

EXECUTED IN 75 COUNTERPARTS OF
WHICH THIS IS COUNTERPART NO. 57

THE WASHINGTON WATER POWER COMPANY

TO

CITY BANK FARMERS TRUST COMPANY

AND

RALPH E. MORTON,

As Trustees under The Washington Water
Power Company's Mortgage and Deed
of Trust, Dated as of June 1, 1939

First Supplemental Indenture

Dated as of October 1, 1952



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FIRST SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of October, 1952, made and entered into by and between THE WASHINGTON WATER POWER COMPANY a corporation of the State of Washington, whose post office address is West 825 Trent Avenue, Spokane, Washington (hereinafter sometimes called the Company), party of the first part, and CITY BANK FARMERS TRUST COMPANY, a corporation of the State of New York, whose post office address is 22 William Street, New York, New York (hereinafter sometimes called the Corporate Trustee), and RALPH E. MORTON, of Glenville Road, Greenwich, Connecticut (hereinafter sometimes called the Individual Trustee), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of June 1, 1939 (hereinafter called the Mortgage), executed and delivered by The Washington Water Power Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called First Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage was filed for record, and was recorded, as a mortgage of both real and personal property, in the official records of the several counties in the states of Washington, Idaho and Montana listed below, as follows:

Washington

Date Filed for Record	County	Office of	Real Estate Mortgage Records		Chattel Mortgage Records— Auditor's File No.
			Book	Page	
7/ 1/39	Adams	Auditor	77	1	2695
7/ 1/39	Asotin	Auditor	33	366	6830
6/30/39	Chelan	Auditor	267	290	300309
7/ 1/39	Douglas	Auditor	70	174	38815
7/ 1/39	Ferry	Auditor	11	73	84148
7/ 1/39	Franklin	Auditor	42	90	85690
7/ 1/39	Garfield	Auditor	43	528	9535
6/30/39	Grant	Auditor	37	409	27288
7/ 1/39	Lincoln	Auditor	86	1	30884
7/ 1/39	Okanogan	Auditor	39	350	282750
7/ 1/39	Pend Oreille	Auditor	12	455	5939
6/30/39	Spokane	Auditor	477	78	3946 A
7/ 1/39	Stevens	Auditor	61	1	34568
7/ 1/39	Whitman	Auditor	239	1	30474

Idaho

Date Filed for Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
7/ 5/39	Benewah	P	301	52152
7/ 5/39	Bonner	26	273	98023
7/ 5/39	Clearwater	13A	1	40502
7/ 6/39	Idaho	49	1	126835
6/30/39	Kootenai	50	91	116371
7/ 6/39	Latah	64	1	138572
7/ 5/39	Lewis	25	476	43749
6/30/39	Nez Perce	130	444	168946
7/ 5/39	Shoshone	8	7	110380

Montana

Date Filed for Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
9/12/52	Sanders	31	107	12915

and

WHEREAS the Mortgage has been or will be recorded in all counties in which this First Supplemental Indenture is to be recorded; and

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired intended to be subject to the lien thereof; and

WHEREAS in addition to the property described in the Mortgage, the Company has acquired certain other property, rights and interests in property; and

WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, bonds of a series entitled and designated First Mortgage Bonds, 3½% Series due 1964 (hereinafter called the bonds of the First Series); and

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such Series may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or

the Company may cure any ambiguity contained herein, or in any supplemental indenture, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage shall be situated; and

WHEREAS the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage certain other covenants and agreements to be observed by it and to supplement and amend in certain respects the covenants and provisions contained in the Mortgage and, in addition, to reserve the right to amend certain other covenants and provisions therein without the consent or other action by holders of bonds of such new series or of any subsequent series; and

WHEREAS the execution and delivery by the Company of this First Supplemental Indenture, and the terms of the bonds of the Second Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors, and all things necessary to make this First Supplemental Indenture a valid, binding and legal instrument for the security of the bonds have been performed;

Now, THEREFORE, THIS INDENTURE WITNESSETH: That The Washington Water Power Company, in consideration of the premises and of one dollar to it duly paid by the Trustees at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, as supplemented, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the lien of the Mortgage on certain after acquired prop-

erty, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms unto Ralph E. Morton and (to the extent of its legal capacity to hold the same for the purposes hereof) unto City Bank Farmers Trust Company, as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors, heirs and assigns forever, all the following described properties of the Company, acquired by the Company since the execution and delivery of the Mortgage, whether now owned or hereafter acquired—that is to say:

All of the property, real, personal and mixed, of every character and wheresoever situated (except any hereinafter or in the Mortgage expressly excepted) which the Company now owns or, subject to the provisions of Section 87 of the Mortgage, may hereafter acquire prior to the satisfaction and discharge of the Mortgage, as fully and completely as if herein or in the Mortgage specifically described, and including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in this First Supplemental Indenture) all lands, real estate, easements, servitudes, rights of way and leasehold and other interests in real estate; all rights to the use or appropriation of water, flowage rights, water storage rights, flooding rights, and other rights in respect of or relating to water; all plants for the generation of electricity, power houses, dams, dam sites, reservoirs, flumes, raceways, diversion works, head works, waterways, water works, water systems, gas plants, steam heat plants, hot water plants, ice or refrigeration plants, stations, substations, offices, buildings and other works and structures and the equipment thereof and all improvements, extensions and additions thereto; all generators, machinery, engines, turbines, boilers, dynamos, transformers, motors, electric machines, switchboards, regulators, meters, electrical and mechanical appliances, conduits, cables, pipes and mains; all lines and systems for the transmission and distribution of electric current, gas, steam heat or water for any purpose; all towers, mains, pipes, poles, pole lines, conduits, cables, wires, switch racks, insulators, compressors, pumps, fittings, valves and connections; all motor vehicles and automobiles; all tools, implements, apparatus, furni-

ture, stores, supplies and equipment; all franchises (except the Company's franchise to be a corporation), licenses, permits, rights, powers and privileges; and (except as hereinafter or in the Mortgage expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature.

The property so conveyed or intended to be so conveyed hereunder shall include, but shall not be limited to, the following property, the particular description of which is intended only to aid in the identification thereof and shall not be construed as limiting the force, effect and scope of the foregoing, namely:

FIRST.

THE ADDITIONAL ELECTRIC GENERATING PLANTS OF THE COMPANY, in the States of Washington, Idaho and Montana, including all power houses, dams, reservoirs, flumes, raceways, diversion works, head works, waterways, buildings, and other works and structures forming a part of or appertaining to said generating plants and stations, or any of them, or used or enjoyed or capable of being used or enjoyed in conjunction therewith and all lands of the Company on which the same are situated, and all the Company's lands, easements and flowage rights permitting the storage of water for reservoir purposes and the flowage of lands lying along or adjacent to the Spokane River, Coeur d'Alene Lake, Coeur d'Alene River, St. Joe River, St. Maries River, Chelan River, Chelan Lake, Colville River, Asotin Creek, Clearwater River, South Fork Clearwater River, Calispell Creek, and Clark Fork River, and the tributaries thereof in the States of Washington, Idaho and Montana, and all other of the Company's real estate and interests therein, rights in respect of or relating to water, machinery, equipment, appurtenances, supplies, franchises, licenses, permits and other rights and other property forming a part of or appertaining to said generating plants and stations, or any of them, or used or enjoyed or capable of being used or enjoyed in conjunction therewith, including, but not limited to, the following in the State of Idaho:

1. The Cabine. Gorge Hydro-Electric Plant, situated on the Clark Fork River, in Section Twenty-seven (27), Township Fifty-five (55) North, Range Three (3), E.B.M., in Bonner County and that certain license issued by the Federal Power Commission, Project No. 2058, Idaho, January 10, 1951.

SECOND.

THE ADDITIONAL ELECTRIC SUBSTATIONS AND SUBSTATION SITES OF THE COMPANY, in the States of Washington and Idaho, including all buildings, structures, towers, poles, equipment, appliances and devices for transforming, converting and distributing electric energy, and the lands of the Company on which the same are situated and all of the Company's real estate and interests therein, machinery, equipment, appliances, devices, appurtenances and supplies, franchises, permits and other rights and other property forming a part of said substations or any of them, or used or enjoyed or capable of being used or enjoyed in connection with any thereof, including, but not limited to, the following situated in the States of Washington and Idaho:

1. The Sunset Substation, situated on or near 29th Avenue, in the City of Spokane, Spokane County.

2. The Beacon Substation, situated on Havana Street, east of the City limits, near the City of Spokane, Spokane County.

3. The W. S. C. Substation, situated in the City of Pullman, in Whitman County.

4. The Cheney Regulator Station, situated in the City of Cheney, in Spokane County.

5. The Francis & Cedar 110-13 Kv. Substation, situated on Francis Ave., N. of City limits near the City of Spokane, Spokane County.

6. Orin Electric Substation near Colville in Stevens County, Washington.

7. Metro Electric Substation near Lincoln Street in Spokane, Washington.

8. Second and Scott Electric Substation, at the intersection of Second Avenue and Scott Street in Spokane, Washington.

9. Ewan Electric Substation near Ewan in Whitman County, Washington.

10. Plummer Electric Substation near Plummer, Idaho.
11. Marengo Electric Substation near Marengo, Washington.
12. Valley Electric Substation near Valley in Stevens County, Washington.
13. Fairchild Electric Substation, at Fairchild Air Force Base near Spokane, Washington.
14. North Lewiston Electric Substation north of Lewiston, Idaho.
15. Pine Creek Electric Substation near Pinehurst in Shoshone County, Idaho.
16. Pierce Electric Substation in Pierce, Idaho.
17. Cabinet Gorge Construction Substation at Cabinet Gorge Power Station near Clark Fork, Idaho.
18. Pottlatch Electric Substation near Pottlatch, Idaho.
19. Pottlatch Mill Electric Substation at Pottlatch, Idaho.
20. Craigmont Electric Substation in Craigmont, Idaho.
21. Lapwai Electric Substation in Lapwai, Idaho.
22. Weippe Electric Substation near Weippe, Idaho.

THIRD.

THE ADDITIONAL ELECTRIC TRANSMISSION LINES OF THE COMPANY, in the States of Washington and Idaho, including towers, poles, pole lines, wires, switch racks, insulators and appurtenances, appliances and equipment and all of the Company's other property, real, personal, or mixed, forming a part of or used, occupied or enjoyed in connection with or in anywise appertaining to said transmission lines or any of them, together with all rights of way, easements, permits, privileges, municipal or other franchises, licenses, consents, and rights for or relating to the construction, maintenance or operation thereof through, over, under or upon any public streets or highways or other lands, public or private, including, but not limited to, the following:

1. The Sunset-Metro single circuit 60 kv. transmission line, extending from the Company's Sunset Electric Substation 2.8 miles to the Company's Metro Electric Substation. All in the City of Spokane, Washington.

2. The Beacon-Opportunity single circuit 60 kv. transmission line, extending from Beacon Substation in an easterly direction, in Spokane County, Washington, about 8 miles to the Company's Opportunity Electric Substation.

3. The Beacon-Sunset single circuit 110 kv. transmission line, extending in a northeasterly direction, in Spokane County, Washington, from the Sunset Electric Substation to the Beacon Electric Substation, for a distance of about 12 miles.

4. The Little Falls-Sunset double circuit 60 kv. transmission line, extending from the Company's Little Falls Hydro-Electric Plant in a southeasterly direction, in Stevens, Lincoln and Spokane Counties, Washington, for a distance of about 28 miles, to the Company's Sunset Electric Substation, in the City of Spokane.

5. The Chewelah-Colville single circuit 60 kv. transmission line, extending from the Company's Magnesite Electric Substation, in a northerly direction, in Stevens County, Washington, for a distance of about 26 miles to the Colville Electric Substation near Colville.

6. The Long Lake-Beacon double circuit 110 kv. transmission line (each circuit on a separate structure), extending from the Company's Long Lake Hydro-Electric Plant, in a southeasterly direction, in Spokane and Lincoln Counties, Washington, for a distance of about 30 miles to the Company's Beacon Electric Substation in the City of Spokane.

7. The Montana-Beacon single circuit 110 kv. transmission line, extending from the Company's Montana Electric Substation near Burke, Idaho, in a northwesterly direction, in Shoshone and Kootenai Counties, Idaho, and Spokane County, Washington, for a distance of about 84 miles to the Company's Beacon Electric Substation in the City of Spokane.

