

of escrow bonds pursuant to the provisions of any prior mortgages-of this indenture, it being the intention of the parties hereto that all of the estates, properties and franchises now owned or hereafter acquired by the Mortgagor Company and which may at any time hereafter be acquired for or in connection with the use of the mortgaged estates, properties and franchises, whether acquired or owned by the Mortgagor Company or by any such successor corporation, shall pass under the lien -though as above explained not necessarily as a first lien-of this indenture for the benefit of the holders of the bonds secured hereby, and that in case for any reason such intention is not carried out or any such estates, properties or franchises shall fail thus to pass, it shall be considered that there is a default and breach of the covenants and conditions of this indenture within the meaning of item (3) of Section 1 of Article Seven hereof. All of the bonds issued as provided in this section shall in all respects have the same rank and security as the bonds theretofore or thereafter issued in accordance with the terms of this indenture. The opinion of counsel, to be selected by the Trustee, to the effect that such successor company has complied with all of the conditions required by this section as a condition precedent to the certification of additional bonds by the Trustee shall be full protection to the Trustee and the Trustee shall assume no liability in acting on the faith of such opinion.

Section 4. In case of any such consolidation, merger or sale, and the execution and recording of such indenture by the successor company, the term "Mortgagor Company" whenever used in this indenture shall be construed to include such successor company, and any act or proceeding by any provision of this indenture required to be done or performed by any board or officer of the Mortgagor Company shall and may be done and performed with like force and effect by the corresponding board or officer of any such successor company and may be done by such board or officer in the name of the successor company or of the Mortgagor Company.

Section 5. The words "successor company" as used in this Article shall be construed to designate such corporation as may succeed to or acquire in any lawful manner the estates, properties and franchises which may at the time of such succession or acquisition be subject to the lien of this indenture. But the Trustee shall be under no obligation to inquire into the legality of such succession or acquisition and the provisions of Article Twelve hereof shall be applicable to any action of the Trustee taken at the request of the successor company.

FIDELITY TRUST COMPANY, Trustee, party hereto of the second part, hereby accepts the trusts in this indenture declared and provided, and agrees to perform the same upon the terms and conditions hereibbefore set forth.

In Witness Whereof, Portland Railway, Light and Power Company, the party hereto of the first part, and Fidelity Trust Company, the party hereto of the second part, have caused this instrument to be executed in their respective corporate names by their respective Presidents or Vice-Presidents and their respective corporate seals to be hereto affixed, attested by their respective Secretaries or Assistant Secretaries in fifteen original counterparts and the parties hereto have caused these presents to be dated the day and year first above written.