

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

future, of the Company, as such, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law or equity or by the enforcement of any assessment or penalty or otherwise howsoever; all such liability being hereby expressly waived and released as a condition of and as part of the consideration for the execution of this Indenture and for the issue of such Bonds and coupons.

SECTION 109. Nothing in this Indenture expressed or implied is intended or shall be construed to give to any person or corporation other than the Company, the Trustees, and the holders of the Bonds and coupons issued hereunder, any right, remedy or claim under or in respect of this Indenture, or any indenture supplemental hereto, or any covenant, condition or provision herein or therein contained; and all such covenants, condition or provisions are and shall be held to be for the sole and exclusive benefit of the Company, the Trustees and the holders of the Bonds and coupons issued hereunder.

SECTION 110. The lien upon and the right, title and interest in the mortgaged property hereby granted and conveyed to the corporate Trustee, and the rights, powers and duties herein conferred upon the corporate Trustee, shall be held, enforced, exercised and performed by it only to the extent that it may lawfully hold, enforce, exercise and perform the same in accordance with the laws of the States of Oregon, Washington and Idaho applicable in the premises. Anything herein contained to the contrary notwithstanding, this Indenture shall not be deemed to grant and convey to or confer upon the corporate Trustee any lien upon or right, title and interest in the mortgaged property, or any rights, powers or duties, except as permitted by the laws of the States of Oregon, Washington and Idaho applicable in the premises. No limitation of or restriction on the lien of the corporate Trustee upon or its right, title and interest in the mortgaged property, or its rights, powers or duties, by reason of the laws of the States of Oregon, Washington or Idaho, shall in any way limit, affect or impair the lien, or the right, title and interest, or the rights, powers or duties, of the individual Trustee.

SECTION 111. In order to facilitate transactions hereunder, this Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be original, and all such counterparts, or as many of them as the Company and the Trustees shall preserve undestroyed, shall together constitute but one and the same instrument.

The Company hereby acknowledges receipt from the Trustees of a full, true and complete copy of this Indenture of Mortgage.

IN WITNESS WHEREOF, WEST COAST POWER COMPANY has caused this Indenture to be signed in its corporate name by its President or a Vice-President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by one of its Vice-Presidents and its corporate seal to be hereunto affixed and attested by one of its Assistant Trust Officers, and CARL E. BUCKLEY, in token of his acceptance of the trusts created hereunder, has hereunto set his hand and seal, all as of the day and year first above written.

West Coast Power Company

(Corporate Seal Affixed)

By D. L. Mc Daniel, President.
Attest: Gladys Ward, Secretary.