8. The Post Falls-Newport single circuit 110 kv. transmission line, extending from the Company's Post Falls Hydro-Electric Station, near Post Falls, Idaho, in a northerly direction, in Kootenai and Bonner Counties, Idaho, for a distance of about 43 miles to the Company's Newport Electric Substation.

9. The Latah Junction-Montana single circuit 110 kv. transmission line, extending from the Company's Latah Junction Electric Substation through the City of Kellogg, in Shoshone County, Idaho, in an easterly direction, in Spokane County, Washington, and Kootenai, Benewa, and Shoshone Counties, Idaho, for a distance of about 75 miles to the Company's Montana Electric Substation near Burke, Idaho.

10. The Latah Junction-Moscow single circuit 110 kv. transmission line, extending from the Latah Junction Substation, in a southeasterly

direction, in Spokane and Whitman Counties, Washington, for a distance of about 50 miles, to the Company's Moscow and Latah County, Idaho Electric Substation.

11. The North Lewiston-Leon Junction single circuit 110 kv. transmission line, extending in a northerly direction from the North Lewiston Substation near Lewiston, Idaho, to the Leon Junction Electric Substation located just south of the north line of Nez Perce County, Idaho, a distance of about 7 miles in Nez Perce County, Idaho.

12. The Lewiston-Nez Perce single circuit 60 kv. transmission line, extending from the Lewiston Hydro-Electric Plant at Lewiston, Idaho, in a southeasterly direction about 46 miles through the Towns of Lapwai, Culusac, Reubens and Craigmont to the Company's Nez Perce Electric Substation near Nez Perce, Idaho.

13. The Nez Perce-Grangeville single circuit 60 kv. transmission line, extending from the Nez Perce Substation near Nez Perce, Idaho, in a southerly direction to the Grangeville Substation near Grangeville, Idaho, a distance of approximately 27 miles, in Lewis and Idaho Counties, Idaho.

14. The Moscow-Elk River single circuit 22 kv. transmission line, extending from the Company's Moscow Electric Substation, in an easterly direction in Latah and Clearwater Counties, Idaho, a distance of about 48 miles through the Towns of Troy and Bovill to Elk River.

15. The Palouse-Potlatch single circuit 60 kv. transmission line, extending from the Company's Palouse Electric Substation near the City of Palouse, in an easterly direction, about 11 miles to the Company's Potlatch Substation in Potlatch, Idaho, in Whitman County, Washington and Latah County, Idaho.

16. The Galena Tap single circuit 60 kv. transmission line from a point on the Little Falls-Sunset line in Section 12, Township 25 North, Range 41, E.W.M., southwesterly to the Government owned substation in Fairchild Air Base near Galena, Washington, a distance of about 5.6 miles all in Spokane County, Washington.

17. The Francis-Cedar Tap single circuit 110 kv. transmission line from a point on the Long Lake-Beacon line in Section 13, Township 26 North, Range 42, E.W.M., southerly to the Company's Francis-Cedar Substation, a distance of about 3 miles all in Spokane County, Washington.

18. The Beacon-Mead double circuit 110 kv. transmission line (each circuit on separate structures) from the Company's Beacon Substation near Spokane to the Bonneville Power Administration's Substation near Mead, a distance of about 6 miles all in Spokane County, Washington.

19. The Pullman-Colfax single circuit 110 kv. transmission line, extending from the Company's Pullman Electric Substation, in a north-westerly direction, in Whitman County, Washington, for a distance of about 17 miles to the Company's Colfax Electric Substation.

20. The Sunset-Colfax single circuit 110 kv. transmission line from the Company's Sunset Substation in Spokane in a southerly direction about 53 miles to the East Colfax Substation near Colfax, Washington in Spokane and Whitman Counties.

21. The Beacon-Ross Park single circuit 110 kv. transmission line from the Company's Beacon Substation westerly about 2.4 miles to the Ross Park Substation all in Spokane, Washington.

22. The Meyers Falls-Colville-Marble single circuit 33 kv. transmission line from the Meyers Falls Hydro-Electric Station to the Company's Substation at Colville with a branch to the Substation of the Spokane Portland Cement Company near Marble, Washington, a total length of about 36 miles all in Stevens County, Washington.

23. The Nez Perce-Kamiah single circuit 60 kv. transmission line from the Nez Perce Substation in Nez Perce, Idaho to the Kamiah Substation in Kamiah, Idaho, a distance of about 10 miles all in Lewis County, Idaho.

24. The Orofino-Nez Perce single circuit 60 kv. transmission line from the Company's Orofino Substation in a southeasterly direction through Greer, Idaho to the Nez Perce Substation near Nez Perce, Idaho a distance of about 19 miles in Clearwater and Lewis Counties.

25. The Greer-Pierce single circuit 60 kv. transmission line from Greer Substation near Greer, Idaho in a northeasterly direction to the Company's Pierce Substation in Pierce, Idaho, a distance of about 23 miles in Lewis and Clearwater Counties.

26. The Newport-Silver Birch single circuit 60 kv. transmission line from the Company's Newport Substation southeasterly to the R.E.A. Silver Birch Substation, a distance of about 2 miles all in Bonner County, Idaho.

27. Sandpoint-Cabinet Gorge 110 kv. transmission line from a point 3 miles north of Sandpoint, Idaho, to the Company's substation at Cabinet Gorge Power Station, a distance of 32 miles.

28. Cabinet-Beacon 230 kv. transmission line from Cabinet Power Station to Beacon Substation near Spokane, Washington.

29. The 110 kv. transmission line from the switching station at Eighth and Fancher east of Spokane, Washington, to the substation at Second Avenue and Scott Street in Spokane, Washington.

FOURTH.

THE ADDITIONAL ELECTRIC DISTRIBUTING SYSTEMS OF THE COMPANY, in the States of Washington and Idaho, including towers, poles, pole lines, wires, cables, insulators and appurtenances, appliances and equipment and all of the Company's other property, real, personal, or mixed, forming a part of or used, occupied, or enjoyed in connection with or in anywise appertaining to said distributing systems or any of them, together with all rights of way, easements, permits, privileges, municipal or other franchises, licenses, consents and rights for or relating to the construction, maintenance or operation thereof through, over, under or upon any public streets or highways, or other lands, public or private, including, but not limited to, the following:

1. The Elk River Distributing System as constructed and equipped in the Town of Elk River, Clearwater County, Idaho, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on or about December 3, 1947, and expires on December 3, 1972.

2. The Pierce Distributing System as constructed and equipped in the Town of Pierce, Clearwater County, Idaho, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on or about August 25, 1947, and expires on August 25, 1973.

3. The Clarksville Distributing System as constructed and equipped in the Town of Clarksville, Kootenai County, Idaho, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on or about September 3, 1947, and expires on September 2, 1972.

4. The Eddiville Distributing System as constructed and equipped in the Town of Eddiville, Kootenai County, Idaho, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on or about August 4, 1947, and expires on August 4, 1972.

5. The Hayden Lake Distributing System as constructed and equipped in the Town of Hayden Lake, Kootenai County, Idaho, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on or about October 6, 1947, and expires on October 5, 1972.

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6. The Harrison Distributing System as constructed and equipped in the City of Harrison, Kootenai County, Idaho, and that certain franchise or consent, owned by the Company and granted by the city authorities by ordinance, which became effective on or about May 26, 1947, and expires on May 25, 1972.

7. The Huetter Distributing System as constructed and equipped in the Town of Huetter, Kootenai County, Idaho, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on or about August 11, 1947, and expires on August 10, 1972.

8. The Spirit Lake Distributing System as constructed and equipped in the City of Spirit Lake, Kootenai County, Idaho, and that certain franchise or consent, owned by the Company and granted by the city authorities by ordinance, which became effective on or about August 6, 1940, and expires on August 6, 1965.

9. The State Line Distributing System as constructed and equipped in the Town of State Line, Kootenai County, Idaho, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on or about September 2, 1947, and expires on September 1, 1972.

10. The Polaris Distributing System as constructed and equipped in the Town of Polaris, Shoshone County, Idaho, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on or about November 15, 1949, and expires on November 14, 1974.

FIFTH.

Miscellaneous Real Estate in the States of Washington, Idaho and Montana.

1. That part of Tract "D", Demais and Bralley's Addition to Spokane Falls (now Spokane) described as follows: Beginning at a point on the east line of said Tract "D", 250 feet north of the southeast corner thereof; thence west 370 feet to a point; thence northwesterly 10 feet along a line, which if extended would intersect the southerly line of the right of way of the N. P. Railway Co., at a point 100 feet easterly from the intersection of the south line of said right of way with the west line of said Tract "D"; thence northeasterly 122 feet more or less, to a point in the southerly line of said N. P. Railway Co.'s right of way, 250 feet easterly from the point of intersection of said

south line of said right of way with the west line of said Tract "D"; thence northeasterly along the southerly line of said right of way to the intersection of the south line of said right of way with the east line of said Tract "D"; thence south along the east line of said Tract to the place of beginning.

2. That part of the Northeast quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section thirty-six (36), Township twenty-five (25) North, Range forty-two (42) E.W.M., described as follows: Beginning at the Northeast corner of Section thirty-six (36), Township twenty-five (25) North, Range forty-two (42) E.W.M.; thence west along the north line of said section 370 feet more or less to the point where it intersects the easterly right of way line of the Northern Pacific Railway Company; thence in a southwesterly direction along said right of way line 1089.15 feet; thence in a straight line in an easterly direction for a distance of 16.4 feet to a point on the east line of said section thirty-six (36) which lies 1034.7 feet south of the Northeast corner of Section thirty-six (36); thence north along the section line to point of beginning in County of Spokane and city of Spokane.

3. That part of Lot 4 of Section 25, Township 36 North, Range 6 West, B.M., described as follows: Beginning at the northwest corner of Lot 4 of said Section 25, thence N. 89° 33' E. along the north line of said Lot 4, a distance of 1162.6 feet to the true point of beginning; thence S. 42° 50' W. 255.5 feet, thence N. 63° 28' W. 216.4 feet to the easterly line of Down River County Road, thence N. 63° 56' E. along said easterly line 203.1 feet to the said north line of Lot 4, thence along said north line N. 89° 33' E. 184.8 feet to the true point of beginning containing 0.78 acres more or less in Nez Perce County, Idaho.

4. Part of the Northwest Quarter of the Southwest Quarter of Section 11, Township 25 North, Range 43, E.W.M., more particularly described as follows: Beginning at the northwest corner of the Northwest Quarter of said Southwest Quarter; thence south along the west line thereof, 692.3 feet; thence southeasterly to a point 400 feet east of the west line and 749.32 feet south of the north line of said Southwest Quarter; thence north on a line parallel to the west line of said Southwest Quarter, 430 feet east thereof when measured at right angles thereto, to the north line of said Southwest Quarter; thence west along the north line thereof to the place of beginning in Sp. Co. County, Washington.

5. An irregular tract of land in the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-five (25), Township Thirty-six (36) North, Range Six (6) West of the Base Meridian, in the City of Lewiston, Nez Perce County, Idaho, described as follows:

Beginning at a point on the South line of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section Twenty-five (25) which lies 1162.6 feet North 89° 33' East from the Southwest corner thereof; thence North 42° 50' East to a point on the southeasterly line of Down River Road; thence in a southwesterly direction along the southeasterly line of said road to its intersection with the south line of said Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-five (25); thence North 89° 33' East 184.8 feet along said south line to the point of beginning.

6. Lots 1 and 2 of Block 103 in Third Addition to Railroad Addition to Spokane Falls (now Spokane), in the City of Spokane, County of Spokane, State of Washington, together with the building thereon and the appurtenances thereunto belonging, except that part of said lots included in the following description: Beginning at the southeast corner of Lot 2 in said block, thence north on the east line of said lot, 22.6 feet; thence in a westerly direction in a straight line to a point in the west line of said Lot 1, 75.5 feet north of the southwest corner thereof; thence south to the southwest corner of said lot 1; thence northeasterly along the southeasterly line of said Block 103 to the place of beginning.

7. All of Lots Seven (7) and Eight (8) in Block One Hundred Four (104) of the Third Addition to the Railroad Addition to the Town of Spokane Falls (now City of Spokane), in the City of Spokane, County of Spokane and State of Washington.

8. The West 430 feet of the South 750 feet of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eleven (11), Township Twenty-five (25) North, Range Forty-three (43), East of the Willamette Meridian, Except the west 30 feet thereof in Spokane County, Washington.

