

or whatever office or offices at that time by law shall have the lawful custody of the records of deeds and mortgages in such places; and in case such majority do not agree upon the appointment of a new Trustee or Trustees within thirty (30) days after a vacancy shall occur, then said Railroad Company or the holder of any of said bonds may apply to any court having jurisdiction for the appointment of a new Trustee or Trustees, upon such notice as said court shall prescribe to be given, or in such manner and upon such notice as shall be in accordance with the rules and practice of the court; and such Trustee or Trustees so appointed shall on his, its or their acceptance of such appointment, without any further assurance, be vested with all the powers, rights, estates and interest granted or conferred upon the Trustee herein named. Such new appointments may be made successively, from time to time, as often during the continuance of the trust hereby created as occasion may arise.

The Trustee, herein appointed, is hereby given the authority, right and power to appoint a co-trustee under this indenture, which appointment shall be made by filing with the Secretary of the Railroad Company the written designation and appointment of said co-trustee; and when such appointment shall be so made, the Trustee so named shall, with the Trustee named herein, be vested jointly with it with all the title, powers, duties and assets possessed under this instrument by the MISSISSIPPI VALLEY TRUST COMPANY, Trustees, herein named.

ARTICLE TWENTY-FOURTH: Nothing herein express or implied shall be construed to confer or give to any person or corporation, other than the parties hereto and the holders and owners from time to time of bonds and coupons hereby secured, any right, remedy or claim under or by reason of any covenant or stipulation herein, and all covenants and stipulations shall be for the exclusive benefit of the parties hereto and the holders and owners of bonds and coupons hereby secured.

ARTICLE TWENTY-FIFTH: No recourse shall be had for the payment of any part of the principal or interest of any of the bonds secured hereby as against any incorporator or any present or future stockholder, officer or director of said Railroad Company, either directly or through said Railroad Company, by virtue of any statute or by the enforcement of any assessment, or otherwise; and any and all liability of said incorporators, stockholders, directors and officers being by the acceptance of said bonds and as a part of the consideration for the issuance thereof, expressly released.

ARTICLE TWENTY-SIXTH: The term "Railroad Company", as used in this indenture or in the bonds hereby secured, shall mean not only the party of the first part hereto, but also any successor corporation with which it may be consolidated or merged or which may purchase the property hereby mortgaged as an entirety, and any successors of such successors. Every such successor corporation shall possess and from time to time may exercise each and every right and power of the party of the first part hereto. Any act or proceedings by any provision herein required to be done or performed by any directors or officers of said party of the first part may, at the respective times, be done and performed with like force and effect by the directors or officers of such successor corporation. The term "Trustee", as herein used or as used in said bonds, shall mean the party of the second part herein and its successors in trust for the time being.

IN WITNESS WHEREOF, said Railroad Company has caused these presents to be signed in its name by its President or a Vice-President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereunto affixed; and to evidence its acceptance of the trusts hereby created the MISSISSIPPI VALLEY TRUST COMPANY has caused these presents to be signed by James H. Grover, its duly authorized attorney in fact: all as of the day and year first