

SUFFICIENCY OR EFFECT OF ANY PLEDGED SECURITIES; NOR FOR THE NATURE, EXTENT OR AMOUNT OF THE SECURITY AFFORDED HEREBY; NOR BE RESPONSIBLE FOR ANY BREACH BY THE COMPANY OF ANY COVENANT IN THIS INDENTURE CONTAINED; NOR SHALL EITHER TRUSTEE BE UNDER ANY DUTY TO SEE TO THE PERFORMANCE OR OBSERVANCE OF ANY OF THE COVENANTS OR AGREEMENTS HEREOF ON THE PART OF THE COMPANY, OR TO SEE THAT ANY PROPERTY INTENDED TO BE CONVEYED OR ASSIGNED TO SUCH TRUSTEE IS PROPERLY AND LEGALLY SUBJECTED TO THE LIEN HEREOF.

(L) EACH TRUSTEE MAY IN HIS OR ITS DISCRETION ADVISE WITH COUNSEL, ACCOUNTANTS AND ENGINEERS (WHO MAY BE EMPLOYES OF THE COMPANY) TO BE SELECTED BY SUCH TRUSTEE AND TO BE EMPLOYED AT THE EXPENSE OF THE COMPANY, AND ANYTHING DONE OR SUFFERED IN GOOD FAITH BY SUCH TRUSTEE IN ACCORDANCE WITH THE OPINION OR CERTIFICATE OF ANY SUCH COUNSEL, ACCOUNTANT OR ENGINEER SHALL BE CONCLUSIVE IN FAVOR OF SUCH TRUSTEE, AND BINDING ON THE HOLDERS OF THE BONDS AND COUPONS SECURED HEREBY.

(M) SHOULD ANY SUIT OR OTHER PROCEEDING BE BROUGHT AGAINST EITHER TRUSTEE BY REASON OF ANY MATTER OR THING CONNECTED WITH THE TRUST HEREBY CREATED, OR BY REASON OF BEING SUCH TRUSTEE, SUCH TRUSTEE MAY REQUIRE THE COMPANY TO INDEMNIFY IT OR HIM AND THE COMPANY HEREBY COVENANTS AND AGREES SO TO DO ON DEMAND; AND NEITHER TRUSTEE SHALL BE UNDER ANY OBLIGATION TO ENTER ANY APPEARANCE BY COUNSEL OR IN ANY WAY APPEAR IN OR DEFEND SUCH SUIT OR PROCEEDING UNTIL INDEMNIFIED TO THE FULL SATISFACTION OF SUCH TRUSTEE FOR SO DOING; BUT SUCH TRUSTEE MAY IN HIS OR ITS DISCRETION APPEAR AND DEFEND SUCH SUIT OR PROCEEDING WITHOUT INDEMNITY IF SUCH TRUSTEE ELECTS SO TO DO, AND IN SUCH CASE SHALL BE COMPENSATED THEREFOR FROM THE MORTGAGED PROPERTY.

(N) EITHER TRUSTEE, AND ANY SUCCESSOR OR SUCCESSORS HEREAFTER APPOINTED, MAY RESIGN AND BE DISCHARGED OF THE TRUST HEREBY CREATED BY WRITTEN NOTICE THEREOF TO THE COMPANY SPECIFYING THE DATE WHEN SUCH RESIGNATION SHALL TAKE EFFECT AND DELIVERING THE SAME TO THE COMPANY THIRTY DAYS, (OR SUCH SHORTER TIME AS THE BOARD OF DIRECTORS OF THE COMPANY MAY ACCEPT AS ADEQUATE) BEFORE SUCH RESIGNATION TAKES EFFECT, AND BY PUBLICATION AT LEAST ONCE IN EACH WEEK FOR FOUR SUCCESSIVE WEEKS IN A DAILY NEWSPAPER, PUBLISHED IN THE CITY OF CHICAGO, ILLINOIS, THE LAST PUBLICATION TO BE MADE PRIOR TO THE DATE THE RESIGNATION IS TO TAKE EFFECT. SUCH RESIGNATION SHALL TAKE EFFECT ON THE DAY SPECIFIED IN SAID WRITING UNLESS PREVIOUSLY A SUCCESSOR TRUSTEE SHALL BE APPOINTED AS HEREINAFTER PROVIDED, IN WHICH EVENT SUCH RESIGNATION SHALL TAKE EFFECT IMMEDIATELY UPON THE APPOINTMENT AND QUALIFICATION OF SUCH SUCCESSOR TRUSTEE.

(O) EACH TRUSTEE MAY BUY, SELL, OWN, HOLD AND DEAL IN BONDS AND COUPONS HEREBY SECURED, AND MAY JOIN IN ANY ACTION WHICH ANY BONDHOLDER MAY BE ENTITLED TO TAKE, WITH LIKE EFFECT AS THOUGH SUCH TRUSTEE WERE NOT A PARTY TO THIS INDENTURE.

(P) NOTWITHSTANDING ANYTHING IN THIS INDENTURE CONTAINED TO THE EFFECT THAT ANY MATTER OF FACT NECESSARY TO BE ASCERTAINED BY EITHER TRUSTEE SHALL BE CONCLUSIVELY ESTABLISHED BY ANY CERTIFICATE, STATEMENT OR OTHER PAPER, FILED WITH SUCH TRUSTEE, SUCH TRUSTEE MAY NEVERTHELESS (BUT SHALL UNDER NO CIRCUMSTANCE BE OBLIGATED SO TO DO) MAKE SUCH INDEPENDENT INVESTIGATION AS MAY SEEM FIT WITH RESPECT TO ANY SUCH MATTER, AND THE EXPENSE THEREOF SHALL BE BORNE BY THE COMPANY, OR, IF PAID BY EITHER TRUSTEE, SHALL BE REPAID BY THE COMPANY UPON DEMAND WITH INTEREST AT THE RATE OF SIX AND ONE-HALF PER CENTUM PER ANNUM.

ARTICLE XIII.

SECTION 1. THE TRUST COMPANY, OR ANY SUCCESSOR TO THE TRUST COMPANY HEREAFTER