MORTGAGE RECORD—V

SKAMANIA COUNTY, WASHINGTON

provisions and conditions, namely:

- (1) The bonds secured hereby shall be authenticated and delivered, and all powers, duties, obligations and rights, conferred upon the Corporate Trustee in respect of the custody of all bonds and other securities and of all cash pledged or deposited hereunder, shall be exercised solely by Harris Trust and Savings Bank or its successor in the trust hereunder; and
- (2) The Company and the Corporate Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any separate trustee or co-trustee appointed under this Section or otherwise, and may likewise and in like manner appoint a successor to such separate trustee or co-trustee so resigned or removed, anything herein contained to the contrary notwith standing.

Any notice, request or other writing, by or on behalf of the holders of the bonds issued hereunder, delivered to Harris Trust and Savings Bank, or its successor in the trust, shall be deemed to have been delivered to the Individual Trustee and all of the trustees or co-trustees then serving hereunder as effectually as if delivered to each of them. Every instrument appointing any trustee or trustees other than a successor to Harris Trust, and Savings Bank shall refer to this Indenture, and the conditions in this Article expressed, and upon the acceptance in writing by such trustee or trustees or cotrustee or co-trustees, he, they or it shall be vested with the estates or property specified in such instrument, either jointly with Harris Trust and Savings Bank, ... or .its successor in the trust, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with Harris Trust and Savings Bank, or its successor in the trust. The Individual Trustee, or any separate trustees or trustees, or any co-trustee or co-trustees, may at any times by an instrument in writing constitute Harris Trust and Savings Bank, or its successor in the trust, his, their or its agent or attorney in fact, with full power and authority to the extent which may be authorized by law, to do all acts and things and exercise all discretion authorized or permitted by him, them or it, for and in behalf of him, them or it, and in his, their, or its name. In case the Individual Trustee or any separate tratee or trustees or co-trustee or co-trustees, or a successor to any of them shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall west in and be exercised by Harris Trust and Savings Bank, or its successor in the trust, until the appointment of a new trustee as successor to the Individual Trustee or to such separate trustee or co-trustee.

SECTION 104. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor trustee, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the trustee ceasing to act shall nevertheless, on the written request of the Company, or of the successor trustee, or of the holders of ten per centum (10%) in principal amount of the bonds then Outstanding hereunder, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the right, title and interest of the trustee to which he or it succeeds in and to the Mortgaged and Pledged