

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

ARTICLE SEVENTEEN

CONCERNING THE TRUSTEES

SECTION 94. The Trustees, for themselves and their successors, hereby accept the trusts of this Indenture, but only upon the following additional terms and conditions, to which the Company and the Bondholders agree, to wit:

(a) the recitals herein and in the Bonds contained shall not be considered as made by or imposing any obligation or liability upon the Trustees or either of them. The Trustees make no representations as to the value or condition of the mortgaged property or any part thereof, or as to the title of the Company thereto, or as to the security afforded thereby or hereby, or as to the validity of this Indenture or of the Bonds or coupons issued hereunder, and the Trustees shall incur no liability or responsibility in respect of any of such matters;

(b) the Trustees shall be under no duty to record, register, file, or re-record, or cause to be recorded, registered, filed, or re-recorded this or any supplemental indenture or other instrument of further assurance which they may hereafter receive as herein provided, or to procure any supplemental indenture or any further, other or additional instrument of further assurance or to give notice to anyone of the existence of the lien of this Indenture or of any such other indenture or instrument;

(c) the Trustees shall be under no obligation to see to the delivery to them or either of them of any obligations or evidences of indebtedness or other securities required to be delivered to them or either of them hereunder, or to see that any of the property hereby intended to be conveyed or assigned is properly and legally subjected to the lien hereof. The Trustees need not take any action to secure the conveyance to or deposit with themselves or either of them of any property acquired by the Company after the date of the execution hereof;

(d) the Trustees shall be under no duty to procure or renew, or under any liability for the failure of the Company to procure or renew, insurance; or to keep themselves informed or advised as to procurement of any or all insurance, or as to the payment of premiums thereon; nor shall the Trustees be responsible for any insurer;

(e) the Trustees shall be under no duty or liability in respect of any tax, assessment or other governmental charge which may be levied, assessed or imposed against the Company or the Trustees or either of them or the holders of the Bonds by reason of their interest in the mortgaged property, or against the mortgaged property, nor shall the Trustees be under any duty to pay or to see to the payment of any such tax or to take any notice of any assessment thereof or to give any notice thereof to the holders of the Bonds or to any other person, or as to the payment of any rents or other charges or liens upon the trust property, at any time, or upon any part thereof. The corporate Trustee may, however, in its discretion, do, perform or observe, or procure to be done, performed or observed, all or any of the matters or things, and all or any of the terms, covenants and conditions, on the part of the Company to be performed or observed, in this Indenture set forth; provided, however, that no such action by the corporate Trustee shall relieve the Company from any consequence of any failure upon its part itself to have performed or observed, or caused to have been performed or observed, any term, covenant or