9. Situate in County of Lewis State of Idaho, to-wit:

That portion of Lots 18, 19 and 20 of Lawyer's Tracts lying East of State Highway #9 and adjacent thereto which is in the South half of Government Lot 2 of Section 2, Township 33 North, Range 3 East of the Boise Meridian, described as follows: Beginning at a point 25 feet South of the point of intersection of the North line of Lot 20 of Lawyer's Tract and the East line of said State Highway #9; thence East parallel to the North line thereof a distance of 115 feet; thence South parallel to the East line of said State Highway a distance of 150 feet; thence West 115 feet to the point of intersection with the East line of said State Highway #9; thence North a distance of 150 feet to the point of beginning.

10. The East Half (E½) of Lots Nine (9) and Ten (10) in Block Eight (8) of Chandler's Second Addition to Spokane Falls (now Spokane), in the City of Spokane, Washington, according to the recorded Plat thereof.

11. A tract of land in Asotin County, Washington, described as follows: Beginning at a point on the west line of Lot 2, Block F.O. of Clarkson Heights which lies 138 feet south of the northwest corner of said Lot 2; thence in a northeasterly direction approximately 285.19 feet to the most easterly corner of Lot 2 lying in Section 22, Township 11 North, Range 46 E.W.M.; thence in a southwesterly direction approximately 240 feet to a point in said Lot 2 which lies 193 feet south of and 100 feet east of the northwest corner of said Lot 2; thence due west 100 feet to a point on the west line of said Lot 2; thence north 60 feet along the west line of said Lot to the point of beginning.

12. Lot 2, Block 26 of Railroad Addition to the City of Spokane, Spokane County, State of Washington.

13. A tract of land lying in the Southwest quarter of the Southwest quarter (SW¼SW¼) of Section Twenty-nine (29), Township Eighteen (18) North, Range Thirty-seven (37) E.W.M., Adams County, Washington, described as: Beginning at a point 1035 feet North of the Southwest corner of said Section Twenty-nine (29) and 258 feet East of the West section line the true point of beginning; thence North 200 feet parallel to the West line of Section Twenty-nine (29); thence East 150 feet parallel to the North Section line; thence South 200 feet parallel to the West line; thence West 150 feet to the true Point of Beginning.

14. Lots 11 and 12 in Block 10 of Central Park Addition to Spokane Falls (now Spokane), in the County of Spokane and State of Washington, as per map thereof recorded in Book "C" of Plats, page 14, in the office of the County Auditor of said County.

15. The north 60 feet of the west 150 feet of Lot 4 in Block 6 of Garden Park Addition to Spokane Falls (now Spokane), in the City of Spokane, County of Spokane and State of Washington, as per map thereof recorded in Book "A" of Plats, page 153, in the office of the County Auditor of said County.

16. Lot 7, Block 5, Heath's Subdivision in Heath's Addition to Spokane Falls (now Spokane), Washington.

17. A tract of land in Section 11, T 25 N, R 43 E.W.M. in Spokane County, Washington, described as follows: Beginning at a point

on the east and west center line of Section 11, T 25 N, R 43 E.W.M. which lies 660 feet east of the quarter section corner on the west line of said Section 11; thence north parallel to the west line of said Section 11, a distance 750 feet; thence east parallel to the centerline of said Section 430 feet; thence north parallel to the west line of said Section 550 feet more or less to the south line of County Road No. 345 "O"; thence east along the south line of said road 230 feet; thence south parallel to the west line of said Section 11 to the northerly line of Upriver Drive (County permanent highway No. 84), thence in a southwesterly direction along the northerly line of said road to a point which is 660 feet east of the west line of said Section 11, thence north to the point of beginning.

18. The east 200 feet of Vacated Block 15 and adjacent south 30 feet of Vacated First Avenue in the plat of Riverton in the NW $\frac{1}{4}$ of Section 11, T 25 N, R 43 E.W.M. in the County of Spokane, State of Washington, as recorded in Book "B" of Plats on Page 50 in the office of the County Auditor.

19. The east 200 feet of Vacated Block 8 and adjacent north 30 feet of Vacated First Avenue in the Plat of Riverton in the NW $\frac{1}{4}$ of Section 11, T 25 N, R 43 E.W.M. in the County of Spokane, State of Washington, as recorded in Book "B" of Plats on Page 50 in the office of the County Auditor.

20. Lots Twenty-two, Twenty-three and Twenty-four (22, 23 and 24) in Block Five (5) of Riverton, in the County of Spokane and State of Washington, as per map thereof recorded in Book "B" of Plats, page 50, in the office of the County Auditor of said County.

21. That part of the SW $\frac{1}{4}$ of Sec. 2, T. 25 N., R. 43 E.W.M., County of Spokane and State of Washington, described as follows: Beginning at the SE corner of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Sec. 2; thence W. on S. boundary line of said Sec. 2, 195 feet to a point; thence N. 223.05 feet to a point; thence N. 21°35' E. 81.5 feet to a point; thence E. 690.5 feet to a point; thence S. 301.6 feet to a point on the S. boundary line of Sec. 2; thence W. on said S. boundary line 523.5 feet to the place of beginning.

Subject to easement for pipe lines and reservation for spring dated August 23, 1909 recorded in Book 226 of Deeds, page 620, Records of Spokane County, Washington.

Also, that part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 11, T. 25 N., R. 43 E.W.M., County of Spokane, State of Washington described as follows: Beginning at a point on the N. line of said Sec. 11, 373 feet E. of the NW corner of said section; and running thence S. 215 feet more or less to the N. line of Third Avenue (now Frederick) in Riverton, as per map thereof recorded in Book "B" of Plats, page 50, thence E. along

the N. line of said Third Avenue 97 feet to the true point of beginning; thence north-easterly 252.65 feet more or less to a point on the N. line of said Sec. 11, 1138.6 feet E. from the NW corner thereof; thence E. along the N. line of said section to the E. line of said NW $\frac{1}{4}$ of NW $\frac{1}{4}$; thence E. 215 feet more or less to the N. line of Third Avenue; thence W. to the true point of beginning. Subject to easement for private drive over strip of land 25 feet wide parallel to and immediately adjoining said property on the E., subject to the right of The Washington Water Power Company's predecessor in title to dedicate said strip of land for public road. Deed dated May 1, 1921, recorded in Book 315 of Deeds, page 424, Spokane County, Washington.

22. Lots One, Two and Three (1, 2 and 3) in Block Five (3) of Riverton, in the County of Spokane and State of Washington, as per map thereof recorded in Book "B" of Plats, page 54, in the office of the County Auditor of said County.

23. Lots four (4) and twenty-one (21) of Block five (5) of Riverton in the County of Spokane, State of Washington, as recorded in Book "B" of Plats, page 54, in the office of the County Auditor of said County; also a tract of land in the Northwest Quarter (NW $\frac{1}{4}$) of Section eleven (11), Township twenty-five (25) North, Range forty-three (43) E.W.M. described as follows:

Beginning at a point on the north line of Section 11, Township 25 North, Range 43 E.W.M. which lies 1190 feet east of the northwest corner of said Section 11, thence running east on said section line 466 feet; thence in a southeasterly direction 652.65 feet to a point on the north line of Third (now Frederick Avenue) Avenue which is 1270 feet east of the west line of said Section 11; thence west along the north line of said Avenue 180 feet; thence north 215 feet more or less to the point of beginning.

24. A tract of land in the Northeast quarter of the Southeast Quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Nineteen (19), Township Thirty-six (36) North, Range Thirty-nine (39) E.W.M. in Stevens County, Washington.

Beginning at the southwest corner of the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 19, Township 36 North, Range 39 E.W.M., thence north 50 feet; thence east 165 feet to a point on the northwestern side of Prairie Road; thence south 51' 07" west 328 feet along the northwestern side of said road; thence west 116 feet to the point of beginning.

25. A tract of land in Bonner County, Idaho, described as follows: Those parts of the northeast quarter of southeast quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) and south half of south half (S $\frac{1}{2}$ of S $\frac{1}{2}$) of Section twenty-nine (29), in Township fifty-five (55) North, Range three (3)

East of the Boise Meridian, which lie within a strip of land one hundred (100) feet in width lying on the southerly side of and adjacent to the five hundred (500) foot wide Bonneville Power line right of way as now established, said Bonneville Power line right of way being shown on maps of definite location Miles 77 and 78 of Bonneville Power Administration's Spokane-Hot Springs transmission line, Serial Numbers 44777 and 44778, as conveyed by deed dated December 13, 1950.

26. A tract of land in the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Two (2), Township Thirty-five (35) North, Range Four (4) E.B.M. in Clearwater County, State of Idaho, described as follows:

Beginning at a point marked by a stone which bears south 34° 00' west 1,128 feet from the northeast corner of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, said point being in the northerly line of State Highway No. 11; thence north 52° 00' west 125 feet to a point marked by a stone; thence south 38° 00' west 75 feet to a point marked by a stone; thence south 52° 00' east to a point marked by a stone and being in the northerly line of said State Highway No. 11; thence in a northeasterly direction along the northerly line of said Highway, a distance of 763 feet to the point of beginning.

27. All these lands lying or situate in Sanders County, Montana, conveyed to The Washington Water Power Company by deeds recorded as follows in Sanders County, Montana:

Date Recorded	Document No.	Book	Page
June 14, 1951.....	75573	56	73
July 18, 1951.....	75795	56	94
June 14, 1951.....	75575	55	557
June 14, 1951.....	75574	55	555
June 14, 1951.....	75576	55	555
June 14, 1951.....	75679	55	591
June 28, 1951.....	75678	55	588
June 28, 1951.....	77382-A	57	247
May 14, 1952.....	77381	57	245
May 14, 1952.....	75793	56	92
July 18, 1951.....	75619	55	575
June 21, 1951.....	75618	55	573
June 21, 1951.....	75881	56	115
August 2, 1951.....	75950	56	138
August 16, 1951.....	75882	56	116
August 2, 1951.....	75885	56	120
August 2, 1951.....	75794	56	93
July 18, 1951.....	75949	56	137
August 16, 1951.....	75951	56	139
August 16, 1951.....	75951		

Date Recorded	Document No.	Book	Page
August 2, 1951.....	75883	56	118
August 31, 1951.....	76022	56	160
August 31, 1951.....	76019	56	157
August 31, 1951.....	76020	56	158
August 31, 1951.....	76021	56	159
July 18, 1951.....	75796	56	96
August 2, 1951.....	75880	56	114
August 22, 1951.....	75984	56	147
August 2, 1951.....	75884	56	119
September 13, 1951.....	76088	56	179
September 27, 1951.....	76161	56	220
September 27, 1951.....	76159	56	217
September 27, 1951.....	76160	56	219
September 27, 1951.....	76162	56	221
September 13, 1951.....	76091	56	205
September 27, 1951.....	76157	56	216
October 5, 1951.....	76194	56	234
October 5, 1951.....	76195	56	235
October 24, 1951.....	76284	56	275
November 23, 1951.....	76464	56	352
November 23, 1951.....	76465	52	354
April 3, 1952.....	77112	57	107
December 12, 1951.....	76554	56	397
December 12, 1951.....	76552	56	393
May 1, 1952.....	77318	57	206
December 12, 1951.....	76555	56	399
December 12, 1951.....	76556	56	401
March 19, 1952.....	77001	57	73
February 13, 1952.....	76847	56	578
January 24, 1952.....	76760	56	529
February 13, 1952.....	76846	56	574
March 19, 1952.....	76998	57	69
June 4, 1952.....	77485	57	294
September 19, 1951.....	76103	56	188
April 10, 1952.....	77186	57	142
April 10, 1952.....	77187	57	144
March 5, 1952.....	76932	57	33
March 19, 1952.....	76997	57	67
February 19, 1952.....	7688C	56	698
February 19, 1952.....	76879	56	596
February 19, 1952.....	76878	56	594
March 5, 1952.....	76931	57	31
March 5, 1952.....	76930	57	30

Date Recorded	Document No.	Book	Page
March 14, 1952.....	77379	57	241
February 19, 1952.....	76877	56	592
March 19, 1952.....	77000	57	71
April 3, 1952.....	77111	57	105
April 25, 1952.....	77265	57	173
May 1, 1952.....	77317	57	204
May 14, 1952.....	77330	57	243
May 21, 1952.....	77419	57	267
July 3, 1952.....	77669	57	376
July 17, 1952.....	77744	57	420
July 23, 1952.....	77775	57	445
July 23, 1952.....	77776	57	447
July 9, 1952.....	77692	57	385
July 9, 1952.....	77693	57	383
July 23, 1952.....	77777	57	449
July 6, 1951.....	76743	55	609

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 87 of the Mortgage, all the property, rights, and franchises acquired by the Company after the date hereof (except any hereinbefore or hereinafter or in the Mortgage expressly excepted) shall be as fully embraced within the lien hereof and the lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned,

transferred, mortgaged, pledged, set over or confirmed herunder and are hereby expressly excepted from the lien and operation of this First Supplemental Indenture and from the lien and operation of the Mortgage, viz.: (1) cash, shares of stock and obligations (including bonds, notes and other securities) not hereafter specifically pledged, paid, deposited or delivered under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business or for the consumption in the operation of any properties of the Company; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or this First Supplemental Indenture or covenanted so to be; (4) electric energy and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; provided, however, that the property and rights expressly excepted from the lien and operation of this First Supplemental Indenture and from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XII of the Mortgage by reason of the occurrence of a Completed Default as defined in said Article XII.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, this First Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successor or successors in such trust under the Mortgage, as follows:

ARTICLE I.

