MORTGAGE RECORD—V

SKAMANIA COUNTY, WASHINGTON

to any other remedy or right arising as a result of the violation of the covenants contained in this Section, the Company agrees that any such notice, presentation or demand in respect of said bonds or coupons or of this Indenture may be given or made, unless other provision is expressly made herein, to or upon the Corporate Trustee at its principal office, and the Company hereby authorizes such presentation and demand to be made to and such notice to be served on the Corporate Trustee in either of such events and the principal of and interest on said bonds shall in such event be payable at said office of the Corporate Trustee.

SECTION 36. That it will pay all taxes and assessments and other governmental charges lawfully levied or assessed upon the Mortgaged and Pledged Property, or upon any part thereof or upon any income therefrom or upon the interest of the Trustees in the Mortgage and Pledged Property, before the same shall became delinquent, and will duly observe and conform to all valid requirements of any governmental authority relative to any of the Mortgaged and Pledged Property, and all covenants, terms and conditions upon or under which any of the Mortgaged and Pledged Property is held; that it will not suffer any lien to be hereafter created upon the Mortgaged and Pledged Property, or any part thereof, or the income therefrom, prior or equal to the Lien hereof, other than Excepted Encumbrances and other than, in the case of property hereafter acquired, vendors liens, purchase money mortgages and any lien thereon at the time of the acquisition thereof and other than, with the consent of the Corporate Trustee, any extension, renewal or refunding thereof; and within four months after any lawful claim or demand for labor, materials, supplies or other objects has become delinquent which if unpaid shall have been or might by law be given precedence over the Lien of this Indenture as a lien or charge upon any of the Mortgaged and Pledged Property, or the income therefrom, it will pay or cause to be discharged or make adequate provision to satisfy or discharge the same; provided, however, that nothing in this Section contained shall require the Company to observe or conform to any requirement of governmental authority or to cause to be paid or discharged, or to make provision for, any such lien or charge, or to pay any such tax, assessment or governmental charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings; and provided that such security for the payment of such lien, charge or tax the validity of which is so contested shall be given as the Corporate Trustee may require; and provided, further, that nothing in this Section contained shall require the Company to pay, discharge or make provision for any lien, charge or tax the validity of which shall not be so contested if such security for the payment of such lien, charge or tax shall be given as the Corporate Trustee may require; and that, save as afore said, it will not suffer any matter or thing whereby the Lien hereof might or could be impaired.

SECTION 37. That it will keep or cause to be kept all the mortgaged property insured against fire to the extent that property of similar character is usually so insured by companies similarly situated and operating like properties, to a reasonable amount, by reputable insurance companies, any loss, except as to materials and supplies and except any loss less than Fifty Thousand Dollars (\$50,000), to be made payable to the Corporate Trustee as its interest may appear, or to the trustee or other holder of any mortgage or other lien constituting a Prior Lien or a lien prior hereto, if the terms thereof require losses so to be made payable; or that it will; in lieu of or supplementing such insurance in whole or in part, adopt some other method or plan of protection against loss by fire at least equal in protection to the method or plan of protection against loss by fire of