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ROOR 184 PAGE 464

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FEB 15 1946 PM '38

*O.J. Jassy*  
GARRY H. OLSON

ATTORNEY  
FOR SAVANNAH CO., HUAT

**AFTER RECORDING MAIL TO:**

Name NW Natural, Attn: Ron Nordichok

Address 220 NW 2nd Avenue, 12th Floor

City/State Portland, OR 97209

Document Title(s); (or transaction contained therein)

1. 2. 1st Supplemental Indenture, dated June 1, 1949
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document

*(This space for title, company, etc.)*

Grantor(s); (last name first, then first name and initials)

1. Bankers Trust Company and R.G. Page (Trustee)
- 2.
- 3.
- 4.
- 5.

Grantee(s); (last name first, then first name and initials)

1. Portland Gas and Coke Company
- 2.
- 3.
- 4.
- 5.

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

NET of Sec 28, T 3 N, R 8 E

Complete legal description is on page \_\_\_\_\_ of document

Assessor's Property Tax Parcel / Account Number(s):

03-08-28-1-0-0600-00

**RECORDEE'S NOTE: PORTIONS OF  
THIS DOCUMENT POOR QUALITY  
FOR FILMING**

**NOTE:** *The undersigned certifies that the information contained on this staff sheet and the original instrument upon which it is based, are true and correct to the best of his knowledge and belief.*

*First American Title  
Insurance Company*

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**NOT SUPPLEMENTAL DOCUMENTS**

dated July 1st of the 1st day of June, 1948, and entered into at between Plaintiff's place of business, a corporation of the State of Oregon, whose post office address is Public Service Building, Portland, Oregon (hereinafter sometimes called the Company), Party of the first part, and Plaintiff Taver Contractor, a corporation of the State of New York, whose post office address is 16 Wall Street, New York, New York (hereinafter sometimes called the Corporate Trustee) and R. G. Hayes, whose post office address is 744 Washburn Avenue, Pleasanton, New Jersey (hereinafter sometimes called the 2nd Trustee), Parties of the second part (hereinafter sometimes called the 3rd and the 4th Trustee being herein after collectively sometimes called the Trustees), as Trustees under the Security and Bond of Trust, dated as of July 1, 1948 (hereinafter called the Mortgage), executed and delivered by Plaintiff and the Corporate Trustee on behalf of the 3rd and the 4th Trustees, to secure the payment of principal amount due to be paid under and in accordance with the provisions of the Mortgage, this Indenture (hereinafter called the Indenture) being supplemental thereto.

Whereas the Mortgage was filed for record, and was recorded and indexed, as a mortgage of both real and personal property, in the County recorder of the several counties in the state of Oregon as follows:

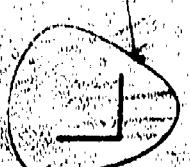
Oreana

Cottage Grove

Courtland

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FINGERBOARD



WALMART

WALMART  
GENERAL  
AGENCY  
AUCTION  
7/19/86  
No. F1375

Whereas by the Mortgagee the Company acknowledged that it would execute and deliver such supplemental indenture or indentures and such further instruments, and do such further acts as might be necessary or proper to carry out more effectively the purposes of the Mortgage and to make subject to the Law of the Mortgagor any property hereinafter described, made or enumerated and intended to be subject to the same thereof; and

Whereas in addition to the property described in the Mortgage, the Company has acquired certain other property, rights and interests in property; and

Whereas the Company has, heretofore issued, in accordance with the provisions of the Mortgage, bonds of a certain amount and denominated Mortgage Bonds, \$16,500.00 due 1978 (hereinafter called "bonds of the First Series"); and

Whereas Section 8 of the Mortgage provides that the form of each bond of bonds (other than the First Series) issued thereafter and of the bonds to be affected by the original terms of such bonds shall be determined by the Board of Directors of the Company; and the form of each bond, as may be determined by the Board of Directors, as to quantity, denominations, date of issue, place of issue, and various other terms and conditions, shall be set forth in the prospectus and circulars issued by the Company, and the bonds so issued shall be subject to the same terms and conditions as the bonds of the First Series, and the bonds so issued shall be subject to the same terms and conditions upon which such bonds are to

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WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or implicitly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder; or the Company may cure any ambiguity complained of in any supplemental indenture or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than a said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property of the same subject to the lien of the Mortgage shall be situated; and

WHEREAS the Company now desires to create a new series of bonds (parment to the provisions of Section 120 of the Mortgage) to add to its covenants and agreements contained in the Mortgage certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage; and

WHEREAS the execution and delivery by the Company of this Firm Supplemental Indenture, and the terms of the bonds of the Second Series hereinabove referred to have been duly authorized by the Board of Directors of the Company by appropriate resolutions of said Board of Directors;

Now, therefore, these presents witness: That Portland Gas & Coke Company, in consideration of the premises and of One Dollar to be duly paid by the Trustees of or before the recording and delivery



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plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, gas, oil, fire and other burners, regulators, meters, transformers, generators, motors, gas, electrical and mechanical appliances, condensers, cabin, gas, water, steam heat or other pipes, service pipe, fittings, valves and communication, cable and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of gas, electric current, steam heat or water, for any purpose including mains, pipes, conductors, poles, wires, cables, ducts and all apparatus for use in connection therewith; all real estate, lands,杖ments, servitudes, leases, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the ownership of such property, and (except as herein or in the Mortgage expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature whatsoever situated.

