Company in an amount equal to the amount spent in the rebuilding or renewal of the property destroyed or damaged, upon receipt by the Corporate Trustee of (1) a Resolution requesting such payment, (2) an Engineer's Certificate stating the amount so expended and the nature of such rebuilding or renewal and the fair value to the Company or a Subsidiary Company of the property rebuilt or renewed and if

(A) within six months prior to the date of acquisition thereof by the Company or a Subsidiary Company, such property has been used or operated, by a person or persons other than the Company and the Subsidiary Companies, in a business similar to that in which it has been or is to be used or operated by the Company or a Subsidiary Company, and

(B) the fair value to the Company or a Subsidiary Company of such property as set forth in such Engineer's Certificate is not less than Twenty-five Thousand Dollars ($25,000) and not less than one per centum (1%) of the aggregate principal amount of the bonds at the time Outstanding under this Indenture,

the Engineer making such certificate shall be an independent Engineer, and (3) an Opinion of Counsel to the effect that the property so rebuilt or renewed is subject to the Lien hereof to the same extent as was the property so destroyed or damaged, provided, however, that to the extent that moneys paid by the Corporate Trustee to the Company, as aforesaid, shall represent the proceeds of property that was not Funded Property destroyed or damaged by fire, the property so rebuilt or renewed (for which payment by the Corporate Trustee is so made), shall not be deemed to be Funded Property.

Any such money not so applied within eighteen (18) months after its receipt by the Corporate Trustee, or in respect of which notice in writing of intention to apply the same to the work of rebuilding or renewal then in progress and uncompleted shall not have been given to the Corporate Trustee by the Company within such eighteen (18) months, or which the Company shall at any time notify the Corporate Trustee is not to be so applied, shall thereafter be withdrawn, used

or applied in the manner, to the extent and for the purposes and subject to the conditions provided in Section 71 hereof.

Every request or application by the Company for action by the Corporate Trustee pursuant to the provisions of this Section shall be accompanied by the Officers' Certificate and the Opinion of Counsel provided for in Section 131 hereof.

SECTION 38. That the Company will not, except as herein permitted, do, suffer or permit any act or thing whereby the Mortgaged and Pledged Property might or could be impaired, and it will at all times maintain, preserve and keep, or cause to be maintained, preserved or kept, the Mortgaged and Pledged Property, as an operating system or systems, in good repair, working order and condition. The Company will from time to time make or cause to be made all needful and proper repairs, replacements, additions, betterments and improvements, so that the operations and business of and pertaining to the Mortgaged and Pledged Property, as an operating system or systems, shall at all times be conducted properly and advantageously; and whenever any portion of the Mortgaged and Pledged Property shall have been worn out or destroyed or shall have become obsolete or otherwise unfit for use, the Company will procure or cause to be procured substitutes of at least equal utility and efficiency, so that at all times the efficiency of the Mortgaged and Pledged Property, as an operating system or systems, shall be fully maintained.

Nothing herein contained, however, shall be held to prevent the Company or a Subsidiary Company from permanently discontinuing the operation of or reducing the capacity of any of its plants or properties, if, in the judgment of the Company or such Subsidiary Company, it is no longer advisable to operate the same, or to operate the same at its former capacity, as the case may be, or if the Company or a Subsidiary Company intends to sell or dispose of the same and within a reasonable time shall endeavor to effectuate such sale; nor shall anything herein contained be construed to prevent the Company or a Subsidiary Company from taking such action with respect to the use

of its plants and properties as is proper under the circumstances, including the cessation or omission to exercise rights, permits, licenses, privileges or franchises which, in the judgment of the Company or such Subsidiary Company, can no longer be profitably exercised or availed of; provided, however, the Company covenants that it will, within sixty (60) days after any determination by the Company or a Subsidiary Company to permanently discontinue the operation of any of its plants or properties of a Cost determined as provided in Section 4 hereof, in any one case in excess of Five Hundred Thousand Dollars ($500,000) or in the aggregate in any period of twelve (12) consecutive calendar months in excess of One Million Dollars ($1,000,000), furnish the Corporate Trustee with an Officers' Certificate setting forth the Cost, as so determined, to the Company or a Subsidiary Company, as the case may be, of the plants or properties, the operation of which shall have been so determined to be discontinued.

Whenever (but not oftener than once in any period of five (5) years) the holders of at least twenty-five per centum (25%) in principal amount of the bonds Outstanding hereunder shall deliver to the Corporate Trustee and to the Company a written statement that they have reasonable grounds to believe that the Mortgaged and Pledged Property has not been adequately maintained in good repair, working order and condition and request the Company to furnish to the Corporate Trustee an Independent Engineer's Certificate stating whether or not the Mortgaged and Pledged Property, as an operating system or systems, has been maintained in good repair, working order and condition, and whether or not there is any property of the Company or of a Subsidiary Company which should be retired on its books as having ceased permanently to be used or useful in the business of the Company or such Subsidiary Company and which has not been so retired, the Company shall cause such Independent Engineer's Certificate to be furnished to the Corporate Trustee within a reasonable time after such request. If such independent Engineer shall report that the Mortgaged and Pledged Property, as an operating system or systems, has not been maintained in good repair, working order and condition, he

shall state clearly in his report the character and extent of, and the estimated cost of making good, the deficiency in such maintenance, and, if longer than one year, the time reasonably necessary to make good such deficiency and, if he shall report that there is property of the Company or of a Subsidiary Company which should be retired on its books as having ceased permanently to be used or useful in its business and which has not been so retired, his report shall briefly describe such property. Said report shall be placed on file by the Corporate Trustee and shall be open to inspection by any bondholder at any reasonable time.

Notwithstanding any provision of this Indenture, the Company shall not be required to incur expense in excess of Ten Thousand Dollars ($10,000) during any period of five (5) years in connection with furnishing the Independent Engineer's Certificates and reports referred to above in this Section and all obligations of the Company under this Section with respect to such certificates and reports shall be contingent upon its ability to furnish such certificates and reports without incurring expense in excess of such amount.

If the Company, within thirty (30) days after the filing of the report of such independent Engineer, objects in writing delivered to the Corporate Trustee to the amount stated therein as aforesaid as the estimated cost of making good such maintenance deficiency and/or to the property stated therein which should be retired upon the books of the Company or a Subsidiary Company, as the case may be, then the amount of such maintenance deficiency, if any, and/or the property, if any, so to be retired upon the books of the Company or such Subsidiary Company shall be forthwith referred to three (3) arbitrators selected in the following manner: The Corporate Trustee, within ten (10) days after the expiration of said period of thirty (30) days, shall name one arbitrator and give notice of such selection to the Company. Within ten (10) days after receipt of such notice, the Company shall name one arbitrator and give notice of such selection to the Corporate Trustee, and failure so to do shall entitle the Corporate Trustee to name an arbi-

trator to represent the Company. The two thus selected shall, within ten (10) days after the appointment of the arbitrator representing the Company, select a third arbitrator, but if said arbitrators are unable, within said ten (10) days, to agree upon such third arbitrator, then, upon the election of either the Company or the Corporate Trustee, any District Judge of the United States of America for the District in which the Corporate Trustee has its principal place of business may appoint such third arbitrator, upon application to said District Judge by either party after five (5) days' notice thereof to the other party. The written decision of a majority of such arbitrators shall be filed as soon as practicable with the Corporate Trustee and a copy thereof delivered to the Company, and shall be binding upon the Trustees, the Company and the bondholders.

Within one year from the date of the report of such independent Engineer or the date of such decision of arbitrators, whichever is later, or such longer period as may be reported by such independent Engineer or the arbitrators, as the case may be, to be reasonably necessary to make good any such deficiency, no statement contained in any report of any independent Engineer filed with the Corporate Trustee, as hereinbefore in this Section provided, shall be deemed to be in any way evidence or proof of a failure to comply with this Section.

The Company shall, with all reasonable speed, do or cause to be done such maintenance work as may be necessary to make good any such maintenance deficiency as shall have been determined to exist as hereinabove provided at the time of the report of such independent Engineer or at the time of such decision of arbitrators, as the case may be, whereupon such independent Engineer or such arbitrators, as the case may be (or, in case of his or their refusal or inability to act, some other independent Engineer), shall report in writing to the Corporate Trustee whether such deficiency has been made good.

Unless the Corporate Trustee shall be so advised in writing by such independent Engineer or arbitrators, as the case may be, within one year from the date of the report of such independent Engineer

or the date of such decision of arbitrators, as the case may be, or such longer period as may be reported by such independent Engineer or the arbitrators, as the case may be, to be reasonably necessary for the purpose, that such deficiency has been made good, the Company shall be deemed to have defaulted in the due performance of the covenants of this Section, so far as concerns the maintenance of the Mortgaged and Pledged Property; and in any proceedings consequent upon such default, said report or reports of such independent Engineer or said decision or decisions of such arbitrators, as the case may be, shall be conclusive evidence against the Company of the existence of the facts and conditions therein set forth.

All expenses incurred pursuant to this Section shall be borne by the Company except to the extent, if any, borne by a Subsidiary Company.

In the event that any regulatory authority having jurisdiction for the purpose shall determine that the expenditures required by this Section for repairs and maintenance are excessive or shall, by order or regulation, prohibit, in whole or in part, any such expenditures for repairs and maintenance, then, upon filing with the Corporate Trustee a certified copy of such order or a copy of such regulation, as the case may be, the Company shall, so long as such order or such regulation remains in effect, be relieved from compliance with the covenants contained in this Section in regard to the maintenance of the Mortgaged and Pledged Property, to the extent that such expenditures for repairs and maintenance shall have been held excessive or shall be prohibited.

The Company covenants that it will promptly retire on its books of account and cause each Subsidiary Company to retire on its books of account all property included in plant account (except real estate held for the purpose of sale or resale) that has, in the opinion of the Company or such Subsidiary Company, as the case may be, ceased permanently to be used or useful in its business or which pursuant to the provisions of this Section any independent Engineer has reported

to the Company more than thirty (30) days prior thereto (without written objection thereto having been delivered to the Corporate Trustee by the Company), or any arbitrators have determined, should be retired on the books of the Company or a Subsidiary Company as having ceased permanently to be used or useful in the business of the Company or such Subsidiary Company.

SECTION 39. (I) The Company covenants that it will, within ninety (90) days after the close of the calendar year 1944 and of each calendar year thereafter, file with the Corporate Trustee an Officers' Certificate (hereinafter called an "Officers' Certificate of Maintenance"), stating the following:

(1) the Adjusted Gross Operating Revenues as in Section 7 hereof defined, of the Company and, if any, the Subsidiary Companies for the calendar year next preceding such filing;

(2) the amount which is fifteen per centum (15%) of such Adjusted Gross Operating Revenues;

(3) expenditures during the preceding calendar year in repairing and maintaining the Mortgaged and Pledged Property and the automotive equipment of the Company and such Subsidiary Companies used in their or its electric, gas, steam or hot water utility business;

(4) an amount equal to the aggregate amounts deducted pursuant to the provisions of clause (A) of Section 4 hereof from the Cost or fair value of Property Additions in respect of Funded Property retired less the aggregate amounts added pursuant to the provisions of items (a), (b) and (c) of clause (B) of said Section 4 in any Engineer's Certificate or Engineer's Certificates theretofore delivered to the Corporate Trustee pursuant to any of the provisions of this Indenture, which amounts shall not theretofore have been made the basis of a credit under this subsection (I) and which the Company then elects to make the basis of a credit under this subsection (I)

(5) the Cost or fair value to the Company or a Subsidiary Company, as the case may be, whichever is less, as shall be stated

in an Engineer's Certificate and/or Independent Engineer's Certificate delivered to the Corporate Trustee, of any Property Additions of the Company and the Subsidiary Companies or any of them which are not then Funded Property (without making any of the deductions and additions provided for in subsection (III) of Section 4 hereof) and which Property Additions the Company then elects to make the basis of a credit under this subsection (I);

(6) the principal amount of each bond to the authentication and delivery of which the Company shall then be entitled under the provisions of Section 26 or Section 29 hereof by virtue of compliance with all applicable provisions of said Section 26 or Section 29, as the case may be (except as hereinafter in this Section otherwise provided); and that the Company elects to make its right to the authentication and delivery of such bond the basis of a credit under this subsection (I);

(7) the principal amount of each bond theretofore retired pursuant to Section 74 hereof but which has not theretofore been made the basis of a credit under this subsection (I) or under Section 40 hereof and which the Company then elects to make the basis of a credit under this subsection (I), and which was retired either (a) by the use of cash representing the proceeds of property that was not Funded Property released, taken by eminent domain or purchased by any governmental body or agency or its designee upon the exercise of any right which it may have had to purchase the same or designate a purchaser thereof, or of cash representing payment on account of principal of, or consideration for the release of, obligations secured by purchase money mortgage which shall have been deposited with the Corporate Trustee as the basis for the release of property that was not Funded Property, or (b) by the use of cash deposited with the Corporate Trustee solely by reason of the Company's obligation under Section 74 hereof to replace an equivalent amount of cash of the character specified in the preceding subclause (a) theretofore withdrawn from the Corporate Trustee on the basis of Property Additions or on the basis of the waiver of a right to the authentication and delivery of bonds under Section 26 or Section 29 hereof;

(8) expenditures since December 31, 1943, for automotive equipment of the Company and, if any, the Subsidiary Companies used in their or its electric, gas, steam and/or hot water utility business and acquired, made or constructed by the Company or a Subsidiary Company, as the case may be, to renew or replace, or in substitution for, or in lieu of, any other automotive equipment of the Company or such Subsidiary Company used in its electric, gas, steam and/or hot water utility business, which expenditures shall not theretofore have been made the basis of a credit under this subsection (I) and which expenditures the Company then elects to make the basis of a credit under this subsection (I);

(9) the amount, if any, required to be stated by clause (10) below in the next preceding Officers' Certificate of Maintenance, if any;

(10) the amount, if any, by which the aggregate of the amounts required to be stated by clauses (3) to (9), both inclusive, above in the certificate then being made exceeds the amount required to be stated by clause (2) above in such certificate; and

(11) the amount, if any, by which the aggregate of the amounts required to be stated in clauses (3) to (9), both inclusive, above in the certificate then being made is less than the amount required to be stated in clause (2) above in such certificate.

The Company covenants to deposit with the Corporate Trustee in cash within ninety (90) days after the close of each such calendar year an amount equal to any amount required to be stated by clause (11) above in the Officers' Certificate of Maintenance required to be filed within such ninety (90) day period.

Any cash delivered to the Corporate Trustee under the provisions of this subsection (I) shall be held by it as part of the Mortgaged and Pledged Property and

(a) may be withdrawn by the Company in an amount equal to the aggregate amounts deducted pursuant to the provisions

of clause (A) of Section 4 hereof less the aggregate amounts added pursuant to the provisions of items (a), (b) and (c) of clause (B) of said Section 4 in any Engineer's Certificate or Engineer's Certificates theretofore delivered to the Corporate Trustee pursuant to any of the provisions of this Indenture, which amounts shall not theretofore have been made the basis of a credit under this subsection (I) and which amounts the Company then elects in an Officers' Certificate filed with the Corporate Trustee to make the basis of a credit under this subsection (I) against such withdrawal of cash;

(b) may be withdrawn by the Company in an amount equal to the Cost or fair value to the Company or a Subsidiary Company, as the case may be, whichever is less, as shall be stated in any Engineer's Certificate or Independent Engineer's Certificate delivered to the Corporate Trustee, of any Property Additions of the Company and the Subsidiary Companies or any of them which are not then Funded Property (without making any of the deductions or additions provided for in Section 4 hereof) and which Property Additions the Company then elects to make the basis of a credit under this subsection (I) against such withdrawal of cash;

(c) may be withdrawn from time to time by the Company in an amount equal to the principal amount of each bond to the authentication and delivery of which the Company shall then be entitled under the provisions of Section 26 or Section 29 hereof by virtue of compliance with all applicable provisions of said Section 26 or Section 29, as the case may be (except as hereinafter in this Section otherwise provided), and the right to the authentication and delivery of which bonds the Company elects to make the basis of a credit under this subsection (I) against such withdrawal of cash;

(d) may, upon the request of the Company, be used by the Corporate Trustee for the purchase of bonds issued hereunder in accordance with the provisions of Section 65 hereof; or

(e) may, upon the request of the Company, be applied by the Corporate Trustee to the redemption of any bonds issued hereunder which are, by their terms, redeemable before maturity

of such series as may be designated by the Company, such redemption to be in the manner and as provided in Article XI hereof.

Such moneys shall, from time to time, be paid out or used or applied by the Corporate Trustee, as aforesaid, upon the request of the Company evidenced by a Resolution.

Any Property Additions which shall have been made the basis of a credit for any purpose under this subsection (I) shall have the status of Funded Property. Any election of a credit for any purpose under this subsection (I) based upon the right to the authentication and delivery of any bond or fraction of a bond shall operate as a waiver by the Company of its right to the authentication and delivery of such bond or fraction of a bond and such bond or fraction of a bond may not thereafter be authenticated and delivered hereunder and any bond or Qualified Lien Bond which has been made the basis of any such right to the authentication and delivery of any bond or fraction of a bond so waived shall be deemed to have been made the basis of a credit under this subsection (I); provided, however, that if at any time and from time to time after such an election the Company shall file with the Corporate Trustee an Officers' Certificate referring to such election and stating:

(i) an amount equal to the aggregate amounts deducted pursuant to the provisions of clause (A) of Section 4 hereof less the aggregate amounts added pursuant to the provisions of items (a), (b) and (c) of clause (B) of said Section 4 in any Engineer's Certificate or Engineer's Certificates theretofore delivered to the Corporate Trustee pursuant to any of the provisions of this Indenture, which amounts shall not theretofore have been made the basis of a credit under this subsection (I) and such amounts the Company then elects to make the basis of a credit under this subsection (I) in lieu of an equal principal amount of bonds, the right to the authentication and delivery of which has theretofore been waived pursuant to the provisions of this subsection (I); or

(ii) the Cost or fair value to the Company or a Subsidiary Company, as the case may be, whichever is less, as shall be stated in an Engineer's Certificate or Independent Engineer's Certificate delivered to the Corporate Trustee of any Property Additions of the Company and the Subsidiary Companies or any of them which are not then Funded Property (without making any of the deductions and additions provided for in subsection (III) of Section 4 hereof) and which Property Additions the Company then elects to make the basis of a credit under this subsection (I) in lieu of an equal principal amount of bonds the right to the authentication and delivery of which has theretofore been waived pursuant to the provisions of this subsection (I);

then, and in that event, notwithstanding any other provisions of this Indenture, the Company's waiver made by such election of the right to the authentication and delivery of bonds in the aggregate principal amount specified in the Officers' Certificate filed pursuant to this proviso shall forthwith cease to be effective and the waiver of such right shall no longer be deemed to have been made.

In every case in which any credit under this subsection (I) is, in whole or in part, based upon Property Additions of the Company or a Subsidiary Company as permitted under clause (5), clause (b) or clause (ii) of this subsection (I), the Company shall comply with all applicable provisions of this Indenture (except subsections (II) and (III) of Section 4 hereof) as if such Property Additions were made the basis of an application for the authentication and delivery of bonds thereon (equivalent in principal amount to sixty per centum (60%) of the credit so to be based on such Property Additions), except that in no such case shall the Company be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolutions, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 hereof.

In every case in which any credit under this subsection (I) is to be based in whole or in part upon the right to the authentication and delivery of bonds, as permitted under clause (6) or clause (c) of this

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subsection (I), the Company shall comply with all applicable provisions of Section 26 or Section 29 hereof, as the case may be, relating to such authentication and delivery, except that in no such case shall the Company be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earnings Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 hereof.

If at any time cash in excess of Fifty Thousand Dollars ($50,000) shall have remained on deposit with the Corporate Trustee under the provisions of this subsection (I) for a period of three years, with respect to which the Company shall not have made a proper request for the withdrawal, use or application of the same as above provided, all cash so remaining on deposit shall be applied by the Corporate Trustee to the purchase or redemption of bonds (of such series as may be designated by the Company) in accordance with the provisions of Article XI hereof, and the Corporate Trustee shall have power to give all necessary notices and to do all other acts and things to effect such purchase or redemption.

(II) Every request or application by the Company for action by the Corporate Trustee pursuant to the provisions of this Section shall be accompanied by the Officers' Certificate and the Opinion of Counsel provided for in Section 131 hereof.

(III) So long as any of the bonds of the 1968 Series remain Outstanding, it will not pay any dividend upon its capital stock (except one or more dividends in shares of its own common stock) or make any distribution of, or purchase of, any of the shares of its capital stock if

(a) the aggregate of all dividends subsequent to September 30, 19[illegible] upon its stock of any class or class[illegible] (except one or more dividends in shares of its own common [illegible]ock) and all distributions on and/or purchases of its capital stock subsequent to September 30, 1943, shall exceed the aggregate of (1) the net amount received by the Company in respect of the issue and sale of any shares of its capital stock subsequent to September 30, 19[illegible], and (2) the net income of the Company subsequent to

September 30, 1943, and prior to the date of the payment of such dividend or the date of making such distribution or purchase, or if

(b) any payment or supplemental payment into the sinking fund provided for in subsection (I) or subsection (II) of Section 40 hereof, disregarding the proviso in said subsection (II), shall then be in arrears.

For the purpose of this calculation net income shall be determined by regarding as charges and/or credits to income, as the case may be, any and all charges and/or credits to earned surplus subsequent to September 30, 1943, representing adjustments on account of excessive or deficient accruals charged to income for taxes, and in lieu of including in operating expenses the amount actually expended or accrued for repairs and maintenance of property owned by the Company and the Subsidiary Companies and used in their electric, gas, steam or hot water utility business and the amounts actually appropriated out of income for retirement of such property, there shall be included in such operating expenses an amount equal to fifteen per centum (15%) of the Adjusted Gross Operating Revenues (as defined in Section 7 hereof) of the Company and the Subsidiary Companies.

SECTION 40. (I) The Company covenants that, so long as any of the bonds of the 1968 Series shall remain Outstanding, it will, as a sinking fund for the retirement of bonds of the 1968 Series, deliver to the Corporate Trustee on December 31 of each calendar year, beginning with the calendar year 1944 to and including the calendar year 1967, in cash and/or principal amount of bonds of the 1968 Series, Five Hundred Thousand Dollars ($500,000).

(II) The Company further covenants that, so long as any of the bonds of the 1968 Series shall remain outstanding, it will, as a supplemental payment into such sinking fund for the retirement of bonds of the 1968 Series, deliver to the Corporate Trustee in cash and/or

principal amount of bonds of the 1968 Series, on December 31 of each calendar year, beginning with the year 1948 to and including the calendar year 1953, Three Hundred and Fifty Thousand Dollars ($350,000); on December 31 of each calendar year, beginning with the calendar year 1954 to and including the calendar year 1961 Five Hundred Thousand Dollars ($500,000) and on December 31 of each calendar year, beginning with the calendar year 1962 to and including the calendar year 1967 Four Hundred Thousand Dollars ($400,000); provided, however, if the amount of gross corporate income, calculated pursuant to the provisions of subsection (IV) hereof, during the period of twelve (12) consecutive months ended September 30 next preceding any such December 31, available for any supplemental payment pursuant to the provisions of this subsection (II), as shall be specified in an Officers' Certificate made pursuant to the provisions of subsection (IV) hereof and filed with the Corporate Trustee, is less than the amount otherwise due to be delivered pursuant to the provisions of this subsection (II), then the amount of the supplemental payment into such sinking fund which the Company shall be obligated to deliver to the Corporate Trustee under this subsection (II) on December 31 of such calendar year, shall be the amount of gross corporate income so stated to be available for such purpose in such certificate, but all the unpaid arrears in such supplemental payments (being the amount by which the aggregate of all supplemental payments actually made into the sinking fund is exceeded by the aggregate of all the supplemental payments that would have been due the sinking fund except for the proviso in this subsection (II) contained) shall be added to the amount otherwise due to be delivered to the Corporate Trustee for a supplemental payment into the sinking fund pursuant to this subsection (II) on December 31 of the next succeeding calendar year and the supplemental payment due the sinking fund on December 31 of the next succeeding calendar year shall be such increased amount including all unpaid arrears.

Notwithstanding the above proviso in this subsection (II), the Company may at its election, irrespective of its gross corporate income, at any time, make all or any part of the supplemental payment then or theretofore due the sinking fund except for such proviso, including all or any part of any unpaid arrears then existing under this subsection (II).

(III) The Company, at its option (as evidenced by a written order of its Treasurer or an Assistant Treasurer delivered to the Corporate Trustee directing such credit), shall be credited against any of the requirements of subsection (I) or subsection (II) of this Section with the aggregate principal amount of:

(i) any bond(s) of the 1968 Series (a) 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 moneys in the necessary amount shall be held by the Corporate Trustee with irrevocable direction so to apply the same (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 74 hereof or with cash which, after giving effect to the provisions of Section 71 hereof, is then deemed to be or to have been Funded Cash, and, in the case of redemption, the notice required therefor shall have been given or have been provided for to the satisfaction of the Corporate Trustee) and (c) which have not theretofore been made the basis under any of the provisions of this Indenture of the authentication 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 39 hereof (subject to the provisions of clause (d) of Section 5 hereof and the provisions of Sections 39, 69 and 71 hereof, permitting the revocation of the waiver of the right to the authentication and delivery of bonds); and

(ii) any bond(s) of the 1968 Series theretofore retired (so as to be no longer Outstanding) pursuant to the provisions of Section 74 hereof, (a) which have not theretofore been made the basis of a credit under the provisions of this Section or Section 39 hereof and (b) which were so retired either (aa) by the use of cash representing the proceeds of property that was not Funded Property released, taken by eminent domain or purchased by any governmental body or agency or its designee upon the exercise of any right which it may have had to purchase the same or designate a purchaser thereof, or of cash representing payment on account of principal of, or consideration for the release of, obligations secured by purchase money mortgage which shall have been deposited with the Corporate Trustee and used as a credit in any application for the release of property that was not Funded Property, or (bb) by the use of cash deposited with the Corporate Trustee solely by reason of the Company's obligation under the provisions of Section 74 hereof to replace an equivalent amount of cash of the character specified in the preceding subclause (aa) theretofore withdrawn from the Corporate Trustee on the basis of Property Additions or on the basis of the waiver of a right to the authentication and delivery of bonds under the provisions of Section 26 or Section 29 hereof.

(IV) The Company shall file with the Corporate Trustee on or prior to December 31 in each of the calendar years 1948 to 1967, inclusive, an Officers' Certificate specifying the amount of gross corporate income, during the period of twelve (12) consecutive calendar months ended September 30 next preceding, of the Company and, if any, the Subsidiary Companies (with all intercompany items between the Company and the Subsidiary Companies or any of them eliminated) available for the supplemental payment to the Corporate Trustee for the sinking fund pursuant to the provisions of subsection (II) of this Section and stating that such amount of gross corporate income so available has been calculated by deducting from the gross operating revenues of the Company and, if any, the Subsidiary Companies, all

their operating expenses including all taxes, assessments, rentals and insurance (provided, however, in lieu of including in such operating expenses the amounts actually expended or accrued for maintenance and repairs of the Mortgaged and Pledged Property and automotive equipment of the Company and, if any, the Subsidiary Companies, used in their electric, gas, steam and/or hot water utility business and the amount of the appropriations and provisions for retirement and depreciation of such property, there shall have been included in such operating expenses an amount equal to fifteen per centum (15%) of the Adjusted Gross Operating Revenues of the Company and, if any, the Subsidiary Companies during such period of twelve (12) consecutive calendar months) and adding to the balance thereof, their other income (net) and from the sum thereof deducting the amount of all interest charges plus Five Hundred Thousand Dollars ($500,000).

No such certificate need be filed in the event that the amount of the full payment due (including all unpaid arrears) shall be delivered to the Corporate Trustee or otherwise credited. In any determination of the amount of gross corporate income during the period of twelve (12) consecutive calendar months ended on any September 30 available for the supplemental payment into the sinking fund on the next succeeding December 31, no consideration shall be given to gross corporate income received or accrued prior to the beginning of such period.

(V) Notwithstanding any other provisions of this Indenture, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on December 31 of the then current year or any subsequent year or years, by depositing cash and/or a principal amount of bonds of the 1968 Series with the Corporate Trustee in full satisfaction or in 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 December 31

of the then current year or of a subsequent year, shall be applied by the Corporate Trustee from time to time, as the Company may request,

(1) so long as any bond of the 1968 Series is in bearer form not registered as to principal, to the purchase of bonds of the 1968 Series, at the price or prices most favorable to the Company in the judgment of the Corporate Trustee, at public or private sale and with or without advertising once in a Daily Newspaper, printed in the English language, and of general circulation in the Borough of Manhattan, The City of New York, provided, however, that no bonds shall be purchased at such price (including accrued interest and brokerage) that the cost thereof to the Company will exceed the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost),

(2) so long as all bonds of the 1968 Series are in fully registered form, or in bearer form registered as to principal, to the purchase of bonds of the 1968 Series, at private sale, provided, however, that the Corporate Trustee, before making any purchases of bonds as provided in this clause (2), shall by mail notify all registered owners of bonds of the 1968 Series of the amount of cash to be applied to the purchase of such bonds and request tenders of bonds by a specified date, and on or after such date the Corporate Trustee, to the extent, as nearly as is possible, of the cash so to be applied, shall purchase the bonds so tendered at the price or prices most favorable to the Company but not exceeding the maximum price specified above and, if more bonds are offered at any specified price than there is cash then available to purchase the same, the Corporate Trustee shall prorate its purchases of bonds at such price as nearly as may be practicable between the owners of bonds offered at such price in proportion to the principal amounts of bonds of the 1968 Series registered in the names of the owners offering bonds at such price, or

(3) to the redemption of bonds of the 1968 Series;

provided, however, that if moneys in excess of the sum of Fifty Thousand Dollars ($50,000) deposited with the Corporate Trustee pursuant to this Section (except moneys which theretofore have been set aside to be applied to the purchase of bonds so tendered or to the redemption of bonds called for redemption) shall have remained on deposit for a period of six calendar months, such moneys so remaining on deposit shall promptly thereafter be applied by the Corporate Trustee to the redemption of bonds of the 1968 Series.

Any bonds issued under this Indenture delivered to, deposited with or purchased or redeemed by, the Corporate Trustee pursuant to the provisions of this Section, shall forthwith be canceled by the Corporate Trustee, and the Corporate Trustee shall periodically cremate any such canceled coupon bonds and deliver to the Company a certificate of such cremation and shall deliver any such canceled fully registered bonds periodically to the Company.

If bonds of the 1968 Series in excess of Forty-two Million Dollars ($42,000,000) in aggregate principal amount are authenticated and delivered by the Corporate Trustee under this Indenture (otherwise than upon transfer of, or in exchange or substitution for and/or in lieu of, other bonds of the 1968 Series), (i) the amount payable on each such December 31 thereafter under subsection (I) of this Section shall be increased by an amount which bears the same ratio to such additional principal amount of bonds as Five Hundred Thousand Dollars ($500,000) bears to the amount remaining after deducting from Forty-two Million Dollars ($42,000,000) the amount of all payments made into the sinking fund under subsections (I) and (II) of this Section that shall have become due prior to such December 31 (disregarding any such increase) and (ii) the amount payable on each such December 31 thereafter under subsection (II) of this Section shall be increased by an amount which bears the same ratio to such additional principal amount as the supplemental sinking fund payment (disregarding any such increase and any arrears in supplemental payments to the sinking fund) due under subsection (II) of this Section on such December

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31 bears to the amount remaining after deducting from Forty-two Million Dollars ($42,000,000) the amount of all payments made into the sinking fund under subsections (I) and (II) of this Section that shall have become due prior to such December 31 (disregarding any such increase), but the increased supplemental payments under subsection (II) of this Section shall be subject to the proviso in said subsection (II) contained.

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments into the sinking fund on account of accrued interest, brokerage and premium, if any, on bonds purchased or redeemed or then to be purchased or redeemed but not in excess of

(A) the aggregate cost to the sinking fund for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed;

after deducting therefrom

(B) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed plus the aggregate of all such further payments theretofore made into the sinking fund on account of accrued interest, brokerage and/or premium, if any.

SECTION 41. That it will, subject to the provisions of Article XVII hereof, at all times maintain its corporate existence and right to carry on business, and duly procure all renewals and extensions thereof, if and when any shall be necessary and, subject to the provisions of this Indenture, will use its best efforts to maintain, preserve and renew all the rights, powers, privileges and franchises owned by it.

SECTION 42. That it will cause this instrument and the Subsidiary Mortgages and all indentures and instruments supplemental thereto to be promptly recorded and filed and re-recorded and re-filed in such manner and in such places as may be required by law in order fully to

preserve and protect the security of the bondholders and all rights of the Trustees, and will furnish to the Corporate Trustee:

(a) Promptly after the execution and delivery of this instrument and of each Subsidiary Mortgage and of each indenture supplemental thereto, an Opinion of Counsel either stating that in the opinion of such counsel this instrument or such Subsidiary Mortgage or such supplemental indenture has been properly recorded and filed so as to make effective the lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective. It shall be a compliance with this subdivision (a) if (1) the Opinion of Counsel herein required to be delivered to the Corporate Trustee shall state that this instrument or such Subsidiary Mortgage or such supplemental indenture has been received for record or filing in each jurisdiction in which it is required to be recorded or filed and that, in the opinion of counsel (if such is the case), such receipt for record or filing makes effective the lien intended to be created by this instrument or such Subsidiary Mortgage or such supplemental indenture, and (2) such opinion is delivered to the Corporate Trustee within such time, following the date of the execution and delivery of this instrument or such Subsidiary Mortgage or such supplemental indenture, as shall be practicable having due regard to the number and distance of the jurisdictions in which this instrument or such Subsidiary Mortgage or such supplemental indenture is required to be recorded or filed.

(b) Annually after the execution and delivery of this instrument, an Opinion of Counsel either stating that in the opinion of such counsel such action has been taken, since the date of the most recent Opinion of Counsel furnished pursuant to this subdivision (b) or the first Opinion of Counsel furnished pursuant to subdivision (a) of this Section, with respect to the recording, filing, re-recording, and re-filing of this instrument and of each Subsidiary Mortgage and of each indenture supplemental thereto which shall not have been discharged pursuant to the provisions of Section 73 hereof, as is necessary to maintain the Lien hereof and thereof, and reciting the details of such action, or

stating that in the opinion of such counsel no such action is necessary to maintain such lien. Such Opinion of Counsel shall be delivered to the Corporate Trustee within three months after each anniversary of the execution and delivery of this instrument.

That it will execute and deliver and will cause the Subsidiary Companies to execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture and to make subject to the Lien hereof any property hereafter acquired, intended to be subject to the Lien hereof, and to transfer to any new trustee or trustees or co-trustee or co-trustees, the estate, powers, instruments or funds held in trust hereunder.

SECTION 43. (a) The Company covenants and agrees that it will furnish or cause to be furnished to the Corporate Trustee after the date of the execution and delivery of this Indenture between January 15 and February 1 and between July 15 and August 1, in each year, and at such other times as the Corporate Trustee may request in writing, a list in such form as the Corporate Trustee may reasonably require containing all the information in the possession or control of the Company or of its paying agents, as to the names and addresses of the holders of bonds obtained since the date as of which the next previous list, if any, was furnished. Any such list may be dated as of a date not more than fifteen (15) days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date.

(b) The Corporate Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of bonds (1) contained in the most recent list furnished to it as provided in subdivision (a) of this Section, (2) received by it in the capacity of paying agent hereunder, and (3) filed with it within two (2) preceding years pursuant to the provisions of

paragraph (2) of subdivision (c) of Section 110 hereof. The Corporate Trustee may (1) destroy any list furnished to it as provided in subdivision (a) of this Section upon receipt of a new list so furnished; (2) destroy any information received by it as paying agent upon delivering to itself as Corporate Trustee, not earlier than forty-five (45) days after an interest payment date of the bonds, a list containing the names and addresses of the holders of bonds obtained from such information since the delivery of the next previous list, if any; (3) destroy any list delivered to itself as Corporate Trustee which was compiled from information received by it as paying agent upon the receipt of a new list so delivered; and (4) destroy any information received by it pursuant to the provisions of paragraph (2) of subdivision (c) of Section 110 hereof, but not until two (2) years after such information has been filed with it.

(c) In case three or more holders of bonds (hereinafter referred to as "Applicants") apply in writing to the Corporate Trustee, and furnish to the Corporate Trustee reasonable proof that each such Applicant has owned a bond for a period of at least six (6) months preceding the date of such application, and such application states that the Applicants desire to communicate with other holders of bonds with respect to their rights under this Indenture or under the bonds, and is accompanied by a copy of the form of proxy or other communication which such Applicants propose to transmit, then the Corporate Trustee shall, within five business days after the receipt of such application, at its election, either

(1) afford to such Applicants access to the information preserved at the time by the Corporate Trustee in accordance with the provisions of subdivision (b) of this Section; or

(2) inform such Applicants as to the approximate number of holders of bonds whose names and addresses appear in the information preserved at the time by the Corporate Trustee, in accordance with the provisions of subdivision (b) of this Section, and as to the approximate cost of mailing to such bondholders

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the form of proxy or other communication, if any, specified in such application.

If the Corporate Trustee shall elect not to afford to such Applicants access to such information, the Corporate Trustee shall, upon the written request of such Applicants, mail to each bondholder whose name and address appears in the information preserved at the time by the Corporate Trustee in accordance with the provisions of subdivision (b) of this Section, a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to the Corporate Trustee of the material to be mailed and of payment or provision for the payment of the reasonable expenses of mailing, unless within five (5) days after such tender the Corporate Trustee shall mail to such Applicants and file with the Securities and Exchange Commission together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of the Corporate Trustee, such mailing would be contrary to the best interests of the holders of bonds, or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If said Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, said Commission shall find, after notice and opportunity for a hearing, that all the objections so sustained have been met and shall enter an order so declaring, the Corporate Trustee shall mail copies of such material to all such bondholders with reasonable promptness after the entry of such order and the renewal of such tender; otherwise the Corporate Trustee shall be relieved of any obligation or duty to such Applicants respecting their application.

(d) Neither the Trustees nor any paying agent shall be held accountable by reason of the disclosure of information as to names and addresses or the mailing of any material pursuant to any request made under subdivision (c) of this Section.

SECTION 44. The Company covenants and agrees

(1) to file with the Corporate Trustee within fifteen (15) days after the Company is required to file the same with the Securities and Exchange Commission, copies of the annual reports and of the information, documents, and other reports (or copies of such portions of any of the foregoing as such Commission may from time to time by rules and regulations prescribe) which the Company may be required to file with such Commission pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934; or, if the Company is not required to file information, documents, or reports pursuant to either of such sections, then to file with the Corporate Trustee and the Securities and Exchange Commission, in accordance with rules and regulations prescribed from time to time by said Commission, such of the supplementary and periodic information, documents, and reports which may be required pursuant to Section 13 of the Securities Exchange Act of 1934 in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(2) to file with the Corporate Trustee and the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required from time to time by such rules and regulations, including, in the case of annual reports, if required by such rules and regulations, certificates or opinions of independent public accountants, conforming to the requirements of Section 131 hereof, as to compliance with conditions or covenants, compliance with which is subject to verification by accountants, but no such certificate or opinion shall be required as to (A) dates or periods not covered by annual reports required to be filed by the Company, in the case of conditions precedent which depend upon a state of facts as of a date or dates or for a period or periods different from that required to be covered by such annual reports, or (B) the amount and value of Property Additions, except as provided in

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Section 28 hereof, or (C) the adequacy of depreciation, maintenance, or repairs;

(3) to transmit to the holders of bonds, in the manner and to the extent provided in subdivision (c) of Section 110 hereof with respect to reports pursuant to subdivision (a) of Section 110 hereof, such summaries of any information, documents and reports required to be filed by the Company pursuant to subdivisions (1) and (2) of this Section as may be required by the rules and regulations prescribed from time to time by the Securities and Exchange Commission; and

(4) to furnish to the Corporate Trustee (a) with or as a part of each annual report and each other document or report filed with the Corporate Trustee pursuant to subdivision (1) or subdivision (2) of this Section, an Officers' Certificate stating that in the opinion of the signers such annual report or other document or report complies with the requirements of such subdivision (1) or subdivision (2), and (b), after the Company shall have transmitted to the holders of bonds any summary of information, documents or reports pursuant to subdivision (3) of this Section, an Officers' Certificate stating that in the opinion of the signers such summary complies with the requirements of such subdivision (3).

That so long as any of the bonds issued under this Indenture shall remain outstanding, it will file with the Corporate Trustee, on or before December 1 of each year beginning with the year 1944, an Officers' Certificate stating that, except as may be set forth to the contrary in such certificate, the Company has complied with all of the provisions of this Indenture and as of the date of the certificate is not in default with respect to any of its covenants contained in this Indenture. Prior to Default, as defined in Section 75 hereof, and after the curing of all such Defaults as may have occurred, each of the Trustees shall be entitled, in the absence of bad faith on its or his part, to rely conclusively on such certificate as to the truth of the statements therein contained.

Each certificate furnished to the Corporate Trustee pursuant to the provisions of this Section shall conform to the requirements of Section 131 hereof.

SECTION 45. That books of record and account will be kept in which full, true and correct entries will be made of all dealings or transactions of, or in relation to, the plants, properties, business and affairs of the Company and each Subsidiary Company.

That it will not issue, or permit to be issued, any bonds hereunder in any manner other than in accordance with the provisions of this Indenture and that it will faithfully observe and perform all the conditions, covenants and requirements of this Indenture and of the bonds issued hereunder.

SECTION 46. That it will promptly advise the Corporate Trustee in writing of any failure to pay interest upon or principal (whether at maturity as therein expressed or by declaration, or otherwise) of any Outstanding Qualified Lien Bonds continued beyond the period of grace, if any, specified in the Qualified Lien securing the same. Subject to the provisions of Sections 98 and 99 hereof, the Trustees shall not be required to make any investigation in regard to the payment of interest upon or principal of Qualified Lien Bonds, but shall be entitled to assume until notified to the contrary that no such default has occurred and is continuing.

That upon the cancellation and discharge of any Qualified Lien securing Qualified Lien Bonds it will (unless the Qualified Lien Bonds, cash, proceeds and other property mentioned in subdivisions (*a*) and (*b*) below are thereupon otherwise disposed of as required by another Qualified Lien) cause:

(*a*) any Qualified Lien Bonds deposited with and then held by the trustee or other holder of such Qualified Lien canceled and discharged, to be canceled and notification thereof to be given to the Corporate Trustee, or, at the option of the Com-

pany, to be delivered to and deposited with the Corporate Trustee hereunder; and

(*b*) all cash which (after giving effect to the provisions of Section 71 hereof) is then deemed to be Funded Cash and all obligations secured by purchase money mortgages and all proceeds of insurance on, or of the release of, or the taking by eminent domain of, or the purchase by a governmental authority or its designee of, Funded Property, deposited with and then held by the trustee or other holder of such Qualified Lien canceled and discharged (including as to all of the foregoing all proceeds of or substitutes for any thereof then held as aforesaid), to be paid and/or delivered to and/or deposited with the Corporate Trustee hereunder, to be held as part of the Mortgaged and Pledged Property;

any such Qualified Lien Bonds constituting a part thereof to be held and disposed of under the provisions of Article IX hereof; any such cash and/or obligations secured by purchase money mortgages on property released (including any proceeds or substitutes therefor) constituting a part thereof to be paid over, withdrawn, used or applied, in the manner, to the extent, and for the purposes and subject to the conditions provided in Section 71 hereof with respect to cash and obligations secured by purchase money mortgages deposited under the provisions of Section 69 hereof; any bonds issued hereunder deposited with and then held by the trustee or other holder of such Qualified Lien canceled and discharged, to be canceled by the Corporate Trustee and the Corporate Trustee may periodically cremate any such canceled coupon bonds and deliver a certificate of such cremation to the Company and deliver any such canceled fully registered bonds to the Company; and any other property constituting a part thereof to be subject to use and release as provided with respect to such property in Article XII hereof.

That it will not permit the amount of Qualified Lien Bonds to be increased by the issue of additional Qualified Lien Bonds unless (1)

the Qualified Lien Bonds representing such increase shall be issued upon transfer of or in exchange for or in lieu of Outstanding Qualified Lien Bonds on the exercise by a holder or holders of such Outstanding Qualified Lien Bonds of the right granted by the Qualified Lien securing such Qualified Lien Bonds to have such bonds issued or unless (2) the Qualified Lien Bonds representing such increase shall be deposited with the Corporate Trustee to be held under the provisions of Article IX hereof and/or unless such Qualified Lien Bonds representing such increase shall be deposited with the trustee or other holder of a Qualified Lien (under conditions such that no transfer of ownership or possession of such Qualified Lien Bonds representing such increase by the trustee or other holder of such Qualified Lien is permissible except upon a default thereunder, or except to the Corporate Trustee hereunder to be held subject to the provisions of Article IX hereof, or to the trustee or other holder of a Qualified Lien for cancelation, or to be held uncanceled under the terms of a Qualified Lien under like conditions); that it will not apply under any provision of this Indenture for the authentication and delivery of any bonds or the withdrawal of cash or the release of property or for a credit under the provisions of Section 39 hereof by reason of the deposit with the Corporate Trustee of such Qualified Lien Bonds representing such increase; and that it will not apply under any provision of any Qualified Lien (i) for the withdrawal of cash (which, after giving effect to the provisions of Section 71 hereof, is then deemed to be Funded Cash) held by the trustee or other holder of such Qualified Lien on the basis of Funded Property, unless such cash so withdrawn shall be deposited with the Corporate Trustee hereunder to be held as part of the Mortgaged and Pledged Property and to be withdrawn, used or applied, in the manner, to the extent, and for the purposes and subject to the conditions provided in Section 71 hereof with respect to cash deposited under the provisions of Section 69 hereof, or (ii) for the release of obligations secured by purchase money mortgage (the proceeds of which, after giving effect to the provisions of Sec-

tion 71 hereof, would then be deemed to be Funded Cash) held by the trustee or other holder of such Qualified Lien on the basis of Funded Property, unless such obligations so released shall be delivered to the Corporate Trustee hereunder to be held as part of the Mortgaged and Pledged Property and to be released and otherwise dealt with, in the manner, to the extent, and for the purposes and subject to the conditions provided in Section 71 hereof with respect to obligations secured by purchase money mortgage received by the Corporate Trustee in consideration of the release of property.

That, upon the cancellation and discharge of any other lien prior to the Lien of this Indenture securing indebtedness, other than Qualified Lien Bonds, the Company will cause all cash, purchase money obligations and other property then held by the trustee or other holder of such lien, which were received by such trustee or other holder by reason of the release of, or the purchase by a governmental authority or its designee of, or which represent the proceeds of the taking by eminent domain of, or insurance on, any of the Mortgaged and Pledged Property (including all proceeds of or substitutes for any thereof) to be paid and/or delivered to and/or deposited with the Corporate Trustee hereunder to be held as part of the Mortgaged and Pledged Property, any such cash and/or purchase money obligations constituting a part thereof to be paid over, withdrawn, used or applied in the manner, to the extent and for the purpose and subject to the conditions provided in Section 71 hereof with respect to cash and purchase money obligations deposited under the provisions of Section 69 hereof, and any other property constituting a part thereof to be subject to use and release as provided with respect to such property in Article XII hereof. That the Company will not permit an increase in the aggregate principal amount of the indebtedness secured by any such lien prior to the lien of this Indenture, unless either (A) such additional indebtedness shall be deposited with the Corporate Trustee to be held hereunder as part of the Mortgaged and Pledged Property, subject to the provisions of Article IX hereof, or

(B) such additional indebtedness shall be deposited in pledge with the trustee or other holder of a Qualified Lien, pursuant to the requirements of such Qualified Lien. Nothing in this Indenture contained shall be deemed to limit the right of any successor to the Company under the provisions of Article XVII hereof, which shall not have caused this Indenture or the indenture executed as in Section 96 hereof provided to become a lien upon any of the properties or franchises of the successor corporation except as permitted in clauses (a), (b) and (c) of Section 97 hereof, to increase the indebtedness secured by lien upon any of its properties or franchises not subject to the Lien of this Indenture or of such indenture executed as in Section 96 hereof provided.

ARTICLE IX.

Concerning Qualified Lien Bonds and Bonds Secured by Lien Prior to the Lien Hereof Deposited with Corporate Trustee.

SECTION 47. Each Qualified Lien Bond or bond secured by lien prior hereto in coupon form deposited with the Corporate Trustee shall have all unmatured coupons attached when so deposited, or shall be accompanied by evidence satisfactory to the Corporate Trustee (which may be a certificate of the mortgagee or trustee under the Qualified Lien or lien prior hereto securing the same) that the discharge of the lien securing such bond may be obtained without the production of any coupon or coupons that may be missing; and each Qualified Lien Bond or bond secured by lien prior hereto so deposited shall be uncanceled. Each Qualified Lien Bond or bond secured by lien prior hereto deposited hereunder shall be in bearer form or accompanied by appropriate instruments of transfer; and the Corporate Trustee may cause any or all fully registered bonds deposited under this Article IX to be registered in its name as Corporate Trustee, or otherwise, or in the name or names of its nominee or nominees.

SECTION 48. All Qualified Lien Bonds and bonds secured by lien prior hereto received by the Corporate Trustee for the purpose of this Article IX shall be held by the Corporate Trustee, as part of the Mortgaged and Pledged Property and without impairment of the lien thereof, for the protection and further security of the bonds issued hereunder. Except during the continuance of a Default defined in Section 75 of this Indenture, no payment by way of principal, interest or otherwise on any of the Qualified Lien Bonds or bonds secured by lien prior hereto held by the Corporate Trustee shall be made or demanded and the coupons thereto appertaining as they mature shall be canceled by the Corporate Trustee and delivered so canceled to the Company, unless the Company shall, by an instrument in writing, signed by its President or a Vice-President or its Treasurer or an Assistant Treasurer, and delivered to the Corporate Trustee, elect, with respect to any of such bonds, to have such payments made and demanded, in which event the Company shall, subject to the provisions hereinafter in this Section contained, be entitled to receive all such payments. In any event, except during the continuance of a Default as aforesaid, all cash received by the Corporate Trustee (a) on account of the principal of or interest or premium on said bonds, or (b) by reason of the sale or delivery of any of said bonds to the sinking fund or other similar device for the retirement of bonds provided for in any lien securing the same (as to both (a) and (b) above, to the extent that an Officers' Certificate delivered to the Corporate Trustee shall state that such cash is not cash which, after giving effect to the provisions of Section 71 hereof, is then deemed to be Funded Cash), shall be paid over by the Corporate Trustee to or upon the order of the Company; provided that in the absence of such statement the same shall be retained by the Corporate Trustee and held as part of the Mortgaged and Pledged Property, to be withdrawn, used or applied, in the manner, to the extent and for the purposes, and subject to the conditions provided in Section 71 hereof with respect to cash deposited under the provisions of Section 69 hereof.

SECTION 49. Except during the continuance of a Default defined in Section 75 hereof, the Corporate Trustee, on the written request of the Company signed by its President or a Vice-President and its Treasurer or an Assistant Treasurer, shall cause any Qualified Lien Bonds and/or bonds secured by lien prior hereto held by it under this Article IX to be canceled, and the obligation thereby evidenced to be satisfied and discharged, provided, however, that it shall have received notice from the trustee or other holder of the lien securing the same that such trustee or other holder, on receipt of the bonds so held by the Corporate Trustee, will cause the lien securing the same to be satisfied and discharged of record, and provided, further, that the Corporate Trustee shall not be required to cause any bonds so held by it to be canceled or to be surrendered for cancellation pursuant to the foregoing provisions of this Section, unless and until the Corporate Trustee shall have received an Opinion of Counsel to the effect that there is no outstanding lien (other than Excepted Encumbrances) covering any part of the property upon which such lien exists junior to such lien and senior to the Lien hereof. Upon similar request the Corporate Trustee shall sell (on such terms as the Company shall designate) or surrender any bonds held by it subject to this Article IX to the trustee or other holder of the lien securing the same to be held uncanceled for the purposes of any improvement or sinking fund or other similar device for the retirement of bonds for which provision may have been made in the lien securing the bonds so sold or surrendered, or for cancellation, provided, however, that no such bonds shall be so sold or surrendered except for cancellation as aforesaid until the Corporate Trustee shall have received an Opinion of Counsel to the effect (*a*) that the provisions of the lien securing the bonds so to be sold or surrendered are such that no transfer of ownership or possession of such bonds by the trustee or other holder of such lien is permissible thereunder except upon default thereunder or except to the Corporate Trustee hereunder, to be held subject to the provisions of this Article IX, or to the trustee

or other holder of a lien prior hereto, for cancellation or to be held uncanceled under the terms of a lien prior hereto under like conditions, or (*b*) that all of the property subject to the lien, with respect to which such bonds have been deposited with the Corporate Trustee, has been released from the Lien of this Indenture, which shall be stated in any event if such be the fact; and provided further that if all of the property subject to any lien securing bonds deposited under this Article IX shall have been released from the Lien of this Indenture, such bonds as shall thereupon cease to be bonds secured by property subject to the Lien of this Indenture shall be surrendered forthwith by the Corporate Trustee to the Company upon its written request signed by its President or a Vice-President and its Treasurer or an Assistant Treasurer.

On the request of the Company evidenced by a Resolution, the Corporate Trustee shall permit the extension of the maturity of and/or any other modification of any bonds held by the Corporate Trustee subject to the provisions of this Article IX and/or any modification of a Qualified Lien or lien prior to the Lien hereof.

Every request or application by the Company for action by the Corporate Trustee pursuant to the provisions of this Section shall be accompanied by the Officers' Certificate and the Opinion of Counsel provided for in Section 131 hereof.

SECTION 50. Upon the occurrence of any Default defined in Section 75 hereof, the Corporate Trustee may exercise any and all rights of a bondholder with respect to the bonds then held by it under this Article IX or may take any other action which shall in its judgment be desirable or necessary to avail itself of the security created for such bonds by the liens securing the same. The Corporate Trustee shall be reimbursed from the trust estate for all expenses by it properly incurred by reason of any such action taken, with interest upon all such expenditures at the rate of six per centum (6%) per annum; and the amount of such expenses and interest shall, until repaid, have the benefit of the Lien hereof prior to the bonds and coupons issued hereunder.

ARTICLE X.

Concerning Shares of Stock and Securities Held by the Corporate Trustee.

SECTION 51. The Company covenants that it will pledge with the Corporate Trustee, subject to the provisions of this Article and Article XII hereof, to be held as part of the Mortgaged and Pledged Property all shares of stock of the Subsidiary Companies (except directors' qualifying shares, if any) owned by it.

SECTION 52. The Corporate Trustee may at any time accept any pledge, assignment or transfer of any securities at the written request of the Company and the same if so accepted shall thereupon become a part of the trust estate. The Company covenants that it will not pledge or assign to other than the Corporate Trustee, or suffer any lien to be created prior to the Lien of this Indenture upon, any securities owned by it of any Subsidiary Company.

All shares of stock and all securities (other than obligations secured by purchase money mortgage and Qualified Lien Bonds) received and held by the Corporate Trustee in pledge pursuant to any of the provisions of this Indenture shall be held by the Corporate Trustee as part of the Mortgaged and Pledged Property subject to the provisions of this Article and of Article XII hereof.

SECTION 53. All certificates representing shares of stock received by the Corporate Trustee, and all securities held in pledge hereunder and received by the Corporate Trustee, shall be in bearer form or, if in registered form, shall be accompanied by appropriate instruments of transfer, and shall otherwise be in transferable form.

SECTION 54. The Corporate Trustee may from time to time transfer into its name or into the name or names of its nominee or nominees

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all shares of stock for which certificates are received by it as referred to in Section 53 hereof, and in like manner may cause any securities held in pledge hereunder, which may be by their terms registered, to be registered in its name or in the name or names of its nominee or nominees and from time to time may cause the same to be discharged from registration, or may, in any case, hold the same in unregistered form.

SECTION 55. Unless one or more of the Defaults defined in Section 75 hereof shall have occurred and be continuing:

(*a*) The Company shall be entitled, from time to time, to collect and receive for its own use all interest paid in respect of securities held in pledge hereunder; and the Company shall also be entitled to receive dividends (except dividends payable in shares of stock) out of earned surplus on all shares of stock held in pledge hereunder; and the Corporate Trustee, from time to time, upon the written request of the Company, shall deliver to the Company suitable assignments and orders for the payment to it or upon its order of all such dividends and shall similarly deliver to it all coupons appertaining to any such securities, and suitable assignments and orders for the payment to it or upon its order of all interest, if and when such interest shall become due and payable; and the Corporate Trustee, upon the written request of the Company, signed by its President or a Vice-President and by its Treasurer or an Assistant Treasurer shall, from time to time, pay over to the Company any and all sums which may be received by the Corporate Trustee representing any such dividends and interest upon all pledged shares of stock and securities. As respects any pledged securities, without coupons, the Corporate Trustee, from time to time, upon receipt of written notice from the Company that any instalment of interest thereon has been paid or forgiven and discharged, shall note or permit to be noted thereon an appropriate notation thereof. The Company, at its election, may upon delivery of written notice to the Corporate Trustee, forgive and discharge, in whole or in part, any and all claims for interest to which it shall be entitled pursuant to the provisions

of this paragraph to the extent that such interest shall be due and payable;

(*b*) The Company shall have the right, from time to time, to vote and to give consents in respect of all pledged shares of stock and securities for all purposes not contrary to the provisions of this Indenture or inconsistent therewith, and to consent to, ratify or waive notice of any and all meetings, with the same force and effect as though such shares of stock and securities were not subject to the Lien hereof. The Corporate Trustee, in respect of the shares of stock and securities at the time registered in its name or in the name of its nominee or nominees, from time to time, upon the written request of the Company, shall give suitable waivers of notice and consents and deliver to the Company or its nominee or nominees suitable powers of attorney or proxies, with or without power of substitution, and either general or for such one or more objects (including, without limiting the generality of the foregoing, any one or more of the objects specified in Section 57 hereof), as such request shall specify. The Company covenants and agrees that it will not vote or permit to be voted or give or permit to be given any consent in respect of any such shares of stock or securities for any purpose contrary to the provisions of this Indenture or inconsistent therewith;

(*c*) The Trustees shall not (except with the consent of the Company or as otherwise authorized by this Indenture), whether at or before or after the maturity thereof, be entitled to enforce the collection or payment of, the principal or interest of any securities that may be pledged hereunder, nor enforce, or exercise any right under, any instruments under or pursuant to which such securities were issued, or by which the same are secured, provided, however, that nothing in this paragraph contained shall limit the right of the Corporate Trustee to receive the principal of any such securities as provided in Section 56 hereof.

Upon the payment, cancellation or other discharge of any coupon or interest or dividend on any pledged shares of stock or securities the

Company shall, upon demand of the Corporate Trustee, furnish it with satisfactory evidence thereof.

In case one or more Defaults defined in Section 75 hereof shall have occurred and be continuing the Company may do any of the things and may exercise any of the rights enumerated in this Section if the Trustees shall in writing expressly authorize or assent to such action on the request so to do by the holders of a majority in amount of the bonds Outstanding under this Indenture.

SECTION 56. With respect to all shares of stock and securities held in pledge hereunder, the Corporate Trustee shall be entitled to receive all stock dividends and all dividends and other distributions on all shares of stock held in pledge hereunder (other than dividends to which the Company is entitled pursuant to the provisions of Section 55 hereof) which, from time to time, may be declared or become payable, and all amounts paid on account of principal (whether on redemption or otherwise) of securities held in pledge hereunder. All shares of stock, securities and moneys which the Corporate Trustee shall be entitled to receive pursuant to the provisions of this Article shall, if not received by the Corporate Trustee, be paid or delivered to it by the Company as and when received by the Company. All shares of stock, securities and moneys received by the Corporate Trustee pursuant to the provisions of this Article shall be held by it, subject to the provisions of this Article and Article XII hereof, as part of the Mortgaged and Pledged Property, and any moneys so received may be withdrawn, used or applied in the manner, to the extent, and subject to the conditions provided in Section 71 hereof, except that in addition to the withdrawal, use or application of such moneys as aforesaid, and upon the written request of the Company signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer, delivered to the Corporate Trustee, any such moneys paid on account of principal, whether on redemption or otherwise, of securities held in pledge hereunder may (unless such moneys were paid out of Funded Cash) be

transferred into the sinking fund for bonds of the 1968 Series provided for in Section 40 hereof and shall then be deemed to be a credit against any payment due or to become due pursuant to any of the provisions of said Section 40.

SECTION 57. Nothing contained in this Indenture is intended to prevent, and there is hereby expressly permitted any one or more of the following transactions:

(*a*) The merger or consolidation of any Subsidiary Company with or into, or the sale and transfer of its property substantially as an entirety to, the Company;

(*b*) The taking of any corporate action by any Subsidiary Company not expressly prohibited by the provisions of this Indenture or not inconsistent therewith, including but without limiting the generality of the foregoing, the following (but subject, however, to the provisions of Section 51 hereof):

(1) The issue from time to time of additional shares of its capital stock of any class whatsoever, now or hereafter authorized;

(2) the increase or reduction from time to time of the amount of its authorized or outstanding capital stock or both of any one or more or all classes;

(3) the reduction of its capital or capital stock by reduction of par value of shares of stock outstanding or by reduction of stated value of shares of stock without nominal or par value outstanding or by exchange of shares of stock of any class outstanding for the same or a lesser or greater number of shares of the same class or of a different class or the change of shares of stock of any class outstanding into or for the same or a lesser or greater number of shares of the same class or of a different class, or by surrender for cancellation of any part (less than all) of shares of capital stock outstanding or by retiring shares of capital stock surrendered to it or otherwise acquired by it or in any other lawful manner, provided that after any such reduction of capital or capital stock all

shares of stock of such company (except directors' qualifying shares) to be outstanding immediately thereafter shall remain pledged hereunder;

(4) the change from time to time of any one or more or all classes of its capital stock from shares having a par value to shares having no par value, from shares having no par value to shares having a par value or the change from time to time of the par value of shares having a par value;

(5) the reclassification or the modification, alteration or change of any rights, provisions and privileges of any one or more or all classes of its capital stock;

(6) the amendment, change, alteration or addition to its charter or certificate or articles of incorporation or agreement of consolidation or merger and any similar instruments; and

(7) the authorization, increase or creation from time to time of any indebtedness secured or unsecured and the authorization or creation from time to time of any mortgages or other liens upon all or any part of its property and franchises, provided, however, all evidences of such principal indebtedness secured or maturing by its terms more than one year from the date of issue shall be acquired by the Company and pledged hereunder;

provided that, in case of the merger or consolidation of any Subsidiary Company with or into, or the sale and transfer of its property substantially as an entirety to, the Company, all the property, other than property of the character excepted from the lien of the Subsidiary Mortgage, owned by such Subsidiary Company just prior to such merger, consolidation or sale shall be or become subject to the Lien of this Indenture, and provided, further, that in case at the particular time one or more Defaults defined in Section 75 hereof shall have occurred and be continuing, none of the transactions enumerated in this Section may be effected by the Company unless the Trustees shall in writing expressly authorize or assent to such transactions, which authorization or assent may be given by the Trustees in their

discretion and shall be so given on the request of the holders of seventy per centum (70%) of the bonds Outstanding under this Indenture.

Unless the Company is in default in the payment of the interest on any bonds then Outstanding hereunder or one or more of the Defaults defined in Section 75 hereof shall have occurred and be continuing, then notwithstanding any other provision of this Indenture, the Trustees, upon receipt by the Corporate Trustee of a Resolution so requesting and an Opinion of Counsel that the action taken or to be taken by the Trustees is authorized by this Section, shall make any exchange, substitution, cancellation or surrender of any or all shares of stock and securities necessary or appropriate to effect any transaction authorized or permitted by the terms of this Section and shall permit any other action necessary for such purpose.

SECTION 58. The Company and the Trustees, or any of them, may at any time and from time to time do whatever may be necessary for the purpose of maintaining, preserving, renewing or extending the corporate existence of any corporation whose stock or securities are at the time held in pledge hereunder, but (subject to the provisions of Sections 98 and 99 hereof) it shall be no part of the duty of the Trustees to take any action in respect thereof; and for such purpose the Corporate Trustee from time to time may sell, assign, transfer and deliver so many pledged shares of the stock of any such corporation as may be necessary to qualify persons to act as directors of, or in any other official relation to, such corporation. In every such case the Trustees may make such arrangements as they shall deem necessary for the protection of the Mortgaged and Pledged Property.

SECTION 59. The Corporate Trustee shall, upon the written request of the Company, evidenced by a Resolution, and without such request if one or more Defaults defined in Section 75 hereof shall have occurred and be continuing, may

(*a*) at any time vote or give consents in respect of any pledged shares of stock and securities and authorize any such

shares of stock and securities to be voted and such consents to be given, and may take such other action, as to the Corporate Trustee, in its discretion, shall seem advisable to protect the interests of the Trustees and of the bondholders in respect of any pledged shares of stock and securities, and

(*b*) in respect of any such shares of stock or securities, join in and become a party to any plan of reorganization or readjustment (whether voluntary or involuntary) of the corporation issuing or liable upon the same, deposit any or all such shares of stock and securities under such plan, make any exchange, substitution, cancellation or surrender of any such shares of stock and securities provided for by any such plan and take such action with respect to any such shares of stock and securities as may be provided for by such plan or for the accomplishment thereof. All shares of stock and securities issued or created under such plan in exchange for any pledged shares of stock and securities shall be deposited with the Corporate Trustee in pledge hereunder and, upon the receipt thereof by the Corporate Trustee, shall be held by it hereunder as a part of the Mortgaged and Pledged Property.

SECTION 60. In case at any time:

(*a*) default shall be made in the payment of the principal of or interest on any pledged securities, or

(*b*) default shall be made in any of the covenants, terms or conditions contained in or with respect to any such pledged securities or any mortgage or other instrument securing the same or under or pursuant to which the same shall have been issued or created, or

(*c*) the right shall arise to enforce, by foreclosure or otherwise, any such mortgage or other instrument,

then, and in any such case, upon the written request of the Company evidenced by a Resolution, the Corporate Trustee, as the holder of such pledged securities shall, and in case one or more Defaults defined in Section 75 hereof shall have occurred and be continuing, may, in its

discretion without such request, exercise any and all rights of the holder thereof and any and all rights under any mortgage or other instrument securing the same or under or pursuant to which it was issued or created and cause any or all such proceedings, to be instituted and prosecuted in some court of competent jurisdiction to enforce the payment of any or all of the principal and interest of such pledged securities and the performance of any or all of the covenants, terms or conditions contained therein or with respect thereto and in any such mortgage or other instrument contained and the foreclosure or other enforcement of any such mortgage or other instrument.

Nothing in this Indenture contained shall prohibit or is intended to prohibit any corporation securities of which shall be pledged hereunder from renewing or extending such pledged securities or any mortgage or other lien securing the same, or from issuing or creating, in place of or in substitution for such pledged securities, other securities issued or created by the same corporation, provided, however, if such securities shall have been secured by lien, the securities substituted therefor shall be secured by a lien on substantially the same security or other security of substantially the same value (as shall be shown in an Engineer's Certificate or Independent Engineer's Certificate then delivered to the Corporate Trustee) at the time of such substitution, subject to no lien thereon prior thereto except liens to which such former securities were junior prior to such substitution, bearing the same or a higher or lower rate of interest; and provided, further, that all securities issued or created in renewal, extension or substitution for pledged securities shall forthwith upon the issue or creation thereof become pledged under and subject to this Indenture to the same extent and in the same manner as the pledged securities for which they are renewed, extended or substituted.

At least sixty (60) days before the expiration of any period limited by law within which an action to enforce payment of any pledged securities, which by their terms are payable on demand or have become due and payable, must be commenced or after which the obligor on

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such securities might legally refuse to pay such securities, the Company will, unless proceedings shall have been instituted to enforce payment of such securities, cause such period of limitation to be tolled or such pledged securities to be renewed or extended, or other securities to be secured or created in place of or in substitution for such pledged securities.

ARTICLE XI.

Redemption or Purchase of Bonds.

SECTION 61. Such of the bonds of any series issued hereunder as are, by their terms, redeemable before maturity, may, at the option of the Company, be redeemed at such times, in such amounts and at such prices as may be specified therein and in accordance with the provisions of the three next succeeding Sections numbered from 62 to 64, both inclusive.

SECTION 62. (A) In case of a redemption of a part only of any series of said bonds, of which series more than fifty per centum (50%) in principal amount of all bonds then Outstanding are Group B Bonds as hereinafter in this Section defined, the particular bonds so to be redeemed shall be designated by the Corporate Trustee by lot, according to such method as it shall deem proper in its discretion. In any such designation by lot the designation may be made from the numbers of the bonds of such series then Outstanding (1) in groups of consecutive numbers (including or excluding, for the purpose of such grouping, the numbers of bonds previously called for redemption or otherwise retired), or (2) individually from the numbers of all such bonds not previously called for redemption or otherwise retired, or (3) if there is any portion to be called which is but a fraction of a group, individually from the several individual numbers in any such group so designated by lot.

(B) In case of the redemption of a part only of any series of said bonds of which series not less than fifty per centum (50%) in principal amount of all bonds then Outstanding are Group A Bonds as hereinafter in this Section defined:

(1) the Corporate Trustee shall first prorate the principal amount of bonds to be redeemed between Group A Bonds and Group B Bonds in proportion to the principal amount of Group A Bonds and the principal amount of Group B Bonds at the time Outstanding;

(2) the Corporate Trustee shall then designate for redemption in the manner provided in subsection (A) of this Section particular Group B Bonds to be redeemed of the principal amount prorated to Group B Bonds pursuant to subdivision (1) of this subsection (B);

(3) the Corporate Trustee shall then prorate the principal amount of Group A Bonds to be redeemed, as determined pursuant to subdivision (1) of this subsection (B), among all registered owners of Group A Bonds in proportion to the principal amount of Group A Bonds registered in the name of each registered owner of Group A Bonds, and shall then designate with respect to each such registered owner, according to such method, which need not be by lot, as it shall deem proper in its discretion, particular Group A Bonds or portions of Group A Bonds to be redeemed of the principal amount so prorated to such registered owner.

In any prorating pursuant to subdivision (1) or subdivision (3) of this subsection (B) the Corporate Trustee shall, according to such method, which need not be by lot, as it shall deem proper in its discretion, make such adjustments, by increasing or decreasing by not more than One Thousand Dollars ($1,000) the amount which would be allocable on the basis of exact proportion to Group A Bonds or to Group B Bonds or to any one or more registered owners of Group A Bonds, as may be necessary to the end that the principal amount so prorated shall be an integer multiple of One Thousand Dollars ($1,000).

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The term "Group A Bond" shall mean any bond of a series then Outstanding hereunder, whether in temporary or definitive form, registered as to payment of both principal and interest in the name of an owner, in whose name bonds of such series at the time are registered as to both principal and interest of an aggregate principal amount of not less than Twenty Thousand Dollars ($20,000).

The term "Group B Bond" shall mean any bond of a series then Outstanding hereunder not included within the definition of Group A Bond.

Notice of intention to redeem to owners and/or holders of any bonds which are not registered as to principal or principal and interest shall be given, by or on behalf of the Company, by publication as to the bonds of the 1968 Series, in any Daily Newspaper, printed in the English language, and of general circulation in the Borough of Manhattan, The City of New York, once on at least four (4) different days before the date fixed for redemption as is specified in Section 19 hereof provided, however, that each successive publication of any such notice may be in the same Daily Newspaper in which such notice shall have been first published or in one or more other Daily Newspapers, and as to the bonds of any other series, in such newspaper(s) and for such period(s) as may be fixed for the bonds of such other series by the Resolutions establishing such series of bonds, or if no such newspaper(s) and/or period(s) be fixed, then once on at least four (4) different days before the date fixed for redemption, the first publication to be at least thirty (30) days prior to the date fixed for redemption, in such a Daily Newspaper as is required with respect to publication in the case of the bonds of the 1968 Series. If less than all bonds of any particular series are to be redeemed, the numbers of any bonds to be redeemed which are not so registered shall be included in such notice and may be stated in any one or more of the following ways: individually; in groups from one number to another number, both inclusive; in groups from one number to another number, both inclusive, except such as shall have been previously called for redemption or otherwise retired.

Notice of intention to redeem to the registered owner of any bond registered as to principal or as to both principal and interest which is to be redeemed in whole or part shall be mailed by registered mail (if mail may then be registered) by or on behalf of the Company, not less than thirty (30) days before the date fixed for redemption, to him at his last address appearing upon the registry books.

Failure duly to give such notice by publication and/or by mailing to the owner or holder of any bond designated for redemption in whole or part shall not affect the validity of the proceedings for the redemption of any other bond.

If at the time of publication or mailing of any notice of redemption the Company shall not have deposited with the Corporate Trustee and/or irrevocably directed the Corporate Trustee to apply, from money held by it available to be used for the redemption of bonds, an amount in cash sufficient to redeem all of the bonds called for redemption, including accrued interest to such date fixed for redemption, such notice shall state that it is subject to the receipt of the redemption moneys by the Corporate Trustee on or before the date fixed for redemption and that it shall be of no effect unless such moneys are so received on or before such date.

The Corporate Trustee, upon the request of the Company evidenced by a Resolution, shall, for and in behalf of and in the name of the Company, call for redemption bonds secured hereby (whether or not for the sinking fund and whether or not the Corporate Trustee shall hold at the time of such call cash sufficient for such redemption) provided that, if cash sufficient for such purpose is not so held, the notice shall state that it is subject to the receipt of the redemption moneys by the Corporate Trustee on or before the date fixed for redemption and that it shall be of no effect unless such moneys are so received on or before such date.

SECTION 63. Publication of the notice of redemption, if required, having been completed as above provided, or if mailing is required,

notice of redemption having been mailed as in Section 62 hereof provided, and the Company having on or before the redemption date specified in the notice of redemption deposited with the Corporate Trustee (and/or having irrevocably directed the Corporate Trustee to apply, from money held by it available to be used for the redemption of bonds) an amount in cash sufficient to redeem all of the bonds called for redemption, including accrued interest, the bonds called for redemption shall become due and payable on such redemption date.

SECTION 64. All moneys held by the Corporate Trustee for the redemption of bonds shall, subject to the provisions of Section 129 hereof, be held in trust for account of the holders of the bonds so to be redeemed, and shall be paid to them respectively, upon presentation and surrender of said bonds, with all unmatured coupons, if any, appertaining thereto. Coupons maturing on or prior to the date fixed for redemption shall remain payable in accordance with their terms. On and after such date fixed for redemption, if the moneys for the redemption of the bonds to be redeemed shall be held by the Corporate Trustee for the purpose, such bonds shall cease to bear interest (except such bonds as shall have been properly presented for payment on, or within one year after, the date fixed for redemption and shall not have been paid) and shall cease to be entitled to the Lien of this Indenture and the coupons for interest, if any, maturing subsequent to the date fixed for redemption shall be void.

If any fully registered bond of a denomination larger than One Thousand Dollars ($1,000) shall be called for redemption in part only, the notice of redemption shall specify the principal amount thereof to be redeemed and such fully registered bond shall be presented for cancellation properly endorsed for transfer on or after the date fixed for the redemption of said bonds so called for redemption, and thereupon the payment with respect to said bond shall be made upon surrender of said bond so endorsed, and coupon bonds or fully registered bonds for the unpaid balance of the principal amount of the fully

registered bond so presented and surrendered shall be executed by the Company and authenticated and delivered by the Corporate Trustee without charge therefor to the holder thereof, or in the case of any fully registered bond of a denomination larger than Ten Thousand Dollars ($10,000), if the registered owner shall not so surrender such fully registered bond for cancellation, the Corporate Trustee or other authorized agent shall upon presentation at its office for such purpose make notation thereon of the payment of the portion of the principal amount of such bond so called for redemption in part and of the number or numbers, if any, of the coupon bonds theretofore endorsed upon or reserved for such fully registered bond which are canceled upon such payment. On and after the date fixed for such redemption, interest shall accrue only on the portion of each such fully registered bond not so called for redemption and only such portion shall continue to be entitled to the benefit of the Lien of this Indenture.

SECTION 65. At any time, upon the request of the Company, expressed by Resolution, the Corporate Trustee shall, to the extent that such bonds are available for such purchase, apply all or any part of the cash held by it under any provision of this Indenture, subject to the provisions of Sections 32, 39, 40, 64 and 74 hereof, or any cash deposited with it by the Company for the purpose, to the purchase (including a purchase from the Company) of bonds then Outstanding hereunder of such series as the Company may designate at such price (including accrued interest) that the cost thereof to the Company will not exceed the cost of redeeming, on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost), such bonds as shall be by their terms redeemable before maturity, or at not more than one hundred and five per centum (105%) of the principal of bonds not so redeemable, plus accrued interest. Before making any such purchase the Corporate Trustee shall, upon request of the Company, by notice published once in one Daily Newspaper, printed

in the English language, and of general circulation in the Borough of Manhattan, The City of New York, advertise for written proposals (to be received by it on or before a specified date) to sell to it on or before a subsequent specified date bonds of the series designated by the Company then Outstanding hereunder; and the Corporate Trustee, to the extent, as nearly as is possible, of such funds then in its hands and requested by the Company to be so applied, shall purchase the bonds so offered at the price or prices most favorable to the Company, not exceeding the maximum amounts specified above, and reasonable notice shall be mailed by the Corporate Trustee to the holder or holders of the bonds whose proposals shall have been accepted. The Corporate Trustee shall, upon request of the Company, invite offers of bonds for sale to it in any other usual manner. The Corporate Trustee in its discretion may reject any or all proposals in whole or in part, and shall reject any or all proposals in whole or in part if it can at the time of opening said proposals purchase the requisite amount of such bonds or any part thereof at a price more favorable to the Company than it could by accepting said proposals. All offers by holders shall be subject to acceptance of a portion thereof unless otherwise expressed in the offers and all advertisements for written proposals shall so state.

SECTION [illegible]. All bonds issued hereunder paid, retired or redeemed under any [illegible]he provisions of this Indenture or purchased by the Corporate Trustee as provided in Section 65 hereof and all appurtenant coupons, if any, shall forthwith be canceled by the Corporate Trustee, and the Corporate Trustee may periodically cremate any such canceled coupons and bonds and deliver to the Company a certificate of such cremation and deliver any such canceled fully registered bonds to the Company.

ARTICLE XII.

Possession, Use and Release of Mortgaged and Pledged Property.

SECTION 67. Unless one or more of the Defaults defined in Section 75 hereof shall have occurred and be continuing, the Company and the Subsidiary Companies or any of them shall be suffered and permitted to possess, use and enjoy the Mortgaged and Pledged Property (except such cash as is expressly required to be deposited with the Corporate Trustee and except, to the extent not herein otherwise provided, such securities as are expressly required to be deposited with the Corporate Trustee), and to receive, use and dispose of the tolls, rents, revenues, issues, earnings, income, product and profits thereof, with power in the ordinary course of business, freely and without let or hindrance on the part of the Trustees or either of them or of the bondholders, except as herein otherwise expressly provided to the contrary, to exercise any and all rights under choses in action, contracts, franchises and claims.

SECTION 68. Unless the Company is in default in the payment of the interest on any of the bonds then Outstanding hereunder or one or more of the Defaults defined in Section 75 hereof shall have occurred and be continuing, the Company and the Subsidiary Companies or any of them may at any time and from time to time, without any release or consent by, or report to, the Trustees or either of them:

(1) sell or otherwise dispose of, free from the Lien of this Indenture, any machinery, apparatus, equipment, frames, towers, poles, wire, pipe, tools, implements and furniture then subject to the Lien hereof, which shall have become old, inadequate, obsolete, worn out, unfit, unadapted, unserviceable, undesirable or unnecessary for use in the operations of the Company or a Subsidiary Company upon replacing the same by or substituting for the same, machinery, apparatus, equipment, frames, towers, poles, wire, pipe, tools, implements or furniture of at least equal

value to that of the property sold or otherwise disposed of and subject to the Lien hereof subject to no liens prior hereto except liens to which the property sold or otherwise disposed of was subject;

(2) cancel or make changes or alterations in or substitutions of any and all right of way grants; and

(3) surrender or assent to the modification of any right, power, franchise, license, governmental consent or permit under which it may be operating, provided that, in the opinion of the Board of Directors of the Company (such opinion to be stated in a Resolution to be filed with the Corporate Trustee), such surrender or modification is necessary or desirable in the conduct of the business of the Company or a Subsidiary Company, as the case may be.

