

to the same and any and every part thereof, with the appurtenances.

ALSO all and singular the franchises, rights, privileges, immunities and consents now owned or enjoyed by the ELECTRIC COMPANY, or at any time hereafter acquired by it.

AND ALSO all and singular the contracts, agreements, licenses, patents, patent and other inventions and processes, drawings and patterns now owned or enjoyed by the ELECTRIC COMPANY, or at any time hereafter acquired by it.

AND ALSO any and all contracts with cities, towns, villages or other municipalities or individuals for the lighting of streets, avenues, public parks and places and highways, and of public buildings therein, or for lighting private houses or property, and for the furnishing of power, whether such contracts be now owned by the ELECTRIC COMPANY or at any time hereafter made or acquired by it; TOGETHER WITH all moneys or rentals due or to grow due upon any or all of said contracts.

ALSO any and all shares of stocks or bonds or other securities of any other corporation or corporations at any time hereafter acquired by the ELECTRIC COMPANY, its successors or assigns.

ALSO all other property, rights and interests of whatever nature or description owned by the ELECTRIC COMPANY at the time of the execution and delivery of this indenture, and all which may hereafter be acquired by said ELECTRIC COMPANY.

TO HAVE AND TO HOLD all and singular the property, real and personal, rights and appurtenances, hereby mortgaged, or intended to be mortgaged, unto the TRUSTEE and to its successors and assigns forever, BY WAY OF MORTGAGE, HOWEVER, as security for the payment of said bonds and the interest to grow due thereon, and the performance on the part of the ELECTRIC COMPANY of all the covenants and agreements herein contained on its part to be kept and performed.

AND, the aforesaid grants are in trust, nevertheless for the equal and proportionate benefit and security of all holders of the bonds and interest coupons issued and to be issued under and to be secured by this indenture:

AND, for the enforcement of the payment of said bonds and interest when payable, according to the tenor, purport and effect thereof, and to secure the performance of, and compliance with, the covenants and conditions of this indenture, without preference, priority or distinction as to lien or otherwise, of any one bond over any other bond issued hereunder, by reason of the priority in the issuance, sale or negotiation thereof, or otherwise howsoever, so that each and every bond issued as aforesaid shall have the same right, lien and privilege under and by virtue of this indenture, and so that the principal and interest of every such bond shall, subject to the terms hereof, be equally and proportionately secured hereby, as if all had been duly issued, sold and negotiated simultaneously with the execution and delivery of this indenture, it being intended that the lien and security of this indenture shall take effect from the date of the execution and delivery hereof, without regard to the time of actual issue, sale and negotiation of said bonds, as though, upon said date, all of such bonds were actually issued, sold and delivered to and in the hands of holders thereof for value;

AND, that all of such bonds, with interest coupons thereon, shall be issued, certified and delivered, subject to the further covenants, conditions, uses and trusts hereinafter set forth; and IT IS HEREBY COVENANTED that all such bonds, with the interest coupons thereon, shall be issued, certified and delivered, and that the mortgaged premises and property shall be held by the TRUSTEES, subject to the further covenants, conditions, uses and trusts hereinafter set forth namely;