Transfers all and singular the instruments, agreements, prescriptions, warranties and appurtenances relating or in any wise appertaining to the aforementioned property or any part thereof, with the reversions and reverting, remainder and remainders and (subject to the provisions of Section 37 of the Mortgagor) the better, rents, revenues, issues, emoluments, income, profits and profits thereof, and all the estate, rights, title and interest and claim whatsoever, at law or equity, in respect whereof which the Company now has or may hereafter acquire in and to the aforementioned property and franchises and every part and parcel thereof.

If at a present time by the Company that, subject to the provisions of subsection (1) of Section 37 of the Mortgage, all the property, rights and franchises required by the Company (by purchase, contribution, merger, amalgamation, consolidation, creation or in any other way) after the date hereof, except any rights or to the Mortgagor especially

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the Mortgagor, and as fully understood, utilizing the law hereof and by  
law of the Mortgagore, as if and property, rights and franchises now  
or hereafter owned by the Company, and subsequently obtained herein  
or by the Mortgagor and subsequently, directly or indirectly.

Provided that the following are and shall not be subject to the terms  
and conditions set forth in this Agreement, and excepted, not otherwise,  
are hereby expressly released from the legal operation  
of this Agreement, (1) each claim of debt, demand and other  
obligation, which may now exist or hereinafter accumulate  
between the Mortgagor or his heirs and executors, administrators or  
successors, creditors, trading creditors and other relatives and  
friends, and all debts, credits, and liabilities heretofore or hereafter  
incurred by him, and due and payable for the purpose of repaying or  
discharging his debts, credits, and other obligations, (in either or both)  
and for the payment of his taxes; (2) such debts, credits and  
liabilities as may now exist or hereinafter accumulate, between  
the Company and its associates, and its various subdivisions,  
subsidiaries, branches, and other relatives and  
friends, and between the Company and its employees, partners,  
agents, contractors, brokers, bankers, and other materials or goods  
delivered or furnished to it or to the Mortgagor; (3) such  
debts, credits and liabilities as may now exist or hereinafter  
accumulate between the Company and the Company's  
officers, partners, agents, and employees, and the  
Company's customers, which may now exist or hereinafter  
accumulate between them in the course of their business; all  
such debts, credits and liabilities being paid over to the  
Company or to the Mortgagor.

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said, however, that the "property" and rights expressly excepted from the lien and operation of this First Supplemental Indenture and from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Liened Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 6 thereof.

To have and to hold all such properties, real, personal and mixed, mortgaged, pledged, and ever or now held by the Company as aforesaid, or intended so to be, unto R. H. Price and (to the extent of his legal capacity to hold the same for the purposes herein) to Bankers Trust Company, as Trustees, and their successors and assigns, forever;

In further consideration, for the same purpose and upon the same terms, trusts and conditions and subject to and with the same provisions and covenants as are set forth in the Mortgace, this First Supplemental Indenture being supplemental thereto.

And it is further covenanted by the Company that all the terms, conditions, provisions, covenants and provisions contained in the Mortgage shall and will apply to the property hereinabove described and conveyed, and to the cestuis, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been created by the Company at the time of the creation of the Mortgage, and had been thereby and at length described by and contained in the foregoing.

The Company further covenants and agrees to and with the Trustees and the beneficiaries to and hold under the Mortgace, as follows:

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**Annex I.**

**Second Series of Bonds.**

Section 1. There shall be a series of bonds designated "3% Second Series 1976" (herein sometimes referred to as the "Second Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the term thereof and of any subsequent coupons, which shall be established by resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the nature hereinafter in this Section specified. Bonds of the Second Series shall mature on June 1, 1976, and shall be held as corporate assets in the denomination of One Thousand Dollars, negotiable as principal, and as fully registered bonds in denominations of One Thousand Dollars and Two Thousand Dollars and, at the option of Company, as to either bearer bonds or fully registered bonds in the denomination of One Thousand Dollars or in any multiple of Multiple thereof (the minimum of such option to be evidenced by the corporation and delivery thereof); they shall bear interest at the rate of three and one-half per centum (3½%) per annum, payable semi-annually on December 1 and June 1 of each year; and the principal of and interest on such said bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in cash or currency of the United States of America as at the time of payment to legal tender for public and private debts. Coupons of the Second Series shall be dated as of June 1, 1976, and may be registered bonds of the Second Series shall be dated as in fractions of one thousand dollars provided:

(1) Bonds of the Second Series shall be redeemable either at the option of the Company or pursuant to the requirements of the indenture in which all or any share or in part from time to time prior to maturity, upon notice given as provided in Section 18 of the Note.

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## General Instructions Pages

11. Principal during 12 months prior ending May 31, 1974.  
12. General information concerning the business of the firm and  
its principal activities during the period from January 1, 1973 to  
May 31, 1974, including:  
a) Name and address of the firm;  
b) Nature of business of the firm;  
c) Description of the principal activities of the firm;  
d) Name and address of all partners, members, or proprietors of  
the firm, and the percentage interest of each in the firm;  
e) Name and address of the principal office of the firm, and  
name and address of all other offices, branches, and places  
of business; name and address of all agents and sales  
representatives; name and address of all companies  
with which the firm has a continuing or continuing  
business relationship; name and address of  
all suppliers and manufacturers, and name and  
address of all customers and clients, with whom  
the firm has a continuing or continuing  
business relationship; name and address of  
any corporation, partnership, or other  
entity in which the firm has a continuing  
or continuing business relationship;  
f) Name and address of all  
offices, branches, and places  
of business, and name and address  
of all agents and sales  
representatives, with whom  
the firm has had  
business relationship  
during the period  
from January 1, 1973 to  
May 31, 1974;

13. Financial statement showing assets and liabilities as of the date  
prior to the date last for which financial statement was  
submitted.

