; provided nevertheless, that in case of such vacancy the Company by an instrument executed by order of its board of Trustees, and signed by its President or its Vice President, and attested by its Secretary or Assistant Secretary, and under its corporate seal may appoint a Trustee to fill such vacancy who shall continue as Trustee hereunder unless a successor Trustee shall within six months be appointed by the bondholders in the manner above provided; and any such temporary Trustee so appointed by the Company shall immediately and without further act be superseded by the Trustee so appointed within said period of six months by such bondholders. Every such Trustee so appointed by the Company or by the bondholders as a successor to the Harris Trust and Savings Bank shall be a trust company in good standing, having a capital and surplus of not less than \$1,000,000, if there be such a trust company willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 6. Every trustee appointed hereunder as successor to a trustee shall execute, acknowledge and deliver to the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties rights, powers, trusts, duties and obligations of its or his predecessor; but such predecessor shall, nevertheless, on the written request of the Company, or of the successor trustee, execute and deliver an instrument transferring to such successor trustee, all the estate, properties, rights powers and trusts of such predecessor hereunder, and shall duly assign, transfer and deliver all property and moneys held by it or him to such successor. Should any deed, conveyance or instrument in writing from the Company be required by any successor trustee for more fully and certainly vesting in such trustee the estate, rights, powers and duties hereby vested in the Trustees, or either of them, any and all such deeds, conveyances and instruments in writing shall on request, be executed, acknowledged and delivered by the Company. The resignation of any trustee and the instrument or instruments removing any trustee and appointing a successor trustee hereunder, together with all deeds, conveyances and other instruments provided for in this article shall, at the expense of the Company, be forthwith filed for record in the county or counties wherein the mortgaged properties are located.

Section 7. In case the Company shall fail seasonably to pay any rent, tax, assessment or governmental or other charge upon any part of the mortgaged property, or any royalty, license tax or franchise dues, or shall fail to pay when due the principal or interest of any indebtedness constituting a lien prior to this indenture on any part of the mortgaged property, or to procure and maintain reasonable and proper insurance thereon as aforesaid, the trustee may pay such rent tax, dues, royalty, assessment or governmental charge or principal or interest, or procure and maintain such insurance, without prejudice, however, to any rights of the Trustees or the bondholders hereunder arising in consequence of such failure; and any amount at any time so paid under this section with interest thereon from the date of payment at the rate of six per cent (6%) per annum, shall be repaid by the Company upon demand, and shall become so much additional indebtedness secured by this indenture and the same