

(i) all principal of and interest on the Loans (herein called the "Loans") made pursuant to, and all other obligations of Mortgagor arising under, that certain Consolidated, Amended and Restated Loan Agreement dated as of December 1, 1982, among Mortgagor, the lending institutions who are parties thereto and Agent for such lending institutions, as the same may be from time to time amended, supplemented, extended, renewed or otherwise modified (the "Loan Agreement"), and the Notes evidencing the Loans, as the same may be from time to time amended, supplemented, extended, renewed or otherwise modified (the "Notes"),

(ii) the reimbursement and other obligations of Mortgagor with respect to letters of credit issued by The First National Bank of Boston (not to exceed \$500,000), Continental Illinois National Bank and Trust Company of Chicago (not to exceed \$2,134,644) and First Interstate Bank of Oregon, N.A. (not to exceed \$100,000) for the account of Mortgagor as any of such letters of credit may be amended, supplemented, extended, renewed or otherwise modified from time to time (the "Letters of Credit"),

(iii) all obligations of Mortgagor under that certain Guaranty dated as of December 1, 1982 by Mortgagor for the benefit of certain lending institutions named therein and the Company Agent named therein, as said Guaranty may be from time to time amended, supplemented, renewed or otherwise modified (the "Guaranty") and

(iv) all sums payable and all other obligations to be performed from time to time by Mortgagor under the Collateral Agreement (including, without limitation, fees owed to the Collateral Agent thereunder), this Mortgage (including, without limitation, any advances or other payments made by Mortgagee on behalf of Mortgagor pursuant to any provision hereof), or any Other Assurance as defined in the Collateral Agreement,

howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due. (All such obligations secured hereby, together with any of the Secured Obligations (as defined in the Collateral Agreement) not referred to above, being herein called the "Secured Obligations", and the holders thereof at any time, the "Secured Parties".) The maximum amount of all obligations secured by this Mortgage is \$770,972,512.15:

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