

JOHNSON-COX COMPANY, PRINTERS, TACOMA 42254

coupon, as the case may be, who shall thereafter be restricted exclusively to said funds for any claim of whatsoever nature on the part of such holder under this Indenture or on any said bond or any coupon appertaining thereto, or on said overdue coupon. The Corporate Trustee shall not be liable to any bondholder for any interest on any moneys deposited with the Corporate Trustee pursuant to any of the provisions of this indenture for the payment of principal, premium or interest on any Bonds secured hereby. Nothing in this indenture contained shall, however, affect or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on each of the bonds issued hereunder to the respective holders thereof at the time and place in said bonds and the appurtenant coupons expressed, subject, however, to the right of the Company to redeem bonds of any one or more series prior to maturity if and to the extent that such right to redemption may be provided for in respect of such bonds in accordance with the provisions hereof.

In case the holder of any such bond or coupon shall not, within six (6) years after such deposit, claim the amount deposited as above stated, for the payment thereof, the Corporate Trustee shall, upon demand, pay over to the Company such amount so deposited, if the Company is not at the time in default hereunder; and the Corporate Trustee shall thereupon be relieved from all responsibility to the holder thereof, and in the event of such payment to the Company the holder of any such bond or coupon shall be deemed to be an unsecured creditor of the Company for an amount equivalent to the amount deposited as above stated for the payment thereof and so paid over to the Company.

Section 137. Any power, privilege or right expressly or appliedly reserved to or in anyway conferred upon the Company or any other corporation or any individual or co-partnership owning property subject to the lien of this indenture by any provisions of this Indenture, whether such power, privilege or right is in anyway restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restrictions if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued hereunder and provided that a breach thereof shall be equivalent to a default under this Indenture, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien thereof shall be situated. The Trustees are hereby authorized to join with the Company or with any other corporation or any individual or co-partnership owning property subject to the lien of this indenture, as the case may be, in the execution of any such instrument or instruments. Such Instruments executed and acknowledged as aforesaid, shall be delivered to the Corporate Trustee and thereupon any modification of the provisions of these presents therein set forth authorized by this section, shall be binding upon the parties hereto, their successors and assigns, and the holders of the bonds and coupons ^{hereby} secured. Anything herein to the contrary notwithstanding, this section shall not be construed to permit any act, waiver, surrender or restriction adversely affecting any bonds then outstanding hereunder.

Section 138. Subject to the provisions of Article XVI ^{hereof} whenever in this indenture either of the parties ~~hereto~~ is named or referred to (except as provided in subdivision (1) of Section 6 hereof) this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Company or by or on behalf of the Trustees shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

Section 139. The titles of the several articles of this Indenture shall not be deemed to be any part thereof.

Section 140. This indenture shall be simultaneously executed in several counterparts and all such counterparts executed and delivered, each as an original, shall constitute