MORTGAGE RECORD-X

SKAMANIA COUNTY, WASHINGTON

for which it is held by the Company;

PIONEER, INC., 7ACOMA-17718

- (g) any obligations or duties, affecting the property of the Company, to any municipality or public authority with respect to any franchise, grant, license or permit; or
- (h) rights of lessees of space in the Company's office building in the City of Portland, Oregon, arising under leases entered into prior to the execution and delivery of this Indenture, including, but not limited to, the lease dated April 1, 1946, between the Company and The United States National Bank of Portland (Oregon), but not including any such leases which, by their express terms, have been sub-ordinated to future mortgages of the Company.

The term "Qualified Lien" shall mean any mortgage or other lien (not included in the term Excepted Encumbrances) prior to the Lien of this Indenture, existing at any particular time upon any Property Additions (so long as such Property Additions remain subject to the Lien hereof) then or theretofore made the basis under any of the provisions of this Indenture for the authentication and delivery of bonds or the withdrawal of cash or the release of property or the basis of a credit under the provisions of Section 39 or Section 40 hereof. The term "Qualified Lien Bonds" shall mean bonds, obligations or other principal indebtedness secured by a Qualified Lien.

The term "Outstanding" with respect to Qualified Lien Bonds shall mean as of any particular time all Qualified Lien Bonds theretofore authenticated and delivered by the trustee or other holder of the Qualified Lien securing the same and/or, if there be no such trustee or other holder, all Qualified Lien Bonds theretofore made and delivered by the maker (or his successor) of such Qualified Lien, except (A) Qualified Lien Bonds theretofor paid, retired, redeemed, discharged or canceled, (B) Qualified Lien Bonds held hereunder, (C) Qualified Lien Bonds held by the trustee or other holder of a Qualified Lien (under conditions such that no transfer of ownership or possession of such Qualified Lien Bonds by the trustee or other holder of such Qualified Lien is permissiblethereunder except upon a default thereunder or except to the Corporate Trustee hereunder to be held subject to the provisions of Article IX hereof or to the trustee or other holder of a Qualified Lien for cancellation or to be held uncanceled under the terms of a Qualified Lien under like conditions), (D) Qualified Lien Bonds for the purchase, payment or redemption of which moneys in the necessary amount shall have been deposited with or be held, with irrevocable direction so to apply, by the Corporate Trustee hereunder or by the trustee or other holder of a Qualified Lien (provided that, in the case of redemption, the notice required therefor shall have been given or have been provided for to the satisfaction of the Corporate Trustee), and (E) qualified Lien Bonds upon transfer of which or in exchange or substitution for and/or in lieu of which other Qualified Lien Bonds have been authenticated and delivered or made and delivered under any of the provisions of the Qualified Lien securing such Qualified Lien Bonds.

- Section 7. The term "Net Earning Certificate" shall mean a certificate signed by the President or a Vice-President of the Company and an accountant, who unless required to be independent, may be an officer or employee of the Company, stating
 - (A) the Adjusted Net Earnings of the Company for a period of twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the first day of the month in which the application for the authentication and delivery under this Indenture of bonds then applied for is made, specifying;
 - (1) its operating revenues, with the principal divisions thereof;
 - (2) its operating expenses, with the principal divisions thereof, including, but