

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

held in trust hereunder.

Section 3. It will, forthwith upon the execution hereof and of all indentures and instruments supplemental hereto, cause the same to be duly kept and filed and recorded in such manner and in such places as may be required by law in order fully to preserve and protect the lien of this indenture and all indentures and instruments supplemental hereto, the security of the bond-holders and all rights of the Trustees, and will from time to time, at the request of the Trustees, furnish to them an opinion of counsel, who may be of counsel for the Company, satisfactory to the Trustees, that such instruments have been deposited, filed and recorded as aforesaid so as to constitute this indenture and all indentures and instruments supplemental hereto a valid and legal mortgage upon the trust estate, and the Trustees shall be fully protected in relying thereon.

Section 4. It will pay the principal and interest of all the bonds at any time outstanding in accordance with the terms thereof. The principal of each bond shall be payable only upon presentation and surrender of the bond and the interest on coupon bonds shall, until maturity of such bonds, be payable only upon the presentation and surrender of the several coupons evidencing the same as they respectively mature, and upon the payment of all such coupons and of the bonds the Corporate Trustee shall cancel and from time to time cremate the same and deliver to the Company a certificate of cremation thereof.

Section 5. In order to prevent the accumulation of coupons and claims for interest after maturity, the Company will not, directly or indirectly, extend or consent or agree to the extension of the time of payment of any coupon or claim for interest upon any of the bonds. If the payment of any such coupon or claim for interest shall be so extended by or with the consent or upon the agreement of the Company, such coupon or claim for interest so extended shall not be entitled in case of default hereunder to the benefit or security of this indenture, except subject to the prior payment in full of the principal of all outstanding bonds and coupons and claims for interest, the payment of which has not been so extended, provided, however, that in making distribution of the funds in the hands of the Corporate Trustee, the Corporate Trustee shall not be required to inquire as to any consent or agreement extending the time of payment of any coupons or claims for interest, but shall be protected in making payment unless proof is submitted to the Corporate Trustee which satisfies it that such consent has been given or agreement made. No coupon which in any way at or after maturity shall have been transferred or pledged separate and apart from the bond to which it belongs shall, unless accompanied by such bond, be entitled in case of default hereunder, to any benefit of or from this indenture except after the prior payment in full of the principal of all the bonds and of all coupons and claims for interest not so transferred or pledged; provided, however, that in making disbursement of the funds in the hands of the Corporate Trustee, the Corporate Trustee shall not be required to inquire as to any such transfer or pledge, but shall be protected in making payment unless proof is submitted to the Corporate Trustee which satisfies it that such transfer or pledge contrary to the conditions herein expressed has been made.

Section 6. The Company hereby appoints Peoples National Bank of Washington in Seattle Corporate Trustee hereunder, or its successor or successors in trust, and The First National Bank of Chicago of the City of Chicago, Illinois, as its fiscal agents for the payment of the principal and interest of the bonds and for all other purposes thereof as therein and in the coupons and in this indenture provided. All notices, presentations and demands to or upon the Company in respect of the bonds or their coupons or this indenture may be given or made to Peoples National Bank of Washington in Seattle, Corporate Trustee hereunder, or its successor or successors in trust.