14. General information concerning the business of the firm and  
its principal activities during the period from January 1, 1973 to  
May 31, 1974, including:  
a) Name and address of the firm;  
b) Nature of business of the firm;  
c) Description of the principal activities of the firm;  
d) Name and address of all partners, members, or proprietors of  
the firm, and the percentage interest of each in the firm;  
e) Name and address of the principal office of the firm, and  
name and address of all other offices, branches, and places  
of business; name and address of all agents and sales  
representatives; name and address of all companies  
with which the firm has a continuing or continuing  
business relationship; name and address of  
all suppliers and manufacturers, and name and  
address of all customers and clients, with whom  
the firm has a continuing or continuing  
business relationship; name and address of  
any corporation, partnership, or other  
entity in which the firm has a continuing  
or continuing business relationship;  
f) Name and address of all  
offices, branches, and places  
of business, and name and address  
of all agents and sales  
representatives, with whom  
the firm has had  
business relationship  
during the period  
from January 1, 1973 to  
May 31, 1974;

15. General information concerning the business of the firm and  
its principal activities during the period from January 1, 1973 to  
May 31, 1974, including:

16. General information concerning the business of the firm and  
its principal activities during the period from January 1, 1973 to  
May 31, 1974, including:

1171 Model 3

shall be redeemable at the general redemption price set forth in each division (I) of this Section, together with accrued interest to the date fixed for redemption; and provided further, that:

- (1) In the case of application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 2, January 1 of the calendar year in which such deposit of cash shall become due, or
  - (2) In the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 2, January 1 of the calendar year in which such deposit of cash shall become due, or
- they shall be redeemable at the following optional redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

Section 10. Redemption Price.

If redeemed during 12 months period ending May 31,

1970.	1971.	1972.	1973.	1974.
100.00	100.25%	100.50%	100.75%	101.00%
1961	100.50%	100.75%	101.00%	101.25%
1962	100.50%	100.75%	101.00%	101.25%
1963	100.50%	100.75%	101.00%	101.25%
1964	100.40%	100.60%	100.80%	101.00%
1965	100.40%	100.60%	100.80%	101.00%
1966	100.40%	100.60%	100.80%	101.00%
1967	100.40%	100.60%	100.80%	101.00%
1968	100.40%	100.60%	100.80%	101.00%
1969	100.40%	100.60%	100.80%	101.00%
1970	100.40%	100.60%	100.80%	101.00%
1971	100.40%	100.60%	100.80%	101.00%
1972	100.40%	100.60%	100.80%	101.00%
1973	100.30%	100.50%	100.70%	101.00%
1974	100.30%	100.50%	100.70%	101.00%
1975	100.30%	100.50%	100.70%	101.00%
1976	100.30%	100.50%	100.70%	101.00%
1977	100.30%	100.50%	100.70%	101.00%

III. At the option of the holder, any option bonds of the foregoing series may be issued with all or part of the original opportunity of the other or any of the Company in the business of New

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## II

bonds. The City of New York shall (subject to the provisions of Section 12 of the Mortgagor) be ~~entitled~~ entitled to a like aggregate principal amount of fully registered bonds of the same series of authorized denominations. All such coupon bonds to be exchanged as aforesaid shall be in bearer form or if registered, registered, accompanied by a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney. At the option of the registered owner, any fully registered bonds of the Second Series, upon surrender thereof, for cancellation, at will, of either or of the Company, together with a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney, shall (subject to the provisions of Section 12 of the Mortgagor) be exchangeable for a like aggregate principal amount of coupon bonds of the same bearing, with an unregistered minimum principal, or for a like aggregate principal amount of registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Second Series may have the ownership interest registered in his principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such bond. After such registration as transfer of such bond shall be made without notice at such office or agency and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgagor) the same may be discharged from registration by delivery to the manager transferred to him and thereafter returned to him by delivery to the manager transferred to him or registered in his name in accordance with the original registration. However, this will not affect the right of the holder to exchange his coupon bonds for another, for every principal amount payable to him. Payment and discharge of bonds of the Second

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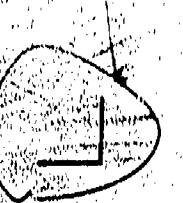
ARTICLE II.

*Section shall also be transferred (subject to the restrictions in Section 12  
of the Mortgagor) in full or in part to any or all successors or  
successors to any or all of the Company.*

ARTICLE II.Section 2. Power of Sale of the Second Series.

*Section 2. The Company warrants that, unless at the time of the  
Second Series shall have ceased to be outstanding, it will, on a six  
day's notice for the payment of, or payment of the Second Series, deliver  
to the Corporate Trustee an amount in cash and/or principal amount  
of both of the Second Series, on October 1 of each year, beginning with  
the year 1951, to end September the year 1972, and on March 1 of the  
year 1974, principal of one per centum (2%) of (A) the principal  
amount of all unpaid of the Second Series prior to January  
1 of each year at any one time. Otherwise, less (B) the aggregate  
principal amount of all unpaid of the Second Series, prior to the date  
of such delivery or transfer, reduced pursuant to the provisions of  
subsection (3) or subsection (4) of Section 61 of the Mortgagor if  
any or application of the proceeds of insurance on, the release or  
other disposition of, or the taking by assignment of, property  
or pursuant to the provisions of Section 64 of the Mortgagor, and less  
(C) the aggregate principal amount of bonds the right to the return  
of which is derived from the right to the return of bonds  
of the Second Series (as defined above), which have been valid prior to such delivery  
or application of the proceeds of insurance on, the release or  
other disposition of, or the taking by assignment of, property  
or pursuant to the provisions of subsection (4) of subsection  
61 of the Mortgagor as the result of the withdrawal of one or  
more members of the Second Series, the release or  
other disposition of, or the taking by assignment of, property  
or pursuant to the provisions of subsection (2) of Section  
61 of the Mortgagor, or the creation (as established by a written order  
of the Trustee or by the holder of shares delivered to the Corporate  
Trustee or other disqualification of, or*

