

YAKIMA BINDERY & PTD. CO. 187997

thereafter shall form part hereof for any one or more of the following purposes:

(a) To convey, transfer and assign to the Trustee and to subject to the lien of this indenture, with the same force and effect as though included in the granting clause hereof, additional railroads or leases thereof, bonds, shares of capital stock, equipment and any other property then owned by the Railway Company, acquired by it through consolidation or merger or by purchase, or otherwise. The prior debt secured by mortgage to which any lines of railroad so conveyed shall be subject, shall be specified and described and the amount thereof stated in such supplemental indenture; and the prior debt so specified and described shall thereupon and thereafter be deemed and taken to be included in Section 2 of Article Three hereof.

(b) To specify and state the bonded indebtedness, and the amount thereof, of any company which hereafter shall be consolidated with or merged into, or whose railroad property hereafter shall be acquired by, the Railway Company, although such bonded indebtedness may not be secured by mortgage, which bonded indebtedness is to be regarded as forming a part of the prior debt of the Railway Company, and to retire which, at or before maturity, bonds are to be reserved as provided in Section 3 of Article Three hereof.

(c) To evidence the succession of another corporation to the Railway Company, or successive successions, and the assumption by a successor corporation of the covenants and obligations of the Railway Company under this indenture.

(d) To make provision for the appointment of a co-trustee as hereinafter provided for in Section 6 of Article Twelve of this indenture.

(e) To make such provision as may be necessary or desirable with respect to any series of bonds, if any, issued under this indenture, convertible into shares of the capital stock of the Railway Company.

(f) To add to the limitations on the authorized amount, issue and purposes of issue of bonds issuable under Sections 5 and 7 of Article Three of this indenture, other than the limitations herein provided for.

(g) To make provision in regard to matters or questions arising under this indenture as may be necessary or desirable and not inconsistent with this indenture.

Sec. 2. The Trustee is hereby authorized to join with the Railway Company in the execution of any such supplemental indenture to make the further agreements and stipulations which may be therein contained and to accept conveyance, transfer and assignment of any property thereunder.

ARTICLE TWELVE. Concerning the Trustee.

Section 1. The Trustee shall not be answerable for the default or the misconduct of any agent or attorney appointed in pursuance hereof, if such agent or attorney shall have been selected with reasonable care, or for the exercise of any discretion or power hereunder, or for anything whatever in connection with this trust, except its own wilful misconduct or gross negligence. The Trustee shall be protected in acting upon any notice, request, consent, certificate, bond or other paper or document believed by it to be genuine and to have been signed by the proper party.

The Trustee shall not be personally liable for any debts duly contracted by it, or for damages to persons or property carried or injured, or for salaries or nonfulfillment of contracts, during any period wherein the Trustee shall manage the trust property or premises upon entry or voluntary surrender as aforesaid. Neither shall the Trustee be under any obligation to take any action towards the execution or enforcement of the trusts hereby created, which, in the opinion of the Trustee, shall be likely to involve expense or liability, unless one or more of the holders of the General Mortgage bonds shall, as often as required by the Trustee, furnish indemnity satisfactory to it against such ex-