

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

spectively, the Trustees, corporate Trustee and individual Trustee under this Indenture for the time being, including not only The Chase National Bank of the City of New York and Carl E. Buckley, the parties of the second part hereto, but also any successor Trustee which or who shall become such in the manner hereinafter in Section 96 or 97 prescribed;

(c) the term "resolution of the Board" shall mean a copy of a resolution or resolutions duly certified by the Secretary or an Assistant Secretary of the Company under its corporate seal to have been duly adopted by the Board of Directors of the Company, at a meeting thereof duly called and held and at which a quorum was present, and to be still in full force and effect;

(d) the terms "written order of the Company", "written request of the Company", "written consent of the Company", and "certificate of the Company" shall mean, respectively, a written order, request, consent or certificate signed by the President or a Vice-President and by the Treasurer or an Assistant Treasurer of the Company;

(e) the term "opinion of counsel" shall mean a written opinion of counsel selected by the Board of Directors of the Company and acceptable to the corporate Trustee, who may be counsel for the Company;

(f) the words "Bond", "Bondholder" and "holder" shall include the plural as well as the singular number, and the words "Bondholder" and "holder" shall be deemed to include both the bearer of a bearer Bond not registered as to principal and the registered owner of a bearer Bond registered as to principal;

(g) bonds owned legally or equitably by the Company shall not be deemed to be "outstanding" for the purpose of computing the amount of Bonds in respect of which any demand, request, vote, consent, waiver or notice provided for herein may be given. The word "amount" when used with relation to the amount of Bonds outstanding shall be taken to mean the principal amount of such Bonds;

(h) the term "prior lien" means and includes any mortgage or other lien prior to the lien of this Indenture upon any property hereafter acquired by the Company, existing on said property, and/or placed thereon at the time of such acquisition;

(i) the term "refundable bonds" means and includes any bonds secured by a prior lien on additional property (as said term is defined in Section 18 hereof), which shall, in the manner and within the limitations prescribed in Section 19 hereof, be established as "refundable bonds"; and the word "bonds", as used in said term, means the indebtedness and/or evidences of indebtedness, of whatsoever character, secured by such prior lien;

(j) the term "refundable lien" means a prior lien securing refundable bonds; and

(k) if the Company shall grant such rights as are referred to in Paragraph (d) of Subdivision (I) of Section 53 hereof, or if the Company shall own or acquire property which is subject to the burden of any law or governmental regulation or permit requiring the company to maintain certain facilities or perform certain acts as a condition of its occupancy of or interference with any river or stream or navigable waters, or if the Company shall own or acquire any property maintained or operated under any license or franchise or law which reserves or vests in any public authority the right to purchase such property, such rights and burdens shall not for the purposes of this Indenture be deemed to be "liens, charges or encumbrances" prior to the lien of this Indenture.

SECTION 2. Upon any application for the authentication and delivery of Bonds hereunder or for the payment of any moneys held by the corporate Trustee under any provision hereof or for the execution of any release, or upon any other application to the Trustees or the corporate Trustee hereunder, the resolutions, certificates, statements, opinions, evidence, reports, orders and/or other papers required by any of the provisions of this