*The Company, or the creation (as established by a written order  
of the Trustee or by the holder of shares delivered to the Corporate  
Trustee or other disqualification of,*



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(unless directing such credit), shall be credited against any of the requirements of this Section with the aggregate principal amount of any bond(s) of the Mutual Series (n) which are not then being and have not theretofore been delivered to meet the requirements of this Section, (b) which have been purchased or redeemed and canceled or for the purchase or redemption of which money in the necessary amount shall be held by the Corporate Trustee with irrevocable direction as set forth above (provided that any such purchase or redemption shall have been, or is to be, effected otherwise than with cash deposited under the provisions of Section 5A of the Mortgage or with cash which, after giving effect to the provisions of Section 51 of the Mortgage, is then deemed so to be or to have been funded cash, and in the case of redemption, the notice required therefor shall have been given or given back, provided for in the satisfaction of the Corporate Trustee) and (c) which have not theretofore been made (the funds under any of the provisions of the Mortgage for the satisfaction and delivery of bonds, the withdrawal of cash or the release of property or the basis of a credit under the provisions of this Section or of Section 51 of the Mortgage (subject to the provisions of Sections 50, 50 and 51 of the Mortgage, permitting the reduction of the waiver of the right to the authentication and delivery of bonds).

Notwithstanding any other provisions of this First Supplemental Indenture, (1) the Company shall be permitted from time to time to cancel prior in whole or in part the requirements of this Section becoming due on October 1 of the then current year or any subsequent year or years or on March 1, 1974, by depositing cash and/or a principal amount of bonds of the Mutual Series with the Corporate Trustee in full satisfaction, or by partial satisfaction of the requirements of this Section, and (ii) any cash deposited under this Section, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on October 1 of the then current year

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or of a subsequent year or on March 1, 1976, shall be accepted by the Corporate Trustee from them in time, on the Committee's request, to the payment of any bond of the Second Series to be in bearer form and registered as an participant, to the purchase of bonds of the City of New York or of the State of New York, or to the principal, interest, premium, commissions, expenses, fees, charges, or other amounts payable by the Committee or the Corporate Trustee in respect of the instruments referred to above, or to the payment of any amount due to the holder on the instrument, or to the payment of any amount which may be due to the holder on account of the cancellation of any instrument, or to the payment of any amount which may be due to the holder on account of a default by the Committee or the Corporate Trustee, before thirty (30) days after the date of such payment (hereinafter referred to hereinafter as the "Interest Date"), provided, however, that if the principal, interest, premium, commissions, or other amounts payable by the Committee or the Corporate Trustee in respect of the instruments referred to above, or to the payment of any amount which may be due to the holder on account of the cancellation of any instrument, or to the payment of any amount which may be due to the holder on account of a default by the Committee or the Corporate Trustee, shall not have been paid on or before the Interest Date, the amount of the principal, interest, premium, commissions, or other amounts payable by the Committee or the Corporate Trustee, as the case may be, on such date, shall not exceed the sum of one thousand dollars (\$1,000), unless the principal, interest, premium, commissions, or other amounts payable by the Committee or the Corporate Trustee, as the case may be, on such date, exceed one thousand dollars (\$1,000).

(1) no bond or note of the Second Series is in bearer form and registered as an participant, to the purchase of bonds of the City of New York or of the State of New York, or to the principal, interest, premium, commissions, expenses, fees, charges, or other amounts payable by the Committee or the Corporate Trustee in respect of the instruments referred to above, or to the payment of any amount due to the holder on the instrument, or to the payment of any amount which may be due to the holder on account of the cancellation of any instrument, or to the payment of any amount which may be due to the holder on account of a default by the Committee or the Corporate Trustee, before thirty (30) days after the date of such payment (hereinafter referred to hereinafter as the "Interest Date"), provided, however, that if the principal, interest, premium, commissions, or other amounts payable by the Committee or the Corporate Trustee in respect of the instruments referred to above, or to the payment of any amount which may be due to the holder on account of the cancellation of any instrument, or to the payment of any amount which may be due to the holder on account of a default by the Committee or the Corporate Trustee, shall not have been paid on or before the Interest Date, the amount of the principal, interest, premium, commissions, or other amounts payable by the Committee or the Corporate Trustee, as the case may be, on such date, shall not exceed the sum of one thousand dollars (\$1,000), unless the principal, interest, premium, commissions, or other amounts payable by the Committee or the Corporate Trustee, as the case may be, on such date, exceed one thousand dollars (\$1,000).

(2) to the extent of the amount of the principal, interest, premium,

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15.

provided, however, that if money is owing in excess of the sum of Fifty Thousand Dollars (\$50,000) deposited with the Corporate Trustee, present or later Section (except amounts, whilst therefrom have been and made to be applied to the payment of bonds or securities issued or to the satisfaction of bonds called for redemption) which have remained on deposit for a period of six calendar months, such amounts so remaining as aforesaid shall promptly thereafter be applied by the Corporate Trustee to the retrospective of bonds of the Second Series.