SECTION 69. Unless the Company is in default in the payment of the interest on any bonds then Outstanding hereunder or one or more of the Defaults defined in Section 75 hereof shall have occurred and be continuing, the Company may obtain the release of any of the Mortgaged and Pledged Property, except cash then held by the Corporate Trustee (provided, however, that not less than all shares of the stock and securities, if any, of a Subsidiary Company pledged hereunder shall be released from the Lien hereof under the provisions of this Section and that Qualified Lien Bonds deposited with the Corporate Trustee shall not be released except as provided in Article IX hereof and obligations secured by purchase money mortgage deposited with the Corporate Trustee shall not be released except as provided in Section 71 hereof), and the Trustees or the Corporate Trustee shall release all the right, title and interest of the Trustees in and to the same from the Lien hereof upon the application of the Company and receipt by the Corporate Trustee of

(1) a Resolution describing in reasonable detail the property to be released and requesting such release;

(2) an Officers' Certificate stating that the Company is not in default in the payment of the interest on any bonds then Outstanding hereunder and that none of the Defaults defined in Section 75 hereof has occurred and is continuing;

(3) an Engineer's Certificate, made and dated not more than ninety (90) days prior to the date of such application, stating:

(*a*) that the Company or a Subsidiary Company, as the case may be, has sold, exchanged, dedicated or disposed of, or agreed to sell, exchange, dedicate or dispose of, or that a governmental body or agency has exercised a right to order the Company or a Subsidiary Company to divest itself of, the property to be released; (*b*) in the opinion of the signers, the fair value of the property (or securities) to be released; (*c*) in the opinion of the signers, the fair value of the portion thereof, if any, that is Funded Property; (*d*) that (except in any case where a governmental body or agency has exercised a right to order the Company or a Subsidiary Company to divest itself of such property) such release is in the opinion of the signers desirable in the conduct of the business of the Company or a Subsidiary Company, as the case may be; (*e*) the amount of cash and/or principal amount of obligations secured by purchase money mortgage received or to be received for any portion of said property sold to any Federal, State, County, Municipal or other governmental bodies or agencies or public or semi-public corporations, districts or authorities or for any portion of said property as to which a governmental body or agency has exercised a right to order the Company or a Subsidiary Company to divest itself of property and which has been or is to be sold by the Company or such Subsidiary Company pursuant to such order; and (*f*) that in the opinion of the signers such release will not impair the security under this Indenture in contravention of the provisions hereof;

(4) an amount in cash, to be held by the Corporate Trustee as part of the Mortgaged and Pledged Property, equivalent to the amount, if any, by which the fair value of the property to

be released, as specified in the Engineer's Certificate provided for in subdivision (3) above, exceeds the aggregate of the following items:

(*a*) the principal amount of any obligations delivered to the Corporate Trustee, to be held as part of the Mortgaged and Pledged Property, consisting of obligations secured by purchase money mortgage upon the property released;

(*b*) the Cost or fair value to the Company or a Subsidiary Company, as the case may be (whichever is less) of any Property Additions made the basis of the application which are not then Funded Property (but subject to the limitations provided for in subsection (II) of Section 4 hereof and after making any deductions and any additions required by the provisions of subsection (III) of Section 4 hereof) as shown by a further Engineer's Certificate (made and dated not more than ninety (90) days prior to the date of such application) delivered to the Corporate Trustee; provided, however, that no such application for release may be based in whole or in part upon Property Additions acquired, made or constructed more than five (5) years prior to the last day of the calendar month immediately preceding the date of such application, and provided, further, that Property Additions acquired, made or constructed within ninety (90) days prior to the date of such application for release, or subsequently thereto, may, at the option of the Company, not have deducted therefrom the deductions nor added thereto the additions required by subsection (III) of Section 4 hereof;

(*c*) the principal amount of each bond or fraction of bond to the authentication and delivery of which the Company shall be entitled under the provisions of Section 26 or Section 29 hereof, by virtue of compliance with all applicable provisions of said Section 26 or Section 29, as the case may be (except as hereinafter in this Section otherwise provided); provided, however, that (except as hereinafter in this Section otherwise provided) the application for such release shall operate as a waiver by the Company of its right to the authentication and delivery of each such bond or fraction thereof on the basis

of which right such property is released and to such extent no such bond or fraction thereof may thereafter be authenticated and delivered hereunder, and any bonds or Qualified Lien Bonds which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall be deemed to have been made the basis of the release of such property;

(*d*) the principal amount of any obligations secured by purchase money mortgage upon the property to be released and/or any amount in cash, that is evidenced to the Corporate Trustee by a certificate of the trustee or other holder of a Qualified Lien or a lien prior hereto, as the case may be, to have been received by it in accordance with the provisions of such Qualified Lien or lien prior hereto in consideration for the release of such property or any part thereof from such Qualified Lien or lien prior hereto; and

(*e*) any taxes and expenses incidental to such sale, exchange, dedication or disposal;

provided, however, that no obligations secured by purchase money mortgage shall be used as a credit in any application for the release of property hereunder, if the principal amount of any obligations secured by purchase money mortgage to be delivered to the Corporate Trustee as permitted by clause (*a*) of this subdivision (4) and used as a credit in any application for the release of property hereunder, or to be delivered to the trustee or other holder of a Qualified Lien or a lien prior hereto as permitted by clause (*d*) of this subdivision (4) and used as a credit in any application for the release of property hereunder, shall in the aggregate exceed sixty per centum (60%) of the fair value of the property to be released upon which such purchase money mortgage constitutes a lien, as specified in the Engineer's Certificate provided for in subdivision (3) above, or if the aggregate principal amount of such obligations and all other obligations secured by purchase money mortgage delivered to the Corporate Trustee pursuant to the provisions of this Section and used as a credit in any application for the release of property hereunder

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and then held as part of the Mortgaged and Pledged Property or delivered to the trustee or other holder of a Qualified Lien or a lien prior hereto and used as a credit in any application for the release of property hereunder and then held by such trustee or other holder, shall, immediately after such release, exceed fifteen per centum (15%) of the aggregate principal amount of bonds at such time Outstanding under this Indenture; and provided further, that, notwithstanding the sixty per centum (60%) and fifteen per centum (15%) limitations above specified, the Company may deliver to the Corporate Trustee or to the trustee or other holder of a Qualified Lien or a lien prior hereto, obligations secured by purchase money mortgage in excess of the extent to which such obligations may be used as a credit in any application for the release of property hereunder, but no credit shall be taken for such excess in such application and the portion of such obligations representing such excess shall not be deemed to have been made the basis of a credit in such application;

(5) in case any obligations secured by purchase money mortgage upon the property to be released are included in the consideration for such release and are delivered to the Corporate Trustee or to the trustee or other holder of a Qualified Lien or a lien prior hereto in connection with any release of such property, an Opinion of Counsel stating that, in his or their opinion, such obligations are valid obligations, and that the purchase money mortgage securing the same is sufficient to afford a valid purchase money lien upon the property to be released, subject to no lien prior thereto except such liens, if any, as shall have existed thereon just prior to such release as Qualified Liens or liens prior to the Lien of this Indenture; and

(6) in case the Corporate Trustee is requested to release any franchise, an Opinion of Counsel stating that in his or their opinion such release will not impair the right of the Company and the Subsidiary Companies or any of them to operate any of their or its remaining properties.

All purchase money obligations and the mortgages securing the same delivered to the Corporate Trustee pursuant to this Section shall

be duly assigned to the Trustees. The Company shall cause any such purchase money mortgage and the assignment thereof to be promptly recorded and filed in such place or places as shall be required by law in order fully to preserve and protect the security afforded thereby and shall furnish to the Corporate Trustee an Opinion of Counsel stating that in the opinion of such counsel such purchase money mortgage and the assignment thereof have been properly recorded and filed so as to make effective the lien intended to be created thereby. Should any re-recording or re-filing be necessary at any time or from time to time, the Company shall likewise cause the same to be duly effected and shall in each case furnish to the Corporate Trustee an Opinion of Counsel similar to the foregoing. The Corporate Trustee shall deliver to the Company any purchase money mortgage and/or assignment thereof whenever required for the purpose of recording or filing or re-recording or re-filing, as evidenced by an Opinion of Counsel, and the same shall be promptly returned to the Corporate Trustee when such purpose shall have been accomplished.

In case the release of property is, in whole or in part, based upon Property Additions (as permitted under clause (*b*) of subdivision (4) of this Section), the Company shall, subject to the provisions of said clause (*b*) comply with all applicable provisions of this Indenture (including but not limited to the furnishing of the Engineer's Certificate provided for in subdivision (3) of Section 28 hereof and, in case the provisions of subdivision (4) of Section 28 hereof are applicable, the Independent Engineer's Certificate provided for in subdivision (4) of Section 28 hereof) as if such Property Additions were made the basis of an application for the authentication and delivery of bonds thereon (equivalent in principal amount to sixty per centum (60%) of the fair value of that portion of the property to be released which is to be released on the basis of such Property Additions), as shown by the Engineer's Certificate in subdivision (3) of this Section provided for, and in case the release of property is in whole or in part based upon the right to the authentication and delivery of bonds (as permitted under

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clause (*c*) of subdivision (4) of this Section) the Company shall comply with all applicable provisions of Section 26 or Section 29 hereof, as the case may be, relating to such authentication and delivery, except that in no such case shall the Company be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 hereof; provided, however, that the Cost of any Property Additions received or to be received by the Company or a Subsidiary Company in whole or in part as consideration in exchange for the property to be released shall for all purposes of this Indenture be deemed to be the amount stated in the Engineer's Certificate provided for in subdivision (3) of this Section to be the fair value of the property to be released (*a*) plus the amount of any cash and the fair value of any other consideration, further to be stated in such Engineer's Certificate, paid and/or delivered or to be paid and/or delivered by, and the amount of any obligations assumed or to be assumed by, the Company or such Subsidiary Company in connection with such exchange as additional consideration for such Property Additions or (*b*) less the amount of any cash and the fair value to the Company or a Subsidiary Company, as the case may be, of any other consideration, which shall also be stated in such Engineer's Certificate, received or to be received by the Company or such Subsidiary Company in connection with such exchange in addition to such Property Additions.

For all purposes of this Article XII, the fair value of property subject to a Qualified Lien shall be determined as if such property were free of such Qualified Lien, and the fair value of property subject to a lien prior to the lien hereof, which has not theretofore or is not then to become a Qualified Lien shall be the fair value thereof less the principal amount of any obligations secured by such lien thereon if it will thereafter cease to be a lien on any property subject to the Lien hereof.

Notwithstanding any of the other provisions of this Indenture,

(A) to the extent that any property to be released is not Funded Property and the Property Additions made the basis of such release shall (as evidenced by a statement to such effect in an Engineer's Certificate) have been acquired in exchange or consideration for, or acquired, made or constructed in anticipation of, the release of property (and shall never previously have been used as the basis of the release of property under clause (*b*) of subdivision (4) of this Section or as the basis of the withdrawal of cash under subdivision (1) of Section 71 or under a Qualified Lien), said Property Additions shall not have the status of Funded Property except to the extent of any amount which shall, at the time such Property Additions were made the basis of such release, have been deducted from the Cost or fair value of such Property Additions pursuant to the provisions of clause (A) of Section 4 hereof less any amount which shall then have been added thereto pursuant to clause (B) of said Section 4, and except to the extent of any amount which shall then have been deducted in respect of Qualified Liens on such Property Additions pursuant to the provisions of Section 26 hereof, and

(B) to the extent that any property released shall not have been Funded Property just prior to its release,

(i) any Property Additions made the basis of such release of property shall not be deemed to be Funded Property except to the extent of any amount which shall, at the time such Property Additions were made the basis of such release, have been deducted from the Cost or fair value of such Property Additions pursuant to the provisions of clause (A) of Section 4 hereof less any amount which shall then have been added thereto pursuant to the provisions of clause (B) of said Section 4, and except to the extent of any amount which shall then have been deducted in respect of Qualified Liens on such Property Additions pursuant to the provisions of Section 26 hereof, and

(ii) any waiver of the right to the authentication and delivery of bonds made the basis of such release of property shall be revoked and cease to be effective and shall no longer be deemed to have been made,

if the Company shall within two years after the release of such property file with the Corporate Trustee such Officers' Certificates, Engineer's Certificates, Independent Engineer's Certificates, Opinions of Counsel and other papers (other than any Resolution, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (6) and (8) of Section 28 hereof) as under the provisions of Article V hereof would entitle the Company, on the basis of Property Additions acquired, made or constructed subsequent to the application for the release of such property, to the authentication and delivery of bonds (equal in principal amount to sixty per centum (60%) of the fair value of such property so released), and the inclusion of such subsequently acquired Property Additions in any such Officers' Certificate, Engineer's Certificate, Independent Engineer's Certificate, Opinion of Counsel or other papers shall not make such subsequently acquired Property Additions Funded Property.

Any bonds Outstanding under this Indenture deposited with the Corporate Trustee, pursuant to the provisions of this Section, shall forthwith be canceled by the Corporate Trustee and the Corporate Trustee may periodically cremate any such canceled coupon bonds and deliver to the Company a certificate of such cremation and deliver any such canceled fully registered bonds to the Company, and any Qualified Lien Bonds deposited with the Corporate Trustee pursuant to the provisions of this Section shall be held by the Corporate Trustee subject to the provisions of Article IX hereof and any moneys and/or obligations secured by purchase money mortgage and/or other property and/or the proceeds of any thereof and/or substitutes therefor received by the Corporate Trustee under this Section shall be held as part of the Mortgaged and Pledged Property and such moneys and/or obligations secured by purchase money mortgage shall be paid over, withdrawn, used or applied, in the manner, to the extent, and for the purposes and subject to the conditions provided in Section 71 hereof.

Any property acquired by the Company by exchange or purchase to take the place of any property released under any provisions of this

Article XII shall forthwith and without further conveyance become subject to the Lien of and be covered by this Indenture as a part of the Mortgaged and Pledged Property, subject to no lien except Qualified Liens and Excepted Encumbrances and any liens existing thereon just prior to the acquisition thereof.

Every request or application by the Company for action by the Corporate Trustee pursuant to the provisions of this Section shall be accompanied by the Officers' Certificate and the Opinion of Counsel provided for in Section 131 hereof.

SECTION 70. Unless the Company is in default in the payment of the interest on any bonds then Outstanding hereunder or one or more of the Defaults defined in Section 75 hereof shall have occurred and be continuing, the Trustees or the Corporate Trustee shall whenever from time to time requested by the Company (such request to be evidenced by a Resolution) and without requiring compliance with any of the provisions of Section 69 hereof, release from the Lien hereof all the right, title and interest of the Trustees in and to any real estate unimproved for use in the conduct of the business of the Company or a Subsidiary Company, as the case may be, provided the Company or such Subsidiary Company has sold, exchanged, dedicated or disposed of such real estate, or has agreed to sell, exchange, dedicate or dispose of such real estate, or, as evidenced by a Resolution, has authorized its officers to endeavor to sell such real estate, and provided the aggregate value of the interest of the Company and the Subsidiary Companies in such real estate so released without such compliance in any period of twelve (12) consecutive calendar months shall not exceed the sum of Fifty Thousand Dollars ($50,000). Prior to the granting of any such release, there shall be delivered to the Corporate Trustee an Engineer's Certificate stating the fair value of the property to be released and that in the opinion of the signers the release thereof will not impair the security under this Indenture in contravention of the provisions hereof and setting forth any other facts required to be known by it as a condi-

tion precedent to action by it under this Section. The Company covenants that it will deposit with the Corporate Trustee, to be dealt with in the manner provided in Section 71 hereof, the net consideration, if any, received by it or such Subsidiary Company, as the case may be, upon the sale or other disposition of any such real estate so released (to the extent that the same shall not have been paid or delivered to the trustee or other holder of a Qualified Lien or a lien prior to the Lien of this Indenture in accordance with the provisions thereof and an Officers' Certificate to that effect shall have been furnished to the Corporate Trustee), or if no consideration be received therefor the Company will so deposit the fair value thereof.

Every request or application by the Company for action by the Corporate Trustee pursuant to the provisions of this Section shall be accompanied by the Officers' Certificate and the Opinion of Counsel provided for in Section 131 hereof.

SECTION 71. Unless the Company is in default in the payment of the interest on any bonds then Outstanding hereunder or one or more of the Defaults defined in Section 75 hereof shall have occurred and be continuing, any money received by the Corporate Trustee in consideration of any release under this Article XII, including payment on account of the principal of any obligations secured by purchase money mortgage which obligations have been delivered to the Corporate Trustee, shall be held by the Corporate Trustee and, subject to the provisions of Section 74 hereof, such money and any money which may be applied as in this Section provided,

(1) may be withdrawn from time to time by the Company to the extent of the Cost or the fair value (whichever is less) to the Company or a Subsidiary Company, as the case may be, of Property Additions not then Funded Property (but subject to the limitations provided for in subsection (II) of Section 4 hereof and after making any deductions and additions required by the provisions of subsection (III) of Section 4 hereof); provided however that no such withdrawal of cash representing the pro-

ceeds of insurance on or the release of property or securities or payment of or on account of purchase money obligations may be based in whole or in part upon Property Additions acquired, made or constructed more than five (5) years prior to the last day of the calendar month immediately preceding the receipt by the Corporate Trustee of such cash, and provided further, that Property Additions acquired, made or constructed within ninety (90) days prior to the date of the receipt by the Corporate Trustee of such cash representing the proceeds of insurance on or of the release or other disposition of property or securities or payment of or on account of obligations secured by purchase money mortgages, or subsequent to such receipt of cash, may, at the option of the Company, not have deducted therefrom the deductions nor added thereto the additions required by subsection (III) of Section 4 hereof;

(2) may be withdrawn from time to time by the Company in an amount equal to the principal amount of each bond or fraction of bond to the authentication and delivery of which the Company shall be entitled under the provisions of Section 26 or Section 29 hereof, by virtue of compliance with all applicable provisions of said Section 26 or Section 29, as the case may be (except as hereinafter in this Section otherwise provided); provided, however, that (except as hereinafter in this Section otherwise provided) the application for such withdrawal of cash shall operate as a waiver by the Company of such right to the authentication and delivery of each such bond or fraction thereof, on the basis of which right such cash is withdrawn, and any bonds or Qualified Lien Bonds which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall be deemed to have been made the basis of the withdrawal of such cash;

(3) may, upon the request of the Company, be used by the Corporate Trustee for the purchase of bonds issued hereunder in accordance with the provisions of Section 65 hereof; or

(4) may, upon the request of the Company, be applied by the Corporate Trustee to the payment at maturity of any bonds issued

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hereunder or to the redemption of any bonds issued hereunder which are, by their terms, redeemable before maturity, of such series as may be designated by the Company, such redemption to be in the manner and as provided in Article XI hereof.

Such moneys shall, from time to time, be paid out or used or applied by the Corporate Trustee, as aforesaid, upon the request of the Company evidenced by a Resolution, and upon receipt by the Corporate Trustee of an Officers' Certificate stating that the Company is not in default in the payment of the interest on any bonds then Outstanding hereunder and that none of the Defaults defined in Section 75 hereof has occurred and is continuing. In case the withdrawal of cash is, in whole or in part, based upon Property Additions (as permitted under clause (1) of this Section), the Company shall (subject to the provisions of said clause (1)) comply with all applicable provisions of this Indenture (including but not limited to the furnishing of the Engineer's Certificate provided for in subdivision (3) of Section 28 hereof and, in case the provisions of subdivision (4) of Section 28 hereof are applicable, the Independent Engineer's Certificate provided for in said subdivision (4) of Section 28 hereof) as if such Property Additions were made the basis of an application for the authentication and delivery of bonds thereon in principal amount (equivalent to sixty per centum (60%) of the cash to be withdrawn on such basis); or in case the withdrawal of cash is, in whole or in part, based upon the right to the authentication and delivery of bonds (as permitted under clause (2) of this Section) the Company shall comply with all applicable provisions of this Indenture relating to such authentication and delivery; except that in no such case shall the Company be required to comply with any earning requirement or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 hereof.

Notwithstanding any of the other provisions of this Indenture,

(a) to the extent that any cash to be withdrawn under the provisions of this Section or of a Qualified Lien represents the proceeds of property that was not Funded Property released, taken by eminent domain or purchased by any governmental body or agency or its designee upon exercise of any right which it may have to purchase the same or designate a purchaser thereof or damaged or destroyed by fire or represents payment on account of principal of, or consideration for the release of, obligations secured by purchase money mortgage which shall have been deposited with the Corporate Trustee or with the trustee or other holder of a Qualified Lien as the basis of the release of property that was not Funded Property, and the application for the withdrawal of such cash is based upon Property Additions (which shall never previously have been used as the basis of the withdrawal of cash under subdivision (1) of this Section or under a Qualified Lien or as the basis of the release of Property under clause (b) of subdivision (4) of Section 69 hereof) acquired, made or constructed or to be acquired, made or constructed with such cash, or acquired, made or constructed in anticipation of the release of property or the withdrawal of cash (as evidenced by a statement to such effect in an Engineer's Certificate), then such Property Additions shall not have the status of Funded Property, except to the extent of any amount which shall, at the time such Property Additions were made the basis of such withdrawal of cash, have been deducted from the Cost or fair value of such Property Additions pursuant to the provisions of clause (A) of Section 4 hereof less any amount which shall then have been added thereto pursuant to clause (B) of said Section 4, and except to the extent of any amount which shall then have been deducted in respect of Qualified Liens on such Property Additions pursuant to Section 26 hereof, and

(b) to the extent that any cash withdrawn, used or applied under the provisions of this Section or of a Qualified Lien shall have represented the proceeds of property that was not Funded Property released, taken by eminent domain or so purchased or damaged or destroyed by fire or shall have represented payment

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on account of principal of, or consideration for the release of, obligations secured by purchase money mortgage which shall have been deposited with the Corporate Trustee or the trustee or other holder of a Qualified Lien as the basis of the release of property that was not Funded Property,

(i) such cash shall no longer be deemed to be, or to have been at the time of such withdrawal, use or application, Funded Cash;

(ii) any Property Additions made the basis of such withdrawal of cash shall not be deemed to be Funded Property except to the extent of any amount which shall, at the time such Property Additions were made the basis of such withdrawal of cash, have been deducted from the Cost or fair value of such Property Additions pursuant to the provisions of clause (A) of Section 4 hereof less any amount which shall then have been added thereto pursuant to the provisions of clause (B) of said Section 4, and except to the extent of any amount which shall then have been deducted in respect of Qualified Liens on such Property Additions pursuant to Section 26 hereof; and

(iii) any waiver of the right to the authentication and delivery of bonds, made the basis of such withdrawal of cash, shall be revoked and cease to be effective and shall no longer be deemed to have been made,

if the Company shall, within two years after the withdrawal, use or application of such cash, file with the Corporate Trustee such Officers' Certificates, Engineer's Certificates, Independent Engineer's Certificates, Opinions of Counsel and other papers (other than any Resolution, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (6) and (8) of Section 28 hereof) as, under the provisions of Article V hereof, would entitle the Company, on the basis of Property Additions acquired, made or constructed subsequent to the receipt by the Corporate Trustee or the trustee or other holder of a Qualified Lien of such cash, to the authentication and delivery of bonds (equal in principal amount to sixty per centum (60%) of such

cash so withdrawn, used or applied), and the inclusion of such subsequently acquired Property Additions in any such Officers' Certificate, Engineer's Certificate, Independent Engineer's Certificate, Opinion of Counsel or other papers shall not make such subsequently acquired Property Additions Funded Property.

Any obligation secured by purchase money mortgage received or to be received by the Corporate Trustee under any of the provisions of this Indenture in consideration of the release of any property may be released at any time upon payment by the Company to the Corporate Trustee of all or the unpaid portion of the principal of such obligation, provided, however, at any time after the Corporate Trustee shall have received on account of the principal of any obligations secured by purchase money mortgage on a specified property (from the Company, the obligor or otherwise), an amount in cash equal to the aggregate principal amount of such obligations to the extent made the basis of a credit in the application for the release from the Lien hereof of such property, the Corporate Trustee shall deliver to the Company on the written request of the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company, the purchase money mortgage on such property and all obligations secured thereby then held by the Corporate Trustee including, but not limited to, any obligations representing an excess referred to in subdivision (4) of Section 69 hereof.

The principal of and interest on any such obligations secured by purchase money mortgage held by the Corporate Trustee shall be collected by the Corporate Trustee as and when the same become payable, and the Corporate Trustee may take any action which in its judgment may be desirable or necessary to avail of the security of such purchase money mortgage. Unless the Company is in default in the payment of the interest on any of the bonds then Outstanding hereunder or one or more of the Defaults defined in Section 75 hereof shall have occurred and be continuing, the interest received by the Corporate Trustee on any such obligations shall be paid over to the Company and

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any payments received by the Corporate Trustee on account of the principal of any such obligations representing an excess referred to in subdivision (4) of Section 69 hereof shall also be paid over to the Company.

Any bonds issued under this Indenture received by the Corporate Trustee pursuant to the provisions of this Section shall forthwith be canceled by the Corporate Trustee and the Corporate Trustee may periodically cremate any such canceled coupon bonds and deliver a certificate of such cremation to the Company and deliver any such canceled fully registered bonds to the Company, and any Qualified Lien Bonds deposited with the Corporate Trustee pursuant to the provisions of this Section shall be held by the Corporate Trustee subject to the provisions of Article IX hereof.

Every request or application by the Company for action by the Corporate Trustee pursuant to the provisions of this Section shall be accompanied by the Officers' Certificate and the Opinion of Counsel provided for in Section 131 hereof.

SECTION 71. Should any of the Mortgaged and Pledged Property be taken by exercise of the power of eminent domain or should any governmental body or agency, at any time, exercise any right which it may have to purchase or designate a purchaser of any part of the Mortgaged and Pledged Property, the Trustees or the Corporate Trustee shall, upon request of the Company, release from the Lien hereof, all the right, title and interest of the Trustees in and to the property so taken or purchased upon being furnished with an Opinion of Counsel to the effect that such property has been taken by exercise of the power of eminent domain, or purchased in the exercise of a right which a governmental body or agency had to purchase or designate a purchaser of the same. Such Opinion of Counsel shall state the amount of net proceeds received or to be received for such property so taken or purchased and the amount so stated shall be deemed to be the fair value of such property for the purpose of subdivision (b) of Section 110

hereof. An amount equal to the net proceeds of all property so taken or purchased (which proceeds shall, in either event, be required to be entirely in the form of cash) shall be paid over by the Company or a Subsidiary Company, as the case may be, to the Corporate Trustee (unless the same shall have been paid or delivered to the trustee or other holder of a mortgage or other lien constituting a Qualified Lien or lien prior hereto, in accordance with the provisions thereof and a certificate of such trustee or other holder to that effect shall have been furnished to the Corporate Trustee), and (if paid over to the Corporate Trustee hereunder) may, subject to the provisions of Section 74 hereof, thereafter be withdrawn, used or applied in the manner, to the extent and for the purposes and subject to the conditions provided in Section 71 hereof; provided, however, that (so long as any bonds of the 1968 Series are Outstanding), if any such cash shall represent the net proceeds of property purchased by a Federal body or agency in the exercise of a right which it shall have had under license of the Federal Power Commission or other Federal body or agency to purchase the same, all the net proceeds of such purchase shall (to the extent not applied pursuant to Section 74 hereof) be applied to the purchase or redemption of bonds outstanding under any lien prior to the Lien hereof on such property and/or of bonds Outstanding hereunder.

Every request or application by the Company for a release pursuant to the provisions of this Section shall be accompanied by the Officers' Certificate and the Opinion of Counsel provided for in Section 131 hereof.

SECTION 73. (1) In case the Mortgaged and Pledged Property shall be in the possession of a receiver or trustee, lawfully appointed, the powers hereinbefore conferred upon the Company with respect to the sale or other disposition of the Mortgaged and Pledged Property or the withdrawal of cash may be exercised, with the approval of the Corporate Trustee, by such receiver or trustee, notwithstanding the Company may be in default and any request, certificate, appointment or approval

made or signed by such receiver or trustee for such purposes shall be as effective as if made by the Company or its Board of Directors or any of its officers or appointees in the manner herein provided; and if the Trustees or either of them shall be in possession of the Mortgaged and Pledged Property under any provision of this Indenture, then such powers may be exercised by the Trustees in their discretion notwithstanding the Company may be in default.

Notwithstanding the existence of a default in the payment of interest on any bonds Outstanding hereunder or the existence of a Default defined in Section 75 hereof, the Trustees, or either of them, in their discretion, may release from the Lien hereof any part of the Mortgaged and Pledged Property or permit the withdrawal of cash, upon compliance with the other conditions specified in this Article XII in respect thereof.

No purchaser in good faith of property purporting to have been released hereunder shall be bound to ascertain the authority of the Trustees, or either of them, to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of this authority; nor shall any purchaser or grantee of any property or rights permitted by this Article to be sold, granted, exchanged or otherwise disposed of, be under obligation to ascertain or inquire into the authority of the Company to make any such sale, grant, exchange, dedication or other disposition.

(II) The amount initially secured by the lien of the Traction Mortgage is Eleven Million Eight Hundred and Thirteen Thousand Dollars ($11,813,000).

The amount initially secured by the lien of the Colorado Mortgage is Three Million One Hundred and Seven Thousand Dollars ($3,107,000).

The Company, at its option, may at any time and from time to time file with the Corporate Trustee:

(a) a Resolution directing that a specified amount of the advances which the Company shall have made to a Subsidiary

Company subsequent to January 1, 1944, be applied to increase by a like amount the amount secured by the Lien hereof through the lien of the Subsidiary Mortgage of such Subsidiary Company and specifying the amount to which the amount so secured is thereby increased;

(b) an Officers' Certificate stating the amount of all outstanding and unpaid advances made by the Company to such Subsidiary Company and the date of each such advance;

(c) a resolution certified by the secretary or an assistant secretary of such Subsidiary Company to have been duly adopted by the board of directors of such Subsidiary Company and to be in full force and effect on the date so certified, consenting that the amount so secured shall be increased to such specified amount; and

(d) an Opinion of Counsel to the effect that in his or their opinion the amount so secured has been increased to such specified amount.

Upon the filing of the documents mentioned in subdivisions (a), (b), (c), and (d) of this subsection (II) the amount so secured by such Subsidiary Mortgage shall for all purposes of this Indenture be deemed to have been increased to such specified amount.

(III) The Company, at its option, may at any time and from time to time file with the Corporate Trustee a Resolution directing that (1) a specified amount in cash deposited or to be deposited with the Corporate Trustee as the basis of, or the consideration for, the release from the Lien hereof of property of a Subsidiary Company and/or as proceeds of insurance on or of the taking of property of a Subsidiary Company by exercise of the power of eminent domain and/or that a specified amount of cash representing payment on account of the principal amount of, or the basis of the release of, obligations secured by purchase money mortgage on property owned by a Subsidiary Company just prior to its release, and/or (2) a specified amount of cash deposited or to be de-

posited with the Corporate Trustee by the Company or a Subsidiary Company merely for the purpose of this subsection (III), be applied to reduce the amount secured by the Lien hereof through the lien of the Subsidiary Mortgage of a specified Subsidiary Company. On the receipt by the Corporate Trustee of such Resolution and such specified amount of cash, the amount secured by the Lien hereof through the lien of the Subsidiary Mortgage shall be deemed to be reduced by such specified amount for all purposes of this Indenture, and such specified amount of cash shall be credited as a payment on account of principal upon such securities of such Subsidiary Company, if any, pledged under this Indenture and representing advances secured by the Subsidiary Mortgage of such Subsidiary Company as shall be specified in any order signed by the Treasurer or an Assistant Treasurer of the Company. Any such moneys may be withdrawn, used or applied in the manner, to the extent and subject to the conditions provided in Section 71 hereof.

(IV) At any time after the amount secured by the Lien hereof through the lien of a Subsidiary Mortgage of a Subsidiary Company shall have been reduced to naught pursuant to the provisions of subsection (III) of this Section, the Trustees (and any trustee or trustees or co-trustee or co-trustees appointed pursuant to the provisions of this Indenture) may, and upon request of the Company or such Subsidiary Company shall, cancel and discharge the lien of such Subsidiary Mortgage and of all indentures supplemental thereto and execute and deliver to the Company and such Subsidiary Company such deeds and instruments as shall be requisite to satisfy the lien thereof and of all indentures supplemental thereto, and reconvey and transfer to such Subsidiary Company the property mortgaged thereunder.

ARTICLE XIII.

Special Provisions for Retirement of Bonds.

SECTION 74. (1) Subject to the provisions hereinafter contained in this Section, if during any twelve (12) months' period, any of the Mortgaged and Pledged Property is taken by the exercise of the power of eminent domain and/or any governmental body or agency exercises any right which it may have to purchase or designate a purchaser of any part of such property and/or any of such property is sold by the Company or a Subsidiary Company, as the case may be, to one or more Federal, State, County, Municipal or other governmental bodies or agencies or public or semi-public corporations, districts or authorities and/or any of such property is sold by the Company or a Subsidiary Company, as the case may be, pursuant to the exercise by a governmental body or agency of its right to order the Company or such Subsidiary Company to divest itself of any of such property, with the result that (during such period) the Company and the Subsidiary Companies or any of them receives or becomes entitled to receive (during such period or otherwise) proceeds, in cash and/or a principal amount of obligations secured by purchase money mortgage, aggregating not less than Ten Million Dollars ($10,000,000), at a time or times when bonds Outstanding hereunder are, by their express terms, redeemable before maturity by the application of cash deposited pursuant to the provisions of this Section, the Company covenants that (to the extent that any cash received by the Company and the Subsidiary Companies or any of them for such property, or in payment on account of principal of such obligations, including cash proceeds from the disposition of any of such obligations or of property received by the Company and the Subsidiary Companies or any of them in exchange for any of such obligations, has not theretofore been applied to the purchase or redemption of bonds secured hereby, or is not paid or delivered to the trustee or other holder of a Qualified Lien or a lien

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prior hereto, under circumstances in which such cash may not be withdrawn and may not be applied for any purpose except to retire Qualified Lien Bonds or bonds secured by a lien prior hereto), the Company will deposit or cause to be deposited cash in an amount equal to the cash (less any taxes and expenses incidental to such taking or sale) theretofore or then received by the Company and the Subsidiary Companies or any of them for said property (including cash equivalent to any proceeds of said property theretofore withdrawn under the provisions of Section 71 hereof—which cash shall for the purposes of this Indenture be deemed to be cash replaced—and including cash received on account of principal of such obligations as aforesaid) with the Corporate Trustee under the provisions of Article XII hereof and (to the extent that such cash is not paid or delivered to the trustee or other holder of a Qualified Lien or lien prior hereto, as aforesaid) will deposit or cause to be deposited, when and as received, all cash thereafter received for said property, including cash received on account of principal of such obligations as aforesaid, with the Corporate Trustee under the provisions of Article XII hereof (all of which deposit shall also be deemed to have been made pursuant to the provisions of this Section), and, subject to Section 129 hereof, will (to the extent that any cash so deposited is not applied, within four (4) months after the date deposited, to the purchase or redemption of bonds Outstanding hereunder, pursuant to the provisions of Article XI hereof) irrevocably direct the Corporate Trustee to apply the cash so deposited with the Corporate Trustee to the redemption of bonds Outstanding hereunder pursuant to the provisions of Article XI hereof to the extent that bonds then Outstanding hereunder are, by their express terms, redeemable before maturity by the application of cash deposited pursuant to the provisions of this Section.

For the purpose of this Section, cash at any time remaining on deposit with the Corporate Trustee representing payment to it on account of principal of any of such obligations acquired by purchase money mortgage upon the property taken or sold as aforesaid, or

representing consideration deposited with the Corporate Trustee in connection with the release of any of such obligations or representing amounts originally deposited pursuant to the provisions of Section 69 or Section 72 hereof with the Corporate Trustee in connection with the release of any property taken or sold as aforesaid, may, at the option of the Company (evidenced by a notice in writing signed by its President or a Vice-President and its Treasurer or an Assistant Treasurer delivered to the Corporate Trustee), be deemed to have been deposited (as of the time of delivery of such notice) with the Corporate Trustee pursuant to the provisions of this Section and shall thereupon be credited against any amount required to be deposited with the Corporate Trustee pursuant to the provisions of this Section, and shall be applied as a part thereof.

The Company shall in no event be required to deposit cash pursuant to the provisions of this Section nor shall any cash be required to remain on deposit pursuant to the provisions of this Section at a time when no bonds Outstanding hereunder are, by their express terms, redeemable with cash deposited pursuant to the provisions of this Section or when no bonds may be purchased or redeemed by reason of the restriction contained in the next succeeding paragraph, and unless any such cash then on deposit is required to be held by the Corporate Trustee under some other provision of this Indenture such cash shall be paid to the Company upon the written order of its President or a Vice-President and its Treasurer or an Assistant Treasurer.

No bonds shall be purchased or redeemed with cash deposited pursuant to the foregoing provisions of this Section unless (as shall be shown by an Independent Engineer's Certificate, which shall be furnished to the Corporate Trustee within six (6) months prior to any such purchase or the first notice of any such redemption) the fair value to the Company or a Subsidiary Company, as the case may be, of the Mortgaged and Pledged Property to the extent securing amounts hereunder remaining or to remain after the disposition or proposed dis-

position shall be at least equal to ten-sixths (10/6) of the principal amount of bonds which will remain Outstanding hereunder immediately after such purchase or redemption and of all Qualified Lien Bonds then Outstanding and the amount of all other indebtedness of the Company and the Subsidiary Companies or any of them (except indebtedness to the Company or a Subsidiary Company), in any case secured by lien equal or prior to the lien hereof.

(II) If the principal of the bonds hereby secured shall be declared due as provided in Section 77 hereof and if

(a) the Corporate Trustee shall then hold any cash which shall be deemed to have been deposited pursuant to the provisions of this Section or the Company shall then be obligated to deposit cash pursuant to the provisions of this Section; or

(b) the Company shall then hold or be entitled to receive or the Corporate Trustee shall then hold any obligations secured by purchase money mortgage the proceeds of payment of which would (except for such declaration), if paid, be required to be deposited pursuant to the provisions of this Section; or

(c) property of the Company shall have been taken by exercise of the power of eminent domain or proceedings for such taking shall have been commenced or are about to be commenced or the Company or a Subsidiary Company, as the case may be, shall have sold or agreed to sell or shall then contemplate the sale of any of its property under circumstances which in any such case (assuming the completion of such taking or sale) would (except for such declaration) require the deposit of cash pursuant to the provisions of this Section or result in the receipt by the Company or a Subsidiary Company, as the case may be, of obligations secured by purchase money mortgage, the proceeds of payment of which would (except for such declaration) be required to be deposited pursuant to the provisions of this Section;

then, to the extent that bonds then Outstanding would (except for such declaration and except for the provisions of the last paragraph of subsec-

tion (I) of this Section) by their express terms be redeemable before maturity by the application of cash deposited pursuant to the provisions of this Section, the Corporate Trustee shall select, in the manner provided in Section 62 hereof, such amount of bonds so redeemable as could be redeemed by the application of an amount of cash equal to the aggregate amount of cash and obligations (taken at their principal amount) referred to in clauses (a), (b) and (c) above, and the bonds so selected shall be entitled to payment at the respective redemption prices then applicable in the case of the redemption of bonds with cash deposited pursuant to this subsection (II); provided, however, no payment representing premium shall be made to any holder of bonds Outstanding hereunder pursuant to this paragraph unless and until payment of principal and accrued interest to a date fixed by the Corporate Trustee upon all bonds Outstanding hereunder shall have been made or funds for such payment shall be held in trust by the Corporate Trustee for such purpose.

(III) In the event that cash deposited pursuant to the provisions of this Section (hereinafter in this subsection (III) called "deposited cash") shall be applied to the purchase and/or redemption of bonds at a time when bonds of two (2) or more series are Outstanding hereunder

(1) the amount of such cash, if any, to be applied to the purchase or redemption of bonds which are not by their express terms redeemable by the application of deposited cash shall not exceed an amount which bears the same ratio to the total amount of deposited cash as the aggregate principal amount of bonds not so redeemable then Outstanding bears to the total principal amount of all bonds then Outstanding; and

(2) the deposited cash (or the balance thereof remaining after provision for any purchase or redemption of bonds not so redeemable to an extent not exceeding the amount permitted by clause (1) above) shall be applied to the purchase and/or redemption of bonds of the 1968 Series in an amount which shall be at least equal to an amount which bears the same ratio to the

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total amount of deposited cash not applied or to be applied pursuant to clause (1) above as the aggregate principal amount of bonds of the 1968 Series then Outstanding bears to the total principal amount of all bonds then Outstanding which are by their express terms redeemable by the application of deposited cash.

(IV) Before purchasing or accepting tenders of any bonds of the 1968 Series with cash deposited pursuant to the provisions of this Section at any price, the Company or the Corporate Trustee shall previously have offered to purchase or accept tenders of bonds of such series with such cash at such price, or at a greater price, from all holders of bonds of such series pro rata (to the extent practicable in view of the denominations of bonds). An offer to purchase or accept tenders shall be deemed to have been made pro rata for the purpose of this paragraph if

(i) in the event all bonds of the 1968 Series are registered (whether as to principal and interest or principal only), the offer shall be (a) to purchase from each registered owner of such bonds a principal amount of bonds which shall bear, as nearly as shall be practicable, the same ratio to the amount of such cash being applied to the purchase of bonds of the 1968 Series as the total principal amount of bonds registered in the name of such owner bears to the total principal amount of bonds of the 1968 Series Outstanding, or (b) to accept a tender from each registered owner of such bonds of a principal amount of bonds so tendered which shall bear, as nearly as shall be practicable, the same ratio to the amount of such cash being so applied as the total principal amount of bonds of the 1968 Series tendered by each such owner bears to the total principal amount of bonds of the 1968 Series tendered by all registered owners;

(ii) in the event no bonds of the 1968 Series are so registered, the offer shall be to accept tenders from the respective holders of such bonds of a principal amount of bonds so tendered which shall bear, as nearly as shall be practicable, the same ratio to the amount of such cash being so applied as the total principal

amount of bonds of the 1968 Series tendered by each such holder bears to the total principal amount of bonds of the 1968 Series tendered by all holders; and

(iii) in the event there are both such registered and unregistered bonds of the 1968 Series Outstanding, the cash to be applied shall be divided and allocated between such registered and unregistered bonds then Outstanding so that the amount allocated to such registered bonds shall, as nearly as shall be practicable, bear the same ratio to the amount of cash so to be applied as the principal amount of such registered bonds bears to the total principal amount of bonds of the 1968 Series then Outstanding, and the offer, as to such registered bonds, shall be to purchase or accept tenders, with the cash so allocated to such registered bonds, in the manner provided in clause (i) of this paragraph, and as to unregistered bonds shall be to accept tenders in the manner provided in clause (ii) of this paragraph.

Notice of any such offer specified in the preceding paragraph shall be mailed to all holders of such bonds whose names and addresses are then required to be preserved pursuant to the provisions of subdivision (b) of Section 43 hereof and (if unregistered bonds are Outstanding) published at least once in a Daily Newspaper, printed in the English language, and of general circulation in the Borough of Manhattan, The City of New York. The price to be specified in any such offer specified in the preceding paragraph shall be determined by the Company and shall be the same in respect of all bonds of the 1968 Series in so far as any one offer is concerned and the Corporate Trustee is authorized to accept tenders at such specified price pursuant to such offer even though such bonds may at the time be otherwise purchased at lower prices. If the acceptance of bonds pro rata, as aforesaid, does not result (by reason of the denominations of bonds or for any other reason) in substantial exhaustion of all such cash then to be so applied, the Corporate Trustee shall, in its sole discretion and in any manner which it deems equitable, determine the additional bonds, tenders of which shall be accepted. All tenders of bonds pursuant to every such

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offer specified in the preceding paragraph shall be subject to acceptance in whole or in part.

The Company hereby irrevocably empowers the Corporate Trustee, in the event that any redemption is required pursuant to this Section, to give or cause to be given all requisite notices of redemption and to take all such action as may be necessary to effect such redemption.

Except as otherwise expressly provided in this Section, no cash deposited with the Corporate Trustee pursuant to this Section shall be withdrawn, used or applied for any purpose other than the purchase, payment or redemption of bonds Outstanding under this Indenture, but shall continue to be held by the Corporate Trustee until such time as such cash may be applied to the purchase, payment or redemption of bonds as permitted by this Section.

ARTICLE XIV.

Remedies of Trustees and Bondholders upon Default.

SECTION 75. The following events are hereby defined for all purposes of this Indenture and the bonds issued hereunder (except where the term is otherwise defined for specific purposes) as "Defaults":

(a) Failure to pay the principal of any bond hereby secured when the same shall become due and payable, whether at maturity, as therein expressed, or by declaration or otherwise;

(b) Failure to pay interest upon any bond hereby secured for a period of sixty (60) days after such interest shall have become due and payable;

(c) Failure to pay interest upon or principal (whether at maturity as therein expressed or by declaration, or otherwise) of any Outstanding Qualified Lien Bond continued beyond the period of grace, if any, specified in the Qualified Lien securing the same;

(d) Failure to pay any instalment of any fund required to be applied to the purchase or redemption of any of the bonds

hereby secured for a period of sixty (60) days after the same shall have become overdue and payable;

(e) The expiration of a period of ninety (90) days following:

(1) the adjudication of the Company as a bankrupt by any court of competent jurisdiction;

(2) the entry of an order approving a petition seeking reorganization or arrangement of the Company under the Federal Bankruptcy Laws or any other applicable law or statute of the United States of America, or of any State thereof; or

(3) the appointment of a trustee or a receiver of all or substantially all of the property of the Company;

unless during such period such adjudication, order or appointment of a trustee or receiver shall be vacated or shall be stayed on appeal or otherwise or shall have otherwise ceased to continue in effect;

(f) The filing by the Company of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors; the consenting by the Company to the appointment of a receiver or trustee of all or any part of its property; the filing by the Company of a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy Laws, or any other applicable law or statute of the United States of America, or of any State thereof; or the filing by the Company of a petition to take advantage of any insolvency act; and

(g) The expiration of a period of ninety (90) days after the mailing by the Corporate Trustee to the Company or by holders of fifteen per centum (15%) in principal amount of the bonds at the time Outstanding hereunder to the Company and to the Corporate Trustee of a written demand that the Company perform a specified covenant or agreement contained herein or in any indenture supplemental hereto or in any bond secured hereby, which specified covenant or agreement the Company shall have failed to perform prior to such mailing, unless the Company

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during such period shall have performed such specified covenant or agreement. The Corporate Trustee may, and, if requested in writing so to do by the holders of a majority in principal amount of the bonds then Outstanding, shall, make such demand.

SECTION 76. The Trustees shall, within ninety (90) days after the occurrence thereof, give to the bondholders, in the manner and to the extent provided in subdivision (c) of Section 110 hereof, notice of all defaults known to the Trustees, unless such defaults shall have been cured before the giving of such notice (the term "defaults" for the purposes of this Section being hereby defined to be the events specified in subdivisions (a), (b), (c), (d), (e), (f) and (g) of Section 75 hereof not including any periods of grace provided for in said subdivisions) but in the case of any default as specified in subdivision (g) of Section 75 hereof, no such notice shall be given until at least sixty (60) days after the occurrence thereof; provided that, except in the case of default in the payment of the principal of or interest on any of the bonds hereby secured, or in the payment of any instalment of any fund required to be applied to the purchase or redemption of any of the bonds hereby secured, the Trustees shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors and/or Responsible Officers, of the Corporate Trustee in good faith determine that the withholding of such notice is in the interests of the bondholders.

SECTION 77. Upon the occurrence of a Default, as defined in Section 75 hereof, the Corporate Trustee may, and upon the written request of the holders of a majority in principal amount of the bonds then Outstanding shall, and the holders of twenty-five per centum (25%) in principal amount of the bonds at the time Outstanding hereunder may, by notice in writing given to the Company (and to the Corporate Trustee if such notice be given by bondholders) declare the principal of all of the bonds hereby secured and the interest accrued thereon

immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable; subject, however, to the right of the holders of a majority in principal amount of all Outstanding bonds, by written notice to the Company (and, if by the bondholders, by written notice to the Trustees) thereafter to annul such declaration and destroy its effect at any time before any sale hereunder, if, before any such sale, all covenants with respect to which Default shall have been made shall be fully performed or made good, and all arrears of interest with interest upon overdue instalments of interest (to the extent that payment of such interest is enforceable under applicable law) at the rate of six per centum (6%) per annum upon all bonds Outstanding hereunder and the reasonable expenses and charges of the Trustees, their agents and attorneys, and all other indebtedness secured hereby, except the principal of any bonds not then due by their terms and except interest accrued on such bonds since the last interest payment date, shall be paid, or the amount thereof shall be paid to the Trustees for the benefit of those entitled thereto.

SECTION 78. Upon the occurrence of one or more Defaults, as defined in Section 75 hereof, the Company, upon demand of the Trustees or either of them, shall (if at the time such action shall be lawful) forthwith surrender and cause the Subsidiary Companies, if any, to surrender to the Corporate Trustee or to both the Corporate Trustee and the Co-Trustee, or Co-Trustee to the extent that the Corporate Trustee is not legally qualified to take possession, as it, they or he may demand, the actual possession of, and (if at the time such action shall be lawful) the Corporate Trustee, or the Corporate Trustee and the Co-Trustee, or the Co-Trustee to the extent that the Corporate Trustee is not qualified to act in the premises, as shall be specified in such demand, by such officer or agent as it, they or he may appoint, may take possession of all the Mortgaged and Pledged Property (with the books, papers and accounts of the Company and, so long as any property of

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any Subsidiary Company is subject to the Lien hereof, of such Subsidiary Company or Subsidiary Companies) and hold, operate and manage the same, and from time to time make all needful repairs and such extensions, additions and improvements as to the Corporate Trustee, or the Corporate Trustee and the Co-Trustee, or the Co-Trustee to the extent that the Corporate Trustee is not qualified to act in the premises, shall seem wise, and receive the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and out of the same pay all proper costs and expenses of so taking, holding, managing and operating the same, including reasonable compensation to the Trustees, their agents and counsel, and any charges of the Trustees hereunder, and any taxes and assessments and other charges prior to the Lien of this Indenture which the Trustee or Trustees in possession may deem it wise to pay, and all expenses of such repairs, extensions, additions and improvements, and apply the remainder of the moneys so received by the Corporate Trustee, or the Corporate Trustee and the Co-Trustee, or the Co-Trustee to the extent that the Corporate Trustee is not qualified to act in the premises, subject to the provisions of Section 86 hereof with respect to extended, transferred or pledged coupons or claims for interest, first to the payment of the instalments of interest which are due and unpaid, in the order of their maturity, with interest (to the extent that payment of such interest is enforceable under applicable law) upon such instalments of interest at the rate of six per cent. (6%) per annum, and next, if the principal of any of said bonds is due, to the payment of the principal and accrued interest thereon pro rata without any preference or priority whatever, except as aforesaid. Whenever all that is due upon such bonds and instalments of interest and under any of the terms of this Indenture shall have been paid and all Defaults, as defined in Section 75 hereof, made good, the Trustee or Trustees in possession shall surrender possession respectively to the Company and/or the Subsidiary Companies, their or its successors or assigns, as the case may be, the same right of entry, how-

ever, to exist upon any subsequent Default, as defined in Section 75 hereof.

SECTION 79. Upon the occurrence of one or more Defaults, as defined in Section 75 hereof, the Trustees, by such officer or agent as they may appoint, with or without entry, may, if at the time such action shall be lawful, sell the Mortgaged and Pledged Property at public auction, at some convenient place in Salt Lake City, Utah, or such other place or places as may be required by law, having first given notice of such sale by publication in at least one Daily Newspaper, printed in the English language, and of general circulation in Salt Lake City, Utah (if there be such a Daily Newspaper), once on at least four different days preceding such sale, the first publication to be made not less than twenty (20) days prior to the date of such sale, and by like publication in at least one Daily Newspaper, printed in the English language, and of general circulation in the Borough of Manhattan, The City of New York, and any other notice which may be required by law, and from time to time may adjourn such sale in their discretion by announcement at the time and place fixed for such sale without further notice, and upon such sale may make and deliver to the purchaser or purchasers a good and sufficient instrument or instruments of conveyance, assignment or transfer for the same, which sale shall, to the extent then permitted by law, be a perpetual bar, both at law and in equity, against the Company and, if any, the Subsidiary Companies and all persons, firms and corporations lawfully claiming or who may claim by, through or under it or them.

Upon any sale of all or any part of the Mortgaged and Pledged Property either under the power of sale hereby given or under judgment or decree in any judicial proceeding for foreclosure or otherwise for the enforcement of this Indenture, the property of each Subsidiary Company shall be offered for sale and sold separately (in one or more parcels) from the remainder of the Mortgaged and Pledged Property;

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provided that if so determined by the Trustees or so requested in writing by the holders of a majority in principal amount of the bonds Outstanding hereunder, all or any part of the property of either Subsidiary Company may be sold as a part of all or of any part of the remainder of the Mortgaged and Pledged Property under the order of a court of competent jurisdiction so providing and further prescribing the method of allocation and application of the proceeds of sale of the property of such Subsidiary Company so sold, having in view relative values of property to be sold and the limited amount of indebtedness secured by the Subsidiary Mortgage of such Subsidiary Company.

SECTION 80. In case of the breach of any of the covenants or conditions of this Indenture, the Trustees shall have the right and power to take appropriate judicial proceedings for the enforcement of their rights and the rights of the bondholders hereunder. In case of a Default, as defined in Section 75 hereof, the Trustees may either after entry, or without entry, proceed by suit or suits at law or in equity to enforce payment of the bonds then Outstanding hereunder and to foreclose this Indenture and to sell the Mortgaged and Pledged Property under the judgment or decree of a court or courts of competent jurisdiction.

No remedy by the terms of this Indenture conferred upon or reserved to the Trustees or either of them (or to the bondholders), is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Default, as defined in Section 75 hereof, shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Default, as defined in Section 75 hereof, shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon.

SECTION 81. The holders of not less than a majority in principal amount of the bonds at the time Outstanding hereunder may direct the time, method, and place of conducting any proceeding for any remedy available to the Trustees, or either of them, or exercising any trust or power conferred upon the Trustees, or either of them.

For the purposes of this Section and of Sections 75, 77, 79, 99, 111, 112, 118 and 132 hereof, in determining whether the holders of the required percentage of the principal amount of bonds have concurred or participated in any direction or consent, bonds owned by the Company, or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company (unless all bonds at the time Outstanding are so owned), shall be disregarded, except that for the purpose of determining whether the Trustees, or either of them, shall be protected in relying on any such direction or consent, only bonds which the Trustees, or either of them, know are so owned, shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this paragraph, if the pledgee shall establish to the satisfaction of the Trustees or the Corporate Trustee the pledgee's right to vote such bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. In case of a dispute as to such right, any decision by the Trustees, or either of them, taken upon the advice of counsel shall be full protection to the Trustees.

SECTION 82. In case of a Default, as defined in Section 75 hereof, and upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustees and of the bondholders under this Indenture, the Trustees shall be entitled, as a matter

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of right (to the extent that such right is enforceable under applicable law), to the appointment of a receiver or receivers of the Mortgaged and Pledged Property, and of the tolls, rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer, whether or not the Mortgaged and Pledged Property shall be adequate to satisfy the bonds then Outstanding.

SECTION 83. Upon any sale being made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, the principal of all bonds then secured hereby, if not previously due, shall become and be immediately due and payable.

SECTION 84. Upon any sale made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, any bondholder or bondholders may bid for and purchase the Mortgaged and Pledged Property or any part thereof offered for sale, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property in his, their or its own absolute right without further accountability, and any purchasers at any such sale may, in paying the purchase money, turn in any of the bonds Outstanding hereunder and coupons or claims for interest outstanding hereunder in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, subject, however, to the provisions of Section 86 hereof with respect to extended, transferred or pledged coupons or claims for interest. Said bonds and coupons, in case the amounts so payable thereon shall be less than the amount due thereon, shall be returned to the holders thereof after being appropriately stamped to show partial payment.

SECTION 85. Upon any sale made either under the power of sale hereby given or under judgment or decree in any judicial proceedings

for the foreclosure or otherwise for the enforcement of this Indenture, the receipt of the Trustees or of the officer making such sale shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustees or of such officer therefor, be obliged to see to the application of such purchase money, or be in any wise answerable for any loss, misapplication or non-application thereof.

Any sale made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture shall, if and to the extent then permitted by law, operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company and each Subsidiary Company of, in and to the property so sold, and be a perpetual bar both at law and in equity against the Company and the Subsidiary Companies, their or its successors and assigns and against any and all persons, firms or corporations claiming or who may claim the property sold, or any part thereof, from, through or under the Company and the Subsidiary Companies, their or its successors or assigns.

SECTION 86. The proceeds of any sale made either under the power of sale hereby given, or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, together with any other amounts of cash which may then be held by the Trustees or either of them, as part of the Mortgaged and Pledged Property, shall (subject to the last sentence of this Section) be applied, as follows:

First.—To the payment of all taxes, assessments, governmental charges, Qualified Liens and liens prior to the Lien of this Indenture, except those subject to which such sale shall have been made, and of all the costs and expenses of such sale, including

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reasonable compensation to the Trustees, their agents and attorneys, and of all other sums payable to the Trustees hereunder by reason of any expenses or liability incurred (in good faith and without negligence by the Trustees) or advances made in connection with the management or administration of the trusts hereby created;

Second.—To the payment in full of the amounts then due and unpaid for principal, premium and interest upon the bonds then secured hereby, with interest on the overdue principal and (to the extent that payment of such interest is enforceable under applicable law) upon overdue instalments of interest at the rate of six per centum (6%) per annum; and in case such proceeds shall be insufficient to pay in full the amounts so due and unpaid, then to the payment thereof ratably, without preference or priority as to principal, premium or interest, or of any instalment of interest over any other instalment of interest; provided, however, that if the time for the payment of any coupon or claim for interest upon any of the bonds secured hereby shall have been extended (except pursuant to action taken under Article XX hereof) by or with the consent of the Company, or if any thereof at or after maturity shall have been transferred or pledged separate from the bond to which they relate, such coupons or claims for interest shall not be entitled in case of Default hereunder to the benefit or security of this Indenture except after the prior payment in full of the principal and premium, if any, of all bonds issued hereunder and then secured hereby and of all coupons and claims for interest on such bonds the payment of which has not been so extended, or not so transferred or pledged; but the foregoing provisions of this paragraph *Second* shall not be applicable to any coupon or claim for interest the time for the payment of which shall have been extended, if such extension be pursuant to a plan proposed by the Company to all holders of any one or more series of bonds then outstanding and accepted by and binding upon the holder of such coupon or claim for interest;

Third.—Any surplus thereof remaining to the Company, its successors or assigns or to whosoever may be lawfully entitled to receive the same.

In respect of the proceeds of sale of property of a Subsidiary Company the foregoing provisions of this Section are subject to the limitations herein and in the Subsidiary Mortgages expressed and to any order of court which may be made as provided in Section 79 hereof.

SECTION 87. In case of a Default, as defined in Section 75 hereof, to the extent that such rights may then lawfully be waived, neither the Company nor any Subsidiary Company nor any one claiming through or under any of them shall or will set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Mortgaged and Pledged Property may be situated, in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the Mortgaged and Pledged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, but the Company, for itself and, if any, the Subsidiary Companies and all who may claim through or under them or it, hereby waives, to the extent that it lawfully may so do, the benefit of all such laws and all right of appraisement and redemption to which it or they may be entitled under the laws of the State of Utah or of any other State where any of the Mortgaged and Pledged Property may be situated. The Company, for itself and, if any, the Subsidiary Companies and all who may claim through or under it or them, waives, to the extent that it lawfully may do so, any and all right to have the estates comprised in the security intended to be created hereby marshalled upon any foreclosure of the Lien hereof, and agrees that any court having jurisdiction to foreclose such Lien may sell the Mortgaged and Pledged Property of the Company as an entirety.

SECTION 88. The Company covenants that if default shall be made in the payment of the principal of any bond hereby secured when the same shall become payable, whether by the maturity of said bond or otherwise or in the case of a default in the payment of the interest on

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any bond for a period of sixty (60) days after such interest shall have become due and payable, then upon demand of the Corporate Trustee, the Company will pay to the Trustees, for the benefit of the holders of the bonds and coupons then secured hereby, the whole amount due and payable on all such bonds and coupons for principal, premium, if any, and interest, with interest upon the overdue principal and (to the extent that payment of such interest is enforceable under applicable law) upon overdue instalments of interest at the rate of six per centum (6%) per annum.

In the case of a default in payment of the principal of any bond, when the same shall become due and payable, or in the case of a default in the payment of the interest on any bond for a period of sixty (60) days after such interest shall have become due and payable, the Trustees may recover judgment, in their own names and as trustees of an express trust, against the Company for the whole amount of such principal, interest and any premium remaining unpaid together with interest upon the overdue principal and (to the extent that payment of such interest is enforceable under applicable law) upon overdue instalments of interest, if any, at the rate of six per centum (6%) per annum.

The Trustees or either of them may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustees or either of them and of the bondholders allowed in any judicial proceedings relative to the Company and, if any, the Subsidiary Companies or their or its creditors, or their or its property. In case of any receivership, insolvency, bankruptcy, reorganization or other similar proceedings affecting the Company and the Subsidiary Companies or any of them or their or its property, the Corporate Trustee, irrespective of whether the principal of the bonds shall then be due and payable and irrespective of whether the Corporate Trustee shall have made any demand for such payment, shall be entitled and empowered either in its own name or as trustee of an express trust or as attorney in fact for the holders of the bonds and coupons, or in any one or more of such capacities, to file a proof of

claim for the whole amount of principal and interest (with interest upon such overdue principal and, to the extent that payment of such interest is enforceable under applicable law, upon overdue instalments of interest at the rate of six per centum (6%) per annum) which may be or become owing and unpaid in respect of the bonds and for any additional amount which may be or become payable by the Company and, if any, the Subsidiary Companies hereunder, without regard to or deduction for any amount which may have been or which may thereafter be received, collected or realized by the Trustees from or out of the Mortgaged and Pledged Property or any part thereof or from or out of the proceeds thereof or any part thereof; but nothing in this Indenture contained shall authorize the Trustees or either of them to accept or consent to any composition or plan of reorganization on behalf of any bondholder. In respect of proofs of claims and other papers or documents filed in proceedings affecting a Subsidiary Company the provisions of this Section are subject to the limitations herein and in the Subsidiary Mortgage of such Subsidiary Company expressed.

The Trustees, to the extent permitted by law, shall be entitled to sue and recover judgment and/or to file and prove such claim as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the Lien of this Indenture upon the Mortgaged and Pledged Property, and in case of a sale of any of the Mortgaged and Pledged Property and of the application of the proceeds of sale to the payment of the debt hereby secured, the Trustees in their own names and as trustees of an express trust shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all the bonds and coupons then Outstanding hereunder, for the benefit of the holders thereof, and the Trustees shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustees and no levy of any execution upon any such judgment upon any of the Mortgaged and Pledged Property (subject, however, as to the property of each Subsidiary Company to the limitations herein and in the Subsidiary Mortgage of such Subsidiary Company expressed) or upon

any other property, shall in any manner or to any extent affect the Lien of this Indenture upon the Mortgaged and Pledged Property or any part thereof, or any rights, powers or remedies of the Trustees hereunder, or any lien, rights, powers or remedies of the holders of the said bonds, but such lien, rights, powers and remedies of the Trustees and of the bondholders shall continue unimpaired as before.

Any moneys thus collected or received by the Trustees under this Section shall be applied by them first, to the payment of their expenses, disbursements and compensation and the expenses, disbursements and compensation of their agents and attorneys, and, second, toward payment of the amounts then due and unpaid upon such bonds and coupons in respect of which such moneys shall have been collected, ratably and without preference or priority of any kind (subject to the provisions of Section 86 hereof with respect to extended, transferred or pledged coupons and claims for interest), according to the amounts due and payable upon such bonds and coupons, respectively, at the date fixed by the Trustees for the distribution of such moneys, with interest upon overdue principal and (to the extent that payment of such interest is enforceable under applicable law) upon overdue instalments of interest at the rate of six per centum (6%) per annum, upon presentation of the several bonds and coupons and upon stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

SECTION 89. All rights of action (including the right to file proofs of claim) under this Indenture or under any of the bonds or coupons may be enforced by the Trustees, or either of them, without the possession of any of the bonds or coupons or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustees, or either of them, shall be brought in their names as Trustees, or in its or his name as Trustee, and any recovery of judgment shall be for the equal benefit of the holders of the Outstanding bonds and coupons, subject to the provisions of Section 86 hereof with respect to extended, transferred or pledged coupons and claims for interest.

In any proceeding brought by the Trustees, or either of them (including also any proceeding involving the interpretation of any provision of this Indenture to which the Trustees or either of them shall be parties), such Trustees or Trustee shall be held to represent all the holders of the bonds and coupons secured by this Indenture and it shall not be necessary to make such holders of the bonds and coupons parties to any such proceedings.

SECTION 90. No holder of any bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder unless such holder shall have previously given to the Trustees written notice of a Default, nor unless also the holders of twenty-five per centum (25%) in principal amount of the bonds then Outstanding hereunder shall have made written request to the Trustees and shall have offered them reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in their own names and the Trustees shall have declined to take such action or shall have failed so to do within sixty (60) days thereafter; it being understood and intended that no one or more holders of the bonds or coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the Lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all holders of Outstanding bonds and coupons.

Notwithstanding any other provision of this Indenture, the right of any holder of any bond to receive payment of the principal of and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder.

SECTION 91. The Company may waive any period of grace provided for in this Article XIV.

In case the Trustees shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustees, then and in every such case the Company and the Trustees shall be restored to their former positions and rights hereunder with respect to the Mortgaged and Pledged Property, and all rights, remedies and powers of the Trustees shall continue as if no such proceedings had been taken.

ARTICLE XV.

Evidence of Rights of Bondholders and Ownership of Bonds.

SECTION 92. Any request, declaration or other instrument, which this Indenture may require or permit to be signed and executed by the bondholders, may be in any number of concurrent instruments of similar tenor, and shall be signed or executed by such bondholders in person or by attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney, or of the holding by any person of the bonds or coupons appertaining thereto, shall be sufficient (subject, in so far as the Trustees are concerned, to the provisions of Section 98 and Section 99 hereof) for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(*a*) The fact and date of the execution by any person of such request or other instrument or writing may be proved by a certificate acknowledged as required for an instrument to be recorded in the State of New York; and

(*b*) The amount of bonds transferable by delivery held by any person executing such request or other instrument as a bondholder, and the series and serial numbers thereof, held by such person, and the date of his holding the same, may be proved by

a certificate executed by any trust company, bank, banker or other depositary wherever situated, if such certificate shall be deemed by the Corporate Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depositary the bonds described in such certificate. The Trustees or either of them may nevertheless in their discretion require further proof in cases where they deem further proof desirable. The ownership of bonds registered as to principal and interest or principal only shall be proved by the registry books.

Any request, consent or vote of the owner of any bond shall bind all future holders and owners of said bond or of any bond issued in exchange or substitution for said bond in respect of anything done or suffered by the Company or the Trustees in pursuance thereof.

SECTION 93. The Company and the Trustees may deem and treat the bearer of any temporary or coupon bond Outstanding hereunder, which shall not at the time be registered as to principal as hereinbefore authorized, and the bearer of any coupon for interest on any such bond, whether such bond shall be registered or not, as the absolute owner of such bond or coupon, as the case may be, whether or not such bond or coupon shall be overdue, for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

The Company and the Trustees may deem and treat the person in whose name any fully registered bond Outstanding hereunder shall be registered upon the books of the Company, as herein authorized, as the absolute owner of such bond for the purpose of receiving payment of or on account of the principal of and interest on such bond and for all other purposes, and they may deem and treat the person in whose name any coupon bond shall be so registered as to principal as the absolute owner thereof for the purpose of receiving payment of or on account of the principal thereof and for all other purposes, except to receive payment of interest represented by outstanding coupons; and all such

payments so made to any such registered owner, or upon his order, shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

Neither the Company nor the Trustees shall be bound to recognize any person as the holder of a bond Outstanding under this Indenture unless and until his bond is submitted for inspection, if required, except as may otherwise be provided by regulations made under Section 119 hereof, and his title thereto satisfactorily established, if disputed.

ARTICLE XVI.

Immunity of Incorporators, Subscribers to the Capital Stock, Stockholders, Officers and Directors.

SECTION 94. No recourse under or upon any obligation, covenant or agreement contained in this Indenture (including any indenture supplemental hereto) or in any bond or coupon hereby secured, or because of the creation of any indebtedness hereby secured, shall be had against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any predecessor or successor corporation or of, if any, the Subsidiary Companies, as such, either directly or through the Company or any predecessor or successor corporation or such Subsidiary Companies, under any rule of law, statute or constitution or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and understood that this Indenture and the obligations hereby secured, are solely corporate obligations, and that no such personal liability shall attach to, or be incurred by, such incorporators, subscribers to the capital stock, stockholders, officers or directors of the Company or of any predecessor or successor corporation or of the Subsidiary Companies, or any of them, as such, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agree-

ments contained in this Indenture or in any of the bonds or coupons hereby secured, or implied therefrom, and that any and all such personal liability of every name and nature, and any and all such rights and claims against every such incorporator, subscriber to the capital stock, stockholder, officer or director, as such, whether arising at common law or in equity, or created by rule of law, statute, constitution or otherwise, are expressly released and waived as a condition of, and as part of the consideration for, the execution of this Indenture and the issue of the bonds and interest obligations secured hereby.

ARTICLE XVII.

Effect of Merger, Consolidation, Etc.

SECTION 95. Nothing in this Indenture shall prevent any consolidation of the Company with, or merger of the Company into, any corporation having corporate authority to carry on any of the businesses mentioned in the first sentence of Section 4 of this Indenture, or any conveyance, transfer or lease, subject to the Lien of this Indenture, of all or substantially all of the Mortgaged and Pledged Property of the Company as an entirety to any corporation lawfully entitled to acquire or lease or operate the same; provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the Lien or security of this Indenture, or any of the rights or powers of the Trustees or the bondholders hereunder; and provided, further, that any such lease shall be made expressly subject to immediate termination by the Company or by the Trustees at any time during the continuance of a Default hereunder, and also by the purchaser of the property so leased at any sale thereof hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings; and provided further, that, upon any such consolidation, merger, conveyance or transfer, or upon any such lease the

term of which extends beyond the date of maturity of any of the bonds secured hereby, the due and punctual payment of the principal and interest of all said bonds according to their tenor and the due and punctual performance and observance of all the covenants and conditions of this Indenture to be kept or performed by the Company shall be expressly assumed by an instrument in writing (satisfactory to the Corporate Trustee) executed and delivered to the Trustees by the corporation formed by such consolidation or into which such merger shall have been made, or acquiring all or substantially all the Mortgaged and Pledged Property of the Company as an entirety, as aforesaid, or by the lessee under any such lease the term of which extends beyond the date of maturity of any of the bonds secured hereby.

SECTION 96. In case the Company, as permitted by Section 95 hereof, shall be consolidated with or merged into any other corporation or shall convey or transfer, subject to the Lien of this Indenture, all or substantially all the Mortgaged and Pledged Property of the Company as an entirety, the successor corporation formed by such consolidation, or into which the Company shall have been merged, or which shall have received a conveyance or transfer as aforesaid—upon executing with the Trustees and causing to be recorded an indenture, satisfactory to the Trustees, whereby such successor corporation shall assume and agree to pay, duly and punctually, the principal of and interest on the bonds issued hereunder in accordance with the provisions of said bonds and coupons and this Indenture, and shall agree to perform and fulfill all the covenants and conditions of this Indenture to be kept or performed by the Company—shall succeed to and be substituted for the Company with the same effect as if it had been named herein, and shall have and may exercise under this Indenture the same powers and rights as the Company, and (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing general powers and rights) such successor corporation thereafter may cause to be executed, authenticated and delivered, either in its own name or in

the name of Utah Power & Light Company, as its name is now or shall then exist, in respect of property of the character defined in Section 4 hereof as Property Additions (subject, however, to the limitations provided for in subsection (II) of Section 4 hereof), such bonds as could or might have been executed, issued and delivered by the Company had it acquired such property of such character by purchase on or after the date of such consolidation, merger, conveyance or transfer, and had such consolidation, merger, conveyance or transfer not occurred, and upon the order of such successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this Indenture prescribed, concerning the authentication and delivery of bonds, the Corporate Trustee shall authenticate and deliver any bonds delivered to it for authentication which shall have been previously signed by the proper officers of the Company, and such bonds as the successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be executed and delivered to the Corporate Trustee for such purpose, and such successor corporation shall also have and may exercise in respect of the property of such character, and subject to all the terms, conditions and restrictions in this Indenture prescribed applicable thereto, whether as to withdrawal of cash, release of property, credit under Section 39 hereof, or otherwise, the same powers and rights which the Company might or could exercise had it acquired the property of such character (subject, however, to the limitations provided for in subsection (II) of Section 4 hereof) by purchase on or after the date of such consolidation, merger, conveyance or transfer, and had such consolidation, merger, conveyance or transfer not occurred. All the bonds so issued or delivered by the Company shall in all respects have the same legal right and security as the bonds theretofore issued or delivered in accordance with the terms of this Indenture as though all of said bonds had been authenticated and delivered at the date of the execution hereof. As a condition precedent to the execution by such successor corporation and the authentication and delivery by the Corporate Trustee of any such additional bonds or the withdrawal of cash

or the release of property, under any of the provisions of this Indenture or the taking of a credit under Section 39 hereof, on the basis of property of the character defined in Section 4 hereof as Property Additions acquired, made or constructed by the successor corporation or by any corporation with which the Company or any successor corporation may be so consolidated or into which the Company or any successor corporation may be so merged or to which the Company or any successor corporation may make any such conveyance, the indenture with the Trustees to be executed and caused to be recorded by the successor corporation as in this Section provided, or a subsequent indenture, shall contain a conveyance or transfer and mortgage in terms sufficient to subject such property to the Lien hereof; and provided further that the lien created thereby and the lien thereon shall have similar force, effect and standing as the Lien of this Indenture would have if the Company should not be consolidated with or merged into such other corporation or should not convey or transfer, subject to this Indenture, all or substantially all the Mortgaged and Pledged Property of the Company as an entirety, as aforesaid, to such successor corporation, and should itself on or after the date of such consolidation, merger, conveyance or transfer, acquire or construct such property (subject, however, to the limitations provided for in subsection (II) of Section 4 hereof), and in respect thereof should request the authentication and delivery of bonds or the withdrawal of cash or the release of property under the provisions of this Indenture or take a credit under Section 39 hereof.

The Trustees, subject to the provisions of Sections 98 and 99 hereof, may receive an Opinion of Counsel as conclusive evidence that any such assumption and any such lien and any such indenture complies with the foregoing conditions and provisions of this Section.

SECTION . In case the Company, as permitted by Section 95 of this Indenture, shall be consolidated with or merged into any other corporation, or shall convey or transfer, subject to the Lien of this Indenture, all or substantially all the Mortgaged and Pledged Property of the Company

as an entirety as aforesaid, neither this Indenture nor the indenture with the Trustees to be executed and caused to be recorded by the successor corporation as in Section 96 hereof provided, shall, unless such indenture shall otherwise provide, become or be a lien upon any of the properties or franchises of the successor corporation except (*a*) those acquired by it from the Company, and improvements, extensions and additions thereto and renewals and replacements thereof, (*b*) the property made and used by the successor corporation as the basis under any of the provisions of this Indenture for the authentication and delivery of additional bonds or the withdrawal of cash or the release of property or a credit under Section 39 hereof, and (*c*) such franchises, repairs and additional property as may be acquired, made or constructed by the successor corporation (1) to maintain, renew and preserve the franchises covered by this Indenture, or (2) to maintain the property mortgaged and intended to be mortgaged hereunder as an operating system or systems in good repair, working order and condition, or (3) in pursuance of some covenant or agreement hereof to be kept or performed by the Company.

ARTICLE XVIII.

Concerning the Trustees.

SECTION 98. The Corporate Trustee shall at all times be a bank or trust company eligible under Section 35 hereof and have a combined capital and surplus of not less than Five Million Dollars ($5,000,000). If the Corporate Trustee publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to in Section 35 hereof, then for the purposes of this Section the combined capital and surplus of the Corporate Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Any Co-Trustee appointed in succession to Arthur E. Burke shall always be an individual, a citizen of the United States of America, or

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a bank or trust company having a combined capital and surplus of not less than One Hundred and Fifty Thousand Dollars, organized and doing business under the laws of the United States of America or of one of the States thereof or of the District of Columbia which is authorized under such laws to exercise corporate trust powers, unless otherwise required by law.

The Trustees hereby accept the trust hereby created. The Trustees undertake, prior to Default, as defined in Section 75 hereof, and after the curing of all such Defaults which may have occurred, to perform such duties and only such duties as are specifically set forth in this Indenture and in case of such Default (which has not been cured) to exercise such of the rights and powers vested in them by this Indenture, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Corporate Trustee, upon receipt of evidence furnished to it by or on behalf of the Company pursuant to any provision of this Indenture, will examine the same to determine whether or not such evidence conforms to the requirements of this Indenture.

SECTION 90. No provision of this Indenture shall be construed to relieve the Trustees or either of them from liability for their, its or his own negligent action, their, its or his own negligent failure to act, or their, its or his own wilful misconduct, except that

(a) prior to Default, as defined in Section 75 hereof, and after the curing of all such Defaults which may have occurred, the Trustees or either of them shall not be liable except for the performance of such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustees or either of them but the duties and obligations of the Trustees or either of them, prior to Default, as defined in Section 75 hereof, and after the curing of all such Defaults which may have occurred, shall be determined solely by the express provisions of this Indenture; and

(b) prior to Default, as defined in Section 75 hereof, and after the curing of all such Defaults which may have occurred, and in the absence of bad faith on the part of the Trustees or either of them, the Trustees or either of them may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions conforming to the requirements of this Indenture; and

(c) the Trustees or either of them shall not be personally liable for any error of judgment made in good faith by a Responsible Officer or Responsible Officers of the Corporate Trustee unless it shall be proved that the Trustees or either of them were negligent in ascertaining the pertinent facts; and

(d) the Trustees or either of them shall not be personally liable with respect to any action taken or omitted to be taken by them, it or him in good faith in accordance with the direction of the holders of not less than a majority in principal amount of the bonds at the time Outstanding (determined as provided in Section 81 hereof) relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustees or either of them, or exercising any trust or power conferred upon the Trustees or either of them, under this Indenture.

SECTION 100. The recitals of fact contained herein and in the bonds shall be taken as the statements of the Company and the Trustees or either of them assume no responsibility for the correctness of the same. The Trustees or either of them make no representations as to the value of the Mortgaged and Pledged Property or any part thereof, or as to the title of the Company or a Subsidiary Company, as the case may be, thereto, or as to the validity or adequacy of the security afforded thereby and hereby, or as to the validity of this Indenture, or of the bonds or coupons issued hereunder.

Except as herein otherwise may be specifically provided, the Trustees shall be under no duty to file or record or cause to be filed or recorded this Indenture or a Subsidiary Mortgage (including any instruments supplemental hereto or thereto) or any purchase money

mortgage held hereunder, as a mortgage, conveyance or transfer of real or personal property, or otherwise, or to re-file or re-record or renew the same, or to procure any further, other, or additional instruments of further assurance, or to see to the delivery to them of any personal property intended to be mortgaged or pledged hereunder, or to do any other act which may be suitable to be done for the better maintenance or continuance of the Lien or security hereof, or for giving notice of the existence of such Lien, or for extending or supplementing the same or to see that any property intended now or hereafter to be conveyed in trust hereunder is subjected to the Lien hereof. The Trustees shall not be liable for failure of the Company to insure or renew insurance or for responsibilities of insurers, or for the adequacy of any method or plan of protection against loss by fire adopted by the Company as permitted by the provisions of Section 37 hereof, or for the failure of the Company to pay or cause to be paid any tax or taxes in respect of the Mortgaged and Pledged Property, or any part thereof, or otherwise, nor shall the Trustees be under any duty in respect of any tax which may be assessed against them or the owners of the bonds Outstanding hereunder in respect of the Mortgaged and Pledged Property. The Trustees shall be under no duty or responsibility with respect to the validity or value of any securities at any time held by them hereunder. The Trustees shall be under no responsibility or duty with respect to the disposition of the bonds authenticated and delivered hereunder or the application of the proceeds thereof or the application of any moneys paid to the Company under any of the provisions hereof. None of the provisions of this Section shall be deemed to relieve the Trustees or either of them of their, its or his duties or obligations under Sections 98 and 99 hereof.

SECTION 101. The Trustees or either of them shall not be personally liable in case of entry by them, it or him upon the Mortgaged and Pledged Property for debts contracted or liability or damages incurred in the management or operation of said property.

Any Trustee, in its or his individual or any other capacity, may become the owner or pledgee of bonds or coupons secured hereby with the same rights it or he would have if not Trustee.

SECTION 102. Whenever it is provided in this Indenture that the Trustees or either of them shall take any action upon the happening of a specified event or upon the fulfillment of any condition or upon the request of the Company or of bondholders, the Trustees or either of them taking such action shall have full power to give any and all notices and to do any and all acts and things incidental to such action.

SECTION 103. Any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustees or either of them on the Company shall be deemed to have been sufficiently given or served, for all purposes, by being deposited postage prepaid in a postoffice letter box addressed (until another address is filed by the Company with the Corporate Trustee for the purpose of this Section), as follows: Utah Power & Light Company, Salt Lake City, Utah.

