

of said Mortgagors to perform their part of this agreement, and the said TRUSTEE, its successors and assigns assumes no responsibility for the correctness of the facts or statments of facts in this instrument made or in the validity of this Mortgage or Deed of Trust or of the bonds secured hereby. The TRUSTEE may resign the trust hereby created upon giving twenty days notice, in writing, to the said Mortgagors, in which case it shall be the duty of the said Mortgagors, and they hereby agree, to call a meeting of said bondholders and give them thirty days notice thereof; said notice shall call attention of the bondholders to the fact that said TRUSTEE has resigned and shall also give the date and place of meeting for the purpose of electing its successor, at the time and place specified in said notice. At any such meeting the holders of said bonds shall organize and proceed to elect a suitable person or corporation to act as Trustee under this agreement and a majority in amount of said bonds legally represented at said meeting shall be competent to elect such new Trustee and the person or corporation so elected shall immediately upon election and acceptance in writing of said trust become invested with all the estate, trust, rights, powers and duties of the present trustee herein, and shall be entitled to receive from the present Trustee all the moneys, properties, mortgages, bonds, assurances pertaining or relating to its trust, and the due execution thereof, and the said Trustee hereby agrees to turn over to its successors in interest, if at any times there be one, anything and everything it has in its possession in any way affecting the trust hereby created. It shall be the duty of all bondholders and other parties interested in this agreement to keep said Trustee notified as to their respective post office addresses, and all notices required by this agreement shall be given by the Trustee by mailing said notices to the addresses so furnished to the said Trustee, and all the parties interested herein hereby agree that any such notice sent out and given as provided herein shall be a good and valid and legal and sufficient notice for any of the purposes in all the matters herein referred to.

Said bonds must be immediately placed in the hands of said Trustee, and said Trustee shall not deliver said bonds to any person or persons, corporation or corporations, except upon payment to said Trustee by purchasers of at least the par value of said bonds, and the moneys so received by said Trustee, until said Railroad is fully completed shall be paid out only for the necessary expenses of the issue and sale of said bonds and upon certificates of the engineer in charge of the construction of said railroad, and it shall be the duty of the said Engineer at the end of each month to issue to the said Trustee a certificate showing the amount and value of work and labor done and the amount and price of all supplies purchased, and when said certificate of said Engineer is given to said Trustee and the amount therefor seems proper to said Trustee, he shall then issue his check in payment of said work and labor and material if the said Trustee has in his possession any moneys available therefor.

All measurements of timber referred to herein shall be "mill scale."

IN WITNESS WHEREOF the CAPE HORN RAILROAD COMPANY, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed, executed and sealed by its President and Secretary, and its corporate seal to be hereunto affixed this 20th day of May, 1908.

Signed Sealed and Delivered in
the Presence of Us as Witnesses:

N.C. Hogg

W.E. Farrell.

(CORPORATE)
(SEAL)

CAPE HORN RAILROAD COMPANY

By J.E. Blazier
President

CAPE HORN RAILROAD COMPANY

By E.J. Blazier
Secretary.

IN WITNESS WHEREOF the OREGON-WASHINGTON LOGGING COMPANY pursuant to a resolution of its Board of Directors duly and legally adopted, has caused these presents to be signed, executed and sealed by its President and Secretary, and its corporate seal to be hereunto affixed this