

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

requirements of any and every mortgage recording tax law or similar law affecting the recording or maintaining of this Indenture, and will do whatever else may be necessary or be reasonably required by the Trustees or either of them in order to perfect and continue the lien of this Indenture upon the property mortgaged, pledged or assigned hereunder or intended so to be.

SECTION 52. Except in the case of a merger, consolidation, conveyance or transfer as hereinafter in Article Fifteen provided, the Company will at all times maintain its corporate existence and right to carry on business, and will duly procure all renewals and extensions thereof, and, subject to the provisions hereof, will diligently maintain, preserve and renew all the rights, powers, privileges, immunities, franchises and good will owned by it. The Company will not enter into any merger or consolidation, or make any conveyance or lease of all or substantially all the mortgaged property as an entirety, unless, in connection therewith, the Company and/or the successor corporation and/or the lessee, as the case may be, shall observe and comply with the terms and conditions of Article Fifteen hereof applicable to such transaction.

SECTION 52a. The Company will with all convenient speed make application to any commission, public body or authority of the State of Idaho whose consent or approval is legally required for the subjecting to the lien of this Indenture of any part of its property located in the State of Idaho and (subject to such consent or approval) of the character covered by this Indenture, for the consent or approval of such commission, public body or authority to the subjection of all such property to the lien of this Indenture to the greatest extent permitted by law. The Company will diligently press such application, and if and to the extent that the same is granted will promptly take all necessary steps to subject said property to the lien of this Indenture as a first lien thereon, including the execution and delivery of any and all deeds, conveyances, or other instruments which may be necessary or desirable for such purposes.

### ARTICLE TEN

#### POSSESSION, USE AND RELEASE OF PROPERTY.

SECTION 53 (1) Unless an event of default, as defined in Section 65 hereof, shall have happened and be continuing, the Company shall be suffered and permitted to possess, use and enjoy all the property and appurtenances, franchises and rights mortgaged by this Indenture (other than securities, obligations and moneys deposited, or required to be deposited, with the corporate Trustee), and to receive and use the rents, issues, income, products and profits thereof, with power in the ordinary course of business, freely and without let or hindrance on the part of the Trustees or of the Bondholders:

(a) to use and consume materials and supplies, and to sell or otherwise dispose of the whole or any part of any stock of merchandise or appliances kept for sale;

(b) to make and deal with choses in action, contracts and leases to others, and to exercise the rights and powers conferred upon it thereby, the property affected by any such lease, however, to remain subject to the lien of this Indenture to the same extent as it was prior to such lease; and to modify or renew any leasehold;

(c) to grant or convey to municipalities or other governmental bodies any right-of-way, easement or license, the property over, through or under which any such right-of-way, easement or license shall be so granted or conveyed, however, to remain subject to the lien of this Indenture to the same extent as it was prior to such grant or conveyance; provided that in the judgment of the Board of Directors of the Company any such grant or conveyance will not be prejudicial to the security of the Bonds hereunder;

(d) to convey to the United States of America, free from the lien of this Indenture,