

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

(j) To make such provision in regard to matters or questions arising under this indenture as may be necessary or desirable and not inconsistent with this indenture.

Section 2. The Trustees are hereby authorized to join with the Company in the execution of any such supplemental indenture, to make any further appropriate agreements and stipulations which may be therein contained, and to accept the conveyance, transfer and assignment of any property thereunder.

ARTICLE XIV. DEFEASANCE.

Section 1. If, at the time when in any manner expressed in the bonds or in this indenture, the bonds shall be due and payable, the Company shall pay the full amount of the principal and interest and premium, if any, due thereon, or if prior to such time the Company shall duly provide for such payment by depositing with the Corporate Trustee the full amount to become due and payable thereon for principal and interest and premium, if any, and in either of said events shall pay all other amounts payable by the Company for all purposes under this indenture, then the trust estate shall revert to the Company and the estate and interest of the Trustees therein and all of their rights, powers and duties in respect thereof shall forthwith terminate and thereupon the Trustees shall, upon the request of the Company, cancel and satisfy of record this mortgage and execute and deliver to the Company such deeds and other instruments as shall be requisite to discharge the lien hereof and shall reconvey the trust estate to the Company and deliver to it any property subject to the lien of this indenture which may then be in the Trustees' possession. For any of the purposes of this section, bonds and coupons may be surrendered to the Corporate Trustee at their face value for cancellation in lieu of cash sufficient to pay the same.

ARTICLE XV. GENERAL AND MISCELLANEOUS PROVISIONS AND DEFINITIONS.

Section 1. All moneys held by the Corporate Trustee under any of the provisions of this indenture, except cash deposited with the Corporate Trustee for the purpose of paying coupons or the principal of or premium on specific bonds issued hereunder, shall be held by it as part of the trust estate for the security of all the bonds until applied in the call of bonds for redemption or otherwise disbursed in accordance with the provisions hereof. Until so paid out the Corporate Trustee may in its discretion, and upon demand of the Company shall, invest, or re-invest such moneys in bonds or other direct obligations of the United States of America, and so long as the Company is not in default hereunder the Corporate Trustee shall forthwith pay to the Company any interest received by it on any such bonds or obligations. Such bonds or obligations shall be held by the Corporate Trustee as part of the trust estate for the security of all the bonds, but at any time when the Corporate Trustee in its discretion shall deem such action advisable, the Corporate Trustee may and upon direction of the Company shall sell all or any part of the same and shall hold the proceeds thereof, subject hereto, in the same manner as the moneys used by it to purchase the bonds or obligations so sold. Upon any such sale and so long as the Company is not in default hereunder any premium realized thereon over the amount paid as purchase price therefor shall be paid by the Corporate Trustee to the Company and any discount sustained below the amount paid as purchase price therefor shall be paid by the Company to the Corporate Trustee. The Corporate Trustee shall be under no liability as to the validity of any bonds or obligations which it shall purchase hereunder nor for any depreciation in value or loss upon the sale of any thereof nor for any act performed by it pursuant to the provisions of this Section, except for its own bad faith.

Section 2. This indenture and all its covenants and conditions are for the sole benefit of the parties hereto and the bondholders, and nothing herein or in the bonds shall con-