

All recitals herein are made on behalf of the Blazier Company and the Railroad Company, and the Trustee assumes no responsibility as to the correctness of any statement herein contained. As a condition precedent to the acceptance of the trusts herein, it is agreed that the Trustee has no responsibility as to the validity of this mortgage indenture, nor as to its execution or acknowledgment, nor as to the amount or extent of the security afforded by the property hereby conveyed, and the Trustee shall not be in any way liable for the consequences of any breach on the part of any of the parties of the first part of their covenants herein contained, nor for anything hereunder except its own wilful negligence.

ARTICLE TWENTY-ONE: If any note issued hereunder and its coupons be mutilated, destroyed or lost, the parties of the first part in their discretion, upon conditions prescribed by J.E. Blazier, may issue, and the Trustee in its discretion may certify, a new note of like tenor, amount and date, bearing the same serial number, in exchange and upon cancellation of any note and coupons mutilated, or in lieu of any note and coupons destroyed or lost, upon the owner thereof filing with the Trustee satisfactory evidence that such note and coupons were destroyed or lost, and furnishing the parties of the first part and the Trustee with indemnity satisfactory to them and paying all the expenses incident to the issue of the new note or notes; and such new note with the proper coupons thereon may be executed by the signatures of then proper officers of the corporate makers and the other makers. No liability shall in any wise attach to the Trustee for any act purporting to be done under the authority of this article.

ARTICLE TWENTY-SECOND: Any Trustee hereunder may resign or discharge itself or himself of and from the trusts hereby created by notice in writing to the Blazier Company given thirty days before such resignation is to take effect, or such shorter time as the Blazier Company may accept as sufficient notice, and, in case of a vacancy in the office of said Trustee, a successor or successors may, by the holders of a majority of the notes and bonds then outstanding be appointed by an instrument in writing duly signed and acknowledged by them, which instrument shall be recorded in the offices of the Recorders where this instrument may be recorded, 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 parties of the first part or the holder of any of said notes or 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 Blazier 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, Trustee, herein named.