

Section 6. The Trustee shall not be required to take notice of default hereunder in the payment of any bonds or interest coupons or any other sum due hereunder from the mortgagor or to be deemed to have notice thereof unless the holders thereof shall exhibit such bonds and coupons to the Trustee or of any other default unless notified in writing thereof by the holders of at least five per cent (5) of the principal amount of the outstanding bonds in respect to which such default shall be alleged to have been made or of all of the outstanding bonds as the case may be, or to take any action in respect thereto by writing signed by the holders of bonds of the amount elsewhere called for by this agreement, and tendered indemnity satisfactory to the Trustee as aforesaid, anything herein contained to the contrary notwithstanding, and then only when the particular action requested be specified in writing. But the provisions of this paragraph are intended solely for the protection of the Trustee and shall not be construed to limit or effect any discretion or power given by any provisions of the trust agreement to the Trustee to determine whether or not it shall take any action with respect to any default, or any power or discretion of the Trustee to take action in respect to any default without such notice.

Section 7. The recitals herein and in the bonds contained, except only the authentication of the Trustee on said bonds, shall be taken as statements made by and binding upon the Mortgagor alone, and are not and shall not be construed as made by or imposing any obligations or liability upon the Trustee.

The Trustee shall neither be held responsible for the validity hereof, nor the bonds nor interest coupons issued hereunder, nor for the sufficiency of the security provided or to be provided hereby or hereunder, nor for any other matters or things or obligations forming a part of the security, nor any of them, nor shall the Trustee be held responsible for the title or value of any property, covered by this mortgage or Deed of Trust.

Section 8. The Trustee makes no undertaking to preserve, conserve, insure, or maintain any article or thing that may be at any time security for the payment of said bonds forming a part of the trust estate pledged or to be pledged to the Trustee hereunder.

The Trustee shall neither be under any liability nor duty with respect to the disposition of the proceeds of the bonds by the Mortgagor, nor shall it be required to see to the payment of any item or assessment or taxes or other governmental charges which may be levied or assessed against the Mortgagor or against the property from time to time forming a part of the security of said bonds, or against the interest of the Trustee or the bondholders therein or in respect thereof, or against the holder or holders of said bonds, nor shall it be any part of its duty to see to the performance or observance of any of the conditions herein contained on the part of the company.

Section IX. The Trustee shall not be liable for the exercise of any discretion or powers hereunder, or mistakes or errors in judgment, or otherwise, in connection with this trust, except for its own wilful misconduct or gross negligence.

Section X. Except as herein otherwise provided, any notice or demand which by any provisions of this indenture is required or permitted to be given, or served by the Trustee on the Mortgagor, shall be deemed to have been sufficiently given and served, for all purposes, by being deposited, postage prepaid, in a United States Post Office or Post Office letter box, addressed as follows:

Wauna Lake Club, Stevenson, Washington.

ARTICLE VI.

Section 1. The Trustee may at any time resign from the trust hereby created by giving sixty (60) days written notice to the Mortgagor and such resignation shall take effect at the end of said sixty (60) days. Either of the District Judges of the United States for