SECTION 104. To the extent permitted by Sections 98 and 99 hereof:

(1) The Trustees or either of them may rely and shall be protected in acting upon any Resolution, Officers' Certificate, Engineer's Certificate, Independent Engineer's Certificate, Net Earning Certificate, Opinion of Counsel, resolution, certificate, opinion, notice, request, consent, order, appraisal, report, bond or other paper or document believed by them, it or him to be genuine and to have been signed or presented by the proper party or parties; and

(2) The Trustees or either of them may consult with counsel, who may be of counsel to the Company, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by them, it or him hereunder in good faith and in accordance with the opinion of such counsel.

The Trustees or either of them shall not be under any responsibility for the selection, appointment or approval of any expert for any of the purposes expressed in this Indenture, except that nothing in this Section contained shall relieve the Trustees or either of them of their, its or his obligation to exercise reasonable care with respect to such selection, appointment or approval of independent experts who may furnish opinions or certificates to the Trustees or either of them pursuant to any provision of this Indenture.

Subject to the provisions of the next succeeding paragraph, nothing contained in this Section shall be deemed to modify the obligation of the Trustees or either of them to exercise during the continuance of a Default the rights and powers vested in them, it or him by this Indenture with the degree of care and skill specified in Section 98 hereof.

None of the provisions contained in this Indenture shall require the Trustees or either of them to expend or risk their, its or his own funds or otherwise incur personal financial liability in the performance of any of their, its or his duties or in the exercise of any of their, its or his rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to them, it or him.

SECTION 105. Subject to the provisions of Section 129 hereof, all moneys received by the Trustees or either of them whether as Trustee or paying agent shall, until used or applied as herein provided, be held in trust for the purposes for which they were paid, but need not be segregated from other funds except to the extent required by law. The Corporate Trustee may allow and credit to the Company interest on any moneys received by it hereunder at such rate, if any, as may be agreed upon with the Company from time to time and as may be permitted by law.

SECTION 106. The Company covenants and agrees to pay to the Trustees from time to time, and the Trustees shall be entitled to,

reasonable compensation for all services rendered by them in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties hereunder of the Trustees, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the Company will reimburse the Trustees for all appropriate advances made by the Trustees or either of them and will pay to the Trustees from time to time their expenses and disbursements (including the reasonable compensation and the expenses and disbursements of their counsel and of all persons not regularly in their employ) incurred without negligence or bad faith. The Company also covenants to indemnify the Trustees and each of them for, and to hold them and each of them harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustees or such Trustee, arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defending against any claim of liability in the premises. For the performance of the obligations of the Company under this Section, the Trustees and each of them shall have (in addition to any other rights under this Indenture) the benefit of the Lien hereof prior to the bonds on the trust estate, including all property and funds held or collected by the Trustees.

In order to further assure the Trustees or either of them that they, it or he will be compensated, reimbursed and indemnified as provided in this Section and that the prior lien provided for in this Section upon the trust estate to secure the payment of such compensation, reimbursement and indemnity will be enforced for the benefit of the Trustees, the parties to this Indenture agree, and each holder or owner of any bond by his acceptance thereof shall be deemed to have agreed that in the event of

(1) the adjudication of the Company as a bankrupt by any court of competent jurisdiction,

(2) the filing of any petition seeking the reorganization of the Company under the Federal Bankruptcy Laws or any other

applicable law or statute of the United States of America or of any State thereof,

(3) the appointment of one or more trustees or receivers of all or substantially all of the property of the Company,

(4) the filing of any bill to foreclose this Indenture,

(5) the filing by the Company of a petition to take advantage of any insolvency act, or

(6) the institution of any other proceeding wherein it shall become necessary or desirable to file or present claims against the Company,

the Trustees or either of them may file from time to time in any such proceeding or proceedings one or more claims, supplemental claims and amended claims as secured creditor(s) for their, its or his reasonable compensation for all services rendered by them, it or him (including services rendered during the course of any such proceeding or proceedings) and for reimbursement for all advances, expenses and disbursements (including the reasonable compensation and the expenses and disbursements of their, its or his counsel and of all persons not regularly in their, its or his employ) made or incurred by them, it or him in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties herein of the Trustees or either of them and for any and all amounts to which the Trustees or either of them are entitled as indemnity as provided in this Section; and the Trustees or either of them and their, its or his counsel and agents may file in any such proceeding or proceedings applications or petitions for compensation for such services rendered, for reimbursement for such advances, expenses and disbursements, and for such indemnity. The claim or claims of the Trustees or either of them filed in any such proceeding or proceedings shall be reduced by the amount of compensation for services, reimbursement for advances, expenses and disbursements, and indemnity paid to them, it or him following final allowance to them, it or him and to their, its or his counsel and agents by the court in any such proceeding as an expense of admin-

istration or in connection with a plan of reorganization or readjustment. To the extent that compensation, reimbursement and indemnity are denied to the Trustees or either of them or to their, its or his counsel or other agents because of not being rendered or incurred in connection with the administration of an estate in a proceeding or in connection with a plan of reorganization or readjustment, approved as required by law, or because such services were not rendered in the interests of and with benefit to the estate of the Company as a whole but in the interests of and with benefit to the holders of the bonds, in the execution of the trusts hereby created or in the exercise and performance of any of the powers and duties hereunder of the Trustees or either of them or because of any other reason, the court may to the extent permitted by law allow such claim, as supplemented and amended, in any such proceeding or proceedings and for the purposes of any plan of reorganization or readjustment of the Company's obligations, classify the Trustees or either of them as secured creditor(s) of a class separate and distinct from that of other creditors and of a class having priority and precedence over the class in which the holders of bonds are placed by reason of having a lien, prior and superior to that of the holders of the bonds, upon the trust estate, including all property or funds held or collected by the Trustees or either of them as such. The amount of the claim or claims of the Trustees or either of them for services rendered and for advances, expenses and disbursements, including the reasonable compensation and the expenses and disbursements of their, its or his counsel and of all persons not regularly in their, its or his employ which are not allowed and paid in any such proceeding, but for which the Trustees or either of them are entitled to the allowance of a secured claim as herein provided, may be fixed by the court or judge in any such proceeding or proceedings to the extent that such court or judge has or exercises jurisdiction over the amount of any such claim or claims.

If, and to the extent that the Trustees or either of them and their, its or his counsel and other persons not regularly in their, its or his

employ do not receive compensation for services rendered, reimbursement of their, its or his advances, expenses and disbursements, or indemnity, as herein provided, as the result of allowances made in any such proceeding or by any plan of reorganization or readjustment of obligations of the Company, the Trustees or either of them shall be entitled, in priority to the holders of the bonds, to receive any distributions of any securities, dividends or other disbursements which would otherwise be made to the holders of bonds in any such proceeding or proceedings and the Corporate Trustee is hereby constituted and appointed, irrevocably, the attorney in fact for the holders of the bonds and each of them to collect and receive, in their name, place and stead, such distributions, dividends or other disbursements, to deduct therefrom the amounts due to the Trustees or either of them, their, its or his counsel and other persons not regularly in their, its or his employ on account of services rendered, advances, expenses, and disbursements made or incurred, or indemnity, and to pay and distribute the balance, pro rata, to the holders of the bonds. The Trustees or either of them shall have a lien upon any securities or other considerations to which the holders of bonds may become entitled pursuant to any such plan of reorganization or readjustment of obligations, or in any such proceeding or proceedings; and the court or judge in any such proceeding or proceedings may determine the terms and conditions under which any such lien shall exist and be enforced.

SECTION 107. Whenever in the administration of the trusts of this Indenture, the Trustees or either of them shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may to the extent permitted by Sections 98 and 99 hereof be deemed to be conclusively proved and established by a certificate signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company and delivered to the Trustees or either of them, and such

certificate shall be full warrant to the Trustees or either of them for any action taken or suffered by them, it or him under the provisions of this Indenture upon the faith thereof.

SECTION 108. (a) Subject to the provisions of subdivision (b) of this Section, if the Trustee shall be or shall become a creditor, directly or indirectly, secured or unsecured, of the Company within four (4) months prior to a default (as defined in the last paragraph of this subdivision), or subsequent to such a default, then, unless and until such default shall be cured, the Trustee shall set apart and hold in a special account for the benefit of the Trustee individually, the holders of the bonds, and the holders of other indenture securities (as defined in the last paragraph of this subdivision (a))

(1) an amount equal to any and all reductions in the amount due and owing upon any claim as such creditor in respect of principal or interest effected after the beginning of such four (4) months' period and valid as against the Company and its other creditors, except any such reduction resulting from the receipt or disposition of any property described in paragraph (2) of this subdivision (a) or from the exercise of any right of set-off which the Trustee could have exercised if a petition in bankruptcy had been filed by or against the Company upon the date of such default; and

(2) all property received in respect of any claim as such creditor, either as security therefor, or in satisfaction or composition thereof, or otherwise, after the beginning of such four (4) months' period, or an amount equal to the proceeds of any such property, if disposed of, subject, however, to the rights, if any, of the Company and its other creditors in such property or such proceeds.

Nothing herein contained, however, shall affect the right of the Trustee

(A) to retain for its own account (i) payments made on account of any such claim by any person (other than the Com-

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pany) who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by the Trustee to a third person, and (iii) distributions made in cash, securities, or other property in respect of claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law;

(B) to realize for its own account, upon any property held by it as security for any such claim, if such property was so held prior to the beginning of such four (4) months' period;

(C) to realize, for its own account, but only to the extent of the claim hereinafter mentioned, upon any property held by it as security for any such claim, if such claim was created after the beginning of such four (4) months' period and such property was received as security therefor simultaneously with the creation thereof, and if the Trustee shall sustain the burden of proving that at the time such property was so received the Trustee had no reasonable cause to believe that a default as defined in the last paragraph of this subdivision (a) would occur within four (4) months; or

(D) to receive payment on any claim referred to in paragraph (B) or (C), against the release of any property held as security for such claim as provided in paragraph (B) or (C), as the case may be, to the extent of the fair value of such property.

For the purposes of paragraphs (B), (C), and (D), property substituted after the beginning of such four (4) months' period for property held as security at the time of such substitution shall, to the extent of the fair value of the property released, have the same status as the property released, and, to the extent that any claim referred to in any of such paragraphs is created in renewal of or in substitution for or for the purpose of repaying or refunding any pre-existing claim of the Trustee as such creditor, such claim shall have the same status as such pre-existing claim.

If the Trustee shall be required to account, the funds and property held in such special account and the proceeds thereof shall be

apportioned between the Trustee, the bondholders, and the holders of other indenture securities in such manner that the Trustee, the bondholders, and the holders of other indenture securities realize, as a result of payments from such special account and payments of dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, the same percentage of their respective claims, figured before crediting to the claim of the Trustee anything on account of the receipt by it from the Company of the funds and property in such special account and before crediting to the respective claims of the Trustee, the bondholders, and the holders of other indenture securities dividends on claims filed against the Company in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, but after crediting thereon receipts on account of the indebtedness represented by their respective claims from all sources other than from such dividends and from the funds and property so held in such special account. As used in this paragraph, with respect to any claim, the term "dividends" shall include any distribution with respect to such claim, in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law, whether such distribution is made in cash, securities, or other property, but shall not include any such distribution with respect to the secured portion, if any, of such claim. The court in which such bankruptcy, receivership, or proceeding for reorganization is pending shall have jurisdiction (i) to apportion between the Trustee, the bondholders, and the holders of other indenture securities, in accordance with the provisions of this paragraph, the funds and property held in such special account and the proceeds thereof, or (ii) in lieu of such apportionment, in whole or in part, to give to the provisions of this paragraph due consideration in determining the fairness of the distributions to be made to the Trustee, the bondholders, and the holders of other indenture securities, with respect to their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in

such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

Any Trustee who has resigned or been removed after the beginning of such four (4) months' period shall be subject to the provisions of this subdivision (a) as though such resignation or removal had not occurred. If any Trustee has resigned or been removed prior to the beginning of such four (4) months' period, it shall be subject to the provisions of this subdivision (a) if and only if the following conditions exist—

(i) the receipt of property or reduction of claim which would have given rise to the obligation to account, if such Trustee had continued as trustee, occurred after the beginning of such four (4) months' period; and

(ii) such receipt of property or reduction of claim occurred within four (4) months after such resignation or removal.

As used in this Section, the term "default" means any failure to make payment in full of the principal of or interest upon the bonds or upon the other indenture securities when and as such principal or interest becomes due and payable; and the term "other indenture securities" means securities upon which the Company is an obligor (as defined in the Trust Indenture Act of 1939) outstanding under any other indenture (a) under which the Trustee is also trustee, (b) which contains provisions substantially similar to the provisions of this subdivision (a), and (c) under which a default exists at the time of the apportionment of the funds and property held in said special account.

(b) There shall be excluded from the operation of subdivision (a) of this Section a creditor relationship arising from

(1) the ownership or acquisition of securities issued under any indenture, or any security or securities having a maturity of one (1) year or more at the time of acquisition by the Trustee;

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction or by this Indenture for the purpose of preserving the property subject to the Lien of this Indenture or of discharging tax liens or other prior liens or encumbrances on the trust estate, if notice of such advance and of the circumstances surrounding the making thereof is given to the bondholders as provided in subdivisions (a), (b) and (c) of Section 110 hereof with respect to advances by the Trustee as such;

(3) disbursements made in the ordinary course of business in the capacity of trustee under an indenture, transfer agent, registrar, custodian, paying agent, fiscal agent or depositary, or other similar capacity;

(4) an indebtedness created as a result of services rendered or premises rented; or an indebtedness created as a result of goods or securities sold in a cash transaction as defined in the last paragraph of this subdivision (b);

(5) the ownership of stock or of other securities of a corporation organized under the provisions of Section 25 (a) of the Federal Reserve Act, as amended, which is directly or indirectly a creditor of the Company; or

(6) the acquisition, ownership, acceptance or negotiation of any drafts, bills of exchange, acceptances or obligations which fall within the classification of self-liquidating paper as defined in the last paragraph of this subdivision (b).

As used in this Section, the term "cash transaction" shall mean any transaction in which full payment for goods or securities sold is made within seven (7) days after delivery of the goods or securities in currency or in checks or other orders drawn upon banks or bankers and payable upon demand; the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Company for the purpose of financing the purchase, processing, manufacture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of, or a lien upon, the goods, wares

or merchandise or the receivables or proceeds arising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by the Trustee simultaneously with the creation of the creditor relationship with the Company arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation; and the term "Trustee" shall include the Corporate Trustee, the Co-Trustee, and any separate trustee or co-trustee appointed pursuant to Section 113 hereof.

SECTION 109. (a) If the Trustee has or acquires any conflicting interest, as defined by subdivision (d) of this Section, the Trustee shall within ninety (90) days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign by giving written notice to the Company, but such resignation shall not become effective until the appointment of a successor trustee and such successor's acceptance of such appointment. The Company covenants to take prompt steps to have a successor appointed in the manner hereinafter provided in Section 112 hereof. Upon giving such notice of resignation, the resigning Trustee shall publish notice thereof in one newspaper, printed in the English language, and customarily published on each business day and of general circulation in the Borough of Manhattan, The City of New York, once in each of three (3) successive calendar weeks, in each case on any business day of the week. If the resigning Trustee fails to publish such notice within ten (10) days after giving written notice of resignation to the Company, the Company shall publish such notice.

(b) In the event that the Trustee shall fail to comply with the provisions of the preceding subdivision (a) of this Section, the Trustee shall within ten (10) days after the expiration of such ninety (90) day period transmit notice of such failure to the bondholders, in the manner and to the extent provided in subdivision (c) of Section 110 hereof with respect to reports pursuant to subdivision (a) of Section 110 hereof.

(c) Subject to the provisions of Section 132 hereof any bondholder who has been a bona fide holder of a bond or bonds for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor if the Trustee fails, after written request therefor by such holder, to comply with the provisions of subdivision (a) of this Section.

(d) The Trustee shall be deemed to have a conflicting interest if—

(1) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company, are outstanding unless, under the exceptions or the proviso contained in paragraph (1) of subsection (b) of Section 310 of the Trust Indenture Act of 1939 the trusteeship under such other indenture shall not constitute a conflicting interest;

(2) the Trustee or any of its directors or executive officers is an obligor upon the bonds or an underwriter for the Company;

(3) the Trustee directly or indirectly controls or is directly or indirectly controlled by or is under direct or indirect common control with the Company or an underwriter for the Company;

(4) the Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee or representative of the Company, or of an underwriter (other than the Trustee itself) for the Company who is currently engaged in the business of underwriting, except that (A) one individual may be a director and/or an executive officer of the Trustee and a director and/or an executive officer of the Company, but may not be at the same time an executive officer of both the Trustee and the Company; (B) if and so long as the number of directors of the Trustee in office is more than nine (9), one additional individual may be a director and/or an executive officer of the Trustee and a director of the Company; and (C) the Trustee may be designated by the Company or by any underwriter for the Company to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent or depositary

or in any other similar capacity or, subject to the provisions of paragraph (1) of this subdivision (d), to act as trustee, whether under an indenture or otherwise;

(5) ten per centum (10%) or more of the voting securities of the Trustee is beneficially owned either by the Company or by any director, partner or executive officer thereof, or twenty per centum (20%) or more of such voting securities is beneficially owned, collectively, by any two (2) or more of such persons; or ten per centum (10%) or more of the voting securities of the Trustee is beneficially owned either by an underwriter for the Company or by any director, partner or executive officer thereof, or is beneficially owned, collectively, by any two (2) or more such persons;

(6) the Trustee is the beneficial owner of or holds as collateral security for an obligation which is in default, (A) five per centum (5%) or more of the voting securities or ten per centum (10%) or more of any other class of security of the Company, not including the bonds issued under this Indenture and securities issued under any other indenture under which the Trustee is also trustee, or (B) ten per centum (10%) or more of any class of security of an underwriter for the Company;

(7) the Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, five per centum (5%) or more of the voting securities of any person who, to the knowledge of the Trustee, owns ten per centum (10%) or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control with, the Company;

(8) the Trustee is the beneficial owner of or holds as collateral security for an obligation which is in default, ten per centum (10%) or more of any class of security of any person who, to the knowledge of the Trustee, owns fifty per centum (50%) or more of the voting securities of the Company; or

(9) the Trustee owns on May 15 in any calendar year in the capacity of executor, administrator, testamentary or inter vivos trustee, guardian, committee or conservator, or in any other

similar capacity, an aggregate of twenty-five per centum (25%) or more of the voting securities or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under paragraph (6), (7), or (8) of this subdivision (d). As to any such securities of which the Trustee acquired ownership through becoming executor, administrator or testamentary trustee of an estate which included them, the provisions of the preceding sentence shall not apply for a period of two (2) years from the date of such acquisition, to the extent that such securities included in such estate do not exceed twenty-five per centum (25%) of such voting securities or twenty-five per centum (25%) of any such class of security. Promptly after May 15, in each calendar year, the Trustee shall make a check of its holdings of such securities in any of the above-mentioned capacities as of May 15. If the Company fails to make payment in full of principal or interest upon the bonds when and as the same becomes due and payable, and such failure continues for thirty (30) days thereafter, the Trustee shall make a prompt check of its holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such thirty-day period and after such date, notwithstanding the foregoing provisions of this paragraph, all such securities so held by the Trustee with sole or joint control over such securities vested in it, shall, but only so long as such failure shall continue, be considered as though beneficially owned by the Trustee for the purposes of paragraphs (6), (7), and (8) of this subdivision (d).

The specifications of percentages in paragraphs (5) to (9), inclusive, of this subdivision (d) shall not be construed as indicating that the ownership of such percentages of the securities of a person is or is not necessary or sufficient to constitute direct or indirect control for the purposes of paragraph (3) or (7) of this subdivision (d).

For the purposes of paragraphs (6), (7), (8) and (9) of this subdivision (d) only, (A) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness

issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies or banking firms or any certificate of interest or participation in any such note or evidence of indebtedness; (B) an obligation shall be deemed to be in default when a default in payment of principal shall have continued for thirty (30) days or more and shall not have been cured; and (C) the Trustee shall not be deemed to be the owner or holder of (i) any security which it holds as collateral security (as trustee or otherwise) for an obligation which is not in default as above defined, or (ii) any security which it holds as collateral security under this Indenture, irrespective of any default hereunder, or (iii) any security which it holds as agent for collection, or as custodian, escrow agent or depositary, or in any similar representative capacity.

The percentages of voting securities and other securities specified in this Section shall be calculated in accordance with the following provisions:

(aa) A specified percentage of the voting securities of the Trustee, the Company or any other person referred to in this Section (each of whom is referred to as a "person" in this paragraph) means such amount of the outstanding voting securities of such person as entitles the holder or holders thereof to cast such specified percentage of the aggregate votes which the holders of all the outstanding voting securities of such person are entitled to cast in the direction or management of the affairs of such person.

(bb) A specified percentage of a class of securities of a person means such percentage of the aggregate amount of securities of the class outstanding.

(cc) The term "amount", when used in regard to securities, means the principal amount if relating to evidences of indebtedness, the number of shares if relating to capital shares, and the number of units if relating to any other kind of security.

(dd) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities

shall not be deemed outstanding within the meaning of this definition:

(1) Securities of an issuer held in a sinking fund relating to securities of the issuer of the same class;

(2) Securities of an issuer held in a sinking fund relating to another class of securities of the issuer, if the obligation evidenced by such other class of securities is not in default as to principal or interest or otherwise;

(3) Securities pledged by the issuer thereof as security for an obligation of the issuer not in default as to principal or interest or otherwise;

(4) Securities held in escrow if placed in escrow by the issuer thereof;

provided, however, that any voting securities of an issuer shall be deemed outstanding if any person other than the issuer is entitled to exercise the voting rights thereof.

(ee) A security shall be deemed to be of the same class as another security if both securities confer upon the holder or holders thereof substantially the same rights and privileges, provided, however, that, in the case of secured evidences of indebtedness, all of which are issued under a single indenture, differences in the interest rates or maturity dates of various series thereof shall not be deemed sufficient to constitute such series different classes, and provided, further, that, in the case of unsecured evidences of indebtedness, differences in the interest rates or maturity dates thereof shall not be deemed sufficient to constitute them securities of different classes, whether or not they are issued under a single indenture.

The provisions of this Section which have been made specifically applicable to the Trustee, shall apply to the Corporate Trustee, the Co-Trustee and, if a separate or co-trustee is appointed pursuant to Section 113 hereof, to any separate or co-trustee, except that in case of the resignation of the Co-Trustee or a separate or co-trustee such

resignation and the appointment of a successor shall (subject to the provisions of subdivision (c) of this Section) be governed by the provisions of paragraph (3) of Section 113 hereof.

The term "underwriter" when used with reference to the Company means every person, who, within three (3) years prior to the time as of which the determination is made, has purchased from the Company with a view to, or has sold for the Company in connection with, the distribution of any security of the Company outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking, but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission.

SECTION 110. (a) Each Trustee shall transmit, either jointly or severally as they may determine, within sixty (60) days after April 15 in each year, beginning with the year 1945, to the bondholders as hereinafter in this Section provided, a brief report dated as of such April 15 with respect to

(1) its eligibility and its qualifications under Sections 35, 98 and 109 hereof, or in lieu thereof, if to the best of its knowledge such Trustee has continued to be eligible and qualified under such Sections, a written statement to such effect;

(2) the character and amount of any advances (and if such Trustee elects so to state, the circumstances surrounding the making thereof) made by such Trustee as such which remain unpaid on the date of such report, and for the reimbursement of which such Trustee claims or may claim a lien or charge, prior to that of the bonds on the trust estate or on property or funds held or collected by it as Trustee, if such advances so remaining unpaid aggregate more than one-half of one per centum (½ of 1%) of the principal amount of the bonds Outstanding on the date of such report;

(3) the amount, interest rate, and maturity date of all other indebtedness owing by the Company to such Trustee in its individual capacity on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in paragraphs (2), (3), (4), or (6) of subdivision (b) of Section 108 hereof;

(4) the property and funds physically in the possession of such Trustee, as such Trustee, on the date of such report;

(5) any release, or release and substitution, of property subject to the Lien of this Indenture (and the consideration therefor, if any) which has not been previously reported, provided, however, that to the extent that the aggregate value as shown by the release papers of any or all of such released properties does not exceed an amount equal to one per centum (1%) of the principal amount of bonds then Outstanding, the report need only indicate the number of such releases, the total value of property released as shown by the release papers, the aggregate amount of cash received and the aggregate value of property received in substitution therefor as shown by the release papers;

(6) any additional issue of bonds which has not been previously reported; and

(7) any action taken by such Trustee in the performance of its duties under this Indenture which it has not previously reported and which in its opinion materially affects the bonds or the trust estate, except action in respect of a Default, notice of which has been or is to be withheld by the Corporate Trustee in accordance with the provisions of Section 76 hereof.

(b) Each Trustee shall transmit to the bondholders as hereinafter provided a brief report with respect to—

(1) the release, or release and substitution, of property subject to the Lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as set forth in the certificate or opinion required by Sections 69, 70, 71 or 72 hereof is less than ten per centum (10%) of the prin-

cipal amount of bonds Outstanding at the time of such release, or such release and substitution, such report to be so transmitted within ninety (90) days after such time, provided that if any such report is transmitted by the Corporate Trustee no report covering the same transaction need be made by any other Trustee; and

(2) the character and amount of any advances (and if such Trustee elects so to state, the circumstances surrounding the making thereof) made by such Trustee as such since the date of the last report transmitted pursuant to the provisions of subdivision (a) of this Section (or if no such report has yet been so transmitted, since the date of execution of this Indenture), for the reimbursement of which it claims or may claim a lien or charge prior to that of the bonds on the trust estate or on property or funds held or collected by it as Trustee, and which it has not previously reported pursuant to this paragraph, if such advances remaining unpaid at any time aggregate more than ten per centum (10%) of the principal amount of bonds Outstanding at such time, such report to be transmitted within ninety (90) days after such time.

(c) Reports pursuant to this Section shall be transmitted by mail—

(1) to all registered holders of bonds, as the names and addresses of such holders appear upon the registration books of the Company;

(2) to such holders of bonds as have, within two (2) years preceding such transmission, filed their names and addresses with the Corporate Trustee for that purpose; and

(3) except in the case of reports pursuant to subdivision (b) of this Section, to each bondholder whose name and address is preserved at the time by the Corporate Trustee, as provided in subdivision (b) of Section 43 hereof.

(d) A copy of each such report shall, at the time of such transmission to bondholders, be filed by the Trustee with each stock exchange upon which the bonds are listed and also with the Securities and Exchange Commission.

(e) Notwithstanding any of the provisions of this Section which require the Co-Trustee to transmit reports to the bondholders and to file such reports with each stock exchange upon which the bonds are listed and also with the Securities and Exchange Commission, the Co-Trustee may, if he so elects, furnish to the Corporate Trustee all information concerning the Co-Trustee which the Co-Trustee is required to report, and the Corporate Trustee shall transmit and file such information, in accordance with the provisions of this Section, on behalf of the Co-Trustee; provided, however, that the Corporate Trustee shall not be responsible for the accuracy or completeness of any such information or for the failure of the Co-Trustee to report or to furnish any such information. In the event that the Co-Trustee shall elect to furnish information to the Corporate Trustee in accordance with the provisions of this subdivision (e), the information required pursuant to subdivision (a) of this Section shall be furnished to the Corporate Trustee in writing not less than fifteen (15) days before the report is required to be made, and, in the case of information required pursuant to subdivision (b) of this Section, such information shall be furnished to the Corporate Trustee in writing within sixty (60) days after the taking by the Co-Trustee of any action required to be reported.

SECTION 111. Any Trustee may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company specifying the day upon which such resignation shall take effect and thereafter publishing notice thereof, in one Daily Newspaper, printed in the English language, and of general circulation in the Borough of Manhattan, The City of New York, once in each of three (3) successive calendar weeks, in each case on any business day of the week, and such resignation shall take effect upon the day specified in such notice unless previously a successor trustee shall have been appointed by the bondholders or the Company in the manner hereinafter provided in Section 112 and in such event such resignation shall take effect immediately on the appointment of such successor trustee. This Section shall not be applicable to resignations pursuant to Section 109 hereof.

Any Trustee may be removed at any time by an instrument or concurrent instruments in writing filed with such Trustee and signed and acknowledged by the holders of a majority in principal amount of the bonds then Outstanding hereunder (determined as provided in Section 81 hereof) or by their attorneys in fact duly authorized.

In case at any time the Corporate Trustee or the Co-Trustee shall cease to be eligible in accordance with the provisions of Section 35 or Section 98 hereof, then the Trustee so ceasing to be eligible shall resign immediately in the manner and with the effect in this Section provided; and, in the event that it does not resign immediately in such case, then it may be removed forthwith by an instrument or concurrent instruments in writing filed with the Trustee so ceasing to be eligible and either (a) signed by the President or a Vice-President of the Company with its corporate seal attested by a Secretary or an Assistant Secretary of the Company or (b) signed and acknowledged by the holders of a majority in principal amount of the bonds then Outstanding hereunder (determined as provided in Section 81 hereof) or by their attorneys in fact duly authorized.

SECTION 112. In case at any time any Trustee shall resign or shall be removed (unless such Trustee shall be removed as provided in subdivision (*c*) of Section 109 hereof in which event the vacancy shall be filled as provided in said subdivision) or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of any Trustee or of its or his property shall be appointed, or if any public officer shall take charge or control of any Trustee or of its or his property or affairs for the purpose of rehabilitation, conservation or liquidation, a vacancy shall be deemed to exist in the office of such Trustee, and a successor or successors may be appointed by the holders of a majority in principal amount of the bonds then Outstanding hereunder (determined as provided in Section 81 hereof) by an instrument or concurrent instruments in writing signed and acknowledged by such bondholders or by their attorneys in fact duly authorized, and delivered to such new trustee, notification thereof being given to the Company

and the retiring trustee; provided, nevertheless, that until a new trustee shall be appointed by the bondholders as aforesaid, the Company, by instrument executed by order of its Board of Directors and duly acknowledged by its President or a Vice-President, may appoint a trustee to fill such vacancy until a new trustee shall be appointed by the bondholders as herein authorized. The Company shall publish notice of any such appointment made by it in the manner provided in Section 111 hereof. Any new trustee appointed by the Company shall, immediately and without further act, be superseded by a trustee appointed by the bondholders as above provided, if such appointment by the bondholders be made prior to the expiration of one year after the first publication of notice of the appointment of the new trustee by the Company.

If in a proper case no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Section within six (6) months after a vacancy shall have occurred in the office of trustee, the holder of any bond hereby secured or any retiring trustee may apply to any court of competent jurisdiction to appoint a successor trustee. Said court may thereupon after such notice, if any, as such court may deem proper and prescribe, appoint a successor trustee.

If any Trustee resigns because of a conflict of interest as provided in subdivision (a) of Section 109 hereof and a successor has not been appointed by the Company or the bondholders or, if appointed, has not accepted the appointment, within thirty (30) days after the date of such resignation, the resigning Trustee may apply to any court of competent jurisdiction for the appointment of a successor trustee.

Any Trustee appointed under the provisions of this Section in succession to the Corporate Trustee shall be a bank or trust company eligible under Sections 35 and 98 hereof and qualified under Section 109 hereof.

Any Trustee which has resigned or been removed shall nevertheless retain the lien afforded to it or him by Section 106 hereof upon the trust estate, including all property or funds held or collected by such Trustee,

as such, to secure the amounts due to such Trustee as compensation, reimbursement, expenses and indemnity, and shall retain the rights afforded to it or him by said Section 106 hereof.

SECTION 113. All the estates, rights, titles and interest by this Indenture conveyed or assigned or transferred to the Trustees are conveyed, assigned and transferred to them as joint tenants and not as tenants in common.

Except as herein expressly provided to the contrary, any notice, request, or other writing by or on behalf of the Company delivered solely to the Corporate Trustee shall be deemed to have been delivered to all of the Trustees hereunder as effectually as if delivered to each of them.

All cash collected by, or payable to, the Trustees or any of them pursuant to this Indenture shall be paid to and deposited with, and all stocks, bonds and other obligations or securities shall be held by the Corporate Trustee, except as otherwise required by law. Any moneys at any time coming into the hands of the Co-Trustee pursuant to this Indenture shall be at once paid over to the Corporate Trustee.

Whenever any moneys, bonds, shares of stock or other obligations are, under any provision of this Indenture, paid or delivered to or deposited with the Corporate Trustee, title to the same shall be deemed to be vested in both Trustees hereunder, and the same shall be deemed for all purposes hereunder to be part of the security for the bonds issued hereunder, but nothing in this Section contained shall be deemed to affect or impair any power or right conferred by any provision of this Indenture upon the Corporate Trustee to apply, disburse or otherwise act or deal with respect to any moneys, bonds, shares of stock or other obligations received or held by it as aforesaid.

Any request in writing by the Corporate Trustee to the Co-Trustee shall be a sufficient warrant (subject to the provisions of Sections 98 and [illegible] hereof) for the Co-Trustee to take such action as may be so requested.

The Co-Trustee or any successor, so far as permitted by law, may delegate to the Corporate Trustee, or any successor, the exercise of any power, discretionary or otherwise, conferred by any of the provisions of this Indenture.

The Co-Trustee has been joined as trustee in order to comply with any legal requirements respecting trustees under mortgages or deeds of trust of property in the states, or some of them, in which the mortgaged premises or part thereof are or may be situate, and shall as such trustee possess such powers, and such powers only, as may be necessary to comply with such requirements. If by reason of the repeal of such requirements, or for any other reason, it shall not be necessary, in the opinion of counsel, that there shall be a Co-Trustee and the Company shall file with the Corporate Trustee and also with the Co-Trustee, an Opinion of Counsel to that effect and a written request for the resignation or removal of the Co-Trustee, said Arthur E. Burke, or any successor, will thereupon resign or shall forthwith cease to be a trustee hereunder, and all powers of the Co-Trustee shall forthwith terminate, as shall his right, title or interest in and to the trust estate; and, unless and until there shall be appointed a new trustee as successor to the Co-Trustee, all the right, title and powers of the Trustees shall devolve upon the Corporate Trustee and its successors alone.

Any rights, powers, duties and obligations by any provisions of this Indenture conferred or imposed upon the Trustees or any of them shall, in so far as permitted by law, be conferred or imposed upon and exercised or performed by the Corporate Trustee alone without reference to the Co-Trustee, and the Co-Trustee hereby irrevocably constitutes and appoints the Corporate Trustee his true and lawful attorney in fact with full power and authority, in so far as permitted by law, either in the name and on behalf of the Co-Trustee or of the Trustees jointly, to exercise any and all rights or powers conferred upon the Co-Trustee alone, or upon the Trustees jointly, by any of the provisions of this Indenture, but subject to the duties hereby imposed upon the Co-Trustee, with full power of substitution and revo-

cation, hereby ratifying and confirming all and singular the acts and things lawfully done by the Corporate Trustee or any substitute by virtue of this power of attorney, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Corporate Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Co-Trustee.

At any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any State or jurisdiction in which any part of the Mortgaged and Pledged Property then or to become subject to the Lien of this Indenture may be located, the Company and the Trustees or the Corporate Trustee shall have power to appoint, and, upon the request of the Trustees or the Corporate Trustee the Company shall for such purpose join with the Trustees or the Corporate Trustee in the execution, delivery and performance of, all instruments and agreements necessary or proper to appoint another corporation or one or more persons approved by the Trustees or the Corporate Trustee, either to act as separate trustee or trustees, or co-trustee or co-trustees jointly with the Trustees or the Corporate Trustee, of all or any of the property subject to the Lien hereof. In the event that the Company shall not have joined in such appointment within fifteen (15) days after the receipt by it of a request so to do, the Trustees or the Corporate Trustee alone shall have power to make such appointment.

Every separate trustee, every co-trustee and every successor trustee, other than any trustee which may be appointed as successor to Guaranty Trust Company of New York or Arthur E. Burke, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions, namely:

(1) The rights, powers, duties and obligations conferred or imposed upon trustees hereunder or any of them shall be conferred or imposed upon and exercised or performed by the

Corporate Trustee or the Trustees, or the Corporate Trustee and such separate trustee or separate trustees or co-trustee or co-trustees jointly, as shall be provided in the instruments and agreements appointing such separate trustee or separate trustees or co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Corporate Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Co-Trustee or by such separate trustee or separate trustees or co-trustee or co-trustees;

(2) The bonds secured hereby shall be authenticated and delivered, and all powers, duties, obligations and rights, conferred upon the Trustees or the Corporate Trustee in respect of the custody of all bonds and other securities and of all cash pledged or deposited hereunder, shall be exercised solely by Guaranty Trust Company of New York or its successor in the trust hereunder; and

(3) The Company, the Corporate Trustee and the Co-Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any separate trustee or co-trustee appointed under this Section or otherwise, and, upon the request of the Corporate Trustee, the Company shall, for such purpose, join with the Corporate Trustee and the Co-Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to make effective such resignation or removal. In the event that the Company shall not have joined in such action within fifteen (15) days after the receipt by it of a request so to do, the Corporate Trustee and the Co-Trustee alone shall have power to accept such resignation or to remove any such separate trustee or co-trustee. A successor to a separate trustee or co-trustee so resigned or removed may be appointed in the manner provided in this Section.

No Trustee hereunder shall be personally liable by reason of any act or omission of any other Trustee hereunder.

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Any notice, request or other writing, by or on behalf of the holders of the bonds delivered to Guaranty Trust Company of New York, or its successor in the trust hereunder, shall be deemed to have been delivered to all of the then trustees or co-trustees as effectually as if delivered to each of them. Every instrument appointing any trustee or trustees other than a successor to Guaranty Trust Company of New York shall refer to this Indenture and the conditions in this Article expressed, and upon the acceptance in writing by such trustee or trustees or co-trustee or co-trustees, he, they or it shall be vested with the estates or property specified in such instrument, either jointly with Guaranty Trust Company of New York, or its successor, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with Guaranty Trust Company of New York or its successor in the trust hereunder. Any separate trustee or trustees, or any co-trustee or co-trustees, may at any time by an instrument in writing constitute Guaranty Trust Company of New York or its successor in the trust hereunder his, their or its agent or attorney in fact, with full power and authority, to the extent which may be permitted by law, to do any and all acts and things and exercise any and all discretion authorized or permitted by him, them or it, for and in behalf of him, them or it, and in his, their or its name. In case any separate trustee or trustees or co-trustee or co-trustees, or a successor to any of them, shall die, become incapable of acting, resign or be removed, all the estates, property, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by Guaranty Trust Company of New York or its successor in the trust hereunder, without the appointment of a new trustee as successor to such separate trustee or co-trustee.

SECTION 14. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to his or its predecessor trustee, and also to the Company, an instrument accepting such appointment here-

under, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of his or its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the trustee ceasing to act shall nevertheless, on the written request of the Company, or of the successor trustee, or of the holders of ten per centum (10%) in principal amount of the bonds then Outstanding hereunder, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the right, title and interest of the trustee to which he or it succeeds, in and to the Mortgaged and Pledged Property and such rights, powers, trusts, duties and obligations, and the trustee ceasing to act shall also, upon like request, pay over, assign and deliver to the successor trustee any money or other property subject to the Lien of this Indenture, including any pledged securities which may then be in his or its possession. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, properties, rights, powers, trusts and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

SECTION 115. Any corporation into which the Corporate Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Corporate Trustee shall be a party or any corporation to which substantially all the business and assets of the Corporate Trustee may be transferred, provided such corporation shall be eligible under the provisions of Sections 35 and 98 hereof and qualified under Section 109 hereof, shall be the successor trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on

the part of any other parties hereto, anything herein to the contrary notwithstanding. In case any of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Corporate Trustee may, subject to the same terms and conditions as though such successor had itself authenticated such bonds, adopt the certificate of authentication of the original Corporate Trustee or of any successor to it, as trustee hereunder, and deliver the said bonds so authenticated; and in case any of said bonds shall not have been authenticated, any successor to the Corporate Trustee may authenticate such bonds either in the name of any predecessor hereunder or in the name of the successor trustee, and in all such cases such certificate shall have the full force which it is anywhere in said bonds or in this Indenture provided that the certificate of the Corporate Trustee shall have; provided, however, that the right to authenticate bonds in the name of Guaranty Trust Company of New York shall apply only to its successor or successors by merger or consolidation or sale as aforesaid.

ARTICLE XIX.

Discharge of Mortgage.

SECTION 116. The Trustees (and any trustee or trustees or co-trustee or co-trustees appointed pursuant to the provisions of this Indenture) may, and upon request of the Company shall, cancel and discharge the Lien hereof and of all indentures supplemental hereto (including any Subsidiary Mortgage or Subsidiary Mortgages) and execute and deliver to the Company such deeds and instruments as shall be requisite to satisfy the Lien hereof and of all indentures supplemental hereto (including any Subsidiary Mortgage or Subsidiary Mortgages), and reconvey and transfer to the Company the Mortgaged and Pledged Property of the Company and to each Subsidiary Company, the Mortgaged and Pledged Property, if any, of such Subsidiary Com-

pany, whenever all indebtedness secured hereby shall have been paid, including all proper charges of the Trustees hereunder.

Notwithstanding the satisfaction and discharge of this Indenture, the Trustees shall have an unsecured right to charge and be reimbursed for any expenditures and liabilities (incurred in good faith and without negligence by the Trustees) which they or either of them may thereafter incur.

Bonds and interest obligations for the payment of which and bonds for the redemption of which moneys in the necessary amount shall have been set apart by or deposited with the Corporate Trustee, with irrevocable direction so to apply the same, subject to the provisions of Section 129 hereof (with or without any additional right given to the holders to surrender their bonds or obtain therefrom payment therefor prior to the redemption date) shall for purposes of satisfying the Lien of this Indenture be deemed to have been paid; provided that in case of redemption the notice requisite to the validity of such redemption shall have been given or arrangements shall have been made insuring to the satisfaction of the Corporate Trustee that the same will be given; and provided, further, that no such bond and/or interest obligation shall be deemed to have been paid until at least ten (10) days after the date when the principal, interest or redemption price shall have become payable, unless the funds deposited for the payment thereof shall have been deposited with irrevocable direction to hold the same as a separate trust fund for the benefit of the holders of such unpaid obligations.

Every request or application by the Company for action by the Corporate Trustee pursuant to the provisions of this Section shall be accompanied by the Officers' Certificate and the Opinion of Counsel provided for in Section 131 hereof.

ARTICLE XX.

Meetings of Bondholders.

SECTION 117. Modifications and alterations of this Indenture and/or of any indenture supplemental hereto and/or of the rights and obligations of the Company and/or of the rights of the holders of bonds and coupons issued hereunder may be made as provided in the nine next succeeding Sections hereof numbered 118 to 126, both inclusive.

SECTION 118. The Corporate Trustee may at any time call a meeting of the bondholders and it shall call such a meeting on written request of the holders of not less than a majority in principal amount of the bonds Outstanding hereunder at the time of such request. The Company, pursuant to a Resolution of its Board of Directors, may also call a meeting of the bondholders at any time. In each such case the purpose or purposes of such meeting shall be set forth in reasonable detail. In the event of the Corporate Trustee's failing for ten (10) days to call a meeting after being thereunto requested by the bondholders as above set forth, holders of Outstanding bonds to the amount above specified in this Section or the Company, pursuant to Resolution of its Board of Directors, may call such meeting. Every such meeting called by and at the instance of the Corporate Trustee shall be held in the Borough of Manhattan, The City of New York, or with the written approval of the Company, at any other place in the United States of America, and written notice thereof, stating the place and time thereof and in general terms the business to be submitted, shall be mailed by the Corporate Trustee not less than thirty (30) days before such meeting (*a*) to all holders of bonds the names and addresses of whom are then preserved as required by Section 43 hereof, and (*b*) to the Company addressed to it at Salt Lake City, Utah (or at such other address as may be designated by the Company from time to time), and shall be published by the Corporate Trustee once on at least four different days

preceding the meeting, in a Daily Newspaper, printed in the English language, and of general circulation in the Borough of Manhattan, The City of New York, the first publication to be not less than twenty (20) days prior to the date of such meeting; provided, however, that the mailing of such notice to any bondholders shall in no case be a condition precedent to the validity of any action taken at such meeting. If such meeting is called by or at the instance either of the Company or of the bondholders, it shall be held at such place in the United States of America as may be specified in the notice calling such meeting and notice thereof shall be sufficient for all purposes hereof if given by newspaper publication as aforesaid stating the place and time of the meeting and in general terms the business to be submitted. Any meeting of bondholders shall be valid without notice if the holders of all bonds then Outstanding hereunder are present in person or by proxy and if the Company and the Corporate Trustee are present by duly authorized representatives, or if notice is waived in writing before or after the meeting by the Company, the holders of all bonds Outstanding hereunder and by the Corporate Trustee, or by such of them as are not present in person or by proxy.

SECTION 119. Officers and nominees of the Corporate Trustee and of the Company and of the Co-Trustee or their or its nominees may attend such meeting, but shall not as such be entitled to vote thereat. Attendance by bondholders may be in person or by proxy. In order that the holder of any bond payable to bearer and his proxy may attend and vote without producing his bond, the Corporate Trustee, with respect to any such meeting called by the Corporate Trustee, may make and from time to time vary such regulations as it shall think fit for deposit of bonds with, or the stamping of bonds by, any banks, bankers or trust or insurance companies, and for the issue to the persons depositing the same of certificates by such depositaries entitling the holders thereof to be present and vote at any such meeting and to appoint proxies to represent them and vote for them at any such meeting in the same way as if the persons so present and

voting, either personally or by proxy, were the actual bearers of the bonds in respect of which such certificate shall have been issued and any regulations so made shall be binding and effective. In lieu of or in addition to providing for such deposit, the Corporate Trustee may, in its discretion, permit such institutions to issue certificates stating that bonds were exhibited to them, which certificates shall entitle the holders thereof to vote at any meeting only if the bonds with respect to which they are issued are not produced at the meeting by any other person and are not at the time of the meeting registered in the name of any other person. Each such certificate shall state the date on which the bond or bonds in respect of which such certificate shall have been issued were deposited with or submitted to such institution and the series, maturities and serial numbers of such bonds. In the event that two or more such certificates shall be issued with respect to any bond or bonds, the certificate bearing the latest date shall be recognized and be deemed to supersede any certificate or certificates previously issued with respect to such bond or bonds. If any such meeting shall have been called, under the provisions of Section 118 hereof, by bondholders or by the Company, regulations to like effect for such deposit, stamping or exhibition of bonds and the issue of certificates by any bank or trust company organized under the laws of the United States of America or of any state thereof, having a capital of not less than Five Hundred Thousand Dollars ($500,000) shall be similarly binding and effective for all purposes hereof if adopted or approved by the bondholders calling such meeting or by the Board of Directors of the Company, if such meeting shall have been called by the Company, provided that in either such case copies of such regulations shall be filed with the Corporate Trustee.

SECTION 120. Subject to the restrictions specified in Sections 119 and 123 hereof, any registered holder of bonds Outstanding hereunder and any holder of a certificate provided for in Section 119 hereof, shall be entitled in person or by proxy to attend and vote at such meeting as

holder of the bonds registered or certified in the name of such holder without producing such bonds. All others seeking to attend or vote at such meeting in person or by proxy must, if required by any authorized representative of the Corporate Trustee or the Company or by any other bondholder, produce the bonds claimed to be owned or represented at such meeting, and every one seeking to attend or vote shall, if required as aforesaid, produce such further proof of bond ownership or personal identity as shall be satisfactory to the authorized representative of the Corporate Trustee, or if none be present then to the Inspectors of Votes hereinafter provided for. Proxies shall be acknowledged as required for an instrument to be recorded in the State of New York or their genuineness shall be otherwise established to the satisfaction of the Inspectors of Votes, and all proxies and certificates presented at any meeting shall be delivered to said Inspectors of Votes and filed with the Corporate Trustee.

SECTION 121. Persons named by the Corporate Trustee if it is represented at the meeting shall act as temporary Chairman and Secretary, respectively, of the meeting, but if the Corporate Trustee shall not be represented or shall fail to nominate such persons or if any person so nominated shall not be present, the bondholders and proxies present shall by a majority vote, irrespective of the amount of their holdings, elect another person or other persons from those present to act as temporary Chairman and/or Secretary. A permanent Chairman and a permanent Secretary of such meeting shall be elected from those present by the bondholders and proxies present by a majority vote irrespective of the amount of their holdings. The Corporate Trustee, if represented at the meeting, shall appoint two Inspectors of Votes who shall decide as to the right of anyone to vote and shall count all votes cast at such meeting, except votes on the election of a Chairman and Secretary, both temporary and permanent, as aforesaid, and who shall make and file with the permanent Secretary of the meeting their verified written report in duplicate of all such votes so cast at said

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meeting. If the Corporate Trustee shall not be represented at the meeting or shall fail to nominate such Inspectors of Votes or if either Inspector of Votes fails to attend the meeting, the vacancy shall be filled by appointment by the permanent Chairman of the meeting.

SECTION 122. Subject to the provisions of Section 126 hereof, the holders of not less than seventy per centum (70%) in principal amount of the bonds Outstanding hereunder when such meeting is held must be present at such meeting in person or by proxy in order to constitute a quorum for the transaction of business, less than a quorum, however, having power to adjourn; provided, however, that if such meeting is adjourned by less than a quorum for more than fourteen (14) days, notice thereof shall forthwith be mailed by the Corporate Trustee if such meeting shall have been called by the Corporate Trustee (*a*) to the Company addressed to it at Salt Lake City, Utah (or at such other address as may be designated by the Company in writing from time to time), and (*b*) to all holders of bonds then Outstanding hereunder, the names and addresses of whom are then preserved by the Corporate Trustee as required by the provisions of Section 43 hereof, and shall be published at least once in each fourteen (14) day period of such adjournment in a Daily Newspaper, printed in the English language, and of general circulation in the Borough of Manhattan, The City of New York. The failure to mail such notice to any such bondholder as aforesaid shall in no case affect the validity of any action taken at any meeting held pursuant to such adjournment. If such meeting shall have been called, under the provisions of Section 118 hereof, by bondholders or by the Company, notice of such adjournment shall be given by the permanent Chairman and permanent Secretary of the meeting in the newspaper and for the number of times above specified in this Section and shall be sufficient if so given.

SECTION 123. Subject to the provisions of Sections 90 and 126 hereof, any modification or alteration of this Indenture and/or of any indenture supplemental hereto and/or of the rights and obligations of

the Company and/or the rights of the holders of bonds and/or coupons issued hereunder in any particular may be made at a meeting of bondholders duly convened and held in accordance with the provisions of this Article, but only by resolution duly adopted by the affirmative vote of the holders of seventy per centum (70%) or more in principal amount of the bonds Outstanding hereunder, and, if the rights of one or more, but less than all, series of bonds then Outstanding are to be affected by action taken at such meeting then also by affirmative vote of the holders of at least seventy per centum (70%) in principal amount of each series of bonds so to be affected and Outstanding hereunder, when such meeting is held, and in every case approved by Resolution of the Board of Directors of the Company as hereinafter specified; provided, however, that no such modification or alteration shall, without the consent of the holder of any bond issued hereunder affected thereby, (1) impair or affect the right of such holder to receive payment of the principal of (and premium, if any) and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, or (2) permit the creation of any lien ranking prior to, or on a parity with, the Lien of this Indenture with respect to any of the Mortgaged and Pledged Property, or (3) permit the deprivation of any nonassenting bondholder of the benefit of a lien upon the Mortgaged and Pledged Property for the security of his bonds (subject only to the lien of taxes, assessments or governmental charges not then delinquent and to any mortgage or other liens existing upon such property which are prior hereto at the date of the calling of any such bondholders' meeting), or (4) permit the modification of the obligations of the Company under the provisions of Section 74 hereof, or (5) permit the reduction of the percentage required by the provisions of this Section for the taking of any action under this Section with respect to any bond Outstanding hereunder. For all purposes of this Article, the Trustees, subject to the provisions of Sections 98 and 99 hereof, shall be entitled to rely upon an Opinion of Counsel with respect to

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the extent, if any, as to which any action taken at such meeting affects the rights under this Indenture or under any indenture supplemental hereto of any holders of bonds then Outstanding hereunder.

Bonds, owned and/or held by and/or for account of and/or for the benefit or interest of the Company, or any corporation of which the Company shall own twenty-five per centum (25%) or more of the outstanding voting stock, shall not be deemed Outstanding for the purpose of any vote or of any calculation of bonds Outstanding in this Article XX provided for, except that for the purpose of determining whether the Trustees, or either of them, shall be protected in relying on any such vote or calculation, only bonds which the Trustees, or either of them, know are so owned and/or held, shall be so excluded.

SECTION 124. A record in duplicate of the proceedings of each meeting of bondholders shall be prepared by the permanent Secretary of the meeting and shall have attached thereto the original reports of the Inspectors of Votes, and affidavits by one or more persons having knowledge of the facts showing a copy of the notice of the meeting and a copy of the notice of adjournment thereof, if required under the provisions of Section 122 hereof, and showing that said notices were mailed and published as provided in Section 118 hereof and, in a proper case, as provided in Section 122 hereof. Such record shall be signed and verified by the affidavits of the permanent Chairman and the permanent Secretary of the meeting, and one duplicate thereof shall be delivered to the Company and the other to the Corporate Trustee for preservation by the Corporate Trustee. Any record so signed and verified shall be proof of the matters therein stated, and if such record shall also be signed and verified by the affidavit of a duly authorized representative of the Corporate Trustee, such meeting shall be deemed conclusively to have been duly convened and held and such record shall be conclusive, and any resolution or proceeding stated in such record to have been adopted or taken, shall be deemed conclusively to have been duly adopted or taken by such meeting. A true copy of any reso-

lution adopted by such meeting shall be mailed by the Corporate Trustee to all holders of bonds Outstanding hereunder, the names and addresses of whom are then preserved by the Corporate Trustee pursuant to the provisions of Section 43 hereof, and proof of such mailing by the affidavit of some person having knowledge of the fact shall be filed with the Corporate Trustee, but failure to mail copies of such resolution as aforesaid shall not affect the validity thereof. No such resolution shall be binding until and unless such resolution is approved by Resolution of the Board of Directors of the Company of which such Resolution of approval, if any, it shall be the duty of the Company to file a copy certified by the Secretary or an Assistant Secretary of the Company with the Corporate Trustee, but if such Resolution of the Board of Directors of the Company is adopted and a certified copy thereof is filed with the Corporate Trustee, the resolution so adopted by such meeting shall be deemed conclusively to be binding upon the Company, the Trustees and the holders of all bonds and coupons issued hereunder, at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such resolution, or annulling the action taken thereby in a legal action or equitable proceeding for such purposes commenced within such sixty (60) day period; provided, however, that no such resolution of the bondholders, or Resolution of the Company, shall in any manner change or modify or be so construed as to change or modify any of the rights, immunities, or obligations of the Trustees or of either of them without their, its or his written assent thereto or any of the rights or obligations of a Subsidiary Company without its written assent thereto.

SECTION 125. Bonds authenticated and delivered after the date of any bondholders' meeting may bear a notation in form approved by the Corporate Trustee as to the action taken at meetings of bondholders theretofore held, and upon demand of the holder of any bond Outstanding at the date of any such meeting and presentation of his bond

for the purpose at the principal office of the Corporate Trustee, the Company shall cause suitable notation to be made on such bond by endorsement or otherwise as to any action taken at any meeting of bondholders theretofore held. If the Company or the Corporate Trustee shall so determine, new bonds so modified as in the opinion of the Corporate Trustee and the Board of Directors of the Company to conform to such bondholders' resolution shall be prepared, authenticated and delivered, and upon demand of the holder of any bond then Outstanding and affected thereby shall be exchanged without cost to such bondholder for bonds then Outstanding hereunder upon surrender of such bonds with all unmatured coupons, if any, appertaining thereto. The Company or the Corporate Trustee may require bonds Outstanding to be presented for notation or exchange as aforesaid if either shall see fit to do so. Instruments supplemental to this Indenture embodying any modification or alteration of this Indenture or of any indenture supplemental hereto made at any bondholders' meeting and approved, by Resolution of the Board of Directors of the Company, as aforesaid may be executed by the Trustees and the Company and upon demand of the Corporate Trustee, or if so specified in any resolution adopted by any such bondholders' meeting, shall be executed by the Company and the Trustees.

Any instrument supplemental to this Indenture executed pursuant to the provisions of this Section, shall comply with all applicable provisions of the Trust Indenture Act of 1939 as in force on the date of the execution of such supplemental indenture.

SECTION 126. Notwithstanding anything in this Article contained, the Company may at any time, and from time to time, by Resolution of the Board of Directors filed with the Corporate Trustee, stipulate that from and after the date of the filing of such Resolution with the Corporate Trustee no action thereafter taken under the provisions of this Article shall be of any force and effect whatever either as respects (1) all bonds theretofore authenticated and delivered by the

Corporate Trustee hereunder and then Outstanding and/or (2) as to any bonds and/or all bonds thereafter authenticated and delivered by the Corporate Trustee hereunder, and in any such event a supplemental indenture setting out in detail the stipulations contained in such resolution shall be made.

ARTICLE XXI.

Miscellaneous.

SECTION 127. Nothing in this 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 hereunder, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons Outstanding hereunder.

SECTION 128. Any money which is held by the Corporate Trustee (other than money which is held by it for the purpose of effecting the purchase, payment or redemption of any bonds issued hereunder or the payment of any coupons or interest claims appertaining to bonds issued hereunder or which it has been directed to apply to any such purchase, payment or redemption) shall, at the request of the Company evidenced by a Resolution, be invested or reinvested by the Corporate Trustee in any bonds or other obligations of the United States of America designated by the Company, and, unless the Company is in default in the payment of interest on any of the bonds then Outstanding hereunder or one or more of the Defaults defined in Section 75 hereof shall have occurred and be continuing, any interest on such bonds or other obligations which may be received by the Corporate Trustee shall

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be forthwith paid to the Company. Such bonds or other obligations shall be held by the Corporate Trustee as a part of the Mortgaged and Pledged Property and subject to the same provisions hereof as the cash used to purchase the same, but upon a like request of the Company, the Corporate Trustee shall sell all or any designated part of the same and the proceeds of such sale shall be held by the Corporate Trustee subject to the same provisions hereof as the cash used by it to purchase the bonds or other obligations so sold. If such sale shall produce a net sum less than the cost of the bonds or other obligations so sold, the Company covenants that it will pay promptly to the Corporate Trustee such amount of cash as with the net proceeds from such sale will equal the cost of the bonds or other obligations so sold, and if such sale shall produce a net sum greater than the cost of the bonds or other obligations so sold, the Corporate Trustee shall promptly pay to the Company an amount in cash equal to such excess.

Unless the Company is in default, as defined in Section 75 hereof, any money in excess of the sum of Fifty Thousand Dollars ($50,000) which shall have been held by the Corporate Trustee for a period of five (5) years, invested or uninvested (other than money which is held by it for the purpose of effecting the purchase, payment or redemption of any bonds issued hereunder or the payment of any coupons or interest claims appertaining to bonds issued hereunder or which it has been directed to apply to any such purchase, payment or redemption), shall be applied by the Corporate Trustee to the purchase of bonds of any or all series in the manner provided for in Section 65 hereof, and at the price or prices, in the judgment of the Corporate Trustee most favorable to the Company (but not in excess of the maximum prices provided for in said Section 65) or in the discretion of the Corporate Trustee to the redemption of bonds selected as provided in Section 62 hereof from the bonds of all series then redeemable. In the case of any such redemption the Corporate Trustee shall have power to give any and all redemption notices for or on behalf of the Company.

SECTION 129. In the event that any bond issued hereunder shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for the redemption thereof, or in the event that any coupon shall not be presented for payment at the due date thereof and the Company shall have deposited with the Corporate Trustee or any paying agent for the purpose or left with either of them if previously so deposited, moneys sufficient to pay the principal of such bond (and premium, if any), together with all interest due thereon to the date of the maturity of such bond or to the date fixed for the redemption thereof, or to pay such coupon, as the case may be, for the use and benefit of the holder thereof, the Corporate Trustee or such paying agent shall, upon demand of the Company, in case the holder of any such bond or coupon shall not, within six (6) years after the maturity of any such bond or coupon or the date fixed for the redemption of any such bond, claim the amount deposited as above stated for the payment thereof, pay over to the Company such amount so deposited, if the Company is not at the time in default hereunder to the knowledge of the Corporate Trustee; and the Corporate Trustee or such paying agent shall thereupon be relieved from all responsibility to the holder thereof, and in the event of such payment to the Company the holder of any such bond or coupon shall (subject to any applicable statute of limitations) be deemed to be an unsecured creditor of the Company for an amount equivalent to the amount deposited as above stated for the payment thereof and so paid over to the Company.

SECTION 130. Any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of this Indenture, whether such power, privilege or right is in any way restricted or is unrestricted, may 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

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benefit of any one or more series of bonds issued hereunder and provide that a breach thereof shall be equivalent to a default under this Indenture, or the Company may cure any ambiguity contained herein, or in any supplemental indenture, or may establish the terms and provisions of any series of bonds other than the 1968 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 at the time subject to the Lien hereof shall be situated. The Trustees are hereby authorized to join with the Company in the execution of any such instrument or instruments. Such instrument, executed and acknowledged as aforesaid, shall be delivered to the Trustees and thereupon any modification of the provisions of these presents therein set forth, authorized by this Section, shall be binding upon the parties hereto, their successors and assigns, and the holders of the bonds and coupons hereby secured. Anything herein contained to the contrary notwithstanding, this Section shall not be construed to permit any act, waiver, surrender or restriction adversely affecting any bonds then Outstanding hereunder.

SECTION 131. Each certificate or opinion which is specifically required by the provisions of this Indenture to be delivered to the Corporate Trustee with respect to compliance with a condition or covenant herein contained shall include (1) a statement that the person making such certificate or opinion has read such covenant or condition; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and (4) a statement as to whether or not in the opinion of such person such condition or covenant has been complied with.

Every request or application by the Company for action by the Corporate Trustee shall be accompanied by an Officers' Certificate and an Opinion of Counsel stating in each case that in the opinion of the person making such certificate or opinion the conditions precedent, if any, to such action, provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent), have been complied with.

The same officer or officers of the Company, or the same engineer or counsel or other person, as the case may be, need not certify to all the matters required to be certified under the provisions of any Article, Section, subsection, subdivision, paragraph or clause hereof, but different officers, engineers, counsel or other persons may certify to different facts respectively.

SECTION 132. All parties to this Indenture agree, and each holder or owner of any bond by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require in any suit for the enforcement of any right or remedy under this Indenture, or in any suit against the Trustees or either of them for any action taken or omitted by them, as Trustees, or by it or him, as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorney's fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this Section shall not apply to any suit instituted by the Trustees or either of them, to any suit instituted by any bondholder, or group of bondholders, holding in the aggregate more than ten per centum (10%) in principal amount of the bonds Outstanding (determined as provided in Section 81 hereof), or to any suit instituted by any bondholder for the enforcement of the payment of the principal of or interest on any bond, on or after the respective due dates expressed in such bond.

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SECTION 133. Subject to the provisions of Article XVII and Article XVIII hereof, whenever, in this Indenture either of the parties hereto is named or referred to (except in subdivision (1) of Section 5 hereof) this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Company or by or on behalf of the Trustees shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

SECTION 134. If any provisions of this Indenture limits, qualifies, or conflicts with another provision of this Indenture which has been required to be included pursuant to any requirements of Sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 135. Wherever reference is made in this Indenture to the Trust Indenture Act of 1939 (except in Section 125 hereof), reference is made to such Act as it was in force on the date of the execution of this Indenture.

SECTION 136. Notwithstanding anything in this Indenture contained, the Company may, at any time and from time to time, amend this Indenture so as to decrease (but not below the amount of the advances, obligations, and other indebtedness and sums then secured by this Indenture) the ultimate amount at any one time to be advanced hereunder and secured hereby and the maximum amount of obligations at any one time to be secured hereby by executing and delivering to the Trustees, and thereafter appropriately recording or causing to be recorded in all places where this Indenture is recorded, a supplemental indenture specifying the limitations thereafter to be effective on the ultimate amount at any one time to be advanced hereunder and secured hereby and the maximum amount of obligations at any one time to be secured hereby; provided, however, that this Indenture may be

so amended only if such amendment will be legally effective under the laws of the several states in which this Indenture is then recorded and will not adversely affect the lien and validity of this Indenture or the validity of any bonds Outstanding hereunder and the Corporate Trustee shall have received an Opinion of Counsel to that effect. Unless and until this Indenture shall have been so amended, the ultimate amount at any one time to be advanced hereunder and secured hereby and the maximum amount of obligations at any one time to be secured hereby shall be and remain Two Hundred and Fifty Million Dollars ($250,000,000), as stated in Section 20 hereof.

SECTION 137. The titles of the several Articles of this Indenture shall not be deemed to be any part thereof.

SECTION 138. This Indenture shall be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, UTAH POWER & LIGHT COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents and its corporate seal to be attested by one of its Assistant Secretaries, and Arthur E. Burke, one of the parties hereto of the second part, has for

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all like purposes hereunto set his hand and affixed his seal, all in the City of New York, as of the 1st day of December, 1943.

UTAH POWER & LIGHT COMPANY,

[CORPORATE SEAL]

By G. M. GADSBY
President.

Attest:

GEO. B. THOMAS
Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

W. W. STAPLIN

M. A. CONTEY

GUARANTY TRUST COMPANY OF NEW YORK,

[CORPORATE SEAL]

By C. M. SCHMIDT
Vice-President.

Attest:

W. J. NEIL
Assistant Secretary.

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK, in the presence of:

G. GREENE

K. R. HENRICH

ARTHUR E. BURKE [L.S.]

Executed, sealed and delivered by ARTHUR E. BURKE in the presence of:

G. GREENE

K. R. HENRICH

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 10th day of December, 1943, before me, VICTOR M. MARIN, a Notary Public in and for the State of New York, County of New York, personally appeared G. M. GADSBY and GEO. B. THOMAS, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the President and Secretary, respectively, of Utah Power & Light Company, who, by me being duly sworn, did depose and say that the said G. M. GADSBY resides in Salt Lake City, Utah and the said GEO. B. THOMAS resides in Salt Lake City, Utah; that they are the President and Secretary, respectively, of Utah Power & Light Company, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

VICTOR M. MARIN

VICTOR M. MARIN
Notary Public
New York County—N. Y. Co. Clk's No. 75
Commission expires March 30, 1945

[NOTARIAL SEAL]

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STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 10th day of December, 1943, before me, WM. J. BURNHAM, a Notary Public in and for the State of New York, County of New York, personally appeared C. M. SCHMIDT and W. J. NEIL, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the Vice President and Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said C. M. SCHMIDT resides in Ridgewood, New Jersey, and the said W. J. NEIL resides in Glen Rock, New Jersey; that they are the Vice President and Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[NOTARIAL SEAL] WM. J. BURNHAM

WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 1426. Register's No. 4B861
Commission expires March 30, 1944

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

On this 10th day of December, 1943, before me, WM. J. BURNHAM, a Notary Public in and for the State of New York, County of New York, personally appeared ARTHUR E. BURKE, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year in this certificate first above written.

WM. J. BURNHAM

WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 1426. Register's No. 4B861
Commission expires March 30, 1944

[NOTARIAL SEAL]

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

G. M. GADSBY, being duly sworn, deposes and says, that he is the President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, both those now issued and those to be issued in accordance with the terms of said instrument, and is made without any design to hinder, delay or defraud the creditors of said Company.

G. M. GADSBY

Subscribed and sworn to before me }
this 10th day of December, 1943. }

[NOTARIAL SEAL]

VICTOR M. MARIN

VICTOR M. MARIN
Notary Public
New York County, N. Y. Co. Clk's No. 75
Commission Expires March 30, 1945

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

C. M. SCHMIDT, being duly sworn, deposes and says that he is the Vice President of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, both those now issued and those to be issued in accordance with the terms of said instrument, and is made without any design to hinder, delay or defraud the creditors of Utah Power & Light Company.

C. M. SCHMIDT

Subscribed and sworn to before me,
this 10th day of December, 1943.

WM. J. BURNHAM

WM. J. BURNHAM
Notary Public, Westchester County
Certificate filed in New York County
Clerk's No. 426. Register's No. 4B861
Commission expires March 30, 1944

[NOTARIAL SEAL]

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

ARTHUR E. BURKE, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, both those now issued and those to be issued in accordance with the terms of said instrument; and is made without any design to hinder, delay or defraud the creditors of Utah Power & Light Company.

ARTHUR E. BURKE

Subscribed and sworn to before me,
this 10th day of December, 1943.

WM. J. BURNHAM

WM. J. BURNHAM
Notary Public, Westchester County
Certificate filed in New York County
Clerk's No. 426. Register's No. 4B861
Commission expires March 30, 1944

[NOTARIAL SEAL]

Summary of Recordation Data

UTAH COUNTIES

County	Date Recorded	Book	Page	Filed as Chattel — Date	Filed as Chattel — Book
Box Elder	1-14-44	57 of Mortgages	1	1-14-44	13 of C. M. Index
Cache	1- 4-44	96 of Mortgage	1–99	1- 4-44	5 of C. M. Index
Carbon	1-21-44	4-Y of Mtgs.	202	1-21-44	7-C of C. M. Index
Davis	1-11-44	2-G of Mtgs.	1–198	1-11-44	4 of C. M. Index
Emery	1- 3-44	F-12	220–358	1- 3-44	C. M. Index
Grand	1- 3-44	6-E of Mtgs.	199–281	1- 3-44	C. M. Index
Juab	1-15-44	126 of Mtgs.	199–325	1-15-44	Mortgagee & Mortgagor of C. M. Index
Morgan	1- 6-44	B-8	570–679	1- 6-44	2 of C. M. Index
Rich	1-10-44	T of Deeds & Mtgs.	297–414	1-11-44	E of C. M. Index
Salt Lake	1-14-44	370	31	1-14-44	C. M. Index
Sanpete	1-11-44	84 of Mtgs.	1	1-11-44	8 of C. M. Index
Summit	1- 4-44	16 of Mtgs.	1–117	1- 4-44	1 of C. M. Index
Tooele	1- 5-44	U of Mtgs.	20	1- 5-44	C. M. Index
Uintah	1- 3-44	25 of Mtgs.	52–229	1- 3-44	3 of C. M. Index
Utah	1-14-44	407	1–166	1-14-44	4 of C. M. Index
Wasatch	1-14-44	18 of Mtgs.	19–102	1-14-44	C. M. Index
Weber	1-11-14	187 of Mtgs.	115	1-11-44	4 of C. M. Index

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IDAHO COUNTIES

County	Date Recorded	Book	Page	Filed as Chattel Date	Filed as Chattel Book
Bannock	1-14-44	74	479	1-14-44	17 of C. M. Index
Bear Lake	1- 3-44	19 of Mtgs.	234	1- 3-44	D of C. M. Index
Bingham	1- 3-44	72 of Mtgs.	344	1- 3-44	R of C. M. Index
Bonneville	1- 3-44	46 of Mtgs.	217	1-24-44	12 of C. M. Index
Butte	1- 3-44	14 of Deeds	295-454	1- 3-44	2 of C. M. Index
Caribou	1- 3-44	9 of Mtgs.	158	1- 3-44	2 of C. M. Index
Clark	1- 3-44	6 of Mtgs.	107–257	1- 3-44	2 of C. M. Index
Franklin	1- 3-44	45 of Mtgs.	43–235	1- 3-44	6 of C. M. Index
Fremont	1-14-44	43 of Mtgs.	200–377	1-14-44	C. M. Index Div. T-Z
Jefferson	1- 3-44	135 of Mtgs.	328	1- 3-44	132 of C. M. Index
Madison	1- 3-44	152 of Mtgs.	262–401	1- 3-44	153 of C. M. Index
Oneida	1- 4-44	17 of Mtgs.	331	1- 4-44	J of C. M. Index
Power	1- 3-44	44 of Mtgs.	234–345	1- 3-44	10 of C. M. Index

WYOMING COUNTIES

Sweetwater	1- 3-44	143 of Mtgs.	235–324	1- 3-44	5 of C. M. Index
Uinta	1-15-44	174 of Mtgs.	1–312	1-15-44	163 of C. M. Index

COLORADO COUNTIES

County	Date Recorded	Book	Page
Delta	1- 5-44	274	293
Dolores	1- 7-44	66	324
Gunnison	1-10-44	270	201
LaPlata	1- 7-44	247	266-363
Montrose	1- 4-44	308	20
Ouray	1- 6-44	138	1
San Juan	1- 6-44	169	394
San Miguel	1- 7-44	206	1

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

ARTHUR E. BURKE,

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1945

First Supplemental Indenture

Dated as of January 1, 1945

REQUEST: Utah Power & Light Co.
BOOK 142 PAGE 1145-1146
FEE 3.00 ABS
1951 SEP 28 AM 11:41
DOCUMENT NO. 231549
HERBERT S. BERTLEY
WASHINGTON COUNTY RECORDER
BY S.T.

191422

RECORDED June 21 1982 8:00 AM
IN BOOK 36 Misc PAGE 161
FEES 61.25 COUNTY CLERK
SUBLETTE COUNTY CLERK

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First Supplemental Indenture

INDENTURE, dated as of the first day of January, 1945, made and entered into by and between Utah Power & Light Company, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and Guaranty Trust Company of New York, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and Arthur E. Burke, whose post office address is 565 Park Avenue, New York, New York, (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage dated as of December 1, 1943, is hereby made, this Indenture being supplemental thereto; and

Whereas, by the Mortgage, the Company covenanted that it would execute and deliver such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage, and to make subject to the lien of the Mortgage any property thereafter acquired and intended to be subject to the lien thereof; and

Whereas, the Mortgage was recorded among other places as follows:

County	Date Recorded	Book	Page	Filed as Chattel Date	Filed as Chattel Book
Davis	1-11-44	2-G of Mtgs.	1-198	1-11-44	4 of C. M. Index
Morgan	1-6-44	B-8	570-679	1-6-44	2 of C. M. Index
Salt Lake	1-14-44	370	31	1-14-44	C. M. Index
Weber	1-11-44	187 of Mtgs.	115	1-11-44	4 of C. M. Index

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

Whereas, the Trustees have requested that the Company execute and deliver to them a further instrument and conveyance for the purpose of more effectually carrying out the purposes of the Mortgage;

Now, therefore, this Indenture Witnesseth: That Utah Power & Light Company, in consideration of the premises and of one dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms unto Guaranty Trust Company of New York and Arthur E. Burke, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the properties, rights and interest in property, particularly described as follows:

All of the Company's electric generating plants, developments, stations, transmission lines, telephone lines and electric distribution lines and systems, including permanent improvements, extensions or additions to or about the same; all dams, power houses, power sites, buildings, generators, reservoirs, pipe lines, flumes, structures and works; and substations, transformers, switchboards, towers, poles, wires, insulators and other appliances and equipment; all lands of the Company upon which the same are situated; and (except as any herein-

after expressly excepted) all other property of the Company, real, personal, or mixed, forming a part thereof or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State or other lands, public or private; and all water appropriations and water rights, licenses, permits and privileges; including but not limited to, the following described property:

PARAGRAPH ONE.

Electric Generating Plants.

The Electric Generating Plants, Developments and Stations of the Company, including all dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, buildings, boilers, generators, machinery, poles, wires and other equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's water appropriations and water rights, reservoir, storage and flowage rights, licenses, easements, rights of way, permits, franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, including, but not limited to the following described property situated in the State of Utah:

(1) *Pioneer Hydroelectric Plant,* consisting of a waterway and generating station, situated on Ogden River in Sections 21 and 22, T. 6 N., R. 1 W., in Ogden City, including an undivided 125/280 interest in U. S. Pineview Reservoir pipe line situated in Sections 23 and 24, T. 6 N., R 1 W., and Sections 16, 17, 18 and 19, T. 6 N., R. 1 E., S. L. B. & M., in Weber County, Utah.

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(a) *Lands:*

1. Beginning in the south line of the NW ¼ of Section 22, T. 6 N., R. 1 W., S. L. B. & M., at a point 232 feet east from the quarter corner common to Sections 21 and 22, said Township and Range, thence running east 54.25 feet, thence running in center line of existing power line N. 0° 31′ E. 127.7 feet and N. 7° 40′ E. 352.96 feet to south line of Ogden Canyon County Road, thence in south line of said road S. 64° 11′ E. 48.17 feet, thence N. 0° 32′ E. 199.7 feet, thence east 286.4 feet, thence North 660 feet to the north line of the SW ¼ of the NW ¼ of said Section 22, thence west 660 feet to the west line of said Section 22, thence south 312.6 feet, thence west 78 feet, thence south 302.94 feet to the north bank of Western Canal, thence east 40 feet, more or less, to south right of way line of Ogden Canyon Road, thence southeasterly in south right of way line of said road to a point 521.06 feet, more or less, north and south 89° 01′ east 222 feet from the aforesaid quarter corner, thence S. 0° 59′ W. 310.4 feet, thence south 89° 01′ E. 10.9 feet, thence south 1° 22′ W. 207.7 feet to beginning, containing 12.59 acres, more or less, together with and including a right of way for pipe line over and across a portion of the S ½ of the NW ¼ of Section 22, T. 6 N., R. 1 W., S. L. B. & M., described as follows:

Beginning at a point 1,755 feet south of the northeast corner of the northwest quarter of said Section 22, thence running west 1,985 feet to the east line of the NW ¼ of the SW ¼ of the NW ¼ of said Section 22, thence south 50 feet, thence east 1,985 feet, thence north 50 feet to beginning.

2. Beginning on the north line of the NW ¼ of the SW ¼ of Section 22, T. 6 N., R. 1 W., S. L. B. & M., at a point S 89° 46′ E. 194.15 feet from the quarter corner common to Sections 21 and 22, Township and Range aforesaid, thence running S. 89° 46′ E. in the north line of the NW ¼ of the SW ¼ of said Section 22, [illegible] feet, thence S. 0° 31′ W. parallel to the section line between said Sections 21 and 22, 1320 feet, thence N. 89° 46′ W. 251[illegible] feet, thence S. 0° 31′ W. 273.05 [illegible] thence N. 73° 10′ W. 32.3 feet, thence N [illegible] 31′ E. 603.41 feet to the north line of 16th Street at a point 33 feet north at right angles from the center line of said street (old Utah and Idaho Railroad) Ogden City survey, thence N. 86 [illegible]1′ E. in the north line of 16th Street 190.8 feet, thence N 1° 20′ E. 968.23 feet to beginning and containing 4.33 acres, more or less.

Also all lands, rights or other property acquired by the Company or its predecessors in interest by and under the following deeds recorded in the records of the County Recorder of Weber County, Utah, which are hereby referred to for more particular descriptions of said lands and rights:

3. Pipe Line Right of Way:

(a) Deed dated October 10, 1895, from John H. and Caroline P. Winslow, et al., recorded December 13, 1895 in Book 26 of Deeds, page 168.

(b) Deed dated November 30, 1895 from J. C. and Robert Anderson, recorded December 14, 1895 in Book 26 of Deeds, page 186.

(c) Deed dated January 4, 1896, from Fred J. and Julia Kiesel, recorded January 7, 1896 in Book 26 of Deeds, page 215.

(d) Deed dated January 4, 1896, from F. H. Huff, recorded January 4, 1896 in Book A of Miscellaneous, page 540.

(e) Deed dated June 26, 1896 from William G. and Mary Wilson, recorded June 27, 1896 in Book D of Leases, page 360.

(f) Deed dated July 3, 1896 from Utah Powder Company recorded July 18, 1896, in Book 26 of Deeds, page 442.

(g) Deed dated August 21, 1896, from John H. and Caroline P. Winslow, recorded August 21, 1896, in Book 26 of Deeds, page 482.

(h) Deed dated May 27, 1896, from Geo. J. and Emma M. Kelly, recorded May 27, 1896, in Book 27 of Deeds, page 231.

(i) Deed dated April 16, 1918, from William G. and Mary W. Wilson, recorded June 25, 1918, in Book N of Leases, page 47.

(j) Deed dated April 16, 1918, from William G. and Mary W. Wilson, recorded June 25, 1918, in Book 83 of Deeds, page 324.

Excepting from the above an undivided one-half interest in pipe line right of way deeded by the Company to the United States of America, November 17, 1934, recorded November 20, 1934 in Book 122 of Deeds, page 200, in the records of the County Recorder of Weber County, Utah.

(b) *Water Rights:*

1. Deed dated November 27, 1893 from Charles K. Bannister and Emma W. Bannister, recorded November 28, 1893 in Book 19, page 569, in the records of the County Recorder of Weber County, Utah.

(a) Notice of appropriation of all the waters of Ogden River dated November 22, 1893 and recorded in Book D, page 84, in the records of the County Recorder of Weber County, Utah.

Subject to contract between the United States of America and the Ogden River Water Users' Association and the "Company" dated October 18, 1934.

(2) *Weber Hydroelectric Plant,* consisting of a dam, reservoir, pipe line and generating station, situated on Weber River in Sections 28, 29 and 30, T. 5 N., R. 1 E., S. L. B. & M., near Ogden City, in Weber, Morgan and Davis Counties, Utah.