Second Series of Bonds.

SECTION 1. There shall be a series of bonds designated "3 1/2% Series due 1982" (herein sometimes referred to as the "Second Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of the appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Second Series shall mature on October 1, 1982, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, as to either coupon bonds or fully registered bonds, in the denomination of One Hundred Dollars or in any multiple or multiples thereof (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate

of three and one-half per centum ($3\frac{1}{2}\%$) per annum, payable semi-annually on April 1 and October 1 of each year; and the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Second Series shall be dated as of October 1, 1952, and fully registered bonds of the Second Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Second Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Mortgage, once on at least four different days before the date fixed for redemption, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending September 30,

1953.....	104.88%	1963.....	103.20%	1973.....	101.52%
1954.....	104.72%	1964.....	103.03%	1974.....	101.35%
1955.....	104.55%	1965.....	102.87%	1975.....	101.18%
1956.....	104.38%	1966.....	102.70%	1976.....	101.01%
1957.....	104.21%	1967.....	102.53%	1977.....	100.85%
1958.....	104.04%	1968.....	102.36%	1978.....	100.68%
1959.....	103.88%	1969.....	102.19%	1979.....	100.51%
1960.....	103.71%	1970.....	102.02%	1980.....	100.34%
1961.....	103.54%	1971.....	101.86%	1981.....	100.20%
1962.....	103.37%	1972.....	101.69%	1982.....	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Second Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 38, Section 39 or Section 64 of the Mortgage or with the Proceeds of Released Property; provided, however, that in the case of application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39 of the Mortgage, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such deposit of cash shall become due under the provisions of Section 39 of the Mortgage, they shall be redeemable at the general redemption prices set forth in subdivision (I) of this Section, together with accrued interest to the date fixed for redemption; and provided further, that:

(1) in the case of application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39 of the Mortgage, if the date fixed for such redemption shall be on or after January 1 of the calendar year in which such deposit of cash shall become due, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 38 or Section 64 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during 12 months period ending September 30,

1953.....	101.38%	1963.....	101.45%	1973.....	100.85%
1954.....	101.84%	1964.....	101.40%	1974.....	100.77%
1955.....	101.80%	1965.....	101.34%	1975.....	100.70%
1956.....	101.76%	1966.....	101.29%	1976.....	100.62%
1957.....	101.72%	1967.....	101.23%	1977.....	100.54%
1958.....	101.68%	1968.....	101.17%	1978.....	100.46%
1959.....	101.64%	1969.....	101.11%	1979.....	100.38%
1960.....	101.59%	1970.....	101.05%	1980.....	100.29%
1961.....	101.54%	1971.....	100.98%	1981.....	100.20%
1962.....	101.50%	1972.....	100.92%	1982.....	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Second Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of fully registered bonds of the same series of authorized denominations. All such coupon bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney. At the option of the registered owner, any fully registered bonds of the Second Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of fully registered bonds of the same series of authorized denominations.

principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Second Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such bond. After such registration no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupon: appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Second Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

ARTICLE II.

Definition of "Proceeds of Released Property",

SECTION 2. The term "Proceeds of Released Property" shall mean the aggregate of the cash held by the Corporate Trustee pursuant to the provisions of Section 58, Section 59, Section 60, Section 61 (except such cash as is to be paid over to the Company under the provisions of Section 61), or Section 62 of the Mortgage.

ARTICLE III

**Company Reserves Right to Make Certain Amendments of Mortgage
Without Consent of Holders of Bonds Other Than
Bonds of First Series.**

Section 3. The Company reserves the right, without any consent or other action by holders of bonds of the Second Series or of any subsequent series, to make such amendments to the Mortgage, as supplemented, as shall be necessary at any time or from time to time in order

(I) to amend Section 21 and Section 22 hereof so that the aggregate principal amount of bonds which may be secured by the Mortgage, to wit, the maximum amount of the obligation to be secured thereat, may be increased to an amount not exceeding Five Hundred Million Dollars (\$500,000,000).

(II) to amend Section 23 of the Mortgage by deleting subdivision (A) and the first paragraph of subdivision (B) thereof and substituting therefor the following:

"(A) A Treasurer's Certificate which shall state as to each series of bonds then Outstanding:

(a) the greatest principal amount of all bonds of such series prior to January 1 of such year as any one time Outstanding;

(b) the aggregate principal amount of all bonds of such series which have ceased to be Outstanding prior to the date of such Treasurer's Certificate: (i) pursuant to the provisions of subdivision (3) or subdivision (4) of Section 61 hereof by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property; (ii) pursuant to the provisions of Section 64 hereof; or (iii) pursuant to any provisions of this Indenture to the extent and to the extent only that such bonds have been made the basis under the provisions of Section 29 hereof of the authentication and delivery of other bonds or (if the Company irrevocably

waives its right to a credit under this Section for the other bonds that may be authenticated and delivered on the basis of the bonds which have so ceased to be Outstanding) are available to be made the basis under the provisions of Section 29 hereof of the authentication and delivery of other bonds;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of such series) shall have been waived prior to the date of such Treasurer's Certificate pursuant to the provisions of clause (c) of subdivision (4) of Section 59 hereof as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 51 hereof as the basis of the withdrawal of cash representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of property;

(d) as to each respective series of such bonds the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above with respect to such series from the amount stated pursuant to clause (a) above with respect to such series;

(e) one per centum (1%) of the amount required to be stated by clause (d) above in the Treasurer's Certificate due on or before October 1 of such year pursuant to the provisions of this Section; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled under any of the provisions of this Indenture (other than on a basis of a deposit of cash) by virtue of compliance with all applicable provisions of this Indenture (except as hereinafter in this Section otherwise provided); and that the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section, specifying the series with respect to which it is so to be credited.

(B) As to each series of bonds then Outstanding, an amount in cash and/or principal amount of bonds of such series equivalent

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to the amount stated in the Treasurer's Certificate (due on or before October 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Treasurer's Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section with respect to such series," and/or

(III) to amend Section 64 thereof so as to change the figure "One Million Dollars (\$1,000,000)" appearing therein to an amount not in excess of Fifteen Million Dollars (\$15,000,000),

and the holders and owners of any bonds of the Second Series or of any subsequent series outstanding under the Mortgage, as supplemented, by acceptance of such bonds, agree and consent to the making of any such amendments.

ARTICLE IV.

Miscellaneous Provisions.

Section 4. Subject to the amendments provided for in this First Supplemental Indenture, the terms defined in the Mortgage shall, for all purposes of this First Supplemental Indenture, have the meanings specified in the Mortgage.

Section 14 of the Mortgage is hereby amended to read as follows:

"Section 14. All bonds issued hereunder shall, from time to time, be executed on behalf of the Company by its President or one of its Vice-Presidents, whose signature, except on bonds of the 1964 Series, may be facsimile, and its corporate seal or a facsimile thereof shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries. The coupons to be attached to coupon bonds shall bear the facsimile signature of the present or any future Treasurer of the Company. In case any of the officers who shall have signed any bonds or attested

the seal thereon, or whose facsimile signature appears on any bonds or coupons, shall cease to be such officers of the Company before the bonds so signed and/or secured shall have been actually authenticated and delivered by the Corporate Trustee or issued by the Company, such bonds nevertheless may be authenticated, delivered and/or issued with the same force and effect as though the person or persons who signed such bonds and/or affixed the seal thereon and/or whose facsimile signature appears on any bonds or coupons had not ceased to be such officer or officers of the Company. Before authenticating any coupon bonds, the Corporate Trustee shall cut off, cancel and cremate all matured coupons thereto attached, and shall deliver to the Company a certificate evidencing the cremation thereof."

Subdivision (1) of Section 58 of the Mortgage is hereby amended by inserting the word "similar" after the words "implements or other".

SECTION 5. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVI of the Mortgage shall apply to and form part of this First Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this First Supplemental Indenture.

SECTION 6. Whenever in this First Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the

provisions of Articles XV and XVI of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this First Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustors, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

Section 7. Nothing in this First Supplemental Indenture, expressed or implied, is intended, or shall be construed to enable upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds hereunder, or standing under the Mortgage, any right, priority or claim, either by or on behalf of this First Supplemental Indenture, or any provision, condition, stipulation, promise or agreement herein contained, or by or on behalf of the Company, or by or on behalf of the Trustors, or either of them, or any assignee or assignees hereof, of the First Supplemental Indenture contained by or on behalf of the Company shall be for the use and exclusive benefit of the parties hereto, and of the holders of the bonds and of the persons standing under the Mortgage.

Section 8. This First Supplemental Indenture shall be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute together one and the same instrument.

Section 9. The titles of the several Articles of this First Supplemental Indenture shall not be deemed to be any part thereof.

ARTICLE V.

Section 10. For the purpose of qualification of the Mortgage, as supplemented, under the Trust Indenture Act of 1939, the Mortgage is hereby amended by adding thereto new Articles XX to XXV (both inclusive) comprising Sections 125 to 130 (both inclusive) to read as follows:

ARTICLE XX.

DEFINITION OF CERTAIN TERMS—ADDITIONAL COVENANTS WITH
RESPECT TO RECORDING AND FILING, PAYING AGENTS AND
COMPLIANCE WITH CONDITIONS.

Section 125. Any term defined in Section 303 of the Trust Indenture Act of 1939 and not defined in this Indenture shall have the meaning assigned to such term in such Section 303 as in force on the date of the execution of the First Supplemental Indenture dated as of October 1, 1952, hereinafter sometimes called "First Supplemental Indenture".

Section 126. The Company covenants and agrees that, in addition to any Opinions of Counsel heretofore furnished to the Corporate Trustee with respect to recording, filing, re-recording and refiling, it will furnish to the Corporate Trustee (a) promptly after the execution and delivery of the First Supplemental Indenture or any other indenture supplemental to this Indenture, executed and delivered subsequently to the First Supplemental Indenture, an Opinion of Counsel either stating that in the opinion of such counsel the Mortgage and Deed of Trust dated as of June 1, 1939 and each indenture supplemental thereto, including this First Supplemental Indenture, have been properly recorded and filed so as to make effective any lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective; and (b) on or before the first day of October in each year commencing with the year 1953, an Opinion of Counsel either stating that in the opinion of such counsel such action has been taken with respect to recording, filing, re-recording and refiling of the Mortgage and Deed of Trust dated as of June 1, 1939 and of each indenture supplemental thereto as is necessary to maintain the lien thereof, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such lien.

Section 127. (a) The Company covenants that, if it shall appoint a paying agent other than the Corporate Trustee, it will

cause such paying agent to execute and deliver to the Corporate Trustee an instrument in which it shall agree with the Corporate Trustee, subject to the provisions of this Section 127, (1) that such paying agent shall hold in trust for the benefit of the bondholders or the Corporate Trustee all sums held by such paying agent for the payment of the principal of or interest on the bonds; and (2) that such paying agent shall give the Corporate Trustee notice of any default by the Obligor in the making of any deposit with it for the payment of the principal of or interest on the bonds and of any default by the Obligor in the making of any such payment. Such paying agent shall not be obligated to segregate such sums from other funds of such paying agent, except to the extent required by law.

(b) The Company covenants that if the Company acts as its own paying agent, it will, on or before each due date of the principal of or of any instalment of interest on the bonds, set aside and segregate and hold in trust for the benefit of the bondholders or the Corporate Trustee a sum sufficient to pay such principal or interest so becoming due on the bonds and will notify the Corporate Trustee of such action, or of any failure to take such action.

