

acknowledged and delivered to the Trustee therein named, and that the bonds of the Company of the tenor and effect therein set forth be signed on behalf of the Company, by its President, and its corporate seal affixed thereto and attested by its Secretary, and that coupons of the tenor and effect described in said trust deed, bearing the facsimile of the signature of its Treasurer be annexed to said bonds, and that said bonds be duly authenticated and delivered in the manner and upon the terms in said trust deed, or indenture, set forth;

AND WHEREAS, in pursuance of said authority, the said corporation, through its said duly authorized officers, executed said trust deed, together with the bonds therein described, and authorized and caused the same to be authenticated by the Trustee, which said bonds, in the aggregate principal amount of \$1,250,000.00, were sold to the public, and of said bonds \$1,002,200.00 are still outstanding, unredeemed and in the possession of and belonging to various members of the public;

AND WHEREAS, interest was paid on bonds in accordance with the terms of the coupons attached thereto, up to and including the interest maturing April 1, 1932;

AND WHEREAS, said Company was unable to pay either the interest maturing October 1, 1932 on the outstanding bonds, or certain of the bonds which matured October 1, 1931, and for the mutual benefit of themselves and the Company, the holders of approximately Ninety-eight (98) per cent of said bonds entered into an agreement with the Company wherein and whereby their bonds were deposited with the Title and Trust Company as a depository for the purpose of carrying out said agreement wherein and whereby said bonds and the coupons were stamped with certain language for the purpose of evidencing the fact that each such bond and coupon so stamped was subject to the terms of said agreement;

AND WHEREAS, in and by the terms of said agreement it was provided that of the interest accruing October 1, 1932, and thereafter, on the then outstanding bonds, interest at the rate of two (2) per cent per annum from April 1, 1932 should be paid for the period of time covered by said agreement, and that for the remaining five (5) per cent of the interest during said period the Company should, as the several installments of interest become due, issue and deliver to the holders of the coupons, and in case of matured bonds to the holders of the bonds, certificates of indebtedness for an amount equal to five (5) per cent per annum on such bonds, which certificates were to be issued beginning October 1, 1932, and thereafter on April 1st and October 1st annually during the period covered by said agreement; and in and by the terms of said agreement the maturity date of bonds maturing October 1, 1931 and thereafter, was to be moved forward six years from the maturity date named in each such bond;

AND WHEREAS, said contract has been carried out up to October 1, 1935, and in connection therewith certificates of indebtedness to the amount of One Hundred Fifty Thousand Three Hundred Thirty (\$150,330.00) Dollars have been issued to holders of coupons and bonds, and are now outstanding in the hands of the public;

AND WHEREAS, said corporation has submitted to the holders of said bonds a plan of re-financing said outstanding bonds and certificates of indebtedness, and in conformity with said plan the Company filed its petition in the United States District Court for the District of Oregon as a debtor who is not insolvent, but unable to meet its obligations as the same mature, for the purpose of having said plan passed upon by said court;

AND WHEREAS, the said court made certain orders with respect to said petition, as were required by Section 77-B (207) of the National Bankruptcy Act, which orders have been fully