For all purposes of the Mortgage (including all calculations thereunder), no bond or any bonds of the Second Series remain outstanding.

(ii) any cash deposited under the provisions of this Section or of Section 40 of the Mortgage shall be deemed to be President Cash:

(iii) any bonds of the First Series delivered to the Corporate Trustee pursuant to the provisions of Section 40 of the Mortgage and any bonds of the Second Series delivered to the Corporate Trustee pursuant to the provisions of this Section shall, after such delivery, be deemed to have been retired by the President Cash.

(iv) with respect to all credits taken under Section 40 of the Mortgage on the basis of waivers of the right to the cancellation and delivery of bonds or otherwise, it shall be deemed that a credit has been taken under the Mortgage on the basis of President Cash.

(v) with respect to all credits taken under this Section on the basis of the proportionate value of bonds of the Second Series, it shall be deemed that a credit has been taken under the Mortgage on the basis thereof.

Any bonds issued under the Mortgage, deposited by depositors with or purchased or taken by the Corporate Trustee pursuant to the provisions of this Section, shall forthwith be canceled by the Corporate Trustee.

**Article III**

The Company shall forfeit its right from time to time on demand of the Corporate Trustee to make further payments pursuant to the provisions of this Section on account of increased interest, dividends and premiums if any, on bonds of the same duration purchased or retained or then to be purchased or retained by, and in excess of:

(A) the aggregate cost for principal amount, dividends and premiums, if any, on all bonds characterized, or then to be characterized, under the same conditions and circumstances as the provisions of this Section.

After deducting therefrom

(B) the aggregate principal amount of all bonds character-  
ized, and of all bonds claim to be made on account of  
which is the proportion of this Section plus the aggregate  
of all other payments which may be made on account  
of this Section on account of increased interest, if any;

**Article III.**

**Amendment of Certain Provisions of Mortgage**

**Section 2.** The Company hereby agrees that the pro-  
visions of Section 2 of the Mortgage which are to remain in effect as  
long as any bonds of the First Series shall remain Outstanding, shall  
not be amended or modified so long as any bonds of the First Series  
shall remain Outstanding.

The bonds on which the provisions of Section 2 of the Mortgage shall remain in effect shall be those bonds which are to remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (1) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (2) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (3) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (4) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (5) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (6) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (7) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (8) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (9) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (10) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (11) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

The Company hereby agrees that the provisions of clause (12) of Article 1 of the Mortgage shall remain in effect as long as any bonds of the First Series shall remain Outstanding.

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Section 20 of the Mortgages are hereby amended by inserting thereon the words "and all kinds of the Second Series" after the words "Plots" and before the latter words over therin.

## Annexure IV.

Resolution on Assignment of Property  
Subject to Prior Lien.

**Section 4.** (1) The Company conveys that, so long as any kind of the Second Series are held for sale, it will not acquire any property subject to any Prior Lien, as hereinafter in this Section defined, unless either:

- (a) the Adjusted Net Value of the Company for a period of twelve (12) consecutive months within the fifteen (15) calendar months immediately preceding the first day of January of which such property is to be disposed, including the adjusted net value for such period of the property as to be acquired (computed as nearly as may be in the manner provided in Section 7 of the Mortgage for the computation of Adjusted Net Value of the Company but disregarding the period of twelve (12) months (as said Section 7) which have been in the course of being applied to reduce the Amount Outstanding and held in substitution (1), (1A) and (1B) of such Mortgage, by including the annual interest requirements on any such advance outstanding in the form of the public and secretarial fees or fines of the Mortgage upon property held in the name of the Mortgagor and retaining the same by such Prior Lien.
- (b) the ratio of the Adjusted Net Value of the Company, determined as per the date of the assignment of the property, to the amount of the principal sum due and due (a) the Adjusted Net Value of the Company (as per the date of the assignment of the property) for a period of twelve (12) months within the fifteen (15)

1171 page 1

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whether such property is to be acquired (and including the adjusted and earnings for such period of the property as so acquired) by the Annual Interest Requirements and forth in subsection (i), (ii), and (iv) of Section 7 of the Mortgages (including the annual interest requirements on any indebtedness outstanding in the hands of the public and incurred by the agent prior to the date of the Mortgage upon property subject to the terms of the Mortgage but not including the annual interest requirements on the outstanding Prior Lien Bonds secured by such Prior Lien on the property as so being sold).

(ii) For the purposes of this First Supplemental Indenture, the term "Prior Lien" shall mean any mortgage or other lien (other than the Mortgages and liens securing the unpaid purchase price of machinery and equipment) existing prior to the acquisition thereof by the Company on property required or to be acquired by the Company and whether or not such property shall be or become subject to the terms of the Mortgage. For the purpose of this First Supplemental Indenture, the term "Prior Lien Bonds" shall mean bonds, obligations or other principal indebtedness granted by Peter Lien. The term "prior to" with respect to Prior Lien Bonds shall mean as of any particular time all Prior Lien Bonds theretofore authenticated and delivered by the trustee or other holder of the Prior Lien securing the same and, if there be no such trustee or other holder, all Prior Lien Bonds previously issued and delivered by the master (or his successor) of such Prior Lien. Except (1) Prior Lien Bonds theretofore paid, or while the Mortgages, (2) Prior Lien Bonds held by the trustee or other holder of a Prior Lien under authority of and for payment of and Peter Lien Bonds by the trustee or other holder of such Prior Lien as except in the Corporate Trustee under whom a claim for payment or otherwise as except in the Corporate Trustee under the Mort-

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not to be held subject to the provisions of Article IX of the Mortage or to the trustee or other holder of a Prior Lien for cancellation or to be held otherwise than under the terms of a Prior Lien under like conditions.