(c) Anything in this Section to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining a release or satisfaction of this Indenture or for any other reason, pay or cause to be paid to the Corporate Trustee all sums held in trust by it or any paying agent as required by this Section, such sums to be held by the Corporate Trustee upon the trusts in this Indenture contained.

(d) Anything in this Section to the contrary notwithstanding, the holding of sums in trust as provided in this Section is subject to the provisions of Section 119 of this Indenture.

Section 128. In the case of conditions precedent provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent) which relate to the authentication and delivery of bonds, to the release or the release and substitution of property subject to the lien of this Indenture, to

the satisfaction and discharge of this Indenture, or to any other action to be taken by the Corporate Trustee at the request or upon the application of the Company, the Company covenants to furnish to the Corporate Trustee, as evidence of compliance with such conditions precedent, in addition to or as a part of the certificates or opinions of officers of the Company or other persons required in such cases by the other applicable provisions of this Indenture:

(a) a Treasurer's Certificate stating that in the opinion of the persons making such certificate such conditions precedent have been complied with; and

(b) an Opinion of Counsel stating that in his or their opinion such conditions precedent have been complied with.

In any case where a Net Earning Certificate is required as a condition precedent to the authentication and delivery of bonds, such certificate shall also be made and signed by an independent public accountant selected or approved by the Corporate Trustee in the exercise of reasonable care, if the aggregate principal amount of bonds then applied for plus the aggregate principal amount of bonds authenticated and delivered hereunder since the commencement of the then current calendar year (other than those with respect to which a Net Earning Certificate is not required, or with respect to which a Net Earning Certificate made and signed by an independent public accountant has previously been furnished to the Corporate Trustee) is ten per centum (10%) or more of the aggregate amount of the bonds at the time Outstanding; but no Net Earning Certificate need be made and signed by any person other than the President or a Vice-President and an accountant, as to dates or periods not covered by annual reports required to be filed by the Company, in the case of conditions precedent which depend upon a state of facts as of a date or dates or for a period or periods different from that required to be covered by such annual reports but, in any event, one of the signers thereof shall be an accountant.

Section 129. Notwithstanding the provisions of Sections 37, 49, 59, 60 and 61 hereof, the Company covenants and agrees that, as hereinafter provided, it will furnish to the Corporate Trustee,

in addition to or as a part of certificates or opinions of officers of the Company or other persons required by the applicable provisions of this Indenture, the following certificates or opinions:

(a) In the event that the Company shall make application to the Corporate Trustee for the release from the lien of this Indenture of any property or any securities, the Company shall furnish to the Corporate Trustee a certificate or opinion of an engineer, appraiser, or other expert as to the fair value of such property or securities to be released, which certificate or opinion shall state that in the opinion of the person making the same the proposed release will not impair the security under this Indenture in contravention of the provisions thereof. If the fair value of such property or securities and of all other property or securities released since the commencement of the then current calendar year, as set forth in the certificates or opinions required by this subdivision (a), is ten per centum (10%) or more of the aggregate principal amount of the bonds outstanding under this Indenture at the time, such certificate or opinion shall be made by an independent engineer, appraiser, or other expert; provided, however, that such certificate or opinion of an independent engineer, appraiser, or other expert shall not be required in the case of any release of property or securities, if the fair value thereof as set forth in the certificate or opinion required by this subdivision (a) is less than Twenty-five Thousand Dollars (\$25,000) or less than one per centum (1%) of the aggregate principal amount of the bonds outstanding under this Indenture at the time.

(b) Notwithstanding the provisions of Sections 59 and 61 hereof, in the event that the deposit with the Corporate Trustee of any securities (other than bonds issued under this Indenture and securities secured by a lien prior to the Lien of this Indenture upon property subject to the Lien of this Indenture) is to be made the basis for the withdrawal of cash constituting a part of the trust estate or the release of property or securities subject to the Lien of this Indenture, the Company shall furnish to the Corporate Trustee a certificate or opinion of an engineer, appraiser, or other expert as to the fair value to the Company

of such securities. If the fair value to the Company of such securities and of all other such securities made the basis of any such withdrawal of cash or release of property or securities since the commencement of the then current calendar year, as set forth in the certificates or opinions required by this subdivision (b), is ten per centum (10%) or more of the aggregate principal amount of the bonds outstanding under this Indenture at the time, such certificate or opinion shall be made by an independent engineer, appraiser, or other expert; provided, however, that such a certificate of an independent engineer, appraiser, or other expert shall not be required with respect to any securities so deposited, if the fair value thereof to the Company as set forth in the certificate or opinion required by this subdivision (b) is less than Twenty-five Thousand Dollars (\$25,000) or less than one per centum (1%) of the aggregate principal amount of bonds Outstanding under this Indenture at the time.

(c) If the Company shall make application to the Corporate Trustee for the authentication and delivery of bonds, the withdrawal of cash, constituting a part of the trust estate, or the release of property or securities subject to the Lien of this Indenture, there shall be furnished to the Corporate Trustee, a certificate or opinion of an engineer, appraiser or other expert as to the fair value to the Company of any property the subject of which to the Lien of this Indenture is to be made the basis for such authentication and delivery of bonds, withdrawal of cash or release of property or securities and if

(A) within six months prior to the date of acquisition thereof by the Company the property so subjected has been used or operated by a person or persons other than the Company, in a business similar to that in which it has been or is to be used by the Company, and

(B) the fair value to the Company of such property as set forth in such certificate or opinion is not less than Twenty-five Thousand Dollars (\$25,000) and not less than one per centum (1%) of the aggregate principal amount of the bonds at the time outstanding,

such certificate or opinion shall be made by an independent engineer, appraiser or other expert and, in the case of the authentication and delivery of bonds, shall cover the fair value to the Company of any property so used or operated which has been so subjected to the Lien of this Indenture since the commencement of the then current year, and as to which a certificate or opinion of an independent engineer, appraiser or other expert has not previously been furnished.

(d) Any certificate or opinion required under the provisions of this Section may be made by an officer or employee of the Company who is an engineer, appraiser, accountant, or other expert, appointed by the Board of Directors of the Company and approved by the Corporate Trustee, except in cases in which this Section requires that such certificate or opinion be made by an independent person. In cases in which such certificate or opinion is required to be made by an independent person, such certificate or opinion shall be made by an engineer, appraiser, accountant, or other expert who is in fact independent and who is selected by the Company and approved by the Corporate Trustee in the exercise of reasonable care. The approval by the Corporate Trustee of the maker of such certificate or opinion shall be sufficiently evidenced by the acceptance of such certificate or opinion.

If, in any case within the provisions of this Section, a qualified officer or employee of the Company or an independent engineer, appraiser, accountant, or other expert is permitted or required by another applicable provision of this Indenture to make or join in the signing of a certificate with respect to the fair value of property or securities covered by the provisions of this Section, the certificate or opinion required under this Section may be incorporated into and included in such certificate or opinion required under such other applicable provision of this Indenture.

Section 130. The Company covenants and agrees that each certificate or opinion which is specifically required by the provisions of this Indenture to be delivered to the Corporate Trustee with respect to compliance with a condition or covenant provided for in

this Indenture shall, among other things, include (1) a statement that the person making such certificate or opinion has read such covenant or condition; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and (4) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

ARTICLE XXI

BONDHOLDERS' LISTS AND REPORTS BY THE COMPANY AND THE TRUSTEES.

Section 131. The second and third paragraphs of Section 43 of this Indenture are hereby deleted.

The Company covenants and agrees that it will furnish or cause to be furnished to the Corporate Trustee, between November 15 and December 1 and between May 15 and June 1, in each year, and at such other times as the Corporate Trustee may request in writing, a list in such form as the Corporate Trustee may reasonably require containing all the information in the possession or control of the Company or of its paying agents as to the names and addresses of the holders of bonds outstanding under this Indenture obtained since the date as of which the next previous list, if any, was furnished. Any such list may be dated as of a date not more than fifteen (15) days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date.

Section 132. (a) The Corporate Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of bonds outstanding under this Indenture (1) contained in the most recent list furnished to it as provided in Section 131 hereof, (2) received by it in the capacity of paying agent for the bonds, and (3) filed with

it within two preceding years pursuant to the provisions of paragraph (2) of subsection (c) of Section 134 hereof. The Corporate Trustee may (i) destroy any list furnished to it as provided in Section 131 hereof upon receipt of a new list so furnished; (ii) destroy any information received by it as paying agent upon delivering to itself as Corporate Trustee, not earlier than forty-five (45) days after an interest payment date of the bonds, a list containing the names and addresses of the holders of bonds obtained from such information since the delivery of the next previous list, if any; (iii) destroy any list delivered to itself as Corporate Trustee which was compiled from information received by it as paying agent upon the receipt of a new list so delivered; and (iv) destroy any information received by it pursuant to the provisions of paragraph (2) of subsection (c) of Section 134 hereof, but not until two years after such information has been filed with it.

(b) In case three or more holders of bonds (hereinafter referred to as "Applicants") apply in writing to the Corporate Trustee, and furnish to the Corporate Trustee reasonable proof that each such Applicant has owned a bond for a period of at least six months preceding the date of such application, and such application states that the Applicants desire to communicate with other holders of bonds with respect to their rights under this Indenture or under the bonds, and is accompanied by a copy of the form of proxy or other communication which such Applicants propose to transmit, then the Corporate Trustee shall, within five business days after the receipt of such application, at its election, either

(1) afford to such Applicants access to the information preserved at the time by the Corporate Trustee in accordance with the provisions of subsection (a) of this Section; or

(2) inform such Applicants as to the approximate number of holders of bonds whose names and addresses appear in the information preserved at the time by the Corporate Trustee, in accordance with the provisions of subsection (a) of this Section, and as to the approximate cost of mailing to such holders of bonds the form of proxy or other communication, if any, specified in such application.

If the Corporate Trustee shall elect not to afford to such Applicants access to such information, the Corporate Trustee shall, upon the written request of such Applicants, mail to each bondholder whose name and address appears in the information preserved at the time by the Corporate Trustee in accordance with the provisions of subsection (a) of this Section, a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Corporate Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five days after such tender the Corporate Trustee shall mail to such Applicants and file with the Securities and Exchange Commission together with a copy of the material to be mailed a written statement to the effect that, in the opinion of the Corporate Trustee, such mailing would be contrary to the best interests of the holders of bonds or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If said Commission, after opportunity for a hearing upon the objection specified in the written statement so filed, shall enter an order refusing to sustain any of such objections, or if, after the entry of an order sustaining one or more of such objections, said Commission shall find, after notice and opportunity for a hearing, that all the objections so sustained have been met, and shall enter an order so declaring, the Corporate Trustee shall mail copies of such material to all such bondholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Corporate Trustee shall be relieved of any obligation or duty to such Applicants respecting their application.

(c) Neither the Corporate Trustee, nor any paying agent shall be held accountable by reason of the disclosure of information as to names and addresses or mailing of any material pursuant to any request made under subsection (b) of this Section.

Section 133. The Company covenants and agrees

(1) to file with the Corporate Trustee, within fifteen (15) days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual

reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as such Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with such Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents, or reports pursuant to either of such sections, then to file with the Corporate Trustee and the Securities and Exchange Commission in accordance with rules and regulations prescribed from time to time by said Commission, such of the supplementary and periodic information, documents, and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(2) to file with the Corporate Trustee and the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required from time to time by such rules and regulations, including, in the case of annual reports, if required by such rules and regulations, certificates or opinions of independent public accountants, conforming to the requirements of Section 130 hereof, as to compliance with conditions or covenants, compliance with which is subject to verification by accountants; but no such certificate or opinion shall be required as to (A) dates or periods not covered by annual reports required to be filed by the Company, in the case of conditions precedent which depend upon a state of facts as of a date or dates or for a period or periods different from that required to be covered by such annual reports or (B) the amount and value of property additions, except as provided in a paragraph (c) of Section 129 hereof, or (C) the adequacy of depreciation, maintenance or repairs;

(3) to transmit to the holders of bonds, in the manner and to the extent provided in subsection (c) of Section 134 hereof, with respect to reports pursuant to subsection (a) of said Section 134, such summaries of any information, documents and reports required to be filed by the Company pursuant to subsections (1) and (2) of this Section as may be required by rules and regulations prescribed from time to time by the Securities and Exchange Commission; and

(4) to furnish to the Corporate Trustee (a) with or as a part of each annual report and each other document or report filed with the Corporate Trustee pursuant to subdivision (1) or subdivision (2) of this Section, a Treasurer's Certificate stating that in the opinion of the signers such annual report or other document or report complies with the requirements of such subdivision (1) or subdivision (2) and (b), after the Company shall have transmitted to the holders of bonds any summary of information, documents or reports pursuant to subdivision (3) of this Section, a Treasurer's Certificate stating that in the opinion of the signers such summary complies with the requirements of such subdivision (3).

