

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

The Trustees shall not be under any responsibility for the selection, appointment or approval of any appraiser, engineer or counsel for any of the purposes expressed in this indenture.

Except as herein otherwise expressly provided, any request, direction or order of the Company mentioned herein shall be expressed by a resolution of its board of directors or the executive committee of the Company, and the same shall be evidenced to the Trustees by a copy thereof certified as such by the Secretary or Assistant Secretary of the Company, and the Trustees may accept such copy as conclusive evidence of the adoption of such resolution and of the facts and statements therein contained.

(f) Anyone holding the office of trustee, fiscal or paying agent hereunder may become the owner of bonds and may engage in or be interested in any financial or other transaction with the Company or any corporation in which the Company may be interested, including the granting of loans, secured or unsecured, with the same effect as though they were not acting in such respective capacities hereunder. The Corporate Trustee and/or any fiscal or paying agent may act as depository, trustee, transfer agent, registrar or agent for the Company or for any committee or other body in respect of any debentures, bonds, shares or other securities, whether or not issued pursuant hereto.

(g) Whenever provision is made herein for the payment of moneys by the Corporate Trustee, whether on redemption of bonds, payment of bonds or interest coupons, the payment or repayment of moneys to the Company or otherwise, the Corporate Trustee shall in no event be liable to make payment to anyone beyond the amount of moneys deposited with it for any such purpose.

(h) All moneys received by the Corporate Trustee, including any moneys received for the payment of bonds or coupons, pursuant to any provisions of this indenture shall be held in trust for the purposes for which they were received (subject to repayment of unclaimed moneys as herein provided) but need not be segregated in any manner from any other moneys, and the Corporate Trustee shall not be under any liability to pay interest thereon except such, if any, as during the period it may generally allow on similar funds.

(i) The Company shall pay to the Trustees from time to time a reasonable compensation for all services rendered hereunder, and also all their reasonable expenses, charges, counsel fees and other disbursements and those of their attorney, agents and employees, incurred in and about the administration and execution of the trusts hereby created, and the performance of their powers and duties hereunder, and shall at all times indemnify the Trustees against any and all liabilities which they may incur in the performance of their powers and duties hereunder. The Trustees shall have a lien on the trust estate and the proceeds thereof prior to the lien of the bonds and coupons issued hereunder for such compensation, reimbursement and indemnity.

Section 2. The Trustees, or either of them, or any successor or successors hereafter appointed, or any of them, may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company and thereafter publishing notice thereof, specifying a date when such resignation shall take effect, once a week for three successive weeks in a newspaper published and of general circulation in the city of Chicago, Illinois, and in a newspaper published and of general circulation in the city of Seattle, Washington, and such resignation shall take effect upon the day specified in such notice unless previously a successor trustee shall have been appointed by the bondholders, or the Company as hereinafter provided, in which event such resignation shall take effect immediately on the appointment of such successor trustee.

Section 3. The Trustees, or either of them, or any successor or successors hereafter appointed, may be removed at any time by an instrument or concurrent instruments in writing signed by the holders of a majority in aggregate principal amount of the bonds then outstanding