

OF MONEY HEREIN COVENANTED TO BE PAID BY THE COMPANY.

(I) ANY MONEY RECEIVED BY THE TRUSTEE UNDER ANY PROVISION OF THIS INSTRUMENT MAY BE HELD BY IT UNTIL IT IS REQUIRED TO PAY IT OUT, CONFORMABLY HEREWITH, WITHOUT ANY LIABILITY FOR INTEREST THEREON.

(J) IT SHALL NOT BE CHARGEABLE WITH NOTICE OF ANY DEFAULT ON THE PART OF THE COMPANY EXCEPT UPON DELIVERY TO IT OF A DISTINCT SPECIFICATION IN WRITING OF SUCH DEFAULT, IN THE MANNER PROVIDED IN ARTICLE V HEREOF.

(K) IT SHALL NOT BE PERSONALLY LIABLE FOR ANY DEBTS CONTRACTED BY IT, OR FOR DAMAGE TO PERSONS OR PROPERTY INVOLVED, OR FOR SALARIES OR NONFULFILMENT OF CONTRACT DURING ANY PERIOD WHEREIN IT SHALL MANAGE THE TRUST PROPERTY OR PREMISES AS HEREIN PROVIDED; NOR SHALL IT BE LIABLE OR RESPONSIBLE FOR PERMITTING OR SUFFERING THE COMPANY, ITS AGENTS OR SERVANTS, TO RETAIN OR BE IN POSSESSION OF OR MANAGE, CONDUCT OR CONTROL THE PROPERTY HEREBY MORTGAGED OR INTENDED SO TO BE; NOR SHALL IT BECOME RESPONSIBLE FOR ANY DESTRUCTION, DETERIORATION, LOSS, INJURY, OR DAMAGE WHICH MAY BE DONE TO SUCH PROPERTY BY THE COMPANY, ITS SERVANTS OR AGENTS, OR BY ANY PERSON OR PERSONS WHOMSOEVER; NOR SHALL IT BE HELD RESPONSIBLE FOR THE CONSEQUENCE OF ANY BREACH BY THE COMPANY, ITS AGENTS OR SERVANTS, OF ANY OF THE COVENANTS, AGREEMENTS OR OBLIGATIONS HEREIN, OR IN SAID BONDS CONTAINED, ON THE PART OF THE COMPANY, ITS AGENTS OR SERVANTS, OF ANY KIND, CHARACTER OR NATURE WHATSOEVER.

(L) NOTWITHSTANDING THE DESIGNATION HEREIN OF FINANCIAL INSTITUTIONS, OTHER THAN THE TRUSTEE, AS ALTERNATIVE PLACES OF PAYMENT OF THE PRINCIPAL AND / OR INTEREST OF BONDS HEREBY SECURED, THE FULL AMOUNT REQUIRED UPON ANY INTEREST PAYMENT DATE FOR THE PAYMENT OF INTEREST AND / OR PRINCIPAL OF BONDS SECURED HEREBY SHALL BE DEPOSITED BY THE COMPANY WITH THE TRUSTEE, PRIOR TO SUCH INTEREST PAYMENT DATE, FROM WHICH DEPOSIT THE TRUSTEE SHALL PAY ALL DUE AND PAYABLE BONDS AND/OR COUPONS PRESENTED TO IT FOR PAYMENT, AND SHALL REFUND TO THE COMPANY SO MUCH OF SUCH DEPOSIT AS SHALL BE REPRESENTED BY CANCELLED BONDS AND/OR COUPONS DELIVERED TO IT BY THE COMPANY.

SECTION 2. THE TRUSTEE MAY AT ANY TIME RESIGN FROM THE TRUST HEREBY CREATED BY GIVING THIRTY (30) DAYS' WRITTEN NOTICE TO THE COMPANY, AND SUCH RESIGNATION SHALL TAKE EFFECT AT THE END OF SUCH PERIOD OF 30 DAYS.

SECTION 3. IN THE EVENT OF SUCH RESIGNATION, THE HOLDERS OF MAJORITY IN AMOUNT OF THE BONDS SECURED ^{HEREBY AND THEN} AND THEN OUTSTANDING MAY DESIGNATE A TRUSTEE TO SUCCEED TO THE SAID TRUST. IF A MAJORITY OF THE BONDHOLDERS SHALL HAVE FAILED TO DESIGNATE SUCH SUCCESSOR TRUSTEE BEFORE THE EXPIRATION OF THE PERIOD OF 30 DAYS, EITHER OF THE DISTRICT JUDGES OF THE UNITED STATES FOR THE DISTRICT OF OREGON SHALL HAVE AUTHORITY ON THE PETITION OF THE TRUSTEE OR THE COMPANY OR OF ANY BONDHOLDER TO APPOINT A TRUSTEE TO SUCCEED TO THE SAID TRUST, AND A RECORD OF SAID APPOINTMENT SHALL, IN SUCH CASE, BE LODGED IN THE OFFICE OF THE DISTRICT COURT OF THE UNITED STATES FOR THE DISTRICT OF OREGON, AND THE TRUSTEE NAMED HEREIN SHALL THEREUPON EXECUTE TO SUCH NEW TRUSTEE SO APPOINTED AND ASSIGNMENT OF THIS INSTRUMENT, AND THE COMPANY AGREES THAT SUCH ASSIGNMENT SHALL BE PLACED OF RECORD BY IT IN THE OFFICE OF THE PROPER AND APPROPRIATE RECORDING OFFICERS OF CLATSOP, COLUMBIA, AND MULTNOMAH COUNTIES OF THE STATE OF OREGON, PACIFIC, WAHKIAKUM, COWLITZ, CLARKE AND SKAMANIA COUNTIES OF THE STATE OF WASHINGTON, IN THE UNGA PENINSULA RECORDING DISTRICT, AND IN THE BRISTOL BAY PRECINCT, THIRD DIVISION, OF THE TERRITORY OF ALASKA, AND IN THE