(a) *Lands:*

1. All right, title and interest of the Company to the use of the lands upon which said Weber Plant is located, as set forth in that certain Agreement between Union Pacific Railroad Company and Utah Light and Railway Company, dated August 1, 1908.

(b) *Water Rights:*

1. Deed dated January 2, 1908 from E. W. Wade, recorded January 4, 1908 in Book "A" of Water Claims, page 73 in the records of the County Recorder of Weber County, February 21, 1908 in Book 1 of Water Records, pages 4-5 in the records of the County Recorder of Morgan County and January 27, 1908 in Book "C" of Water Claims in the records of the County Recorder of Davis County.

(a) Notice of Appropriation of all the waters of Weber River, being 500 cubic feet per second, dated December 4, 1902 and recorded in Book "A", page 50 of Water Claims in the records of the County Recorder of Weber County, Book "A" of Water Records, pages 78-9 in the records of the County Recorder of Morgan County and Book "C" of Water Claims, page 55 in the records of the County Recorder of Davis County.

2. Certificate of Appropriation of Water, No. 9[illegible] issued to the "Company" November 27, 1920 by the State Engineer of Utah for 0.025 of a second foot of a spring, with priority of July 16, 1910 and recorded in Book W-1 of Water Records in the records of the County Recorder of Morgan County.

Confirmed to the "Company" by Decree No. 7487, District Court of Weber County, Utah, June 2, 1937, for:

365 second feet of the flow of Weber River for power, priority 1903.

100 second feet of the flow of Weber River for storage power, priority 1903.

0.01 of a second foot of the flow of Weber River for Domestic Use, priority 1903.

0.02 of a second foot from Spring for Domestic Use, priority 1903.

0.025 of a second foot from Spring in Morgan County for Domestic Use, priority July 16, 1910.

Subject to contract between the United States of America the Provo River Water Users' Association and the Weber River Water Users' Association, and the "Company", dated December 20, 1938.

(3) *Granite Hydroelectric Plant,* consisting of a dam, reservoir, pipe line, flume and generating station, situated on Big Cottonwood Creek in Section 25, T. 2 S., R. 1 E., and Sections 19, 20 and 30, T. 2 S., R. 2 E., S. L. B. & M. in Salt Lake County, Utah.

(a) *Lands:*

1. Beginning at the Northwest corner of the Northeast quarter of Section 25, T. 2 S., R. 1 E., S. L. B. & M., thence running South 2,034 feet to a point 606 feet North from the Southwest corner of said quarter Section, thence S. 82° 17' E. 2,664 feet to the east line of said Section 25, thence North 2,282 feet, more or less, to the Northeast corner of said Section 25, thence West 2,640 feet to the place of beginning. Containing 131.2 Acres, more or less.

Excepting from above described tract of land rights of way granted to Salt Lake City Corporation and Salt Lake County, recorded in the records of the County Recorder of Salt Lake County, December 26, 1905, in Book 7-G of Deeds, pages 22 and 23 and April 14, 1916 in Book 9-L of Deeds, pages 293 and 294.

(b) *Water Rights:*

1. Deed dated July 23, 1935 from Utah Power Company, recorded August 7, 1935 in Book 143 of Deeds, pages 523-5 in the records of the County Recorder of Salt Lake County, Utah.

(a) Notice of appropriation of all the water of Big Cottonwood Creek dated June 5, 1894 and recorded June 6, 1894, in Book "A" of Water Claims, page 230, in the records of the County Recorder of Salt Lake County, Utah.

(4) *Stairs Hydroelectric Plant,* consisting of a dam, reservoir, pipe line and generating station situated on Big Cottonwood Creek in Section 20, T. 2 S., R. 2 E., S. L. B. & M., in Salt Lake County, Utah.

(a) *Lands:*

1. Beginning at the southwest corner of the NE ¼ of the SE ¼ of Section 20, T. 2 S., R. 2 E., S. L. B. & M., thence running East 698.37 feet, thence N. 0° 03' W. 453.2 feet, thence N. 32° 23' W. 84.1 feet, thence West 68.44 feet, thence S. 4° 26' W. 268.25 feet, thence N. 78° 46' W. 575.1 feet, more or less, to the west side of the NE ¼ of the SE ¼ of said Section 20, thence S. 0° 03' E. 500 feet to beginning. Containing 7.7 acres, more or less.

(b) *Water Rights:*

1. Deed dated Dec. 2, 1893 from Robert M. Jones and Alice B. Jones, recorded Dec. 8, 1893 in Book "A" of Water Claims, pages 210-12, in the records of the County Recorder of Salt Lake County, Utah.

(a) Notice of Appropriation of all the water of Big Cottonwood Creek dated Oct. 26, 1891, and recorded May 15, 1893 in Book "A" of Water Claims, pages 188-9, in the records of the County Recorder of Salt Lake County, Utah.

(5) *Jordan Steam Electric Plant,* consisting of plant buildings, steam turbines, and generators, situated on Jordan River in Salt Lake City, Salt Lake County, Utah.

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(a) *Lands:*

1. Beginning at a point 16.5 feet south of the Northwest Corner of Block 54, Plat "C", Salt Lake City Survey, thence running South 96.74 feet, thence East 11.71 feet to the west wall of the present power house building, thence South 76 feet, thence West 137.47 feet, thence North 132.22 feet, thence West 95.09 feet, more or less, to the east bank of Jordan River, thence South along the East bank of said River 382.48 feet, more or less, to the North line of the right of way of the O. S. L. Railroad, thence Northeasterly along said right of way to the Southeast corner of Lot 17, Block 1, Jones Subdivision of said Block 54, thence North 133.98 feet to the Northeast corner of Lot 15 of said Block 1, thence West 132 feet, thence North 99 feet, thence West 528 feet to beginning and being a part of Blocks 1 and 2 of said Jones Subdivision, and part of Lot 4, Section 2, T. 1 S., R. 1 W., S. L. B. & M.

Including a perpetual right of way described as follows: Beginning at the Northeast corner of Lot 12, Block 1, said Jones Subdivision, thence running South one rod, thence West 748.85 feet, more or less, to the east bank of Jordan River, thence North one rod, thence East 748.85 feet, more or less, to beginning.

2. Beginning at the Northwest cornor of Block 1, Jordan Addition to Salt Lake City, thence running South 361.24 feet to the Southwest corner of said Block 1, thence N. 83° 00′ E. 411.49 feet to the west bank of Jordan River, thence down said river bank to the south line of South Temple Street, thence West to beginning, and being part of Section 2, T. 1 S., R. 1 W., S. L. B. & M. Containing 3.22 Acres, more or less.

3. Beginning at a point 594 feet West and 610.5 feet South from the Northeast corner of Section 3, T. 1 S., R. 1 W., S. L. B. & M., thence running West 165 feet, thence South 138 feet, thence N. 80° 11′ E. 167.6 feet, thence South 163.2 feet to the north right of way of the Western Pacific Railroad Company, thence N. 89° 33′ E. along said right of way 245.7 feet, more or less, to the northerly right of way line of Los Angeles and Salt Lake Railroad Company, thence following said right of way Northeasterly 325.45 feet, N. 69° 00′ E. 34.21 feet, N. 70° 45′ E. 100 feet, N. 72° 55′ E. 100 feet, N. 74° 45′ E. 100 feet, N. 76° 45′ E. 100 feet, N. 78° 45′ E. 100 feet, N. 80° 45′ E. 100 feet, N. 82° 35′ E. 100 feet, and N. 83° 30′ E. 159.4 feet to the west bank of Jordan River, thence down said River N. 5° 45′ E. 209.1 feet, thence S. 83° 00′ W. 676.5 feet, thence S. 76° 30′ W. 783.75 feet, thence North 83 feet to beginning, and being a part of Lot 4, Section 2 and part of Lot 1, Section 3, T. 1 S., R. 1 W., S. L. B. & M. Containing 8.62 Acres, more or less.

4. Beginning at a point 1,320 feet west, more or less, and 705.72 feet south from the northeast corner of Section 3, T. 1 S., R. 1 W., S. L. B. & M., thence running N. 80° 22′ E. 542.3 feet, thence South 210.02 feet, thence West 534.6 feet, thence North 119.28 feet to beginning. Containing 2.02 Acres, more or less.

5. All of Lots 1 to 12, inclusive, the west half of Lot 13 and Lots 15 to 22, inclusive, of Block 2; Lots 1 to 22, inclusive, of Block 3, Lots 1 to 11, inclusive, and Lots 16 to 19, inclusive, ofBlock 4; Lots 1, 2, 10, 11, 12, 13 and Lots 17 to 22,

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inclusive, of Block 5; Lots 1 to 15, inclusive, of Block 6 and Lots 1 to 11, inclusive, of Block 7, Jordan Addition to Salt Lake City.

6. Beginning 36 rods West and 14 rods South from the northeast corner of Section 3, T. 1 S., R. 1 W., S. L. B. & M., thence running West 10 rods, thence South 9 rods, thence East 10 rods, thence North 9 rods, to beginning, containing 0.56 of an acre.

7. Beginning 759 feet West and 748 feet South from the northeast corner of Section 3, T. 1 S., R. 1 W., S. L. B. & M., thence running S. 76.5 feet, thence East 165 feet, thence North 102.5 feet, thence S. 80° 11' W. 167.6 feet to beginning.

(b) *Water Rights:*

1. Certificate of Appropriation of Water No. 86-B, issued Oct. 11, 1912, by the State Engineer of Utah for 10 second feet of the flow of Jordan River with priority of Sept. 13, 1909 and recorded in Book "B" of Water Claims, page 562, in the records of the County Recorder of Salt Lake County, Utah.

2. Certificate of Appropriation of Water No. 659 issued to the "Company" Dec. 20, 1917, by the State Engineer of Utah for 47.66 second feet of the flow of Jordan River with priority of June 14, 1910 and recorded in Book "C" of Water Claims, pages 41-2 in the records of the County Recorder of Salt Lake County, Utah.

3. Certificate of Appropriation of Water No. 1469, issued to the "Company" June 2, 1926 by the State Engineer of Utah for 75 second feet of the flow of Jordan River with priority of Nov. 22, 1923, and recorded in Book "C" of Water Claims, page 199 in the records of the County Recorder of Salt Lake County, Utah.

Also all other electric generating plants, developments and stations of the Company, or parts thereof, and all lands owned by the Company acquired for or in connection with the same, and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation of the same.

PARAGRAPH TWO.

Substations, Switchyards and Switchracks.

The Electric Substations, Switchyards and Switchracks of The Company, including all buildings, motor generator sets, convertors,

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switchboards, rectifiers and storage batteries, structures, towers, poles, underground structures, conduits, equipment, appliances and devices for transforming, converting and distributing electric energy; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, certificates of convenience and necessity, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public street or highway, or the public lands of the United States, or of any State, or other lands, public or private; including, but not limited to, the following described property:

(1) *Northeast 44-KV Substation,* consisting of substation structures, transformers and switches, situated at 134 Eleventh East Street, in Salt Lake City, Salt Lake County, Utah.

(a) *Lands*:

1. Beginning 175 feet south from the northeast corner of Lot 8, Block 29, Plat "F" Salt Lake City survey, thence running West 142.5 feet, thence South 155 feet to the south line of said Lot 8, thence East 142.5 feet, thence North 155 feet to the place of beginning.

Together with a right of way over alley-ways described as follows: Beginning at a point 132 feet south from the northeast corner of said Lot 8, thence running west 297 feet, thence south 10 feet, thence East 132.5 feet, thence southeasterly 14 1/6 feet, thence South 178 feet, thence East 12 feet, thence North 188 feet, thence East 142.5 feet, thence North 10 feet to the place of beginning.

2. Beginning at the northeast corner of Lot 1, Block 29, Plat "F", Salt Lake City Survey thence running West 159 feet, thence South 40 feet, thence East 159 feet, thence North 40 feet, to the place of beginning.

Together with a perpetual right of way over a 10-foot alley on the south side of said land running the full length thereof and also a perpetual right of way over a strip of ground six (6) feet wide on the west side of said Lot One (1), Block 29, Plat "F" thence North 160 feet to the northwest corner of said lot to connect with an alley having an outlet on Eleventh East Street.

3. Sewer Right of Way. Easement dated Sept. 11, 1925 from Frank I. Kooyman and Elizabeth J. Kooyman, recorded Sept. 24, 1925 in Book 3-W of Liens and Leases, page 168.

(2) *Southeast 44-KV Substation,* consisting of substation structures, transformers and switches, situated at 2420 Highland Drive in Salt Lake City, Salt Lake County, Utah.

(a) *Lands:*

1. All of Lots One Hundred Twenty-seven (127), One Hundred Twenty-eight (128), One Hundred Twenty-nine (129) and One Hundred Thirty (130) in Highland Park Plat "B", a subdivision of part of Block Forty-six (46), Ten (10) Acre Plat "A", Big Field Survey, Salt Lake County, Utah.

(3) *Pioneer 44-KV-4KV Switchyard,* situated at the Company's Pioneer Plant.

(4) *Jordan 44-KV Switchrack,* situated at the Company's Jordan Steam Electric Plant.

(5) *Stairs 22-KV Switchrack,* situated at the Company's Stairs plant.

(6) *Granite 22-KV Switchrack,* situated at the Company's Granite plant.

(7) *West Temple 4-KV Substation,* consisting of substation structures, transformers and switches, situated at 133 South West Temple Street in Salt Lake City, Salt Lake County, Utah.

(8) *Distribution Substations,* consisting of substation structures, transformers and switches, located in Blocks 51, 57, 70, 75 and 76 Plat "A" Salt Lake City, including all lands, rights or other property acquired by the Company or its predecessors in interest by and under the following described deeds recorded in the records of the County Recorder of Salt Lake County, Utah, which are hereby referred to for more particular descriptions of said lands and rights:

(a) *Lands:*

1. Deed dated September 23, 1907, from Albert Mayers and Nellie Mayers, his wife, recorded October 12, 1907 in Book 7-G of Deeds, pages 495-6.

2. Deed dated October 3, 1907, from Mrs. Gardin Jones and A. P. Jones, her husband, recorded October 3, 1907 in Book 7-R of Deeds, page 26.

3. Deed dated November 10, 1907, from John E. Dooly and May V. Dooly, his wife, recorded January 18, 1908 in Book 7-U of Deeds, pages 138-9.

4. Deed dated April 20, 1908, from Simon Bamberger and Ida M. Bamberger, his wife, recorded April 27, 1908 in Book 8-A of Deeds, page 34.

5. Easement dated June 30, 1909, from William R. Wallace and Annie M. Wallace his wife and John F. Bennett and Rosetta W. Bennett, his wife, recorded July 9, 1909 in Book 7-U of Deeds, page 476.

6. Agreement dated November 10, 1927 with Salt Lake Tribune Publishing Company, recorded November 19, 1927 in Book 14 of Liens and Leases, pages 345-6.

7. Easement dated November 10, 1927 from Salt Lake Tribune Publishing Company, recorded November 19, 1927 in Book 14 of Liens and Leases, page 345.

(9) *Underground Substation Vaults,* situated on public streets of Salt Lake City including all underground conduit connections with Interior Block Substations, West Temple Substation and Jordan Steam Electric Station.

Also all other electric substations, switchyards and switchracks owned by the Company, and all lands of the Company upon which the same are situated, and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any state or other lands public or private.

PARAGRAPH THREE.

Transmission Lines.

The Electric Transmission Lines of the Company, including all towers, poles, pole lines, transformers, wires, switchracks, insulators and other appliances and equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across, or upon any public streets or highways, or the public lands of the United States, or of any State,

or other lands, public or private, including, but not limited to, the following property situated in the State of Utah:

1. *Pioneer-Jordan Transmission Line,* a 44-kv, suspension type insulator, double circuit, steel tower type transmission line in Weber, Davis and Salt Lake Counties, Utah, extending from the Company's Pioneer Plant in a general southerly direction to the Company's Jordan Steam Plant.

2. *Weber-Terminal Transmission Line* (steel tower section only) a 44-kv, suspension type insulator, single circuit, steel tower type transmission line in Weber and Davis Counties, Utah, extending from the Company's Weber Plant in a general southerly direction to a point in Section 19, T. 3 N., R. 1 E., S. L. B. & M., Davis County from whence it extends in a general southerly direction to the Company's Terminal Substation as Utah Power & Light Company property.

3. *Salt Lake City Loop,* a 44-kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake City, Salt Lake County, Utah, extending from the Company's Jordan Steam Plant in a general southeasterly direction to the Company's Southeast Substation thence in a general northeasterly direction to the Utah Power & Light Company's Emigration Substation, thence in a general northwesterly direction to the Company's Northeast Substation, thence in a general westerly direction to the Company's Jordan Steam Plant.

4. *Terminal-Jordan (No. 3 and No. 4) Transmission Line,* 1.74 miles of the 4.51 miles of a 44-kv, suspension type insulator, double circuit, steel type transmission line in Salt Lake County, Utah, extending from the Company's Terminal Substation in a general northeasterly direction to the Company's Jordan Steam Plant.

5. *Granite-Southeast Transmission Line,* a 22-kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Granite Plant in a general northwesterly direction to the Company's Southeast Substation.

6. *Stairs-Granite Transmission Line,* a 22-kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Stairs Plant in a general southwesterly direction to the Company's Granite Plant.

Also all extensions, branches and taps of said transmission lines or any of them; and all other transmission lines of the Company, and

all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private.

PARAGRAPH FOUR.

Distribution Lines and Systems.

The Electric Distribution Lines and Systems of the Company, including all towers, poles, pole lines, wires, switchracks, transformers, insulators, underground conduits and ducts, meters and appurtenances, appliances, devices and equipment, and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto: together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any State, or other lands public or private, including all of the Company's right, title and interest in and to:

The Electric distribution lines and systems of the Company as constructed and equipped in or near the communities, villages, towns, cities and counties enumerated in paragraph seven of this Indenture.

Also all extensions, branches and taps of said distribution lines and systems; and all other distribution lines and systems of the company; and all lands owned by the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States or of any State, or other lands, public or private.

PARAGRAPH FIVE.

Telephone Lines.

The Telephone Lines of the Company, including all poles, pole lines, wires, structures, insulators, hardware, ground wires, supports and other appliances and apparatus, and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal, or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights-of-way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands public or private, including all of the Company's right, title and interest in and to the following described property in the state of Utah:

1. *Pioneer-Jordan Telephone Line,* a single two wire circuit installed on the Pioneer-Jordan Steel Tower 44-kv Transmission Line in Weber, Davis and Salt Lake Counties, Utah.

2. *Stairs-Granite Telephone Line,* a single two wire circuit installed on the Stairs-Granite 22-kv Transmission Line in Salt Lake County.

3. *Jordan-Southeast Telephone Line,* a single two wire circuit installed on the Salt Lake City 44-kv Loop from the Company's Jordan Steam Plant to the Company's Southeast Substation.

Also all extensions, branches and taps of said telephone lines or any of them; and all other telephone lines of the Company; and all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private.

PARAGRAPH SIX.

Federal Licenses and Rights of Way.

The licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest, by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, switchracks, and other property forming a part thereof or appertaining thereto, including all of the Company's right, title and interest in and to the following Licenses and Permits which cover the use and occupancy of certain lands of the United States used in connection with the Company's plants and lines as indicated:

ELECTRIC GENERATING PLANTS.

1. Federal Power Commission License Project 597-Utah, Stairs Plant issued June 13, 1927, expires June 30, 1970.

2. Federal Power Commission License Project 1744, Weber Plant, not yet issued.

TRANSMISSION LINES.

3. Federal Power Commission License Project 764-Utah, Stairs-Granite 22-kv line, issued June 13, 1927, expires June 30, 1970.

Also all other licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, or switchracks and other property forming a part thereof or appertaining thereto.

PARAGRAPH SEVEN.

Franchises.

The Franchises of the Company, including all franchises, certificates, licenses, privileges, permits, grants and consents for the construction, maintenance and operation of electric transmission lines, distribution lines and systems, and telephone lines, through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights-of-way, and all rights incident thereto which have been granted to the Company or its predecessors by the governing bodies of the respective cities and counties of the state of Utah, as follows:

MUNICIPAL FRANCHISES.

Name	Town or City	Service	Expiration
Ogden	2nd Class	G. E. S.*	August 1, 1965
Salt Lake City	1st Class	G. E. S.*	July 1, 1955
Sandy	3rd Class	G. E. S.*	August 1, 1956

COUNTY FRANCHISES

Salt Lake County	Distribution Line	Indeterminate
Weber County	G. E. S.*	Nov. 27, 1956
Davis County	Distribution Line	Nov. 17, 1946

*Note: G. E. S.—General Electric Service.

Also all other franchises, certificates, licenses, privileges, permits, grants and consents owned by the Company for the construction, maintenance and operation of transmission lines, distribution lines and systems, underground conduits and telephone lines through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights-of-way, and all rights incident thereto.

PARAGRAPH EIGHT.

Miscellaneous Property.

All Miscellaneous Land and rights and interests in said land of the Company, together with the improvements located thereon, described as follows:

Improved Property in Salt Lake County, Utah

1. *West Temple Offices, Substation & Stores*

Part of Lots 3 and 4, Block 69, Plat "A" Salt Lake City survey described as follows: Beginning 82.5 feet north from the southeast corner of said Lot 3, thence running North 165 feet, thence West 95 feet, thence North 41.25 feet, thence West 70 feet, thence South 26 feet, thence West 20 feet, thence South 15.25 feet, thence West 145 feet, thence South 165 feet, thence East 330 feet to beginning, together with perpetual right of way of alley being the west 145 feet of the South 15.25 feet of the North half of said Lot 4; subject to pipe line easement heretofore granted to Utah Power & Light Company; also an easement for vehicle traffic over the East, 15.23 feet heretofore granted to Henry Dinwoodey Company.

2. *Salt Lake Division Service Department—Offices and Stores.* (Part of old car barn property.)

Beginning in the north property line of Block 25, Plat "B", Salt Lake City Survey, at a point 66 feet east from the northwest corner of said Block 25, thence running southerly along a line parallel to the west property line of said Block 25, 144 feet, more or less, thence easterly along a line parallel to the north property line of said Block 25, 330 feet, more or less, thence northerly along a line parallel to the west property line of said Block 25, 144 feet, more or less, to the north property line of said Block 25, thence westerly along the north property line of said Block 25, 330 feet, more or less, to beginning, and being a part of Lots 5, 6 and 7 of said Block 25.

Also beginning in the east property line of said Block 25 at a point 65 feet north from the southeast corner of said Block 25, thence running north 1.63 feet, more or less, to the intersection with the easterly-westerly line passing through the center of the brick wall common to the fourth bay of the car barns and Utah Power & Light Company Service Department, thence westerly along said easterly-westerly center line of said common wall 660 feet, more or less, to the west property line of said Block 25, thence south 1.93 feet, more or less, to a point 65 feet north from the southwest corner of said Block 25, thence east 660 feet to beginning and being a part of Lots 1, 2, 3 and 4 of said Block 25.

3. *Fourth West Warehouse*

Part of Lot 3, Block 65, Plat "A", Salt Lake City survey described as follows: Beginning at the Northwest corner of said Lot 3, thence running South 7½ rods, thence East 10 rods, thence South 2½ rods, thence East 4 rods, thence North 10 rods, thence West 14 rods to beginning; subject to trackage easement heretofore granted to Oregon Short Line Railroad Company.

4. *Fourth West Storage Yard*

Lot 1 and part of Lots 2, 3, 7 and 8, Block 82, Plat "A", Salt Lake City survey described as follows: Beginning at the Southeast corner of said Lot 1, thence running West 391.875 feet, thence North 120 feet, thence Northeasterly 460 feet, more or less, to a point 125 feet West and 165 feet North of the Southeast corner of said Lot 8, thence South 495 feet to beginning.

5. *Sixth East Storeroom*

Part of Lot 7, Block 24, Plat "B", Salt Lake City survey, described as follows: Beginning at the northeast corner of said Lot 7, thence running South 3½ rods, thence West 10 rods, thence North 3½ rods, thence East 10 rods to beginning.

6. *Fifth North Material Yard*

Part of Lots 2, 3, 4 and 5, Block 137, Plat "A", Salt Lake City survey, described as follows: Beginning 60 feet East from the northwest corner of said Lot 5, thence running East 92 feet, thence South 330 feet, thence West 20 feet, thence South 165 feet, thence East 20.46 feet, thence South 165 feet, thence West 92.46 feet, thence North 660 feet to beginning.

Subject to that certain agreement by and between the Utah Light and Traction Company and the Utah Oil Refining Company, dated Jan. 9, 1924 and recorded Feb. 7, 1924 in Book 3-T of Liens and Leases at pages 484-5.

IMPROVED PROPERTY, IN WEBER COUNTY, UTAH

7. *Ogden 23rd Street Warehouse*

Beginning at the southwest corner of Lot 3, Block 40, Plat "A", Ogden City survey, thence running North 8 rods, thence East 7 rods, thence South 8 rods, thence West 7 rods to beginning.

UNIMPROVED PROPERTY, IN SALT LAKE COUNTY, UTAH

1. *Old Public Service Property*

That part of Lots 5 and 6, Block 66, Plat "A", Salt Lake City survey, described as follows: Beginning at a point 7.5 rods East from the northwest corner of said Lot 5, thence running South 10 rods, thence East 1.5 rods, thence South 2 rods, thence West 9 rods, thence South 8 rods, thence East 15 rods, thence North 12 rods, thence West 72.5 feet, thence North 132 feet, thence West 51.25 feet to beginning.

2. *North Temple Street Subdivision*

Lots five, six, seven and eight in Block 55, Plat "C", Salt Lake City survey, being Lots One to Fifty-two, inclusive, of North Temple Street Subdivision.

3. *Warm Springs Gravel Pit*

(a) Lot 26, Block 5, City View Addition to Salt Lake City, except the south 5 feet thereof.

(b) Beginning at a point 14 rods and 12 feet North from the southeast corner of Block 150, Plat "A" Salt Lake City survey, thence running Northwesterly to a point 10 rods South and 18 rods West from the northeast corner of said Block 150, thence East 152.5 feet, thence N. 43° 30′ E. 825 feet, thence S. 46° 30′ E. 301.5 feet, more or less, to the intersection with the Northwestern boundary line of City View Addition projected, thence S. 43° 30′ W. 849.75 feet, thence N. 32° 00′ W. 101.47 feet, thence South 109.11 feet to beginning. Subject to rights of way for Wall Street and State Road.

4. *Pasture Land*

Lots 16, 17 and 20, Block 6, Five Acre Plat "B", Big Field survey, Salt Lake County, Utah.

UNIMPROVED PROPERTY, IN WEBER COUNTY, UTAH

5. *Old Steam Plant*

Lots 1, 2, 3 and 4, Block 1, Riverside Park Addition to Ogden City.

6. *Old Gas Plant*

A part of Lots Four (4) and Five (5), Block Seven (7) in Ogden Five-acre Plat "A", of Ogden City Survey; Beginning at a point 477.5 feet N. 0° 58′ E. and 49.5 feet S. 89° 02′ E. from the Monument at the intersection of 21st Street and Wall Avenue, in Ogden City, and running thence S. 89° 02′ E. 140 feet, thence N. 0° 58′ E. 50 feet, thence N. 89° 02′ W. 140 feet, thence S. 0° 58′ W. 50 feet to the place of beginning. The beginning point of the above described tract of land being the Northeast corner of Spencer Street and Wall Avenue, and said land being 140 feet along the north line of Spencer Street and 50 feet along the east line of Wall Avenue.

7. *Ogden Canyon Lands*

(a) The north one third (1/3) of the east one half (1/2) of the Southeast quarter of Section 22, T. 6 N., R. 1 W., S. L. B. & M. Containing 26.66 acres, more or less.

(b) An undivided one third (1/3) interest in the north one half (1/2) and the southeast quarter of Section 23, T. 6 N., R. 1 W., S. L. B. & M.

(c) Beginning at a point 2,472.2 feet South and 3,353.9 feet West from the northeast corner of Section 24, T. 6 N., R. 1 W., S. L. B. & M., thence running N. 69° 31′ W. 50.4 feet, thence S. 10° 32′ W. 57.9 feet, thence S. 69° 31′ E. 11.8 feet, thence N. 47° 05′ E. 63.8 feet to beginning, containing 0.04 acre, including a 12-foot right of way, the center line being described as follows: Beginning near the center of wagon bridge across Ogden River, at a point 245 feet West from the Southeast corner of the northwest 1/4 of said Section 24, thence running N. 1° 25′ W. 30.3 feet, thence N. 70° 55′ E. 138 feet, thence N. 59° 55′ E. 115.0 feet, thence N. 18° 25′ E. 120 feet, thence N. 20° 05′ W. 43.0 feet, thence N. 56° 45′ W. 53 feet, thence S. 71° 25′ W. 388.0 feet, thence N. 59° 15′ W. 58.0 feet, thence N. 84° 15′ W. 86.0 feet, thence S. 69° 15′ W. 78.0 feet, thence S. 61° 49′ W. 24.8 feet, containing 0.30 of an acre.

(d) The North one-half of Section 17, T. 6 N., R. 1 E., S. L. B. & M. containing 320 Acres, more or less.

Also beginning at the southwest corner of NW1/4 of the SW1/4 of Section 17, T. 6 N., R. 1 E., S. L. B. & M., thence running N. 0° 43′ E. 40 feet, thence East 560.21 feet, thence N. 0° 54′ W. 36.92 feet, thence N. 73° 13′ W. 115.61 feet, to the

center of Ogden River, thence North 57 feet to the south right of way line of Ogden Canyon Highway, State Route No. 39, thence in south right of way line of said highway, on an 18° curve to the right with a radius of 319.5 feet, a distance of 109.2 feet, N. 69° 53′ W. 236.3 feet and on a 4° 06′ curve to the left with a radius of 1399.69 feet, a distance of 108.29 feet to the west line of said Section 17, thence N. 0° 43′ E. in the west line of said Section 17, 1012.13 feet to the northwest corner of the SW¼ of said Section 17, thence east 5280 feet to the northeast corner of the SE¼ of said Section 17, thence south 660 feet, thence west 1320 feet, thence south 211.4 feet more or less to the south right of way line of Ogden Canyon Highway, State Route No. 39, thence in south right of way line of said Highway on a 5° 10′ curve to the left with a radius of 1113.2 feet a distance of 50 feet, more or less, S. 74° 03′ W. 95 feet and on a 21° 04′ curve to the right with a radius of 273.6 feet a distance of 80 feet, more or less, to a point 10 feet north more or less, from the center of east end of Ogden City pipeline bridge thence South 40 feet, more or less to center of Ogden River, thence southeasterly up the center of said River 250 feet, more or less, thence South 883.6 feet, thence East 1320 feet, thence South 660 feet to the southeast corner of said Section 17, thence West 5280 feet to the Southwest corner of said Section 17, thence North 1320 feet to beginning, containing 277.2 acres, more or less; subject to a pipe line easement heretofore granted to Ogden City.

(e) All of Sections 19, 21, 31, T. 6 N., R. 1 E., and all of Section 25, T. 6 N., R. 1 W., S. L. B. & M.; subject to a pipe line easement across Section 19, heretofore granted to Ogden City. Containing 2515 acres, more or less.

PARAGRAPH NINE.

Also all other franchises, privileges, permits, grants and consents owned or hereafter acquired by the Company for the construction, operation and maintenance of electric, gas or other utility systems in, on or under streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto.

All other property, real, personal and mixed (except any hereinbefore or hereinafter expressly excepted) now owned, or subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise

limiting or impairing by the enumeration of the same, the scope and intent of the foregoing or of any general description contained in this Indenture) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as hereinbefore or herinafter expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage described.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part therof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and all the estate, right, title and in-

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terest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is hereby agreed by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights, and franchises acquired by the Company after the date hereof (except any hereinbefore or hereinafter expressly excepted) shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Indenture and from the lien and operation of the Mortgage, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not specifically subjected to the lien hereof, or of the Mortgage; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically subjected to the lien hereof or of the Mortgage; the last day of the term of any lease or leasehold which may hereafter become subject to the lien hereof or of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of this 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 pledged property in

the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

To have and to Hold all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

In trust nevertheless, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, this Indenture being supplemental thereto.

And it is hereby covenanted by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Arthur E. Burke as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

This Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary

or one of its Assistant Secretaries, and Arthur E .Burke, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By .....
President.

Attest:
.....
Secretary.

Executed, sealed and delivered by Utah Power & Light Company in the presence of:

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,

By .....
Vice-President.

Attest:
.....
Assistant Secretary.

Executed, sealed and delivered by Guaranty Trust Company of New York in the presence of:

.....

.....

.....(L. S.)

Executed, sealed and delivered by Arthur E. Burke in the presence of:

.....

.....

STATE OF UTAH,
COUNTY OF SALT LAKE } ss.

On this 1st day of March 1945, before me, Charlotte Cummings a Notary Public in and for the State of Utah, personally appeared G. M. GADSBY and GEO. R. COREY to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the President and Secretary, respectively, of Utah Power & Light Company, who, by me being duly sworn, did depose and say that the said G. M. GADSBY resides in Salt Lake City, Utah, and the said GEO. R. COREY resides in Salt Lake City, Utah; that they are the President and Secretary, respectively, of Utah Power & Light Company, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledge that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Charlotte Cummings
Notary Public

My commission expires Dec. 12, 1946

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STATE OF NEW YORK, }
COUNTY OF NEW YORK } ss.

On this 22nd day of March, 1945, before me, Wm. J. Burnham, a Notary Public in and for the State of New York, County of New York, personally appeared HENRY A. THEIS and W. W. MERKER, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the Vice President and Assistant Secretary, respectively, of Guaranty Trust Company of New York, who, by me being duly sworn, did depose and say that the said HENRY A. THEIS resides in Englewood, New Jersey and the said W. W. MERKER resides in WESTFIELD, NEW JERSEY; that they are the Vice President and Assistant Secretary, respectively, of Guaranty Trust Company of New York, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledge that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledge to me that the said corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

WM. J. BURNHAM
NOTARY PUBLIC
WESTCHESTER COUNTY

WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 936, Register's No. 543-B-6
Commission expires March 30, 1946

1 13

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

On this 22nd day of March, 1945, before me, Wm. J. Burnham, a notary public in and for the State of New York, County of New York, personally appeared Arthur E. Burke, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

In Witness Whereof I have hereunto set my hand and official seal the day and year in this certificate first above written.

WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 936, Register's No. 543-B-6
Commission expires March 30, 1946

STATE OF UTAH, }
COUNTY OF SALT LAKE, } ss.

G. M. GADSBY, being duly sworn, deposes and says that he is the President of Utah Power & Light Company, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me,
the 1st day of March 1945
Charlotte Cummings
Notary Public

My commission expires Dec. 12, 1946.

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231549

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STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

HENRY A. THEIS., being duly sworn, deposes and says that he is the Vice President of Guaranty Trust Company of New York, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of Utah Power & Light Company.

Henry A. Theis

Subscribed and sworn to before me,
the 22nd day of March, 1945

WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 956, Register's No. 543-B-6
Commission expires March 30, 1946

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.

Arthur E. Burke, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of Utah Power & Light Company.

Arthur E. Burke

Subscribed and sworn to before me,
the 22nd day of March, 1945

WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 956, Register's No. 543-B-6
Commission expires March 30, 1946

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[redacted]

[redacted] [redacted] [redacted] 40

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SUPPLEMENTAL INDENTURE

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

ARTHUR E. BURKE,

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Second Supplemental Indenture

Dated as of May 1, 1946

REQUEST: Utah Power & Light Co.
BOOK 296 PAGE 1147-1179
FEE 35.00 ABS 1
1981 SEP 28 AM 11:41
RECORDED 231550
HERBERT S. BENTLEY
WASHINGTON COUNTY RECORDER
BY B.Y.

191423

RECORDED June 21 1982 8:00 AM
IN BOOK 36 Misc PAGE 192
FEE 6625 Jack L. Johnson SUBLETTE COUNTY CLERK Nancy 11.17

231550

SECOND SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the first day of May, 1946, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and ARTHUR E. BURKE, whose post office address is 565 Park Avenue, New York, New York (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Second Supplemental Indenture) being supplemental thereto;

WHEREAS, said Mortgage was recorded in Counties in the States of Utah, Idaho, Wyoming and Colorado, as follows:

STATE OF UTAH

County	Date Recorded	Book	Page	Filed as Chattel — Date	Filed as Chattel — Book
Box Elder	1-14-44	57 of Mortgages	1	1-14-44	13 of C. M. Index
Cache	1- 4-44	96 of Mortgage	1–99	1- 4-44	5 of C. M. Index
Carbon	1-21-44	4-Y of Mtgs.	202	1-21-44	7-C of C. M. Index
Davis	1-11-44	2-G of Mtgs.	1–198	1-11-44	4 of C. M. Index
Emery	1- 3-44	F-12	220–358	1- 3-44	C. M. Index
Grand	1- 3-44	6-E of Mtgs.	199–281	1- 3-44	C. M. Index
Juab	1-15-44	126 of Mtgs.	199–325	1-15-44	Mortgagee & Mortgagor of C. M. Index
Morgan	1- 6-44	B-8	570–679	1- 6-44	2 of C. M. Index
Rich	1-10-44	T of Deeds & Mtgs.	297–414	1-11-44	E. of C. M. Index

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County	Date Recorded	Book	Page	Filed as Chattel: Date	Filed as Chattel: Book
Salt Lake	1-14-44	370	31	1-14-44	C. M. Index
Sanpete	1-11-44	84 of Mtgs.	1	1-11-44	8 of C. M. Index
Summit	1- 4-44	16 of Mtgs.	1–117	1- 4-44	1 of C. M. Index
Tooele	1- 5-44	U of Mtgs.	20	1- 5-44	C. M. Index
Uintah	1- 3-44	25 of Mtgs.	52–229	1- 3-44	3 of C. M. Index
Utah	1-14-44	407	1–166	1-14-44	4 of C. M. Index
Wasatch	1-14-44	18 of Mtgs.	19–102	1-14-44	C. M. Index
Weber	1-11-14	187 of Mtgs.	115	1-11-44	4 of C. M. Index
		STATE OF IDAHO			
Bannock	1-14-44	74	479	1-14-44	17 of C. M. Index
Bear Lake	1- 3-44	19 of Mtgs.	234	1- 3-44	D of C. M. Index
Bingham	1- 3-44	72 of Mtgs.	344	1- 3-44	R of C. M. Index
Bonneville	1- 3-44	46 of Mtgs.	217	1-24-44	12 of C. M. Index
Butte	1- 3-44	14 of Deeds	295-454	1- 3-44	2 of C. M. Index
Caribou	1- 3-44	9 of Mtgs.	158	1- 3-44	2 of C. M. Index
Clark	1- 3-44	6 of Mtgs.	107–257	1- 3-44	2 of C. M. Index
Franklin	1- 3-44	45 of Mtgs.	43–235	1- 3-44	6 of C. M. Index
Fremont	1-14-44	43 of Mtgs.	200–377	1-14-44	C. M. Index Div. T-Z
Jefferson	1- 3-44	135 of Mtgs.	328	1- 3-44	132 of C. M. Index
Madison	1- 3-44	152 of Mtgs.	262–401	1- 3-44	153 of C. M. Index
Oneida	1- 4-44	17 of Mtgs.	331	1- 4-44	J of C. M. Index
Power	1- 3-44	44 of Mtgs.	234-345	1- 3-44	10 of C. M. Index
		STATE OF WYOMING			
Sweetwater	1- 3-44	143 of Mtgs.	235–324	1- 3-44	5 of C. M. Index
Uinta	1-15-44	174 of Mtgs.	1–312	1-15-44	163 of C. M. Index

STATE OF COLORADO

County	Recorded	Book	Page
Delta	1- 5-44	274	293
Dolores	1- 7-44	66	324
Gunnison	1-10-44	270	201
LaPlata	1- 7-44	247	266-363
Montrose	1- 4-44	308	20
Ouray	1- 6-44	138	1
San Juan	1- 6-44	169	394
San Miguel	1- 7-44	206	1;

and

WHEREAS, certain properties, rights and interests in property formerly owned by the Traction Company (referred to in Section 2 of the Mortgage) have been acquired by the Company and are now subject to the Lien of the Mortgage, and the Traction Mortgage (referred to in Section 2 of the Mortgage) has been satisfied and discharged of record; and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage and to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be subject to the Lien thereof and the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called the First Supplemental Indenture), for such purpose; and

WHEREAS, said First Supplemental Indenture was recorded in Counties in the State of Utah, as follows:

County	Date Recorded	Book	Page	Filed as Chattel — Date	Filed as Chattel — Book
Davis	4-11-45	2-G of Mortgages		4-11-45	4 of C. M. Index
Morgan	4-11-45	B-9 of Mortgages	64–80	4-11-45	2 of C. M. Index
Salt Lake	4-11-45	419 of Mortgages	287–	4-11-45	Chattel Mortgage Index
Weber	4-13-45	208 of Mortgages	182–	4-13-45	4 of C. M. Index;

and

WHEREAS, in addition to the property described in the Mortgage and in said First Supplemental Indenture, the Company has acquired certain other property, rights and interests in property; and

WHEREAS, the amount of indebtedness of the Colorado Company (referred to in Section 2 of the Mortgage) to the Company has been reduced through partial cancellation from Three Million One Hun-

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dred Seven Thousand Dollars ($3,107,000) to Two Million Dollars ($2,000,000) and it is proposed to amend subsection (II) of Section 73 of the Mortgage in the manner hereinafter provided; and

WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage, bonds of a series entitled and designated First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000); and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and 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 Second Supplemental Indenture, and the terms of the bonds of the Second Series, hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate resolutions of said Board of Directors;

NOW THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Guaranty Trust Company of New York and Arthur E. Burke, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all property, real, personal and mixed, ac-

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quired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the First Supplemental Indenture (except any herein or in the Mortgage or in said First Supplemental Indenture expressly excepted), now owned, or subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage or in

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said First Supplemental Indenture expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage or in said First Supplemental Indenture described.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is hereby agreed by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage or in said First Supplemental Indenture expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the Lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Second Supplemental Indenture and from the Lien and operation of the Mortgage, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar

materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the Lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 pledged property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

To have and to hold all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

In trust nevertheless, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Second Supplemental Indenture being supplemental thereto.

And it is hereby covenanted by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations

and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Arthur E. Burke, as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Effective Date of Certain Provisions.

SECTION 1. Anything herein contained to the contrary notwithstanding, each and every provision of this Second Supplemental Indenture, in so far as the same may constitute an act, waiver, surrender or restriction adversely affecting the bonds of the First Series, shall become effective only on the date when all of said bonds of the First Series shall cease to be Outstanding under the Mortgage in accordance with the provisions thereof, but all other provisions hereof shall be effective immediately.

ARTICLE II.

Second Series of Bonds.

SECTION 2. There shall be a series of bonds designated "2¾% Series due 1976" (herein sometimes referred to as the "Second Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons,

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which shall be established by Resolution of the Board of Directors of the Company, or by officers of the Company pursuant to authority delegated by such Board of Directors, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Second Series shall mature on May 1, 1976, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, as to either coupon bonds or fully registered bonds, in the denomination of One Hundred Dollars or in any multiple or multiples thereof (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of two and three-quarters per centum (2¾%) per annum, payable semi-annually on November 1 and May 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Second Series shall be dated as of May 1, 1946, and fully registered bonds of the Second Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Second Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for redemption, unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending April 30,

1947	104.50%	1957	102.95%	1967	101.40%
1948	104.35%	1958	102.80%	1968	101.25%
1949	104.19%	1959	102.64%	1969	101.09%
1950	104.04%	1960	102.49%	1970	100.94%
1951	103.88%	1961	102.33%	1971	100.78%
1952	103.73%	1962	102.18%	1972	100.63%
1953	103.57%	1963	102.02%	1973	100.47%
1954	103.42%	1964	101.87%	1974	100.32%
1955	103.26%	1965	101.71%	1975	100.16%
1956	103.11%	1966	101.56%	1976	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Second Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 3 hereof; provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 3 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 3 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 3 hereof if in such latter case the date fixed for such redemption shall be on or after January

1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 3 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during 12 months period ending April 30,

1947	101.65%	1957	101.24%	1967	100.70%
1948	101.61%	1958	101.19%	1968	100.64%
1949	101.58%	1959	101.14%	1969	100.58%
1950	101.54%	1960	101.09%	1970	100.51%
1951	101.50%	1961	101.04%	1971	100.45%
1952	101.46%	1962	100.99%	1972	100.38%
1953	101.42%	1963	100.93%	1973	100.31%
1954	101.37%	1964	100.88%	1974	100.23%
1955	101.33%	1965	100.82%	1975	100.16%
1956	101.28%	1966	100.76%	1976	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Second Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 said office or agency of the Company, together with a written instrument of transfer wherever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Second Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Second Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

ARTICLE III.

Sinking or Improvement Fund for Bonds of the Second Series.

SECTION 3. The Company covenants that, so long as any of the bonds of the Second Series shall remain Outstanding, it will, on or before May 1, 1958, and on or before May 1 of each year thereafter, to and including the year 1975, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state:

(a) the greatest principal amount of all bonds of the Second Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Second Series retired prior to the date of such Officers' Certificate pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Second Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of subdivision (4) of Section 69 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of property;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one and one-half per centum (1½%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Second Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section,

(B) An amount in cash and/or principal amount of bonds of the Second Series equivalent to the amount stated in the Officers' Certificate (due on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Second Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 71 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Second Series shall be made the basis of the withdrawal of cash deposited under this Section and, provided further that no bonds of any series other than the Second Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Second Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming

such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (7) of Section 28 of the Mortgage.

So long as any bonds of the Second Series shall remain Outstanding, any election by the Company pursuant to clause (i) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Second Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section shall be deemed to be Funded Cash;

(II) 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions of this Section and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE IV.

Dividend Covenant.

SECTION 4. Subsection (III) of Section 39 of the Mortgage is hereby deleted and there is hereby substituted therefor:

"(111) So long as any of the bonds of the Second Series remain Outstanding, it will not pay any dividend upon its capital stock (except one or more dividends in shares of its own common stock) or make any distribution on, or purchase of, any of the shares of its capital stock if the aggregate of all dividends subsequent to December 31, 1945, upon its stock of any class or classes (except one or more dividends in shares of its own common stock) and all distributions on and/or purchases of its capital stock subsequent to December 31, 1945, (excluding any amounts paid in connection with the surrender to the Company of its capital stock occasioned by or through the Plan of Reorganization of the Company approved by the Securities and Exchange Commission November 13, 1945), shall exceed the aggregate of (1) the net amount received by the Company in respect of the issue and sale of any shares of its capital stock subsequent to December 31, 1945, and (2) the net income of the Company subsequent to December 31, 1945, and prior to the date of the payment of such dividend or the date of making such distribution or purchase.

For the purpose of this calculation net income shall be determined by disregarding as charges and/or credits to income, as the case may be, any and all charges and/or credits to earned surplus subsequent to December 31, 1945, representing adjustments on account of excessive or deficient accruals charged to income for taxes, and in lieu of including in operating expenses the amount actually expended or accrued for repairs and maintenance of property owned by the Company and the Subsidiary Company and used in their electric, gas, steam or hot water utility business and the amounts actually appropriated out of income for retirement of such property (but excluding any provisions for amortization of any amounts included in utility plant acquisition adjust-

ment accounts or utility plant adjustment accounts or any accounts for similar purposes), there shall be included in such operating expenses an amount equal to fifteen per centum (15%) of the Adjusted Gross Operating Revenues (as defined in Section 7 hereof) of the Company and the Subsidiary Company."

ARTICLE V.

Waiver of Certain Rights in Respect of the Authentication of Bonds.

SECTION 5. So long as any of the bonds of the Second Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series to be authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any rights which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of this Second Supplemental Indenture or to any other credit under the Mortgage or under this Second Supplemental Indenture.

So long as any of the bonds of the Second Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right, in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or Fair Value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under

any of the provisions of the Mortgage or of this Second Supplemental Indenture on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 hereof.

ARTICLE VI.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Second Supplemental Indenture, the terms defined in the Mortgage shall, for all purposes of this Second Supplemental Indenture, have the meanings specified in the Mortgage.

SECTION 7. Notwithstanding the provisions of the eighth paragraph of Section 2 of the Mortgage, for the purpose of determining the right of bondholders to annul a declaration and destroy its effect under Section 77 thereof and for the purpose of determining the right of bondholders to direct the Trustees under Section 81 thereof and under other provisions of the Mortgage relating to the right of bondholders to direct the Trustees, and solely for such purposes, bonds in exchange or substitution for and or in lieu of which other bonds have been authenticated and delivered under Section 16 thereof and which have not been surrendered to the Corporate Trustee for cancellation, shall be deemed to be Outstanding

Subsection (1) of Section 4 of the Mortgage is hereby amended so as to change the figure "Three Million One Hundred Seven Thousand Dollars ($3,107,000)" to "Two Million Dollars ($2,000,000)".

SECTION 8. Section 7 of the Mortgage is hereby amended by substituting the words: "and an accountant, who, unless required to be independent, may be an officer or employee of the Company, stating" for the words: "and the Treasurer or an Assistant Treasurer of the Company, stating", in the first sentence of said Section 7 of the Mortgage.

SECTION 9. In clause (2) of subdivision (c) of Section 35 of the Mortgage the word "Company" shall mean the Company or any other obligor on the bonds secured by the Mortgage.

SECTION 10. So long as any bonds of the Second Series remain Outstanding, as defined in Section 2 of the Mortgage, the covenant in subsection (II) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 11. Prior to any sale or surrender by the Corporate Trustee of Qualified Lien Bonds or bonds secured by lien prior to the lien of the Mortgage in accordance with the provisions of Section 49 of the Mortgage, there shall be delivered to the Corporate Trustee, an Engineer's Certificate, made and dated not more than ninety (90) days prior to the date of the Company's request for such sale or surrender, stating the fair value, in the opinion of the signers, of the bonds to be sold or surrendered, and stating that, in the opinion of the signers, the release thereof will not impair the security under the Mortgage in contravention of the provisions thereof.

SECTION 12. Section 65 of the Mortgage is hereby amended to insert the words "and subject to the provisions of Section 3 of the Second Supplemental Indenture dated as of May 1, 1946", after the words "and 74 hereof".

SECTION 13. The second paragraph of subsection (II) of Section 73 of the Mortgage is hereby amended to read as follows:

> "The amount which shall be secured by the lien of the Colorado Mortgage shall be Two Million Dollars ($2,000,000) unless and until such amount shall be increased or decreased as herein provided."

The date "January 1, 1944" in the third paragraph of subsection (II) of Section 73 of the Mortgage is amended to read "May 1, 1946".

SECTION 14. Section 76 of the Mortgage is hereby amended by deleting the following language:

> "the Trustees shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors and/or Responsible Officers, of the Corporate Trustee in good faith determine that the withholding of such notice is in the interests of the bondholders."

and by substituting for such language the following:

> "the Corporate Trustee shall be protected in withholding such notice if and so long as the board of directors, executive committee, or a trust committee of directors and/or Responsible Officers, of the Corporate Trustee in good faith determine that the withholding of such notice is in the interests of the bondholders and the Co-Trustee shall be protected in withholding such notice if and so long as the Co-Trustee in good faith determines that the withholding of such notice is in the interests of the bondholders and the separate or co-trustee shall be protected in withholding such notice if and so long as such separate or co-trustee in good faith determines that the withholding of such notice is in the interests of the bondholders."

SECTION 15 The second paragraph of Section 81 of the Mortgage is hereby deleted and the following paragraph substituted therefor:

> "For the purposes of this Section and of Sections 75, 77, 79, 99, 111, 118, and 132 hereof, and for the purpose of waiving, in accordance with any of the provisions of Section 123 hereof, any particular default, defined in Section 75 hereof, of the Company and the consequences thereof, in determining whether the holders of the required percentage of the principal amount of bonds have concurred in or participated in any direction or consent, (a) bonds for the purchase of which money in the necessary amount shall have been deposited with or shall then be held by the Corporate Trustee with irrevocable direction to apply the same to the purchase thereof shall be deemed Outstanding and (b) bonds owned by the Company, or by any person directly or indirectly controlling or controlled by or under direct or indirect common

control with the Company (unless all bonds at the time Outstanding hereunder are then so owned), shall be disregarded, except that for the purpose of determining whether the Trustees, or either of them, shall be protected in relying on any such direction or consent, only bonds which the Trustees know, or such Trustee knows, are so owned, shall be so disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this paragraph, if the pledgee shall establish to the satisfaction of the Trustees or the Corporate Trustee the pledgee's right to vote such bonds and that the pledgee is not a person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. In case of a dispute as to such right, any decision by the Trustees, or either of them, taken upon the advice of counsel shall be full protection to the Trustees."

SECTION 16. The term "Trustees" in the second sentence of the third paragraph of Section 98 of the Mortgage shall mean the Trustees and, if a separate or co-trustee is appointed pursuant to Section 113 of the Mortgage, such separate or co-trustee.

SECTION 17. For the purposes of Section 98 and 99 of the Mortgage, a Default shall be deemed cured when the act or omission or other event giving rise to such Default shall have been cured, remedied or terminated.

SECTION 18. Subdivision (c) of Section 99 of the Mortgage is hereby deleted and there is substituted therefor the following:

"(c) no Trustee which is a corporation shall be personally liable for any error of judgment made in good faith by a Responsible Officer or Responsible Officers of such Trustee unless it shall be proved that such Trustee was negligent in ascertaining the pertinent facts and no Trustee who is an individual shall be personally liable for any error of judgment made in good faith by him unless it shall be proved that he was negligent in ascertaining the pertinent facts; and".

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SECTION 19. The provisions of Sections 99 and 110 of the Mortgage which have been made specifically applicable to the Trustees, shall apply to the Trustees and, if a separate or co-trustee is appointed pursuant to Section 113 of the Mortgage, to any separate or co-trustee.

SECTION 20. The first word of Section 107 of the Mortgage is hereby deleted and there is substituted therefor the following: "Prior to a Default, as defined in Section 75 of the Mortgage, and after the curing of any such Default, whenever".

SECTION 21. For the purposes of Section 108 of the Mortgage, the term "security" shall have the meaning assigned to such term in the Securities Act of 1933, as amended and in force on the date of the execution of this Second Supplemental Indenture.

SECTION 22. Subdivision (1) of subsection (d) of Section 109 of the Mortgage is hereby deleted and there is substituted therefor the following:

> "(1) the Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Company are outstanding unless such other indenture is a collateral trust indenture under which the only collateral consists of bonds issued under this Indenture; provided that there shall be excluded from the operation of this paragraph (1) another indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Company are outstanding, if the Company shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that trusteeship under this Indenture and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify the Trustee from acting as such under one of such indentures;".

SECTION 23. Subdivision (1) of subsection (b) of Section 110 of the Mortgage is hereby amended to insert the number "49," before the number "69".

SECTION 24. The eighth paragraph of Section 113 of the Mortgage is hereby amended by deleting therefrom the words "with full power of substitution and revocation," and the words "or any substitute".

SECTION 25. The second paragraph of Section 123 of the Mortgage is hereby amended (1) by deleting the first word therefrom and substituting therefor the following: "Except for the purpose of waiving any past Default, defined in Section 75 hereof, of the Company and the consequences thereof, in which event the provisions of Section 81 hereof shall be applicable, bonds" and by inserting the words: ", subject to the provisions of Sections 98 and 99 hereof," after the words "except that".

SECTION 26. Section 129 of the Mortgage is hereby amended by substituting the word "hereunder;" for the words "hereunder to the knowledge of the Corporate Trustee".

SECTION 27. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage shall apply to and form part of this Second Supplemental Indenture with 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 Second Supplemental Indenture.

SECTION 28. Whenever in this Second Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject

to the provisions of Articles XVII and XVIII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Second Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 29. Nothing in this Second 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 Second Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Second Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 30. This Second Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents, and its corporate seal to be attested by one of its Assistant Secretaries, and Arthur E. Burke, one of the parties hereto of the

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second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By .....
President.

Attest:

.....
Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,

By .....
Vice-President.

Attest:

.....
Assistant Secretary.

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

.....(L. S.)

Executed, sealed and delivered by ARTHUR E. BURKE in the presence of:

.....

.....

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 3rd day of May, 1946, before me, ALICE M. POWELL, a Notary Public in and for the State of New York, County of New York, personally appeared G. M. GADSBY and GEO. R. COREY to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the President and Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said G. M. GADSBY resides in Salt Lake City, Utah, and the said GEO. R. COREY resides in Salt Lake City, Utah; that they are the President and Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Alice M. Powell

ALICE M. POWELL
NOTARY PUBLIC, QUEENS COUNTY
Queens Co. Clk's No. ... Reg. No. 209 P-7
Certificate filed in
N. Y. Co. Clk's No. ... Reg. No. 105-P-7
Westchester ... Clerk
Commission Expires March 30, 1947

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NOTARIAL SEAL

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 3rd day of May, 1946, before me, WM. J. BURNHAM, a Notary Public in and for the State of New York, County of New York, personally appeared HENRY A. THEIS and W. W. MERKER, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the Vice President and Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said HENRY A. THEIS resides in Englewood, New Jersey and the said W. W. MERKER resides in Westfield, New Jersey; that they are the Vice President and Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

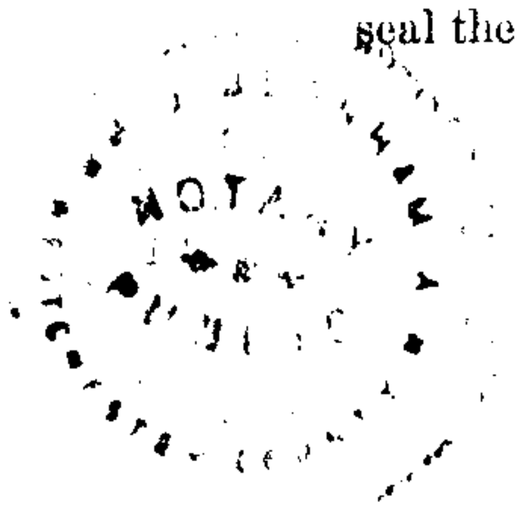
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 1046, Register's No. 543-B-8
Commission expires March 30, 1948

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 3rd day of May, 1946, before me, WM. J. BURNHAM, a notary public in and for the State of New York, County of New York, personally appeared ARTHUR E. BURKE, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year in this certificate first above written.



WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 1046, Register's No. 543-B-8
Commission expires March 30, 1948

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

G. M. GADSBY, being duly sworn, deposes and says that he is the President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me,
the 3rd day of May, 1946.

Alice M. Powell

ALICE M. POWELL
NOTARY PUBLIC, QUEENS COUNTY
Queens Co. Clk's No. 2075, Reg. No. 209-P-7
Certificates Filed in
N. Y. Co. Clk's No. 115, Reg. No. 105-P-7
Westchester County Clerk
Commission Expires March 30, 1947

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

HENRY A. THEIS, being duly sworn, deposes and says that he is the Vice President of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

.....

Subscribed and sworn to before me,
the 3rd day of May, 1946.

.....

WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 1046, Register's No. 543-B-8
Commission expires March 30, 1948

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

231550

ARTHUR E. BURKE, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

.....

Subscribed and sworn to before me,
the 3rd day of May, 1946.

.....

WM. J. BURNHAM
Notary Public, Westchester County
Certificates filed in New York County
Clerk's No. 1046, Register's No. 543-B-8
Commission expires March 30, 1948

[redacted] [redacted]

STATE [redacted]YOMING
[redacted]D
AT 10:00 A.M.

JAN 05 1982
188328
THYRA THOMSON
SECRETARY OF STATE

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

ARTHUR E. BURKE,

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Third Supplemental Indenture

Dated as of April 1, 1948

191424

RECORDED June 21 1982 8:00 AM
BOOK 36 Mtg PAGE 224
FEES 6.00 Lorna Wade COUNTY CLERK
SUBLETTE COUNTY CLERK

THIRD SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the first day of April, 1948, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and ARTHUR E. BURKE, whose post office address is 565 Park Avenue, New York, New York (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Third Supplemental Indenture) being supplemental thereto;

WHEREAS, said Mortgage was recorded in Counties in the States of Utah, Idaho, Wyoming and Colorado, as follows:

STATE OF UTAH

County	Date Recorded	Book	Page	Filed as Chattel — Date	Filed as Chattel — Book
Box Elder	1-14-44	57 of Mortgages	1	1-14-44	13 of C. M. Index
Cache	1- 4-44	96 of Mortgage	1–99	1- 4-44	5 of C. M. Index
Carbon	1-21-44	4-Y of Mtgs.	202	1-21-44	7-C of C. M. Index
Davis	1-11-44	2-G of Mtgs.	1–198	1-11-44	4 of C. M. Index
Emery	1- 3-44	F-12	220–358	1- 3-44	C. M. Index
Grand	1- 3-44	6-E of Mtgs.	199–281	1- 3-44	C. M. Index
Juab	1-15-44	126 of Mtgs.	199–325	1-15-44	Mortgagee & Mortgagor of C. M. Index
Morgan	1- 6-44	B-8	570–679	1- 6-44	2 of C. M. Index
Rich	1-10-44	T of Deeds & Mtgs.	297–414	1-11-44	E. of C. M. Index

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County	Date Recorded	Book	Page	Filed as Chattel Date	Filed as Chattel Book
Salt Lake	1-14-44	370	31	1-14-44	C. M. Index
Sanpete	1-11-44	84 of Mtgs.	1	1-11-44	8 of C. M. Index
Sevier	2-20-48	A-14 of Mtgs.	272	2-20-48	B of C. M. Index
Summit	1- 4-44	16 of Mtgs.	1–117	1- 4-44	1 of C. M. Index
Tooele	1- 5-44	[illegible] of Mtgs.	20	1- 5-44	C. M. Index
Uintah	1- 3-44	[illegible] of Mtgs.	52–229	1- 3-44	3 of C. M. Index
Utah	1-14-44	[illegible]7	1–166	1-14-44	4 of C. M. Index
Wasatch	1-14-44	[illegible] of Mtgs.	19–102	1-14-44	C. M. Index
Weber	1-11-44	[illegible]7 of Mtgs.	115	1-11-44	4 of C. M. Index
STATE OF IDAHO					
Bannock	1-14-44	[illegible]	479	1-14-44	17 of C. M. Index
Bear Lake	1- 3-44	[illegible] of Mtgs.	234	1- 3-44	D of C. M. Index
Bingham	1- 3-44	[illegible] of Mtgs.	344	1- 3-44	R of C. M. Index
Bonneville	1- 3-44	[illegible] of Mtgs.	217	1-24-44	12 of C. M. Index
Butte	1- 3-44	[illegible] of Deeds	295–454	1- 3-44	2 of C. M. Index
Caribou	1 -3-44	[illegible] of Mtgs.	158	1- 3-44	2 of C. M. Index
Clark	1- 3-44	[illegible] of Mtgs.	107–257	1- 3-44	2 of C. M. Index
Franklin	1- 3-44	[illegible] of Mtgs.	43–235	1- 3-44	6 of C. M. Index
Fremont	1-14-44	[illegible] of Mtgs.	200–377	1-14-44	C. M. Index Div. T-Z
Jefferson	1- 3-44	[illegible] of Mtgs.	328	1- 3-44	132 of C. M. Index
Madison	1- 3-44	[illegible] of Mtgs.	262–401	1- 3-44	153 of C. M. Index
Oneida	1- 4-44	[illegible] of Mtgs.	331	1- 4-44	J of C. M. Index
Power	1- 3-44	[illegible] of Mtgs.	234–345	1- 3-44	10 of C. M. Index
Teton	2-16-48	[illegible]-A of Mtgs.	1-312	2-16-48	C. M. Index, Page U
STATE OF WYOMING					
Lincoln	5-20-46	[illegible] of Mtgs.	1–110	5-20-46	5 of C. M Index
Sweetwater	1- 3-44	[illegible] of Mtgs.	235–324	1- 3-44	5 of C. M Index
Uinta	1-15-44	[illegible] of Mtgs.	1–312	1-15-44	163 of C. M. Index

STATE OF COLORADO

County	Recorded	Page
Delta	1- 5-44	293
Dolores	1- 7-44	324
Gunnison	1-10-44	201
La[illegible]ata	1- 7-44	266 363
Montrose	1- 4-44	20
Ouray	1- 6-44	1
San Juan	1- 6-44	394
San Miguel	1- 7-44	1;

and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage and to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be subject to the Lien thereof and the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called the First Supplemental Indenture), for such purpose; and

WHEREAS, said First Supplemental Indenture was recorded in Counties in the State of Utah, as follows:

County	Date Recorded	Book	Page	Filed as Chattel—Date	Filed as Chattel—Book
Davis	4-11-45	2-G of Mortgages		4-11-45	4 of C. M. Index
Morgan	4-11-45	B-9 of Mortgages	64–80	4-11-45	2 of C. M. Index
Salt Lake	4-11-45	419 of Mortgages	287–	4-11-45	Chattel Mortgage Index
Weber	4-13-45	208 of Mortgages	182–	4-13-45	4 of C. M. Index;

and

WHEREAS, in addition to the property described in the Mortgage and in said First Supplemental Indenture, the Company acquired certain other property, rights and interests in property, and, in order to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be made subject to the Lien thereof, and the Company executed and delivered to the Trustees a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called the Second Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Second Supplemental Indenture was recorded in Counties in the States of Utah, Idaho, Wyoming and Colorado as follows:

STATE OF UTAH

County	Date Recorded	Book	Page	Filed as Chattel Date	Filed as Chattel Book
Box Elder	5/20/46	60 of Mtgs.	410	5/20/46	13 of C. M. Index
Cache	5/15/46	100 of Mtgs.	1–10	5/15/46	6 of C. M. Index
Carbon	5/20/46	8 of Mtgs.	56–66	5/20/46	10 of C. M. Index
Davis	5/20/46	L of Mtgs.	391	5/20/46	4 of C. M. Index
Emery	5/15/46	12 of Mtgs.	475–489	5/15/46	Chat. Mtg. Index
Grand	5/15/46	E of Mtgs.	421	5/15/46	Chat. Mtg. Index
Juab	5/22/46	1 of Mtgs.	77	5/22/46	Chat. Mtg. Index
Morgan	5/22/46	0 of Mtgs.	103	5/22/46	2 of C. M. Index
Rich	5/17/46	J of Mtgs.	72–81	5/17/46	E of C. M. Index
Salt Lake	5/20/46	5 of Mtgs.	189	5/20/46	Chat. Mtg. Index
Sanpete	5/20/46	0 of Mtgs.	392	5/20/46	8 of C. M. Index
Sevier					
Summit	5/15/46	6 of Mtgs.	569	5/15/46	File I of C. M. Index
Tooele	7/13/46	U of Mtgs.	326	7/13/46	Chat. Mtg. Index
Uintah	5/15/46	5 of Mtgs.	582–595	5/15/46	3 of C. M. Index
Utah	5/25/46	7 of Mtgs.	491–507	5/25/46	4 of C. M. Index
Wasatch	5/20/46	18 of Mtgs.	553–561	5/20/46	Chat. Mtg. Index
Weber	6/19/46	2 of Mtgs.	58	6/19/46	Chat. Mtg. Index

STATE OF IDAHO

Bannock	5/22/46	77 of Mtgs.	587	5/22/46	18 of C. M. Index
Bear Lake	5/20/46	19 of Mtgs.	549	5/20/46	D of C. M. Index
Bingham	5/27/46	74 of Mtgs.	1	5/27/46	S of C. M. Index
Bonneville	5/20/46	50 of Mtgs.	350	5/20/46	12 of C. M. Index
Butte	5/18/46	15 of Deeds	22	5/18/46	2 of C. M. Index
Caribou	5/20/46	9 of Mtgs.	399	5/20/46	2 of C. M. Index
Clark	5/20/46	6 of Mtgs.	257	5/20/46	2 of C. M. Index
Franklin	5/18/46	7 of Mtgs.	128–145	5/18/46	6 of C. M. Index
Fremont	6/14/46	13 of Mtgs.	600	6/14/46	T-Z Div. of C. M. Index
Jefferson	5/18/46	0 of Mtgs.	70	5/18/46	137 of C. M. Index
Madison	5/18/46	7 of Mtgs.	379	5/18/46	153 of C. M. Index
Oneida	5/20/46	17 of Mtgs.	559–567	5/20/46	J of C. M. Index
Power	5/20/46	44 of Mtgs.	345	5/20/46	10 of C. M. Index
Teton	2/25/48	5 of Mtgs.	1	2/25/46	U of C. M. Index

STATE OF WYOMING

County	Date Recorded	Book	Page	Filed as Chattel Date	Filed as Chattel Book
Lincoln	6/ 3/46	2 of Mtgs.	542	6/ 3/46	5 of C. M. Index
Uinta	5/23/46	60 of Mtgs.	271	5/23/46	163 of C. M. Index

STATE OF COLORADO

County	Recorded	Book	Page
Delta	5/20/46	292	29
Dolores	6/ 4/46	68	43
Gunnison	5/20/46	274	373
LaPlata	5/22/46	257	374–383
Montrose	5/20/46	318	323
Ouray	5/20/46	138	171–187
San Juan	5/22/46	170	331
San Miguel	5/20/46	206	394

and

WHEREAS, in addition to the property described in the Mortgage, said First Supplemental Indenture and said Second Supplemental Indenture, 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 series entitled and designated First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000), none of which are now Outstanding; and

WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage and of the Second Supplemental Indenture, bonds of a series entitled and designated First Mortgage Bonds, 2¾% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Thirty-two Million Dollars ($32,000,000), all of which are now Outstanding; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be

established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain [illegible] not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, the First Supplemental Indenture and the Second Supplemental Indenture, 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, the First Supplemental Indenture and the Second Supplemental Indenture; and

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

NOW THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Guaranty Trust Company of New York and Arthur E. Burke, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the First Supplemental Indenture and the Second Supplemental Indenture (except any herein or in the Mortgage or in said First Supplemental Indenture or said Second Supplemental Indenture expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches,

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flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, line service and supply systems, bridges, culverts, tracks, street and suburban railway systems, offices, buildings and other structures and the equipment thereof; all machines, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture described.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the afore-

said property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is hereby agreed by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the Lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Third Supplemental Indenture and from the Lien and operation of the Mortgage, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the Lien of the Mortgage; (4) electric energy, gas, and other materials or

products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

To have and to hold all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

In trust nevertheless, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Third Supplemental Indenture being supplemental thereto.

And it is hereby covenanted by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Arthur E. Burke, as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Third Series of Bonds.

SECTION 1. There shall be a series of bonds designated "3⅛% Series due 1978" (herein sometimes referred to as the "Third Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Third Series shall mature on April 1, 1978, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, as to either coupon bonds or fully registered bonds, in the denomination of One Hundred Dollars or in any multiple or multiples thereof (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of three and one-eighth per centum (3⅛%) per annum, payable semi-annually on October 1 and April 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Third Series shall be dated as of April 1, 1948, and fully registered bonds of the Third Series shall be dated as in Section 10 of the Mortgage provided.

(1) Bonds of the Third Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for

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redemption, unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending March 31,

1949.....	104.46%	1959.....	102.81%	1969.....	101.16%
1950.....	104.30%	1960.....	102.65%	1970.....	101.00%
1951.....	104.13%	1961.....	102.48%	1971.....	100.83%
1952.....	103.97%	1962.....	102.32%	1972.....	100.67%
1953.....	103.80%	1963.....	102.15%	1973.....	100.50%
1954.....	103.64%	1964.....	101.99%	1974.....	100.34%
1955.....	103.47%	1965.....	101.82%	1975.....	100.17%
1956.....	103.31%	1966.....	101.66%	1976.....	100.00%
1957.....	103.14%	1967.....	101.49%	1977.....	100.00%
1958.....	102.98%	1968.....	101.33%	1978.....	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Third Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with the Proceeds of Released Property; provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section

2 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (1) 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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 2 hereof if in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during 12 months period ending March 31,

1949.....	101.60%	1959.....	101.18%	1969.....	100.60%
1950.....	101.56%	1960.....	101.13%	1970.....	100.54%
1951.....	101.53%	1961.....	101.08%	1971.....	100.47%
1952.....	101.49%	1962.....	101.02%	1972.....	100.40%
1953.....	101.45%	1963.....	100.97%	1973.....	100.32%
1954.....	101.40%	1964.....	100.91%	1974.....	100.25%
1955.....	101.36%	1965.....	100.85%	1975.....	100.17%
1956.....	101.32%	1966.....	100.79%	1976.....	100.00%
1957.....	101.27%	1967.....	100.73%	1977.....	100.00%
1958.....	101.22%	1968.....	100.67%	1978.....	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Third Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Third Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer wherever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Third Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such

coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Third Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

ARTICLE II.

Sinking or Improvement Fund for Bonds of the Third Series.

SECTION 2. The Company covenants that, so long as any of the bonds of the Third Series shall remain Outstanding, it will, on or before May 1, 1958, and on or before May 1 of each year thereafter, to and including the year 1977, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state:

(a) the greatest principal amount of all bonds of the Third Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Third Series retired prior to the date of such Officers' Certificate pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Third Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of subdivision (4) of Section 69 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain, of property;

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(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one and one-half per centum (1½%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Third Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Third Series equivalent to the amount stated in the Officers' Certificate (due on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B) there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for in this Section.

Notwithstanding any other provisions of this Third Supplemental Indenture or the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent years by depositing cash and/or a principal amount of bonds of the Third Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and

(ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 71 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Third Series shall be made the basis of the withdrawal of cash deposited under this Section and, provided further that no bonds of any series other than the Third Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Third Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Third Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and

such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Third Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture shall be deemed to be Funded Cash;

(II) any bonds of the First Series delivered to the Corporate Trustee pursuant to the provisions of Section 4 of the Mortgage and any bonds of the Second Series delivered to the Corporate Trustee pursuant to the provisions of Section 3 of the Second Supplemental Indenture and any bonds of the Third 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Third Series purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Dividend Covenant.

SECTION 3. So long as any bonds of the Third Series shall remain Outstanding, as defined in Section 2 of the Mortgage, clause (8) of subsection (I) of Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

Subsection (III) of Section 39 of the Mortgage, as amended by Section 4 of the Second Supplemental Indenture, is hereby further amended by adding the words "or Third Series" after the words "Second Series" in the first paragraph of said Subsection (III), as amended.

ARTICLE IV.

Definition of "Proceeds of Released Property".

SECTION 4. The term "Proceeds of Released Property" shall mean the aggregate of the cash deposited with or received by the Corporate Trustee pursuant to the provisions of Section 69, Section 70, Section 71 (except such cash as is to be paid over to the Company under the provisions of Section 71), or Section 72 of the Mortgage.

ARTICLE V.

Waiver of Certain Rights.

SECTION 5. So long as any of the bonds of the Third Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any rights which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of this Third Supplemental Indenture or to any other credit under the Mortgage or under the Second Supplemental Indenture or under this Third Supplemental Indenture.

SECTION 6. So long as any of the bonds of the Third Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right (which right has heretofore

in the Second Supplemental Indenture been so surrendered and waived so long as any bonds of the Second Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or Fair Value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under any of the provisions of the Mortgage or of the Second Supplemental Indenture or of this Third Supplemental Indenture on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 of the Second Supplemental Indenture or Section 2 of this Third Supplemental Indenture.

ARTICLE VI.

Miscellaneous Provisions.

SECTION 7. Subject to the amendments provided for in this Third Supplemental Indenture, the terms defined in the Mortgage and the Second Supplemental Indenture shall, for all purposes of this Third Supplemental Indenture, have the meanings specified in the Mortgage and the Second Supplemental Indenture.

SECTION 8. So long as any bonds of the Third Series remain Outstanding, as defined in Section 2 of the Mortgage, the covenant in subsection (II) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 9. Section 65 of the Mortgage, as heretofore amended by the Second Supplemental Indenture, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Third Supplemental Indenture dated as of April 1, 1948", after the date "May 1, 1946".

SECTION 10. Section 76 of the Mortgage, as heretofore amended by the Second Supplemental Indenture, is hereby further amended by deleting the following language:

> "and the separate or co-trustee shall be protected in withholding such notice if and so long as such separate or co-trustee in good faith determines that the withholding of such notice is in the interests of the bondholders."

and by substituting for such language the following:

> "and any separate or co-trustee who is an individual shall be protected in withholding such notice if and so long as such separate or co-trustee in good faith determines that the withholding of such notice is in the interests of the bondholders."

SECTION 11. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage and in the First Supplemental Indenture and in the Second Supplemental Indenture set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended by the Second Supplemental Indenture, shall apply to and form part of this Third Supplemental Indenture with 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 Third Supplemental Indenture.

SECTION 12. Whenever in this Third Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as

heretofore amended by the Second Supplemental Indenture, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Third Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 13. Nothing in this Third 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 Third Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Third Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 14. This Third Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents, and its corporate seal to be attested by one of its Assistant Secretaries, and Arthur E. Burke, one of the parties hereto of the

second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By.....
President.

Attest:
.....
Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,
As Corporate Trustee,

By.....
Vice President.

Attest:
.....
Assistant Secretary.

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

.....(L. S.)
As Trustee.

Executed, sealed and delivered by ARTHUR E. BURKE in the presence of:

.....

.....

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 12th day of April, 1948, before me, Alice M. Powell Notary Public in and for the State of New York, County of New York, personally appeared G. M. GADSBY and GEO. R. COREY to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the President and Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said G. M. GADSBY resides in Salt Lake City, Utah, and the said GEO. R. COREY resides in Salt Lake City, Utah; that they are the President and Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Alice M. Powell

Notary Public in the State of New York
[illegible]
Queens Co. Clk's No. [illegible], Reg. No. 209-P-9
[illegible] Filed in
N. Y. Co. Clk's No. 61, Reg. No. 105-P-9
Certificate Filed in Westchester Co.
Commission Expires March 30, 1949

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 1st day of April, 1948, before me, WM. J. BURNHAM, a Notary Public in and for the State of New York, County of New York, personally appeared R. R. COOKS and W. W. MERKEL, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said R. R. COOKS resides in BROOKVILLE, NEW YORK, and the said W. W. MERKEL resides in WESTFIELD, N. J.; that they are a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and the said acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

WM. J. BURNHAM
Notary Public, New York
Original filed in New York County
Co. Clerk's Certificate filed in New York County
N. Y. Co. Clk's Reg. No. 43-B-9
Commission Expires March 30, 1950

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 1st day of April, 1948, before me, [redacted] WM. J. BURNHAM, a notary public in and for the State of New York, County of New York, personally appeared ARTHUR E. BURKE, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

[redacted]

WM. J. BURNHAM
Notary Public in the State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

G. M. GADSBY, being duly sworn, deposes and says that he is the President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

[redacted]

Subscribed and sworn to before me, }
the 1st day of April, 1948. }

Alice M. Powell

[redacted]
Notary Public in the State of New York
[redacted]
[redacted] No. 269-P-9
[redacted]
[redacted] No. 105-P-9
Certificate filed in Westchester Co.
Commission Expires March 30, 1949

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

R. E. Cobbs, being duly sworn, deposes and says that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me, the 1st day of April, 1948.

WM. J. BURKE
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. C.L.'s No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

ARTHUR F. BURKE, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me, the 1st day of April, 1948.

WM. J. BURKE
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. C.L.'s No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

(8571)

[redacted] [redacted]

STATE OF [redacted]MING
FILED
AT 10:00 AM
JAN 05 19[illegible]
188332
THYRA THOMSON
SECRETARY OF STATE

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

ARTHUR E. BURKE,

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Fourth Supplemental Indenture

Dated as of May 1, 1949

191425

Recorded June 21 1962 8:00 AM
Book 36 Misc Page 253
Fee $11.25 Jane J. Lister COUNTY CLERK
OneidaCOUNTY CLERK Deputy

FOURTH SUPPLEMENTAL INDENTURE.

