

THE PURPOSES HEREIN EXPRESSED, ALL AND SINGULAR THE PROPERTY HEREBY ASSIGNED AND TRANSFERRED TO THE TRUSTEES, OR INTENDED SO TO BE, AS WELL THAT NOW OWNED BY THE COMPANY AS THAT WHICH SHALL HEREAFTER BE ACQUIRED BY IT. THE COMPANY COVENANTS THAT IT WILL CAUSE THIS INDENTURE AND ALL INDENTURES AND INSTRUMENTS SUPPLEMENTAL HERETO TO BE KEPT RECORDED AND FILED IN SUCH MANNER AND IN SUCH PLACES AS MAY BE REQUIRED BY LAW IN ORDER FULLY TO PRESERVE AND PROTECT THE SECURITY OF THE BONDHOLDERS AND THE RIGHTS OF THE TRUSTEES HEREUNDER.

SEC. 9. THE COMPANY COVENANTS THAT THE BUSINESS OF THE COMPANY WILL BE CONTINUOUSLY CARRIED ON AND CONDUCTED IN AN EFFICIENT MANNER; THAT ALL PROPERTY, PLANTS APPLIANCES AND EQUIPMENT OF THE COMPANY USEFUL IN THE CARRYING ON OF ITS BUSINESS WILL BE MAINTAINED IN THOROUGH REPAIR, WORKING ORDER AND CONDITION, AND, IF WORN OUT OR INJURED, WILL BE REPLACED BY OTHER PROPERTY, SUITABLE TO THE BUSINESS OF THE COMPANY, AND OF AT LEAST EQUAL VALUE; THAT IT NOW HAS COMPLETE AND LAWFUL AUTHORITY AND PRIVILEGE TO MAINTAIN AND OPERATE ITS EXISTING PLANTS AND OTHER PROPERTIES, AND THAT NONE OF THE RIGHTS, FRANCHISES OR PRIVILEGES OF THE COMPANY, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, WILL BE ALLOWED TO LAPSE OR BE FOREFEITED SO LONG AS THE SAME SHALL BE NECESSARY FOR THE CARRYING ON OF THE BUSINESS OF THE COMPANY; THAT IT WILL AT ALL TIMES MAINTAIN ITS CORPORATE EXISTANCE AND RIGHT TO CARRY ON BUSINESS IN THE SEVERAL STATES IN WHICH ITS PROPERTY AND PLANTS, OR ANY PART THEREOF, MAY BE LOCATED, AND WILL USE REASONABLE EFFORTS TO OBTAIN, FROM TIME TO TIME, ALL NECESSARY RENEWALS AND EXTENSIONS THEREOF, AND, SUBJECT TO THE PROVISIONS HEREOF, WILL DILIGENTLY MAINTAIN, PRESERVE AND RENEW ALL RIGHTS, POWERS, PRIVILEGES AND FRANCHISES OWNED BY IT AND NECESSARY FOR THE CARRYING ON OF THE BUSINESS OF THE COMPANY; THAT IT WILL AT ALL TIMES USE ALL REASONABLE DILIGENCE TO PROVIDE SERVICE ADEQUATE TO MEET THE REASONABLE REQUIREMENTS OF THE COMMUNITIES IN WHICH IT MAY BE OPERATING; THAT IT WILL AT NO TIME COMMIT, OR SUFFER TO BE COMMITTED, ANY WASTE UPON THE MORTGAGED PROPERTY, OR DO, OR PERMIT TO BE DONE, ABOUT, IN OR UPON THE MORTGAGED PROPERTY ANYTHING THAT MAY IN ANY WISE TEND TO IMPAIR THE VALUE THEREOF, OR TO WEAKEN, DIMINISH OR IMPAIR THE SECURITY FURNISHED BY THIS INDENTURE, AND THAT IT WILL FULLY AND IN DUE TIME COMPLY WITH ALL LAWS AND ORDINANCES APPLICABLE TO THE COMPANY OR THE MORTGAGED PROPERTY.

SEC. 10. THE COMPANY COVENANTS AND AGREES THAT IT WILL PAY, AS THEY FROM TIME TO TIME MATURE, THE PRINCIPAL OF AND INTEREST ON ALL OBLIGATIONS WHICH MAY AT ANY TIME BE OR BECOME A PRIOR LIEN UPON ANY OF THE PROPERTY NOW OR HEREAFTER SUBJECT HERETO, AND WILL MAKE ANY PAYMENTS, OBSERVE ALL COVENANTS, AND DO AND PERFORM ALL ACTS WHICH, BY THE TERMS OF SUCH OBLIGATIONS, AND THE INSTRUMENTS RESPECTIVELY SECURING THE SAME, AND EACH OF THEM, ARE REQUIRED TO BE DONE OR PERFORMED, AND WILL NOT MAKE OR SUFFER TO BE MADE ANY DEFAULT THEREIN, OR IN ANY COVENANT, CONDITION OR STIPULATION THEREIN CONTAINED.

SEC. 11. THE COMPANY COVENANTS THAT IT IS DULY AUTHORIZED UNDER THE LAWS OF THE STATES OF DELAWARE, OREGON AND WASHINGTON, AND UNDER ALL OTHER APPLICABLE PROVISIONS OF LAW, TO CREATE AND ISSUE SAID BONDS AND TO EXECUTE THIS INDENTURE COVERING THE MORTGAGED PROPERTY ASSIGNED AND CONVEYED HEREUNDER, AND THAT ALL CORPORATE ACTION ON ITS PART FOR THE CREATION AND ISSUE OF SAID BONDS AND THE EXECUTION OF THIS INDENTURE HAS BEEN DULY AND EFFECTIVELY TAKEN; AND THAT SAID BONDS, WHEN ISSUED, IN THE HANDS OF THE HOLDERS THEREOF ARE AND WILL BE VALID AND ENFORCEABLE