Each certificate furnished to the Corporate Trustee pursuant to the provisions of this Section shall conform to the requirements of Section 130 hereof.

Section 134. (a) Each Trustee shall transmit, either jointly or severally as they may determine, within sixty (60) days after May 15 in each year to the bondholders as hereinafter in this Section provided, a brief report dated as of May 15 of each such year, with respect to

(1) if or his eligibility and qualifications under Section 102 and Section 143 hereof, or in lieu thereof, if to the best of its or his knowledge such Trustee has continued to be eligible and qualified under such Sections, a written statement to such effect;

(2) the character and amount of any advances (and if such Trustee elects so to state, the circumstances surrounding the

making thereof) made by such Trustee, as such, which remain unpaid on the date of such report, and for the reimbursement of which such Trustee claims or may claim a lien or charge, prior to that of the bonds, on the trust estate, or on property or funds held or collected by it or him as Trustee, provided that such Trustee shall not be required (but may elect) to state such advances, if such advances so remaining unpaid aggregate not more than one-half of one percentum ($\frac{1}{2}$ of 1%) of the principal amount of the bonds outstanding on the date of such report;

(3) the amount, interest rate, and maturity date of all other indebtedness owing by the Obligor to such Trustee in its or his individual capacity on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in paragraphs (2), (3), (4) or (5) of subsection (b) of Section 144 of this Indenture;

(4) the property and funds physically in the possession of such Trustee, as such Trustee, on the date of such report;

(5) any release, or release and substitution, of property subject to the Lien of this Indenture, since the date of the First Supplemental Indenture, (and the consideration therefor, if any) which has not been previously reported, provided, however, that to the extent that the aggregate value as shown by the release papers of any or all of such released properties does not exceed an amount equal to one percentum (1%) of the principal amount of bonds then Outstanding, the report need only indicate the number of such releases, the total value of property released as shown by the release papers, the aggregate amount of cash received and the aggregate value of property received in substitution therefor as shown by the release papers;

(6) any additional issue of bonds which has not been previously reported; and

(7) any action taken by such Trustee in the performance of its or his duties under this Indenture, since the date of the First

Supplemental Indenture, which it or he has not previously reported and which in its or his opinion materially affects the bonds or the trust estate, except action in respect of a default, notice of which has been or is to be withheld in accordance with the provisions of Section 135 of this Indenture.

(b) Each Trustee shall transmit to the bondholders as herein after provided a brief report with respect to—

(1) the release, or release and substitution, of property subject to the Lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as set forth in the certificate or opinion required by subsection (a) of Section 129 of this Indenture is less than ten per centum (10%) of the principal amount of bonds Outstanding at the time of such release, or such release and substitution, such report to be so transmitted within ninety (90) days after such time; and

(2) the character and amount of any advances (and if such Trustee elects so to state, the circumstances surrounding the making thereof) made by such Trustee, as such, since the date of the last report transmitted pursuant to the provisions of subsection (a) of this Section (or if no such report has yet been so transmitted, since the date of execution of the First Supplemental Indenture), for the reimbursement of which it or he claims or may claim a lien or charge, prior to that of the bonds on the trust estate or on property or funds held or collected by it or him as Trustee, and which it has not previously reported pursuant to this paragraph, provided that such Trustee shall not be required (but may elect) to state such advances, if such advances remaining unpaid at any time aggregate not more than ten per centum (10%) of the principal amount of bonds Outstanding at such time, such report to be transmitted within ninety (90) days after such time.

(c) Reports pursuant to this Section shall be transmitted by mail—

(1) to all registered holders of bonds, as the names and addresses of such holders appear upon the registration books of the Company;

(2) to such holders of bonds as have, within two years preceding such transmission, filed their names and addresses with the Corporate Trustee for that purpose; and

(3) except in the case of reports pursuant to subsection (b) of this Section, to each bondholder whose name and address is preserved at the time by the Corporate Trustee, as provided in subsection (a) of Section 132 hereof.

(d) A copy of each such report shall, at the time of such transmission to bondholders, be filed by the Trustee with each stock exchange upon which the bonds are listed and also with the Securities and Exchange Commission. The Company shall notify the Corporate Trustee of the name and address of each stock exchange on which the bonds are listed.

(e) The provisions of this Section which have been made specifically applicable to a Trustee, shall apply to the Corporate Trustee, the Individual Trustee, and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, to any separate or co-trustee. Notwithstanding any of the provisions of this Section which require the Individual Trustee or any such separate or co-trustee to transmit reports to the bondholders and to file such reports with each stock exchange upon which the bonds are listed and also with the Securities and Exchange Commission, the Individual Trustee or any such separate or co-trustee may, if it so elects, furnish to the Corporate Trustee all information concerning himself or itself which he or it is required to report, and the Corporate Trustee shall transmit and file such information, in accordance with the provisions of this Section, on his or its behalf.

(f) For the purpose of this Section, all bonds which have been authenticated and delivered and not returned to the Corporate Trustee and cancelled, shall be deemed to be outstanding.

(g) The Company hereby covenants and agrees to pay all expenses of the Trustees incurred in preparing, transmitting, filing and mailing reports pursuant to this Section.

The Opinion of Counsel provided for in Section 62 hereof shall state the amount of net proceeds received or to be received for the

property taken or purchased and the amount so stated shall be deemed to be the fair value of such property for the purpose of subdivision (b) of this Section.

Section 135. The Trustees shall, within ninety (90) days after the occurrence thereof, give to the holders of bonds, in the manner and to the extent provided in subsection (c) of Section 134 hereof, notice of all defaults known to the Trustees, unless such defaults shall have been cured before the giving of such notice (the term "defaults" for the purposes of this Section being hereby defined to be the events specified in Section 65 of this Indenture not including any periods of grace provided for in said Section 65); but in the case of any default, as specified in subdivision (c) of Section 65 hereof, no such notice shall be given until at least sixty (60) days after the occurrence thereof; provided that, except in the case of default in the payment of the principal of or interest on any of the bonds, or in the payment of any installment of any fund required to be applied to the purchase or redemption of any of the bonds hereby secured, the Corporate Trustee shall be protected in withholding such notice if and so long as the board of directors, executive committee, or a trust committee of directors and/or Responsible Officers, of the Corporate Trustee in good faith determines that the withholding of such notice is in the interest of the bondholders and the Individual Trustee and any separate or co-trustee shall be protected in withholding such notice if and so long as such Individual Trustee or separate or co-trustee in good faith determines that the withholding of such notice is in the interest of the bondholders.

The term "Responsible Officers" of the Corporate Trustee shall mean and include the chairman of the board of directors, the president, every vice-president, every assistant vice-president, every trust officer, the secretary, the treasurer, and every officer and assistant officer of the Corporate Trustee, other than those specifically above mentioned, to whom any corporate trust matter is referred because of his knowledge of, and familiarity with, a particular subject; and the term "Responsible Officer", as used in this Indenture, shall mean and include any of said officers.

ARTICLE XXII.

Section 136. If any provision of this Indenture limits, qualifies, or conflicts with another provision of this Indenture which has been required to be included pursuant to any requirements of Sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

The Trustees or either of them may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustees or either of them and of the bondholders allowed in any judicial proceedings relative to the Obligor, or its creditors, or its property. If any provision of Section 77 of this Indenture limits, qualifies, or conflicts with any provision of this paragraph, such provision of this paragraph shall control.

ARTICLE XXIII.

CONCERNING THE TRUSTEES.

Section 137. The Trustees undertake and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, such separate or co-trustee undertakes, prior to a Completed Default, as defined in Section 65 hereof, and after the curing of all such Completed Defaults which may have occurred, to perform such duties and only such duties as are specifically set forth in this Indenture, and in case of such Completed Default (which has not been cured) to exercise such of the rights and powers vested in them by this Indenture, and to use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. For the purposes of this Section 137 and of Section 138 hereof a Completed Default shall be deemed cured when the act or omission or other event giving rise to such Completed Default shall have been cured, remedied or terminated or any such Completed Default shall have been waived as provided in this Indenture.

The Corporate Trustee, upon receipt of evidence furnished to it by or on behalf of the Company pursuant to any provision of

this Indenture, will examine the same to determine whether or not such evidence conforms to the requirements of this Indenture.

Section 138. No provision of this Indenture shall, or shall be construed to, relieve the Trustees or either of them from liability for their, its or his own negligent action, their, its or his own negligent failure to act or their, its or his own wilful misconduct except that:

(a) prior to a Completed Default, as defined in Section 65 hereof, and after the curing of all such Completed Defaults which may have occurred, the Trustees or either of them shall not be liable except for the performance of such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustees or either of them but the duties and obligations of the Trustees or either of them prior to a Completed Default, as defined in Section 65 hereof, and after the curing of all such Completed Defaults which may have occurred, shall be determined solely by the express provisions of this Indenture; and

(b) prior to a Completed Default, as defined in Section 65 hereof, and after the curing of all such Completed Defaults which may have occurred, and in the absence of bad faith on the part of the Trustees or either of them, the Trustees or either of them may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions conforming to the requirements of this Indenture;

(c) no Trustee which is a corporation shall be personally liable for any error of judgment made in good faith by a Responsible Officer or Responsible Officers (as defined in Section 135 hereof) of such Trustee unless it shall be proved that such Trustee was negligent in ascertaining the pertinent facts and no Trustee who is an individual shall be personally liable for any error of judgment made in good faith by him unless it shall be proved that he was negligent in ascertaining the pertinent facts; and

(d) the Trustees or either of them shall not be personally liable with respect to any action taken or omitted to be taken

by them, it or him in good faith in accordance with the direction of the holders of not less than a majority in principal amount of the bonds at the time Outstanding relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustees or either of them, or exercising any trust or power conferred upon the Trustees or either of them, under this Indenture.

The provisions of this Section, which have been made specifically applicable to the Trustees, shall apply to the Trustees and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, to any separate or co-trustee.

Section 139. Sections 16, 37, 38, 41, 43 (as amended), 60, 86, 90, 91, 92, 94, 95, 103, 113 and 121 hereof shall be subject to Sections 137 and 138 hereof. The words "to the knowledge of the Corporate Trustee" are hereby deleted in all instances in which such words appear in Sections 69, 61 and 118 hereof and the words "to the knowledge of the Trustees or either of them" are hereby deleted in all instances in which such words appear in Section 60 hereof, and any punctuation immediately preceding or following such words is hereby deleted. The words ", nor shall the Trustees be otherwise answerable or accountable under any circumstances whatsoever, except for their own negligence or bad faith" are hereby deleted from Section 91 hereof.

Section 140. Nothing in this Indenture shall be deemed to modify the obligation of the Trustees to exercise, during the continuance of a Completed Default, as defined in Section 65 hereof, the rights and powers vested in it by this Indenture with the degree of care and skill specified in Section 137 hereof.

Section 141. The certificate provided for in Section 98 of this Indenture to prove or establish a matter shall be full warrant to the Trustees or the Corporate Trustee for any action taken or suffered by them or it under the provisions hereof upon the faith thereof only prior to a Completed Default as defined in Section 65 hereof, or after all such Completed Defaults have been cured.

Section 142. None of the provisions contained in this Indenture shall require the Trustees or either of them to expend or risk

their, its or his own funds or otherwise incur personal financial liability in the performance of any of their, its or his duties or in the exercise of any of their, its or his rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to them, it or him.

Section 99 of this Indenture is hereby deleted.

Subject to the provisions of Section 143 and Section 144, hereof, the Corporate Trustee, Individual Trustee or other trustee hereunder and any successor hereafter appointed may each acquire and hold bonds and coupons secured by this Indenture in the same manner and to the same extent and with like effect as though they, he or it were not a Corporate Trustee, Individual Trustee or other trustee hereunder.

Section 143. (a) If any Trustee has or acquires any conflicting interest, as defined by subsection (d) of this Section, such Trustee shall, within ninety (90) days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign by giving written notice to the Company, but such resignation shall not become effective until the appointment of a successor trustee and such successor's acceptance of such appointment. The Company covenants to take prompt steps to have a successor appointed in the manner provided in Section 102 hereof. Upon giving such notice of resignation, the resigning Trustee shall publish notice thereof in one newspaper printed in the English language and customarily published on each business day and of general circulation in the Borough of Manhattan, The City of New York, once in each of three successive calendar weeks, in each case on any business day of the week. If the resigning Trustee fails to publish such notice within ten days after giving written notice of its resignation to the Company, the Company shall publish such notice.