INDENTURE, dated as of the first day of May, 1949, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and ARTHUR E. BURKE, whose post office address is 565 Park Avenue, New York, New York (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Fourth Supplemental Indenture) being supplemental thereto;

WHEREAS, under the Mortgage, the Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Company and all such property (except as aforesaid) thereafter acquired by the Company; and the Mortgage was recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage and to make subject to the Lien of the Mortgage any property there-

after acquired and intended to be subject to the Lien thereof and for such purpose and in order to confirm the lien of the Mortgage on certain after-acquired property the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called the First Supplemental Indenture), which was recorded in various counties in the State of Utah; and

WHEREAS, in addition to the property described in the Mortgage and in said First Supplemental Indenture, the Company acquired certain other property, rights and interests in property, and, in order to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be made subject to the Lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called the Second Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Second Supplemental Indenture was recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and in said First Supplemental Indenture and in said Second Supplemental Indenture, the Company acquired certain other property, rights and interests in property, and, in order to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be made subject to the Lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Third Supplemental Indenture, dated as of April 1, 1948 (hereinafter called the Third Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Third Supplemental Indenture was recorded in counties in the States of Utah, Idaho, Wyoming and Colorado as follows:

STATE OF UTAH

County	Date Recorded	Book	Page	Filed as Chattel: Date	Filed as Chattel: Book
Box Elder	4/16/48	66 of Mortgages	1	4/16/48	File 16 of Chat. Mtg.
Cache	4/12/48	109 of Mortgages	1	4/12/48	6 of C. M. Index
Carbon	4/10/48	13 of Mortgages	281-290	4/10/48	10 of C. M. Index
Davis	4/20/48	2 W of Mortgages	29	4/20/48	4 of C. M. Index
Emery	4/10/48	F-13 of Mortgages	107-114	4/10/48	Chat. Mtg. Index "U"
Grand	4/10/48	6-F of Mortgages	73-78	4/10/48	Chat. Mtg. Index
Juab	4/17/48	136 of Mortgages	123 151	4/17/48	Chat. Mtg. Index
Morgan	4/16/48	B-9 of Mortgages	178	4/16/48	Chat. Mtg. Index
Rich	4/27/48	U of Mortgages	359-366	4/27/48	E of Chat. Mtg. Index
Salt Lake	4/16/48	602 of Mortgages	164	4/16/48	9 of C. M. Index
Sanpete	4/17/48	91 of Mortgages	57	4/17/48	Chat. Mtg. File 19
Sevier	4/20/48	E of Miscellaneous	71	4/20/48	B of C. M. Index
Summit	4/12/48	18 of Mortgages	31-40	4/12/48	3 of C. M. Index
Tooele	5/11/48	U of Mortgages	474-483	5/11/48	Chattel Mortgage
Uintah	4/19/48	28 of Mortgages	331A-331H	4/19/48	4 of C. M. Index
Utah	4/21/48	500 of Mortgages	555	4/21/48	File of C. M. Index
Wasatch	4/16/48	19 of Mortgages	624-632	4/16/48	Chat. Mtg. Index
Weber	4/19/48	290 of Mortgages	110	4/19/48	5 of C. M. Index

STATE OF IDAHO

County	Date Recorded	Book	Page	Filed as Chattel: Date	Filed as Chattel: Book
Bannock	4/12/48	82 of Mortgages	Sec. U	4/12/48	18 of C. M. Index
Bear Lake	4/10/48	20 of Mortgages	283-290	4/10/48	D-362 of C. M. Index
Bingham	4/19/48	76 of Mortgages	402-415	4/19/48	S of C. M. Index U-1
Bonneville	4/10/48	55 of Mortgages	397	4/10/48	12 of C. M. Index
Butte	4/10/48	4 of Deeds	613-620	4/10/48	2 of C. M. Index
Caribou	4/12/48	10 of Mortgages	1	4/12/48	2 of C. M. Index
Clark	4/19/48	6 of Mortgages	299	4/10/48	2 of C. M. Index
Franklin	4/10/48	48 of Mortgages	633-640	4/10/48	6 of C. M. Index
Fremont	4/19/48	43 of Mortgages	618-632	4/19/48	C. M. Index, T. Z.
Jefferson	4/22/48	146 of Mortgages	382	4/22/48	137 of C. M. Index
Madison	4/21/48	96 of Mortgages	553	4/21/48	163 of C. M. Index
Oneida	4/17/48	17 of Mortgages	625-632	4/17/48	J-185 of C. M. Index
Power	4/15/48	44 of Mortgages	365	4/15/48	10 of C. M. Index
Teton	4/12/48	75 of Mortgages	232	4/12/48	C. M. Index

STATE OF WYOMING

County	Date Recorded	Book	Page	Filed as Chattel: Date	Filed as Chattel: Book
Lincoln	4/15/48	24 of Mortgages	363-370	4/15/48	5 of C. M. Index, 267
Uinta	4/10/48	174 of Mortgages	1A-28A	4/10/48	163 of C. M. Index, 267

STATE OF COLORADO

County	Date Recorded	Book	Page
Delta	4/13/48	298	232
Dolores	4/17/48	68	208A
Gunnison	5/ 3/48	278	137
LaPlata	4/19/48	268	359-374
Montrose	4/10/48	330	23
Ouray	4/14/48	138	361
San Juan	4/14/48	167	511
San Miguel	4/26/48	208	239;

and

WHEREAS, in addition to the property described in the Mortgage, said First Supplemental Indenture, said Second Supplemental Indenture and said Third Supplemental Indenture, 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 series entitled and designated First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000), none of which are now Outstanding; and

WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage and of the Second Supplemental Indenture, bonds of a series entitled and designated First Mortgage Bonds, 2¾% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Forty-two Million Dollars ($32,000,000), all of which are now Outstanding; and

WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage and the Third Supplemental Indenture, bonds of a series entitled and designated First Mortgage Bonds, 3⅛% Series due 1978 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or relating to the terms

and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, 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, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture; and

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

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NOW THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Guaranty Trust Company of New York and Arthur E. Burke, as Trustees under the Mortgage and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all the following described properties of the Company:

PARAGRAPH ONE

Electric Generating Plants.

The Electric Generating Plants, Developments and Stations of the Company, including all dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, buildings, boilers, generators, machinery, poles, wires and other equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's water appropriations and water rights, reservoir, storage and flowage rights, licenses, easements, rights of way, permits, franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, including but not limited to the following described property situated in the States of Idaho and Utah:

Idaho Property

(1) *St. Anthony Hydroelectric Plant* (Item (2) of Paragraph One of the Mortgage)

Additional Lands:

1. Lots 5 to 10, Block 95, St. Anthony Townsite, Fremont County, Idaho, being land acquired by deed dated June 20, 1945 from H. I. Adams and recorded Jan. 24, 1946 in Book 48 of Deeds, page 15, in the records of the County Recorder of said County.

(2) *Grace Hydroelectric Plant* (Item (5) of Paragraph One of the Mortgage)

Additional Lands:

1. Tract of land in Section 1, T.10 S., R.40 E., B. B. & M. for connection of No. 3 and No. 1 flow line pipes, containing 5.697 acres, being land acquired by deed dated May 4, 1948 from E. Andrew and Laura Adams and recorded May 13, 1948 in Book 103 of Deeds, page 175, in the records of the County Recorder of Bannock (now Caribou) County, Idaho.

Utah Property

(3) *Jordan Steam Electric Plant* (Item (12) of Paragraph One of the Mortgage)

Additional Lands:

1. The east half of Lot 13 and all of Lot 14, Block 2, Jordan Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated Feb. 4, 1947 from Edwin and Pearl L. Whitney, and recorded Feb. 21, 1947 in Book 521, page 357, in the records of the County Recorder of said County.

(4) *Lower Mill Creek Hydroelectric Plant* (Item (13) of Paragraph One of the Mortgage)

Additional Water Rights:

1. Change Certificate of Appropriation of Water No. A-130, issued to the Company May 25, 1948, by the State Engineer of Utah for 0.02

361

second foot of the flow of Mill Creek with priority of August 1, 1913 and recorded in Book 615, page 369 in the records of the County Recorder of Salt Lake County, Utah.

(5) *Murdock Hydroelectric Plant* (Item (16) of Paragraph One of the Mortgage)

Additional Water Rights:

1. Certificate of Appropriation of Water No. 3259, issued to the Company Jan. 21, 1948, by the State Engineer of Utah for 0.07 second foot of underground water with priority of April 30, 1943, and recorded in Book 5 of Misc., page 474-5 in the records of the County Recorder of Wasatch County, Utah.

(6) *Orem Steam Electric Plant* (Item (23) of Paragraph One of the Mortgage)

Additional Water Rights:

1. Certificate of Appropriation of Water No. 3178, Application No. 11895, issued to the Company Jan. 21, 1948, by the State Engineer of Utah for 52.6 second feet of the flow of Provo River with priority of Dec. 10, 1935, and recorded in Book 480, pages 353-4 in the records of the County Recorder of Utah County, Utah.

(7) *Vernal Internal Combustion Plant* (Formerly *Vernal 17-kv Substation*, situated in Vernal, Uintah County, Utah—item (124) of Paragraph Two of the Mortgage)

Additional Lands:

1. Two tracts of land adjacent to existing plant land located in Section 23, T. 4 S., R.21 E., S. L. B. & M., containing 0.13 and 0.094 acres, being land acquired by deeds dated Feb. 13, 1946 from Vernal Milling Company and recorded April 17, 1946 in Book 35 of Deeds, pages 400-1 and July 1, 1947 in Book 36 of Deeds, page 379, in the records of the County Recorder of said County.

Also all other electric generating plants, developments and stations of the Company, or parts thereof, and all lands owned by the Com-

pany acquired for or in connection with the same, and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation of the same.

PARAGRAPH TWO

Substations, Switchyards and Switchracks.

The Electric Substations, Switchyards and Switchracks of the Company, including all buildings, structures, towers, poles, underground structures, conduits, equipment, appliances and devices for transforming, converting and distributing electric energy; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public street or highway, or the public lands of the United States, or of any State, or other lands, public or private; including but not limited to, the following described property within the States of Idaho, Utah, and Wyoming:

Idaho Property

(1) *Goshen, Idaho, 161 kv Substation,* situated near Goshen, Bingham County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated April 12, 1946 from Richard H. and Bessie M. Jones and recorded April 30, 1946 in Book 70 of Deeds, page 215 in the records of the County Recorder of said County.

(2) *Malad 130 kv Switchrack,* situated near Malad, Oneida County, Idaho, together with the land upon which the switchrack is located, being land acquired by deed dated August 1, 1947, from Elizabeth J. Hughes and recorded August 1, 1947 in Book 25 of Deeds, page 492. in the records of the County Recorder of said County.

(3) *Rigby 44 kv Substation,* situated near Rigby, Jefferson County, Idaho. Additional land acquired by deed dated Feb. 19, 1947, from Lettie E. Call, et al. and recorded March 6, 1947 in Book 141 of Deeds, page 169 in the records of the County Recorder of said County.

(4) *New Monteview 44 kv Substation,* situated near Monteview, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated August 22, 1947, from Stuart and Rhoda Tyler and recorded Sept. 19, 1947 in Book 141 of Deeds, page 232 in the records of the County Recorder of said County.

(5) *Rexburg 44 kv. Substation,* situated in Rexburg, Madison County, Idaho. Additional land acquired by deed dated Sept. 30, 1947, from Utah Oil Refining Company and recorded No. 20, 1947 in Book 162, page 18, in the records of the County Recorder of said County.

(6) *Grace 6.6 kv Substation,* situated in Grace, Caribou County, Idaho.

Utah Property

(7) *Roy 130 kv Switchrack,* situated near Riverdale, Weber County, Utah, together with the land upon which the switchrack is located, being land acquired by deed dated Dec. 18, 1943, from Milo P. and Lavon Childs Peterson and recorded Jan. 6, 1944 in Book 188 of Deeds, page 60 in the records of the County Recorder of said County.

(8) *Blue Creek 44 kv Substation,* situated near Blue Creek, Box Elder County, Utah, together with the land upon which the substation is located, being land acquired by deed dated August 10, 1948, from Dean B. and Carma S. Bradshaw, *et al.* and recorded August 24, 1948 in Book 5[illegible] Deeds, page 611 in the records of the County Recorder of said Co[illegible].

(9) *Millville 44 kv Substation,* situated near Millville, Cache County, Ut[illegible] together with the land upon which the substation is located, bei[illegible] land acquired by deed dated May 14, 1947, from John William and Matilda E. Rice and recorded May [illegible], 1947 in Book 85 of Deeds, page 133 in the records of the County Recorder of said County.

(10) *Smithfield 44 kv Switchrack,* situated in Smithfield, Cache County, Utah, together with the land upon which the switchrack is located, being land acquired by deed dated May 10, 1948 from Harry and Lena Michaelis and recorded May 12, 1948 in Book 87 of Deeds, page 136, in the records of the County Recorder of said County.

(11) *Deweyville 44 kv Substation,* situated at Deweyville, Box Elder County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Nov. 3, 1947 from S. J. Quinney, Receiver of The Utah-Idaho Central Railroad Corporation and recorded Nov. 17, 1947 in Book 55 of Deeds, page 506 in the records of the County Recorder of said County.

(12) *Layton 44 kv Substation,* situated near Layton, Davis County, Utah.

(13) *Devils Slide (New) 44 kv Switchrack,* situated on Ideal Cement Company property at Devils Slide, Morgan County, Utah.

(14) *Emigration 44 kv Substation,* situated in Salt Lake City, Salt Lake County, Utah. Additional land acquired April 4, 1947, from Richard H. and Bessie M. Jones and recorded April 19, 1947 in Book 531, page 655, in the records of the County Recorder of said County.

(15) *Sixth South 44 kv Substation,* situated on Sixth South Street between Second East and State Streets in Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deeds dated July 16, 1945 and July 19, 1948 from Royal Laundry Company and recorded July 30, 1945 in Book 431, page 656 and August 5, 1948, in Book 626, page 547 in the records of the County Recorder of said County.

(16) *North Bench 44 kv Substation,* situated on 14th Avenue between "F" and "G" streets in Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Sept. 2, 1947 from Salt Lake City Corporation and recorded Sept. 4, 1947 in Book 558, page 451 in the records of the County Recorder of said County.

(17) *McClelland 44 kv Substation,* situated on 800 South Street between 1000 East and McClelland Streets in Salt Lake City, Salt Lake

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County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Sept. 12, 1947 from Charles L. Ovard and Margaret C. Ovard, and recorded Sept. 16, 1947 in Book 560, page 685, and by deed dated Sept. 23, 1947 from Salt Lake City Corporation and recorded Sept. 26, 1947 in Book 563, page 76, in the records of the County Recorder of said County.

(18) *Southwest 44 kv Substation,* situated on Hartwell Avenue near Second West Street, Salt Lake County, Utah, together with the land upon which the substation is located being land acquired by deed dated Dec. 1, 1945, from Adiel F. and DeEtte Stewart and recorded Dec. 4, 1945 in Book 448, page 573, in the records of the County Recorder of said County.

(19) *Salt Lake City 130 kv Substation Site,* situated in Salt Lake County, Utah, being land acquired Aug. 24, 1948 from Salt Lake City Corporation and recorded Sept. 16, 1948 in Book 611, page 589 in the records of the County Recorder of said County.

(20) *Salt Lake Refining Company 44 kv Switchrack,* situated in North Salt Lake City, Salt Lake County, Utah.

(21) *Third West 44 kv Switchrack,* situated on Company's Old Public Service Property in Salt Lake City, Salt Lake County, Utah.

(22) *K. S. L. 12.5 kv Substation,* situated near Saltair, Salt Lake County, Utah.

(23) *Redwood Road 44 kv Switchrack and 44 kv Substation,* situated near 21st South Street (on former Utah Ordnance Plant property), in Salt Lake City, Salt Lake County, Utah.

(24) *Northwest 44 kv Substation,* situated on Utah Oil Refining Company property in North Salt Lake City, Salt Lake County, Utah.

(25) *Murray 44 kv Switchrack,* situated in Murray, Salt Lake County, Utah.

(26) *Sandy 12.5 kv Substation,* situated near Sandy, Salt Lake County, Utah.

(27) *Jordan Narrows 44 kv Substation and Switchrack,* situated near Midvale, Salt Lake County, Utah, together with the land upon which the substation and switchracks are located, being additional land acquired by deed dated Oct. 17, 1944 from Stella M. West, *et al.* and recorded Oct. 26, 1944 in Book 402, page 217 in the records of the County Recorder of said County.

(28) *Tooele City 44 kv Substation,* situated in Tooele City, Tooele County, Utah, together with the land upon which the substation is located, being land acquired Nov. 20, 1948, from Alice Isgren and recorded Dec. 6, 1948, in Book 4-D of Deeds, page 59 in the records of the County Recorder of said County.

(29) *Park City Junction 44 kv Sectionalizing Switchrack,* situated in Murdock-Mill Creek 44 kv Line near Park City, Summit County, Utah.

(30) *Pacific Bridge Company 44 kv Switchrack,* situated near Park City, Summit County, Utah.

(31) *Mapleton 44 kv Substation,* situated near Mapleton, Utah County, Utah.

(32) *Pacific States Cast Iron Pipe Company 44 kv Switchrack,* situated near Ironton, Utah County, Utah.

(33) *Thistle 44 kv Substation,* situated near Thistle, Utah County, Utah, together with the land upon which the substation is located, being land acquired by deed dated June 6, 1944, from Utah Railway Company and recorded July 8, 1944 in Book 412, pages 54-55 in the records of the County Recorder of said County.

(34) *Goshen, Utah, 44 kv Substation,* situated near Goshen, Utah County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Feb. 10, 1948, from David S. and Alice P. Powelson, and recorded March 24, 1948 in Book 498, page 241 in the records of the County Recorder of said County.

(35) *Springville 44 kv Switchrack,* situated near Springville, Utah County, Utah, together with the land upon which the switchrack is located, being land acquired by deed dated March 13, 1947 from Blair M. and Mamie Lou Sorensen and recorded April 19, 1947 in Book 473, pages 520-21 in the records of the County Recorder of said County.

(36) *Price 12.5 kv Substation,* situated in Price City, Carbon County, Utah.

(37) *Kyune 44 kv Substation,* situated near Helper, Carbon County, Utah.

(38) *Huntington 44 kv Substation,* situated near Huntington, Emery County, Utah, together with the land upon which the substation is located, being land acquired by deed dated May 3, 1946 from Severina Grosso and recorded May 9, 1946 in Book A-12 of Deeds, page 467 in the records of the County Recorder of said County.

(39) *Thermoid 44 kv Switchrack,* situated on Thermoid Western Co. property near Nephi, Juab County, Utah.

Wyoming Property

(40) *Wyuta 44 kv Substation,* on Section 17, T. 15 N., R. 121 W., 6th P. M., in Uinta County, Wyoming.

Also all other electric substations, switchyards and switchracks, owned by the Company, and all lands of the Company upon which the same are situated, and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any state or other lands public or private.

PARAGRAPH THREE

Transmission Lines.

The Electric Transmission Lines of the Company, including all towers, poles, pole lines, transformers, wires, switchracks, insulators and other appliances and equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across, or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private, including, but not limited to, the following property situated in the States of Idaho, Utah and Wyoming:

In the States of Idaho, Utah and Wyoming:

(1) *Lifton-Leefe Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Bear Lake County, Idaho, Rich County, Utah and Lincoln County, Wyoming, extending from the Company's Lifton Plant in a general southwesterly direction to the Customer's Substation at Leefe, near Sage, Lincoln County, Wyoming.

In the State of Idaho:

(2) *Goshen-Rigby Transmission Line,* a 44 kv, pin type insulator, single circuit, single pole type transmission line in Bingham and Bonneville Counties, Idaho, extending from the Company's Goshen Substation in a general northeasterly direction to the Company's Rigby Substation.

(3) *Roberts-Monteview Transmission Line,* a 44 kv, pin type insulator, single circuit, single pole transmission line in Jefferson County, Idaho, extending from the Company's Roberts Substation in a general northwesterly direction to the Company's Monteview Substation.

(4) *Montana-Idaho Lumber Company Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Madison County, Idaho, extending from a point in the Company's Menan-St. Anthony Transmission Line near Rexburg, Madison County, Idaho, in a general southeasterly direction to the Montana-Idaho Lumber Company's Substation near Rexburg.

(5) *San Francisco Chemical Company Tap,* a 44 kv pin type insulator, single circuit, single wood pole type transmission line, in Bear Lake County, Idaho, extending from a point in the Company's Grace-Lifton Transmission Line, O. S. L. R. R. Co. Tap, near Montpelier, Bear Lake County, Idaho, in a general southerly direction to the San Francisco Chemical Company's Substation in Montpelier.

In the State of Utah:

(6) *Terminal-Magna Transmission Lines,* a 120-kv suspension type insulator, single circuit, double wood pole "H" frame type and steel tower type (3.98 miles); a 120-kv, suspension type insulator, single circuit, Bates expanded steel tower type (3.98 miles) and a 120 kv suspension type insulator, double circuit, steel tower type (2.59 miles) transmission line in Salt Lake City and Salt Lake County, Utah, extending from the Company's Terminal Substation in a southwesterly direction to the Kennecott Copper Corporation Magna Central Station, near Magna, Salt Lake County, Utah.

(7) *Logan City Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line, in Cache County, Utah, extending from the Company's Logan Plant in a general westerly direction to Logan City Municipal Substation in Logan, Cache County, Utah.

(8) *Deweyville-Blue Creek Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Box Elder County, Utah, extending from the Company's Deweyville Substation in a general northwesterly direction to the Company's Blue Creek Substation.

(9) *Ogden Municipal Airport Tap,* a 44 kv pin type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from a point in the Company's Pioneer-Riverdale Transmission Line, Riverdale-Globe Mill Section, near Ogden, Weber County, Utah, in a general westerly direction to the Ogden Municipal Airport Substation, near Ogden.

(10) *Riverdale-Weber-Devils Slide Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Weber, Davis and Morgan Counties, Utah, extending from the Company's Riverdale Plant in a general easterly direction to the Company's Devils Slide Switchrack at the Ideal Cement Company's Plant, in Devils Slide, Morgan County, Utah.

(11) *Wasatch Oil Refining Company Transmision Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Davis County, Utah, extending from the Company's Wood Cross Substation in a northerly direction to the Customer's substation.

(12) *Jordan-Eleventh East Transmission Line,* a 44 kv pin type insulator, single circuit, single wood pole type transmission line in Salt Lake City, Salt Lake County, Utah, extending from the Company's Jordan Steam Electric Plant in a general southeasterly direction via the Company's Sixth South and McClelland Substations to and connecting with the Company's Salt Lake City Loop, Southeast-Northeast Substation Section.

(13) *Southwest Salt Lake City Industrial Area Transmission Line,* a 44 kv pin type insulator, single circuit, single wood pole type transmission line in Salt Lake City, Salt Lake County, Utah, extending from a point in the Company's Jordan-Eleventh East Line in a westerly and southerly direction to and connecting with the Company's Salt Lake City Loop, Jordan-Southeast Substation Section.

(14) *Southwest Salt Lake City Industrial Area Tie Line,* a 44 kv pin type insulator, single circuit, single wood pole type transmission line in Salt Lake City, Salt Lake County, Utah, extending from a point in the Company's Jordan-Eleventh East Line in a southerly direction

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to and connecting with the Company's Southwest Salt Lake City Industrial Area Line.

(15) *North Bench Substation Loop,* a 44 kv pin type insulator, single circuit, single wood pole type transmission line in Salt Lake City, Salt Lake County, Utah, extending from the Salt Lake City Loop, Northeast Substation-Jordan Steam Electric Plant Section, to the Company's North Bench Substation.

(16) *Terminal-Jordan No. 1 Transmission Line,* a 44 kv pin type insulator, single circuit, single wood pole type, transmission line in Salt Lake City, Salt Lake County, Utah, extending from Steel Tower No. 31 near Redwood Road, Salt Lake City, in a general easterly direction to the Company's Jordan Steam Electric Plant.

(17) *Utah Oil Refining Company Tap,* a 44 kv pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Pioneer-Jordan Transmission Line near Salt Lake City, Salt Lake County, Utah, in a general easterly direction to the Utah Oil Refining Company's Plant near Salt Lake City.

(18) *West Temple Substation Underground Transmission Line,* a 4 duct concrete embedded conduit for four 250,000 circular mills 44 kv cables extending from the Company's Third West Switchrack north to First South Street, east on First South Street to West Temple Street and south on West Temple Street to the Company's West Temple Substation in Salt Lake City, Salt Lake County, Utah.

(19) *Park Bridge Company Tap,* a 44 kv pin type insulator, single circuit, single wood pole type transmission line in Summit County, Utah, extending from a point in the Company's Murdock-Mill Creek 44 kv line, Park City Loop, in a northerly direction to the Customer's substation.

(20) *Park Bridge Company Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Summit County, Utah, extending from the Company's Park City Substation in a general northwesterly direction to the Customer's substation.

(21) *Olmsted-Park City-New Park Mining Company Tie Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line, extending from a point in the Olmsted-Park City 44 kv line near Park City, Summit County, Utah, in a general easterly and southerly direction to the New Park Mining Company 44 kv line in Wasatch County, Utah.

(22) *Tooele City Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Tooele County, Utah, extending from the Company's Tooele Substation near Tooele City to the Company's Substation in Tooele City.

(23) *Mapleton Rural Substation Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Utah County, Utah, extending from a point in the Company's Olmsted-Santaquin Transmission Line, near Provo, Utah County, Utah, in a general southeasterly direction to the Company's Mapleton Substation.

(24) *Lehi City Tap Lines,* two 44 kv, pin type insulator, single circuit, single wood pole type transmission lines in Utah County, Utah, extending from a point in the Company's Olmsted-Lehi-Jordan Narrows Line in a northerly direction and from a point in the Olmsted-American Fork Jordan Narrows Line in an easterly direction to Lehi City Municipal Substation in Lehi, Utah County, Utah.

(25) *Olmsted-Springville Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Utah County, Utah, extending from the Company's Olmsted Plant in a southerly direction to the Company's Mapleton Switchrack near Springville, Utah County, Utah.

(26) *Spanish Fork-Santaquin Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Utah County, Utah, extending from the Company's Illinois Powder Company switchrack in the Springville-Helper No. 2 transmission line in a general southwesterly direction to the Company's Santaquin Plant.

(27) *Santaquin-Mona Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Utah

and Juab Counties, Utah, extending from the Company's Santaquin Plant in a general southwesterly direction to connection with The Telluride Power Company's Transmission Line near Mona, Juab County, Utah.

(28) *Hiawatha-Huntington Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Carbon and Emery Counties, Utah, extending in a general southerly direction from the Company's Hiawatha Substation to the Company's Huntington Substation.

Also all extensions, branches and taps of said transmission lines or any of them; and all other transmission lines of the Company, and all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States or of any State, or other lands, public or private.

PARAGRAPH FOUR

Distribution Lines and Systems.

The Electric Distribution Lines and System of the Company, including all towers, poles, pole lines, wires, switchracks, transformers, insulators, underground conduits and ducts, meters and appurtenances, appliances, devices and equipment, and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States or of any State, or other lands, public or private, including, but not limited to, all of the Company's right, title and interest in and to:

The Electric distribution lines and systems of the Company as constructed and equipped in or near the communities, villages, towns, cities and counties enumerated in paragraph seven of this Fourth Supplemental Indenture. Also all Rural Electric distribution lines and systems of the Company in any of the Counties of Idaho, Utah and Wyoming enumerated in said paragraph seven.

Also all extensions, branches and taps of said distribution lines and systems; and all other distribution lines and systems of the company; and all lands owned by the Company upon which the same are situated; and all other property of the Company, real, personal, or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States or of any State, or other lands, public or private.

PARAGRAPH FIVE

Telephone Lines.

The Telephone Lines of the Company, including all poles, pole lines, wires, structures, insulators, hardware, ground wires, supports and other appliances and apparatus, and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal, or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights-of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any state, or other lands public or private.

Also all extensions, branches and taps of said telephone lines or any of them; and all other telephone lines of the Company, and all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, fran-

chises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private.

PARAGRAPH SIX

Federal Licenses and Rights of Way.

The licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest, by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, switchracks and other property forming a part thereof or appertaining thereto including, but not limited to, all of the Company's right, title and interest in and to the following Licenses and Permits which cover the use and occupancy of certain lands of the United States used in connection with the Company's plants and lines as indicated:

Electric Generating Plants

(1) Federal Power Commission License Project 1744-Utah—Weber Plant, issued May 14, 1948, expires June 30, 1970. Shown as Federal Power Commission application in First Supplemental Indenture dated as of January 1, 1945, Paragraph Six, item 2.

(2) Federal Power Commission Amendment of Plans Project 596-Utah—Olmsted Plant, issued August 12, 1948.

Transmission, Distribution and Telephone Lines

(3) Department of the Interior Grant Serial Salt Lake City 064692—American Fuel Company and Deer Creek Coal Company 11 kv Line, issued October 4, 1944, expires October 4, 1994.

(4) Department of the Interior Grant Serial Blackfoot 054864—Thomas Wagner Pump No. 3, 11 kv Line, issued August 8, 1945, expires August 8, 1995.

(5) Department of the Interior Grant Serial Blackfoot 054865—Owsley 11 kv Line, issued August 9, 1945, expires August 9, 1995.

(6) Department of the Interior Grant Serial Blackfoot 054850—Anaconda-Grace 161 kv Line, issued December 19, 1945, expires December 19, 1995. Shown as Federal Power Commission Application in the Mortgage, Paragraph Six, item 17. See item 23 of the Mortgage for that portion of the line over Fort Hall Indian Reservation.

(7) Department of the Interior Grant Serial Salt Lake City 064828—Price 44 kv Tap, issued March 24, 1945, expires March 24, 1995.

(8) Department of the Interior Grant Serial Salt Lake City 064827—Carbon County Airport 6600 volt Line, issued March 24, 1945, expires March 24, 1995.

(9) Department of the Interior Grant Serial Evanston 022113—Myers Land and Livestock Company 6600 volt Line, issued December 19, 1945, expires December 19, 1995.

(10) Department of the Interior Grant Serial Blackfoot 054966, Hamer-Dubois (Dubois Tap) 44 kv Line, issued May 17, 1946, expires May 17, 1996.

(11) Department of the Interior Grant Serial Blackfoot 054968, St. Anthony-Arco 44 kv Line, issued May 14, 1946, expires May 14, 1996.

(12) Department of the Interior Grant Serial Blackfoot 055143—Geneva-Raymond-Alton-Pegram 7200 volt Line, issued November 27, 1946, expires November 27, 1996.

(13) Department of the Interior Grant Serial Blackfoot 055218—Alexander-Talmage 7200 volt Line, issued October 16, 1946, expires October 16, 1996.

(14) Department of the Interior Grant Serial Blackfoot 055264—Collins Blakely 7200 volt Line, issued November 13, 1946, expires November 13, 1996.

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(15) Department of the Interior Grant Serial Blackfoot 054967—U. S. Camas Migratory Waterfowl Refuge 6600 volt Line, issued May 14, 1946, expires May 14, 1996.

(16) Department of the Interior Grant Serial Salt Lake City 065862—Coal Creek 12.5 kv Line, issued October 23, 1947, expires October 23, 1997.

(17) Department of the Interior Grant Serial Salt Lake City 066072—Rowberry 12.5 kv Line, issued October 28, 1947, expires October 28, 1997.

(18) Department of the Interior Grant Serial Blackfoot 055536, Goshen-Rigby 44 kv Line, issued October 29, 1947, expires October 29, 1997.

(19) Department of the Interior Grant Serial Salt Lake City 065201—Dry Fork 7200 volt Line, issued August 19, 1947, expires August 19, 1997.

(20) Department of the Interior Grant Serial Blackfoot 055219—Chesterfield 7200 volt Line, issued June 10, 1947, expires June 10, 1997.

(21) Department of the Interior Grant Serial Blackfoot 055571—Elmer Crump 7200 volt Line, issued August 19, 1947, expires August 19, 1997.

(22) Department of the Interior Grant Serial Evanston 023820—Heward and Brown 7200 volt Line, issued August 19, 1947, expires August 19, 1997.

(23) Department of the Interior Grant Serial Salt Lake City 066371—Link Canyon 12.5 kv Line, issued January 15, 1948, expires January 15, 1998.

(24) Department of the Interior Grant Serial Salt Lake City 065940—Pacific Bridge Company 44 kv Line, issued May 11, 1948, expires May 11, 1998.

(25) Department of the Interior Grant Serial Salt Lake City 065157 —Mill Fork Coal Company 12,500 volt Line, issued June 17, 1948, expires June 17, 1998.

(26) Department of the Interior Grant Serial Salt Lake City 065716 —Miller Creek 7200 volt Line, issued February 17, 1948, expires February 17, 1998.

(27) Department of the Interior Grant Serial B-055481, S. L. C.—066159—Blue Creek-Snowville-Holbrook 7200 volt Line, issued May 11, 1948, expires May 11, 1998.

(28) The following lines included by application to the Interior Department:

Roberts-Monteview 44 kv Line—B-055819
Thomas Wagoner Pump No. 4 12.5 kv Line—B-056273
Bruce Rising Pump 12.5 kv Line—B-056373
Lifton-Leefe 44 kv Line—B-056238
S. L. C.—069022
E-024772
Medicine Lodge Creek 7200 volt Line—B-055695
Knight Landing Field Beacon 7200 volt Line—E-024474
Aspen Tunnel 12.5 kv Line—E-024065
Riverdale-Weber-Devils Slide 44 kv Line—S. L. C.—067839
S. L. C.—068727
U. S. Bear River Migratory Bird Refuge 7200 volt Line—S. L. C. 070260
Cooperative Security Corp. Deseret Coal Mine 12.5 kv Line—S. L. C. 069896
Carbon County Railway Co. 12.5 kv Line—S. L. C. 069832
Richards and Hanson Coal Company, et al. 12.5 kv. Line—S. L. C. 066254
Hiawatha-Huntington 44 kv Line—S. L. C.—065891
Santaquin-Mona 44 kv Line—S. L. C.—068361

(29) Department of Agriculture—Forest Service Grant Serial 5-24-44—Alta Winter Sports Area 11 kv Line, issued July 21, 1944. expires July 21, 1994.

ways, roads, public grounds and rights-of-way, and all rights incident thereto which have been granted to the Company or its predecessors by the governing bodies of the respective villages, towns, cities and counties in the states of Utah, Idaho and Wyoming as follows:

Municipal Franchises.

Note: G. E. S.—General Electric Service
Tr. Line—Transmission Lines only

UTAH

Name	Town or City	Service	Expiration
Bothwell	Town	G. E. S.	Dec. 31, 1998
Centerville	"	"	Apr. 1, 1971
Deweyville	"	"	Aug. 2, 1969
East Layton	"	"	Aug. 2, 1995
Francis	"	"	Feb. 4, 1996
Genola	"	"	July 6, 1995
Goshen	"	"	Dec. 26, 1995
Howell	"	"	July 26, 1980
Lehi City	3rd Class	Tr. Line	June 12, 1956
Morgan	3rd Class	Tr. Line (Designated route)	Jan. 26, 1998
Murray	2nd Class	G. E. S.	Feb. 1, 1956
Nibley	Town	"	Aug. 1, 1995
North Logan	"	"	March 1, 1996
River Heights	"	"	March 1, 1997
Snowville	"	"	July 3, 1975
West Jordan	"	"	April 19, 1960
Woods Cross	"	"	March 13, 1971

County Franchises.

UTAH

Name	Service	Expiration
Sanpete	G. E. S. (Designated Area)	Apr. 3, 1995
Sevier	G. E. S. (Designated Area)	May 20, 1996

	IDAHO	
Teton	G. E. S. (Designated Area)	Indeterminate
	WYOMING	
Lincoln	G. E. S. (Designated Area)	March 6, 1995

Also all other franchises, certificates, licenses, privileges, permits, grants and consents owned by the Company covering the construction, maintenance and operation of transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights-of-way, and all rights incident thereto.

PARAGRAPH EIGHT

Bear Lake Reservoir.

The Bear Lake Reservoir of the Company, situated in Bear Lake County, Idaho and Rich County, Utah, including the reservoir situated at and upon Mud (North) Lake and Bear Lake; the Dingle Inlet Canal, situated in Sections 7, 17 and 18, T. 14 S., R. 45 E., and Sections 12, 13, 14 and 15, T. 14 S., R. 44 E.; the Stewart Dam and Rainbow Inlet Canal, situated in Sections 34 and 35, T. 13 S., R. 44 E., and Sections 3, 10 and 15, T. 14 S., R. 44 E.; the Outlet Canal, situated in Sections 6, 7, 18, 19, 30 and 31, T. 14 S., R. 44 E., Section 12, T. 13 S., R. 43 E. and Section 6, T. 14 S., R. 44 E. and the Causeway situated in Sections 13, 14, 15, 16, 17, 18 and 24, T. 15 S., R. 44 E., B. B. & M.; the Lifton Pumping Plant located on the Causeway; the physical works, buildings, pumps, pipe lines, machinery and other property used in connection with or appurtenant to said reservoir, canals and pumping plant; and all the lands of the Company upon which the same are situated and all the Company's grants, easements, rights of way, permits, privileges, licenses for or relating to the construction, maintenance and operation of said reservoir, canals, pumping plant or any part thereof, in, to, upon or over the public lands of the United States or of the States of Idaho and Utah,

or other lands, public or private, including, but not limited to all such lands, water rights and other property acquired for or in connection with said reservoir by and under the following deed, recorded in the records of the County Recorder of Bear Lake County, Idaho, which is hereby referred to for more particular descriptions of said lands and rights:

(b) Additional Lands:

Outlet Canal:

1. Abandoned Paris Branch railroad right of way, a tract of land in Section 7, T. 13 S., R. 44 E., B. B. & M., containing 2.69 acres, more or less, being land acquired by deed dated Oct. 10, 1944 from Union Pacific Railroad Company and recorded Nov. 15, 1944 in Book 39 of Deeds, page 244 in the records of the County Recorder of Bear Lake County, Idaho.

PARAGRAPH NINE

Steam Heat Property.

The Steam Heating Property of the Company, including all buildings, boilers, coal handling machinery and equipment, tunnels, steam mains, pipe lines, meters and other equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto, together with all of the Company's easements, licenses, rights of-way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof.

PARAGRAPH TEN

Miscellaneous Property.

All Miscellaneous Land and rights and interests in lands of the Company, including but not limited to, all such property acquired by and under the following deeds, recorded in the records of the County Recorders of the Counties in which said properties are located, which are

hereby referred to for more particular descriptions of said lands and rights:

Improved—(Utah)

(1) *Smithfield Pole Yard,* situated in Smithfield, Cache County, Utah, together with the land upon which the pole yard is located, being land acquired by deed dated Feb. 16, 1945 from the Amalgamated Sugar Company and recorded March 21, 1945 in Book 81 of Deeds, page 359.

(2) *Ogden Division Service Department,* situated in Ogden, Weber County, Utah, together with the land upon which the buildings are located, being land acquired by deed dated Aug. 26, 1944 from H. C. Brown and recorded Aug. 28, 1944 in Book 196 of Deeds, page 568, deed dated Oct. 26, 1944 from H. C. Brown, Thomas H. and Gladys A. Weir, Margaret Helen Ansler, and Earl C. and Emeline O. Wade and recorded Nov. 20, 1944 in Book 201 of Deeds, page 574 in the records of the County Recorder of said County.

Unimproved—(Utah)

(3) *Ogden Division Office Site,* situated in Ogden, Weber County, Utah, being land acquired by deed dated Sept. 25, 1945 from Henry B. and Margaret E. Dance and recorded Sept. 25, 1945 in Book 216 of Deeds, page 446 and deed dated Sept. 25, 1945 from George G. and Marion T. Williams and recorded Sept. 26, 1945 in Book 216 of Deeds, page 461 in the records of the County Recorder of said County.

(4) *Central Warehouse Site,* situated in Salt Lake City, Salt Lake County, Utah, being land acquired April 21, 1948 from Rio Grande Land Company and The Salt Lake City Union Depot and Railroad Company and recorded May 29, 1948 in Book 612, page 566 and 570 in the records of the County Recorder of said County.

(5) *Airport Land, additional,* situated in Salt Lake City, Salt Lake County, Utah, being land acquired Dec. 11, 1945 from Salt Lake City Municipal Corporation and recorded June 3, 1946 in Book 477, page 539 in the records of the County Recorder of said County.

PARAGRAPH ELEVEN

Also all other franchises, privileges, permits, grants and consents owned or hereafter acquired by the Company for the construction, operation and maintenance of electric, gas or other utility systems in, on or under streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto.

All other property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture (except any herein or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture or in said Third Supplemental Indenture expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam

heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture or in said Third Supplemental Indenture expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture or in said Third Supplemental Indenture described.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture or in said Third Supplemental Indenture expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the Lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned,

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transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Fourth Supplemental Indenture and from the Lien and operation of the Mortgage, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the Lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos

and covenants as are set forth in the Mortgage, as supplemented, this Fourth Supplemental Indenture being supplemental thereto.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Arthur E. Burke, as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Fourth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "3% Series due 1979" (herein sometimes referred to as the "Fourth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Fourth Series shall mature on May 1, 1979, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, as to either coupon bonds or fully registered bonds, in

the denomination of One Hundred Dollars or in any multiple or multiples thereof (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of three per centum (3%) per annum, payable semi-annually on November 1 and May 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Fourth Series shall be dated as of May 1, 1949, and fully registered bonds of the Fourth Series shall be dated as in Section of the Mortgage provided.

(I) Bonds of the Fourth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for redemption, unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending April 30,

1950	104.25%	1955	103.52%	1960	102.79%
1951	104.11%	1956	103.38%	1961	102.64%
1952	103.96%	1957	103.23%	1962	102.50%
1953	103.82%	1958	103.08%	1963	102.35%
1954	103.67%	1959	102.94%	1964	102.20%

1965	102.06%	1970	101.32%	1975	100.59%
1966	101.91%	1971	101.18%	1976	100.44%
1967	101.76%	1972	101.03%	1977	100.30%
1968	101.62%	1973	100.88%	1978	100.15%
1969	101.47%	1974	100.74%	1979	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Fourth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture); provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 2 hereof if in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions

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of Section 74 of the Mortgage or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during 12 months period ending April 30,

1950	101.35%	1960	100.95%	1970	100.55%
1951	101.33%	1961	100.92%	1971	100.50%
1952	101.30%	1962	100.88%	1972	100.45%
1953	101.27%	1963	100.84%	1973	100.40%
1954	101.24%	1964	100.80%	1974	100.35%
1955	101.21%	1965	100.76%	1975	100.30%
1956	101.18%	1966	100.72%	1976	100.24%
1957	101.15%	1967	100.68%	1977	100.18%
1958	101.12%	1968	100.64%	1978	100.13%
1959	100.99%	1969	100.59%	1979	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Fourth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Fourth Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer whenever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Fourth Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Fourth Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

Upon the delivery of this Fourth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, there shall be an initial issue of bonds of the Fourth Series for the aggregate principal amount of Three Million Dollars ($3,000,000).

ARTICLE II.

Sinking or Improvement Fund for Bonds of the Fourth Series.

SECTION 2. The Company covenants that, so long as any of the bonds of the Fourth Series shall remain Outstanding, it will, on or before May 1, 1958, and on or before May 1 of each year thereafter, to and including the year 1977, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state:

(a) the greatest principal amount of all bonds of the Fourth Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Fourth Series retired prior to the date of such Officers' Certificate (i) with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or (ii) pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or (iii) pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Fourth Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of subdivision (4) of Section 69 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash (i) representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property or (ii) received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one and one-half per centum (1½%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Fourth Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Fourth Series equivalent to the amount stated in the Officers' Certificate (due on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Fourth Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Fourth Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be

from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 71 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Fourth Series shall be made the basis of the withdrawal of cash deposited under this Section and, provided further that no bonds of any series other than the Fourth Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Fourth Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (3), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Fourth Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which

have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Fourth Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture or Section 2 of the Third Supplemental Indenture, shall be deemed to be Funded Cash;

(II) 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 Section 3 of the Second Supplemental Indenture and any bonds of the Third Series delivered to the Corporate Trustee pursuant to the provisions of Section 2 of the Third Supplemental Indenture and any Bonds of the Fourth 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture or Section 2 of the Third Supplemental Indenture, on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3 of the Second Supplemental Indenture or of said Section 2 of the Third Supplemental Indenture, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

Any bonds issued under the Mortgage, delivered to, deposited with or purchased or redeemed by, the Corporate Trustee pursuant to the

provisions of this Section, shall forthwith be canceled by the Corporate Trustee.

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Fourth Series purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Dividend Covenant.

SECTION 3. So long as any bonds of the Fourth Series shall remain Outstanding, as defined in Section 2 of the Mortgage, clause (8) of subsection (1) of Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

Subsection (III) of Section 39 of the Mortgage, as amended by Section 4 of the Second Supplemental Indenture and by Section 3 of the Third Supplemental Indenture, is hereby further amended by adding the words "or Fourth Series" after the words "Third Series" in the first paragraph of said Subsection (III), as amended.

ARTICLE IV.

Waiver of Certain Rights.

SECTION 4. So long as any of the bonds of the Fourth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any rights which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of the Third Supplemental Indenture or Section 2 of this Fourth Supplemental Indenture or to any other credit under the Mortgage or under the Second Supplemental Indenture or under the Third Supplemental Indenture or under this Fourth Supplemental Indenture.

SECTION 5. So long as any of the bonds of the Fourth Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right (which right has heretofore in the Second Supplemental Indenture and the Third Supplemental Indenture been so surrendered and waived so long as any bonds of the Second Series and of the Third Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or fair value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release

of property under any of the provisions of the Mortgage or of the Second Supplemental Indenture or of the Third Supplemental Indenture or of this Fourth Supplemental Indenture, on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 of the Second Supplemental Indenture or Section 2 of the Third Supplemental Indenture or under Section 2 of this Fourth Supplemental Indenture.

ARTICLE V.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Fourth Supplemental Indenture, the terms defined in the Mortgage, the Second Supplemental Indenture and the Third Supplemental Indenture shall, for all purposes of this Fourth Supplemental Indenture, have the meanings specified in the Mortgage, the Second Supplemental Indenture and the Third Supplemental Indenture.

SECTION 7. So long as any bonds of the Fourth Series remain Outstanding, as defined in Section 2 of the Mortgage, the covenant in subsection (II) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 8. Section 65 of the Mortgage, as heretofore amended by the Second Supplemental Indenture and by the Third Supplemental Indenture, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Fourth Supplemental Indenture dated as of May 1, 1949", after the date "April 1, 1948".

SECTION 9. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage and in the First Supplemental Indenture and in the Second Supplemental Indenture and in the Third Supplemental Indenture set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Fourth Supplemental Indenture with 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 Fourth Supplemental Indenture.

SECTION 10. Whenever in this Fourth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Fourth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 11. Nothing in this Fourth 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 Fourth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Fourth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 12. This Fourth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents, and its corporate seal to be attested by one of its Assistant Secretaries, and Arthur E. Burke, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By .....
President.

Attest:

.....
Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,
As Corporate Trustee,

By .....
Vice-President.

Attest:

.....
Assistant Secretary.

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

.....(L. S.)
As Co-Trustee.

Executed, sealed and delivered by ARTHUR E. BURKE in the presence of:

.....

.....

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STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 5th day of May, 1949, before me, ALICE M. POWELL, a Notary Public in and for the State of New York, County of New York, personally appeared G. M. GADSBY and GEO. R. COREY to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the President and Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said G. M. GADSBY resides in Salt Lake City, Utah, and the said GEO. R. COREY resides in Salt Lake City, Utah; that they are the President and Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Alice M. Powell

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41 [illegible]500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office-Queens, N. Y. & Kings
Commission Expires March 30, 1951

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 5th day of May, 1949, before me, WM. J. BURNHAM, a Notary Public in and for the State of New York, County of New York, personally appeared E. L. BRICKHOUSE and J. C. BUTTERY, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said E. L. Brickhouse resides at 35-41 80th Street, in Jackson Heights, N. Y.; and the said J. C. Buttery resides at 314 E. 41st Street in New York, N. Y.; that they are a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 5th day of May, 1949, before me, WM. J. BURNHAM, a notary public in and for the State of New York, County of New York, personally appeared ARTHUR E. BURKE, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

G. M. GALSBY, being duly sworn, deposes and says that he is the President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me,
the 5th day of May, 1949.

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 3145500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office Queens, N. Y. & Kings
Commission Expires March 30, 1951

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

E. L. BRICKHOUSE, being duly sworn, deposes and says that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

E. L. Brickhouse

Subscribed and sworn to before me, }
the 5th day of May, 1949. }

WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

ARTHUR E. BURKE, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Arthur E. Burke

Subscribed and sworn to before me, }
the 5th day of May, 1949 }

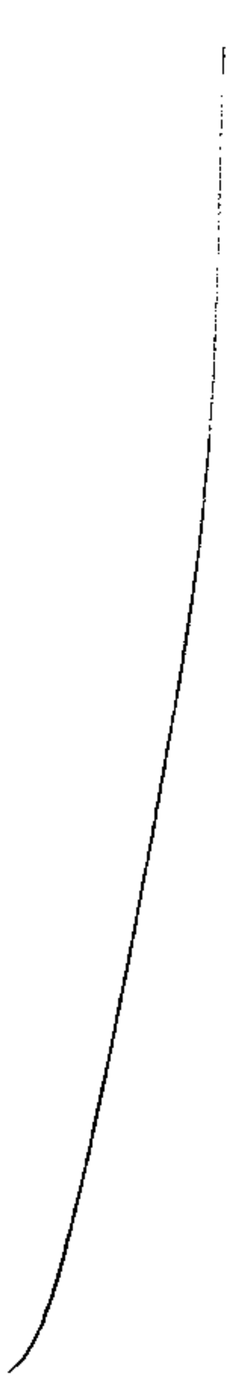
WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

[redacted]

[redacted]

[redacted]

[redacted] [redacted] [redacted]



[redacted] [redacted]

STATE OF WYOMING
FI[redacted]
AT 10:00 A.M.
JAN 05 1982
188333
THYRA THOMSON
SECRETARY OF STATE

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

ARTHUR E. BURKE,

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Fifth Supplemental Indenture

Dated as of October 1, 1949

191426

RE[illegible] June 21 [illegible] 82 8:00 AM
IN[illegible] 36 Mtg [illegible] PA[illegible] 307
FE[illegible] 6.25 Jane J Yake [illegible] CLERK
GOSHEN COUNTY CLERK [illegible]

FIFTH SUPPLEMENTAL INDENTURE.

INDENTURE, dated as of the first day of October, 1949, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and ARTHUR E. BURKE, whose post office address is 565 Park Avenue, New York, New York (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Fifth Supplemental Indenture) being supplemental thereto;

WHEREAS, under the Mortgage, the Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Company and all such property (except as aforesaid) thereafter acquired by the Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado, which counties include or will include all counties in which this Fifth Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage and to make subject to the Lien of the Mortgage any property there-

after acquired and intended to be subject to the Lien thereof and for such purpose and in order to confirm the lien of the Mortgage on certain after-acquired property the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called the First Supplemental Indenture), which was recorded in various counties in the State of Utah; and

WHEREAS, in addition to the property described in the Mortgage and in said First Supplemental Indenture, the Company acquired certain other property, rights and interests in property, and, in order to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be made subject to the Lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called the Second Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Second Supplemental Indenture was recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and in said First Supplemental Indenture and in said Second Supplemental Indenture, the Company acquired certain other property, rights and interests in property, and, in order to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be made subject to the Lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Third Supplemental Indenture, dated as of April 1, 1948 (hereinafter called the Third Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Third Supplemental Indenture was recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and in said First Supplemental Indenture and in said Second Supplemental Indenture and in said Third Supplemental Indenture, the Company acquired certain other property, rights and interests in property, and, in order to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be made subject to the Lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Fourth Supplemental Indenture, dated as of May 1, 1949 (hereinafter called the Fourth Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Fourth Supplemental Indenture was recorded in counties in the States of Utah, Idaho, Wyoming and Colorado, as follows:

STATE OF UTAH

County	Date Recorded	Book	Page	Filed as Chattel — Date	Filed as Chattel — Book
Box Elder	5-24-49	66 of Mtgs.	449	5-24-49	13 of C. M. Index
Cache	5-11-49	109 of Mtgs.	535-548	5-11-49	7 of C. M. Index
Carbon	5-28-49	13 of Mtgs.	505	5-28-49	10 of Chat. Mtg.
Davis	5-20-49	3 of Official Records	149-176	5-20-49	4 of C. M. Index
Emery	5-11-49	F-15 of Mtgs.	77-90	5-12-49	Index
Grand	5-11-49	6-F of Mtgs.	157-170	5-11-49	1 of C. M. Index
Juab	5-17-49	140 of Records	115	5-17-49	C. M. Index
Morgan	5-19-49	B-9 of Mtgs.	251-278	5-19-49	2 of C. M. Index
Rich	5-12-49	U of Mtgs.	601-614	5-12-49	E of C. M. Index
Salt Lake	5-17-49	679 of Mtgs.	245	5-17-49	C. M. Index
Sanpete	5-19-49	91 of Mtgs.	200	5-19-49	9 of C. M. Index
Sevier	5-23-49	E of Mtgs.	666-679	5-23-49	B of C. M. Index
Summit	5-12-49	18 of Mtgs.	278	5-12-49	C. M. Index
Tooele	6-15-49	V of Mtgs.	79-92	6-15-49	C. M. Index
Uintah	5-19-49	28 of Mtgs.	465A-479A	5-19-49	4 of C. M. Index
Utah	5-18-49	529 of Mtgs.	261-293	5-18-49	Filing
Wasatch	5-17-49	20 of Mtgs.	236-250	5-17-49	C. M. Index
Weber	5-20-49	313 of Records	50	5-20-49	5 of C. M. Index

County	Date Recorded	Book	Page	Filed as Chattel Date	Filed as Chattel Book
STATE OF IDAHO					
Bannock	5-11-49	84 of Mtgs.	91-104	5-11-49	18 of C. M. Index Sec. U
Bear Lake	5-11-49	20 of Mtgs.	437-450	5-11-49	D of C. M. Index
Bingham	5-18-49	77 of Mtgs.	332-A	5-18-49	S of C. M. Index
Bonneville	5-11-49	59 of Mtgs.	493	5-11-49	12 of C. M. Index
Butte	5-11-49	9 of Mtgs.	641-654	5-11-49	3 of C. M. Index p. U-1
Caribou	5-11-49	10 of Mtgs.	219	5-11-49	2 of C. M. Index
Clark	5-18-49	6 of Mtgs.	427	5-18-49	2 of C. M. Index
Franklin	5-11-49	49 of Mtgs.	547-560	5-11-49	6 of C. M. Index
Fremont	5-26-49	43 of Mtgs.	633-646	5-26-49	TZ of C. M. Index
Jefferson	5-18-49	150 of Mtgs.	1-	5-18-49	137 of C. M. Index pg. U
Madison	5-11-49	164 of Mtgs.	645-657	5-11-49	163 of C. M. Index pg. UA-1
Oneida	5-11-49	20 of Mtgs.	33-46	5-11-49	J of C. M. Index pg. 203
Power	5-17-49	81 of Mtgs.	621-634	5-17-49	10 of C. M. Index
Teton	5-14-49	75 of Mtgs.	319-332	5-14-49	C. M. Index
STATE OF WYOMING					
Lincoln	5-16-49	25 of Mtgs.	79-92	5-16-49	5 of C. M. Index
Uinta	5-16-49	174 of Mtgs.	1B-53B	5-16-49	163 of C. M. Index

STATE OF COLORADO

County	Recorded	Page
Delta	5-17-49	387
Dolores	5-20-49	292A
Gunnison	5-18-49	421
LaPlata	5-18-49	161
Montrose	5-18-49	500
Ouray	5-18-49	458
San Juan	5-18-49	527
San Miguel	5-18-49	235

WHEREAS, in addition to the property described in the Mortgage, said First Supplemental Indenture, said Second Supplemental Indenture, said Third Supplemental Indenture and said Fourth Supplemental Indenture, 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 series entitled and designated First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the bonds of the First Series), in the aggregate principal amount of

Forty-two Million Dollars ($42,000,000), none of which are now Outstanding; and

WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage and of the Second Supplemental Indenture, bonds of a series entitled and designated First Mortgage Bonds, 2¾% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Thirty-two Million Dollars ($32,000,000), all of which are now Outstanding; and

WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage and the Third Supplemental Indenture, bonds of a series entitled and designated First Mortgage Bonds, 3⅛% Series due 1978 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding; and

WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage and the Fourth Supplemental Indenture, bonds of a series entitled and designated First Mortgage Bonds, 3% Series due 1979 (hereinafter called the bonds of the Fourth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than said Fifth Series, by an instrument in writing executed and acknowledged by 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 at the time subject to the lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create new series of bonds and to add to its covenants and agreements contained in the Mortgage, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture, 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, the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture; and

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

NOW THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One

Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Guaranty Trust Company of New York and Arthur E. Burke, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture (except any herein or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture or in said Third Supplemental Indenture or in said Fourth Supplemental Indenture expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street

lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and connections, poles and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture or in said Third Supplemental Indenture or in said Fourth Supplemental Indenture expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture or in said Third Supplemental Indenture or in said Fourth Supplemental Indenture described.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section

67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is hereby agreed by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage or in said First Supplemental Indenture or in said Second Supplemental Indenture or in said Third Supplemental Indenture or in said Fourth Supplemental Indenture expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the Lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Fifth Supplemental Indenture and from the Lien and operation of the Mortgage, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the Lien of the Mortgage; (4) electric energy, gas, and other materials

or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Fifth Supplemental Indenture being supplemental thereto.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Arthur E. Burke, as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Fifth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "2⅞% Series due October 1, 1979" (herein sometimes referred to as the "Fifth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Fifth Series shall mature on October 1, 1979, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, as to either coupon bonds or fully registered bonds, in the denomination of One Hundred Dollars or in any multiple or multiples thereof (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of two and seven-eighths per centum (2⅞%) per annum, payable semi-annually on April 1 and October 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Fifth Series shall be dated as of October 1, 1949, and fully registered bonds of the Fifth Series shall be dated as in Section 10 of the Mortgage provided.

(1) Bonds of the Fifth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mort-

gage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for redemption, unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending September 30,

1950	105.50%	1960	103.61%	1970	101.71%
1951	105.32%	1961	103.42%	1971	101.52%
1952	105.13%	1962	103.23%	1972	101.33%
1953	104.94%	1963	103.04%	1973	101.14%
1954	104.75%	1964	102.85%	1974	100.95%
1955	104.56%	1965	102.66%	1975	100.76%
1956	104.37%	1966	102.47%	1976	100.57%
1957	104.18%	1967	102.28%	1977	100.38%
1958	103.99%	1968	102.09%	1978	100.24%
1959	103.80%	1969	101.90%	1979	100.00%

in each case together with accrued interest to the date fixed for redemption.

(II) Bonds of the Fifth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture);

provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 2 hereof if in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during 12 months period ending September 30,

1950.....102.50%	1960.....101.89%	1970.....101.07%
1951.....102.45%	1961.....101.81%	1971.....100.98%
1952.....102.39%	1962.....101.74%	1972.....100.88%
1953.....102.34%	1963.....101.67%	1973.....100.78%
1954.....102.28%	1964.....101.59%	1974.....100.68%
1955.....102.22%	1965.....101.51%	1975.....100.58%
1956.....102.15%	1966.....101.43%	1976.....100.47%
1957.....102.09%	1967.....101.34%	1977.....100.36%
1958.....102.02%	1968.....101.25%	1978.....100.24%
1959.....101.96%	1969.....101.17%	1979.....100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Fifth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Fifth Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer whenever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Fifth Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by duly authorized attorney and similarly noted on such bond; but subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond

may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Fifth Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

Upon the delivery of this Fifth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, there shall be an initial issue of bonds of the Fifth Series for the aggregate principal amount of Three Million Dollars ($3,000,000).

ARTICLE II.

Sinking or Improvement Fund for Bonds of the Fifth Series.

SECTION 2. The Company covenants that, so long as any of the bonds of the Fifth Series shall remain Outstanding, it will, on or before May 1, 1958, and on or before May 1 of each year thereafter, to and including the year 1977, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state:

(a) the greatest principal amount of all bonds of the Fifth Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Fifth Series retired prior to the date of such Officers' Certificate (i) with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or (ii) pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or (iii) pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Fifth Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of subdivision (4) of Section 69 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash (i) representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property or (ii) received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one and one-half per centum (1½%) of the amount stated pursuant to clause (d) above; and

(f) the aggregate principal amount of bonds (or fraction of a bond) to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Fifth Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of such credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Fifth Series equivalent to the amount stated in the Officers' Certificate (due on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Fifth Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Fifth Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 71 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Fifth Series shall be made the basis of the withdrawal of cash deposited under this Section and, provided further that no bonds of any series other than the Fifth Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Fifth Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any

earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Fifth Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Fifth Series remain Outstanding, as defined in Section 2 of the Mortgage:

(1) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture or Section 2 of the Third Supplemental Indenture or Section 2 of the Fourth Supplemental Indenture, shall be deemed to be Funded Cash;

(11) 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 Section 3 of the Second Supplemental Indenture and any bonds of the Third Series delivered to the Corporate Trustee pursuant to the provisions of Section 2 of the Third Supplemental Indenture and any Bonds of the Fourth Series delivered to the Corporate Trustee pursuant to the provisions of Section 2 of the Fourth Supplemental Indenture and any bonds of the Fifth 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture or Section 2 of the Third Supplemental Indenture or Section 2 of the Fourth Supplemental Indenture, on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3 of the Second Supplemental Indenture or of said Section 2 of the Third Supplemental Indenture or of said Section 2 of the Fourth Supplemental Indenture, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Fifth Series purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of

all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Dividend Covenant.

SECTION 3. So long as any bonds of the Fifth Series shall remain Outstanding as defined in Section 2 of the Mortgage, clause (8) of subsection (I) of Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

Subsection (III) of Section 39 of the Mortgage, as amended by Section 4 of the Second Supplemental Indenture, Section 3 of the Third Supplemental Indenture and by Section 3 of the Fourth Supplemental Indenture, is hereby further amended by adding the words "or Fifth Series" after the words "Fourth Series" in the first paragraph of said Subsection (III), as amended.

ARTICLE IV.

Waiver of Certain Rights.

SECTION 4. So long as any of the bonds of the Fifth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the

First Series, including the surrender and waiver of any rights which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of the Third Supplemental Indenture or Section 2 of the Fourth Supplemental Indenture or Section 2 of this Fifth Supplemental Indenture or to any other credit under the Mortgage or under the Second Supplemental Indenture or under the Third Supplemental Indenture or under the Fourth Supplemental Indenture or under this Fifth Supplemental Indenture.

SECTION 5. So long as any of the bonds of the Fifth Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right (which right has heretofore in the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture been so surrendered and waived so long as any bonds of the Second Series, the Third Series and the Fourth Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or fair value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under any of the provisions of the Mortgage or of the Second Supplemental Indenture or of the Third Supplemental Indenture or of the Fourth Supplemental Indenture or of this Fifth Supplemental Indenture, on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 of the Second Supplemental Indenture or under Section 2 of the Third Supplemental Indenture or under Section 2 of the Fourth Supplemental Indenture or under Section 2 of this Fifth Supplemental Indenture.

ARTICLE V.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Fifth Supplemental Indenture, the terms defined in the Mortgage, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture shall, for all purposes of this Fifth Supplemental Indenture, have the meanings specified in the Mortgage, the Second Supplemental Indenture, the Third Supplemental Indenture and the Fourth Supplemental Indenture.

SECTION 7. So long as any bonds of the Fifth Series remain Outstanding as defined in Section 2 of the Mortgage, the covenant in subsection (11) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 8. Section 65 of the Mortgage, as heretofore amended by the Second Supplemental Indenture, by the Third Supplemental Indenture and by the Fourth Supplemental Indenture, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Fifth Supplemental Indenture dated as of October 1, 1949", after the date "May 1, 1949".

SECTION 9. The Trustees hereby accept the trust herein declared, provided, altered or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage and in the First Supplemental Indenture and in the Second Supplemental Indenture and in the Third Supplemental Indenture and in the Fourth Supplemental Indenture set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fifth Supple-

mental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Fifth Supplemental Indenture with 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 Fifth Supplemental Indenture.

SECTION 10. Whenever in this Fifth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Fifth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 11. Nothing in this Fifth 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 Fifth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Fifth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 12. This Fifth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents, and its corporate seal to be attested by one of its Assistant Secretaries, and Arthur E. Burke, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By .....

President.

Attest:

.....

Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

[redacted]

GUARANTY TRUST COMPANY OF NEW YORK,
As Corporate Trustee,

By .....
Vice-President.

Attest:

.....
Assistant Secretary.

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

.....(L. S.)
As Co-Trustee.

Executed, sealed and delivered by ARTHUR E. BURKE in the presence of:

.....

.....

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 13th day of October, 1949, before me, ALICE M. POWELL, a Notary Public in and for the State of New York, County of New York, personally appeared G. M. GADSBY and GEO. R. COREY to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the President and Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said G. M. GADSBY resides in Salt Lake City, Utah, and the said GEO. R. COREY resides in Salt Lake City, Utah; that they are the President and Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation; and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Alice M. Powell

ALICE M. POWELL
Notary Public State of New York
Qualified in Queens County
No. 03145500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office-Queens, N. Y. & Kings
Commission Expires March 30, 1951

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 13th day of October, 1949, before me, WM. J. BURNHAM, a Notary Public in and for the State of New York, County of New York, personally appeared E. L. BRICKHOUSE and J. C. BUTTERY, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said E. L. Brickhouse resides at 35-41 80th Street, in Jackson Heights, N. Y.; and the said J. C. Buttery resides at 314 E. 41st Street in New York, N. Y.; that they are a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further ackowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

.....

WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 13th day of October, 1949, before me, WM. J. BURNHAM, a notary public in and for the State of New York, County of New York, personally appeared ARTHUR E. BURKE, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

.....

WM. J. BURNHAM
Notary Public of New York
Originally qualified Westchester County
Certificate filed N. Y. Co. Clk's No. 543-B-0
N. Y. Co. Clk's No. Reg. No. 543-B-0
Commission Expires March 30, 1950

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

G. M. [illegible]AY, being duly sworn, deposes and says that he is the President of the UTAH POWER & LIGHT COMPANY, the corporation of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said company.

.....

Subscribed and sworn to before me, the 13th day of October, 1949.

.....

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-3145500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office Queens, N. Y. & Kings
Commission expires March 30, 1951

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

E. L. BRICKHOUSE, being duly sworn, deposes and says that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

E. L. Brickhouse

Subscribed and sworn to before me, }
the 13th day of October, 1949. }

WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

ARTHUR E. BURKE, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me, }
the 13th day of October, 1949. }

WM. J. BURNHAM
Notary Public, State of New York
Originally qualified in Westchester County
Certificate filed in New York County
N. Y. Co. Clk's No. 1144, Reg. No. 543-B-0
Commission Expires March 30, 1950

[redacted] [redacted]

STATE OF WYOMING
FILED [redacted]
At 10:[illegible] AM
121
JAN 05 [illegible]
188334
THYRA THOMSON
SECRETARY OF STATE

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

ARTHUR E. BURKE,

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Sixth Supplemental Indenture

Dated as of October 1, 1950

191427

Jan 21 802 8am
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SIXTH SUPPLEMENTAL INDENTURE.

INDENTURE, dated as of the first day of October, 1950, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and ARTHUR E. BURKE, whose post office address is 565 Park Avenue, New York, New York (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Sixth Supplemental Indenture) being supplemental thereto;

WHEREAS, under the Mortgage, the Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Company and all such property (except as aforesaid) thereafter acquired by the Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado, which counties include or will include all counties in which this Sixth Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage and to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be subject to the Lien thereof and for such purpose and in order to confirm the lien of the Mortgage on certain after-acquired property the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called the First Supplemental Indenture), which was recorded in various counties in the State of Utah; a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called Second Supplemental Indenture); a Third Supplemental Indenture, dated as of April 1, 1948 (hereinafter called Third Supplemental Indenture); and a Fourth Supplemental Indenture, dated as of May 1, 1949 (hereinafter called Fourth Supplemental Indenture); which Second, Third and Fourth Supplemental Indentures were recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and said supplemental indentures, the Company acquired certain other property, rights and interests in property and, in order to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be made subject to the Lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Fifth Supplemental Indenture, dated as of October 1, 1949 (hereinafter called the Fifth Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Fifth Supplemental Indenture was recorded in counties in the States of Utah, Idaho, Wyoming and Colorado, as follows:

STATE OF UTAH

County	Date Recorded	Book	Page	Filed as Chattel: Date	Filed as Chattel: Book
Box Elder	10/28/49	66 of Mtgs.	637	10/28/49	File 16
Cache	10/19/49	110 of Mtgs.	189-196	10/19/49	C. M. Index
Carbon	10/31/49	13-D of Mtgs.	33-40	10/31/49	10 of C. M. Index
Davis	10/28/49	7 of Official Records	437-452	10/28/49	4 of C. M. Index
Emery	10/19/49	F-15 of Mtgs.	127-134	10/19/49	Index
Grand	10/19/49	5-D of Miscl.	465-6-7	10/19/49	1 of C. M. Index
Juab	10/25/49	141 of Mtgs.	376	10/25/49	C. M. Index
Morgan	10/25/49	B-9 of Mtgs.	305	10/25/49	2 of C. M. Index
Rich	11/ 4/49	V of Mtgs.	43-50	11/ 4/49	E of C. M. Index
Salt Lake	10/25/49	715 of Mtgs.	440	10/25/49	C. M. Index
Sanpete	10/25/49	91 of Mtgs.	238	10/25/49	9 of C. M. Index
Sevier	10/19/49	"E" of Mtgs.	155-162	10/19/49	B of C. M. Index
Summit	10/19/49	18 of Mtgs.	400	10/19/49	C. M. Index
Tooele	11/ 1/49	V of Mtgs.	132-141	11/ 1/49	C. M. Index
Uintah	10/25/49	A-2 of Mtgs.	247	10/25/49	1949 bank files
Utah	10/29/49	544 of Mtgs.	39-55	10/29/49	5 of C. M. Index
Wasatch	10/28/49	20 of Mtgs.	342-350	10/28/49	C. M. Index
Weber	10/28/49	323 of Mtgs.	302-331	10/28/49	C. M. Index

STATE OF IDAHO

County	Date Recorded	Book	Page	Filed as Chattel: Date	Filed as Chattel: Book
Bannock	10/19/49	85 of Mtgs.	379-386	10/19/49	18 of C. M. Index
Bear Lake	10/25/49	20 of Mtgs.	527-534	10/25/49	D of C. M. Index
Bingham	10/22/49	77 of Mtgs.	632-A	10/22/49	S of C. M. Index
Bonneville	10/19/49	62 of Mtgs.	173	10/19/49	12 of C. M. Index
Butte	10/19/49	10 of Mtgs.	169-176	10/19/49	3 of C. M. Index
Caribou	10/24/49	10 of Mtgs.	335-342	10/24/49	2 of C. M. Index
Clark	10/24/49	6 of Mtgs.	441	10/24/49	1 of Filings
Franklin	10/19/49	54 of Mtgs.	169-176	10/19/49	6 of C. M. Index
Fremont	10/25/49	47 of Mtgs.	277-284	10/25/49	TZ of C. M. Index
Jefferson	10/24/49	150 of Mtgs.	128	10/24/49	137 of C. M. Index
Madison	10/25/49	96 of Mtgs.	561-568	10/25/49	163 of C. M. Index
Oneida	10/19/49	20 of Mtgs.	57	10/19/49	J of C. M. Index
Power	10/21/49	44 of Mtgs.	386-393	10/21/49	10 of C. M. Index
Teton	10/24/49	75 of Mtgs.	375-382	10/24/49	C. M. Index

STATE OF WYOMING

County	Date Recorded	Book	Page	Filed as Chattel: Date	Filed as Chattel: Book
Uinta	10/20/49	174 of Mtgs.	1C-29C	10/20/49	163 of C. M. Index
Lincoln	10/21/49	25 of Mtgs.	181-188	10/21/49	5 of C. M. Index

STATE OF COLORADO

County	Date Recorded	Book	Page
Delta	10/20/49	308	110
Dolores	10/21/49	68	324
Gunnison	11/ 2/49	278	541
La Plata	10/22/49	282	122
Montrose	10/20/49	338	340
Ouray	10/21/49	148	145
San Juan	10/21/49	162	601
San Miguel	10/21/49	214	311; and

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WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, 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, as supplemented, First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the Bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000), none of which are now Outstanding, First Mortgage Bonds, 3¼% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Thirty-two Million Dollars ($32,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅛% Series due 1978 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 3% Series due 1979 (hereinafter called the bonds of the Fourth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, and First Mortgage Bonds, 2⅞% Series due October 1, 1979 (hereinafter called the bonds of the Fifth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding; and

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, 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, as heretofore supplemented; and

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

NOW THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the

principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Guaranty Trust Company of New York and Arthur E. Br[illegible], as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage in addition to property covered by the abovementioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines,

regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all of the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is hereby agreed by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the Lien of the Mortgage,

as heretofore supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Sixth Supplemental Indenture and from the Lien and operation of the Mortgage as heretofore supplemented, viz.: cash, shares of stock, bonds, notes and other obligations and securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business, fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; (3) electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (4) bills, notes and accounts receivable and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the Lien of the Mortgage; (5) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article IV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

To have and to hold all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

In trust nevertheless, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Sixth Supplemental Indenture being supplemental to the Mortgage.

And it is hereby covenanted by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Arthur E. Burke, as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Sixth Series of Bonds.

Section 1. There shall be a series of bonds designated "2⅞% Series due 1980" (herein sometimes referred to as the "Sixth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Com-

pany, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Sixth Series shall mature on October 1, 1980, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, as to either coupon bonds or fully registered bonds, in the denomination of One Hundred Dollars or in any multiple or multiples thereof (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of two and seven-eighths per centum (2⅞%) per annum, payable semi-annually on April 1 and October 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Sixth Series shall be dated as of October 1, 1950, and fully registered bonds of the Sixth Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Sixth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once or at least four different days before the date fixed for redemption, unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during the 12 months period ending September 30,

1951	103.51	1961	102.30	1971	101.09
1952	103.39	1962	102.18	1972	100.97
1953	103.27	1963	102.06	1973	100.85
1954	103.15	1964	101.94	1974	100.73
1955	103.03	1965	101.82	1975	100.61
1956	102.91	1966	101.70	1976	100.49
1957	102.79	1967	101.58	1977	100.37
1958	102.67	1968	101.46	1978	100.25
1959	102.55	1969	101.34	1979	100.13
1960	102.43	1970	101.22	1980	100.00

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Sixth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture); provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 2 hereof if in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending September 30,

1951	100.51	1961	100.38	1971	100.22
1952	100.50	1962	100.37	1972	100.20
1953	100.48	1963	100.35	1973	100.18
1954	100.47	1964	100.34	1974	100.16
1955	100.46	1965	100.32	1975	100.14
1956	100.45	1966	100.31	1976	100.12
1957	100.44	1967	100.29	1977	100.10
1958	100.42	1968	100.27	1978	100.08
1959	100.41	1969	100.26	1979	100.05
1960	100.40	1970	100.24	1980	100.00

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Sixth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of

Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Sixth Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer whenever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Sixth Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered

bonds of the Sixth Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

Upon the delivery of this Sixth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, there shall be an initial issue of bonds of the Sixth Series for the aggregate principal amount of Eight Million Dollars ($8,000,000).

ARTICLE II.

Sinking ... Improvement Fund for Bonds of th... ...xth Series.

SECTION ... The Company covenants that, so ... as any of the bonds of the ...ixth Series shall remain Outstand... it will, on or before May ... 960, and on or before May 1 of ea... ear there after, to and includ... the year 1979, deliver to the Corpo... Trustee:

(A) An ...fficers' Certificate which shall state:

(a) ...the greatest principal amount of all ...ds of the Sixth Series... ...ior to January 1 of such year at ... one time Outstandi...,

(b) ...the aggregate principal amount o... ... bonds of the Sixth ...ries retired prior to the date of ... Officers' Certificat... ...) with cash received by the Corp... ... Trustee pursuant ... the provisions of Section 56 of the ...ortgage or (ii) pursuant to the provisions of subdivision ... or subdivision (4) of ...ction 71 of the Mortgage by use or ...plication of the proceed... of insurance on, the release or othe... ...position of, or the t... by eminent domain of, property, (iii) pursuant to the ...visions of Section 74 of the Mortg...

(c) ...the aggregate principal amount of ... ...s the right to the aut... ...tication and delivery of which (... ... basis of the retirem... ...t of bonds of the Sixth Series) shal... ...e been waived prior to the date of such Officers' Certifica... ...ursuant to the provisions of clause (c) of subdivision (4) o... ...ction 69 of the

Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash (i) representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property or (ii) received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one and one-half per centum (1½%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Sixth Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Sixth Series equivalent to the amount stated in the Officers' Certificate (due on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Sixth Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Sixth Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 64 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Sixth Series shall be made the basis of the withdrawal of cash deposited under this Section and, provided further that no bonds of any series other than the Sixth Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Sixth Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of

Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Sixth Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Sixth Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth or Fifth Supplemental Indenture shall be deemed to be Funded Cash;

(II) 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 Section 3 of the Second Supplemental Indenture and any bonds of the Third, Fourth or Fifth Series delivered to the Corporate Trustee pursuant to the provisions of Section 2 of the Third, Fourth or Fifth Supplemental Indenture, respectively, and any bonds of the Sixth 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth or Fifth Supplemental Indenture, on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3 of the Second Supplemental Indenture or of said Section 2 of the Third, Fourth or Fifth Supplemental Indenture, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Sixth Series purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Dividend Covenant.

SECTION 3. (I) So long as any bonds of the Sixth Series shall remain Outstanding, as defined in Section 2 of the Mortgage, clause (8) of subsection (I) of Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

(II) So long as any bonds of the Sixth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company will not declare or pay dividends on any shares of its common stock (except dividends payable solely in shares of its common stock) or make any other distribution on or acquire (unless acquired without cost to the Company) any shares of its common stock unless the provisions for depreciation and retirement of property (but excluding any provisions for amortization of any amounts included in utility plant acquisition adjustment accounts or utility plant adjustment accounts or in any accounts for similar purposes) during the period from October 1, 1950, to the date of the proposed payment of said dividends or making of such distribution or acquisition, plus earned surplus of the Company remaining:

(A) after payment of such dividends or making of such distribution or acquisition; and

(B) after deducting therefrom the remainder, if any, resulting from the following calculation:

From the earned surplus of the Company as of September 30, 1950, deduct the sum of items (1), (2), (3) and (4) below, viz:

(1) Two Million Seven Hundred Thousand Dollars ($2,700,000);

(2) An amount equal to the proceeds from the sale of common stock of the Company subsequent to September 30, 1950,

except any common stock of the Company the issuance of which was applied for in an application on Form U-1 of the Company, filed August 2, 1950, with the Securities and Exchange Commission (File No. 70-2452);

(3) An amount equal to all contributions to capital subsequent to September 30, 1950 (other than any surrender of shares of capital stock whether or not for cancellation);

(4) An amount equal to all charges to earned surplus subsequent to September 30, 1950, less:

(a) charges occasioned by dividends (except dividends payable solely in shares of its common stock) on shares of its common stock;

(b) charges occasioned by dividends on shares of its preferred stock;

(c) charges occasioned by other distributions on or acquisitions of shares of its common stock; and

(d) charges to earned surplus with corresponding credits to reserves for depreciation and retirement of property or to utility plant acquisition adjustment accounts,

(C) after further deducting therefrom the cost of reacquisition of, and capital distributions on, its common stock subsequent to September 30, 1950, but only to the extent that the same have not theretofore been deducted from earned surplus;

shall be at least equal to the aggregate of the amounts which would be required to be stated for such period in the Officers' Certificates of Maintenance by the provisions of subdivision (2) of subsection (I) of Section 39 of the Mortgage, with respect to the Company alone, less the aggregate amounts which would be stated for such period in such Officers' Certificates of Maintenance as permitted by the provisions of subdivision (3) of said subsection (I), with respect to the Company alone, including proportionate amounts calculated for any portion of the period elapsed since September 30, 1950, not theretofore included.

ARTICLE IV.

Waiver of Certain Rights.

SECTION 4. So long as any of the bonds of the Sixth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any rights which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth or Fifth Supplemental Indenture or Section 2 of this Sixth Supplemental Indenture or to any other credit under the Mortgage, as heretofore supplemented.

SECTION 5. So long as any of the bonds of the Sixth Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right (which right has heretofore in the Second, Third, Fourth and Fifth Supplemental Indentures been so surrendered and waived so long as any bonds of the Second, Third, Fourth and Fifth Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or fair value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under any of the provisions of the Mortgage, as heretofore supplemented, or of this Sixth Supplemental Indenture, on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 of the Second Supplemental Indenture or under Section 2 of the Third, Fourth or Fifth Supplemental Indenture or under Section 2 of this Sixth Supplemental Indenture.

ARTICLE V.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Sixth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Sixth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 7. So long as any bonds of the Si Series remain Outstanding, as defined in Section 2 of the Mortga he covenant in subsection (H of Section 36 of the Mortgage sha main in effect as if bonds of the First Series remained Outstandi

SECTION Section 65 of the Mortgage, as he fore amended, is hereby fu her amended to insert the words "s subject to the provisions of Section 2 of the Sixth Supplemental I nture dated as of October 1, 1950", after the date "October 1, 1949"

SECTION The Trustees hereby accept the tru rein declared, provided, cr d or supplemented and agree to orm the same upon the ter and conditions herein and in the M ge, as heretofore supplemented, set forth and upon the foll ng terms and conditions:

The Trustees shall not be responsible in any m ner whatsoever for or in respect of the validity or sufficiency of t Sixth Supplemental Inden e or for or in respect of the recital ntained herein, all of which recitals are made by the Company solel In general each and every term and condition contained in Article V II of the Mortgage, as heretofore amended, shall apply to and form t of this Sixth Supplemental Indenture with the same force and ef as if the same were herein set forth in full with such omissions, va tions and insertions, if any, as may be appropriate to make the same conform to the provisions of this Sixth Supplemental Indenture.

SECTION 10. Whenever in this Sixth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Sixth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 11. Nothing in this Sixth 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 Sixth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Sixth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 12. This Sixth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents, and its corporate seal to be attested by one of its Assistant

Secretaries, and Arthur E. Burke, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By ..... *Vice-President.*

Attest:

..... *Secretary.*

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,
As Corporate Trustee,

By ..... *Vice-President.*

Attest:

..... *Assistant Secretary.*

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

M. E Barrett

..... (L. S.)
As Co-Trustee.

