

than California, Idaho, Montana and Wyoming, shall not be limited or in any manner related to said sum of Six Hundred Million Dollars (\$600,000,000) stated above with respect to Future Mortgage Debt which may be secured by the California Chattel Lien, the Wyoming Chattel Lien, the Idaho Lien and the Montana Lien (or to any other amount stated in a further indenture or indentures supplemental hereto, hereafter executed, delivered and filed for record as provided for in Section 5 of the Fifth Supplemental Indenture as to the Wyoming Chattel Lien, the Idaho Lien and the Montana Lien and in Section 1 of the Twelfth Supplemental Indenture as to the California Chattel Lien), it being the intent hereof that any mortgage of real property in the states of California, Oregon, Washington and Wyoming and in any states other than Idaho and Montana created by the Mortgage, as supplemented, and any mortgages of personal property created by the Mortgage, as supplemented, in the states of Oregon and Washington and in any states other than California, Wyoming, Idaho and Montana shall secure all such principal debt or obligation and such other amounts as may now or hereafter from time to time be Outstanding under the Mortgage, as supplemented, without limitation as to the aggregate amount thereof. Upon the execution, delivery and filing for record of such indenture or indentures supplemental to the Mortgage increasing or decreasing the amount of Future Mortgage Debt which may be secured by the California Chattel Lien, the Wyoming Chattel Lien, the Idaho Lien and the Montana Lien, the amount of Future Mortgage Debt which may be secured by said liens shall be the amount stated in the last such indenture supplemental hereto. No such indenture shall decrease the amount of Future Mortgage Debt which may be secured by said liens to an amount less than the amount of such Future Mortgage Debt then secured by said liens.

Upon the filing of this Fifteenth Supplemental Indenture for record in all counties in which the Mortgaged and Pledged Property is located and until a further indenture or indentures supplemental to the Mortgage shall be executed and delivered by the Company to the Trustees pursuant to authorization by the Board of Directors of the Company and filed for record in all counties in which the Mortgaged and Pledged Property is located, providing a later date or dates for the purposes for which a date is provided in this Section, the date on which the last installment or portion of the indebtedness secured by the Wyoming