

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

AND FURTHER EXPRESSLY EXCEPTING AND EXCLUDING from this Indenture and from the lien and operation hereof, all properties, rights and franchises owned by any other corporation of whatever character, shares of stock or other securities whereof, or obligations secured by lien upon the properties, rights or franchises whereof, may be now owned or hereafter acquired or possessed by the Company, notwithstanding the fact that the Company may own or hereafter acquire all or substantially all of the shares of stock or other securities issued by, or obligations secured by lien upon the properties, rights or franchises of, any such corporation, or that any such corporation may be incorporated or organized at the instance of or for the account of the Company, or that all or any part of the shares of stock or other securities or obligations of such corporation may be specifically subjected to the lien hereof by the Company.

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged or conveyed by the Company as aforesaid, or intended so to be, unto the Trustees and their successors in the trust and their assigns forever;

SUBJECT, HOWEVER, to the exceptions and reservations and matters hereinabove recited, to the lien of taxes for the current year and taxes and assessments not due, to easements, rights-of-way and other similar encumbrances which the company hereby certifies, in its judgment, do not impair and will not impair the use of said property by the Company in its business, to liens existing upon or claims against the lands underlying easements and rights-of-way now owned or hereafter acquired by the Company and not securing indebtedness assumed by the Company or on which it pays interest charges, to all the terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds, leases or other instruments, respectively, under and by virtue of which the Company now owns or may hereafter acquire said property, to liens existing on any property hereafter acquired by the Company at the time of such acquisition and to undetermined liens and charges, if any, incidental to construction.

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and Coupons issued and to be issued hereunder, or any of them, without preference or priority of any of said Bonds or coupons over any others thereof, or of the Bonds and coupons of any particular series over the Bonds and coupons of any other series, by reason of priority in the time of issue, sale or negotiation thereof or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 40 of this Indenture.

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED BY AND BETWEEN THE PARTIES HERETO, that all the Bonds and coupons are to be issued, authenticated and delivered, and that all the trust estate is to be held and applied, subject to the further covenants, conditions, uses and trusts hereinafter set forth; and the Company, for itself and its successors, does hereby covenant and agree to and with the Trustees and their successors in said trust, for the benefit of those who shall hold the Bonds and coupons, or any of them, as follows:

ARTICLE ONE.

DEFINITIONS, AND EFFECT OF INSTRUMENTS FILED WITH TRUSTEES.

SECTION 1. The Terms hereinbelow in this Section 1 mentioned shall, for all purposes of this Indenture and all indentures supplemental hereto (except in cases where the context clearly indicates otherwise), be taken to have the meanings hereinafter set forth:

(a) the term "company" shall mean and include not only West Coast Power Company, the party of the first part hereto, but also any successor corporation which shall become such in the manner hereinafter in Article Fifteen prescribed;

(b) the terms "trustees", "corporate Trustee" and "individual Trustee" shall mean, re-