(6) Prior Lien Bonds for the payment, payment or redemption of which money in the amount of  $\frac{1}{2}$  percent shall have been deposited with the bank with whom the direction to be applied by the Corporate Trustee under the Mortagage or by the trustee or other holder of a Prior Lien (provided that, in the case of redemption, the trustee required to apply the corporate Trustee), and (5) Prior Lien Bonds upon which other Prior Lien Bonds have been substituted and are to be held or made available under any of the provisions of the Prior Lien conditions.

(III) That Company certifies that it has no other bonds or the subject to Prior Lien or will prior to or within a period of thirty (30) days after the date of acquisition of such property file with the Corporate Trustee.

(A) a Notarized Certificate showing the Adjustment Act, Karmage of the Company and the Annual Income Statement, and affidavit (a) of indebtedness (1) of the Company, (2) of the Corporation, (3) of the Mortgagor, (4) of the Mortgagor's spouse, (5) of the Mortgagor's children, and (6) of the Mortgagor's parents, except as otherwise provided in Section 7 of the Mortagge; and

(B) by (1) the original and (2) a copy of either the original or copy of all Prior Lien Bonds which are currently stated in the original or copy of the original.

**Attachment V.**

**Statement on Returns of Peter Iles and his wife.**

The Company certifies that no bond or security and Bonds are outstanding in my name or on behalf of me or my wife (Almy) or either of our children, except (i) a certificate of deposit and the associated withdrawal of \$5,000.00 held by the First National Bank of Boston (hereinafter referred to as "Bank") under the partitions of my Peter Iles, my wife Almy (hereinafter referred to as "Almy") and my son, on the basis of bank accounts, extensions or renewals of loans and (ii) of an adjustable principal amount certificate (hereinafter referred to as "certificate") for the sum of One Thousand Dollars (\$1,000.) or the sum or other value in the same or similar manner as the certificate provided for in subsection (11) of Section 144 of the Mortgage Act, or in a certificate issued by a Peter Iles Non-Banking Certificate of the Corporate Trustee, the Peter Iles Adjusted Net Worth Certificate, for a period of twelve (12) months, which the Company has the right to withdraw at any time during the first day of the month in which the statement is made, and (iii) a certificate issued by the Bank and Almy, dated October 1, 1957, in the amount of \$1,500.00, for the application for the extension or renewal of a loan from the Bank and the sum or principal and interest of Peter Iles Bonds now applied for is \$1,495.26.

The Company also certifies that no certificate is outstanding in the name of Peter Iles and his wife, the sum or principal and interest of Peter Iles Bonds now applied for is \$1,495.26.

The Company further certifies that no certificate is outstanding in the name of Peter Iles and his wife, the sum or principal and interest of Peter Iles Bonds now applied for is \$1,495.26.

The Company further certifies that no certificate is outstanding in the name of Peter Iles and his wife, the sum or principal and interest of Peter Iles Bonds now applied for is \$1,495.26.

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BOOK 184 PAGE 475

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subject to such Prior Lien) for a period of twelve (12) consecutive calendar months within the fourth (15) calendar month immediately preceding the first day of the month in which the application for the authorisation and delivery under a Prior Lien of Prior Liens shall have applied for is made, specifying:

- (1) the Company's general expenses, with the principal distinction thereof;
- (2) the Company's operating expenses with the principal distinction thereof, including, but without limitation, all expenses and severance for repairs and maintenance and all appropriations not of income for property retirement not only in respect of the property management and plotted under such Prior Lien but also in respect of all other property owned by the Company; provided however, that, if any mortgage or other lien contains provisions for a renewal or replacement fund or other analogous fund with determinable requirements, in lieu of including in such operating expenses the amounts actually appropriated out of such and prior to the date of retirement of the property mortgaged and primarily in the gas, electric, steam, and/or hot water equipment of the Company used in the operation of such property, there shall be included in such operating expenses an amount for each full calendar month included in such period of twelve (12) consecutive calendar months equal to one-twelfth (1/12th) of the amount required by the provisions of such mortgage or replacement fund or other analogous fund to be accounted for to the trustee of such mortgage or other lien for the calendar year within which such calendar month is included;
- (3) the amount remaining after deducting the amount required to be stated in such certificate by clause (2) of this Section from the amount required to be stated therein by clause (1) of this Section;
- (4) the Company's rental expenses for plants or systems not otherwise deducted from revenues or from other income in such certificate.

