

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

any such bonds or coupons, and any and all personal liability of every name and nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, stockholder, officer or director, 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 remain due and unpaid upon the bonds and coupons hereby secured or any of them, is hereby expressly waived and released as a condition of and as part of the consideration for the execution of this indenture and the issue of such bonds and coupons.

### ARTICLE XIII. SUPPLEMENTAL INDENTURE.

Section 1. The Company, when authorized by a resolution of its board of directors, and the Trustees, from time to time and at any time, may enter into an indenture or indentures supplemental hereto and which thereafter shall form a part hereof, for one or more of the following purposes;

(a) To convey, transfer and assign to the Trustees and to subject to the lien of this indenture, with the same force and effect as though included in the granting clause hereof, additional property then owned by the Company, acquired by it through purchase, consolidation, merger, donation or otherwise;

(b) To add to the limitations on the authorized amount, <sup>of issue</sup> issue and purposes/of the bonds specified in Article I hereof, or of any series thereof, other limitations thereafter to be observed, including any limitations upon such authorized amount (as well as the method or measure of determining such limitations) that the Company may deem to be advisable;

(c) To establish the terms and provisions of any new series of bonds pursuant to the provisions of this indenture;

(d) To provide a sinking fund for the benefit of any new series of bonds created;

(e) To vary the provisions contained in Articles IV and V of this indenture in respect of the redemption of bonds of any new series of bonds created;

(f) To evidence the succession of another corporation to the Company or successive successions, and assumption by a successor corporation of the covenants and obligations of the Company under this indenture;

(g) To provide for the issue under this indenture, when duly authorized, of particular series of bonds convertible at the option of the holders thereof, into other obligations or into capital stock of any class of the Company, within such period or periods and upon such terms and conditions as in such supplemental indenture shall be provided and as shall be appropriately expressed in the bonds of such particular series;

(h) To add to the covenants of the Company such further covenants as its board of directors shall consider to be for the protection of the trust estate and of the holders of bonds issued or issuable under this indenture, and to make the occurrence and continuance of a default in any of such additional covenants an event of default permitting the enforcement of all or any of the several remedies provided in this indenture as herein set forth; provided, however, that in respect of any such additional covenant, such supplemental indenture may provide for a particular period of grace after default (which period may be shorter or longer than that allowed in the case of other defaults) or may provide for an immediate enforcement upon such default, or may limit the remedies available to the Trustees upon such default;

(i) To cure any ambiguity, or correct or supplement any inconsistent or defective provision contained herein or in any indenture supplemental hereto;