

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

shall nevertheless, on the written request of the Company, or of the successor trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the right, title and interest of the trustee which he or it succeeds in and to the trust estate, and such rights, powers, trusts, duties, and obligations and the trustee ceasing to act shall also, upon like request, pay over, assign and deliver to the successor trustee any money or other property subject to the lien of this indenture which may then be in his or its possession, and thereupon the trustee so ceasing to act shall be fully relieved and discharged from all liability or responsibility therefor, either to the Company or to the holder of any bonds or coupons outstanding hereunder. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, rights, powers and duties, any and all such deeds, conveyances and instrument in writing shall, on request, be executed, acknowledged and delivered by the Company.

Section 6. Any bank or company into which the Corporate Trustee may be merged or with which it may be consolidated, or any bank or company resulting from any merger or consolidation to which the Corporate Trustee, or its successor or successors, shall be a party, shall be the successor of the Corporate Trustee hereunder, provided such bank or company is legally capable of accepting and executing the trusts hereof, without the execution or filing of any instrument or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 7. If at any time or times, in order to conform to any legal requirement, the Corporate Trustee shall so request, the Company and the Corporate Trustee shall unite in the execution and performance of all instruments and agreements necessary or proper to appoint another bank or trust company or one or more persons, approved by the Corporate Trustee, to act as co-trustee or co-trustees of all or any part of the trust estate, jointly with the Corporate Trustee originally named herein, or its successor or successors, with such powers as may be provided in the instrument of appointment, and any such trustee or trustees may be removed by the Company and the Corporate Trustee named herein, or its successor or successors, at any time by an instrument in writing executed by them jointly. The Company hereby irrevocably appoints the Corporate Trustee its agent at any future time or times and without any further act by the Company (whenever the Company shall not join with it in any such appointment or removal within twenty days after written request by the Corporate Trustee so to do) to appoint or remove any such trustee or co-trustee and to execute, deliver and perform any and all instruments and agreements necessary or proper in connection with the foregoing.

ARTICLE XII. IMMUNITY OF INCORPORATORS, SHAREHOLDERS, DIRECTORS AND OFFICERS.

Section 1. No recourse under or upon any obligation, covenant or agreement contained in this indenture, or in any bond or coupon hereby secured, or under any judgment obtained against the Company, or by the enforcement of any assessment or penalty, or by any legal or equitable proceedings by virtue of any constitution or statute or rule of law or otherwise or under any circumstances, under or independent of this indenture, shall be had against any incorporator, stockholder, officer or director, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company, or such predecessor or successor corporation, or otherwise, for the payment for or to the Company or any receiver thereof, or for or to the holder of any bond or coupon issued or secured hereunder or otherwise, of any sum that may be due and unpaid by the Company upon