

by a First Supplemental Indenture between Rawlins Electric Company and Irving Trust Company, as Trustee, dated as of September 1, 1944; by a Second Supplemental Indenture between Rawlins Electric Company and Irving Trust Company, as Trustee, dated as of November 1, 1955; by a Third Supplemental Indenture between Rawlins Electric Company and Irving Trust Company, as Trustee, dated as of November 1, 1957; by a Fourth Supplemental Indenture between Pacific Power & Light Company and Irving Trust Company, as Trustee, dated as of June 1, 1959; said Indenture and each of said Supplemental Indentures having been recorded and indexed as a Mortgage of both real and personal property in Carbon, Fremont and Sweetwater Counties, State of Wyoming, in which all property intended to be subject to the lien thereof is situated.

Also such properties and franchises as have been acquired, made or constructed by the Company on or subsequent to said merger and which are now subject or intended to be subject to the lien of the aforementioned Indenture of said Rawlins Electric Company, as so supplemented, under which there were outstanding at August 31, 1960, \$523,000, in principal amount of First Mortgage Bonds of said former Rawlins Electric Company, and consisting of:

- (1) All betterments, extensions, improvements, additions, repairs, renewals, replacements, substitutions and alterations to, upon, for and of the mortgaged property (as defined in said Indenture; as supplemented) and all property (including rights, franchises, licenses, easements and leases) held or acquired for use or used upon or in connection with or appertaining to the mortgaged property (as so defined) or any part thereof;
- (2) All property made the basis of the withdrawal of cash or the release of property from the lien of said Indenture, as supplemented; and all property acquired or constructed with the proceeds of any insurance on any part of the mortgaged property (as so defined) or with the proceeds of any part of the mortgaged property released from the lien of said Indenture, as supplemented, or taken by the exercise of the power of eminent domain; and
- (3) All property acquired in pursuance of the covenants contained in said Indenture, as supplemented, to maintain and preserve and keep the mortgaged property in good condition, repair and working order, or in pursuance of some other covenant or agreement contained in said Indenture, as supplemented, to be kept or performed by the Rawlins Electric Company.