

**MORTGAGE RECORD U**  
**SKAMANIA COUNTY, WASHINGTON**

other casualty, the risk against which and to the extent that such property is usually insured by other corporations in similar business.

(c) That said Subsidiary will at all times keep or cause to be kept proper books of record and account in accordance with sound telephone utility accounting practices.

(d) That the business of said Subsidiary will be continuously carried on and conducted in a businesslike manner; that all property, plants, appliances and equipment of said Subsidiary used and useful in the carrying on of its business in said service area will be maintained in adequate repair, working order and condition, and, if worn out or damaged, will be replaced by other property, suitable to the business of said Subsidiary; and that none of the rights, franchises or privileges of said Subsidiary, 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 said Subsidiary; that said Subsidiary 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 carrying on its business as being carried on at the time; that said Subsidiary 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 said Subsidiary will at no time commit or suffer to be committed, any waste upon its property, or do, or permit to be done, about, in or upon its property anything that may tend to impair the value thereof.

**ARTICLE IX. CONCERNING THE TRUSTEES.**

Section 1. The Trustees, for themselves and their successors, hereby accept the trusts imposed upon them by this Indenture, but only upon and subject to the following express terms and conditions:

(a) The Trustees may execute any of the trusts or powers hereof and perform any duties required of them by or through their attorneys, agents, receivers or employees, and shall be entitled to advice of counsel concerning all matters of trust hereof and their duties hereunder, and may in all cases pay such reasonable compensations as they shall deem proper to all such attorneys, agents, receivers, and employees as may reasonably be employed in connection with the trust hereof, and the Company covenants and agrees to repay upon demand all such outlays and expenditures so incurred.

(b) The Trustees shall not be responsible for any recitals herein or in said bonds or coupons contained, save only the Corporate Trustee's certificate upon said bonds (as to which certificate the Individual Trustee shall be under no responsibility whatever), or for insuring the mortgaged property or collecting any insurance money, or for the execution, filing, recording, validity, priority or extension of this or of any supplemental indenture, or for the sufficiency of the security of the bonds issued under or secured hereby, or for the value or title of any of the mortgaged or pledged property, or for the reduction of taxes, charges, assessments or liens upon the same, or for the maintenance of the security hereof or (except as hereinbefore specifically provided) for the use of the bonds or the proceeds thereof; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Company; but the Trustees may require of the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the mortgaged property. The recitals and statements in this Indenture and in said bonds and coupons contained, shall not be considered as made by or as imposing any obligation or liability upon the Trustees.