(b) In the event that any Trustee shall fail to comply with the provisions of subsection (a) of this Section, such Trustee shall, within ten days after the expiration of such ninety (90) day period, transmit notice of such failure to the bondholders in the manner and to the extent provided in subsection (c) of Section 134 of this

Indenture with respect to reports pursuant to subsection (a) of said Section 134.

(c) Any bondholder who has been, for at least six months, a bona fide holder of one or more bonds may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of any Trustee, and the appointment of a successor, if such Trustee fails, after written request therefor by such holder, to comply with the provisions of subsection (a) of this Section.

(d) A Trustee shall be deemed to have a conflicting interest if—

(1) such Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Obligor, are outstanding unless such other indenture is a collateral trust indenture under which the only collateral consists of bonds issued under this Indenture, provided that there shall be excluded from the operation of this paragraph (1) any indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Obligor are outstanding, if the Obligor shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that trusteeship under this Indenture and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify such Trustee from acting as such under one of such indentures;

(2) such Trustee or any of its directors or executive officers is the obligor upon the bonds or an underwriter for the Obligor;

(3) such Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Obligor or an underwriter for the Obligor;

(4) such Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of the Obligor, or of an underwriter (other than such Trustee

itself) for the Obligor who is currently engaged in the business of underwriting, except that (A) one individual may be a director and/or an executive officer of such Trustee and a director and/or an executive officer of the Obligor, but may not be at the same time an executive officer of both a Trustee and the Obligor; (B) if and so long as the number of directors of a Trustee in office is more than nine, one additional individual may be a director and/or an executive officer of such Trustee and a director of the Obligor; and (C) any Trustee may be designated by the Obligor or by any underwriter for the Obligor, to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent, or depositary, or in any other similar capacity, or, subject to the provisions of paragraph (1) of this subsection, to act as trustee, whether under an indenture or otherwise;

(5) ten per centum (10%) or more of the voting securities of such Trustee is beneficially owned either by the Obligor or by any director, partner or executive officer thereof, or twenty per centum (20%) or more of such voting securities is beneficially owned, collectively, by any two or more of such persons; or ten per centum (10%) or more of the voting securities of such Trustee is beneficially owned either by an underwriter for the Obligor or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two or more such persons;

(6) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter in this Section defined, (A) five per centum (5%) or more of the voting securities, or ten per centum (10%) or more of any other class of security, of the Obligor, not including the bonds issued under this Indenture and securities issued under any other indenture under which such Trustee is also trustee, or (B) ten per centum (10%) or more of any class of security of an underwriter for the Obligor;

(7) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter in this Section defined, five per centum (5%) or more of the voting securities of any person who, to the knowledge of such Trustee, owns ten per centum (10%) or more of the voting secu-

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rities of, or controls directly or indirectly or is under direct or indirect common control with the Obligor;

(8) such Trustee is the beneficial owner of or holds as collateral security for an obligation which is in default as herein-after in this Section defined, ten per centum (10%) or more of any class of security of any person who, to the knowledge of such Trustee, owns fifty per centum (50%) or more of the voting securities of the Obligor; or

(9) such Trustee owns on May 15 in any calendar year, in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of twenty-five per centum (25%) or more of the voting securities, or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under paragraph (6), (7), or (8) of this subsection. As to any such securities of which such Trustee acquired ownership through becoming executor, administrator, or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply, for a period of two years from the date of such acquisition, to the extent that such securities included in such estate do not exceed twenty-five per centum (25%) of such voting securities or twenty-five per centum (25%) of any such class of security. Promptly after May 15, in each calendar year, such Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of May 15. If the Obligor fails to make payment in full of principal or interest upon the bonds when and as the same become due and payable, and such failure continues for thirty (30) days thereafter, such Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such thirty-day period, and after such date, notwithstanding the foregoing provisions of this paragraph, all such securities so held by such Trustee, with sole or joint control over such securities vested in it, shall, but only so long as such failure shall continue, be considered as though beneficially owned by such Trustee, for the purposes of paragraphs (6), (7), and (8) of this subsection.

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The specifications of percentages in paragraphs (5) to (9), inclusive, of this subsection shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of paragraph (3) or (7) of subsection (d) of this Section.

For the purposes of paragraphs (6), (7), (8), and (9) of subsection (d) of this Section only, (A) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies, or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (B) an obligation shall be deemed to be in default when a default in payment of principal shall have continued for thirty (30) days or more and shall not have been cured; and (C), a Trustee shall not be deemed to be the owner or holder of (i) any security which it holds as collateral security (as trustee or otherwise) for an obligation which is not in default as above defined, or (ii) any security which it holds as collateral security under this Indenture, irrespective of any default hereunder, or (iii) any security which it holds as agent for collection, or as custodian, escrow agent or depository, or in any similar representative capacity.

For the purposes of this Section the term "underwriter" when used with reference to the Obligor means every person, who, within three years prior to the time as of which the determination is made, has purchased from the Obligor with a view to, or has sold for the Obligor in connection with, the distribution of any security of the Obligor outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking; but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

The percentages of voting securities and other securities specified in this Section shall be calculated in accordance with the following provisions:

(i) A specified percentage of the voting securities of any Trustee, the Obligor or any other person referred to in this Section (each of whom is referred to as a "person" in this paragraph) means such amount of the outstanding voting securities of such person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(ii) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(iii) The term "amount", when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares, and the number of units if relating to any other kind of security.

(iv) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

(w) Securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(x) Securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(y) Securities pledged by the issuer thereof as security for an obligation of the issuer, if in default as to principal or interest or otherwise;

(z) Securities held in escrow if placed in escrow by the issuer thereof;

provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(v) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges; provided, however, that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes; and provided, further, that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

The provisions of this Section which have been made specifically applicable to a Trustee, shall apply to the Corporate Trustee, the Individual Trustee and, if a separate or co-trustee is appointed pursuant to Section 105 hereof, to any separate or co-trustee, except that in case of the resignation of a separate or co-trustee the appointment of a successor shall (subject to the provisions of subdivision (c) of this Section) be governed by the provisions of Section 103 hereof.

Section 144. (a) Subject to the provisions of subsection (b) of this Section, if any Trustee shall be, or shall become, a creditor, directly or indirectly, secured or unsecured, of the Obligor within four months prior to a default as defined in the last paragraph of this subsection, or subsequent to such a default, then, unless and until such default shall be cured, such Trustee shall set apart and hold in a special account for the benefit of such Trustee individually and the holders of the bonds and the holders of any other indenture securities (as in the last paragraph of this subsection (a) defined)

(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest, effected after the beginning of such four months' period and valid as against the Obligor and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in paragraph (2) of

this subsection (a), or from the exercise of any right of set-off which such Trustee could have exercised if a petition in bankruptcy had been filed by or against the Obligor upon the date of such default; and

(2) all property received in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such four months' period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of the Obligor and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of a Trustee

(A) to retain for its or his own account (i) payments made on account of any such claim by any person (other than the Obligor) who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by such Trustee to a third person, and (iii) distributions made in cash, securities, or other property in respect of claims filed against the Obligor in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law;

(B) to realize, for its or his own account, upon any property held by it or him as security for any such claim, if such property was so held prior to the beginning of such four months' period;

(C) to realize, for its or his own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it or him as security for any such claim, if such claim was created after the beginning of such four months' period and such property was received as security therefor simultaneously with the creation thereof, and if such Trustee shall sustain the burden of proving that at the time such property was so received such Trustee had no reasonable cause to believe that a default as defined in the last paragraph of this subsection would occur within four months; or

(D) to receive payment on any claim referred to in paragraph (B) or (C), against the release of any property held as

security for such claim as provided in paragraph (B) or (C), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (B), (C), and (D), property substituted after the beginning of such four months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any preexisting claim of a Trustee as such creditor, such claim shall have the same status as such preexisting claim.

If a Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be apportioned between such Trustee, the bondholders and the holders of other indenture securities in such manner that such Trustee, the bondholders and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against the Obligor in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, the same percentage of their respective claims, figured before crediting to the claim of such Trustee anything on account of the receipt by it or him from the Obligor of the funds and property in such special account and before crediting to the respective claims of such Trustee, the bondholders, and the holders of other indenture securities dividends on claims filed against the Obligor in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this paragraph, with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which

such bankruptcy, receivership or proceeding for reorganization is pending shall have jurisdiction (i) to apportion between such Trustee, the bondholders, and the holders of other indenture securities, in accordance with the provisions of this paragraph, the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this paragraph due consideration in determining the fairness of the distributions to be made to such Trustee, the bondholders, and the holders of other indenture securities, with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

Any Trustee who has resigned or been removed after the beginning of such four months' period shall be subject to the provisions of this subsection as though such resignation or removal had not occurred. If any Trustee has resigned or been removed prior to the beginning of such four months' period, he shall be subject to the provisions of this subsection if and only if the following conditions exist—

(i) the receipt of property or reduction of claim which would have given rise to the obligation to account, if such Trustee had continued as trustee, occurred after the beginning of such four months' period; and

(ii) such receipt of property or reduction of claim occurred within four months after such resignation or removal.

As used in this Section, the term "default" means any failure to make payment in full of the principal of or interest upon the bonds or upon any other indenture securities when and as such principal or interest becomes due and payable; and the term "other indenture securities" means securities upon which the Obligor is an obligor (as defined in the Trust Indenture Act of 1939) outstanding under any other indenture (a) under which such Trustee

is also trustee, (b) which contains provisions substantially similar to the provisions of this subsection (a), and (c) under which a default exists at the time of the apportionment of the funds and property held in said special account.

(b) There shall be excluded from the operation of subsection (a) of this Section a creditor relationship arising from—

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one year or more at the time of acquisition by such Trustee;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction, or by this Indenture for the purpose of preserving the property subject to the Lien of this Indenture or of discharging tax liens or other prior liens or encumbrances on the trust estate, if notice of such advance and of the circumstances surrounding the making thereof is given to the bondholders, as provided in subsections (a), (b) and (c) of Section 134 of this Indenture with respect to advances by any Trustee as such;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction, as defined in the last paragraph of this subsection (b);

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25(a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Obligor; or

(6) the acquisition, ownership, acceptance, or negotiation of any drafts, bills of exchange, acceptances or obligations which fall within the classification of self-liquidating paper, as defined in the last paragraph of this subsection.

As used in this Section, the term "security" shall have the meaning assigned to such term in the Securities Act of 1933, as amended and in force on the date of the execution of the First Supplemental Indenture; the term "cash transaction" shall mean any transaction in which full payment for goods or securities sold is made within seven days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable on demand; the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Obligor for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of or a lien upon, the goods, wares or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting a security, provided the security is received by such Trustee simultaneously with the creation of the creditor relationship with the Obligor arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation; and the term "Trustee" shall include the Corporate Trustee, the Individual Trustee and any separate trustee or co-trustee appointed pursuant to Section 103 hereof.

Section 145. In case at any time the Corporate Trustee or the Individual Trustee shall cease to be eligible in accordance with the provisions of Section 140, then such Trustee shall resign immediately in the manner and with the effect in Section 100 hereof provided; and, in the event that it or he does not resign immediately in such case, then it or he may be removed forthwith as provided in Section 101 hereof.

The third paragraph of Section 102 of this Indenture is hereby amended to read as follows:

"Any Corporate Trustee (whether or not appointed under the provisions of this Section in succession to the Corporate Trustee or succeeding the Corporate Trustee under Section 103 hereof) shall be a corporation and shall be a trust company organized under the laws of the State of New York and doing business in the Borough of Manhattan, The City of New York, or a national

banking association organized and doing business under the laws of the United States and doing business in the Borough of Manhattan, The City of New York, having a capital and surplus aggregating at least Five Million Dollars (\$5,000,000) and which (A) is authorized under such laws to exercise corporate trust powers, and (B) is subject to supervision or examination by Federal or State authority."

The Company covenants that, whenever necessary to avoid or fill a vacancy in the office of Corporate Trustee, the Company will in the manner provided in Section 102 hereof appoint a Corporate Trustee so that there shall at all times be a Corporate Trustee under this Indenture, qualified under the provisions of Section 102 hereof.

