

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

(c) The Trustees shall be protected in acting upon any notice, request, consent, certificate, order affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons, and the Trustees shall not be bound to recognize any person as a holder of any bond or coupon or to take any action at his request unless such bond or coupon shall be deposited with the Corporate Trustee or submitted to it for inspection.

(d) The Trustees shall not be compelled to do any act hereunder or to defend any suit in respect hereof unless reasonably indemnified against loss, cost, liability and expense.

(e) As to the existence or non-existence of any fact, including facts set forth in applications for the issuance of additional bonds or for the release of property, the Trustees shall, except as otherwise herein expressly provided, be entitled to rely upon a certificate of the Company, signed by its President, or one of its Vice-Presidents, or its Treasurer and attested by its Secretary, or an Assistant Secretary, as sufficient evidence of the facts therein contained, and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may, at the reasonable expense of the Company, in every case secure such further evidence as they may think necessary or advisable, but shall in no case be bound to secure the same. The Trustees may, in relation to this Indenture, act upon the opinion or advice of any attorney, valuer, surveyor, engineer, accountant or other expert, whether retained by the Trustees or the Company, or otherwise, and shall not be responsible for any loss resulting from any action or non-action in accordance with any such opinion or advice.

(f) This Indenture shall be liberally construed with respect to the rights, privileges, powers and immunities of the Trustees and in no event shall the Trustees be under any liability for any action or non-action taken by them, or either of them, in good faith, or taken or not taken pursuant to the advice of counsel (who may be counsel for the Company), nor shall the Trustees be answerable for the default or misconduct of any engineer, agent, servant or attorney employed by them or either of them in pursuance hereof if such engineer, agent, servant or attorney shall have been selected with reasonable care, nor shall it be liable for any oversight or error of judgment on its part, or for any loss from any act, neglect or default on its part or on the part of any person employed by it, unless the same shall have happened through its own gross negligence or malfeasance.

(g) The Trustees shall not be under any obligation to take any action toward the execution or enforcement of this trust, nor to take any action in respect to any default unless requested to take such action in respect thereto in writing by the holders of at least twenty-five (25) per cent in amount of the bonds then outstanding hereunder and upon being reasonably indemnified. Nor shall knowledge of any default be imputed to the Trustees, or either of them, other than on notice thereof in writing signed by the holder of one or more bonds then outstanding and delivered to the Trustees. The foregoing provisions of this paragraph are intended only for the protection of the Trustees, and shall not be construed to limit or effect any power or discretion by any provision of this Indenture given to the Trustees to determine whether or not they shall take action in respect to such default, or any power or discretion of the Trustees to take action in respect to such default without such notice or request of bondholders.