

shall be likely to involve it in expense or liability, unless one or more of the holders of the bonds secured hereby shall, as often as required by the Trustee, furnish it reasonable indemnity against such expense or liability; nor shall the Trustee be required to take notice of any default hereunder, unless notified in writing of such default by the holders of at least five (5) per cent. in amount of the bonds then outstanding, or to take any action in respect of any default unless requested to take action in respect thereof by a writing signed by the holders of not less than twenty-five (25) per cent. in amount of the bonds then outstanding and tendered reasonable indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor this provision thereof, shall affect any discretion herein given to the Trustee to determine whether or not it shall take action in respect of such default, or to take action without such request. The Trustee shall be protected in acting upon any notice, request, consent, certificate, writing, note, resolution, bond or other proper document believed by it to be genuine, and to be signed by the proper parties. The Trustee shall not be responsible for the recording of this Indenture and shall not be required to file the same as a chattel mortgage.

Section 2. The Trustee or any Trustee hereafter appointed may resign and be discharged of the trusts created by this Indenture by giving written notice thereof to the Mortgagor Company at least sixty (60) days previously, or such other time as may be accepted by the Mortgagor Company as sufficient notice, and by due execution of the conveyance herein acquired. The Trustee may be removed at any time by an instrument in writing under the hands of seventy-five (75) per cent. in amount of the holders of the bonds then outstanding.

Section 3. In case at any time any Trustee hereunder shall resign or be removed or otherwise become incapable of acting, a successor may be appointed by the holders of a majority in amount of the bonds then outstanding by an instrument or concurrent instruments signed by such bondholders or their attorneys in fact, duly authorized and delivered to such successor Trustee; provided, nevertheless, and it is hereby agreed and declared that in case at any time there shall be a vacancy in the office of Trustee hereunder, the Mortgagor Company, prior to the appointment of a new Trustee by the bondholders as above provided, may appoint a Trustee to fill such vacancy until a new Trustee shall be appointed by the bondholders as herein authorized. Notice of such appointment by the Mortgagor Company shall be published once a week for six consecutive weeks in a newspaper of general circulation published in the Borough of Manhattan in the City of New York, in the State of New York, and a newspaper of general circulation published in the City of Portland, State of Oregon, and a new Trustee so appointed by the Mortgagor Company shall be immediately and without further act be superseded by a Trustee appointed in the manner above provided by the holders of a majority in amount of the bonds secured hereby prior to the expiration of six (6) months after the last publication of such notice. Each such successor Trustee shall be a trust company in good standing doing business in the City of New York and having a capital and surplus amounting to at least two million dollars (\$2,000,000), if there be any such trust company willing and able to accept the trust upon reasonable or customary terms.

If a majority in amount of the bondholders fail to exercise their right of appointment and to appoint a successor Trustee within said six months, then such rights shall cease and the appointment by the Mortgagor Company made as above provided shall become permanent, subject always to resignation and removal as above provided. Any new Trustee appointed hereunder shall execute, acknowledge and deliver to the Trustee last in office and also to the Mortgagor Company an instrument accepting such appointment hereunder and all of the provisions of this Indenture, and thereupon such new Trustee, without any further act, deed