Every separate trustee, every co-trustee and every successor trustee, other than any trustee which may be appointed as successor to the Corporate Trustee, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions, namely: the rights, powers, duties and obligations conferred or imposed upon trustees hereunder or any of them shall be conferred or imposed upon and exercised or performed by the Corporate Trustee, or the Corporate Trustee and such separate trustee or separate trustees or co-trustee or co-trustees jointly, as shall be provided in the instruments and agreements appointing such separate trustee or separate trustees or co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Corporate Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by such separate trustee or separate trustees or co-trustee or co-trustees.

Section 146. For all purposes of this Indenture, the term "Obligor" shall mean the Company and any other obligor on the bonds secured hereby. For all purposes of the first paragraph of Section 77 hereof, the term "Company" shall mean "Obligor".

ARTICLE XXIV.

MISCELLANEOUS PROVISIONS.

Section 147. Wherever reference is made in this Indenture to the Trust Indenture Act of 1939, reference is made to such Act as it was in force on the date of the execution of the First Supplemental Indenture.

Section 148. Notwithstanding any other provision of this Indenture, the right of any holder of any bond to receive payment of the principal of and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder.

Section 149. Section 108 of this Indenture is hereby amended by deleting the words "to each holder of any bond then Outstanding hereunder payable to bearer whose name and address appear on the last list of bondholders furnished to the Corporate Trustee by the Company pursuant to the provisions of Section 43 hereof" and by inserting in lieu thereof the following: "to all other holders of bonds then Outstanding hereunder the names and addresses of whom are then preserved by the Corporate Trustee as required by the provisions of Section 132 hereof", and Section 112 of this Indenture is hereby amended by deleting the words "to each holder of any bond then Outstanding hereunder payable to bearer whose name and address appear upon the last list of bondholders furnished to the Corporate Trustee by the Company pursuant to the provisions of Section 43 hereof" and by inserting in lieu thereof the following: "to all other holders of bonds then Outstanding hereunder the names and addresses of whom are then preserved by the Corporate Trustee as required by the provisions of Section 132 hereof".

Notwithstanding the provisions of Section 113 hereof, no modification or alteration permitted by said Section 113 shall, without the consent of the holder of any bond issued hereunder affected thereby, impair or affect the right of such holder to receive pay-

ment of the principal of (and premium, if any) and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates.

Any instrument supplemental to this Indenture executed pursuant to the provisions of Section 115 hereof shall comply with all applicable provisions of the Trust Indenture Act of 1939 as in force on the date of the execution of such supplemental indenture.

The Company reserves the right without any consent or other action by holders of bonds of the Second Series or of any subsequent series to make such amendments of this Indenture as shall be necessary from time to time in order to qualify this Indenture under the Trust Indenture Act of 1939 as in force on the date of the making of any such amendment, provided that no such amendment shall, without the consent of the holder of any bond issued under this Indenture affected thereby, impair or affect the right of such holder to receive payment of the principal of (and premium, if any) and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, or permit the creation of any lien ranking prior to, or on a parity with, the Lien of this Indenture with respect to any of the property mortgaged and pledged thereunder or permit the deprivation of such bondholder of a lien upon the Mortgaged and Pledged Property for the security of his bonds (subject only to the lien of taxes for the then current year, the lien of taxes, assessments or governmental charges not then due and delinquent and to any mortgage or other liens existing upon said property which are prior to this Indenture at the time of such amendment), and the holders and owners of any bonds of the Second Series or any subsequent series outstanding under this Indenture by acceptance of such bonds, agree and consent to the making of any such amendment.

ARTICLE XXV.

FURTHER AMENDMENTS EFFECTIVE WHEN BONDS OF
FIRST SERIES RETIRED.

Effective from and after the time all bonds of the First Series shall have ceased to have been Outstanding, as defined in Section 2 hereof, (a) Sections 37, 38, 41, 43, 65, 68, 92, 95 and 108 hereof are hereby amended so that wherever the figure "twenty-five per centum (25%)" or "fifteen per centum (15%)" appears therein such figure is deleted and there is substituted therefor the words "a majority", and (b) this Indenture shall be amended by adding to Article XXIV thereof the following new Section:

"Section 150. Notwithstanding any other provisions of this Indenture to the contrary, including but not limited to the provisions of Sections 65, 69 and 113 hereof, in determining whether the holders of the required principal amount of bonds have concurred or participated in any direction or consent under any provisions hereof with respect to the time, method, and place of conducting any proceeding for any remedy available to the Corporate Trustee hereunder, or exercising any trust or power conferred upon the Corporate Trustee hereunder, or with respect to the waiver on behalf of the holders of all bonds outstanding hereunder, of any Completed Default and its consequences, bonds owned by any Obligor upon the bonds, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with any such Obligor, shall be disregarded, except that for the purposes of determining whether the Corporate Trustee shall be protected in relying on any such direction or consent, only bonds which such Corporate Trustee knows are so owned shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as outstanding for the purposes of this paragraph if the pledgee establishes to the satisfaction of the Corporate Trustee the pledgee's right to vote or give consents with respect to such bonds and that the pledgee is not a person directly or indirectly

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controlling or controlled by or under direct or indirect common control with any Obligor upon the bonds. In case of a dispute as to such right, any decision by the Corporate Trustee taken upon the advice of counsel shall be full protection to the Corporate Trustee."

IN WITNESS WHEREOF, on this 3rd day of October, 1952, THE WASHINGTON WATER POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and CITY BANK FARMERS TRUST COMPANY, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries, and RALPH E. MORTON, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, all in The City of New York, New York, as of the day and year first above written.

THE WASHINGTON WATER POWER COMPANY,

By ARM Robinson

President.

Attest:

M. J. Lindsay
Secretary.

Executed, sealed and delivered by THE WASHINGTON WATER POWER COMPANY, in the presence of:

John J. Conley

John J. Conley

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CITY BANK FARMERS TRUST COMPANY,
As Trustee.

By Geo. J. Kenny

Geo. J. Kenny Vice-President.

Attest:

E. Falconer
E. Falconer Assistant Secretary.

Executed, sealed and delivered by CITY BANK
FARMERS TRUST COMPANY, in the presence of:

P. H. Dolson
P. H. Dolson

A. Hall
A. Hall

Ralph E. Morton (S.)
RALPH E. MORTON

Executed, sealed and delivered by RALPH E.
MORTON, in the presence of:

P. H. Dolson
P. H. Dolson

A. Hall
A. Hall

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On the 3rd day of October, 1952, before me personally appeared K. M. ROBINSON, to me known to be the President of THE WASHINGTON WATER POWER COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On the 3rd day of October, in the year 1952, before me, ALICE M. POWELL, a Notary Public in and for the State and County aforesaid, personally appeared K. M. ROBINSON, known to me to be the President of THE WASHINGTON WATER POWER COMPANY, one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Alice M. Powell
Notary Public.

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-3140500
Cert. filed in Queens, New York
Kings & Westchester
Register's Office-Queens, N. Y. & Kings
Commission Expires March 30, 1953

Residing at Jackson Heights, N. Y.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On the 3rd day of October, 1952, before me personally appeared GEO. J. KENNY, to me known to be a Vice-President of CITY BANK FARMERS TRUST COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On the 3rd day of October, in the year 1952, before me, FRANCIS M. PITT, a Notary Public in and for the State and County aforesaid, personally appeared GEO. J. KENNY, known to me to be a Vice-President of CITY BANK FARMERS TRUST COMPANY, one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Francis M. Pitt
.....
Notary Public

FRANCIS M. PITT
Notary Public, State of New York
No. 44-311800

Qualified in Rockland County
Certificated filed in offices of
County Clerk and Register, New York County
Term Expires March 30, 1953

Residing at Pearl River, N. Y.

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STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 3rd day of October, in the year 1932, before me FRANCIS M. PITT, a Notary Public in and for the State and County aforesaid, personally appeared RALPH E. MORRIS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

On this day personally appeared before me RALPH E. MORRIS, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3rd day of October, 1932.

Francis M. Pitt
Notary Public

FRANCIS M. PITT
Notary Public, State of New York
No. 443111839
Qualified in Rockland County
Certificates filed in offices of
County Clerk and Register, New York County
Term Expires March 30, 1933
Residing at Pearl River, N. Y.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

K. M. ROBINSON, being duly sworn, deposes and says that he is the President of THE WASHINGTON WATER POWER COMPANY, the Mortgagor named in the foregoing instrument, and makes this affidavit for and on its behalf; that said instrument is made in good faith and without any design to hinder, delay or defraud creditors.

K. M. Robinson

Subscribed and sworn to before me }
this 3rd day of October, 1952 }

Alice M. Powell
Notary Public

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-8145500
Cert. filed in Queens, New York
Kings & Westchester
Register's Office, Queens, N. Y. & Kings
Commission Expires March 30, 1953

Residing at Jackson Heights, N. Y.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

GEO. J. KENNY, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice-President of CITY BANK FARMERS TRUST COMPANY, a corporation, one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust; that said mortgage and deed of trust is made in good faith to secure the amount named therein (not in excess of One Hundred and Fifty Million Dollars (\$150,000,000), subject to being increased to an amount not exceeding Five Hundred Million Dollars (\$500,000,000), as therein provided) and without design to hinder, delay or defraud creditors, and that he makes this affidavit on behalf of said City Bank Farmers Trust Company.

Subscribed and sworn to before me }
this 3rd day of October, 1952. }

Francis M. Pitt
.....
Notary Public

FRANCIS M. PITT
Notary Public, State of New York
No. 44-3111800

Qualified in Rockland County
Certificates filed in offices of
County Clerk and Register, New York County
Term Expires March 30, 1953

Residing at Pearl River, N. Y.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

RALPH E. MORTON, being first duly sworn, upon oath, deposes and says; that he is one of the mortgagees and trustees named in the foregoing mortgage and deed of trust; that the mortgage and deed of trust is made in good faith to secure the amount named therein (not in excess of One Hundred and Fifty Million Dollars (\$150,000,000), subject to being increased to an amount not exceeding Five Hundred Million Dollars (\$500,000,000), as therein provided) and without any design to hinder, delay or defraud creditors.

Ralph E. Morton

Subscribed and sworn to before me
this 3rd day of October, 1952. }

Francis M. Pitt

Notary Public

FRANCIS M. PITT
Notary Public, State of New York
No. 44-8111800

Qualified in Rockland County
Certificates filed in offices of
County Clerk and Register, New York County
Term Expires March 30, 1953

Residing at Pearl River, N. Y.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

GEO. J. KENNY, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice President of CITY BANK FARMERS TRUST COMPANY, a corporation, one of the mortgagors and/or trustee named in the foregoing mortgage and deed of trust and that the foregoing mortgage and deed of trust is a true copy of said original mortgage and deed of trust.

Subscribed and sworn to before me }
this 3rd day of October, 1952. }

Francis M. Pitt
Notary Public

FRANCIS M. PITT
Notary Public, State of New York
No. 44-3111899
Qualified in Rockland County
County Clerk and Register, New York County
Term Expires March 30, 1953

Residing at Pearl River, N. Y.

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

RALPH E. MORTON, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust; that the foregoing mortgage and deed of trust is a true copy of said original mortgage and deed of trust.

Ralph E. Morton

Subscribed and sworn to before me }
this 3rd day of October, 1952. }

Francis M. Pitt

Notary Public

FRANCIS M. PITT
Notary Public, State of New York
No. 44-3111800
Qualified in Rockland County
Certificates filed in offices of
County Clerk and Register, New York County
Term Expires March 30, 1953

Residing at Pearl River, N. Y.

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RECEIPT

The undersigned, THE WASHINGTON WATER POWER COMPANY, the mortgagor in the foregoing mortgage and deed of trust, hereby acknowledges surrender, without cost, by the mortgagees and trustees to the undersigned at the time of the execution of the foregoing mortgage and deed of trust of a correct copy of said original mortgage and deed of trust, as signed, with the acknowledgments shown thereon, and acknowledges receipt thereof.

Dated this 3rd day of October, 1952.

THE WASHINGTON WATER POWER COMPANY

By [Signature] President.

Attest:

[Signature]
Secretary.

REGISTERED
INDEXED DIR.
INDEXED
RECORDED
COMPARED
MAILED

RECEIVED BY THE STATE OF WASH.
 INSTRUMENTS DEPARTMENT
 OCT 10 1952
 BY [Signature]
 CLERK
 WASH. D.C.
 COUNTY CLERK
 BY [Signature]