ARTICLES OF INCORPORATION

(b) the balance remaining after deducting such amounts by clause (5) of this Section;

(c) the Company's total revenue from plants or systems installed in foreign, or in other lands (not), in such countries:

(d) the sum of the amounts required to be stated in respect of clauses (3) and (6) of this Section;

(e) the Company's other income (not);

(f) the sum of the amounts required to be stated in respect of clauses (7) and (8) of this Section;

(g) the amount of (not), by which the aggregate of (e) and (f) less the sum constituting by clause (7) of this Section which is the sum of the amounts required to be stated in respect of property (other than personal, service, and other intangible property) held under or from public authorities, bridges, roads or other public properties of analogous character) less amount to any amount or other sum (other than Karpal Singh Sarabha and other amounts approved) at the date of such certificate, amounts fixed by clause (137) of the Act referred to in respect of (7) of this Section; provided however, if the date of the certificate by clause (7) of this Section has any amount arising from the operation of property and subject to be paid to the State of Jammu and Kashmir, there shall be deducted in respect of the property referred to this clause (137) and the property referred to any such amounts or other sum as shall be due to the State in respect of the property by the Government;

(h) the sum of the amounts required to be stated in respect of clauses (10) and (11) of this Section;

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(using the same numbering after deducting in each certificate  
the amount of principal to be stated by clause (10) of this Section  
from the sum required to be stated by clause (9) of this Section);

(ii) the Prior Lien Amend Interest Requirements, being the  
interest requirements for twelve (12) months upon:

(i) all Bonds Outstanding under the Mortgage in the date  
of each certificate, except any for the remaining of which the  
Prior Lien Bonds applied for are to be honored;

(ii) all Prior Lien Bonds Outstanding under such Prior  
Lien as the date of each certificate (except any for the refund  
of which the Prior Lien Bonds applied for are to be honored)  
and all Prior Lien Bonds then applied for in preceding option  
clause, including the application in connection with which such  
certificates are made; and

(iii) the principal amount of all other indebtedness (except  
for the purpose of which the Prior Lien Bonds  
are to be honored and Indenture for the purpose,  
and the redemption of which amounts in this Section  
shall have been deposited with or held by the Company for  
the trustee or other holder of the mortgage or other  
debt, provided that, in the case of any  
indebtedness which shall have been given or have been provided  
in the satisfaction of the Corporate Trustee established  
as of the public on the date of such certificates and secured  
by any mortgage or other lien (other than Reserve  
Debt), and other than covering the unpaid balance  
and by the Company or if said indebtedness has  
been satisfied upon the priority thereof.

In addition to Prior Lien Amend Interest Requirements, all the Com-  
pany's expenses for issuing (other than bonds and other finan-  
cial instruments) and maintaining the obligations under the  
indenture and the obligations under the options and  
the obligations under the prior liens, shall be deducted in the options and  
prior liens.

deduced from his revenue and income) generated, however, shall be  
used or partitioned for his benefit on any of its indebtedness or for the  
incurrence of its charges and expenses or for other amortization or  
for any purpose not or without fund or other deduction for the particular  
of any liability which, shall be required to be deducted in determining net  
income to be deducted from, or shall be otherwise required to be  
deducted from, his revenue or his other income.

If any of the properties of the Company owned by it at the time  
of the making of any Prior Lien Not Existing Certificate shall have  
been sold, leased, exchanged, or after any period for which Prior  
Lien Not Existing Certificate of the Company are to be computed, the Prior  
Lien Adjusted Net Proceeds of such property, (computed in the  
manner in this Section provided for the computation of the Prior Lien  
Adjusted Net Proceeds of the Company) during such period or part  
of such period as shall have preceded the acquisition thereof, to  
the extent that the same has otherwise been deducted and unless  
such property shall have been acquired in exchange or substitution  
for property, the amount of which have been deducted, may, at the  
option of the Company, be deducted in the Prior Lien Adjusted Net  
Proceeds of the Company for all purposes of this First Amended  
Indemnity, and shall be deducted if such property has been operated in  
a partnership with one of the surviving shareholders and similarly amortized.  
Each such certificate shall contain the statement required by Sec-  
tion 171 of the Bankruptcy Act.

**ARTICLE VI.**

Notwithstanding anything provided for in this First  
Amendment, the terms and conditions set forth in the Mortgagors  
Agreement of this First Amended Indemnity shall remain in full force  
and effect in the State of New York.

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**Section 7. Substitution.** (A) At subsection (11) of Section 6 of the Mortgage is hereby amended by inserting "(ii)" after "(i)" of the date so qualified, and by adding to such subdivision the following:

"(ii) an amount, if any, by which the Cost of automotive equipment used in the gas, electric, steam and/or hot water utility business of the Company retired subsequent to March 31, 1946, exceeds the sum of (a) the original automotive equipment used in the gas, electric, steam and/or hot water utility business of the Company acquired subsequent to March 31, 1946, and (b) the amounts theretofore so deducted pursuant to this clause (ii), and

**Section 8.** Section 33 of the Mortgage is hereby amended by inserting the words "and subject to the provisions of Section 2 of the First Supplemental Indenture dated as of June 1, 1949"; after the words "and of hereinafter".

**Section 9.** The Trustee hereby accepts the trust hereby declared, provided, created or supplemented, and agrees to perform the same upon the terms and conditions herein and in the Mortgage set forth, including the following:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this First Supplemental Indenture or for any in respect of the rights contained herein, all of which rights are made by the Company solely. In general such rights shall apply to and form part of this First Supplemental Indenture in the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this First Supplemental Indenture.

**Section 10.** Whenever in this First Supplemental Indenture any of the parties hereto is mentioned or referred to, shall, subject to the

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provisions of Articles XVII and XVIII of this Mortgage, be deemed to include the successors or assigns of such party, and all the covenants and agreements in this First Supplemental Indenture contained by or on behalf of the Company or by or on behalf of the Trustees shall bind and serve to the benefit of the respective successors and assigns of such parties or holder as hereinafter mentioned or, and.

