

of the Railroad Company of its covenants herein contained, nor for anything hereunder except its own wilfull negligence.

ARTICLE TWENTY-THIRD: If any bond issued hereunder and its coupons be mutilated, destroyed or lost, the Railroad Company, in its discretion, upon conditions prescribed by its Board of Directors, may issue, and the Trustee in its discretion may certify, a new bond of like tenor, amount and date, bearing the same serial number, in exchange and upon cancelation of any bond and coupons mutilated, or in lieu of any bond and coupons destroyed or lost, upon the owner thereof filing with the Trustee satisfactory evidence that such bond and coupons were destroyed or lost, and furnishing the Railroad Company and the Trustee with indemnity satisfactory to them and paying all the expenses incident to the issue of the new bond or bonds; and such new bond with proper coupons thereon may be executed by the signatures of the then proper officers of the Railroad Company. 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-FOURTH: Any Trustee hereunder may resign or discharge itself or himself of and from the trusts hereby created by notice in writing to the Railroad Company given thirty days before such resignation is to take effect, or such shorter time as the Railroad 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 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 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 assignment, 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-trustees 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.

ARTICLE TWENTY-FIFTY: Nothing herein expressed 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 of bonds and coupons hereby secured.

ARTICLE TWENTY-SIXTH: 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