

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

of such new property and/or permanent additions as would otherwise be the basis for the withdrawal of cash under the provisions of Article III hereof.

Section 7. That the business of the Company will be continuously carried on and conducted in a business-like manner; that all property, plants, appliances and equipment of the Company used and useful in the carrying on of its business will be maintained in adequate repair, working order and condition, to render service reasonable for the type of community served, and, if worn out or damaged, will be replaced by other property, suitable to the business of the Company; and that none of the rights, franchises or privileges of the Company, whether now owned or hereafter acquired, will be allowed to lapse or be forfeited so long as the same shall be necessary for the carrying on of the business of the Company; that it will at all times maintain its corporate existence, and subject to the provisions hereof, will diligently endeavor to maintain, preserve and renew all rights, powers, privileges and franchises owned by it and necessary for the carrying on of the business of the Company as being carried on at the time; that it will at all times use all reasonable diligence to provide service adequate to meet the reasonable requirements of the communities in which it may be operating; that it will at no time commit or suffer to be committed, any waste upon the mortgaged property, or do, or permit to be done, about, in or upon the mortgaged property anything that may tend to impair the value thereof, or to weaken, diminish or impair the security afforded by this Indenture, and that it will fully and in due time comply with all laws and ordinances applicable to the Company or the mortgaged and pledged property; that all plants, appliances and equipment of the Company as shall have become useless, or unused and no longer intended to be used, will be abandoned and retired from the fixed capital accounts on the books of the Company; Provided, however, that nothing herein contained shall be construed to prevent the Company from time to time ceasing to operate any of its plants or any portions thereof or any other properties if, in the judgment of the Company, it is advisable not to operate the same for the time being.

On or before the first day of April, 1944, and on or before the first day of April in each fifth year thereafter, the Company shall select an independent engineer, who shall be paid by the Company, satisfactory to the Corporate Trustee, and who shall make an examination of the property to determine if the physical property has been maintained in accordance with the foregoing paragraph of this Section 7. The independent engineer shall make a certificate to the Corporate Trustee setting forth his findings, and, if in his opinion, deferred maintenance exists to an extent detrimental to the furnishing of service, adequate to meet the reasonable requirements of the type of the community served, said certificate shall contain an estimate of the extent of such deferred maintenance and of the approximate expenditures required to restore the property to reasonable condition. A copy of said certificate shall be delivered to the Company.

Section 8. That if it fail to perform any of the covenants contained in Section 5, 6 and 7 of this Article, the Corporate Trustee may make advances to perform the same in its behalf, but shall be under no obligation so ^{to} do; and all sums so advanced shall be at once repayable by the Company, and shall bear interest at the rate of six per cent (6%) per annum, until paid, and shall be secured hereby, having the benefit of the lien hereby created in priority to the indebtedness evidenced by the bonds and coupons issued hereunder, but no such advance shall be deemed to relieve the Company from any default hereunder.

Section 9. That it will cause this Indenture and all indentures and instruments supplemental hereto to be kept recorded and filed in such manner and in such places as