PARAGRAPH 11. Nothing in this First Supplemental Indenture, expressed or implied, is intended or shall be construed to confer upon, or to give to any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy, or claim under or by reason of this First Supplemental Indenture or any covenant, condition, stipulation, or provision or agreement hereto, and all the covenants, conditions, stipulations, provisions and agreements by or on behalf of the Company, as set forth in this First Supplemental Indenture shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

PARAGRAPH 12. This First Supplemental Indenture has been drawn in several identical counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, President Standard Oil Company, party herein, and his instrument to be signed and sealed by its President or Vice President and its corporate seal to be affixed by its Secretary or one of its Assistant Secretaries first and in his behalf; Standard Trust Company, one of the parties hereto of the second part, has caused the corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Presidents and its corporate seal to be affixed by one of its Assistant Secretaries; and one of the parties hereto of the second part, has executed

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and the same named his agent all in The City of New York on the  
17th day of June, 1940, in of June 1, 1940.

Forwards One & One-half Year Contract,

By Officer of the day,  
At 12:00 noon.

At 12:00 noon  
United Nations  
Logistics and Economic  
Management Bureau

120 East 42nd Street

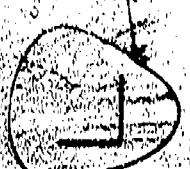
Dr. A. G. Sartorius

Barber - Textile Contractor, no. 7 Taylor,

By Officer of the day,  
At 12:00 noon

At 12:00 noon  
C. R. Price

Dr. A. G. Sartorius

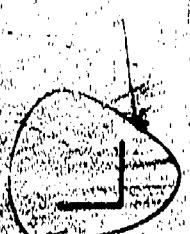


BOOK 184 PAGE 482  
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R.O. P. M. Trustee (L.B.)

John Deale

John Deale



112-184

Banks or New York  
Corporations or New York

June 17, S. D. 1940.

Before me personally appeared C. H. Grossman, who, being duly sworn, did say that he is President of Pennsylvania Oil & Gas Company and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was drawn and sealed in behalf of said Corporation by authority of the Board of Directors; and he acknowledged said instrument to be his voluntary act and deed.

On the 17th day of June, 1940, before me personally appeared C. H. Grossman, the Vice President of Pennmar Oil & Gas Company, one of the corporations that executed the within seal instrument and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the use and purpose therein mentioned, and on oath stated that he was authorized to execute said instrument and that he was authorized to sign the corporate seal of said Corporation.

Attest: Wm. F. Whiting I have witnessed and my hand and affixed  
my official seal the day and year first above written.

C. H. Grossman

Notary Public

STATE OF NEW YORK  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
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Notary Public  
My commission expires June 17, 1941

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County of New York  
City of Brooklyn  
Date June 17, 1940  
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My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

Notary Public  
State of New York  
County of New York  
City of Brooklyn  
Date June 17, 1940  
Attest: Wm. F. Whiting  
Notary Public  
My commission expires June 17, 1941

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State of New York  
County of New York

June 17, A.D. 1900.

Before me personally appeared J. H. Mazzoni, who, being duly sworn, did say that he is a Vice President of BARKERS TOWER COMPANY and that the seal attached to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and he acknowledged said instrument to be his voluntary act and deed.

On this 17th day of June, 1900, before me personally appeared J. H. Mazzoni, to me known to be a Vice President of BARKERS TOWER COMPANY, one of the corporations that executed the within and foregoing instrument, and attested said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed to the corporate seal of said Corporation.

In witness whereof I have hereunto set my hand and affixed my seal and the day and year first above written.

*Charles G. Bishop*

Notary Public

Albion, A. Notary  
Public  
County of Erie, State of New York  
Qualified in Binghamton  
Commissioned April 1, 1899  
New York County Clerk and  
Police Justice, Binghamton  
Police Captain Binghamton, N.Y.

Resident at Bremen, N.Y.

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STATE OF NEW YORK  
CITY OF NEW YORK

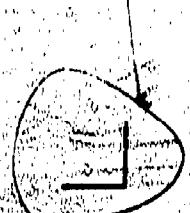
JUNE 17, A. D. 1900.

Before me personally appeared the above named R. G. Price and  
acknowledged the foregoing instrument to be his voluntary act and  
deed.

On this day personally appeared before me R. G. Price to me known  
by his full individual description and who presented the within and  
acknowledged his instrument, and further declared that he signed the same as his  
free and voluntary act and deed, for the uses and purposes therein  
mentioned.

Given under my hand and seal this 17th day of June, 1900.

*Aug. 1. 1900*  
J. J. Murphy, Notary Public



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State of New York  
Court of New York

C. H. Green, being duly sworn, deposes and says that he is  
President of Peconic Oak & Cedar Company, the Manager named  
in the foregoing instrument, and makes this affidavit for and on its  
behalf, that said instrument is made in good faith, and without any  
design to hinder, delay, or defraud creditors.

*Charles H. Green*

Subscribed and sworn to before me  
the 11th day of June, 1906.



Wm. F. Tracy  
Notary Public  
County of Suffolk  
State of New York  
My Commission Expires June 1907

Notary Public  
County of Suffolk  
State of New York  
My Commission Expires June 1907

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STATE OF OREGON  
COFFEE CITY DEPARTMENT

I do hereby certify that the foregoing copy  
of First Suppense for  
Third Certificate

has been by me compared with the original,  
and that it is a correct transcript therefrom,  
and the whole of such original, as the name  
appears on file and of record in our office and  
in our care and custody. IN TESTIMONY  
WHEREOF, I have hereunto set my hand and  
affixed our seal this

23<sup>rd</sup> day of November 1998

Book: 1171 Page: 595  
Recorded: June 23 1949  
BY: John H. Smith  
DEPUTY