Executed, sealed and delivered by ARTHUR E. BURKE in the presence of:

M. E Barrett

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 11th day of October, 1950, before me, ALICE M. POWELL, a Notary Public in and for the State of New York, County of New York, personally appeared R. H. JONES and GEO. R. COREY to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the Vice-President and Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said R. H. JONES resides in Salt Lake City, Utah, and the said GEO. R. COREY resides in Salt Lake City, Utah; that they are the Vice-President and Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-3145500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office-Queens, N. Y. & Kings
Commission Expires March 30, 1951

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 11th day of October, 1950, before me, DAVID W. CREE, a Notary Public in and for the State of New York, County of New York, personally appeared E. L. BRICKHOUSE and J. C. BUTTERY, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said E. L. Brickhouse resides at 35-41 80th Street, in Jackson Heights, N. Y.; and the said J. C. Buttery resides at 314 E. 41st Street in New York, N. Y.; that they are a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DAVID CREE
Notary Public, State of New York
No. 54200
Qualified in New York County
Cert. Filed with Reg., N. Y. County
Term expires March 30, 1952

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 11th day of October, 1950, before me, DAVID W. CREE, a notary public in and for the State of New York, County of New York, personally appeared ARTHUR E. BURKE, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

DAVID W. CREE
Notary Public, State of New York
No. 31-5854200
Qualified in New York County
Cert. Filed with City Reg., N. Y. County
Term expires March 30, 1952

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

R. H. JONES, being duly sworn, deposes and says that he is the Vice-President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me, }
the 11th day of October, 1950. }

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-3145500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office-Queens, N. Y. & Kings
Commission Expires March 30, 1951

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

E. L. BRICKHOUSE, being duly sworn, deposes and says that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me,
the 11th day of October, 1950.

DAVID W. CREE
Notary Public, State of New York
No. 03-5854200
Qualified in New York County
Cert. Filed with City Reg., N. Y. County
Term expires March 30, 1952

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

ARTHUR L. BURKE, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me,
the 11th day of October, 1950.

DAVID W. CREE
Notary Public, State of New York
No. 03-5854200
Qualified in New York County
Cert. Filed with City Reg., N. Y. County
Term expires March 30, 1952

STATE OF WYOM
FILED
AT 10:00 A M
JAN 05 1982
188335
THYRA THOMSON
SECRETARY OF STATE

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

ARTHUR E. BURKE,

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Seventh Supplemental Indenture

Dated as of October 1, 1951

191428

RECORDED June 21 1982 8:00 AM
PAGE 200
CAROLE H. LUKE COUNTY CLERK
CAROLE H. LUKE COUNTY CLERK

SEVENTH SUPPLEMENTAL INDENTURE.

INDENTURE, dated as of the first day of October, 1951, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and ARTHUR E. BURKE, whose post office address is 565 Park Avenue, New York, New York (hereinafter sometimes called the Co-Trustee), parties of the · art (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Seventh Supplemental Indenture) being supplemental thereto;

WHEREAS, under the Mortgage, the Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Company and all such property (except as aforesaid) thereafter acquired by the Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado, which counties include or will include all counties in which this Seventh Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage and to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be subject to the Lien thereof and for such purpose and in order to confirm the lien of the Mortgage on certain after-acquired property the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called the First Supplemental Indenture), which was recorded in various counties in the State of Utah; a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called Second Supplemental Indenture); a Third Supplemental Indenture, dated as of April 1, 1948 (hereinafter called Third Supplemental Indenture); a Fourth Supplemental Indenture, dated as of May 1, 1949 (hereinafter called Fourth Supplemental Indenture); and a Fifth Supplemental Indenture, dated as of October 1, 1949 (hereinafter called Fifth Supplemental Indenture); which Second, Third, Fourth and Fifth Supplemental Indentures were recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and said supplemental indentures, the Company acquired certain other property, rights and interests in property and, in order to make subject to the Lien of the Mortgage any property thereafter acquired and intended to be made subject to the Lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Sixth Supplemental Indenture, dated as of October 1, 1950 (hereinafter called the Sixth Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Sixth Supplemental Indenture was recorded in counties in the States of Utah, Idaho, Wyoming and Colorado, as follows:

STATE OF UTAH

County	Date Recorded	Book	Page	Filed as Chattel: Date	Filed as Chattel: Book
Box Elder	10/28/50	69 of Mtgs.		10/28/50	File 16
Cache	10/19/50	113 of Mtgs.	537	10/19/50	
Carbon	11/ 1/50	13 D of Mtgs.	283	11/ 1/50	10
Davis	10/26/50	Deputy Book 19	72	10/26/50	4
Emery	10/19/50	F-15 of Mtgs.	327	10/19/50	Index, Page U
Grand	10/20/50	6-F of Mtgs.	242	10/20/50	1 of C. M. Index
Juab	10/26/50	145 of Mtgs.	242	10/26/50	Indexed
Morgan	10/26/50	B-9 of Mtgs.	395	10/26/50	Filed in vault
Rich	11/10/50	V of Mtgs.	179	11/10/50	E at Index U
Salt Lake	10/21/50	809	13	10/21/50	Indexed
Sanpete	10/28/50	91	352	10/28/50	File 23, Index 9
Sevier	10/20/50	A-15	419	10/20/50	B
Summit	10/19/50	19 of Mtgs.	25	10/19/50	File 1 of C. M.
Tooele	12/ 1/50	V of Mtgs.	266	12/ 1/50	V
Uintah	10/30/50	Deputy Book A-7	451	10/30/50	Indexed
Utah	11/ 2/50	572	105	11/ 2/50	5
Wasatch	10/26/50	21 of Mtgs.	44	10/26/50	2
Weber	10/28/50	351	433	10/28/50	5

STATE OF IDAHO

County	Date Recorded	Book	Page	Filed as Chattel: Date	Filed as Chattel: Book
Bannock	10/20/50	91 of Mtgs.	257	10/20/50	19
Bear Lake	10/19/50	22 of Mtgs.	37	10/19/50	D
Bingham	10/19/50	79 of Mtgs.	594	10/19/50	T
Bonneville	10/19/50	74 of Mtgs.	451	10/19/50	12
Butte	10/19/50	10 of Mtgs.	303	10/19/50	3
Caribou	10/19/50	31 of Mtgs.	11	10/19/50	2
Clark	11/ 3/50	6 of Mtgs.	567	11/ 3/50	2
Franklin	10/19/50	55 of Mtgs.	291	10/19/50	6
Fremont	10/20/50	49 of Mtgs.	205	10/20/50	TZ
Jefferson	11/ 1/50	150 of Mtgs.	370	11/ 1/50	137
Madison	10/19/50	167	647	10/19/50	163
Oneida	10/19/50	20 of Mtgs.	113	10/19/50	J
Power	10/28/50	44 of Mtgs.	402	10/28/50	10
Teton	10/19/50	75 of Mtgs.	489	10/19/50	U

STATE OF WYOMING

County	Date Recorded	Book	Page	Filed as Chattel: Date	Filed as Chattel: Book
Uinta	10/20/50	174 of Mtgs.	1 D	10/20/50	163
Lincoln	10/21/50	25 of Mtgs.	412	10/21/50	5

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STATE OF COLORADO

County	Date Recorded	Book	Page
Delta	10/24/50	311	240
Dolores	10/23/50	68	361
Gunnison	10/27/50	287	273
LaPlata	10/23/50	292	532
Montrose	10/21/50	345	74
Ouray	10/23/50	148	228
San Juan	10/23/50	167	555
San Miguel	10/23/50	214	481

WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, 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, as supplemented, First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000), none of which are now Outstanding, First Mortgage Bonds, 2¾% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Thirty-two Million Dollars ($32,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅛% Series due 1978 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 3% Series due 1979 (hereinafter called the bonds of the Fourth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due October 1, 1979 (hereinafter called the bonds of the Fifth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, and First Mortgage Bonds, 2⅞% Series due 1980 (hereinafter called the bonds of the Sixth Series), in the aggregate principal amount of Eight Million Dollars ($8,000,000), all of which are now Outstanding; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, 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, as heretofore supplemented; and

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

NOW THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Guaranty Trust Company of New York and Arthur E. Burke, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage in addition to property covered by the abovementioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, race-

ways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income,

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product and profits thereof, and all of the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the Lien of the Mortgage, as hereby or heretofore supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Seventh Supplemental Indenture and from the Lien and operation of the Mortgage, as heretofore supplemented, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company [illegible] electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the Lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for [illegible] in the ordinary course of its business; and

[illegible] provided, however,

that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

To have and to hold all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

In trust nevertheless, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Seventh Supplemental Indenture being supplemental to the Mortgage.

And it is hereby covenanted by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Arthur E. Burke, as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Seventh Series of Bonds.

SECTION 1. There shall be a series of bonds designated "3⅝% Series due 1981" (herein sometimes referred to as the "Seventh Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Seventh Series shall mature on October 1, 1981, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, as to either coupon bonds or fully registered bonds in the denomination of One Hundred Dollars or in any multiple or multiples thereof (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of three and five-eighths per centum (3⅝%) per annum, payable semi-annually on April 1 and October 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Seventh Series shall be dated as of October 1, 1951, and fully registered bonds of the Seventh Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Seventh Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for redemption, unless notice by publication shall not be required as pro-

vided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during the 12 months period ending September 30,

1952	104.38	1962	102.87	1972	101.36
1953	104.23	1963	102.72	1973	101.21
1954	104.08	1964	102.57	1974	101.06
1955	103.93	1965	102.42	1975	100.91
1956	103.78	1966	102.27	1976	100.76
1957	103.63	1967	102.12	1977	100.61
1958	103.48	1968	101.97	1978	100.46
1959	103.33	1969	101.82	1979	100.31
1960	103.18	1970	101.67	1980	100.16
1961	103.03	1971	101.52	1981	100.00

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Seventh Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture); provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, they shall be redeemable at

the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 2 hereof if in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending September 30,

1952	101.38	1962	101.07	197[illegible]	100.63
1953	101.36	1963	101.04	197[illegible]	100.58
1954	101.33	1964	101.00	197[illegible]	100.52
1955	101.30	1965	100.96	197[illegible]	100.47
1956	101.27	1966	100.91	197[illegible]	100.41
1957	101.24	1967	100.87	197[illegible]	100.35
1958	101.21	1968	100.83	197[illegible]	100.28
1959	101.18	1969	100.78	197[illegible]	100.22
1960	101.14	1970	100.73	19[illegible]	100.15
1961	101.11	1971	100.68	19[illegible]	100.00

in each case together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Seventh Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of

Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Seventh Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer whenever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Seventh Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Seventh Series shall also be transferable (subject to the

provisions of Section 12 of the Mortgage) at said office or agency of the Company.

Upon the delivery of this Seventh Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, there shall be an initial issue of bonds of the Seventh Series for the aggregate principal amount of Nine Million Dollars ($9,000,000).

ARTICLE II.

Sinking or Improvement Fund for Bonds of the Seventh Series.

SECTION 2. The Company covenants that, so long as any of the bonds of the Seventh Series shall remain Outstanding, it will, on or before May 1, 1960, and on or before May 1 of each year thereafter, to and including the year 1979, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state:

(a) the greatest principal amount of all bonds of the Seventh Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Seventh Series retired prior to the date of such Officers' Certificate (i) with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or (ii) pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or (iii) pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Seventh Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of subdivision (4) of Section 69 of the

Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash (i) representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property or (ii) received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one and one-half per centum (1½%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Seventh Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Seventh Series equivalent to the amount stated in the Officers' Certificate (due on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Seventh Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Seventh Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 71 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Seventh Series shall be made the basis of the withdrawal of cash deposited under this Section and, provided further that no bonds of any series other than the Seventh Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Seventh Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of

Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Seventh Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Seventh Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth or Sixth Supplemental Indenture shall be deemed to be Funded Cash;

(II) 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 Section 3 of the Second Supplemental Indenture and any bonds of the Third, Fourth, Fifth or Sixth Series delivered to the Corporate Trustee pursuant to the provisions of Section 2 of the Third, Fourth, Fifth or Sixth Supplemental Indenture, respectively, and any bonds of the Seventh 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth or Sixth Supplemental Indenture, on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3 of the Second Supplemental Indenture or of said Section 2 of the Third, Fourth, Fifth or Sixth Supplemental Indenture, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Seventh Series purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Dividend Covenant.

SECTION 3. (I) So long as any bonds of the Seventh Series shall remain Outstanding, as defined in Section 2 of the Mortgage, clause (8) of subsection (I) of Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

(II) So long as any bonds of the Seventh Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company will not declare or pay dividends on any shares of its common stock (except dividends payable solely in shares of its common stock and except the dividend of Forty-five Cents ($.45) per share declared for payment on October 1, 1951) or make any other distribution on or acquire (unless acquired without cost to the Company) any shares of its common stock unless the provisions for depreciation and retirement of property (but excluding any provisions for amortization of any amounts included in utility plant acquisition adjustment accounts or utility plant adjustment accounts or in any accounts for similar purposes) during the period from October 1, 1951, to the date of the proposed payment of said dividends or making of such distribution or acquisition, plus earned surplus of the Company remaining:

(A) after payment of such dividends or making of such distribution or acquisition; and

(B) after deducting therefrom the remainder, if any, resulting from the following calculation:

From the earned surplus of the Company as of September 30, 1951, deduct the sum of items (1), (2), (3) and (4) below, viz.:

(1) Three Million Five Hundred Thousand Dollars ($3,500,000);

(2) An amount equal to the proceeds from the sale of common stock of the Company subsequent to September 30, 1951, except any common stock of the Company the issuance of which was applied for in an application on Form U-1 of the Company, filed August 9, 1951, with the Securities and Exchange Commission (File No. 70-2685);

(3) An amount equal to all contributions to capital subsequent to September 30, 1951 (other than a surrender of shares of capital stock whether or not for cancellation);

(4) An amount equal to all charges to earned surplus subsequent to September 30, 1951, less:

(a) charges occasioned by dividends (except dividends payable solely in shares of its common stock) on shares of its common stock;

(b) charges occasioned by dividends on shares of its preferred stock;

(c) charges occasioned by other distributions on or acquisitions of shares of its common stock; and

(d) charges to earned surplus with corresponding credits to reserves for depreciation and retirement of property or to utility plant acquisition adjustment accounts,

(e) after further deducting therefrom the cost of reacquisition of, and of capital distributions on, its common stock subsequent to September 30, 1951, but only to the extent that the same have not theretofore been deducted from earned surplus;

shall be at least equal to the aggregate of the amounts which would be required to be stated for such period in the Officers' Certificates of Maintenance by the provisions of subdivision (2) of subsection (1) of Section 39 of the Mortgage, with respect to the Company alone, less the aggregate amounts which would be stated for such period in such Officers' Certificates of Maintenance as permitted by the provisions of subdivision (3) of said subsection (1), with respect to the Company alone, including proportionate amounts calculated for any portion of the period elapsed since September 30, 1951, not theretofore included.

ARTICLE IV.

Waiver of Certain Rights.

SECTION 4. So long as any of the bonds of the Seventh Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any rights which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth or Sixth Supplemental Indenture or Section 2 of this Seventh Supplemental Indenture or to any other credit under the Mortgage, as hereby or heretofore supplemented.

SECTION 5. So long as any of the bonds of the Seventh Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right (which right has heretofore in the Second, Third, Fourth, Fifth and Sixth Supplemental Indentures been so surrendered and waived so long as any bonds of the Second, Third, Fourth, Fifth and Sixth Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or fair value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under any of the provisions of the Mortgage, as heretofore supplemented, or of this Seventh Supplemental Indenture, on the basis thereof or to credits under Section 39 of the Mortgage or under Section

3 of the Second Supplemental Indenture or under Section 2 of the Third, Fourth, Fifth or Sixth Supplemental Indenture or under Section 2 of this Seventh Supplemental Indenture.

ARTICLE V.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Seventh Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Seventh Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 7. So long as any bonds of the Seventh Series remain Outstanding, as defined in Section 2 of the Mortgage, the covenant in subsection (II) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 8. Section 65 of the Mortgage, as heretofore amended, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Seventh Supplemental Indenture dated as of October 1, 1951", after the date "October 1, 1950".

SECTION 9. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Seventh Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Seventh Supplemental Indenture with the same force and effect as if the same were herein set forth in full with such omissions, variations and

sertions, if any, as may be appropriate to make the same conform to the provisions of this Seventh Supplemental Indenture.

SECTION 10. Whenever in this Seventh Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Seventh Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 11. Nothing in this Seventh 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 Seventh Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Seventh Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 12. This Seventh Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed,

and this instrument to be signed and sealed by one of its V... Presidents, and its corporate seal to be attested by one of its ...sistant Secretaries, and Arthur E. Burke, one of the parties here... of the second part, has hereunto set his hand and affixed his seal ... of the day and year first above written.

UTAH POWER & LIGHT COMPAN...

By ..... *Vice-P... ident.*

Attest: .....

Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,
As Corporate Trustee,

By ..... *Vice-President.*

Attest: .....

Assistant Secretary.

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

..... (L. S.)

As Co-Trustee.

Executed, sealed and delivered by ARTHUR E. BURKE in the presence of:

.....

.....

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 31st day of October, 1951, before me, ALICE M. POWELL, a Notary Public in and for the State of New York, County of New York, personally appeared R. H. JONES and GEO. R. COREY to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and the Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said R. H. JONES resides in Salt Lake City, Utah, and the said GEO. R. COREY resides in Salt Lake City, Utah; that they are a Vice-President and the Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Alice M. Powell

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-3145500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office-Queens, N. Y. & Kings
Commission Expires March 30, 1953

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 31st day of October, 1951, before me, DAVID W. CREE, a Notary Public in and for the State of New York, County of New York, personally appeared E. L. BRICKHOUSE and W. W. MERKER, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said E. L. BRICKHOUSE resides at 35-41 80th Street, in Jackson Heights, N. Y.; and the said W. W. MERKER resides at 734 Belvedere Avenue, in Westfield, N. J.; that they are a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DAVID CREE
Notary Public, State of New York
No. 31-4654200
Qualified in New York County
Cert. Filed with City Reg., N. Y. County
Term expires March 30, 1952

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 31st day of October, 1951, before me, DAVID W. CREE, a notary public in and for the State of New York, County of New York, personally appeared ARTHUR E. BURKE, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

DAVID W. CREE
Notary Public, State of New York
No. 31-5854200
Qualified in New York County
Cert. Filed with City Reg., N. Y. County
Term expires March 30, 1952

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

GEO. R. COREY, being duly sworn, deposes and says that he is the Executive Vice-President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me,
the 31st day of October, 1951.

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-3145500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office-Queens, N. Y. & Kings
Commission Expires March 30, 1953

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

E. L. BRICKHOUSE, being duly sworn, deposes and says that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

.....

Subscribed and sworn to before me,
the 31st day of October, 1951.

.....

DAVID W. CREE
Notary Public, State of New York
No. 31-5854200
Qualified in New York County
Cert. Filed with City Reg., N. Y. County
Term expires March 30, 1952

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

ARTHUR E. BURKE, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

.....

Subscribed and sworn to before me,
the 31st day of October, 1951.

.....

DAVID W. CREE
Notary Public, State of New York
No. 31-5854200
Qualified in New York County
Cert. Filed with City Reg., N. Y. County
Term expires March 30, 1952

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

ARTHUR E. BURKE,

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Eighth Supplemental Indenture

Dated as of October 1, 1952

191429

REQUEST: Utah Power & Light Co.
BOOK 247 PAGE 143-173
REC 33.00 AUS
1981 SEP 28 AM 11:41
DOCUMENT NO. 231556
KEPOERTS PEURLEY
WASHINGTON COUNTY RECORDER
BY

STATE OF COLORADO
County of ...
I hereby certify that this instrument was
filed for record in my office at 3:58
o'clock P. M. on the 30 day of OCT 1952 and is duly
recorded in Book 354 Page 189
of the records of said County.
Witness my hand and official seal.
Recorder
By Lucille Spilsbury Deputy
Fee $

277364

RECORDED June 21 1952 8:00 AM
BOOK A-4 PAGE 375
FEE 6.35 Jack D. Yake COUNTY CLERK
By Odette COUNTY CLERK

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EIGHTH SUPPLEMENTAL INDENTURE. 231556

INDENTURE, dated as of the first day of October, 1952, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and ARTHUR E. BURKE, whose post office address is 565 Park Avenue, New York, New York (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Eighth Supplemental Indenture) being supplemental thereto;

WHEREAS, under the Mortgage, the Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Company and all such property (except as aforesaid) thereafter acquired by the Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado, which counties include or will include all counties in which this Eighth Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired and intended to be subject to the lien thereof and for such purpose and in order to confirm the lien of the Mortgage on certain after-acquired property the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called First Supplemental Indenture), which was recorded in various counties in the State of Utah; a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called Second Supplemental Indenture); a Third Supplemental Indenture, dated as of April 1, 1948 (hereinafter called Third Supplemental Indenture); a Fourth Supplemental Indenture, dated as of May 1, 1949 (hereinafter called Fourth Supplemental Indenture); a Fifth Supplemental Indenture, dated as of October 1, 1949 (hereinafter called Fifth Supplemental Indenture); and a Sixth Supplemental Indenture, dated as of October 1, 1950 (hereinafter called Sixth Supplemental Indenture); which Second, Third, Fourth, Fifth and Sixth Supplemental Indentures were recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and said supplemental indentures, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Seventh Supplemental Indenture, dated as of October 1, 1951 (hereinafter called Seventh Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Seventh Supplemental Indenture was recorded in counties in States of Utah, Idaho, Wyoming and Colorado, as follows:

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STATE OF UTAH

County	Date Recorded 1951	Book	Page	Filed as Chattel: Date 1951	Filed as Chattel: Book
Box Elder	11/16	72 of Mortgages	132-135	11/16	16 C. M. Index
Cache	11/10	115 "	423-431	11/10	C. M. Index
Carbon	11/21	18-D "	291-298	11/21	10 C. M. Index
Davis	11/14	81 "	592	11/14	4 C. M. Index
Emery	11/ 7	F-17 "	61-67	11/ 7	C. M. Index
Grand	11/ 8	6-F "	365-370	11/ 8	1. C. M. Index
Juab	11/14	149 "	19	11/14	C. M. Index
Morgan	11/16	B-9 "	506-A	11/16	
Rich	11/19	V "	345-351	11/19	E C. M. Index
Salt Lake	11/16	893 "	378	11/16	C. M. Index
Sanpete	11/14	91 "	404	11/14	9 C. M. Index
Sevier	11/ 7	A-17 "	108-116	11/ 7	B C. M. Index
Summit	11/ 7	19 "	278-285	11/ 7	8 C. M. Index
Tooele	11/14	V "	560-570	11/14	C. M. Index
Uintah	11/15	A-15 "	374-402	11/15	C. M. Index
Utah	11/15	594 "	81-95	11/15	5 C. M. Index
Wasatch	11/14	21 "	269-275	11/14	
Weber	11/16	878 of Records	333	11/16	C. M. Index

STATE OF IDAHO

Bannock	11/ 7	95 of Mortgages	43-49	11/ 7	19 C. M. Index
Bear Lake	11/ 9	22 "	285	11/ 9	D C. M. Index
Bingham	11/ 7	81 "	657	11/ 7	T C. M. Index
Bonneville	11/ 7	88 "	85-100	11/ 7	12 C. M. Index
Butte	11/ 7	10 "	525-531	11/ 7	8 C. M. Index
Caribou	11/ 7	31 "	365-372	11/ 7	8 C. M. Index
Clark	11/ 7	6 "	591	11/ 7	2 C. M. Index
Franklin	11/ 7	56 "	435-441	11/ 7	7 C. M. Index
Fremont	11/ 7	50 "	418-428	11/ 7	TZ C. M. Index
Jefferson	11/ 7	150 "	617	11/ 7	187 C. M. Index
Madison	11/ 7	169 "	81	11/ 7	168 C. M. Index
Oneida	11/ 7	20 "	197	11/ 7	J C. M. Index
Power	11/ 7	44 "	410-416	11/ 7	10 C. M. Index
Teton	11/ 8	75 "	603	11/ 8	C. M. Index

STATE OF WYOMING

Lincoln	11/13	27 of Mortgages	147	11/13	5 C. M. Index
Uinta	11/15	174 "	1-E-28-E	11/15	163 C. M. Index

STATE OF COLORADO

County	Date Recorded 1951	Book	Page
Delta	11/ 8	318	89
Dolores	11/ 8	68	435
Gunnison	11/13	290	263
LaPlata	11/ 9	305	515
Montrose	11/ 8	352	136
Ouray	11/ 8	148	339
San Juan	11/ 9	175	669
San Miguel	11/ 9	217	191

WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, 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, as supplemented, First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000), none of which are now Outstanding, First Mortgage Bonds, 4% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Thirty-two Million Dollars ($32,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅛% Series due 1978 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 3% Series due 1979 (hereinafter called the bonds of the Fourth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due October 1, 1979 (hereinafter called the bonds of the Fifth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due 1980 (hereinafter called the bonds of the Sixth Series), in the aggregate principal amount of Eight Million Dollars ($8,000,000), all of which are now Outstanding, and

First Mortgage Bonds, 3⅝% Series due 1981 (hereinafter called the bonds of the Seventh Series), in the aggregate principal amount of Nine Million Dollars ($9,000,000), all of which are now Outstanding; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

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WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, 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, as heretofore supplemented; and

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

NOW THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Guaranty Trust Company of New York and Arthur E. Burke, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the abovementioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented,

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expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connec-

tion with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all of the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the lien of the Mortgage, as hereby or heretofore supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Eighth Supplemental Indenture and from the lien and operation of the Mortgage as heretofore supplemented, viz.: (1) cash, shares of stocks, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable

in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Eighth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and

duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Arthur E. Burke, as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Eighth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "3½% Series due 1982" (herein sometimes referred to as the "Eighth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Eighth Series shall mature on October 1, 1982, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, as to either coupon bonds or fully registered bonds, in the denomination of One Hundred Dollars or in any multiple or multiples thereof (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of three and one-half per centum (3½%) per annum, payable semi-annually on April 1 and October 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough

of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Eighth Series shall be dated as of October 1, 1952, and fully registered bonds of the Eighth Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Eighth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for redemption, unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during the 12 months period ending September 30,

1953	103.75%	1963	102.46%	1973	101.17%
1954	103.63%	1964	102.33%	1974	101.04%
1955	103.50%	1965	102.20%	1975	100.91%
1956	103.37%	1966	102.07%	1976	100.78%
1957	103.24%	1967	101.94%	1977	100.65%
1958	103.11%	1968	101.82%	1978	100.52%
1959	102.98%	1969	101.69%	1979	100.39%
1960	102.85%	1970	101.56%	1980	100.26%
1961	102.72%	1971	101.43%	1981	100.13%
1962	102.59%	1972	101.30%	1982	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Eighth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture); provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 2 hereof in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending September 30,

1953	100.75%	1963	100.58%	1973	100.34%
1954	100.73%	1964	100.56%	1974	100.31%
1955	100.72%	1965	100.54%	1975	100.28%
1956	100.70%	1966	100.52%	1976	100.25%
1957	100.69%	1967	100.49%	1977	100.22%
1958	100.67%	1968	100.47%	1978	100.19%
1959	100.65%	1969	100.45%	1979	100.15%
1960	100.64%	1970	100.42%	1980	100.12%
1961	100.62%	1971	100.39%	1981	100.08%
1962	100.60%	1972	100.37%	1982	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Eighth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Eighth Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer whenever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all

unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Eighth Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Eighth Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

Upon the delivery of this Eighth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, there shall be an initial issue of bonds of the Eighth Series for the aggregate principal amount of Ten Million Dollars ($10,000,000).

ARTICLE II.

Sinking Improvement Fund for Bonds of the Eighth Series.

SECTION The Company covenants that, so long as any of the bonds of the Eighth Series shall remain Outstanding, it will, on or before May 1, 1958, and on or before May 1 of each year thereafter, to and including the year 1981, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state:

(a) the greatest principal amount of all bonds of the Eighth Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Eighth Series retired prior to the date of such Officers' Certificate (i) with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or (ii) pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or (iii) pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Eighth Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of subdivision (4) of Section 69 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash (i) representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property or (ii) received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one and one-quarter per centum (1¼%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Eighth Series by virtue of compliance with all applicable provisions of the

Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Eighth Series equivalent to the amount stated in the Officers' Certificate (due on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Eighth Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Eighth Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 71 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Eighth Series shall be made the basis of the withdrawal of cash deposited under this Section and, provided further that no bonds of any series other than the Eighth

Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Eighth Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Eighth Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Eighth Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth or Seventh Supplemental Indenture shall be deemed to be Funded Cash;

(II) 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 Section 3 of the Second Supplemental Indenture and any bonds of the Third, Fourth, Fifth, Sixth or Seventh Series delivered to the Corporate Trustee pursuant to the provisions of Section 2 of the Third, Fourth, Fifth, Sixth or Seventh Supplemental Indenture, respectively, and any bonds of the Eighth 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth or Seventh Supplemental Indenture, on the basis of waivers of the right to authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3 of the Second Supplemental Indenture or of said Section 2 of the Third, Fourth, Fifth, Sixth or Seventh Supplemental Indenture, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions

of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Eighth Series purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Dividend Covenant.

SECTION 3. (I) So long as any bonds of the Eighth Series shall remain Outstanding, as defined in Section 2 of the Mortgage, clause (8) of subsection (I) of Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

(II) So long as any bonds of the Eighth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company will not declare or pay dividends on any shares of its common stock (except dividends payable solely in shares of its common stock and except the dividend of Forty-five Cents ($.45) per share declared for payment on October 1, 1952) or make any other distribution on or acquire (unless acquired without cost to the Company) any shares of its common stock

unless the provisions for depreciation and retirement of property (but excluding any provisions for amortization of any amounts included in utility plant acquisition adjustment accounts or utility plant adjustment accounts or in any accounts for similar purposes) during the period from October 1, 1952, to the date of the proposed payment of said dividends or making of such distribution or acquisition, plus earned surplus of the Company remaining:

(A) after payment of such dividends or making of such distribution or acquisition; and

(B) after deducting therefrom the remainder, if any, resulting from the following calculation:

From the earned surplus of the Company as of September 30, 1952, deduct the sum of items (1), (2), (3) and (4) below, viz.:

(1) Four Million Five Hundred Thousand Dollars ($4,500,000);

(2) An amount equal to the proceeds from the sale of common stock of the Company subsequent to September 30, 1952, except any common stock of the Company the issuance of which was applied for in an application on Form U-1 of the Company, filed August 14, 1952, with the Securities and Exchange Commission (File No. 70-2913);

(3) An amount equal to all contributions to capital subsequent to September 30, 1952 (other than any surrender of shares of capital stock whether or not for cancellation);

(4) An amount equal to all charges to earned surplus subsequent to September 30, 1952, less:

(a) charges occasioned by dividends (except dividends payable solely in shares of its common stock) on shares of its common stock;

(b) charges occasioned by dividends on shares of its preferred stock;

(c) charges occasioned by other distributions on or acquisitions of shares of its common stock; and

(d) charges to earned surplus with corresponding credits to reserves for depreciation and retirement of property or to utility plant acquisition adjustment accounts;

(C) after further deducting therefrom the cost of reacquisition of, and of capital distributions on, its common stock subsequent to September 30, 1952, but only to the extent that the same have not theretofore been deducted from earned surplus;

shall be at least equal to the aggregate of the amounts which would be required to be stated for such period in the Officers' Certificates of Maintenance by the provisions of subdivision (2) of subsection (I) of Section 39 of the Mortgage, with respect to the Company alone, less the aggregate amounts which would be stated for such period in such Officers' Certificates of Maintenance as permitted by the provisions of subdivision (3) of said subsection (I), with respect to the Company alone, including proportionate amounts calculated for any portion of the period elapsed since September 30, 1952, not theretofore included.

ARTICLE IV.

Waiver of Certain Rights.

SECTION 4. So long as any of the bonds of the Eighth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any rights which

the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth or Seventh Supplemental Indenture or Section 2 of this Eighth Supplemental Indenture or to any other credit under the Mortgage, as hereby or heretofore supplemented.

SECTION 5. So long as any of the bonds of the Eighth Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right (which right has heretofore in the Second, Third, Fourth, Fifth, Sixth and Seventh Supplemental Indentures been so surrendered and waived so long as any bonds of the Second, Third, Fourth, Fifth, Sixth and Seventh Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or fair value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under any of the provisions of the Mortgage, as heretofore supplemented, or of this Eighth Supplemental Indenture, on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 of the Second Supplemental Indenture or under Section 2 of the Third, Fourth, Fifth, Sixth or Seventh Supplemental Indenture or under Section 2 of this Eighth Supplemental Indenture.

ARTICLE V.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Eighth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Eighth Supplemental

Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 7. So long as any bonds of the Eighth Series remain Outstanding, as defined in Section 2 of the Mortgage, the covenant in subsection (II) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 8. Section 65 of the Mortgage, as heretofore amended, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Eighth Supplemental Indenture dated as of October 1, 1952", after the date "October 1, 1951".

SECTION 9. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eighth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Eighth Supplemental Indenture with 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 Eighth Supplemental Indenture.

SECTION 10. Whenever in this Eighth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns

of such party, and all the covenants and agreements in this Eighth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 11. Nothing in this Eighth 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 Eighth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Eighth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 12. This Eighth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents, and its corporate seal to be attested by one of its Assistant Secretaries, and Arthur E. Burke, one of the parties hereto of the

Signatures:

R. H. Jones, Vice President, Utah Power & Light Company

Geo. R. Corey, Secretary, " " " " "

L. M. Gannon, John M. Stuart } witnesses

E. L. Brickhouse, Vice President, Guaranty Trust Company

F.J. McGoldbrick, Assistant Secretary " " "

John F. Ross, W. E Kessler } witnesses

Arthur E. Burke, As Co-Trustee

second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By ..... *Vice-President.*

Attest: .....

Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,
As Corporate Trustee,

By ..... *Vice-President.*

Attest: .....

Assistant Secretary.

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

..... (L. S.)
As Co-Trustee.

Executed, sealed and delivered by ARTHUR E. BURKE in the presence of:

.....

.....

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 20th day of October, 1952, before me, ALICE M. POWELL, a Notary Public in and for the State of New York, County of New York, personally appeared R. H. JONES and GEO. R. COREY to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and the Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said R. H. JONES resides in Salt Lake City, Utah, and the said GEO. R. COREY resides in Salt Lake City, Utah; that they are a Vice-President and the Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

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ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-3145500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office-Queens, N. Y. & Kings
Commission Expires March 30, 1953

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 20th day of October, 1952, before me, DAVID W. CREE, a Notary Public in and for the State of New York, County of New York, personally appeared E. L. BRICKHOUSE and F. J. McGOLDRICK, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said E. L. BRICKHOUSE resides at 35-41 80th Street, in Jackson Heights, N. Y.; and the said F. J. McGOLDRICK resides at 103-09 Puritan Avenue, in Forest Hills, N. Y.; that they are a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that the signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

171

DAVID W. CREE
Notary Public, State of New York
No. 31-5854200
Qualified in New York County
Cert. filed with N. Y. County Reg.
Commission Expires March 30, 1954

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 20th day of October, 1952, before me, DAVID W. CREE, a notary public in and for the State of New York, County of New York, personally appeared ARTHUR E. BURKE, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

DAVID W. CREE
Notary Public, State of New York
No. 31-5854200
Qualified in New York County
Cert. filed with N. Y. County Reg.
Commission Expires March 30, 1954

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

GEO. R. COREY, being duly sworn, deposes and says that he is the Executive Vice-President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me, the 20th day of October, 1952.

172

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-3145500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office-Queens, N. Y. & Kings
Commission Expires March 30, 1953

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

231556

E. L. BRICKHOUSE, being duly sworn, deposes and says that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

E L Brickhouse

Subscribed and sworn to before me,
the 20th day of October, 1952.

David W. Cree

DAVID W. CREE
Notary Public, State of New York
No. 31-5864200
Qualified in New York County
Cert. filed with N. Y. County Reg.
Commission Expires March 30, 1954

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

ARTHUR E. [illegible]RKE, being duly sworn, deposes and [illegible]ys that he is one of the parti[illegible] of the second part named in the fo[illegible]going instrument, that said [illegible]strument is made in good faith to [illegible]ure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

A E Burke

Subscribed and [illegible]orn to before me,
the [illegible]0th da[illegible] October, 1952.

173

David W. Cree

DAVID W[illegible]REE
Notar[illegible] Public, Stat[illegible]f New York
No. 31-58[illegible]00
Qu[illegible]ified in New [illegible]rk County
Cert. [illegible]ed with N[illegible] County Reg.
Commission Expires [illegible]arch 30, 1954

(464)

[redacted] [redacted]

STATE OF WYOMING
FILED [redacted]
AT 10:00 A.M. 120
JAN 05 1982
188337
THYRA THOMSON
SECRETARY OF STATE

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

ARTHUR E. BURKE,

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Ninth Supplemental Indenture

Dated as of May 1, 1954

191430

RECORDED June 21 1982 8:00 AM
IN BOOK [illegible] PAGE [illegible]
FEE 13.25 Jack D Lyle COUNTY CLERK
SUBLETTE COUNTY CLERK [signature]

NINTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the first day of May, 1954, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and ARTHUR E. BURKE, whose post office address is 565 Park Avenue, New York, New York (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Ninth Supplemental Indenture) being supplemental thereto;

WHEREAS, under the Mortgage, the Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Company and all such property (except as aforesaid) thereafter acquired by the Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado, which counties include or will include all counties in which this Ninth Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired and intended to be subject to the lien thereof and for such purpose and in order to confirm the lien of the Mortgage on certain after-acquired property the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called First Supplemental Indenture), which was recorded in various counties in the State of Utah; a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called Second Supplemental Indenture); a Third Supplemental Indenture, dated as of April 1, 1948 (hereinafter called Third Supplemental Indenture); a Fourth Supplemental Indenture, dated as of May 1, 1949 (hereinafter called Fourth Supplemental Indenture); a Fifth Supplemental Indenture, dated as of October 1, 1949 (hereinafter called Fifth Supplemental Indenture); a Sixth Supplemental Indenture, dated as of October 1, 1950 (hereinafter called Sixth Supplemental Indenture); and a Seventh Supplemental Indenture, dated as of October 1, 19[illegible] hereinafter called Seventh Supplemental Indenture), which Second, Third, Fourth, Fifth, Sixth and Seventh Supplemental Indentures were recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and said supplemental indentures, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees an Eighth Supplemental Indenture, dated as of October 1, 1952 (hereinafter called Eighth Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Eighth Supplemental Indenture was recorded in counties in the States of Utah, Idaho, Wyoming and Colorado, as follows:

STATE OF UTAH

County	Date Recorded 1952	Book		Page	Filed as Chattel: Date 1952	Filed as Chattel: Book
Box Elder	11/ 1	78	of Records	516-531	11/ 1	14 C. M. Index
Cache	10/28	121	of Mortgages	119-128	10/28	Entry & Filing No. 259679
Carbon	11/ 7	18	"	93-107	11/ 7	10 C. M. Index
Davis	11/ 1	44	"	420	11/ 1	5 C. M. Index
Emery	10/28	F-17	"	285	10/28	C. M. Index
Grand	10/29	6-F	"	521-551	10/29	Entry & Filing No. 210695
Juab	11/ 6	152	"	198	11/ 6	Entry & Filing No. 84523
Morgan	11/ 6	B-9	"	580-A	11/ 6	3 C. M. Index
Rich	10/30	V	"	449-456	10/30	E C. M. Index
Salt Lake	11/ 7	965	"	185	11/ 7	Entry No. 1306212 Filing No. 96998
Sanpete	11/ 5	91	"	470	11/5	10 C. M. Index
Sevier	11/ 1	A-17	"	354-361	11/ 1	B C. M. Index
Summit	10/27	10	"	495-502	10/27	Entry & Filing No. 82285
Tooele	10/28	X	"	177-187	10/28	Entry & Filing No. 232882
Uintah	11/ 8	A-24	"	10	11/ 8	Entry No. 49904
Utah	11/ 1	611	"	59-75	11/ 1	5 C. M. Index
Wasatch	11/ 7	21	"	519-526	11/ 7	Filing No. 71662
Weber	11/ 5	403	of Records	165	11/ 5	6 C. M. Index

STATE OF IDAHO

Bannock	10/28	98	of Mortgages	325	10/28	19 C. M. Index
Bear Lake	10/29	22	"	399	10/29	D C. M. Index
Bingham	10/28	84	"	635	10/28	T C. M. Index
Bonneville	10/28	88	"	461	10/28	12 C. M. Index
Butte	11/14	10	"	643	11/14	3 C. M. Index
Caribou	10/28	32	"	341	10/28	3 C. M. Index
Clark	10/28	6	"	637	10/28	2 C. M. Index
Franklin	10/29	57	"		10/29	7 C. M.
Fremont	10/28	51	"	491-506	10/28	TZ C. M. Index
Jefferson	10/28	156	"	187-194	10/28	137 C. M. Index
Madison	10/28	177	"	61	10/28	163 C. M. Index
Oneida	10/28	20	"	229-236	10/28	J C. M.
Power	11/12	44	"	434-441	11/12	10 C. M. Index
Teton	11/ 6	76	"	93 100	11/ 6	C. M. Index

STATE OF WYOMING

Lincoln	11/ 1	8	of Photostatic Records	425-454	11/ 1	5 C. M. Index
Uinta	10/30	174	of Mortgages	1F to 29F	10/30	163 C. M. Index

STATE OF COLORADO

County	Date Recorded 1952	Book	Page
Delta	10/31	322	500
Dolores	11/ 1	75	46
Gunnison	11/ 3	291	131
LaPlata	10/31	315	474
Montrose	10/30	354	189
Ouray	10/31	148	458
San Juan	10/31	175	693
San Miguel	10/31	217	428-A

WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, 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, as supplemented, First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000), none of which are now Outstanding, First Mortgage Bonds, 2¾% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Thirty-two Million Dollars ($32,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅛% Series due 1978 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 3% Series due 1979 (hereinafter called the bonds of the Fourth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due October 1, 1979 (hereinafter called the bonds of the Fifth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due 1980 (hereinafter called the bonds of the Sixth Series) in the aggregate principal amount of Eight Million Dollars ($8,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅝% Series due 1981 (hereinafter called the

bonds of the Seventh Series), in the aggregate principal amount of Nine Million Dollars ($9,000,000), all of which are now Outstanding, and First Mortgage Bonds, 3½% Series due 1982 (hereinafter called the bonds of the Eighth Series), in the aggregate principal amount of Ten Million Dollars ($10,000,000), all of which are now Outstanding; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, 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, as heretofore supplemented; and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Guaranty Trust Company of New York and Arthur E. Burke, as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever all the following described properties of the Company:

PARAGRAPH ONE

Electric Generating Plants.

The Electric Generating Plants, Developments and Stations of the Company, including all dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, buildings, boilers, generators, machinery, poles, wires and other equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's water appropriations and water rights, reservoir, storage and flowage rights, licenses, easements, rights of way, permits, franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, including, but not limited to the following described property situated in the State of Utah:

Utah Property

(1) *Riverdale Hydroelectric Plant* (Item (11) of Paragraph One of the Mortgage)

Additional Lands:

1. A tract of land adjacent to existing Plant land located in Section 19, T. 5 N., R. 1 W., S. L. B. & M., containing 0.32 acres, being land acquired by deed dated September 24, 1949, from Geo. S. and Amy A. Thompson and recorded Oct. 17, 1949, in Book 322, page 417, in the records of the County Recorder of Weber County.

2. A tract of land adjacent to existing Plant land located in the N ½ of the NW ¼ of said Section 19, containing 0.717 acres, being land acquired by deed dated January 2, 1953, from Geo. S. and Amy A. Thompson and recorded Jan. 23, 1953, in Book 408, page 531 in the records of the County Recorder of said County.

Additional Water Rights:

1. Certificate of Appropriation of Water No. 4040, Application No. 10746, issued to the Company June 6, 1950, by the State Engineer

of Utah for 12,663 acre feet storage of the waters of Weber River with priority of Aug. 26, 1929 and recorded June 15, 1950, in Book 340, page 146 in the records of the County Recorder of said County.

(2) *Weber Hydroelectric Plant* (Item (2) of Paragraph One of the First Supplemental Indenture of the Mortgage)

Additional Water Rights:

1. Certificate of Appropriation of Water No. 3759, Application No. 10745, issued to the Company July 15, 1949, by the State Engineer of Utah for 28,040 acre feet storage of the waters of Weber River with priority of Aug. 26, 1949, and recorded July 17, 1949 in Book "Z" of Water Misc., pages 506-7 in the records of the County Recorder of Summit County.

(3) *Gadsby Steam Electric Plant*, a steam electric generating station, consisting of three Sections, No. 1 and 2, complete (No. 3 ten per cent complete), together with cooling towers, coal handling equipment, oil and pitch storage tanks, etc., situated on Jordan River in Sections 2 and 3, T. 1 S., R. 1 W., and Section 35, T. 1 N., R. 1 W., S.L.B.&M., in Salt Lake City, Salt Lake County, Utah, including, but not limited to all such lands, water rights and other property, acquired for or in connection with said plant, by and under the following deeds, recorded in the records of the County Recorder of Salt Lake County, Utah, which are hereby referred to for more particular descriptions of said lands and rights:

Additional Lands

1. Lots 8, 9, 14, and 15, Block 5, Jordan Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated Sept. 26, 1949, from Edwin and Pearl L. Whitney and recorded Oct. 27, 1949 in Book 716, page 136.

2. Lots 20, 21 and 22, Block 4, Jordan Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated Aug. 8, 1949, from Edwin and Pearl L. Whitney and recorded Oct. 27, 1949 in Book 716, page 138.

3. Lots 3 to 7 inclusive, Block 5, Jordan Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated Nov. 18, 1949, from Blair and Pearl R. Richardson and recorded Dec. 21, 1949, in Book 729, page 254.

4. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated July 2, 1951, from Jesse C. and Zelpha Hardman and recorded July 31, 1951, in Book 871, page 412.

5. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated May 16, 1951, from James and Pearl Solberg and recorded July 31, 1951, in Book 871, page 413.

6. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated Aug. 21, 1951, from John S. and Margaret S. Dudler and recorded Aug. 23, 1951, in Book 876, page 231.

7. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated Dec. 10, 1951, from Ellen Inez Eugster and recorded Dec. 13, 1951, in Book 899, page 139.

8. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated Nov. 21, 1951, from Elmer Booth and Lillian Rose Walters and recorded Jan. 10, 1952, in Book 903, page 600.

9. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated April 17, 1952, from Clarisa B. Andersen and recorded May 7, 1952, in Book 927, page 243.

10. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated April 25, 1952, from Clarisa B. Andersen and recorded May 7, 1952, in Book 927, page 244.

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11. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated May 24, 1952, from Suzana C. Westman and recorded June 5, 1952, in Book 933, page 12.

12. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated April 7, 1952, from Karl and Dorothy Kenney Reudter and recorded June 10, 1952, in Book 934, page 38.

13. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated May 27, 1952, from Zions Securities Corporation and recorded June 5, 1952, in Book 933, page 13.

14. A tract of land located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated May 12, 1952, from Erma Capp and recorded June 12, 1952, in Book 934, page 294.

15. A tract of land located in the SW ¼ of the SW ¼ of Section 35, T. 1 N., R. 1 W., S. L. B. & M., being land acquired by deed dated Nov. 19, 1948, from Earl W. and Carla L. Pinney and recorded Dec. 27, 1948 in Book 651, page 266.

16. A tract of land located in the SW ¼ of the SW ¼ of Section 35, T. 1 N., R. 1 W., S. L. B. & M., being land acquired by deed dated Sept. 16, 1949, from Earl W. and Carla L. Pinney and recorded Dec. 12, 1949, in Book 727, page 281.

17. A tract of land located in the SW ¼ of the SW ¼ of Section 35, T. 1 N., R. 1 W., S. L. B. & M., being land acquired by deed dated Sept. 21, 1949, from Blair and Pearl R. Richardson and recorded Dec. 12, 1949, in Book 727, page 280.

18. Streets and alleys in Jordan Addition to Salt Lake City located in the NW ¼ of the NW ¼ of Section 2, NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated July 6,

1950, from Salt Lake City Corporation vacating said streets and alleys and recorded in Book 788, page 179.

Water Rights:

1. An undivided ¼ interest in and to the water from a drive well located in the NE ¼ of the NE ¼ of Section 3, T. 1 S., R. 1 W., S. L. B. & M., acquired by deed dated Dec. 10, 1951, from Ellen Inez Eugster and recorded Dec. 13, 1951, in Book 899, page 141.

(4) *Carbon Steam Electric Plant,* a steam electric generating station now under construction, (twenty per cent complete), situated on Price River in Section 1, T. 13 S., R. 9 E., S. L. B. & M., in Castle Gate, Carbon County, Utah, including, but not limited to all such land, water rights and other property, acquired for or in connection with said plant, by and under the following deeds, recorded in the records of the County Recorder of Carbon and Utah Counties, Utah, which are hereby referred to for more particular descriptions of said lands and rights:

Lands

Carbon County

1. A tract of land located in the E ½ of the NW ¼ and the SW ¼ of the NE ¼ of Section 1, T. 13 S., R. 9 E., S. L. B. & M., being land acquired by deed dated May 26, 1953 from James L. White, Trustee, and Sarah White and recorded May 29, 1953 in Book 20, page 492.

Utah County

2. A tract of land located in the SW ¼ of the SE ¼ of Section 22, T. 11 S., R. 8 E., S. L. B. & M., being land acquired by lease, for the purpose of drilling a water well, dated Jan. 30, 1953, from Emma Southworth Abbott, administratrix, recorded March 6, 1953, Book 623, pages 291-3.

3. A tract of land located in the S ½ of the NW ¼ of Section 22, T. 11 S., R. 8 E., S. L. B. & M., being land acquired by deed dated May 27, 1953, from George C. and Ethel D. Jackson and recorded May 29, 1953, in Book 628, pages 346-7.

Also all other electric generating plants, developments and stations of the Company, or parts thereof, and all lands owned by the

Company acquired for or in connection with the same, and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation of the same.

PARAGRAPH TWO

Substations, Switchyards and Switchracks.

The Electric Substations, Switchyards and Switchracks of the Company, including all buildings, structures, towers, poles, underground structures, conduits, equipment, appliances and devices for transforming, converting and distributing electric energy; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public street or highway, or the public lands of the United States, or of any State, or other lands, public or private; including but not limited to, the following described property within the States of Idaho, Utah, and Wyoming.

Idaho Property

(1) *Eight Mile 44 kv Substation,* situated near Soda Springs, Caribou County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated March 16, 1949, from Hoy W. and Minnie L. Kesler and recorded March 16, 1949 in Book 12 of Deeds, page 310, in the records of the County Recorder of said County.

(2) *Ririe 44 kv Substation,* situated near Ririe, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated July 23, 1951, from Thomas R. and Telia Z. Miller and recorded July 23, 1951 in Book 153 of Deeds, page 59, in the records of the County Recorder of said County.

(3) *Ririe 44 kv Switchrack,* situated near Ririe, Jefferson County, Idaho, together with the land upon which the switchrack is located, being land acquired by deed dated August 9, 1951, from Russell and Effie Price and recorded August 10, 1951 in Book 153 of Deeds, page 60, in the records of the County Recorder of said County.

(4) *Dayton 44 kv Substation,* situated in Dayton, Franklin County, Idaho. Additional land acquired by deed dated August 27, 1951, from Verl and Helena Page and recorded August 28, 1951 in Book 47 of Deeds, page 366, in the records of the County Recorder of said County.

(5) *Arco 44 kv Substation,* situated in Arco, Butte County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated Sept. 28, 1951, from Richard H. and Bessie M. Jones and recorded Dec. 12, 1951 in Book 15 of Deeds, page 553 in the records of the County Recorder of said County.

(6) *Hamer 44 kv Substation,* situated near Hamer, Jefferson County, Idaho. Additional land acquired by deed dated Nov. 17, 1951, from William G., Rae, and Rebecca S. Woodard and recorded Nov. 19, 1951 in Book 153 of Deeds, page 81 in the records of the County Recorder of said County.

(7) *Bancroft 44 kv Substation,* situated near Bancroft, Caribou County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated June 7, 1952, from Delbert K. and Dora B. Argyle and recorded June 10, 1952 in Book 37 of Deeds, page 269 in the records of the County Recorder of said County.

(8) *Idaho Falls (New) 44 kv Substation,* situated near Idaho Falls, Bonneville County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated Oct. 24, 1952, from Fred and Mattie Koester and recorded Oct. 24, 1952 in Book 84 of Deeds, page 193 in the records of the County Recorder of said County.

(9) *Montpelier 130 kv Substation,* situated near Montpelier, Bear Lake County, Idaho.

(10) *Holbrook 44 kv Substation,* situated near Holbrook, Oneida County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated May 29, 1953, from James

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S. and Mary D. Willie and recorded June 8, 1953 in Book 29 of Deeds, page 13 in the records of the County Recorder of said County.

(11) *Osgood 44 kv Substation,* situated near Osgood, Bonneville County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated Dec. 30, 1953, from Melvin O. and Wilma K. Fielding, and recorded Dec. 31, 1953 in Book 89 of Deeds, page 345, in the records of the County Recorder of said County.

WYOMING PROPERTY

(12) *Evanston 44 kv Substation,* situated near Evanston, Uinta County, Wyoming. The certain land acquired by deed dated May 24, 1951, from Union Pacific Railroad Company and recorded July 20, 1951 in Book 178 of Deeds, page 393 in the records of the County Recorder of said County and as said land is described therein.

UTAH PROPERTY

(13) *Park City 44 kv Substation,* situated in Park City, Summit County, Utah. Additional land acquired by deed dated June 2, 1949, from The Denver and Rio Grande Western Railroad Company and recorded July 12, 1949 in Book H of Q. C. D., page 357, in the records of the County Recorder of said County.

Also additional land acquired by deed dated March 16, 1950, from Union Pacific Railroad Company and recorded April 10, 1950 in Book H of Q. C. D., pages 404-405 in the records of the County Recorder of said County.

Also additional land acquired by deed dated Nov. 4, 1950, from Preston W. and Ruth B. Parkinson and recorded Dec. 18, 1950 in book H of Q. C. D., page 453, in the records of the County Recorder of said County.

(14) *Morgan 44 kv Substation,* situated in Morgan City, Morgan County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Sept. 12, 1949, from Richard T. and [illegible]a H. Fry and recorded Sept. 12, 1949 in Book P, page 394 in the records of the County Recorder of said County.

(15) *Draper 44 kv Substation,* situated near Draper, Salt Lake County, Utah, together with the land upon which the substation is

located, being land acquired by deed dated Oct. 19, 1949 from Richard T. and Annie C. Withers and recorded Oct. 21, 1949 in Book 715, page 17, in the records of the County Recorder of said County.

(16) *Lindon 44 kv Substation,* situated near Lindon, Utah County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Dec. 29, 1949, from Kenneth E. and Joan L. Harris and recorded Dec. 29, 1949 in Book 535 of Deeds, page 69 in the records of the County Recorder of said County.

(17) *Dragerton 44 kv Substation,* situated in Dragerton Subdivision, Carbon County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Aug. 8, 1949, from John W. Galbreath and recorded May 10, 1950 in Book 5-Y, pages 73 to 75 in the records of the County Recorder of said County.

(18) *Coalville 44 kv Substation,* situated near Coalville, Summit County, Utah. Additional land acquired by deed dated Sept. 1, 1950, from Mark A. and Kathryn Matley and recorded Sept. 1, 1950 in Book J of W. D., page 567, in the records of the County Recorder of said County.

(19) *Oakland Avenue 44 kv Substation,* situated in South Salt Lake, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Aug. 14, 1950, from Clarence M. and Virginia M. Maurer and recorded Aug. 16, 1950 in Book 790, page 341 in the records of the County Recorder of said County.

(20) *McClelland 44 kv Substation,* situated in Salt Lake City, Salt Lake County, Utah. Additional land acquired by deed dated June 3, 1950, from Warren W. and Eva W. McGuire and recorded Sept. 12, 1950 in Book 797, page 161 in the records of the County Recorder of said County.

(21) *Deweyville 44 kv Substation,* situated in Deweyville, Box Elder County, Utah, together with the land upon which the substation is located, being land acquired by deed dated July 2, 1951, from Box Elder County, Utah, and recorded July 6, 1951, in Book 60 of Deeds, page 66 in the records of the County Recorder of said County.

(22) *Rose Park 44 kv Substation,* situated in Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation

is located, being land acquired by deed dated Aug. 28, 1951, from William T. Geurts, Freda R. Geurts, Theodore I. Geurts and Fayette P. Geurts and recorded Sept. 8, 1951 in Book 879, page 217, in the records of the County Recorder of said County.

(23) *Ogden East Bench 44 kv Substation,* situated in Ogden City, Weber County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Sept. 10, 1951, from Roman Catholic Bishop of Salt Lake City, a Corporation Sole, and recorded Oct. 29, 1951 in Book 377, page 222, in the records of the County Recorder of said County; also by deed dated Sept. 26, 1951, from Ogden City, a Municipal Corporation, of the State of Utah and recorded Oct. 29, 1951 in Book 377, page 224, in the records of the County Recorder of said County.

(24) *Smithfield 44 kv Switchrack,* situated near Smithfield, Cache County, Utah, together with the land upon which the switchrack is located, being land acquired by deed dated October 31, 1951, from Albert and Lauretta F. McCann and recorded Nov. 1, 1951 in Book 91 of Deeds, page 575, in the records of the County Recorder of said County.

(25) *Beaver Dam Substation,* situated near Beaver Dam, Box Elder County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Dec. 8, 1951, from Clark S. and Ollie M. Bowen and recorded Jan. 11, 1952 in Book 60 of Deeds, page 430 in the records of the County Recorder of said County.

(26) *Clearfield 44 kv Substation,* situated near Clearfield, Davis County, Utah, together with the land upon which the substation is located, being land acquired by deed dated Aug. 12, 1952, from Beth Vincent and recorded Sept. 16, 1952 in Book 42, page 477 in the records of the County Recorder of said County.

(27) *1 South Street 44 kv Substation,* situated in Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated July 19, 1952, from Dooly Block Inc., and recorded July 21, 1952 in Book 942, page 2[illegible] in the records of the County Recorder of said County.

(28) *Woods Cross 44 kv Substation,* situated in Woods Cross, Davis County, Utah. Additional land acquired by deed dated April 3, 1953, from Isaac C. and Daisy Ferguson and recorded April 25, 1953 in Book 51, page 186, in the records of the County Recorder of said County.

(29) *Taylorsville 44 kv Substation,* situated near Taylorsville, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated April 9, 1953, from Joseph E. and Delta C. Blake and recorded April 10, 1953 in Book 998, page 468 in the records of the County Recorder of said County.

(30) *Bear River 44 kv Substation,* situated near Garland, Box Elder County, Utah, together with the land upon which the substation is located, being land acquired by deed dated June 22, 1953, from Virgil Ray Carter and recorded July 17, 1953 in Book 83, page 406, in the records of the County Recorder of said County.

(31) *Mapleton 44 kv Substation,* situated near Mapleton, Utah County, Utah, together with the land upon which the substation is located, being land acquired by deed dated September 11, 1950, from Bert and Sadie N. Whiting and recorded October 13, 1950, in Book 567, pages 180 and 181 in the records of the County Recorder of said County.

(32) *Midway 44 kv Switchrack,* situated near Midway, Wasatch County, Utah, together with the land upon which the substation is located, being land acquired by deed dated July 14, 1953, from Joseph E. and Garnet W. Probst and recorded July 15, 1953 in Book 24 of Deeds, page 261, in the records of the County Recorder of said County.

(33) *Gadsby 44 kv Switchyard,* situated on Gadsby Steam Electric Plant property in Section 3, T. 1 S., R. 1 W., S. L. B. & M., in Salt Lake City, Salt Lake County, Utah.

(34) *Grantsville Substation,* situated in Grantsville, Tooele County, Utah, together with the land upon which the substation is located, being land acquired by deed dated November 16, 1953 from H. LeRoy and Lucile J. Sutton, and recorded Nov. 18, 1953 in Book F of Deeds, page 159, in the records of the County Recorder of said County.

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(35) *Lake Point 44 kv Switchrack and Substation,* situated on American Smelting and Refining Company property near Garfield in Tooele County, Utah.

(36) *Springville 44 kv Sectionalizing Switchrack,* situated on United States Steel Company, Columbia-Geneva Steel Division property near Ironton, Utah County, Utah.

(37) *Second Street 44 kv Substation,* situated in Ogden, Weber County, Utah, together with the land upon which the substation is located, being land acquired by deed dated June 6, 1952, from J. Francis and Nettie W. Fowles and recorded Aug. 27, 1952 in Book 397, page 422 in the records of the County Recorder of said County; also by deed dated Dec. 3, 1952, from J. Francis and Nettie W. Fowles and recorded Dec. 3, 1952 in Book 405, page 270 in the records of the County Recorder of said County.

(38) *Riter 44 kv Substation,* situated near Riter, Salt Lake County, Utah. Additional land acquired by deed dated June 3, 1952, from Louise Bouck Turner and recorded June 5, 1952 in Book 933, page 14 in the records of the County Recorder of said County.

(39) *Roy 132 kv Switchrack,* situated near Roy, Weber County, Utah. Additional land acquired by deed dated Aug. 11, 1952, from Milo P. and Lavon C. Peterson and recorded Aug. 27, 1952, in Book 397, page 423 in the records of the County Recorder of said County.

(40) *Lincoln 44 kv Substation,* situated in Ogden, Weber County, Utah. Additional land acquired by deed dated Dec. 2, 1952, from Bamberger Railroad Company and recorded May 14, 1953 in Book 417, page 366, in the records of the County Recorder of said County.

(41) *Pioneer Pipe Line 44 kv Switchrack,* situated near Woods Cross, Davis County, Utah, together with the land upon which the switchrack is located, being land acquired by deed dated Feb. 7, 1953, from Elmer M. and Frances B. Moss and recorded Feb. 26, 1953 in Book 49, page 99 in the records of the County Recorder of said County.

Also all other electric substations, switchyards and switchracks, owned by the Company, and all lands of the Company upon which the same are situated, and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with

all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any state or other lands, public or private.

PARAGRAPH THREE

Transmission Lines.

The Electric Transmission Lines of the Company, including all towers, poles, pole lines, transformers, wires, switchracks, insulators and other appliances and equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across, or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private, including, but not limited to, the following property situated in the States of Idaho, Utah and Wyoming:

In the States of Wyoming and Utah:

(1) *San Francisco Chemical Mine Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Lincoln County, Wyoming and Rich County, Utah, extending from a point in the Company's Lifton-Leefe 44 kv Transmission Line in a southwesterly direction to the San Francisco Chemical Company's Substation.

In the State of Idaho:

(2) *Goshen-R. T. S. Transmission Line,* a 132 kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line, in Bingham and Butte Counties, Idaho, extending from the Company's Goshen Substation in a general northwesterly direction to the Customer's substation.

(3) *Oneida-Montpelier Transmission Line,* a 130 kv, suspension type insulator, single circuit, double wood pole "H" frame type trans-

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mission line in Franklin and Bear Lake Counties, Idaho, extending from the Company's Oneida switchyard in a general easterly direction to the Company's Montpelier 130 kv Substation.

(4) *Soda-Monsanto Transmission Line,* a 130 kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line, in Caribou County, Idaho, extending from the Company's Soda Switchyard in a general easterly direction to the Customer's substation.

(5) *Merrill Pump Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Bonneville County, Idaho, extending from a point in the Company's Idaho Falls-Menan 44 kv Transmission Line in a westerly direction to Customer's substation.

(6) *Montpelier Substation Loop,* two 44 kv pin type insulator, single circuit, single wood pole type transmission lines in Bear Lake County, Idaho, extending from a point in the Company's Grace-Lifton 44 kv Transmission Line in a northwesterly direction to the Company's 130 kv Montpelier Substation.

(7) *Ririe Substation Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Jefferson County, Idaho, extending from the Company's Ririe 44 kv Switchrack in an easterly direction to the Company's Ririe Substation.

(8) *Malad-Juniper Transmission Line,* a 44 kv pin type insulator, single circuit, single wood pole type transmission line in Oneida County, Idaho, extending from the Company's Malad Substation in the Wheelon-American Falls 130 kv Transmission Line in a westerly direction to Salt Lake Pipe Line Company Substation.

(9) *Arco Substation Relocation,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Butte County, Idaho, extending from a point in the Company's St. Anthony-Arco 44 kv Transmission Line, Arco-Howe Section, in a general northwesterly and easterly direction to the Company's Arco Substation.

(10) *Goshen-Idaho Falls No. 2 Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Bingham and Bonneville Counties, Idaho, extending from the Company's Goshen Substation in a general northeasterly direction to the Company's Idaho Falls Substation.

(11) *Bancroft Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Caribou County, Idaho, extending from a point in the Company's Lund Tap, Grace-McCammon 44 kv Transmission Line in a general northerly direction to the Company's Bancroft Substation.

(12) *Idaho Falls City Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Bonneville County, Idaho, extending from the Company's New Idaho Falls Substation in a northwesterly direction to Idaho Falls City Substation.

(13) *North Monteview Substation Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Jefferson County, Idaho, extending from a point in the Company's Monteview-Arco 44 kv Transmission Line, Monteview-Howe Section, in a northerly direction to the Company's North Monteview Substation.

(14) *Scoville-Arco Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Butte County, Idaho, extending from R. T. S. Central Substation and Switchyard in a general northwesterly direction to the Company's substation at Arco, Idaho.

IN THE STATE OF UTAH:

(15) *Riverdale No. 2 130-kv Tap,* a 130 kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Weber County, Utah, extending from the Company's Roy Switchrack in the Grace-Terminal 130 kv Steel Tower Transmission Line, in a general southeasterly direction to the Company's Riverdale Substation.

(16) *Lark Tap,* a 44 kv, pin type insulator, single circuit, single wood pole transmission line in Salt Lake County, Utah, extending from a point in the Company's Jordan Narrows-Bingham No. 2 44-kv Transmission Line, in a general northeasterly direction to Utah Construction Company's Substation.

(17) *Coal Creek Tap,* a 44 kv, pin type insulator, single circuit, single wood pole transmission line in Carbon County, Utah, extending from a point in the Company's Kenilworth-Sunnyside 44 kv Transmission Line in a general northerly direction to Customer's Coal Mine Substation.

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(18) *Book Cliffs Coal Mine Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from a point in the Company's 44 kv Geneva Mine Tap of the Sunnyside-Green River-Sego 44 kv Transmission Line, in a southwesterly direction to Customer owned substation at the Book Cliff Coal Mine.

(19) *Utah State Prison Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Jordan Narrows Switchrack in the Company's Olmsted-American Fork-Jordan Narrows 44 kv Transmission Line, in a general northeasterly direction to Customer's substation at the Utah State Prison.

(20) *U. S. Fuel Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from a point in the Company's Hiawatha-Huntington 44 kv Transmission Line in a southwesterly direction to Company's substation.

(21) *Frank P. Jensen Salt Refinery Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Tooele County, Utah, extending from a point in the Company's Terminal-Salt Works-International 44 kv Transmission Line in a general westerly direction to Company's substation at the Frank P. Jensen Salt Refinery.

(22) *Powell Coal Mine Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from a point in the Company's 44 kv Coal Creek Tap of the Kenilworth Sunnyside 44 kv Transmission Line in a general northerly and westerly direction to Customer's switchrack at Powell Coal Mine.

(23) *Richmond Substation Tap Lines,* two 44 kv, pin type insulator, single circuit, single wood pole type transmission lines in Cache County, Utah, one extending from the Company's Grace-Hyrum West 44 kv Transmission Line in a westerly direction and the other extending from the Company's Grace-Logan East 44 kv Transmission Line in a westerly direction to the Company's Richmond Substation

(24) *Helper-Columbia No. 2 Transmission Line,* a 44 kv, suspension type insulator, single circuit, double wood pole type transmission line (5.51 miles) and pin type insulator, single circuit, single wood pole type transmission line (25.35 miles) in Carbon County, Utah, extending from

the Company's Helper Substation in a general southeasterly direction to the Company's Columbia Switchrack.

(25) *Filtrol Corporation Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Redwood Switchrack-Industrial Center, South 44 kv Transmission Line in a westerly direction to Customer's switchrack.

(26) *Tooele-Dugway Transmission Line,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Tooele County, Utah, extending from the Company's Tooele Substation in a general southwesterly and westerly direction to Customer's substation at Dugway Proving Grounds.

(27) *Oakland Avenue Substation Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Salt Lake City Pumping Tap in the Gadsby-Southeast No. 1 44 kv Transmission Line, in a westerly direction to the Company's Oakland Avenue Substation.

(28) *Kaiser Coal Mine Tap Extension,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from the Customer's old switchrack in a general easterly direction to Customer's new substation.

(29) *Calera Mining Company Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Lake Point Switchrack in a northwesterly direction to Customer's substation.

(30) *Cutler-Smithfield No. 2 Transmission Line,* a 44 kv, suspension type insulator, single circuit, double wood pole "H" frame 130 kv type transmission line in Box Elder and Cache Counties, Utah, extending from the Company's Cutler Switchrack in a general easterly direction to the Company's Smithfield Switchrack in the Grace-Logan East 44 kv Transmission Line.

(31) *Commercial Shearing and Stamping Company Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Filtrol Corporation 44 kv Tap in the Redwood Switchrack-

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Industrial Center, South 44 kv Transmission Line in a northerly direction to Customer's Switchrack.

(32) *Phillips Petroleum Company Tap,* a 44 kv, suspension type insulator, single circuit, single wood pole type transmission line in Davis County, Utah, extending from a point in the Company's Wasatch Oil Refining Company Tap Line in a general westerly and northerly direction to the Company's Substation at the Phillips Petroleum Company.

(33) *Cutler-Smithfield No. 1 Transmission Line,* a 44 kv, post type insulator, single circuit, single wood pole type transmission line in Cache County, Utah, extending from the Company's old Smithfield Switchrack in a northeasterly direction to the Company's new Smithfield Switchrack.

(34) *Amalga Substation Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Cache County, Utah, extending from a point in the Company's Cutler-Smithfield No. 2 44 Kv transmission line in a southerly direction to the Company's Amalga Substation.

(35) *Ironton Tap,* a 44 Kv, pin type insulator, single circuit, single wood pole type transmission line in Utah County, Utah, extending from the Company's Olmsted-Santaquin No. 2 44 Kv, Olmsted-Springville Section, Transmission Line in a general southwesterly direction to the Company's Springville Sectionalizing Switchrack at the United States Steel Company, Columbia-Geneva Steel Division (Ironton) Plant.

(36) *Rose Park Substation Tap,* a 44 Kv, pin and post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Jordan-Northeast-McClelland 44 Kv Transmission Line in an easterly direction to the Company's Rose Park Substation.

(37) *Gadsby-Jordan No. 1 Tie Line,* a 44 Kv, suspension type insulator, double circuit, steel tower type transmission line in Salt Lake County, Utah, extending from the Company's Gadsby Switchyard in an easterly direction to the Company's Jordan Steam Electric Station Switchrack.

(38) *Gadsby-Jordan No. 2 Tie Line,* a 44 Kv suspension type insulator, single circuit, steel tower, double wood pole and single wood

pole type transmission line in Salt Lake County, Utah, extending from the Company's Gadsby Switchyard in an easterly direction to the Company's Jordan Steam Electric Station Switchrack.

(39) *Riverdale-Lincoln No. 2 Transmission Line,* a 44 Kv, post type insulator, single wood pole and double wood pole type transmission line in Weber County, Utah, extending from the Company's Riverdale Switchrack in a general northerly direction to the Company's Lincoln Substation.

(40) *Utah Sand and Gravel Company Tap,* a 44 Kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Terminal-International 44 Kv Transmission Line in a general southwesterly direction to Customer's Substation.

(41) *United States Steel Company, Columbia-Geneva Steel Division Tap,* a 44 Kv, pin and post type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from a point in the Sunnyside-Green River-Sego 44 Kv Transmission Line in a general easterly direction to Customer's Substation.

(42) *Terminal-Lake Point, Magna-Garfield Wood Tower Section, Transmission Line,* a 44 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Salt Lake County, Utah, extending from a point in the Company's Terminal-Magna Steel Tower 44 Kv Transmission Line in a general westerly direction to the Company's Sectionalizing Switchrack near Garfield.

(43) *Terminal-Lake Point, Garfield-Lake Point Wood Pole Section, Transmission Line,* a 44 Kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake and Tooele Counties, Utah, extending from the Company's Sectionalizing Switchrack at Garfield in a general southwesterly direction to the Company's Lake Point Switchrack.

(44) *Terminal-International, Lake Point-Jensen Wood Tower Section Transmission Line,* a 44 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Tooele County, Utah, extending from the Company's Lake Point Switchrack in a general southwesterly and southerly direction to the Company's

Jensen Switchrack in the Terminal-International 44 Kv Transmission Line.

(45) *Gadsby-Southeast No. 2 Transmission Line,* a 44 Kv, post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Gadsby Switchyard in a general southerly and easterly direction to the Company's Southeast Substation.

(46) *Price Substation Tap,* a 44 Kv, pin type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from a point in the Company's Helper-Columbia No. 2 44 Kv Transmission Line in a general southwesterly direction to the Company's Price Substation.

(47) *Pioneer-Second Street Substation-Utah General Supply Depot Transmission Line,* a 44 Kv, post type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from a point in the Company's Pioneer-Cutler, Pioneer-Brigham City Section, 44 Kv Transmission Line in a westerly direction through the Company's Second Street Substation to a point in the Company's Utah General Supply Depot Tap in the Pioneer-Lincoln 44 Kv Transmission Line.

(48) *Price City Corporation Tap,* a 44 Kv, post type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from a point in the Company's Price Substation Tap in the Helper Columbia No. 2 44 Kv Transmission Line in a northerly direction to Price City Corporation Substation.

(49) *Riverdale-Clearfield Transmission Line,* a 44 Kv, post and suspension type insulator, single circuit, single wood pole and double wood pole "H" frame type transmission line in Weber and Davis Counties, Utah, extending from the Company's Riverdale Substation in a general southwesterly direction to the Company's Clearfield Substation.

(50) *Pioneer Pipe Line Company Tap,* a 44 Kv, pin type insulator, single circuit, single wood pole type transmission line in Davis County, Utah, extending from a point in the Company's Pioneer-Gadsby Steel

Tower 44 Kv Transmission Line in an easterly and northerly direction to Customer's Substation.

(51) *Western States Refining Company Tap,* a 44 Kv, pin type insulator, single circuit, single wood pole type transmission line in Davis County, Utah, extending from a point in the Company's Pioneer-Gadsby Steel Tower 44 Kv Transmission Line in a general southerly direction to Customer's Substation.

(52) *Lark Substation Tap,* a 44 kv, pin and post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Jordan Narrows-Bingham No. 1 Transmission Line in a northwesterly direction to the Company's Lark Substation.

(53) *Lark Substation-United States Smelting, Refining and Mining Company Substation Tie Line,* a 44 Kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Lark Substation to the United States Smelting, Refining and Mining Company's Substation.

(54) *Garfield Tap,* a 44 Kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Terminal-Lake Point, Magna-Garfield Wood Tower Section, 44 Kv Transmission Line in a general southeasterly direction to the A. S. & R. Co. Garfield Substation.

(55) *Crescent Junction-Moab Transmission Line,* a 44 Kv, pin type insulator, single circuit, single wood pole type transmission line in Grand County, Utah, extending from the Company's Crescent Junction Switchrack, in the Helper-Sego 44 Kv Transmission Line, in a general southeasterly direction to the Company's Moab Substation.

(56) *Fort Douglas Tap Extension,* a 44 Kv, suspension and pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's McClelland-Southeast 44 Kv Transmission Line in a northwesterly direction to the United States Government Switchrack.

(57) *Midway Switchrack Tap,* two 44 Kv, pin type insulator, single circuit, single wood pole type transmission lines in Wasatch County,

Utah, extending from points in the Company's Olmsted-Park City 44 Kv Transmission Line in a northeasterly direction and an easterly direction to the Company's Midway Switchrack.

(58) *Provo City Tap Lines,* two 44 kv, pin type insulator, single circuit, single wood pole type transmission lines in Utah County, Utah, extending from a point in the Company's Olmsted-Santaquin 44 kv No. 2 Transmission Line in a westerly direction and extending from a point in the Company's Olmsted-Santaquin 44 kv No. 1 Transmission Line in a westerly and northerly direction to the Company's Provo City Switchrack.

(59) *Western Phosphate Company Tap Lines,* two 44 kv, pin type insulator, single circuit, single wood pole type transmission lines in Salt Lake County, Utah, extending from a point in the Company's Terminal-Magna-Lake Point, Magna-Garfield Section, 44 kv Transmission Line in a general northerly direction and from a point in the Company's Terminal-International 44 kv Transmission Line in a southeasterly direction to the Company's Substation and a 44 kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's substation in a northeasterly direction to the Western Phosphate Company Substation.

(60) *Colton Substation Tap,* a 44 kv, pin type insulator, single circuit, single wood pole type transmission line in Wasatch County, Utah, extending from the Company's Colton Switchrack, in the Spanish Fork-Helper No. 2 44 kv Transmission Line, in a general southwesterly direction to the Company's Colton Substation.

Also all extensions, branches and taps of said transmission lines or any of them; and all other transmission lines of the Company, and all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private.

PARAGRAPH FOUR

Distribution Lines and Systems.

The Electric Distribution Lines and System of the Company, including all towers, poles, pole lines, wires, switchracks, transformers, insulators, underground conduits and ducts, meters and appurtenances, appliances, devices and equipment, and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any State, or other lands, public or private, including, but not limited to, all of the Company's right, title and interest in and to:

The Electric distribution lines and systems of the Company as constructed and equipped in or near the communities, villages, towns, cities and counties enumerated in paragraph seven of this Ninth Supplemental Indenture. Also all Rural Electric distribution lines and systems of the Company in any of the Counties of Idaho and Utah enumerated in said paragraph seven.

Also all extensions, branches and taps of said distribution lines and systems; and all other distribution lines and systems of the Company; and all lands owned by the Company upon which the same are situated; and all other property of the Company, real, personal, or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States or of any State, or other lands, public or private.

PARAGRAPH FIVE

Telephone Lines.

The Telephone Lines of the Company, including all poles, pole lines, wires, structures, insulators, hardware, ground wires, supports and other appliances and apparatus, and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal, or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State or other lands public or private.

Also all extensions, branches and taps of said telephone lines or any of them; and all other telephone lines of the Company, and all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private.

PARAGRAPH SIX

Federal Licenses and Rights of Way.

The licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest, by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, switchracks, and other property

forming a part thereof or appertaining thereto, including, but not limited to, all of the Company's right, title and interest in and to the following Licenses and Permits which cover the use and occupancy of certain lands of the United States used in connection with the Company's plants and lines as indicated:

ELECTRIC GENERATING PLANTS.

(1) Weber Plant, Federal Power Commission License Project 1744-Utah, Amendment of Plans, issued June 3, 1949.

(2) Olmsted Plant, Federal Power Commission License Project 596-Utah, Amendment of Plans, issued April 26, 1951.

(3) Battle Creek Plant, Federal Power Commission License Project 675-Utah, Renewal of License, issued September 4, 1952.

(4) Upper American Fork Plant, Federal Power Commission License Project 696-Utah, Amendment of Plans, issued May 5, 1953.

TRANSMISSION, DISTRIBUTION AND TELEPHONE LINES.

(5) Canyon Rim 7.2 kv Line, Department of the Interior, Bureau of Reclamation Permit No. 14-06-400-4, issued July 29, 1952, expires July 29, 2002.

(6) J. W. Boyden Boat Camp, Department of the Interior, Bureau of Reclamation Permit No. 14-06-400-22, issued November 17, 1952, expires November 17, 2002.

(7) U. S. Knight Landing Field Beacon 7.2 Kv Line, Department of the Interior Grant Evanston, Wyoming, Serial No. 024474, issued January 9, 1953, expires January 9, 2000.

(8) Aspen Tunnel 12.5 Kv Line, Department of the Interior Grant Evanston, Wyoming, Serial No. 024065, issued January 12, 1950, expires January 12, 2000.

(9) Lifton-Leefe 44 Kv Line, Department of the Interior Grant Blackfoot, Idaho, Serial No. 056238, Salt Lake City, Utah, Serial No. 069022 and Evanston, Wyoming, Serial No. 024772, issued January 17, 1950, expires January 17, 2000.

(10) Dean and Hansen 7.2 Kv Line, Department of the Interior Grant Evanston, Wyoming, Serial No. 025716, issued May 17, 1950, expires May 17, 2000.

(11) Goshen-Arco-A. E. C. 130 Kv Line, Department of the Interior Grant Serial Idaho 0881, issued May 24, 1950, expires May 24, 2000.

(12) Spanish Fork-Santaquin 44 Kv Line, Department of the Interior Grant Serial Salt Lake City 070239, issued August 1, 1950, expires December 31, 2000.

