

covenants and agreements herein contained. Before the Trustee herein shall be required to join in any such supplemental mortgage, such supplemental mortgage shall contain substantially the following provision, to wit:

"The Trust Company of North America, Trustee under the Mortgage or Deed of Trust of Portland Railway, Light and Power Company, dated September 1st, 1906, and recorded in the office of the Clerk of Multnomah County, State of Oregon, in book of mortgages, page , joins herein as required by the terms and provisions of said Mortgage or Deed of Trust, for the sole purpose of evidencing the fact that the lien of the aforesaid Mortgage or Deed of Trust, dated September 1st, 1906, is deferred to the lien of this supplemental mortgage to the extent set forth in paragraph 8 on page 45 of said Mortgage or Deed of Trust of September 1st, 1906, and to said extent only. "The Trust Company of North America, party of the second part herein, does not hereby assume or incur any of the liabilities of a grantor, mortgagor, obligor or guarantor in regard to this supplemental mortgage or to the bonds secured or to be secured hereby."

Before the Trustee hereunder shall be required to join in any such supplemental mortgage, the Mortgagor Company shall file with the Trustee the following papers, and upon receipt of the same, it shall be the duty of said Trustee and said Trustee shall be required to join in such supplemental mortgage, to wit:

1. A duly certified copy of a resolution of the Board of Directors of the Mortgagor Company requesting the Trustee to join in such supplemental mortgage;

2. The opinion of counsel satisfactory to the Trustee that said supplemental mortgage complies with the provisions of the paragraph of this Indenture, being either number 3, 4, 5, 6 or 7 on pages 38 to 44 hereof, in pursuance of which said supplemental mortgage is executed and delivered, and that the Mortgagor Company is entitled under the provisions of this Indenture to require the Trustee to join in said supplemental mortgage. In case the Trustee shall be requested to join in any supplemental mortgage to be executed by the Mortgagor Company in pursuance of the provisions of paragraph 7 on page 44 of this Indenture, which is required or caused by the issue of additional bonds of one of the underlying series, the Mortgagor Company shall file with the Trustee the following papers in addition to the aforesaid copy of resolution and opinion of counsel, to wit:

3. Copies, duly certified by the Secretary or Assistant Secretary of the Mortgagor Company, of the resolutions, affidavits and papers filed with the Trustee of the underlying mortgage in accordance with its requirements as a basis for the certification of such additional bonds.

4. An affidavit of the President or a Vice-President and the General Manager of the Mortgagor Company stating (a) that the properties and franchises granted and conveyed, or intended to be granted and conveyed by said supplemental mortgage, constitute extensions, betterments and permanent improvements to the estates, properties and franchises formerly belonging to the Portland General Electric Company or the Portland Railway Company, or such other company as is mentioned in paragraph 6 on page 43 of this Indenture, purchased or constructed by the Mortgagor Company or by the predecessor company before the acquisition of the properties and franchises of such predecessor company by the Mortgagor Company, describing the same according to the facts; and (b) that said extensions, betterments and permanent improvements are the identical extensions, betterments and permanent improvements which the Mortgagor Company is using as the basis for the certification and issue of such additional bonds; and (c) that such extensions, betterments and permanent improvements are covered by the lien of this Indenture. Any such supplemental mortgage executed in pursuance of the