

JOHNSON-COX COMPANY, PRINTERS, TACOMA—42252

this indenture as herein provided, and (c) such franchises repairs and additional property as may be acquired by the successor corporation (1) to maintain, renew and preserve the franchises covered by this indenture and to maintain the property mortgaged and intended to be mortgaged hereunder as an operating system or systems in good repair, working order and condition, or (2) in pursuance of some covenant or agreement hereof to be kept or performed by the Company.

ARTICLE XVII.

CONCERNING THE TRUSTEES.

Section 105. The Trustees accept the trust hereby created but only upon the terms and conditions set forth in this article XVII to all of whom the holders of the bonds at any time issued hereunder by the acceptance hereof agree.

Section 106. The recital of the facts herein contained shall be taken as statements of the Company and the Trustees assumes no responsibility for the correctness of the same.

The Trustees make no representations as to the value of the mortgaged and pledged property or any part thereof, or as to the title of the Company thereto, or as to the security afforded thereby and hereby, or as to the validity of this Indenture or of the bonds or coupons issued hereunder, and the Trustees shall incur no responsibility in respect of such matters.

Section 107. The Trustee shall be under no duty to file or record or cause to be filed or recorded this Indenture, or any instrument supplemental hereto, as a mortgage, conveyance or transfer of real or personal property, or otherwise, or to re file or re-record or renew the same, or to procure any further, other, or additional instrument of further assurance, or to see to the delivery to it of any personal property intended to be mortgaged or pledged hereunder, or to do any other act which may be suitable to be done for the better maintenance or continuance of the lien or security hereof, or for giving notice of the existence of such lien, or for extending or supplementing the same or to see that any property intended now or hereafter to be conveyed in trust hereunder is subjected to the lien hereof. The Trustees shall not be liable for the failure of the Company or of any subsidiary Company to insure or renew insurance or for responsibilities of insurers, or for the adequacy of any method or plan of protection against loss by fire adopted by the Company as permitted by the provisions of Section 40 hereof, or by a subsidiary company as permitted by subdivision (5) of Section 60 hereof, or for the failure of the Company to pay any taxes or taxes in respect of the mortgaged and pledged property, or any part thereof, or otherwise, nor shall the Trustees be under any duty in respect of any tax which may be assessed against them or either of them or the owners of the bonds outstanding hereunder in respect of the mortgaged and pledged property. The Trustees shall be under no duty or responsibility with respect to the validity or value of any securities at any time held by them or either of them hereunder. The Trustees shall be under no responsibility or duty with respect to the disposition of the bonds authenticated and delivered hereunder or the application of the proceeds thereof or the application of any moneys paid to the company under any of the provisions hereof.

Section 108 The Trustees may execute any of the trusts or powers hereof and perform any duty hereunder, either themselves or by or through their attorneys, agents or employees, and they shall not be answerable or accountable for any act, default, neglect, or misconduct of any such attorney, agents or employees, if reasonable care shall have been exercised in the appointment and retention thereof, nor shall the Trustees or either of both be otherwise answerable or accountable under any circumstances whatsoever, except their own bad faith. Whenever it is provided in this Indenture that the Trustees or either of them, shall take any action either upon the happening of a specified event or upon the