(13) U. S. Bear River Migratory Bird Refuge 7.2 Kv Line, Department of the Interior Grant Serial Salt Lake City 070260, issued August 1, 1950, expires December 31, 2000.

(14) Richards and Hanson Coal Company, McC[illegible]less and Henry Coal Company and Clara Miller Coal Company 12.5 [illegible]v Lines, Department of the Interior Grant Serial Salt Lake City 0662[illegible]4, issued August 17, 1950, expires December 31, 2000.

(15) Carbon County Railway Company Shops 12.5 Kv Line, Department of the Interior Grant Serial Salt Lake City 069832, issued August 17, 1950, expires December 31, 2000.

(16) Santaquin-Mona 44 Kv Line, Department of the Interior Grant Serial Salt Lake City 068361, issued September 21, 1950, expires December 31, 2000.

(17) Clyde and Powell Coal Mines 44 Kv Tap Line, Department of the Interior Grant Serial Salt Lake City 071537, issued September 21, 1950, expires December 31, 2000.

(18) Deseret Coal Mine 12.5 Kv Line, Department of the Interior Grant Serial Salt Lake City 069896, issued October 10, 1950, expires December 31, 2000.

(19) Helper-Columbia No. 2 44 Kv Line, Department of the Interior Grant Serial Utah 02283, issued November 1, 1950, expires December 31, 2000.

(20) W[illegible] Oviatt 7.2 Kv Line, Department of the Interior Grant Serial Utah 0[illegible]96, issued November 1, 1950, expires December 31, 2000.

(21) Riverdale-Weber-Devils Slide 44 Kv Line, Department of the Interior Grant Serial Salt Lake City 068727, issued November 1, 1950, expires December 31, 2000.

(22) Owsley Canal Company 12.5 Kv Line, Department of the Interior Grant Serial Idaho 01604, issued December 1, 1950, expires December 31, 2000.

(23) R. Allred, et al, 7.2 Kv Line, Department of the Interior Grant Serial Utah 02305, issued January 2, 1951, expires December 31, 2001.

(24) Tooele-Dugway Proving Grounds 44 Kv Line, Department of the Interior Grant Serial Utah 02933, issued February 26, 1951, expires December 31, 2001.

(25) Leland Page 12.5 Kv Line, Department of the Interior Grant Serial Idaho 01759, issued April 1, 1951, expires April 1, 2001.

(26) Scoville-Arco 44 Kv Line, Department of the Interior Grant Serial Idaho 02009, issued June 15, 1951, expires June 15, 2001.

(27) Jefferson Irrigation Company 12.5 Kv Line, Department of the Interior Grant Serial Idaho 01334, issued July 1, 1951, expires July 1, 2001.

(28) Hawley Pumps 12.5 Kv Line, Department of the Interior Grant Serial Idaho 01335, issued July 1, 1951, expires July 1, 2001.

(29) Eichmeier Pump 12.5 Kv Line, Department of the Interior Grant Serial Idaho 01332, issued July 1, 1951, expires July 1, 2001.

(30) King Pump 12.5 Kv Line, Department of the Interior Grant Serial Idaho 01333, issued July 1, 1951, expires July 1, 2001.

(31) American Telephone and Telegraph Company Stansbury Island Television Tower 7.2 Kv Line, Department of the Interior Grant Serial Utah 02585, issued October 1, 1951, expires December 31, 2001.

(32) Kaiser Company Coal Mine 44 Kv Tap Line, Department of the Interior Grant Serial Utah 04263, issued October 2, 1951, expires December 31, 2001.

(33) Cutler-Smithfield No. 2 44 Kv Line, Department of the Interior Grant Serial Utah 05069, issued October 19, 1951, expires December 31, 2001.

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(34) Soda-Monsanto 130 Kv Line, Department of the Interior Grant Serial Idaho 02362, issued November 15, 1951, expires November 15, 2001.

(35) Lavar Atwood 7.2 Kv Line, Department of the Interior Grant Serial Salt Lake City 071947, issued January 1, 1952, expires December 31, 2002.

(36) Turner Brothers 7.2 Kv Line, Department of the Interior Grant Serial Utah 05732, issued January 10, 1952, expires December 31, 2002.

(37) Book Cliff Coal Mine 44 Kv Line, Department of the Interior Grant Serial Utah 0335, issued February 5, 1952, expires December 31, 2002.

(38) United States Steel Company, Columbia-Geneva Steel Division 44 K[illegible] Line, Department of the Interior Grant Serial Utah 06740, issued M[illegible] 1, 1952, expires December 31, 2002.

(39) Western Pacific Railroad Company, et al, 12.5 Kv Line, Department of the Interior Grant Serial Utah 07965, issued November 13, 1952, expires December 31, 2002.

(40) Medicine Lodge 7.2 Kv Line Addition, Department of the Interior Grant Serial Idaho 0632, issued January 1, 1953, expires January 1, 2003.

(41) Little Lost River 12.5 Kv Line, Department of the Interior Grant Serial Idaho 02852, issued March 19, 1953, expires March 19, 2003.

(42) Wilding and Drennan 12.5 Kv Line, Department of the Interior Grant Serial Idaho 03666, issued March 19, 1953, expires March 19, 2003.

(43) Medicine Lodge Creek 7.2 Kv Line Amended, Department of the Interior Grant Serial Blackfoot 055695, issued March 20, 1953, expires March 20, 2003.

(44) K. S. L.-T. V. 12.5 Kv Line, Department of the Interior Grant Serial Utah 08377, issued March 23, 1953, expires December 31, 2003.

(45) Weber Basin Project-Gateway Tunnel 2300 Volt Line, Department of the Interior Grant Serial Utah 09393, issued June 22, 1953, expires December 31, 2003.

(46) Crescent Junction-Moab 44 Kv Line, Department of the Interior Grant Serial Utah 09546, issued July 17, 1953, expires December 31, 2003.

(47) The following lines included by application to the Interior Department:

Thomas Wagoner Pump No. 4 12.5 Kv Line—B-056273.
Bruce Rising Pump 12.5 Kv Line—B-056373.
Thomas Wagoner Pump No. 5 & 6 12.5 Kv Line—I-0680.
Thomas Wagoner Pump No. 7 & 8 12.5 Kv Line—I-02071.
Malad-Juniper 44 Kv Line—I-02297.
Little Land and Livestock Company 12.5 Kv Line—I-02373.
Orville Nickolson 12.5 Kv Line—I-03308.

(48) N. R. Jackson, et al Summer Homes 2300 volt Line, Department of Agriculture—Forest Service Grant, issued September 19, 1949, expires September 19, 1999.

(49) Oneida-Montpelier 130 kv Line, Department of Agriculture—Forest Service Grant, issued October 1, 1949, expires October 1, 1999.

(50) Emergency Shelter Cabin, Department of Agriculture—Forest Service Grant, issued November 2, 1949, expiration date indeterminate.

(51) J. W. Goodman 6.9 kv Line, Department of Agriculture—Forest Service Grant, issued August 13, 1951, expires August 13, 2001.

(52) McDonald et al 6.9 kv Line, Department of Agriculture—Forest Service Grant, issued September 23, 1951, expires September 23, 2001.

(53) Porter Fork, Mill Creek Canyon Summer Homes 2300 volt Line, Department of Agriculture—Forest Service Grant, issued September 23, 1951, expires September 23, 2001.

(54) Salt Lake City Winter Sports Association, New Wasatch Ski Lift 11 kv Line, Department of Agriculture—Forest Service Grant, issued November 10, 1951, expires November 10, 2001.

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(55) United States Department of Commerce Beacon Light No. 25 and American Telephone and Telegraph Company Repeater Station 11 kv Line, Department of Agriculture—Forest Service Grant, issued November 10, 1951, expires November 10, 2001.

(56) Little Mountain Ski Area 12.5 kv Line, Department of Agriculture—Forest Service Grant, issued December 1, 1951, expires December 1, 2001.

(57) Myrtle Fehr et al Summer Homes 2400 volt Line, Department of Agriculture—Forest Service Grant, issued December 1, 1951, expires December 1, 2001.

(58) Co-operative Telephone Permit, Department of Agriculture —Forest Service Grant, issued January 1, 1952, expiration date indeterminate.

(59) American Telephone and Telegraph Company, Pratts Pass Television Tower 7.2 kv Line, Department of Agriculture — Forest Service Grant, issued January 1, 1952, expires January 1, 2002.

(60) Civil Aeronautics Administration Beacon Light 7.2 kv Line, Department of Agriculture—Forest Service Grant, issued February 1, 1953, expires February 1, 2003.

(61) Mill "D" Summer Homes 7.2 kv Line, Department of Agriculture—Forest Service Grant, issued August 1, 1953, expires August 1, 2003.

Also all other licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, or switchracks and other property forming a part thereof or appertaining thereto.

PARAGRAPH SEVEN

Franchises.

The Franchises of the Company, including all franchises, licenses, privileges, permits, grants and consents for the construction, maintenance and operation of electric transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto which have been granted to the Company or its predecessors by the governing bodies of the respective villages, towns, cities and counties in the States of Utah and Idaho as follows:

Municipal Franchises

Note: G. E. S.—General Electric Service
Tr. Line—Transmission Lines only

Utah

Name	Town or City	Service	Expiration
Cornish	Town	G. E. S.	Nov. 18, 1999
Elwood	"	"	May 2, 1976
North Salt Lake	"	"	Jan. 1, 1976
Ogden	2nd Class	"	Jan. 1, 2001
Perry	Town	"	Mar. 1, 1976
Plain City	"	"	May 7, 1976
Pleasant View	"	"	May 14, 1976
Price City	3rd Class (Designated route)	Tr. Line	Dec. 1, 2002
Price City	"	"	May 11, 2003
Provo City	2nd Class (Designated route)	Tr. Line	May 20, 2003
Riverton	Town	G. E. S.	Dec. 31, 1975
Salt Lake City	1st Class	"	Jan. 1, 2001
Sandy	3rd Class	"	Oct. 1, 2001
West Bountiful	Town	"	Jan. 1, 1961

MUNICIPAL FRANCHISES

IDAHO

Name	Town or City	Service	Expiration
Arco	Village	G. E. S.	May 1, 1976

COUNTY FRANCHISES

IDAHO

Teton		G. E. S. (Designated Area)	Indeterminate

All other franchises, certificates, licenses, privileges, permits, grants and consents owned by the Company covering the construction, maintenance and operation of transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through, in over, under, across and upon the streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto.

PARAGRAPH EIGHT

BEAR LAKE RESERVOIR.

The Bear Lake Reservoir of the Company, situated in Bear Lake County, Idaho and Rich County, Utah, including the reservoir situated at and upon Mud (North) Lake and Bear Lake; the Dingle Inlet Canal, situated in Sections 7, 17 and 18, T. 14 S., R. 45 E., and Sections 12, 13, 14 and 15, T. 14 S., R. 44 E.; the Stewart Dam and Rainbow Inlet Canal, situated in Sections 34 and 35, T. 13 S., R. 44 E., and Sections 3, 10 and 15, T. 14 S., R. 44 E.; the Outlet Canal, situated in Sections 6, 7, 18, 19, 30 and 31, T. 14 S., R. 44 E., Section 12, T. 13 S., R. 43 E. and Section 6, T. 14 S., R. 44 E. and the Causeway situated in Sections 13, 14, 15, 16, 17, 18 and 24, T. 15 S., R. 44 E., B. B. & M.; the Lifton Pumping Plant located on the Causeway; the physical works, buildings, pumps, pipe lines, machinery and other property used in connection with or appurtenant to said reservoir, canals and pumping plant; and all the lands of the Company upon which the same are situated and all the Company's grant, easements, rights of way, permits, privileges, licenses for or relating to the construction, maintenance and operation

of said reservoir, canals, pumping plant or any part thereof, in, to, upon or over the public lands of the United States or of the States of Idaho and Utah, or other lands, public or private.

PARAGRAPH NINE

Steam Heat Property.

The Steam Heating Property of the Company, including all buildings, boilers, coal handling machinery and equipment, tunnels, steam mains, pipe lines, meters and other equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof.

PARAGRAPH TEN

Miscellaneous Property.

All Miscellaneous Land and rights and interests in lands of the Company, including, but not limited to, all such property acquired by and under the following deeds, recorded in the records of the County Recorders of the Counties in which said properties are located, which are hereby referred to for more particular descriptions of said lands and rights:

Improved--(Utah)

(1) *Fourth West Storage Yard* (Item (4) of Paragraph Eight of the First Supplemental Indenture of the Mortgage)

Additional Lands:

1. A tract of land being a part of vacated South Temple Street in Salt Lake City, Salt Lake County, Utah, located in Block 82 Plat "A" Salt Lake City Survey, being land acquired by deed dated October 2,

1951, from Salt Lake City Corporation and recorded October 8, 1951 in Book 885, page 91, in the records of the County Recorder of said county.

2. A tract of land located in Block 82, Plat "A" Salt Lake City Survey, being land acquired by deed dated April 29, 1953, from Union Pacific (O. S. L.) Railroad Company and recorded June 30, 1953, in Book 1018, page 110, in the records of the County Recorder of Salt Lake County.

(2) *Operations Center Properties,* situated in Salt Lake City, Salt Lake County, Utah, together with the land upon which the office building, warehouse, pole yard, garages and parking area are located, being lands acquired by the following deeds, recorded in the records of the County Recorder of Salt Lake County, Utah, which are hereby referred to for more particular descriptions of said lands:

1. A tract of land located in the E ½ of the SW ¼ of Section 34, T. 1 N., R. 1 W., S. L. B. & M., being land acquired by deed dated Dec. 13, 1948, from Charles H. and Irma M. Ketchum and recorded Dec. 27, 1948, in Book 661, page 268.

2. A tract of land located in the SE ¼ of the SE ¼ of Section 34, T. 1 N., R. 1 W., S. L. B. & M., being land acquired by deed dated Sept. 16, 1949, from Earl W. and Carla L. Pinney and recorded Dec. 12, 1949, in Book 727, page 281.

3. A tract of land located in the SE ¼ of the SE ¼ of Section 34, the SW ¼ of the SW ¼ of Section 35, T. 1 N., R. 1 W., S. L. B. & M., being land acquired by deed dated Sept. 21, 1949, from Blair and Pearl R. Richardson and recorded Dec. 12, 1949 in Book 727, page 280.

4. A tract of land located in the S ½ of the SE ¼ of Section 34, T. 1 N., R. 1 W., S. L. B. & M., being land acquired by deed dated March 3, 1953, from Salt Lake City Corporation and recorded March 6, 1953, in Book 968, page 351.

(3) *Salt Lake Division Service Department* (Item (2) of Paragraph Eight of the First Supplemental Indenture of the Mortgage)

Additional Land:

1. A tract of land located in Block 25, Plat "B" Salt Lake City Survey, being land acquired by deed dated Nov. 15, 1951 from Salt Lake City Lines and recorded Nov. 21, 1951, in Book 894, page 493, in the records of the County Recorder of Salt Lake County.

UNIMPROVED—(UTAH)

(4) *Santaquin Office Building and Garage Site,* situated in Santaquin, Utah County, Utah, being land acquired by deed dated April 27, 1950 from Pearl Tophan and recorded June 6, 1950 in Book 554, page 109 in the records of the County Recorder of said county.

(5) *Central Warehouse Site* (Item (4) of Paragraph Ten of the Fourth Supplemental Indenture of the Mortgage)

Additional Land:

1. A tract of land located in the SW ¼ of the SW ¼ of Section 12, T. 1 S., R. 1 W., S. L. B. & M., being land acquired by deed dated April 11, 1951, from Myrtle E. Beatty and recorded in Book 851, page 158 in the records of the County Recorder of Salt Lake County.

(6) *Midvale Pole Yard Site,* situated in Midvale, Salt Lake County, Utah, being land acquired by deed dated Feb. 27, 1952, from Midvale City Corp. and recorded in Book 914, page 625 in the records of the County Recorder of said county.

UNIMPROVED—(IDAHO)

(7) *American Falls Garage and Storage Site,* situated in American Falls, Power County, Idaho, being land acquired by deed dated Dec. 4, 1952, from the United States of America, Bureau of Reclamation and recorded Dec. 23, 1952, in Book 99 of Deeds, page 507 in the records of the County Recorder of said County.

PARAGRAPH ELEVEN

Also all other franchises, privileges, permits, grants and consents owned or hereafter acquired by the Company for the construction, operation and maintenance of electric, gas or other utility systems in, on or under streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto.

All other property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the aforementioned supplemental indentures (except any herein or in the Mortgage heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and con-

nections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all of the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is hereby agreed by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the lien of the Mortgage, as hereby or heretofore supplemented, as if such property, rights and

franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Ninth Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, viz.: (1) cash, shares of stocks, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials and supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Ninth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Arthur E. Burke, as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Ninth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "3¼% Series due 1984" (herein sometimes referred to as the "Ninth Series"), each of which shall also bear the descriptive title First Mortgage

Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Ninth Series shall mature on May 1, 1984, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, as to either coupon bonds or fully registered bonds, in the denomination of One Hundred Dollars or in any multiple or multiples thereof (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of three and one-quarter per centum (3¼%) per annum, payable semi-annually on November 1 and May 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Ninth Series shall be dated as of May 1, 1954, and fully registered bonds of the Ninth Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Ninth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for redemption unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during the 12 months period ending April 30,

1955	104.94%	1965	103.24%	1975	101.54%
1956	104.77%	1966	103.07%	1976	101.37%
1957	104.60%	1967	102.90%	1977	101.20%
1958	104.43%	1968	102.73%	1978	101.03%
1959	104.26%	1969	102.56%	1979	100.86%
1960	104.09%	1970	102.39%	1980	100.69%
1961	103.92%	1971	102.22%	1981	100.52%
1962	103.75%	1972	102.05%	1982	100.35%
1963	103.58%	1973	101.88%	1983	100.20%
1964	103.41%	1974	101.71%	1984	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Ninth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture); provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 2 hereof if in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending April 30,

1955	101.94%	1965	101.48%	1975	100.86%
1956	101.90%	1966	101.43%	1976	100.78%
1957	101.86%	1967	101.37%	1977	100.71%
1958	101.81%	1968	101.31%	1978	100.63%
1959	101.77%	1969	101.25%	1979	100.55%
1960	101.73%	1970	101.19%	1980	100.46%
1961	101.68%	1971	101.13%	1981	100.38%
1962	101.63%	1972	101.06%	1982	100.29%
1963	101.58%	1973	101.00%	1983	100.20%
1964	101.53%	1974	100.93%	1984	100.00%

in each case together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Ninth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of

Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Ninth Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer whenever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Ninth Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Ninth Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

Upon the delivery of this Ninth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, there shall be an initial issue of bonds of the Ninth Series for the aggregate principal amount of Fifteen Million Dollars ($15,000,000).

ARTICLE II.

Sinking or Improvement Fund for Bonds of the Ninth Series.

SECTION 1. The Company covenants that, so long as any of the bonds of the Ninth Series shall remain Outstanding, it will, on or before May 1, 1960 and on or before May 1 of each year thereafter, to and including the year 1983, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state

(a) the greatest principal amount of all bonds of the Ninth Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Ninth Series retired prior to the date of such Officers' Certificate (i) with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or (ii) pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or (iii) pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Ninth Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of subdivision (4) of Section 69 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash (i) representing proceeds

of insurance on, the release or other disposition of, or the taking by eminent domain of, property or (ii) received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one and one-quarter per centum (1¼%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Ninth Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Ninth Series equivalent to the amount stated in the Officers' Certificate (due on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Ninth Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted

from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Ninth Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 71 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Ninth Series shall be made the basis of the withdrawal of cash deposited under this Section and, provided further that no bonds of any series other than the Ninth Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Ninth Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Ninth Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Ninth Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture shall be deemed to be Funded Cash;

(II) 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 Section 3 of the Second Supplemental Indenture and any bonds of the Third, Fourth, Fifth, Sixth, Seventh or Eighth Series delivered to the Corporate Trustee pursuant to the provisions of Section 2 of the Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture, respectively, and any bonds of the Ninth 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture or Section 2

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of the Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture, on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3 of the Second Supplemental Indenture or of said Section 2 of the Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Ninth Series purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Dividend Covenant.

SECTION 3. (I) So long as any bonds of the Ninth Series shall remain Outstanding, as defined in Section 2 of the Mortgage, clause (8) of subsection (I) of Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

(II) So long as any bonds of the Ninth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company will not declare or pay dividends on any shares of its common stock (except dividends payable solely in shares of its common stock) or make any other distribution on or acquire (unless acquired without cost to the Company) any shares of its common stock unless the provisions for depreciation and retirement of property (but excluding any provisions for amortization of any amounts included in utility plant acquisition adjustment accounts or utility plant adjustment accounts or in any accounts for similar purposes) during the period from May 1, 1954, to the date of the proposed payment of said dividends or making of such distribution or acquisition, plus earned surplus of the Company remaining:

(A) after payment of such dividends or making of such distribution or acquisition; and

(B) after deducting therefrom the remainder, if any, resulting from the following calculation:

From the earned surplus of the Company as of April 30, 1954, deduct the sum of items (1), (2), (3) and (4) below, viz.:

(1) Five Million Dollars ($5,000,000);

(2) An amount equal to the proceeds from the sale of common stock of the Company subsequent to April 30, 1954, except any common stock of the Company the issuance of which was applied for in an application on Form U-1 of the Company,

filed February 16, 1954 with the Securities and Exchange Commission (File No. 70-3201);

(3) An amount equal to all contributions to capital subsequent to April 30, 1954 (other than any surrender of shares of capital stock whether or not for cancellation);

(4) An amount equal to all charges to earned surplus subsequent to April 30, 1954, less:

(a) charges occasioned by dividends (except dividends payable solely in shares of its common stock) on shares of its common stock;

(b) charges occasioned by dividends on shares of its preferred stock;

(c) charges occasioned by other distributions on or acquisitions of shares of its common stock;

(d) charges to earned surplus with corresponding credits to reserves for depreciation and retirement of property or to utility plant acquisition adjustment accounts, and

(e) charges on account of items not inherent in the balance sheet of the Company at April 30, 1954, other than transfers from earned surplus to capital;

(C) after further deducting therefrom the cost of reacquisition of, and of capital distributions on, its common stock subsequent to April 30, 1954, but only to the extent that the same have not theretofore been deducted from earned surplus;

shall be at least equal to the aggregate of the amounts which would be required to be stated for such period in the Officers' Certificates of Maintenance by the provisions of subdivision (2) of subsection (I) of Section 39 of the Mortgage, with respect to the Company alone, less the aggregate amounts which would be stated for such period in such Officers' Certificates of Maintenance as permitted by the provisions of subdivision (3) of said subsection (I), with respect to the Company alone, including proportionate amounts calculated for any portion of the period elapsed since April 30, 1954, not theretofore included.

ARTICLE IV.

Waiver of Certain Rights.

SECTION 4. So long as any of the Bonds of the Ninth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any rights which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture or Section 2 of this Ninth Supplemental Indenture or to any other credit under the Mortgage, as hereby or heretofore supplemented.

SECTION 5. So long as any of the bonds of the Ninth Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right (which right has heretofore in the Second, Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indentures been so surrendered and waived so long as any bonds of the Second, Third, Fourth, Fifth, Sixth, Seventh or Eighth Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or fair value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under any of the provisions of the Mortgage, as heretofore supplemented, or of this

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Ninth Supplemental Indenture, on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 of the Second Supplemental Indenture or under Section 2 of the Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indenture or under Section 2 of this Ninth Supplemental Indenture.

ARTICLE V.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Ninth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Ninth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 7. Section 14 of the Mortgage is hereby amended to read as follows:

"Section 14. All bonds authenticated and delivered hereunder shall, from time to time, be executed on behalf of the Company by its President or one of its Vice Presidents, whose signature, except on bonds of the 1968, 1978, May 1979, October 1979, 1980, 1981 and 1982 Series, may be facsimile, and its corporate seal shall be thereon impressed or imprinted and attested by its Secretary or one of its Assistant Secretaries. The coupons to be attached to coupon bonds shall bear the facsimile signature of the present or any future Treasurer of the Company. In case any of the officers who shall have signed any bonds or attested the seal thereon, or whose facsimile signature appears on any bond or coupon, shall cease to be such officers of the Company before the bonds so signed and/or sealed shall have been actually authenticated and delivered by the Corporate Trustee or issued by the Company, such bonds nevertheless may be authenticated, delivered and/or issued with the same force and effect as though the person or persons who signed such bonds and/or attested the seal thereon and/or whose facsimile signature appears on any bond or coupon had not ceased to be such officer or officers of the Company. Before authenticating any coupon

bonds, the Corporate Trustee shall cut off, cancel and cremate all matured coupons thereto attached (except as otherwise provided or permitted in Sections 12 and 16 hereof), and shall deliver to the Company a certificate evidencing the cremation thereof."

SECTION 8. So long as any bonds of the Ninth Series remain Outstanding, as defined in Section 2 of the Mortgage, the covenant in subsection (11) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 9. Section 65 of the Mortgage, as heretofore amended, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Ninth Supplemental Indenture dated as of May 1, 1954", after the date "October 1, 1952".

Section 128 of the Mortgage is hereby amended by changing the words "five (5) years" to "three (3) years".

SECTION 10. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Ninth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Ninth Supplemental Indenture with 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 Ninth Supplemental Indenture.

SECTION 11. Whenever in this Ninth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject

to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Ninth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 12. Nothing in this Ninth 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 Ninth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Ninth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 13. This Ninth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents, and its corporate seal to be attested by one of its Assistant Secretaries, and Arthur E. Burke, one of the parties hereto of the

second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By .....
Vice-President.

Attest:
.....
Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,
As Corporate Trustee,

By .....
Vice-President.

Attest:

.....
Assistant Secretary.

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

.....(L.S.)
As Co-Trustee.

Executed, sealed and delivered by ARTHUR E. BURKE in the presence of:

.....

.....

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 3rd day of May, 1954, before me ALICE M. POWELL, a Notary Public in and for the State of New York, County of New York, personally appeared R. H. JONES and GEO. R. COREY to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and the Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said R. H. JONES resides in Salt Lake City, Utah, and the said GEO. R. COREY resides in Salt Lake City, Utah; that they are a Vice-President and the Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Alice M. Powell

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-3145500
Cert. filed in Queens, New York,
Kings & Westchester
Register's Office Queens, N. Y. & Kings
Commission Expires March 30, 1955

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 3rd day of May, 1954, before me, DAVID W. CREE, a Notary Public in and for the State of New York, County of New York, personally appeared E. L. BRICKHOUSE and F. J. McGOLDRICK, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said E. L. BRICKHOUSE resides at 35-41 80th Street, in Jackson Heights, N. Y.; and the said F. J. McGOLDRICK resides at 103-09 Puritan Avenue, in Forest Hills, N. Y.; that they are a Vice-President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1956

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 3rd day of May, 1954, before me, DAVID W. CREE, a notary public in and for the State of New York, County of New York, personally appeared ARTHUR E. BURKE, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1956

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

GEO. R. COREY, being duly sworn, deposes and says that he is the Executive Vice-President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me, }
the 3rd of May, 1954. }

ALICE M. POWELL
Notary Public, State of New York
Qualified in Queens County
No. 41-3145500
Cert. filed in Queens, New York,
Kings Westchester
Register's Office Queens, N. Y. & Kings
Commission Expires March 30, 1955

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

E. L. BRICKHOUSE, being duly sworn, deposes and says that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me,
the 3rd day of May, 1954.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1956

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

ARTHUR E. BURKE, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me,
the 3rd day of May, 1954.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1956

[redacted] [redacted]

STATE OF WYOMING
FILED
[redacted] :00 A.M.
JAN 05
188388
THYRA THOMSON
SECRETARY OF STATE

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

KARL R. HENRICH
(Successor to ARTHUR E. BURKE),

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Tenth Supplemental Indenture

Dated as of September 1, 1955

191431

RECORDED June 21, 1982 8:00 AM
BOOK 3 MISC PAGE 242
FEE $6.00 Jack L. Yake COUNTY CLERK
SUBLETTE COUNTY CLERK Thackeray

TENTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the first day of September, 1955, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and KARL R. HENRICH (successor to ARTHUR E. BURKE), whose post office address is 718 Woodland Ave., Westfield, New Jersey (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Tenth Supplemental Indenture) being supplemental thereto;

WHEREAS, under the Mortgage, the Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Company and all such property (except as aforesaid) thereafter acquired by the Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado, which counties include or will include all counties in which this Tenth Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage

and to make subject to the lien of the Mortgage any property thereafter acquired and intended to be subject to the lien thereof and for such purpose and in order to confirm the lien of the Mortgage on certain after-acquired property the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called First Supplemental Indenture), which was recorded in various counties in the State of Utah; a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called Second Supplemental Indenture); a Third Supplemental Indenture, dated as of April 1, 1948 (hereinafter called Third Supplemental Indenture); a Fourth Supplemental Indenture, dated as of May 1, 1949 (hereinafter called Fourth Supplemental Indenture); a Fifth Supplemental Indenture, dated as of October 1, 1949 (hereinafter called Fifth Supplemental Indenture); a Sixth Supplemental Indenture, dated as of October 1, 1950 (hereinafter called Sixth Supplemental Indenture); a Seventh Supplemental Indenture, dated as of October 1, 1951 (hereinafter called Seventh Supplemental Indenture); and an Eighth Supplemental Indenture, dated as of October 1, 1952 (hereinafter called Eighth Supplemental Indenture); which Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Supplemental Indentures were recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and said supplemental indentures, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Ninth Supplemental Indenture, dated as of May 1, 1954 (hereinafter called Ninth Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Ninth Supplemental Indenture was recorded in counties in the States of Utah, Idaho, Wyoming and Colorado, as follows:

STATE OF UTAH

County	Date Recorded 1954		Book	Page	Filed as Chattel Date 1954		Book	
Box Elder	5/15	88	of Mortgages	446	5/15	14	C. M.	Index
Cache	5/10	124	"	622-644	5/10	8	"	"
Carbon	5/13	26	of Records	296-328	5/13	10	"	"
Davis	5/18	65	of Official Records	76	5/18	5	"	"
Emery	5/12	20		482-548	5/12		"	"
Grand	5/ 8	7F	of Mortgages	328-360	5/ 8	2	"	"
Juab	5/13	158	"	144-210	5/13		"	"
Morgan	5/15	B-10	"	188-A	5/15	Filed in vault		
Rich	5/15	W	"	25-41	5/15	E	C. M.	Index
Salt Lake	5/13	1087	"	1	5/13		"	"
Sanpete	5/13	91	"	546-562	5/13	10	"	"
Sevier	5/17	E. Misel.		286	5/17	B	"	"
Summit	5/10	20	of Mortgages	125-141	5/10	1	"	"
Tooele	5/ 8	X	"	545	5/ 8		"	"
Uintah	5/15	A32	"	543	5/15	4	"	"
Utah	5/21	652	"	390-426	5/21	6	"	"
Wasatch	5/15	22	"	344-377	5/15	2	"	"
Weber	5/15	444	"	187-252	5/15	7	"	"
	1955				1955			
San Juan	7/15	36	of Mortgages	239-304	7/15	1	"	"

STATE OF IDAHO

Bannock	5/13	102	of Mortgages	441-457	5/13	19	C. M.	Index
Bear Lake	5/10	23	"	9-25	5/10	E	"	"
Bingham	5/10	89	"	75	5/10	U	"	"
Bonneville	5/ 8	97	"	279	5/ 8	12	"	"
Butte	5/10	11	"	231	5/10	3	"	"
Caribou	5/10	33	"	407	5/10	3	"	"
Clark	5/10	7	"	678	5/10	2	"	"
Franklin	5/10	58	"	477-494	5/10	7	"	"
Fremont	5/ 8	54	"	62-95	5/ 8	PZ	"	"
Jefferson	5/12	161	"	93-109	5/12	137	"	"
Madison	5/10	182	"	77	5/10	173	"	"
Oneida	5/12	20	"	309-325	5/12	K	"	"
Power	5/11	44	"	442-458	5/11	10	"	"
Teton	5/11	76	"	337	5/11		"	"

STATE OF WYOMING

Lincoln	5/10	6	P. R. of photostatic records	241-306	5/10	5	of C. M.	Index
Uinta	5/10	174	of Mortgages	1G-65G	5/10	163	of "	"

County	Date Recorded 1954	Book	Page
Delta	5/10	330	154
Dolores	5/10	73	234
Gunnison	5/18	298	5
La Plata	5/11	329	526
Montrose	5/10	372	55
Ouray	5/10	151	4
San Juan	5/10	178	194
San Miguel	5/10	220	274-A;

and

WHEREAS an instrument dated as of May 9, 1955, was executed by the Company appointing Karl R. Henrich as Co-Trustee in succession to said Arthur E. Burke, resigned, under the Mortgage and by Karl R. Henrich accepting the appointment as Co-Trustee under the Mortgage in succession to the said Arthur E. Burke, which instrument was recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, 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, as supplemented, First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000), none of which are now Outstanding, First Mortgage Bonds, 3¼% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Thirty-two Million Dollars ($32,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅛% Series due 1978 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 3% Series due 1979 (hereinafter called the bonds

of the Fourth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due October 1, 1979 (hereinafter called the bonds of the Fifth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due 1980 (hereinafter called the bonds of the Sixth Series), in the aggregate principal amount of Eight Million Dollars ($8,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅝% Series due 1981 (hereinafter called the bonds of the Seventh Series), in the aggregate principal amount of Nine Million Dollars ($9,000,000), all of which are now Outstanding, First Mortgage Bonds, 3½% Series due 1982 (hereinafter called the bonds of the Eighth Series), in the aggregate principal amount of Ten Million Dollars ($10,000,000), all of which are now Outstanding, and First Mortgage Bonds, 3¼% Series due 1984 (hereinafter called the bonds of the Ninth Series), in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), all of which are now Outstanding; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any pro-

vision of the Mortgage, whether such power, privilege or right in any way restricted or is unrestricted, may be in whole or part waived or surrendered or subjected to any restriction if at time unrestricted or to additional restriction if already restricted and the Company may enter into any further covenants, limitations restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, 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, as heretofore supplemented; and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect

and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Guaranty Trust Company of New York and Karl R. Henrich (successor to Arthur E. Burke), as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the abovementioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and con-

nections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all of the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the lien of the Mortgage, as hereby or heretofore supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Tenth Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, viz.: (1) cash, shares of stocks, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Tenth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Karl R. Henrich (successor to Arthur E. Br[illegible]), as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Tenth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "3⅝% Series due 1985" (herein sometimes referred to as the "Tenth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Tenth Series shall mature on September 1, 1985, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company,

in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of three and five-eighths per centum (3⅝%) per annum, payable semi-annually on March 1 and September 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Tenth Series shall be dated as of September 1, 1955, and fully registered bonds of the Tenth Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Tenth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for redemption, unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during the 12 months period ending August 31,

1956	105.31%	1966	103.48%	1976	101.65%
1957	105.13%	1967	103.30%	1977	101.47%
1958	104.95%	1968	103.12%	1978	101.29%
1959	104.77%	1969	102.93%	1979	101.10%
1960	104.58%	1970	102.75%	1980	100.92%
1961	104.40%	1971	102.57%	1981	100.74%
1962	104.22%	1972	102.39%	1982	100.55%
1963	104.03%	1973	102.20%	1983	100.37%
1964	103.85%	1974	102.02%	1984	100.24%
1965	103.67%	1975	101.84%	1985	100.00%

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in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Tenth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture); provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 2 hereof if in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending August 31,

1956	102.31%	1966	101.79%	1976	101.05%
1957	102.27%	1967	101.73%	1977	100.96%
1958	102.22%	1968	101.66%	1978	100.87%
1959	102.18%	1969	101.60%	1979	100.78%
1960	102.13%	1970	101.53%	1980	100.68%
1961	102.08%	1071	101.45%	1981	100.57%
1962	102.02%	1972	101.38%	1982	100.47%
1963	101.97%	1973	101.30%	1983	100.36%
1964	101.91%	1974	101.22%	1984	100.24%
1965	101.85%	1975	101.14%	1985	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Tenth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Tenth Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer whenever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount

of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Tenth Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored, but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely, and shall remain payable to bearer. Fully registered bonds of the Tenth Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

Upon the delivery of this Tenth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of the Tenth Series for the aggregate principal amount of Fifteen Million Dollars ($15,000,000).

ARTICLE II.

Sinking or Improvement Fund for Bonds of the Tenth Series.

SECTION 1. The Company covenants that, so long as any of the bonds of the Tenth Series shall remain Outstanding, it will, on or before September 1, 1961 and on or before September 1 of each year thereafter, to and including the year 1984, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state:

(a) the greatest principal amount of all bonds of the Tenth Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Tenth Series retired prior to the date of such Officers' Certificate (i) with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or (ii) pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or (iii) pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Tenth Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of subdivision (4) of Section 69 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash (i) representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property or (ii) received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one and one-quarter per centum (1¼%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Tenth Series by virtue of compliance with all applicable provisions of the

Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Tenth Series equivalent to the amount stated in the Officers' Certificate (due on or before September 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Tenth Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on September 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Tenth Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on September 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 71 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Tenth Series shall be made the basis of the withdrawal of cash deposited under this Section

and, provided further that no bonds of any series other than the Tenth Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Tenth Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Tenth Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Tenth Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Supplemental Indenture shall be deemed to be Funded Cash;

(II) 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 Section 3 of the Second Supplemental Indenture and any bonds of the Third, Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Series delivered to the Corporate Trustee pursuant to the provisions of Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Supplemental Indenture, respectively, and any bonds of the Tenth 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Supplemental Indenture, on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3 of the Second Supplemental Indenture or of said Section 2 of the Third, Fourth Fifth, Sixth, Seventh, Eighth or Ninth Supplemental Indenture, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Tenth Series purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Net Earning Certificate—Dividend Covenant.

SECTION 3. (I) So long as any bonds of the Tenth Series shall remain Outstanding, as defined in Section 2 of the Mortgage, unless the increase hereinafter mentioned shall have been waived in writing by the holders of seventy per centum (70%) in principal amount of the bonds of the Tenth Series Outstanding at the time of such consent, the figure fifteen per centum (15%) appearing in clause (2) of subsection (A) of Section 7 of the Mortgage and in clause (2) of subsection (I) of Section 39 of the Mortgage shall be increased to sixteen per centum (16%).

So long as any bonds of the Tenth Series shall remain Outstanding, as defined in Section 2 of the Mortgage, clause (8) of subsection (I) of Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

(II) So long as any bonds of the Tenth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company will not declare or pay dividends on any shares of its common stock (except dividends payable solely in shares of its common stock and except the dividend of Fifty-five Cents ($.55) per share declared for payment on October 1, 1955) or make any other distribution on or acquire (unless acquired without cost to the Company) any shares of its common stock unless the provisions for depreciation and retirement of property (but excluding any provisions for amortization of any amounts included in utility plant acquisition adjustment accounts or utility plant adjustment accounts or in any accounts for similar purposes) during the period from September 1, 1955, to the date of the proposed payment of said dividends or making of such distribution or acquisition, plus earned surplus of the Company remaining:

(A) after payment of such dividends or making of such distribution or acquisition; and

(B) after deducting therefrom the remainder, if any, resulting from the following calculation:

From the earned surplus of the Company as of August 31, 1955, deduct the sum of items (1), (2), (3) and (4) below, viz.:

(1) Six Million Dollars ($6,000,000);

(2) An amount equal to the proceeds from the sale of common stock of the Company subsequent to August 31, 1955, except any common stock of the Company the issuance of which was applied for in an application on Form U-1 of the Company, filed July 26, 1955, with the Securities and Exchange Commission (File No. 70-3402);

(3) An amount equal to all contributions to capital subsequent to August 31, 1955 (other than any surrender of shares of capital stock whether or not for cancellation);

(4) An amount equal to all charges to earned surplus subsequent to August 31, 1955, less:

(a) charges occasioned by dividends (except dividends payable solely in shares of its common stock) on shares of its common stock;

(b) charges occasioned by dividends on shares of its preferred stock;

(c) charges occasioned by other distributions on or acquisitions of shares of its common stock;

(d) charges to earned surplus with corresponding credits to reserves for depreciation and retirement of property or to utility plant acquisition adjustment accounts; and

(e) charges on account of items not inherent in the balance sheet of the Company at August 31, 1955, other than transfers from earned surplus to capital;

(C) after further deducting therefrom the cost of reacquisition of, and of capital distributions on, its common stock subsequent to August 31, 1955, but only to the extent that the same have not theretofore been deducted from earned surplus;

shall be at least equal to the aggregate of the amounts which would be required to be stated for such period in the Officers' Certificates of Maintenance by the provisions of subdivision (2) of subsection (I) of Section 39 of the Mortgage, with respect to the Company alone, less the aggregate amounts which would be stated for such period in such Officers' Certificates of Maintenance as permitted by the provisions of subdivision (3) of said subsection (I), with respect to the Company alone, including proportionate amounts calculated for any portion of the period elapsed since August 31, 1955, not theretofore included.

ARTICLE IV.

Waiver of Certain Rights.

SECTION 4. So long as any of the Bonds of the Tenth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article

VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any rights which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Supplemental Indenture or Section 2 of this Tenth Supplemental Indenture or to any other credit under the Mortgage, as heretofore or heretofore supplemented.

SECTION 5. So long as any of the bonds of the Tenth Series remain Outstanding (as defined in Section 2 of the Mortgage) the Company hereby surrenders and waives its right (which right has heretofore in the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Supplemental Indentures been so surrendered and waived so long as any bonds of the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or fair value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under any of the provisions of the Mortgage, as heretofore supplemented, or of this Tenth Supplemental Indenture, on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 of the Second Supplemental Indenture or under Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Supplemental Indenture or under Section 2 of this Tenth Supplemental Indenture.

ARTICLE V.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Tenth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Tenth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 7. Section 14 of the Mortgage is hereby amended to read as follows:

> "Section 14. All bonds authenticated and delivered hereunder shall, from time to time, be executed on behalf of the Company by its President or one of its Vice-Presidents, whose signature, except on bonds of the 1968, 1976, 1978, May 1979, October 1979, 1980, 1981 and 1982 Series, may be facsimile, and its corporate seal shall be thereon impressed or imprinted and attested by its Secretary or one of its Assistant Secretaries. The coupons to be attached to coupon bonds shall bear the facsimile signature of the present or any future Treasurer or, on coupons to be attached to coupon bonds of the 1985 Series or any subsequent series, of the present or any future Treasurer or Assistant Treasurer of the Company. In case any of the officers who shall have signed any bonds or attested the seal thereon, or whose facsimile signature appears on any bond or coupon, shall cease to be such officers of the Company before the bonds so signed and/or sealed shall have been actually authenticated and delivered by the Corporate Trustee or issued by the Company, such bonds nevertheless may be authenticated, delivered and/or issued with the same force and effect as though the person or persons who signed such bonds and/or attested the seal thereon and/or whose facsimile signature appears on any bond or coupon had not ceased to be such officer or officers of the Company. Before authenticating any coupon bonds, the Corporate Trustee shall cut off, cancel and cremate

all matured coupons thereto attached (except as otherwise provided or permitted in Sections 12 and 16 hereof), and shall deliver to the Company a certificate evidencing the cremation thereof."

SECTION 8. So long as any bonds of the Tenth Series remain Outstanding, as defined in Section 2 of the Mortgage, the covenant in subsection (II) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 9. Section 65 of the Mortgage, as heretofore amended, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Tenth Supplemental Indenture dated as of September 1, 1955", after the date "May 1, 1954".

SECTION 10. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Tenth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Tenth Supplemental Indenture with 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 Tenth Supplemental Indenture.

SECTION 11. Whenever in this Tenth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as

heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Tenth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 12. Nothing in this Tenth 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 Tenth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Tenth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 13. This Tenth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents or Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and Karl R. Henrich, one of the parties

hereto of the second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & ~~LIGHT~~ COMPANY,

By ..... *President.*

Attest:

..... *Secretary.*

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,
As Corporate Trustee,

By ..... *Vice-President.*

Attest:

..... *Assistant Secretary.*

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

..... (L. S.)
As Co-Trustee.

Executed, sealed and delivered by KARL R. HENRICH in the presence of:

.....

.....

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 19th day of September, 1955, before me CLARE McLEAN, a Notary Public in and for the State of New York, County of New York, personally appeared E. M. NAUGHTON and GEO. R. COREY to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the President and the Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said E. M. NAUGHTON resides in Salt Lake City, Utah, and the said GEO. R. COREY resides in Salt Lake City, Utah; that they are the President and the Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Clare McLean

CLARE McLEAN
Notary Public, State of New York
No. 24-2504150
Qualified in Kings County
Certificates filed in
N. Y., Queens & Bronx Counties
Term Expires March 30, 1957

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 19th day of September, 1955, before me, DAVID W. CREE, a Notary Public in and for the State of New York, County of New York, personally appeared O. R. BROOKS and F. B. KINGSLEY, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said O. R. BROOKS resides at 400 Springfield Ave., Cranford, N. J.; and the said F. B. KINGSLEY resides at 540 East 20th Street, New York 9, N. Y.; that they are a Vice President and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DAVID W. CREE
Notary Public, State of New York
No. 03-6551200
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1956

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 19th day of September, 1955, before me, DAVID W. CREE, a notary public in and for the State of New York, County of New York, personally appeared KARL R. HENRICH, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1956

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

GEO. R. COREY, being duly sworn, deposes and says that he is the Executive Vice-President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me,
the 19th day of September, 1955.

CLARE McLEAN
Notary Public, State of New York
No. 24-2504150
Qualified in Kings County
Certificates filed in
N. Y., Queens & Bronx Counties
Term Expires March 30, 1957

533A.

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

O. R. BROOKS, being duly sworn, deposes and says that he is a Vice-President of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me,
the 19th day of September, 1955.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1956

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

KARL R. HENRICH, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me,
the 19th day of September, 1955.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200
Qualified in Westchester County
Certificate filed in New York County
Commission Expires March 30, 1956

[redacted] [redacted]

STATE OF WYOMING
F[redacted] AM
JAN 05 1982
188339
IRENE THOMSON
SECRETARY OF STATE

UTAH POWER & LIGHT COMPANY

TO

GUARANTY TRUST COMPANY OF NEW YORK

AND

KARL R. HENRICH
(Successor to ARTHUR E. BURKE),

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Eleventh Supplemental Indenture

Dated as of October 1, 1957

191432

June 21 1982 8:00 AM
539
66 25 [illegible] Clerk [illegible] County

ELEVENTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the first day of October, 1957, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Kearns Building, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and KARL R. HENRICH (successor to ARTHUR E. BURKE), whose post office address is 718 Woodland Ave., Westfield, New Jersey (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Eleventh Supplemental Indenture) being supplemental thereto;

WHEREAS, under the Mortgage, the Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Company and all such property (except as aforesaid) thereafter acquired by the Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado, which counties include or will include all counties in which this Eleventh Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired and intended to be subject to the lien thereof and for such purpose and in order to confirm the lien of the Mortgage on certain after-acquired property the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called First Supplemental Indenture), which was recorded in various counties in the State of Utah; a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called Second Supplemental Indenture); a Third Supplemental Indenture, dated as of April 1, 1948 (hereinafter called Third Supplemental Indenture); a Fourth Supplemental Indenture, dated as of May 1, 1949 (hereinafter called Fourth Supplemental Indenture); a Fifth Supplemental Indenture, dated as of October 1, 1949 (hereinafter called Fifth Supplemental Indenture); a Sixth Supplemental Indenture, dated as of October 1, 1950 (hereinafter called Sixth Supplemental Indenture); a Seventh Supplemental Indenture, dated as of October 1, 1951 (hereinafter called Seventh Supplemental Indenture); an Eighth Supplemental Indenture, dated as of October 1, 1952 (hereinafter called Eighth Supplemental Indenture) and a Ninth Supplemental Indenture, dated as of May 1, 1954 (hereinafter called Ninth Supplemental Indenture); which Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Supplemental Indentures were recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and said supplemental indentures, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Tenth Supplemental Indenture, dated as of September 1, 1955 (hereinafter called Tenth Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Tenth Supplemental Indenture was recorded in counties in the States of Utah, Idaho, Wyoming and Colorado, as follows:

UTAH

County	Date Recorded 1955	Book		Page	Filed as Chattel: Date 1955	Book	
Box Elder	10/ 6	99	of Mortgages	174-189	10/ 6	14	C. M. Index
Cache	9/28	130	" "	364-374	9/28	8	" "
Carbon	10/ 6	36	" "	1- 31	10/ 6	10	" "
Davis	10/18	94	Official Records	159	10/18	6	" "
Emery	9/28	24	of Mortgages	7- 38	9/28		" "
Grand	10/ 7	7-G	" "	414-429	10/ 7	2	" "
Juab	10/ 4	169	" "	81	10/ 4		" "
Morgan	9/29	B-10	" "	412-A	9/29	Filed in vault	
Rich	9/29	W	" "	261-268	9/29	E C. M. Index	
Salt Lake	10/ 4	1244	" "	525	10/ 4		" "
San Juan	10/ 8	70	" "	368-398	10/ 8	1	" "
Sanpete	10/ 4	99	" "	24	10/ 4	10	" "
Sevier	10/ 6	E	" "	363-370	10/ 6	B	" "
Summit	10/ 4	20	" "	302-A	10/ 4	1	" "
Tooele	10/17	Z	" "	305-A to H	10/17	F	" "
Uintah	10/ 6	A-40	" "	397-427	10/ 6		" "
Utah	10/14	694	" "	429-459	10/14	6	" "
Wasatch	10/ 6	27	" "	70- 85	10/ 6	2	" "
Weber	10/ 6	492	of Records	576-606	10/ 6	7	" "

IDAHO

County	Date Recorded 1955	Book		Page	Filed as Chattel: Date 1955	Book	
Bannock	10/ 5	107	of Mortgages	545-552	10/ 5	19	C. M. Index
Bear Lake	9/29	23	" "	319-326	9/29	E	" "
Bingham	9/28	93	" "	43	9/28	U-3	" "
Bonneville	9/28	105	" "	235	9/28	12	" "
Butte	9/28	11	" "	447-454	9/28	3	" "
Caribou	9/28	34	" "	411	9/28	3	" "
Clark	9/28	7	" "	770	9/28	2	" "
Franklin	10/ 8	59	" "	427	10/ 8	7	" "
Fremont	9/28	56	" "	193-208	9/28	PZ	" "
Jefferson	9/28	161	" "	577	9/28	137	" "
Madison	9/28	186	" "	15	9/28	173	" "
Oneida	9/29	20	" "	405-412	9/29	K	" "
Power	9/28	44	" "	460-467	9/28	10	" "
Teton	9/30	76	" "	450-A	9/30	U	" "

WYOMING

County	Date Recorded 1955	Book	Page	Filed as Chattel: Date 1955	Book	
Lincoln	9/29	12 of photostat records	180-210	9/29	6	C. M. Index
Uinta	9/29	174-A of Mortgages	1- 80	9/29	163	" "

COLORADO

County	Date Recorded 1955	Book	Page
Delta	10/ 1	340	277
Dolores	10/ 3	83	379
Gunnison	10/10	298	444
La Plata	10/ 3	351	29
Montrose	9/29	420	315
Ouray	10/ 3	151	204
San Juan	10/ 3	174	245
San Miguel	10/14	245	607;

and

WHEREAS, an instrument dated as of May 9, 1955, was executed by the Company appointing Karl R. Henrich as Co-Trustee in succession to said Arthur E. Burke, resigned, under the Mortgage and by Karl R. Henrich accepting the appointment as Co-Trustee under the Mortgage in succession to the said Arthur E. Burke, which instrument was recorded in various counties in the State of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, 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, as supplemented, First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000), none of which are now Outstanding, First Mortgage Bonds, 3¼% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Thirty-two Million Dollars ($32,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅛% Series due 1978 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 3% Series due 1979 (hereinafter called the bonds

of the Fourth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due October 1, 1979 (hereinafter called the bonds of the Fifth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due 1980 (hereinafter called the bonds of the Sixth Series), in the aggregate principal amount of Eight Million Dollars ($8,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅜% Series due 1981 (hereinafter called the bonds of the Seventh Series), in the aggregate principal amount of Nine Million Dollars ($9,000,000), all of which are now Outstanding, First Mortgage Bonds, 3½% Series due 1982 (hereinafter called the bonds of the Eighth Series), in the aggregate principal amount of Ten Million Dollars ($10,000,000), all of which are now Outstanding, First Mortgage Bonds, 3¼% Series due 1984 (hereinafter called the bonds of the Ninth Series), in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), all of which are now Outstanding, and First Mortgage Bonds, 3⅝% Series due 1985 (hereinafter called the bonds of the Tenth Series), in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), all of which are now Outstanding; and

Whereas, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, 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, as heretofore supplemented; and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and

in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Guaranty Trust Company of New York and Karl R. Henrich (successor to Arthur E. Burke), as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the above mentioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery, engines,

boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all of the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the lien of the Mortgage, as hereby

or heretofore supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Eleventh Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, viz.: (1) cash, shares of stocks, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this Eleventh Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Guaranty Trust Company of New York and Karl R. Henrich (successor to Arthur E. Burke), as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Eleventh Series of Bonds.

SECTION 1. There shall be a series of bonds designated "5¼% Series due 1987" (herein sometimes referred to as the "Eleventh Series"), each of which shall also bear the descriptive title First Mort-

gage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Eleventh Series shall mature on October 1, 1987, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registrable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of five and one-quarter per centum (5¼%) per annum, payable semi-annually on April 1 and October 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Eleventh Series shall be dated as of October 1, 1957, and fully registered bonds of the Eleventh Series shall be dated as in Section 10 of the Mortgage provided.

(1) Bonds of the Eleventh Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for redemption, unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed;

GENERAL REDEMPTION PRICES

If redeemed during the 12 months period ending September 30,

1958.....	107.54%	1968.....	104.94%	1978.....	102.34%
1959.....	107.28%	1969.....	104.68%	1979.....	102.08%
1960.....	107.02%	1970.....	104.42%	1980.....	101.82%
1961.....	106.76%	1971.....	104.16%	1981.....	101.56%
1962.....	106.50%	1972.....	103.90%	1982.....	101.30%
1963.....	106.24%	1973.....	103.64%	1983.....	101.04%
1964.....	105.98%	1974.....	103.38%	1984.....	100.78%
1965.....	105.72%	1975.....	103.12%	1985.....	100.52%
1966.....	105.46%	1976.....	102.86%	1986.....	100.29%
1967.....	105.20%	1977.....	102.60%	1987.....	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Eleventh Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture); provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section

39 of the Mortgage or (b) Section 2 hereof if in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending September 30,

1958	102.29%	1968	101.87%	1978	101.17%
1959	102.26%	1969	101.81%	1979	101.08%
1960	102.23%	1970	101.76%	1980	100.98%
1961	102.19%	1971	101.70%	1981	100.88%
1962	102.15%	1972	101.63%	1982	100.77%
1963	102.11%	1973	101.56%	1983	100.66%
1964	102.07%	1974	101.49%	1984	100.54%
1965	102.02%	1975	101.42%	1985	100.42%
1966	101.97%	1976	101.34%	1986	100.29%
1967	101.92%	1977	101.25%	1987	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Eleventh Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the

provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Eleventh Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer whenever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Eleventh Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Eleventh Series shall also be transferable (subject to the

provisions of Section 12 of the Mortgage) at said office or agency of the Company.

Upon the delivery of this Eleventh Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of the Eleventh Series for the aggregate principal amount of Fifteen Million Dollars ($15,000,000).

ARTICLE II.

Sinking or Improvement Fund for Bonds of the Eleventh Series.

SECTION 2. The Company covenants that, so long as any of the bonds of the Eleventh Series shall remain Outstanding, it will, on or before May 1, 1959 and on or before May 1 of each year thereafter, to and including the year 1987, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state:

(a) the greatest principal amount of all bonds of the Eleventh Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Eleventh Series retired prior to the date of such Officers' Certificate (i) with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or (ii) pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or (iii) pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the

retirement of bonds of the Eleventh Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of subdivision (4) of Section 69 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash (i) representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property or (ii) received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one per centum (1%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Eleventh Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Eleventh Series equivalent to the amount stated in the Officers' Certificate (due on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Eleventh Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Eleventh Series with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 71 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Eleventh Series shall be made the basis of the withdrawal of cash deposited under this Section and, provided further that no bonds of any series other than the Eleventh Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Eleventh Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and deliv-

ery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Eleventh Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Eleventh Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth or Tenth Supplemental Indenture shall be deemed to be Funded Cash;

(II) 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 Section 3 of the Second Supplemental Indenture and any bonds of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth or Tenth Series delivered to the Corporate Trustee pursuant to the provisions

of Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth or Tenth Supplemental Indenture, respectively, and any bonds of the Eleventh 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth or Tenth Supplemental Indenture, on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3 of the Second Supplemental Indenture or of said Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth or Tenth Supplemental Indenture, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Eleventh Series purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Net Earning Certificate—Dividend Covenant.

SECTION 3. (I) So long as any bonds of the Eleventh Series shall remain Outstanding, as defined in Section 2 of the Mortgage, unless the increase hereinafter mentioned shall have been waived in writing by the holders of seventy per centum (70%) in principal amount of the bonds of the Eleventh Series Outstanding at the time of such consent, the figure fifteen per centum (15%) appearing in clause (2) of subsection (A) of Section 7 of the Mortgage and in clause (2) of subsection (I) of Section 39 of the Mortgage shall be increased to sixteen per centum (16%).

So long as any bonds of the Eleventh Series are Outstanding, clause (2) of subsection (A) of Section 7 of the Mortgage is hereby amended by adding thereto the following words "provided, further, that the amount so included in such operating expenses in lieu of the amounts actually expended or accrued for repairs and maintenance of property owned by the Company and, if any, the Subsidiary Companies, and used in their or its electric, gas, steam or hot water utility business and the amounts actually appropriated out of income for retirement of such property, shall not be less than the amounts actually so expended or accrued or appropriated out of income", and Section 27 of the Mortgage is hereby amended to read as follows:

"Section 27. No bonds shall be authenticated and delivered upon the basis of Property Additions unless, as shown by

a Net Earning Certificate, the Adjusted Net Earnings of the Company and, if any, the Subsidiary Companies for the period therein referred to shall have been in the aggregate at least equivalent to twice the Annual Interest Requirements as shall be specified, pursuant to the provisions of subdivision (B) of Section 7 hereof, in such Net Earning Certificate."

So long as any bonds of the Eleventh Series shall remain Outstanding, as defined in Section 2 of the Mortgage, clause (8) of subsection (I) of Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

(II) So long as any bonds of the Eleventh Series remain Outstanding, as defined in Section 2 of the Mortgage, unless waived in writing by the holders of seventy per centum (70%) in principal amount of the bonds of the Eleventh Series Outstanding at the time of such consent, it will not declare any dividends on its Common Stock (other than (a) a dividend payable solely in shares of its Common Stock, or (b) a dividend payable in cash in cases, where, concurrently with the payment of such dividend, an amount in cash equal to such dividend is received by the Company as the proceeds of the issue and sale of shares of its Common Stock or as a capital contribution) or make any distribution on outstanding shares of its Common Stock or purchase or otherwise acquire or permit any subsidiary to purchase or acquire for value any outstanding shares of Common Stock of the Company (otherwise than in exchange for or out of the proceeds from the sale of other shares of such Common Stock) if, after such dividend, distribution, purchase or acquisition, the aggregate amount of such dividends, distributions, purchases and acquisitions paid or made subsequent to September 30, 1957 (other than the dividend of Thirty Cents ($.30) per share declared by the Company for payment on October 1, 1957) exceeds the sum of (a) the aggregate amount credited (on a consolidated basis) subsequent to September 30, 1957 to earned surplus

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of the Company and subsidiaries (without giving effect to (i) any of such dividends, distributions, purchases or acquisitions, or (ii) any net transfers from earned surplus to stated capital accounts), (b) $7,250,000 and (c) such additional amount as shall be authorized or approved, upon application by the Company, by the Securities and Exchange Commission, or by any successor commission thereto, under the Public Utility Holding Company Act of 1935 as now in effect or as it may be amended hereafter or any successor statute thereto.

For the purpose of this subsection (II) the aggregate amount credited (on a consolidated basis) subsequent to September 30, 1957 to earned surplus of the Company and subsidiaries shall be determined in accordance with generally accepted accounting principles and practices after making provision for dividends upon any preferred stock of the Company accumulated subsequent to such date, but in such determination there shall not be considered charges to earned surplus applicable to the period prior to October 1, 1957, including, but not limited to, charges to earned surplus for write-offs or write-downs of book values of assets owned by the Company and subsidiaries on September 30, 1957. There shall be included as a deduction, however, in determining the net balance to be transferred from the income account for any period subsequent to September 30, 1957, an amount equal to the provisions by the Company and Subsidiary Companies during such period for depreciation and retirement of property which amount, for the purpose of this subsection (II), shall not be less than the aggregate amounts required to be stated for the period from October 1, 1957 to the date of such dividend, distribution, purchase or acquisition in the Officers' Certificate of Maintenance by the provisions of subdivision (2) of subsection (I) of Section 39 of the Mortgage, as amended, less the aggregate amounts required to be stated in such Officers' Certificate of Maintenance by the provisions of subdivision (3) of subsection (I) of Section 39 of the Mortgage, as amended, including proportionate amounts calculated for any portion of the period elapsed since September 30, 1957 not theretofore included in any Officers' Certificate of Maintenance.

For the purpose of this subsection (II), the provisions for depreciation and retirement of property shall be deemed to be the amounts credited to the depreciation reserve accounts (including but not limited to amounts representing write-off, amortization, or provisions for reserves in respect of plant acquisition adjustments, to the extent that such amounts pertain to items not inherent in the balance sheet at September 30, 1957) through charges to operating revenue deductions, or otherwise to income, as provided in the Uniform System of Accounts prescribed for Public Utilities and Licensees by the Federal Power Commission.

ARTICLE IV.

Waiver of Certain Rights.

SECTION 4. So long as any of the bonds of the Eleventh Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any rights which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth or Tenth Supplemental Indenture or Section 2 of this Eleventh Supplemental Indenture or to any other credit under the Mortgage, as hereby or heretofore supplemented.

SECTION 5. So long as any of the bonds of the Eleventh Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right (which right has heretofore in the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Supplemental Indentures been so surrendered and waived so long as any bonds of the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth or Tenth Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or fair value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under any of the provisions of the Mortgage, as heretofore supplemented, or of this Eleventh Supplemental Indenture, on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 of the Second Supplemental Indenture or under Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth or Tenth Supplemental Indenture or under Section 2 of this Eleventh Supplemental Indenture.

ARTICLE V.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Eleventh Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Eleventh Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 7. So long as any bonds of the Eleventh Series remain Outstanding as defined in Section 2 of the Mortgage, the covenant in subsection (d) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 8. Section 65 of the Mortgage, as heretofore amended, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Eleventh Supplemental Indenture dated as of October 1, 1957", after the date "September 1, 1955".

SECTION 9. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eleventh Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Eleventh Supplemental Indenture with 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 Eleventh Supplemental Indenture.

SECTION 10. Whenever in this Eleventh Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Eleventh Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 11. Nothing in this Eleventh 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 Eleventh Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Eleventh Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 12. This Eleventh Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents or Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and Karl R. Henrich, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By .....
Executive Vice-President.

Attest:

.....
Assistant Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

GUARANTY TRUST COMPANY OF NEW YORK,
As Corporate Trustee,

By .....
Trust Officer.

Attest:

.....
Assistant Secretary.

Executed, sealed and delivered by GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

.....(L. S.)
As Co-Trustee.

Executed, sealed and delivered by KARL B. HENRICH in the presence of:

.....

.....

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 1st day of October, 1957, before me, IRENE FAY, a Notary Public in and for the State of New York, County of New York, personally appeared GEO. R. COREY and D. L. BROUSSARD to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be the Executive Vice-President and an Assistant Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said GEO. R. COREY resides in Salt Lake City, Utah, and the said D. L. BROUSSARD resides in Salt Lake City, Utah; that they are the Executive Vice-President and an Assistant Secretary, respectively of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Irene Fay

IRENE FAY
Notary Public, State of New York
No. 41-1174825
Qualified in New York County
Commission Expires March 30, 1959

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 1st day of October, 1957, before me, LUCILLE T. SCHLIESS, a Notary Public in and for the State of New York, County of New York, personally appeared W. L. BAKER and F. B. KINGSLEY, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Trust Officer and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said W. L. BAKER resides at 212 Park Lane, Douglaston 63, N. Y.; and the said F. B. KINGSLEY resides at 540 East 20th Street, New York 9, N. Y.; that they are a Trust Officer and an Assistant Secretary, respectively, of GUARANTY TRUST COMPANY OF NEW YORK, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal so affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

LUCILLE T. SCHLIESS
Notary Public, State of New York
Qualified in Kings County
Certificate filed in New York County
No. 24-8817400
Commission Expires March 30, 1958

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 1st day of October, 1957, before me, LUCILLE T. SCHLIESS, a notary public in and for the State of New York, County of New York, personally appeared KARL R. HENRICH, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

LUCILLE T. SCHLIESS
Notary Public, State of New York
Qualified in Kings County
Certificate filed in New York County
No. 03 8817400
Commission Expires March 30, 1958

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

GEO. R. ROBEY, being duly sworn, deposes and says that he is the Executive Vice-President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me, the 1st day of October, 1957.

IRENE FAY
Notary Public, State of New York
No. 31-1174825
Qualified in New York County
Commission Expires March 30, 1959

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

W. L. BAKER, being duly sworn, deposes and says that he is a Trust Officer of GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

.....

Subscribed and sworn to before me, the 1st day of October, 1957.

.....

LUCILLE T. SCHLIESS
Notary Public, State of New York
Qualified in Kings County
Certificate filed in New York County
No. 24-8817400
Commission Expires March 30, 1958

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

KARL R. HENRICH, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

.....

Subscribed and sworn to before me, the 1st day of October, 1957.

.....

LUCILLE T. SCHLIESS
Notary Public, State of New York
Qualified in Kings County
Certificate filed in New York County
No. 24-8817400
Commission Expires March 30, 1958

STATE OF WYOMING
FILED
AT 10:00 A.M.
JAN 05 1982
188340
THYRA THOMSON
SECRETARY OF STATE

UTAH POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

(Formerly GUARANTY TRUST COMPANY OF NEW YORK)

AND

KARL R. HENRICH

(Successor to ARTHUR E. BURKE),

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Twelfth Supplemental Indenture

Dated as of September 1, 1960

191433

June 21 1982 8:00 A.M.

TWELFTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the first day of September, 1960, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is P. O. Box 899, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and KARL R. HENRICH (successor to ARTHUR E. BURKE), whose post office address is 718 Woodland Ave., Westfield, New Jersey (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Twelfth Supplemental Indenture) being supplemental thereto;

WHEREAS, under the Mortgage, the Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Company and all such property (except as aforesaid) thereafter acquired by the Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado, which counties include or will include all counties in which this Twelfth Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Company covenanted 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 effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired and intended to be subject to the lien thereof and for such purpose and in order to confirm the lien of the Mortgage on certain after-acquired property the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called First Supplemental Indenture), which was recorded in various counties in the State of Utah; a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called Second Supplemental Indenture); a Third Supplemental Indenture, dated as of April 1, 1948 (hereinafter called Third Supplemental Indenture); a Fourth Supplemental Indenture, dated as of May 1, 1949 (hereinafter called Fourth Supplemental Indenture); a Fifth Supplemental Indenture, dated as of October 1, 1949 (hereinafter called Fifth Supplemental Indenture); a Sixth Supplemental Indenture, dated as of October 1, 1950 (hereinafter called Sixth Supplemental Indenture); a Seventh Supplemental Indenture, dated as of October 1, 1951 (hereinafter called Seventh Supplemental Indenture); an Eighth Supplemental Indenture, dated as of October 1, 1952 (hereinafter called Eighth Supplemental Indenture); a Ninth Supplemental Indenture, dated as of May 1, 1954 (hereinafter called Ninth Supplemental Indenture) and a Tenth Supplemental Indenture, dated as of September 1, 1955 (hereinafter called the Tenth Supplemental Indenture); which Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Supplemental Indentures were recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and said supplemental indentures, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees an Eleventh Supplemental Indenture, dated as of October 1, 1957 (hereinafter called

Eleventh Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Eleventh Supplemental Indenture was recorded in counties in the States of Utah, Idaho, Wyoming and Colorado, as follows:

UTAH

County	Date Recorded		Book	Page	Filed as Chattel: Date		Book	
Box Elder	10/14/57	112	of Records	549-564	10/14/57	14	C. M. Index	
Cache	10/ 8/57	22	Official Records	108-123	10/ 8/57	9	" "	
Carbon	10/30/57	50	of Records	235-251	10/30/57	10	" "	
Davis	10/14/57	131	Official Records	150	10/14/57	6	" "	
Duchesne	7/ 5/60	36	Mortgages	334-365	7/ 5/60	C. M. Index		
Emery	10/ 8/57	28	of Mortgages	273-304	10/ 8/57	C. M. Index		
Grand	10/14/57	7-K	of Mortgages	276-293	10/14/57	2	Mtg. Index	
Juab	10/15/57	175	" "	369	10/15/57	C. M. Index		
Morgan	10/ 8/57	B-11	" "	109-A	10/ 8/57	Filed in vault		
Rich	10/23/57	Y	" "	23-30	10/23/57	E. C. M. Index		
Salt Lake	10/14/57	1452	" "	1, etc.	10/14/57	"	"	
San Juan	10/17/57	200	" "	343-376	10/17/57	"	"	#1
Sanpete	10/15/57	99	" "	124	10/15/57	10	"	"
Sevier	10/ 8/57	A-20	" "	383-391	10/ 8/57	"	"	
Summit	10/17/57	23	" "	130-A-130-H	10/17/57	"	"	
Tooele	10/ 8/57	9	of Records	262-293	10/ 8/57	F	"	"
Uintah	10/16/57	A-54	of Mortgages	546-578	10/16/57	"	"	
Utah	10/25/57	762	" "	216-47	10/25/57	"	"	
Wasatch	10/15/57	31	" "	226-242	10/15/57	3	"	"
Weber	10/14/57	561	of Records	55	10/14/57	9	"	"

IDAHO

County	Date Recorded 1957		Book	Page	Filed as Chattel: Date 1957	Book	
Bannock	10/ 8	113	of Mortgages		10/ 8	20	C. M. Index
Bear Lake	10/ 8	23	" "	583-590	10/ 8	E	" "
Bingham	10/ 8	99	" "	60	10/ 8	Filed	
Bonneville	10/ 8	119	" "	181	10/ 8	12	C. M. Index
Butte	10/ 8	12	" "	106-A	10/ 8	4	" "
Caribou	10/ 8	36	" "	507	10/ 8	4	" "
Clark	10/ 9	7	" "		10/ 9	2	" "
Franklin	10/12	61	" "		10/12	7	" "
Fremont	10/ 8	58	" "	321-338	10/ 8	PZ	" "
Jefferson	10/ 8	164	" "	625	10/ 9	137	" "
Madison	10/ 8	191	" "	48	10/ 8	173	" "
Oneida	10/ 9	20	" "	554	10/ 9	K	" "
Power	10/ 8	44	" "	478-485	10/ 8	10	" "
Teton	10/ 8	76	" "	565-572	10/ 8	U	" "

WYOMING

County	Date Recorded 1957	Book		Page	Filed as Chattel: Date 1957	Book
Lincoln	10/ 9	24	of Mortgages	483	10/ 9	6 C. M. Index
Uinta	10/ 9	174-A	" "	31-61	10/ 9	163 C. M. Index

COLORADO

County	Date Recorded 1957	Book	Page
Delta	10/ 9	352	432
Dolores	10/10	89	481
Gunnison	10/11	331	52
La Plata	10/11	382	331
Montrose	10/ 9	459	355
Ouray	10/11	151	492
San Juan	10/11	167	570
San Miguel	10/17	274	106;

and

WHEREAS, an instrument dated as of May 9, 1955, was executed by the Company appointing Karl R. Henrich as Co-Trustee in succession to said Arthur E. Burke, resigned, under the Mortgage and by Karl R. Henrich accepting the appointment as Co-Trustee under the Mortgage in succession to the said Arthur E. Burke, which instrument was recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, 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, as supplemented, First Mortgage Bonds, 3¾% Series due 1968 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000), none of which are now Outstanding, First Mortgage Bonds, 2¾% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Thirty-two Million Dollars ($32,000,000), all

of which are now Outstanding, First Mortgage Bonds, 3⅛% Series due 1978 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 3% Series due 1979 (hereinafter called the bonds of the Fourth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due October 1, 1979 (hereinafter called the bonds of the Fifth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due 1980 (hereinafter called the bonds of the Sixth Series), in the aggregate principal amount of Eight Million Dollars ($8,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅝% Series due 1981 (hereinafter called the bonds of the Seventh Series), in the aggregate principal amount of Nine Million Dollars ($9,000,000), all of which are now Outstanding, First Mortgage Bonds, 3½% Series due 1982 (hereinafter called the bonds of the Eighth Series), in the aggregate principal amount of Ten Million Dollars ($10,000,000), all of which are now Outstanding, First Mortgage Bonds, 3¼% Series due 1984 (hereinafter called the bonds of the Ninth Series), in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅝% Series due 1985 (hereinafter called the bonds of the Tenth Series), in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), all of which are now Outstanding, and First Mortgage Bonds, 5¼% Series due 1987 (hereinafter called the bonds of the Eleventh Series), in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), all of which are now Outstanding; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also

contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, 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, as heretofore supplemented; and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence

of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York) and Karl R. Henrich (successor to Arthur E. Burke), as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all the properties of the Company specifically described in Article VI hereof;

Also all other property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the above mentioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the equipment thereof; all machinery,

engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted), all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore or in the Mortgage, as heretofore supplemented, described.

TOGETHER WITH all and singular the tenements hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all of the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the lien of the Mortgage, as hereby or heretofore supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Twelfth Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and

covenants as are set forth in the Mortgage, as supplemented, this Twelfth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York) and Karl R. Henrich (successor to Arthur E. Burke), as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

Twelfth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "4⅞% Series due 1990" (herein sometimes referred to as the "Twelfth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Twelfth Series shall mature on September 1, 1990, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registrable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of four and seven-eighths per centum (4⅞%) per annum,

payable semi-annually on March 1 and September 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Twelfth Series shall be dated as of September 1, 1960, and fully registered bonds of the Twelfth Series shall be dated as in Section 10 of the Mortgage provided.

(1) Bonds of the Twelfth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for redemption, unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during the 12 months period ending August 31,

1961	106.06%	1971	103.98%	1981	101.89%
1962	105.86%	1972	103.77%	1982	101.68%
1963	105.65%	1973	103.56%	1983	101.47%
1964	105.44%	1974	103.35%	1984	101.26%
1965	105.23%	1975	103.14%	1985	101.05%
1966	105.02%	1976	102.93%	1986	100.84%
1967	104.81%	1977	102.72%	1987	100.63%
1968	104.60%	1978	102.51%	1988	100.42%
1969	104.39%	1979	102.30%	1989	100.21%
1970	104.18%	1980	102.09%	1990	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Twelfth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture); provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, they shall be redeemable at the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 2 hereof if in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending August 31,

1961	101.19%	1971	100.96%	1981	100.59%
1962	101.17%	1972	100.93%	1982	100.55%
1963	101.15%	1973	100.90%	1983	100.50%
1964	101.13%	1974	100.87%	1984	100.45%
1965	101.11%	1975	100.84%	1985	100.39%
1966	101.09%	1976	100.80%	1986	100.33%
1967	101.07%	1977	100.76%	1987	100.27%
1968	101.04%	1978	100.72%	1988	100.21%
1969	101.02%	1979	100.68%	1989	100.15%
1970	100.99%	1980	100.64%	1990	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Twelfth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Twelfth Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer whenever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Twelfth Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Twelfth Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

Upon the delivery of this Twelfth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of the Twelfth Series for the aggregate principal amount of Sixteen Million Dollars ($16,000,000).

ARTICLE II.

Sinking or Improvement Fund for Bonds of the Twelfth Series.

SECTION 2. The Company covenants that, so long as any of the bonds of the Twelfth Series shall remain Outstanding, it will, on or before May 1, 1962 and on or before May 1 of each year thereafter, to and including the year 1990, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state:

(a) the greatest principal amount of all bonds of the Twelfth Series prior to January 1 of such year at any one time Outstanding;

(b) the aggregate principal amount of all bonds of the Twelfth Series retired prior to the date of such Officers' Certificate (i) with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or (ii) pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or (iii) pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Twelfth Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of Subdivision (4) of Section 69 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash (i) representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property or (ii) received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one per centum (1%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Twelfth Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Twelfth Series equivalent to the amount stated in the Officers' Certificate (due

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on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Twelfth Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Twelfth Series with the Corporate Trustee in full satisfaction of or in partial satisfaction of the requirements of this Section and (ii) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivisions (3) and/or (4) of Section 71 of the Mortgage; provided, however, that the retirement of no bonds of any series other than the Twelfth Series shall be made the basis of the withdrawal of cash deposited under this Section and, provided further that no bonds of any series other than the Twelfth Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Twelfth Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Twelfth Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Twelfth Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth or Eleventh Supplemental Indenture shall be deemed to be Funded Cash;

(II) 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 Section 3 of the Second Supplemental Indenture and any bonds of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth or Eleventh Series delivered to the Corporate Trustee pursuant to the provisions of Section 2 of the

Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth or Eleventh Supplemental Indenture, respectively, and any bonds of the Twelfth 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 use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth or Eleventh Supplemental Indenture, on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3 of the Second Supplemental Indenture or of said Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth or Eleventh Supplemental Indenture, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Twelfth Series purchased or redeemed or then to be purchased or redeemed but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Net Earning Certificate—Dividend Covenant.

SECTION 3. (I) So long as any bonds of the Twelfth Series shall remain Outstanding, as defined in Section 2 of the Mortgage, unless the increase hereinafter mentioned shall have been waived in writing by the holders of seventy per centum (70%) in principal amount of the bonds of the Twelfth Series Outstanding at the time of such consent, the figure fifteen per centum (15%) appearing in clause (2) of subsection (A) of Section 7 of the Mortgage and in clause (2) of subsection (I) of Section 39 of the Mortgage shall be increased to sixteen per centum (16%).

So long as any bonds of the Twelfth Series are Outstanding, clause (2) of subsection (A) of Section 7 of the Mortgage is hereby amended by adding thereto the following words "provided, further, that the amount so included in such operating expenses in lieu of the amounts actually expended or accrued for repairs and maintenance of property owned by the Company and, if any, the Subsidiary Companies, and used in their or its electric, gas, steam or hot water utility business and the amounts actually appropriated out of income for retirement of such property, shall not be less than the amounts actually so expended or accrued or appropriated out of income.", and Section 27 of the Mortgage is hereby amended to read as follows:

> "Section 27. No bonds shall be authenticated and delivered upon the basis of Property Additions unless, as shown by a Net Earning Certificate, the Adjusted Net Earnings of the Company and, if any, the Subsidiary Companies for the period therein referred to shall have been in the aggregate at least equivalent to twice the Annual Interest Requirements as shall be specified, pursuant to the provisions of subdivision (B) of Section 7 hereof, in such Net Earning Certificate."

So long as any bonds of the Twelfth Series shall remain Outstanding, as defined in Section 2 of the Mortgage, clause (8) of subsection (I) of

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Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

(II) So long as any bonds of the Twelfth Series remain Outstanding, as defined in Section 2 of the Mortgage, unless waived in writing by the holders of seventy per centum (70%) in principal amount of the bonds of the Twelfth Series Outstanding at the time of such consent, it will not declare any dividends on its Common Stock (other than (a) a dividend payable solely in shares of its Common Stock, or (b) a dividend payable in cash in cases where, concurrently with the payment of such dividend, an amount in cash equal to such dividend is received by the Company as the proceeds of the issue and sale of shares of its Common Stock or as a capital contribution) or make any distribution on outstanding shares of its Common Stock or purchase or otherwise acquire or permit any subsidiary to purchase or acquire for value any outstanding shares of Common Stock of the Company (otherwise than in exchange for or out of the proceeds from the sale of other shares of such Common Stock) if, after such dividend, distribution, purchase or acquisition, the aggregate amount of such dividends, distributions, purchases and acquisitions paid or made subsequent to August 31, 1960 (other than the dividend of Thirty-three Cents ($.33) per share declared by the Company for payment on October 1, 1960) exceeds the sum of (a) the aggregate amount credited (on a consolidated basis) subsequent to August 31, 1960 to earned surplus of the Company and subsidiaries without giving effect to (i) any of such dividends, distributions, purchases or acquisitions, or (ii) any net transfers from earned surplus to stated capital accounts), (b) $9,000,000 and (c) such additional amount as shall be authorized or approved, upon application by the Company, by the Securities and Exchange Commission, or by any successor commission thereunder the Public Utility Holding Company Act of 1935.

