

bonds and coupons secured by this indenture, any legal or equitable right, remedy or claim under or in respect of this indenture, or any covenants, conditions and provisions herein contained; this indenture and all the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the holders of the bonds and coupons hereby secured as herein provided.

Section 2. The words "bond", "owner," "holder" and "bondholder" shall include the plural as well as the singular number, unless otherwise expressly indicated. Unless otherwise clearly indicated the word "bond" when used herein means a bond secured hereby, and the word "coupon" means an interest coupon pertaining to such bond. The word "person" shall include associations or corporations. The word "Trustee" means the Harris Trust and Savings Bank or its successor. The word "Co-Trustee" means Howard W. Fenton or his successor. The words "underlying bonds" shall include any bonds which shall be a lien on any property of the Company superior to the lien of this mortgage.

Section 3. Any request, direction or other instrument required by this indenture to be signed and executed by bond holders, may be in any number of concurrent writings of similar tenor, and may be signed or executed by such bondholders in person or by attorney appointed in writing.

Section 4. Any notice or demand required hereby to be given to the Company by the Trustees or either of them shall be sufficiently given and served by mailing the same in a sealed envelope, postage prepaid, addressed: "Northwestern Electric Company Portland, Oregon", but may also be given in any other manner allowed by law.

Section 5. All the covenants, stipulations and agreements of the Company in this indenture contained shall bind the successors and assigns of the Company, whether so expressed or not, provided that such successor or assign shall have no right to procure the certification or issuance of any bonds hereunder, except bonds then reserved by the Trustee against underlying indebtedness pursuant to Section 4 of Article 11.

Section 6. In order to facilitate the recording of this indenture it may be simultaneously executed in six (6) counterparts, each of which shall be deemed to be an original, and such counterparts shall singly or together constitute one and the same instrument.

Harris Trust and Savings Bank and Howard W. Fenton, Trustees, parties hereto of the second part, hereby accept the trusts in this indenture declared and provided, and agree to perform the same upon the terms and conditions hereinbefore set forth.

IN WITNESS WHEREOF, the Company has caused its corporate name and seal to be hereunto affixed, and this indenture to be signed by its President or Vice President and attested by the signature of its Secretary or Assistant Secretary; and the said Harris Trust and Savings Bank, to show its acceptance of the trusts hereby created has caused its corporate name and seal to be hereunto affixed, and this indenture to be signed by its President or Vice President and attested by the signature of its Secretary or Assistant Secretary, and the said Howard W. Fenton, to show his acceptance of the trusts hereby created has hereunto set his hand and seal, all as of the first day of May in the year 1915.

Executed in six (6) original counterparts.

Witnesses to the signature of
Northwestern Electric Company:
A.J. Woecott.
Grant Cordey.

(SEAL OF NORTHWESTERN ELECTRIC)
COMPANY.

NORTHWESTERN ELECTRIC COMPANY.

By Herbert Fleishhacker, President.

Attest: R.E. Wallace, Secretary.

HARRIS TRUST AND SAVINGS BANK.

Vice
By B.C. Lingle, President.

Attest: Edward P. Smith.