

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

successor Corporate Trustee under this Indenture without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8. While not in default hereunder, the Company and the Corporate Trustee may at any time by an instrument in writing jointly signed by them remove the Individual Trustee or his successor. In the event the Company shall be in default hereunder, the Individual Trustee, or his successor, may be removed at any time by an instrument in writing signed by the person who shall at the time be the President of the then acting Corporate Trustee hereunder.

In the event of the death, removal, resignation or incapacity to act of the Individual Trustee, and while the Company is not in default hereunder, a successor Individual Trustee may be appointed by an instrument in writing signed by the Company and the Corporate Trustee, and in the event the Company is in default hereunder, then such successor Individual Trustee may be appointed by an instrument in writing duly signed by the person then acting as President of the Corporate Trustee hereunder.

Section 9. The grant in this Indenture to the Trustee is subject to the following terms and conditions in respect of the rights, powers and duties of the Corporate Trustee and the Individual Trustee, respectively, and every successor Trustee hereunder shall be appointed subject to such terms and conditions, to-wit:

- (a) That the bonds secured hereby shall be authenticated and delivered and all powers conferred upon the Corporate Trustee under this Indenture shall be exercised solely by the Bank of America National Trust and Savings Association, or a successor Corporate Trustee;
- (b) That the custody of the property, bonds and cash held by the Corporate Trustee under this Indenture and all rights, powers and duties with respect to the administration, management and disposition thereof, including the rights, powers and duties vested in the Corporate Trustee exclusively, shall not vest in the Individual Trustee, or his successor, but shall remain vested solely in the Corporate Trustee.
- (c) That each and every estate, right, title and interest, claim and demand and cause of action, expressed or intended by this Indenture to be vested in or conveyed to the Trustees shall (whether or not the same shall be lawfully conveyed to or vested in the Corporate Trustee) in any event hereby vest in and be conveyed to the Individual Trustee and his successor in the trust hereunder, and each and every right, power and duty expressed or intended by this Indenture to be conferred upon the Trustees shall (whether or not the same shall lawfully be conferred upon the Corporate Trustee) in any event be conferred upon the Individual Trustee with like effect in each and every case of any incapacity of the Corporate Trustee.
- (d) That notwithstanding the use of the terms "Trustees" and Individual Trustee" in this Article and in this Indenture, all of the rights, remedies, privileges and duties herein specified, shall be performed and exercised by the Corporate Trustee acting alone, except where, at the time, the Corporate Trustee shall be disqualified, in which event, the Individual Trustee shall perform or exercise any and all such rights, powers and duties as may be necessary to carry out the terms and conditions and intent of this Indenture.
- (e) That any notice, request or other writing by or on behalf of the bondholders, delivered only to the Corporate Trustee, shall be deemed delivered to both of the Trustees hereunder as effectually as if delivered to each of them

Section 10. Every instrument appointing any successor Individual Trustee shall refer