For the purpose of this subsection (II) the aggregate amount credited (on a consolidated basis) subsequent to August 31, 1960 to earned surplus of the Company and subsidiaries shall be determined in accordance with

generally accepted accounting principles and practices after making provision for dividends upon any preferred stock of the Company and its subsidiaries accumulated subsequent to such date, but in such determination there shall not be considered charges to earned surplus applicable to the period prior to September 1, 1960, including, but not limited to, charges to earned surplus for write-offs or write-downs of book values of assets owned by the Company and subsidiaries on August 31, 1960. There shall be included as a deduction, however, in determining the net balance to be transferred from the income account for any period subsequent to August 31, 1960, an amount equal to the provisions by the Company and Subsidiary Companies during such period for depreciation and retirement of property which amount, for the purpose of this subsection (II), shall not be less than the aggregate amounts required to be stated for the period from September 1, 1960 to the date of such dividend, distribution, purchase or acquisition in the Officers' Certificate of Maintenance by the provisions of subdivision (2) of subsection (I) of Section 39 of the Mortgage, as amended, less the aggregate amounts required to be stated in such Officers' Certificate of Maintenance by the provisions of subdivision (3) of subsection (I) of Section 39 of the Mortgage, as amended, including proportionate amounts calculated for any portion of the period elapsed since August 31, 1960 not theretofore included in any Officers' Certificate of Maintenance.

For the purpose of this subsection (II), the provisions for depreciation and retirement of property shall be deemed to be the amounts credited to the depreciation reserve accounts (including but not limited to amounts representing write-off, amortization, or provisions for reserves in respect of plant acquisition adjustments, to the extent that such amounts pertain to items not inherent in the balance sheet at August 31, 1960) through charges to operating revenue deductions, or otherwise to income, as provided in the Uniform System of Accounts prescribed for Public Utilities and Licensees by the Federal Power Commission.

ARTICLE IV.

Waiver of Certain Rights.

SECTION 4. So long as any of the bonds of the Twelfth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any right which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth or Eleventh Supplemental Indenture or Section 2 of this Twelfth Supplemental Indenture or to any other credit under the Mortgage, as hereby or heretofore supplemented.

SECTION 5. So long as any of the bonds of the Twelfth Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right (which right has heretofore in the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Supplemental Indentures been so surrendered and waived so long as any bonds of the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth or Eleventh Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or fair value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under any of the provisions

of the Mortgage, as heretofore supplemented, or of this Twelfth Supplemental Indenture, on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 of the Second Supplemental Indenture or under Section 2 of the Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth or Eleventh Supplemental Indenture or under Section 2 of this Twelfth Supplemental Indenture.

ARTICLE V.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Twelfth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Twelfth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 7. Section 14 of the Mortgage, as heretofore amended, is hereby further amended to read as follows:

> "Section 14. All bonds authenticated and delivered hereunder shall, from time to time, be executed on behalf of the Company by its President or one of its Vice-Presidents, whose signature, except on bonds of the 1968, 1976, 1978, May 1979, October 1979, 1980, 1981 and 1982 Series, may be facsimile, and its corporate seal shall be thereon impressed or imprinted and attested by its Secretary or one of its Assistant Secretaries, whose signature, except on bonds of the 1968, 1976, 1978, May 1979, October 1979, 1980, 1981, 1982, 1984, 1985 and 1987 Series, may be facsimile. The coupons to be attached to coupon bonds shall bear the facsimile signature of the present or any future Treasurer or, on coupons to be attached to coupons bonds of the 1985 Series or any subsequent series, of the present or any future Treasurer or Assistant Treasurer of the Company. In case any of the officers who shall have signed any bonds or attested the seal thereon, or whose facsimile signature appears on any bond or coupon, shall cease to be such officers of the Company before the bonds so signed and/or sealed shall have been actually authenticated and delivered by the Corporate Trustee or issued by

the Company, such bonds nevertheless may be authenticated, delivered and/or issued with the same force and effect as though the person or persons who signed such bonds and/or attested the seal thereon and/or whose facsimile signature appears on any bond or coupon had not ceased to be such officer or officers of the Company. Before authenticating any coupon bonds, the Corporate Trustee shall cut off, cancel and cremate all matured coupons thereto attached (except as otherwise provided or permitted in Sections 12 and 16 hereof), and shall deliver to the Company a certificate evidencing the cremation thereof."

So long as any bonds of the Twelfth Series remain Outstanding, as defined in Section 2 of the Mortgage, the covenant in subsection (II) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 8. Section 65 of the Mortgage, as heretofore amended, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Twelfth Supplemental Indenture dated as of September 1, 1957" after the date "October 1, 1957".

Section 109 of the Mortgage is hereby amended to insert in the last paragraph thereof the words "offered or" before the word "sold".

SECTION 9. The Trustees hereby accept the trusts herein declared, provided created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twelfth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Twelfth Supplemental Indenture with 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 Twelfth Supplemental Indenture.

SECTION 10. Whenever in this Twelfth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Twelfth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 11. Nothing in this Twelfth 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 Twelfth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twelfth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and coupons Outstanding under the Mortgage.

SECTION 12. This Twelfth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE VI.

Specific Description of Property.

PARAGRAPH ONE

ELECTRIC GENERATING PLANTS

The Electric Generating Plants, Developments and Stations of the Company, including all dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, buildings, boilers, generators, machinery, poles, wires and other equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's water appropriations and water right reservoir, storage and flowage rights, licenses, easements, rights of way, permits, franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, including, but not limited to the following described property situated in the States of Idaho, Wyoming and Utah.

IDAHO PROPERTY

(1) *Grace Hydroelectric Plant,* (Item (5) of Paragraph One of the Mortgage)

Additional Lands:

1 tract of land adjacent to existing Plant and located in Section 21, T. 1 R. 40 E., B. M., containing 6.09 acres, being land acquired by deed dated September 27, 1954, from Lowell A. and Louisa H. Elsmore and recorded September 27, 1954, in Book 38 of Deeds page 309, in the records of the County Recorder of Caribou County.

WYOMING PROPERTY

(2) *Kemmerer Steam Electric Plant,* a steam electric generating station now under construction, together with the reservoir, diversion site, pipe line, generators, turbines, cooling towers, coal handling equipment, etc., situated in Sections 34, 35 and 36, T. 24 N., R. 117 W., 6th P.M., Sections 1, 2, 3, 10, 11, 13, 14, 15, 23 and 24, T. 23 N., R. 117 W., 6th P.M., Section 27, T. 23 N., R. 116 W., 6th P.M., Sections 28, 32 and 33, T. 22 N.,

R. 116 W., 6th P.M., in Lincoln County, Wyoming, including, but not limited to all such lands, water rights and other property, acquired for or in connection with said plant, by and under the following deeds recorded in the records of the County Clerk of Lincoln County, Wyoming, which are hereby referred to for more particular descriptions of said lands and rights:

Reservoir Lands:

1. A tract of land located in Sections 3 and 10, T. 23 N., R. 117 W., 6th P.M., being land acquired by deed dated February 1, 1958, from James P. Buck and recorded February 19, 1958 in Book 26 PR, Page 242.

2. A tract of land located in Sections 2 and 11, T. 23 N., R. 117 W., 6th P.M., being land acquired by deed dated February 13, 1958, from Neilo Antilla and Walter Matt Antilla and recorded February 19, 1958 in Book 26 PR, Page 241.

3. A tract of land located in Sections 10, 14 and 15, T. 23 N., R. 117 W., 6th P.M., being land acquired by deed dated February 13, 1958, from Leonard and Louise S. Buck and recorded March 10, 1958 in Book 26 PR, Page 321.

4. A tract of land located in Sections 13, 14, 23 and 24, T. 23 N., R. 117 W., 6th P.M., being land acquired by deed dated February 24, 1958, from John F. Peternal, et al, and recorded February 25, 1958 in Book 26 PR, Page 273.

5. A tract of land located in Section 2, T. 23 N., R. 117 W., and Section 35, T. 24 N., R. 117 W., 6th P.M., being land acquired by deed dated February 25, 1958, from Margaret Robinson Davison and William Davison and recorded February 25, 1958 in Book 26 PR, Page 271.

6. A tract of land located in Sections 2 and 3, T. 23 N., R. 117 W., and Sections 34 and 35, T. 24 N., R. 117 W., 6th P.M., being land acquired by deed dated February 26, 1958 from Benjamin A. and Elsie E. Brown and recorded February 26, 1958 in Book 26 PR, Page 290.

7. Tracts No. 46 and 48 of T. 23 N., R. 117 W., 6th P.M., being land acquired by deed dated July 9, 1958 from John Batista Carollo and Saverio Moro and recorded July 9, 1958 in Book 28 PR, Page 505.

8. Tracts No. 50, 52 and 54 of T. 23 N., R. 117 W., 6th P.M., being land acquired by deed dated July 25, 1958 from Mary Churlick Carollo and recorded July 26, 1958 in Book 29 PR, Page 131.

9. Several tracts of land located in Sections 1, 2, 10, 11, 12, 13, 14, T. 23 N., R. 117 W., Sections 35 and 36, T. 24 N., R. 117 W., and tracts 55-A to H, inclusive, T. 23 N., R. 117 W., 6th P.M., being land acquired by Patent dated February 18, 1959 from The United States of America and recorded March 6, 1959 in Book 32 PR, Page 48[illegible].

Rediversion site:

10. A tract of land located in Section 27, T. 22 N., R. 116 W., 6th P.M., being land acquired by deed dated December 19, 1957 from Rose Peternal Strucel and recorded December 19, 1957 in Book 25 PR, Pages 453-454.

11. Lot 6 of Section 27, T. 22 N., R. 116 [illegible], 6th P.M., being land acquired by Patent dated December 19, 1958 fr[illegible] The United States of America and recorded January 10, 1959 in Book [illegible] PR, Page 490.

Plant Site:

12. A tract of land located in Sections 28, 29, 32 and 33, T. 21 N., R. 116 W., 6th P.M., being land acquired by deed dated April 10, 1958 from Marcus D. Nelson, et al, and recorded April [illegible], 1958 in Book 27 PR, Page 1.

13. A tract of land located in Sections 32 and 33, T. 21 N., R. 116 W., 6th P.M., being land acquired by Patent dated January 23, 1959 from The United States of America and recorded February [illegible], 1959 in Book 32 PR, Page 181.

UTAH PROPERTY

(3) *Gadsby Steam Electric Plant*, (Item (3) of Paragraph One of the Ninth Supplemental Indenture).

Additional Lands:

1. A tract of land located in Lot 1 of Section 3, T. 1 S., R. 1 W., S.L.M., being land acquired by Decree from the District Court of the State of Utah, Third Judicial District, dated December 12, 1953, from Orville L.

and Delores Jones and recorded December 19, 1953, in Book 1054, Page 470 in the records of the County Recorder of Salt Lake County.

Additional Water Rights:

1. Certificate of Appropriation of Water No. 5537, Application No. 20558, issued to the Company August 20, 1958 by the State Engineer of Utah for 7.784 cubic feet per second of the waters of Jordan River with a priority of March 30, 1949 and recorded August 27, 1958 in Book 1535, Page 358 in the records of the County Recorder of Salt Lake County.

(4) *Hale Steam Electric Plant*, (Formerly Orem Steam Electric Plant, situated near Orem, Utah County, Utah—Item (23) of Paragraph One of the Mortgage and Item (6) of Paragraph One of the Fourth Supplemental Indenture).

Additional Water Rights:

1. Certificate of Appropriation of Water No. 5031, Application No. 20435, issued to the Company September 16, 1955 by the State Engineer of Utah for 80.24 second feet of the waters of Provo River with priority of January 24, 1949 and recorded September 24, 1955 in Book 693, Pages 66-67 in the records of the County Recorder of Utah County.

2. Change Certificate No. a-259, Change Application No. a-2638, issued to the Company September 17, 1957 by the State Engineer of Utah for Permanent Change of Point of Diversion for 52.6 second feet of the waters of Provo River with priority of the original right of December 10, 1935 and recorded September 25, 1957 in Book 758, Pages 602-604 in the records of the County Recorder of Utah County.

(5) *Carbon Steam Electric Plant*, (Item (4) of Paragraph One of the Ninth Supplemental Indenture).

Additional Lands:

1. Two tracts of land located in the NW¼ of the NE¼ of Section 35, T. 12 S., R. 9 E., S.L.M., and the E½ of the SW¼ of Section 1, T. 13 S., R. 9 E., S.L.M., being land acquired by deed dated April 26, 1954, from Independent Coal & Coke Company, James L. White, Trustee and Sarah White and recorded May 10, 1954 in Book 26 of Records, Pages 271-273 in the records of the County Recorder of Carbon County.

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2. A tract of land located in the E½ of the NW¼ of Section 12, T. 13 S., R. 9 E., S.L.M., being land acquired by deed dated June 10, 1954, from Independent Coal & Coke Company, James L. White, Trustee and Sarah White and recorded July 1, 1954 in Book 27 of Records, Pages 148-149 in the records of the County Recorder of Carbon County.

3. A tract of land located in the N½ of the NE¼ and the SE¼ of the NE¼ of Section 19, T. 15 S., R. 11 E., S.L.M., being land acquired by deed dated April 20, 1955, from Milt and Sety Stamoulis and recorded April 27, 1955 in Book 32 of Records, Page 394 in the records of the County Recorder of Carbon County.

4. A tract of land located in the SW ¼ of the SE ¼ of Section 30, T. 11 S., R. 9 E., S.L.M., being land acquired by deed dated October 4, 1955, from Carrie A. Thomas Williams, formerly Carrie A. Thomas and recorded October 6, 1955 in Book 694, Pages 97[illegible] in the records of the County Recorder of Utah County.

Water Rights:

1. Certificate No. 168 representing 8 shares of the capital stock of the Carbon Canal Company, Certificate No. 170, representing 30 shares of the common stock of the Wellington Canal Company and any Price River Water Conservation District Reservoir Water which may be allotted, being rights acquired by deed dated April 20, 1955, from Milt and Sety Stamoulis and recorded April 27, 1955 in Book 32 of Records, Page 394, in the records of the County Recorder of Carbon County.

2. Deed dated April 12, 1956 from Independent Coal & Coke Company for the right to 2.33 second feet of water in the Price River accruing to the Grantor described in the Decree in the case of Cardwell Canal Company, a corporation, et al, vs. The Pioneer Ditch Company No. 1, et al, in the District Court of the Seventh Judicial District of the State of Utah and recorded April 19, 1956, in Book 39 of Records, Pages 295-296 in the records of the County Recorder of Carbon County.

3. Deed dated August 9, 1956 from the Carbon Canal Company for the right to 3.5 second feet of water in the Price River accruing to the Grantor between October 1 of any year and March 31 of the following year and recorded October 2, 1956 in Book 42 of Records, Pages 487-488 in the records of the County Recorder of Carbon County.

4. Change Certificate No. a-288, Change Application No. a-3138, issued to the Company August 25, 1958 by the State Engineer of Utah for Permanent Change of Point of Diversion, Place and Nature of Use for 2.33 second feet of the waters of Price River with priority of the original right of December 18, 1902 and recorded September 4, 1958 in Book 56 of Records, pages 515-516 in the records of the County Recorder of Carbon County.

5. Change Certificate No. a-289, Change Application No. a-3188, issued to the Company August 25, 1958 by the State Engineer of Utah for Permanent Change of Point of Diversion, Place and Nature of Use for 3.5 second feet of the waters of Price River with priority of the original right of August 30, 1906 and recorded September 4, 1958 in Book 56 of Records, pages 513-514 in the records of the County Recorder of Carbon County.

6. Certificate of Appropriation of Water No. 5549, Application No. 24282, issued to the Company September 22, 1958 by the State Engineer of Utah for 2.75 second feet of Underground Water with a priority of October 14, 1952 and recorded October 6, 1958 in Book 791, pages 422-423 in the records of the County Recorder of Utah County.

7. Certificate of Appropriation of Water No. 5550, Application No. 24909, issued to the Company September 22, 1958 by the State Engineer of Utah for 4.57 second feet of Underground Water with a priority of May 21, 1953 and recorded October 6, 1958 in Book 791, pages 424-425 in the records of the County Recorder of Utah County.

8. Certificate of Appropriation of Water No. 5551, Application No. 28351, issued to the Company September 22, 1958 by the State Engineer of Utah for 10.0 second feet of the waters of Price River with a priority of July 18, 1956 and recorded October 6, 1958 in Book 57 of Records, pages 290-291 in the records of the County Recorder of Carbon County.

(6) *Vernal Internal Combustion Plant (Formerly Vernal 17 Kv Substation),* (Item (124) of Paragraph Two of the Mortgage).

Additional Lands:

1. A tract of land located in the NE ¼ of the NW ¼ of Section 23, T. 4 S., R. 21 E., S.L.M., being land acquired by deed dated November 14, 1953, from Chester H. and Rhoda L. Hartman and recorded November 18,

1953 in Book A-30, page 424 in the records of the County Recorder of Uintah County.

(7) *Olmsted Hydroelectric Plant.* (Item (22) of Paragraph One of the Mortgage).

Additional Water Rights:

1. Change Certificate No. a-260, Change Application No. a-2637, issued to the Company September 17, 1957 by the State Engineer of Utah for Permanent Change of Point of Diversion for 199.87 second feet of the waters of Provo River with priority of the original right of November 28, 1917 and recorded September 25, 1957 in Book 758, pages 605-607 in the records of the County Recorder of Utah County.

2. Change Certificate No. a-261, Change Application No. a-2636, issued to the Company September 17, 1957 by the State Engineer of Utah for Permanent Change of Point of Diversion for 229.0 second feet of the waters of Provo River with Priority of the original right of Prior to May 12, 1903 and recorded September 25, 1957 in Book 758, pages 608-610 in the records of the County Recorder of Utah County.

(8) *Riverdale Hydroelectric Plant,* (Item (11) of Paragraph One of the Mortgage).

Additional Lands:

1. A tract of land adjacent to existing Plant Land located in Lot 1 and the NE ¼ of the NW ¼ of Section 19, T. 5 N., R. 1 W., S.L.M. containing 1.3 acres, more or less, being land acquired by deed dated August 29, 1956 from George S. and Amy A. Thompson and recorded October 25, 1956 in Book 528, page 574 in the records of the County Recorder of Weber County

2. A tract of land adjacent to the above-mentioned tract of land located in Lot 1 and the NE ¼ of the NW ¼ of Section 19, T. 5 N., R. 1 W., S.L.M., containing 2.55 acres, more or less, being land acquired by deed dated October 4, 1956 from South Ogden Stake of The Church of Jesus Christ of Latter Day Saints and recorded October 25, 1956 in Book 528, page 575-576 in the records of the County Recorder of Weber County.

Also all other electric generating plants, developments and stations of the Company, or parts thereof, and all lands owned by the Company acquired for or in connection with the same, and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation of the same.

PARAGRAPH TWO

Substations, Switchyards and Switchracks.

The Electric Substations, Switchyards and Switchracks of the Company, including all buildings, structures, towers, poles, underground structures, conduits, equipment, applicances and devices for transforming, converting and distributing electric energy; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public street or highway, or the public lands of the United States, or any State, or other lands, public or private; including but not limited to, the following described property within the States of Idaho, Wyoming and Utah.

Idaho Property

(1) *Rigby 161 Kv Substation*, situated near Rigby, Jefferson County, Idaho. Additional land acquired by deed dated July 26, 1954 from Lettie E. Call et al and recorded July 26, 1954 in Book 153 of Deeds, page 308 in the records of the County Recorder of said County.

(2) *Miller 69 Kv Substation*, situated near Roberts, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated April 1, 1955 from H. Julian and Leah W. Miller and recorded April 5, 1955 in Book 153 of Deeds, page 350 in the records of the County Recorder of said county.

(3) *Belson 69 Kv Substation*, situated near Roberts, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated July 30, 1957, from Herman and Florence M. Belson and recorded July 31, 1957 in Book 153 of Deeds, Page 506, in the records of the County Recorder of said County.

(4) *Mud Lake 69 Kv Substation*, situated near Mud Lake, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated September 12, 1957, from Robert M. and Nancy Faye Chastain and recorded September 26, 1957 in Book 153 of Deeds, Page 524, in the records of the County Recorder of said County.

(5) *North Monteview 46 Kv Substation*, situated near Mud Lake, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated March 29, 1954, from John J. and Ruth A. Zweifel and recorded March 31, 1954 in Book 153 of Deeds, Page 281, in the records of the County Recorder of said County.

(6) *Grace Village 46 Kv Substation*, situated near Grace, Caribou County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated April 27, 1954 from Evan and Dorothy C. Adams and recorded April 27, 1954 in Book 38 of Deeds, Page 197, in the records of the County Recorder of said County.

(7) *Anderson 46 Kv Substation*, situated near Terreton, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated June 2, 1954 from Western American Company and recorded June 8, 1954 in Book 153 of Deeds, page 295, in the records of the County Recorder of said County.

(8) *Newdale 46 Kv Substation*, situated near Newdale, Madison County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated July 15, 1954 from Clair and Phoebe Rae Robinson and recorded July 23, 1954 in Book 181, Page 12, in the records of the County Recorder of said County.

(9) *Iona 46 Kv Substation*, situated near Iona, Bonneville County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated July 31, 1954, from W. G. Jr. and Ellen Steele and recorded August 2, 1954 in Book 92 of Deeds, Page 197 in the records of the County Recorder of said County.

(10) *Merrill 46 Kv Substation*, situated near Idaho Falls, Bonneville County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated April 8, 1955 from A. A. and Thelma C. Merrill and recorded May 17, 1955 in Book 96 of Deeds, Page 280 in the records of the County Recorder of said County.

Also, additional land acquired by deed dated July 2, 1957, from L. B. Holden Farm Company, Inc. and recorded August 23, 1957 in Book 109 of Deeds, Pages 403-406, in the records of the County Recorder of said County.

(11) *Camas 46 Kv Substation*, situated near Camas, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated May 3, 1956, from Luke's, Inc. and recorded May 4, 1956 in Book 153 of Deeds, Page 442, in the records of the County Recorder of said County.

(12) *Shelley 46 Kv Substation*, situated near Shelley, Bingham County, Idaho. Additional land acquired by deed dated September 12, 1957, from Irene C. Harker and recorded September 25, 1957 in Book 97 of Deeds, Page 34, in the records of the County Recorder of said County.

(13) *McCammon 46 Kv Substation*, situated near McCammon, Bannock County, Idaho. Additional land acquired by deed dated December 23, 1957, from Elmer M. and Margaret R. Martin and recorded January 13, 1958 in Book 130, in the records of the County Recorder of said County.

(14) *Menan 46 Kv Substation*, situated in Menan, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated March 6, 1958, from Therold E. and Opal B. Nichols and recorded March 8, 1958 in Book 153 of Deeds, Page 565, in the records of the County Recorder of said County.

(15) *Horsley 46 Kv Substation*, situated near Soda Springs, Caribou County, Idaho.

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(16) *Sage 69 Kv Substation*, situated near Sage, Lincoln County, Wyoming.

(17) *Pope 46 Kv Substation*, situated near Sage, Lincoln County, Wyoming, together with the land upon which the substation is located, being land acquired by deed dated April 6, 1959, from Clive Arden and Sylva H. Pope and recorded April 10, 1959 in Book 33 PR, Page 77, in the records of the County Recorder of said County.

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(18) *Ben Lomond 230 Kv Substation,* situated near Hot Springs, Box Elder County, Utah, together with the land upon which the substation is located, being land acquired by the following deeds recorded in the records of the County Recorder.

Weber and Box Elder Counties:

1. Deed dated April 7, 1959 from William B. Harvey, dba Concrete Products Company of Ogden, Utah and Gayle S. Harvey, recorded May 18, 1959 in Book 125, Page 609, Box Elder County and recorded June 8, 1959 in Book 614, Pages 144-145, Weber County.

2 Deed dated August 5, 1959, from Ogden Hot Springs Sanitarium Co., recorded August 17, 1959 in Book 128, Page 415, Box Elder County and recorded August 26, 1959 in Book 621, Page 448-449, Weber County.

3 Q.C.D. dated August 5, 1959 from Ogden Hot Springs Sanitarium Co., recorded August 17, 1959 in Book 128, Page 417, Box Elder County and recorded August 26, 1959 in Book 621, Page 447, Weber County.

Box Elder County:

4 Deed dated June 1, 1959 from William B. and Gayle S. Harvey, recorded June 1, 1959 in Book 126, Page 258

5 Deed dated May 29, 1959, from Donald W. and Helen D. Layton, recorded June 2, 1959 in Book 126 of Records, Page 284.

(19) *Helper 138 Kv Substation,* situated near Helper, Carbon County, Utah. Additional land acquired by deed dated January 4, 1955 from Utah Railway Company and recorded January 27, 1955 in Book 31 of Records, Page 66, in the records of the County Recorder of said County.

Also, additional land acquired by deed dated June 24, 1955, from Utah Railway Company and recorded July 26, 1955 in Book 34 of Records, Page 257, in the records of the County Recorder of said County.

(20) *Smithfield 138 Kv Substation,* situated near Smithfield, Cache County, Utah, together with the land upon which the substation is located, being land acquired by deed dated April 20, 1956 from Mary Jane Lewis and recorded April 20, 1956 in Book 6, Page 178, in the records of the County Recorder of said County.

Also, additional land for foot and vehicular traffic acquired by deed dated March 29, 1956, from Olof Nelson Construction Company and recorded April 20, 1956 in Book 6, Page 179, in the records of the County Recorder of said County.

(21) *Thirty South 138 Kv Switchrack,* situated near Salt Lake City, Salt Lake County, Utah together with the land upon which the switchrack is located, being land acquired by deed dated February 25, 1956, from Redwood Corporation of the Church of Jesus Christ of Latter Day Saints and recorded February 27, 1956 in Book 1286, Pages 478-479, in the records of the County Recorder of said County.

Also, additional land acquired by Q.C.D. dated October 14, 1959 from Salt Lake County and recorded October 26, 1959 in Book 1660, Page 162 in the records of the County Recorder of said County.

(22) *Ninety South 138 Kv Substation,* situated near Midvale, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated August 24, 1956, from Willard and Vivian G. Richardson and recorded August 28, 1956 in Book 1341, Pages 156-158, in the records of the County Recorder of said County.

(23) *Columbia 138 Kv Substation,* situated near Sunnyside, Carbon County, Utah, together with the land upon which the substation is located, being land acquired by deed dated April 10, 1957, from Bonnie Jensen and recorded April 29, 1957 in Book 46, Page 319, in the records of the County Recorder of said County.

(24) *Moab 138/69 Kv Substation,* situated near Moab, Grand County, Utah.

(25) *Mounds 138 Kv Switchrack,* situated near Mounds, Emery County, Utah.

(26) *Moab City 69 Kv Substation,* situated in Moab, Grand County, Utah together with the land upon which the substation is located, being land acquired by deed dated January 19, 1955 from W. J. and Eva Pray and recorded January 27, 1955 in Book 3 G, Page 444 in the records of the County Recorder of said County.

(27) *Monticello 69 Kv Substation,* situated in Monticello, San Juan County, Utah, together with the land upon which the substation is located, being land acquired by deed dated August 23, 1955, from Alvin and Beula B. Black and recorded August 29, 1955 in Book 58, Page 193, in the records of the County Recorder of said County.

(28) *Pinto 69 Switchrack,* situated near Monticello, San Juan County, Utah, together with the land upon which the switchrack is located, being

land acquired by deed dated August 19, 1957, from A. B. and Etta Barton and recorded September 18, 1957 in Book 196, Page 514, in the records of the County Recorder of said County.

(29) *Bluff 69 Kv Substation*, situated near Bluff, San Juan County, Utah, together with the land upon which the substation is located, being land acquired by deed dated September 11, 1957, from Margaret P. Nielsen and recorded September 12, 1957 in Book 196, Page 369, in the records of the County Recorder of said County.

(30) *Carbide 69 Kv Substation*, situated near Monticello, San Juan County, Utah, together with the land upon which the substation is located, being land acquired by deed dated August 25, 1958, from Stephen P. and Marie V. Meyer and recorded September 2, 1958 in Book 236, Page 96, in the records of the County Recorder of said County.

(31) *Aneth 69 Kv Substation*, situated near Bl[illegible] San Juan County, Utah.

(32) *Arches 69 Kv Substation*, situated near M[illegible]ab, Grand County, Utah.

(33) *La Sal 69 Kv Substation*, situated near La Sal, San Juan County, Utah.

(34) *North Moab 69 Kv Substation*, situated in Moab, Grand County, Utah.

(35) *Red Rock 69 Kv Substation*, situated southeast of Bluff, San Juan County, Utah.

(36) *Montezuma 69 Kv Substation*, situated east of Bluff, San Juan County, Utah.

(37) *Clear Creek 46 Kv Substation*, situated near Clear Creek, Carbon County, Utah, together with the land upon which the substation is located, being land acquired by Quitclaim Deed dated October 5, 1953 from James L. White, Trustee and Sarah White and recorded January 6, 1954 in Book 24 of Records, Page 393, in the records of the County Recorder of said County; also by Quitclaim Deed dated October 6, 1953 from Independent Coal & Coke Company and recorded January 6, 1954, in Book 24 of Records, Page 394, in the records of the County Recorder of said County.

(38) *Mona 46 Kv Switchrack*, situated near Mona, Juab County, Utah, together with the land upon which the switchrack is located, being land acquired by deed dated November 12, 1953 from Willard and Sarah E. Molyneux and recorded July 2, 1954 in Book 160, Page 89 in the records of the County Recorder of said County.

Also, additional land acquired by deed dated November 1, 1955, from Vaughn and Geneva G. Molyneux and recorded November 2, 1955 in Book 169, Page 408, in the records of the County Recorder of said County.

(39) *Redwood 46 Kv Substation*, situated in Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is located being land acquired by deed dated February 15, 1954, from John M. and Glenn Walker Wallace and Leland S. and Paula M. Swaner and recorded February 17, 1954 in Book 1066, Page 283, in the records of the County Recorder of said County.

(40) *Third West 46 Kv Substation*, formerly Old Public Service Property, situated in Salt Lake City, Salt Lake County, Utah. Additional land acquired by deed dated February 9, 1954 from Utah Lumber Company and recorded October 13, 1954 in Book 1132, Page 457, in the records of the County Recorder of said County.

(41) *Box Elder 46 Kv Substation*, situated in Perry, Box Elder County, Utah, together with the land upon which the substation is located, being land acquired by deed dated March 5, 1954, from Luella H. Mc Donald and recorded April 7, 1954 in Book 87, Page 602, in the records of the County Recorder of said County.

(42) *West Commercial 46 Kv Substation*, situated in Ogden City, Weber County, Utah, together with the land upon which the substation is located, being land acquired by deed dated May 10, 1954, from J. Francis and Nettie W. Fowles and recorded May 10, 1954 in Book 443 of Records, Page 526, in the records of the County Recorder of said County.

(43) *North Salt Lake 46 Kv Substation*, situated in North Salt Lake, Davis County, Utah, together with the land upon which the substation is located, being land acquired by deed dated July 19, 1954 from Western States Refining Company and recorded July 23, 1954 in Book 68, Page 227, in the records of the County Recorder of said County.

(44) *Millville 46 Kv Substation*, situated near Millville, Cache County, Utah. Additional land acquired by deed dated October 18, 1954 from John William and Matilda E. Rice and recorded October 19, 1954 in Book 95 of Deeds, Page 228, in the records of the County Recorder of said County.

(45) *East Mill Creek 46 Kv Substation*, situated near Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation

is located, being land acquired by Q.C.D. dated December 1, 1954 from Salt Lake County and recorded December 23, 1954 in Book 1154, Page 518, in the records of the County Recorder of said County.

(46) *East Provo 46 Kv Substation*, situated in Provo City, Utah County, Utah, together with the land upon which the substation is located, being land acquired by deed dated January 21, 1955 from the Public Welfare Commission of the State of Utah and recorded February 14, 1955 in Book 673, Pages 543-544, in the records of the County Recorder of said County.

(47) *South Granger 46 Kv Substation*, situated near Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated November 14, 1955, from Frank S. and Nellee A. Wood and recorded November 30, 1955 in Book 1262, Page 380, in the records of the County Recorder of said County.

(48) *Taylorsville 46 Kv Substation*, situated near Taylorsville, Salt Lake County, Utah. Additional land acquired by deed dated November 29, 1955, from Joseph E. Blake and recorded November 1955 in Book 1262, Pages 488-489, in the records of the County Recorder of said County.

(49) *Butlerville 46 Kv Substation*, situated near Murray, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated March 16, 1956, from Marion H. and Melva W. Brady and recorded March 19, 1956 in Book 1292, Page 285, in the records of the County Recorder of said County.

(50) *Tooele 46 Kv Substation*, situated in Tooele, Tooele County, Utah. Additional land acquired by Q.C.D. dated July 28, 1956, from Tooele City and recorded August 10, 1956 in Book 4 of Records, Pages 418-419, in the records of the County Recorder of said County.

(51) *Ferron 46 Kv Substation*, situated near Ferron, Emery County, Utah, together with the land upon which the substation is located, being land acquired by deed dated October 10, 1955, from Arthur L. and Bertha G. Peterson and recorded October 11, 1955 in Book 24, Page 328, in the records of the County Recorder of said County.

(52) *Valley Center 46 Kv Substation*, situated near Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated March 17, 1956, from Ella

Romney Croxford and recorded March 19, 1956 in Book 1292, Page 286, in the records of the County Recorder of said County.

(53) *Kaysville 46 Kv Substation*, situated in Kaysville, Davis County, Utah, together with the land upon which the substation is located, being land acquired by deed dated August 28, 1956, from Wendell F. Scofield and recorded August 28, 1956 in Book 111, Page 181, in the records of the County Recorder of said County.

Also, by deed dated August 23, 1956, from J. E. and Ruth C. Wall and recorded August 28, 1956 in Book 111, Page 182, in the records of the County Recorder of said County.

(54) *Kaysville 46 Kv Switchrack*, situated in Kaysville, Davis County, Utah, together with the land upon which the switchrack is located, being land acquired by deed dated October 22, 1956, from Wilkie F. and Helen B. Galbraith and recorded October 29, 1956 in Book 114, Page 188, in the records of the County Recorder of said County.

(55) *Park City 46 Kv Substation*, situated in Park City, Summit County, Utah. Additional land acquired by Q.C.D. dated June 19, 1956, from Union Pacific Railroad Company and recorded August 22, 1956 in Book I of Q.C.D., Page 171, in the records of the County Recorder of said County.

(56) *Snarr 46 Kv Substation*, situated in Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated December 12, 1956, from Mattie M. Winkless Kunkel and recorded December 20, 1956 in Book 1376, Page 54, in the records of the County Recorder of said County.

Also, by deed dated December 14, 1956 from Thomas J. and Myrtle M. Snarr and recorded December 20, 1956 in Book 1376, Page 53, in the records of the County Recorder of said County.

(57) *Amerfork 46 Kv Substation*, situated in American Fork, Utah County, Utah, together with the land upon which the substation is located, being land acquired by deed dated April 23, 1957, from J. R. Tattersall and recorded April 23, 1957, in Book 744, Pages 188-189, in the records of the County Recorder of said County.

(58) *Marquardt 46 Kv Switchrack*, situated in Ogden, Weber County, Utah, together with the land upon which the switchrack is located, being land

acquired by Q.C.D. dated March 26, 1957, from Ogden City and recorded March 26, 1957 in Book 542 of Records, Page 464, in the records of the County Recorder of said County.

(59) *Wellington 46 Kv Substation*, situated in Wellington, Carbon County, Utah, together with the land upon which the substation is located, being land acquired by deed dated May 8, 1957, from Floyd and Virginia Hawkins and recorded May 8, 1957 in Book 46 of Records, Page 413, in the records of the County Recorder of said County.

(60) *Lewiston 46 Kv Substation*, situated in Lewiston, Cache County, Utah, together with the land upon which the substation is located, being land acquired by deed dated July 10, 1957, from Meridith Bodily, a.k.a. Meridith Bodily Hall and recorded July 11, 1957 in Book 19, Page 436, in the records of the County Recorder of said County.

(61) *East Hyrum 46 Kv Substation*, situated near Hyrum, Cache County, Utah together with the land upon which the substation is located, being land acquired by deed dated September 26, 1956, from Norman H. and Carrie R. Salvesen and recorded October 10, 1956 in Book 11, Page 478, in the records of the County Recorder of said County.

(62) *Kamas 46 Kv Substation*, situated near Kamas, Summit County, Utah, together with the land upon which the substation is located, being land acquired by deed dated October 14, 1957, from Franklin J. and Madeline Fitzgerald and recorded October 30, 1957 in Book "V" of W.D., Pages 262-263, in the records of the County Recorder of said County.

(63) *Casto 46 Kv Substation*, situated near Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated November 4, 1957, from Paul L. and Florence T. Shields and recorded November 12, 1957 in Book 1459, Page 485, in the records of the County Recorder of said County.

(64) *Forty-first St. 46 Kv Substation*, situated in Ogden, Weber County, Utah, together with the land upon which the substation is located, being land acquired by deed dated October 30, 1957, from Western Improvement Company and recorded November 29, 1957 in Book 565, Page 174, in the records of the Company Recorder of said County.

(65) *Olympus 46 Kv Substation*, situated near Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is

located, being land acquired by deed dated February 13, 1958, from Bernard P. and Nada R. Brockbank and recorded February 20, 1958 in Book 1484, Page 279, in the records of the County Recorder of said County.

(66) *Cannon 46 Kv Substation*, situated near Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated August 11, 1958, from Transfer Realty Company and recorded August 12, 1958 in Book 1530, Page 585, in the records of the County Recorder of said County.

(67) *Kearns 46 Substation*, situated in Kearns, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by Q.C.D. dated October 13, 1958, from F. & S. Construction Company, Inc. and recorded November 6, 1958 in Book 1557, Page 421, in the records of the County Recorder of said County.

(68) *Orange 46 Kv Substation*, situated in Salt Lake City, Salt Lake County, Utah, together with land upon which the substation is located, being land acquired by Q.C.D. dated September 22, 1958, from Transfer Realty Company and recorded October 15, 1958 in Book 1550, Pages 466-467, in the records of the County Recorder of said County.

Also, by Q.C.D. dated September 22, 1958, from C. H. Dredge and Company and recorded October 15, 1958 in Book 1550, Pages 468-469, in the records of the County Recorder of said County.

(69) *Taylor 46 Kv Substation*, situated near Ogden, Weber County, Utah, together with the land upon which the substation is located, being land acquired by deed dated October 20, 1958, from Lorenzo A. and Letha M. Hadley and recorded February 24, 1959 in Book 604 of Records, Page 638, in the records of the County Recorder of said County.

(70) *South Ogden 46 Kv Substation*, situated in South Ogden, Weber County, Utah, together with the land upon which the substation is located, being land acquired by deed dated September 18, 1948 from James A. Stephens, Jr., et al, and recorded March 7, 1949 in Book 308 of Records, Page 112, in the records of the County Recorder of said County.

(71) *Rains 46 Kv Substation*, situated near Helper, Carbon County, Utah, together with the land upon which the substation is located, being land acquired by deed dated February 9, 1960, from Ruth B. Rains and recorded February 16, 1960 in Book 66 of Records, Page 334, in the records of the County Recorder of said County.

(72) *Uintah 46 Kv Substation,* situated near Uintah, Weber County, Utah, together with the land upon which the substation is located, being land acquired by deed dated September 13, 1957, from Edward L. and Ethel A. Loveday and recorded October 3, 1957 in Book 560 of Records, Pages 46-47, in the records of the County Recorder of said County.

(73) *Kensington 46 Kv Substation,* situated in Salt Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated September 29, 1959, from Fred H. Hergert-rst, Jr., et al, and recorded October 1, 1959 in Book 1653, Page 597, in the records of the County Recorder of said County.

(74) *Union 46 Kv Substation,* situated near Mid-vale, Salt Lake County, Utah, together with the land upon which the sub- -on is located, being land acqu- l by deed dated March 31, 1960, fro- -ard of Education of the Jordan School District and recorded April 1, 19- in Book 1669, Page 418, in the records of the County Recorder of sai- -unty.

(75) *Brunswick 46 Kv Substation,* situated in Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by the following deeds recorded in the records of the County Recorder of said County:

1. Deed dated August 13, 1958, from Dick Lionel Green, recorded August 27, 1958 in Book 1535, Page 384.

2. Deed dated August 12, 1958, from Wilton L. Hall, recorded August 27, 1958 in Book 1535, Page 385.

3. Deed dated August 12, 1958 from Emma G. Peterson, recorded August 27, 1958 in Book 1535, Page 386.

4. Deed dated August 13, 1958 from Dick L. Green, recorded August 27, 1958 in Book 1535, Page 387.

5. Deed dated August 9, 1958 from Hyrum Boyd Hardy, et al, recorded August 27, 1958 in Book 1535, Page 389.

6. Deed dated August 10, 1958 from Eva Hardy Wilson, recorded August 27, 1958 in Book 1535, Page 390.

7. Quit Claim Deed dated August 13, 1958 from Utah Investors Trust Company, recorded August 27, 1958 in Book 1535, Page 392.

8. Q.C.D. dated August 12, 1958 from George E. Billings, recorded August 27, 1958 in Book 1535, Page 393.

9. Deed dated August 13, 1958 from Geneva Sperry, recorded August 27, 1958 in Book 1535, Page 394.

10. Deed dated August 21, 1958 from William J. and Pauline M. Cayias, recorded August 27, 1958 in Book 1535, Page 395.

11. Q.C.D. dated August 12, 1958 from Ray I. and La Prele C. Ericksen, recorded August 27, 1958 in Book 1535, Page 396.

12. Deed dated August 13, 1958 from Mary Price, recorded August 27, 1958 in Book 1535, Page 397.

13. Deed dated August 22, 1958 from Malouf Investment Company, recorded August 27, 1958 in Book 1535, Page 398.

(76) *Lincoln 46 Kv Substation,* situated in Ogden, Weber County, Utah. Additional land acquired by deed dated April 20, 1959, from Red Devil Coal Company and recorded May 1, 1959 in Book 610, Page 472, in the records of the County Recorder of said County.

(77) *North Logan 46 Kv Substation,* situated near North Logan, Cache County, Utah, together with the land upon which the substation is located, being land acquired by deed dated January 7, 1960, from Cyril W. and Nella W. Lauritzen and recorded January 14, 1960 in Book 42, Page 262, in the records of the County Recorder of said County.

(78) *Corinne 46 Kv Substation,* situated near Corinne, Box Elder County, Utah.

(79) *Crescent Junction 46 Kv Substation,* situated at Crescent Junction, Grand County, Utah.

(80) *Hiawatha 46 Kv Substation,* situated near Hiawatha, Carbon County, Utah.

(81) *Ironton 46 Kv Substation,* situated near Springville, Utah County, Utah.

(82) *Scofield Reservoir 46 Kv Substation,* situated near Scofield, Carbon County, Utah.

(83) *University 46 Kv Substation,* situated in Salt Lake City, Salt Lake County, Utah.

(84) *Wallsburg 46 Kv Substation,* situated near Wildwood, Utah County, Utah.

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(85) *McClelland 46 Kv Substation,* situated in Salt Lake City, Salt Lake County, Utah. Additional land acquired by the following deeds recorded in the records of the County Recorder of Salt Lake County.

1. Deed dated September 17, 1959 from Transfer Realty Company and recorded September 18, 1959 in Book 1650, Pages 299-300.

2. Q.C.D. dated April 6, 1959, from Salt Lake County and recorded April 7, 1959 in Book 1601, Page 471.

3. Q.C.D. dated May 28, 1959, from Salt Lake City and recorded June 1, 1959 in Book 1618, Page 315.

4. Deed dated October 29, 1959, from Transfer Realty Company and recorded November 5, 1959 in Book 1663, Pages 236-237.

5. Q.C.D. dated August 3, 1959, from American Telephone and Telegraph Company and recorded August 14, 1959 in Book 1640, Pages 164-165.

Also all other electric substations, switchyards and switchracks, owned by the Company, and all lands of the Company upon which the same are situated, and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any state or other lands, public or private.

PARAGRAPH THREE

Transmission Lines

The Electric Transmission Lines of the Company, including all towers, poles, pole lines, transformers, wires, switchracks, insulators and other appliances and equipment; and all lands of the Company upon which the same are situated, and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction,

maintenance and operation thereof, through, in, over, under, across, or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private, including, but not limited to, the following property situated in the States of Idaho, Wyoming and Utah:

IN THE STATES OF IDAHO, WYOMING AND UTAH:

(1) *Ovid-Sage Transmission Line,* a 69 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Bear Lake County, Idaho, Rich County, Utah and Lincoln County, Wyoming, extending from the Company's Ovid Substation in a general southeasterly direction to the Company's Sage Substation.

IN THE STATES OF WYOMING AND UTAH:

(2) *Sage-Evanston Transmission Line,* a 69 Kv (operated at 46 Kv), suspension type insulator, single circuit, single wood pole type transmission line in Lincoln and Uinta Counties, Wyoming and Rich County, Utah, extending from the Company's Sage Substation in a general southerly direction to the Company's Evanston Substation.

IN THE STATES OF IDAHO AND UTAH:

(3) *Lewiston-Preston Transmission Line,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Cache County, Utah and Franklin County, Idaho, extending from the Company's Lewiston Substation in a northerly direction to the Company's Preston Substation.

IN THE STATE OF IDAHO:

(4) *Goshen-Rigby Transmission Line,* a 161 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Bingham, Bonneville and Jefferson Counties, Idaho, extending from the Company's Goshen Substation in a general northerly direction to the Company's Rigby Substation.

(5) *Montpelier-Central Farmers Association Transmission Line,* a 138 Kv, suspension type insulator, single circuit, double wood "H" frame type transmission line in Bear Lake County, Idaho, extending from the Company's Ovid Substation in a northerly direction to the customers Substation.

(6) *Rigby-Mud Lake Transmission Line,* a 69 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Jefferson County, Idaho, extending from the Company's Rigby Substation in a westerly and northerly direction to the Company's Mud Lake Substation.

(7) *Camas Substation Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Jefferson County, Idaho, extending from the Company's Dubois 46 Kv Tap in an easterly direction to the Company's Camas Substation.

(8) *Newdale Substation Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Madison County, Idaho, extending from a point in the Company's St. Anthony-Rexburg 46 Kv Transmission Line in an easterly and northerly direction to the Company's Newdale Substation.

(9) *Ucon Substation Loop,* two 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Bonneville County, Idaho, extending from points in the Company's Goshen-Rigby 46 Kv Transmission Line in a westerly direction to the Company's Ucon Substation.

(10) *Grace-Lifton Transmission Line Relocation,* a 46 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Bear Lake County, Idaho, reconstruction along Outlet Canal.

(11) *Morrison-Knudsen Company Tap,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Caribou County, Idaho, extending from the Company's Soda Springs-Shields 46 Kv Tap in a northerly direction to the Customer's Substation.

(12) *Georgetown Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Bear Lake County, Idaho, extending from the Company's Grace-Lifton 46 Kv Transmission Line in an easterly direction to the Company's Montpelier-Central Farmers Association 138 Kv Transmission Line.

(13) *Cove Substation Taps,* two 46 Kv, pin type insulator, single circuit, single wood pole type transmission lines in Caribou County, Idaho, extending from the Company's Grace-Hyrum West and Grace-Logan East 46 Kv Transmission Lines in a westerly direction to the Company's Cove Substation.

IN THE STATE OF WYOMING:

(14) *Sage-Kemmerer Transmission Line*, a 69 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Lincoln County, Wyoming, extending from the Company's Sage Substation in a general easterly direction to the point of connection with Lincoln Service Corporation.

(15) *Cokeville Substation Tap*, a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Lincoln County, Wyoming, extending from the Company's Lifton-Leefe 46 Kv Transmission Line in a northeasterly direction to the California-Pacific Utilities Company Substation.

IN THE STATE OF UTAH:

(16) *Nephi-Sigurd Transmission Line*, a 230 Kv (operated at 138 Kv), suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Juab, Sanpete and Sevier Counties, Utah, extending from the Telluride Power Company's Mona-Nephi 138 Kv Transmission Line in a general southerly direction to the Telluride Power Company's Sigurd Substation.

(17) *Terminal-Tooele, Jensen-Tooele Section Transmission Line*, a 138 Kv (operated at 46 Kv), suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Tooele County, Utah, extending from the Company's Jensen Switchrack in a southerly direction to the Company's Tooele Substation.

(18) *Terminal-Gadsby Transmission Line*, a 138 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Salt Lake County, Utah, extending from the Company's Terminal Substation in an easterly direction to the Company's Gadsby Switchyard.

(19) *Terminal-Ninety South Transmission Line*, a 138 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Salt Lake County, Utah, extending from the Company's Terminal Substation in a general southerly direction to the Company's Ninety South Substation.

(20) *Ninety South-Carbon Transmission Line*, a 138 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission

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line in Salt Lake, Utah, Wasatch and Carbon Counties, Utah, extending from the Company's Ninety South Substation in a southerly and easterly direction to the Company's Carbon Substation.

(21) *Hale-Mona Transmission Line*, a 138 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Utah and Juab Counties, Utah, extending from the Company's Hale Switchyard in a general southwesterly direction to the point of interconnection with the Telluride Power Company.

(22) *Carbon-Helper Transmission Line*, a 138 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Carbon County, Utah, extending from the Company's Carbon Steam Electric Plant 138 Kv substation in a general southerly direction to the Company's Helper Substation.

(23) *Helper-Moab Transmission Line*, a 138 Kv suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Carbon, Emery and Grand Counties, Utah, extending from the Company's Helper Substation in a general southeasterly direction to the Company's Moab 138 Kv Substation.

(24) *Columbia Substation Tap*, a 138 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Emery and Carbon Counties, Utah, extending from the Company's Mounds Switchrack in a northeasterly direction to the Company's Columbia Substation.

(25) *Moab-La Sal Transmission Line*, a 138 Kv (operated at 69 Kv), suspension type insulator, single circuit, double wood pole type transmission line in Grand and San Juan Counties, Utah, extending from the Company's Moab 138/69 Kv Substation in a southerly direction to the Company's La Sal Substation.

(26) *Arches National Monument Headquarters Tap*, a 69 Kv, pin type insulator, single circuit, single wood pole type transmission line in Grand County, Utah, extending from the Company's Crescent Junction-Moab 69 Kv Transmission Line in a northerly direction to the Company's Arches Substation.

(27) *Uranium Reduction Company Tap*, a 69 Kv, pin type insulator, single circuit, single wood pole type transmission line in Grand County,

Utah, extending from a point in the Company's Crescent Junction-Moab 69 Kv Transmission Line in a southerly direction to the Uranium Reduction Company's Substation.

(28) *Moab-Monticello Transmission Line*, a 69 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Grand and San Juan Counties, Utah, extending from the Company's Moab 138/69 Kv Substation in a general southerly direction to the Company's Monticello 69 Kv Substation.

(29) *Carbide Substation Tap*, a 69 Kv, suspension type insulator, single circuit, single wood pole type transmission line in San Juan County, Utah, extending from the Company's Moab-Monticello 69 Kv Transmission Line in an easterly direction to the Company's Carbide Substation.

(30) *Monticello-Blanding Transmission Line*, a 69 Kv, suspension type insulator, single circuit, single wood pole type transmission line in San Juan County, Utah, extending from the Company's Pinto Switchrack in a general southerly direction to Blanding City's Substation.

(31) *Blanding-Bluff Transmission Line*, a 69 Kv, suspension type insulator, single circuit, single wood pole type transmission line in San Juan County, Utah, extending from the Company's Monticello-Blanding 69 Kv Transmission Line in a southerly direction to the Company's Bluff Substation.

(32) *Abajo-Red Rock Transmission Line*, a 69 Kv, suspension type insulator, single circuit, single wood pole type transmission line in San Juan County, Utah, extending from the Company's Abajo Switchrack in an easterly and southerly direction to the Company's Red Rock Substation.

(33) *Aneth-Montezuma Transmission Line*, a 69 Kv, suspension type insulator, single circuit, single wood pole type transmission line in San Juan County, Utah, extending from the Company's Aneth Substation in an easterly direction to the Company's Montezuma Substation.

(34) *Emma Mine Tap*, a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Rich County, Utah, extending from the Company's San Francisco Chemical Company Mine 46 Kv Tap Line in a southerly direction to the Customer's Substation.

(35) *Amalga-Lewiston Transmission Line,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Cache County, Utah, extending from the Company's Amalga Substation in a northerly direction to the Company's Lewiston Substation.

(36) *Smithfield Substation Tap,* a 46 Kv, suspension and pin type insulator, double circuit, double wood pole "H" frame type transmission line in Cache County, Utah, extending from the Company's Smithfield Switchrack in a westerly direction to the Company's Smithfield Substation.

(37) *Smithfield Substation Tap,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Cache County, Utah, extending from the Company's Smithfield Switchrack in a westerly direction to the Company's Smithfield Substation.

(38) *Millville Substation Taps,* two 46 Kv, pin type insulator, single circuit, single wood pole type transmission lines in Cache County, Utah, one extending from the Company's Grace-Hyrum West 46 Kv Transmission Line in a westerly direction to the Company's Millville Substation, the other extending from the Logan Plant-Hyrum Plant Tie Line in a westerly direction to the Company's Millville Substation.

(39) *East Hyrum Substation Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Cache County, Utah, extending from the Company's Grace-Hyrum West 46 Kv Transmission Line in a northerly direction to the Company's East Hyrum Substation.

(40) *Cutler-Bear River Transmission Line,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Box Elder County, Utah, extending from the Company's Cutler Substation in a westerly and southerly direction to the Company's Bear River Substation.

(41) *Bear River-Corinne Transmission Line,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Box Elder County, Utah, extending from the Company's Bear River Substation in a westerly direction to the Company's Deweyville-Blue Creek 46 Kv Transmission Line.

(42) *Hiokol Chemical Company Tap,* a 46 Kv, suspension insulator, single circuit, single wood pole type transmission line in Box Elder County, Utah, extending from a point in the Company's Deweyville-Blue Creek 46

Kv Transmission Line in a general southwesterly direction to Thiokol Chemical Company's substation.

(43) *Corinne Pump Tap*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Box Elder County, Utah, extending from the Company's Deweyville-Blue Creek 46 Kv Transmission Line in a southerly direction to the Company's Corinne Substation.

(44) *Box Elder Substation Loop*, two 46 Kv, pin type insulator, single circuit, single wood pole transmission lines in Box Elder County, Utah, extending from points in the Cutler-Pioneer 46 Kv Transmission Line in a westerly direction to the Company's Box Elder Substation.

(45) *Central Weber Sewer District Tap*, a 46 Kv, post type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Second Street Sub-Utah General Supply Depot 46 Kv Transmission Line in a northerly and westerly direction to the Customer's Substation.

(46) *Utah General Supply Depot Tap*, a 46 Kv, pin and suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Pioneer-Lincoln 46 Kv Transmission Line in a northerly direction to the Customer's Substation.

(47) *Weber Creamery Tap*, a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Utah General Supply Depot 46 Kv Tap Line in a southeasterly direction to the Customer's Substation.

(48) *Pioneer-Lincoln Transmission Line*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Pioneer Substation in a general southwesterly direction to the Company's Lincoln Substation.

(49) *Becker Tap*, a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Pioneer-Lincoln 46 Kv Transmission Line in a southerly direction to the Customer's Substation.

(50) *Utah By-Products Tap*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah,

extending from the Company's Pioneer-Lincoln 46 Kv Transmission Line in a southeasterly direction to the Customer's Substation.

(51) *Solar Corporation Tap*, a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Pioneer-Lincoln 46 Kv Transmission Line in an easterly direction to the Customer's Substation.

(52) *Richardson Corporation Tap*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Pioneer-Lincoln 46 Kv Transmission Line in a southerly direction to the Customer's Substation.

(53) *Sperry Mill Tap*, a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Pioneer-Lincoln 46 Kv Transmission Line in a southerly direction to the Customer's Substation.

(54) *Globe Mills Tap*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Globe Mills Switchrack in a westerly direction to the Customer's Substation.

(55) *Globe Mills Switchrack-O. U. R. & D. Company Switchrack Tie Line*, a 46 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Weber County, Utah, extending from the Company's Globe Mills Switchrack in a general northeasterly direction to the Company's O. U. R. & D. Switchrack.

(56) *Marquardt-Little Mountain Transmission Line*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Marquardt Switchrack in a westerly direction to the Customer's Substation.

(57) *Marquardt Aircraft Company Tap*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Marquardt Switchrack in a westerly and southerly direction to Marquardt Aircraft Company's Substation.

(58) *Pacific Iron & Steel Corp. Tap Line*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Weber

County, Utah, extending from a point in the Company's Marquardt Aircraft Company Tap Transmission Line in a westerly and northerly direction to Pacific Iron & Steel Corporation's Substation.

(59) *Lincoln Substation 23rd Street Substation Tie Line*, a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Lincoln Substation in a northerly direction to the Company's Globe Mills-23rd Street Section of the Pioneer-Riverdale 46 Kv Transmission Line.

(60) *Lincoln Substation-Parry Substation Transmission Line*, a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Lincoln Substation in an easterly direction to the Company's Parry Substation.

(61) *Ogden-East Bench Substation Taps*, two 46 Kv, suspension type insulator, single circuit, single wood pole type transmission lines in Weber County, Utah, extending from a point in the Company's Pioneer-Gadsby 46 Kv Steel Tower Transmission Line in a westerly direction to the Company's Ogden-East Bench Substation.

(62) *Parry Substation Tap*, a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from a point in the Company's Pioneer-Weber 46 Kv Transmission Line in a northerly direction to the Company's Parry Substation.

(63) *Riverdale-Lincoln No. 1 Transmission Line*, a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Riverdale Substation in a general northerly direction to the Company's Lincoln Substation.

(64) *Riverdale Substation Loops*, four 46 Kv, pin type insulator, single circuit, single wood pole type transmission lines in Weber County, Utah, extending from a point in the Company's Pioneer-Gadsby 46 Kv Steel Tower Transmission Line in a general westerly direction to the Company's Riverdale Substation.

(65) *Bureau of Reclamation Tap*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Morgan County, Utah, extending from the Company's Riverdale-Devils Slide 46 Kv Transmission Line in a northerly direction to the Customer's Substation.

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(66) *Clearfield-Naval Supply Depot Transmission Line,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Davis County, Utah, extending from the Company's Clearfield Substation in a southerly and easterly direction to the Company's Naval Supply Depot 46 Kv Tap Line.

(67) *Kaysville Substation Tap,* a 46 Kv, post type insulator, single circuit, single wood pole type transmission line in Davis County, Utah, extending from the Company's Kaysville Switchrack in an easterly direction to the Company's Kaysville Substation.

(68) *Salt Lake City Sewage Pumping Plant Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Salt Lake City Sewage Pumping Plant Switchrack in a northwesterly direction to the Customer's Substation.

(69) *Rose Park Substation Tap,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Pioneer-Gadsby 46 Kv Steel Tower Transmission Line in a southeasterly direction to the Company's Rose Park Substation.

(70) *Gadsby-Sperry Utah Transmission Line,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Gadsby Switchyard in a westerly direction to the Customer's Substation.

(71) *Hercules Powder Company Substation Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Bacchus-Lark 46 Kv Switchrack in an easterly direction to the Customer's Substation.

(72) *Bacchus-Lark Transmission Line,* a 46 Kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Salt Lake County, Utah, extending from the Company's Bacchus Switchrack in a general southwesterly direction to the Company's Lark Substation.

(73) *Searns Substation Taps,* two 46 Kv, suspension and post type insulator, single circuit, single wood pole type transmission lines in Salt Lake County, Utah, one extending from the Company's Terminal-Jordan Narrows

46 Kv Transmission Line in a westerly direction to the Company's Kearns Substation, the other extending from the Company's Bacchus-Lark 46 Kv Transmission Line in an easterly direction to the Company's Kearns Substation.

(74) *Riter Sub Tap*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Terminal-Magna 46 Kv Transmission Line in a southerly direction to the Company's Riter Substation.

(75) *Tooele City Switchrack Connection*, a 46 Kv, post and suspension type insulator, single circuit, single wood pole type transmission line in Tooele County, Utah, extending from the Company's Tooele Substation to the Company's Tooele City Substation 46 Kv Tap Line.

(76) *Tooele-Grantsville Transmission Line*, a 46 Kv, pin and suspension type insulator, single circuit, single wood pole type transmission line in Tooele County, Utah, extending from the Company's Tooele Substation in a general northwesterly direction to the Company's Grantsville Substation.

(77) *Grantsville-Marblehead Transmission Line*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Tooele County, Utah, extending from the Company's Grantsville Substation in a northwesterly direction to the Customer's Substation.

(78) *Utah Lime & Stone Company Tap*, a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Tooele County, Utah, extending from the Company's Grantsville-Marblehead 46 Kv Transmission Line in a southwesterly direction to the Customer's Substation.

(79) *Gadsby-Third West Transmission Line*, a 46 Kv, post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Gadsby Switchyard in an easterly and southerly direction to the Company's Third West Substation.

(80) *University of Utah Substation Tap*, a 46 Kv, post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's McClelland-Southeast 46 Kv Transmission Line in a northerly direction to the Customer's Substation.

(81) *East Mill Creek Substation Taps*, two 46 Kv, post type insulator, single circuit, single wood pole type transmission lines in Salt Lake County,

Utah, one extending from a point in the Company's southeast Park City 46 Kv Transmission Line in a northerly direction to the Company's East Mill Creek Substation, the other extending from the Company's Southeast Substation in an easterly and southerly direction to the Company's East Mill Creek Substation.

(82) *Butlerville Substation Tap,* a 46 Kv, post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Southeast-Park City 46 Kv Transmission Line in a general southerly and westerly direction to the Company's Butlerville Substation.

(83) *LeGrande Substation Loop,* two 46 Kv, pin type insulator, single circuit, single wood pole type transmission lines in Salt Lake County, Utah, extending from a point in the Company's Southeast-Park City 46 Kv Transmission Line in a northwesterly direction to the Company's LeGrande Substation.

(84) *Salt Lake City Corp. (Mt. Dell) Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Southeast-Park City 46 Kv Transmission Line in a westerly direction to the Customer's Substation.

(85) *Eaton Metal Company Taps,* two 46 Kv, pin type insulator, single wood pole type transmission lines in Salt Lake County, Utah, one extending from the Company's Terminal-Midvale East 46 Kv Transmission Line in a westerly direction to the Customer's Substation, the other extending from the Company's Terminal-Jordan Narrows west 46 Kv Transmission Line in an easterly direction to the Customer's Substation.

(86) *Starr Substation Tap,* a 46 Kv, post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's American Foundry & Machine Company-Eimco 46 Kv Tie Line in a southerly direction to the Company's Starr Substation.

(87) *Cannon Substation Taps,* two 46 Kv, pin type insulator, single circuit, single wood pole type transmission lines in Salt Lake County, Utah, extending from the Company's Gadsby-Southeast No. 1 46 Kv Transmission Line in a westerly direction to the Company's Cannon Substation.

(88) *Oakland Avenue Substation Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Gadsby-Southeast No. 2 46 Kv Transmission Line in a westerly and southerly direction to the Company's Oakland Avenue Substation.

(89) *Valley Center Substation Taps,* two 46 Kv, post type insulator, single circuit, single wood pole type transmission lines in Salt Lake County, Utah, extending from the Company's Southeast-Midvale 46 Kv Transmission Line in a southerly and easterly direction to the Company's Valley Center Substation.

(90) *Ninety South Substation-Midvale Substation Tie Lines,* two 46 Kv, suspension type insulator, single circuit, single wood pole type transmission lines in Salt Lake County, Utah, extending from the Company's Ninety South Substation in a northerly direction to the Company's Midvale Substation.

(91) *Ninety South-Lark Transmission Line,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Ninety South Substation in a westerly direction to the Company's Lark Substation.

(92) *Draper Substation Tap,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from a point in the Company's Ninety South-Lark 46 Kv Transmission Line in a southeasterly direction to the Company's Draper Substation.

(93) *Butlerville-Ninety South Transmission Line,* a 46 Kv, post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Ninety South-Draper 46 Kv Transmission Line in an easterly and northerly direction to the Company's Butlerville Substation.

(94) *Metropolitan Water Users Tap,* a 46 Kv, post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Butlerville-Ninety South 46 Kv Transmission Line in an easterly direction to the Customer's Substation.

(95) *Salt Lake County Pump Tap,* a 46 Kv, post type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Butlerville-Ninety South Transmission Line in an easterly direction to the Customer's Substation.

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(96) *Ninety South Substation-Draper Substation Transmission Line,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Ninety South Substation in a southerly direction to the Company's Draper Substation.

(97) *Amerfork Substation Taps,* two 46 Kv, suspension type insulator, single circuit, single wood pole type transmission lines in Utah County, Utah, one extending from the Company's Olmsted-American Fork-Jordan Narrows 46 Kv Transmission Line in a westerly direction to the Company's Amerfork Substation, the other extending from the Company's Olmsted-Lehi-Jordan Narrows 46 Kv Transmission Line in a northerly direction to the Company's Amerfork Substation.

(98) *Olmsted-Geneva Transmission Line,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Utah County, Utah, extending from the Company's Olmsted Substation in a general westerly direction to the Customer's Substation.

(99) *Lindon Substation Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Utah County, Utah, extending from the Company's Lindon Substation in a southerly direction to the Company's Olmsted-Geneva 46 Kv Transmission Line.

(100) *Olmsted-Orem Transmission Line,* a 46 Kv suspension type insulator, single circuit, single wood pole type transmission line in Utah County, Utah, extending from the Company's Olmsted Substation in a southerly and westerly direction to the Company's Orem Substation.

(101) *Wallsburg Substation Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Wasatch County, Utah, extending from the Company's Olmsted-Park City 46 Kv Transmission Line in a southeasterly direction to the Company's Wallsburg Substation.

(102) *Murdock-Kamas Transmission Line,* a 46 Kv suspension type insulator, single circuit, single wood pole type transmission line in Wasatch and Summit Counties, Utah, extending from the Company's Murdock Substation in an easterly direction to the Company's Kamas Substation.

(103) *East Provo Substation Taps,* two 46 Kv, post and suspension type insulator, single circuit, single wood pole type transmission lines in Utah County, Utah, one extending from a point in the Company's Olmsted-Santa-

quin No. 1 46 Kv Transmission Line in an easterly direction to the Company's East Provo 46 Kv Substation, the other extending from a point in the Company's Olmsted-Santaquin No. 2 46 Kv Transmission Line in a northwesterly direction to the Company's East Provo 46 Kv Substation.

(104) *Clear Creek Substation Tap,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from a point in the Company's Soldier Summit-Clear Creek 46 Kv Transmission Line in a southwesterly direction to the Company's Clear Creek Substation.

(105) *Carbon Plant Loop Lines,* two 46 Kv, pin type insulator, single circuit, single wood pole type transmission lines in Carbon County, Utah, extending from points in the Spanish Fork-Helper 46 Kv Transmission Line in a northeasterly direction to the Company's Carbon Steam Electric Plant 46 Kv Substation.

(106) *Carbon-Willow Creek Transmission Line,* a 46 Kv, suspension type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from the Company's Carbon Plant in an easterly direction to the Independent Coal & Coke Company's Substation.

(107) *U. S. Fuel Company Tap,* a 46 Kv, pin type, insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from the Company's Hiawatha-Huntington 46 Kv Transmission Line in a northwesterly direction to the Customer's Substation.

(108) *Huntington-Ferron 46 Kv Transmission Line,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Emery County, Utah, extending from the Company's Huntington Substation in a general southwesterly direction to the Company's Ferron Substation.

(109) *Soldier Canyon Fuel Company Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from a point in the Company's Coal Creek 46 Kv Tap Line in a northeasterly direction to the Customer's Substation.

(110) *Dugout Mine,* a 46 Kv post type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from the Company's Coal Creek 46 Kv Tap in an easterly direction to the Customer's Substation.

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(111) *U. S. Steel Corporation, Columbia-Geneva Division Coal Washing Plant Tap Line,* a 46 Kv, post type insulator, single circuit, single wood pole type transmission line in Carbon County, Utah, extending from the Company's Coal Creek Switchrack in a general southerly direction to the Customer's Substation.

(112) *Thompson Substation Tap,* a 46 Kv, pin type insulator, single circuit, single wood pole type transmission line in Grand County, Utah, extending from a point in the Company's Sunnyside-Green River-Sego 46 Kv Transmission Line in a southerly direction to the Company's Thompson Substation.

Also all extensions, branches and taps of said transmission lines or any of them; and all other transmission lines of the Company, and all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across, or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands public or private.

PARAGRAPH FOUR

Federal Licenses and Rights of Way

The licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest, by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, switchracks, and other property forming a part thereof or appertaining thereto, including, but not limited to, all of the Company's right title and interest in and to the following Licenses and Permits which cover the use and occupancy of certain lands of the United States used in connection with the Company's plants and lines as indicated:

ELECTRIC GENERATING PLANTS

(1) Stairs Plant, Federal Power Commission License Project 597-Utah, Amendment of License, issued February 13, 1958.

TRANSMISSION, DISTRIBUTION AND TELEPHONE LINES

(2) Roberts-Monteview 46 Kv Line, Department of the Interior Grant, Serial No. Blackfoot-055819, issued April 9, 1954, expires April 9, 2004.

(3) Hiawatha-Huntington 46 Kv Line, Department of the Interior Grant, Serial No. S.L.C.-065891, issued July 22, 1948, expires July 22, 1998.

(4) Thomas Wagoner Pump No. 4 12.5 Kv Line, Department of the Interior Grant, Serial No. Blackfoot-056273, issued December 8, 1954, expires December 8, 2004.

(5) Bruce Rising Pump 12.5 Kv Line, Department of the Interior Grant, Serial No. Blackfoot-056373, issued April 9, 1954, expires April 9, 2004.

(6) Thomas Wagoner Pump No. 5 and 6 12.5 Kv Line, Department of the Interior Grant, Serial No. Idaho-0680, issued April 9, 1954, expires April 9, 2004.

(7) Thomas Wagoner Pump No. 7 and 8 12.5 Kv Line, Department of the Interior Grant, Serial No. Idaho-02071, issued March 9, 1954, expires March 9, 2004.

(8) Malad-Juniper 46 Kv Line, Department of the Interior Grant, Serial No. Idaho-02297, issued February 3, 1956, expires February 3, 2006.

(9) Orville Nicholson 12.5 Kv Line, Department of the Interior Grant, Serial No. Idaho-03308, issued October 7, 1955, expires October 7, 2005.

(10) San Francisco Chemical Company 46 Kv Line, Department of the Interior Grant, Serial No. Utah-012137-Wyoming-026737, issued May 21, 1954, expires December 31, 2004.

(11) Bear Canyon Coal Company 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-012974, issued October 26, 1954, expires December 31, 2004.

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(12) Various Transmission Lines in Idaho, Department of the Interior Grant, Serial No. Idaho-05212, issued May 8, 1957, expires May 8, 2007.

(13) Soldier Canyon Fuel Company 46 Kv Line, Department of the Interior Grant, Serial No. Utah-012999, issued July 8, 1955, expires December 31, 2005.

(14) Arches National Monument Headquarters 46 Kv and 7.2 Kv Line, Department of the Interior Grant, Serial No. Utah-013791, issued July 27, 1955, expires December 31, 2005.

(15) Little Land & Livestock Company 12.5 Kv Line, Department of the Interior Grant, Serial No. Idaho-02373, issued January 27, 1955, expires January 27, 2005.

(16) Hale-Mona 138 Kv Line, Department of the Interior Grant, Serial No. Utah-011177, issued March 26, 1954, expires December 31, 2004.

(17) St. Anthony-Arco 46 Kv Line, Village of Arco Section, Department of the Interior Grant, Serial No. Blackfoot-054674, issued October 30, 1944, expires October 30, 1994, assigned to Utah Power & Light Company March 25, 1954.

(18) Cokeville Substation 46 Kv Line, Department of the Interior Grant, Serial No. Wyoming-031216, issued May 25, 1956, expires May 25, 2006.

(19) Camas Migratory Waterfowl Refuge 12.5 Kv Line, Department of the Interior Grant, Serial No. Idaho-05696, issued November 29, 1956, expires November 29, 2006.

(20) Roberts-Miller Substation 46 Kv Line, Department of the Interior Grant, Serial No. Idaho-05864, issued May 8, 1957, expires May 8, 2007.

(21) Helper-Moab 138 Kv Line, Department of the Interior Grant, Serial No. Utah-015341, issued February 24, 1956, expires December 31, 2006.

(22) San Francisco Chemical Company 46 Kv Line Emma Mine Tap, Department of the Interior Grant, Serial No. Utah-015888, issued June 15, 1956, expires December 31, 2006.

(23) Moab-Monticello 69 Kv Line, Department of the Interior Grant, Serial No. Utah-015595, issued February 24, 1956, expires December 31, 2006.

(24) LaSal Substation-Uranium Junction Substation 69 Kv Line, Department of the Interior Grant, Serial No. Utah-016345, issued April 20, 1956, expires December 31, 2006.

(25) Tooele-Grantsville 46 Kv Line, Department of the Interior Grant, Serial No. Utah-016941, issued February 15, 1956, expires December 31, 2006.

(26) Grand County Airport, et al, 7.2 Kv Line, Department of the Interior Grant, Serial No. Utah-017046, issued June 29, 1956, expires December 31, 2006.

(27) Miscellaneous Distribution Lines in Idaho-1955, Department of the Interior Grant, Serial No. Idaho-06784, issued April 5, 1956, expires April 5, 2006.

(28) C. A. A.-V. O. R. Station 7.2 Kv Line, Department of the Interior Grant, Serial No. Utah-017252, issued January 18, 1957, expires December 31, 2007.

(29) Huntington-Ferron 46 Kv Line, Department of the Interior Grant, Serial No. Utah-016754, issued October 9, 1956, expires December 31, 2006.

(30) Goshen-Rigby 161 Kv Line, Department of the Interior Grant, Serial No. Idaho-07006, issued January 24, 1957, expires January 24, 2007.

(31) Special Use-Land Permit, Department of the Interior Grant, Serial No. Utah-016738, issued for a period of 5 years, expires March 31, 1961.

(32) Miscellaneous 12.5 Kv Distribution Lines, Department of the Interior Grant, Serial No. Utah-016311, issued October 16, 1956, expires December 31, 2006.

(33) Lisbon Uranium Company 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-019510, issued October 19, 1956, expires December 31, 2006.

(34) Monticello-Blanding 69 Kv Line, Department of the Interior Grant, Serial No. Utah-020000, issued October 10, 1957, expires December 31, 2007.

(35) Miscellaneous Distribution Lines in Idaho-1956, Department of the Interior Grant, Serial No. Idaho-08333, issued September 30, 1957, expires September 30, 2007.

(36) Hale-Carbon 138 Kv Line, Department of the Interior Grant, Serial No. Utah-019418, issued October 1, 1957, expires December 31, 2007.

(37) Rigby-Monteview 69 Kv Line, Department of the Interior Grant, Serial No. Idaho-08154, issued August 28, 1957, expires August 28, 2007.

(38) Herbert Rowley 7.2 Kv Line, Department of the Interior Grant, Serial No. Utah 025299, issued December 26, 1957, expires December 31, 2007.

(39) U. S. Steel Corp., Columbia-Geneva Division, Coal Washing Plant 46 Kv Line, Department of the Interior Grant, Serial No. Utah-025763, issued November 4, 1957, expires December 31, 2007.

(40) Knight Ideal Coal Company-Dugout Mine 4 Kv Line, Department of the Interior Grant, Serial No. Utah-025217, issued November 7, 1957, expires December 31, 2007.

(41) Grantsville-Marblehead 46 Kv Line, Department of the Interior Grant, Serial No. Utah-025608, issued December 11, 1957, expires December 31, 2007.

(42) Murdock-Kamas 46 Kv Line, Department of the Interior Grant, Serial No. Utah-025840, issued January 15, 1958, expires December 31, 2008.

(43) Columbia Substation 138 Kv Tap Line, Department of the Interior Grant, Serial No. Utah-025755, issued January 10, 1958, expires December 31, 2008

(44) C[illegible] Air-Ground Communication 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-027629, issued March 3, 1958, expires December 31, 2008.

(45) Blanding-Bluff 69 Kv Line, Department of the Interior Grant, Serial No. Utah-021213-A, issued November 19, 1957, expires December 31, 2007, assigned to Utah Power & Light Company April 30, 1958.

(46) Miscellaneous Distribution Lines in Idaho-1957, Department of the Interior Grant, Serial No. Idaho-09343, issued June 12, 1958, expires June 12, 2008.

(47) Montpelier-Central Farmers Fertilizer Company 138 Kv Line, Department of the Interior Grant, Serial No. Idaho-09566, issued July 14, 1958, expires July 19, 2008.

(48) St. Christopher Mission 7.2 Kv Line, Department of the Interior Grant, Serial No. Utah-024929, issued August 5, 1958, expires December 31, 2008.

(49) Abajo-Red Rock 69 Kv and 12.5 Kv Distribution Lines, Department of the Interior Grant, Serial No. Utah-025216, issued September 8, 1958, expires December 31, 2008.

(50) Little Butte Radio Station Land, Department of the Interior Grant, Serial No. Idaho-09563, issued October 9, 1958, expires October 9, 2008.

(51) Union Carbide Nuclear 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-029591, issued February 18, 1959, expires December 31, 2009.

(52) Beehive Telecasting Company 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-029592, issued February 13, 1959, expires December 31, 2009.

(53) Shattuck-Denn 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-029685, issued February 18, 1959, expires December 31, 2009.

(54) C.A.A.-Big Indian 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-032243, issued June 11, 1959, expires December 31, 2009.

(55) Onaqui 12.5 Kv Distribution Lines, Department of the Interior Grant, Serial No. Utah-034307, issued May 21, 1959, expires December 31, 2009.

(56) Bruin Peak-CAA 7.2 Kv Line, Department of the Interior Grant, Serial No. Utah-029169, issued March 12, 1959, expires December 31, 2009.

(57) Three States Natural Gas Company 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-032825, issued January 28, 1960, expires December 31, 2010.

(58) Bureau of Land Management Radio Station 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-032930, issued January 28, 1960, expires December 31, 2010.

(59) Ogden-American Falls 230 Kv Line, Department of the Interior Grant, Serial No. Idaho-010481, issued November 2[illegible] 1959, expires November 27, 2009.

(60) Standard Uranium 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-034802, issued June 8, 195[illegible] expires December 31, 2009.

(61) Miscellaneous Distribution Lines in Idaho-1958, Department of the Interior Grant, Serial No. Idaho-010502, issued October 30, 1959, expires October 30, 2009.

(62) Morrison-Knudsen 46 Kv Tap Line, Department of the Interior Grant, Serial No. Idaho-010483, issued October 9, 1959, expires October 9, 2009.

(63) Holiday Park 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-037625, issued November 2, 195[illegible] expires December 31, 2009.

(64) Ovid-Sage, Sage-Kemmerer, Sage-Evanston 69 Kv Lines, Department of the Interior Grant, Serial No. Idaho-010[illegible]42, Wyoming-083160, Utah-035[illegible], issued Idaho, January 11, 1960, expires January 11, 2010, Wyoming[illegible] March 15, 1960, expires March 15, 20[illegible], Utah, February 15, 1960, expires December 31, 2010.

(65) Moab-LaSal 138 Kv Line, Department of the Interior Grant, Serial No. Utah-035443, issued April 20, 1960, expires December 31, 2010.

(66) Aneth-Montezuma 69 Kv Line, Department of the Interior Grant, Serial No[illegible]ah-035059, issued May 17, 1960, expires December 31, 2010.

(67) Abajo-Red Rock 69 Kv and 12.5 Kv Distribution Lines, Department of the Interior, Bureau of Indian Affairs, application approved June 3, 1959, expires October 1, 2007.

(68) Skull Valley 12.5 Kv Line, Department of the Interior, Bureau of Indian Affairs, application filed March 28, 1960.

(69) 7.2 Kv Line Crossing Ft. Hall Indian Reservation, Department of the Interior, Bureau of Indian Affairs, application filed April 14, 1960.

(70) Aneth-Montezuma 69 Kv Line and Additions to the 12.5 Kv Distribution System, Department of the Interior, Bureau of Indian Affairs, application filed May 17, 1960.

(71) The following lines included by application to the Department of the Interior, Bureau of Land Management:

Nephi-Sigurd 230 Kv Line—Utah-035442
D. & R. G. W. RR Company Beaver Mountain Microwave Station 7.2 Kv Line—Utah-038180
Miscellaneous Distribution Lines in Idaho—1959
Skull Valley 12.5 Kv Tap Line—Utah-046101
D. & R. G. W. RR Company Lake Mountain Microwave Station 12.5 Kv Line—Utah-038009
D. & R. G. W. R.R. Company Crescent Junction Microwave Station 7.2 Kv Line—Utah-038754
D. & R. G. W. RR Company Green River Microwave Station 7.2 Kv Line—Utah-038764

(72) Hale-Helper 138 Kv Line, Department of Agriculture—Forest Service Grant, issued April 12, 1954, expires April 12, 2004.

(73) Utah Natural Gas Company Dehydration Plant 7.2 Kv Line, Department of Agriculture—Forest Service Grant, issued April 12, 1954, expires April 12, 2004.

(74) Lower Brighton Summer Homes 7.2 Kv Line, Department of Agriculture—Forest Service Grant, issued July 22, 1954, expires July 22, 2004.

(75) L. D. S. Girls Home 7.2 Kv Line, Department of Agriculture—Forest Service Grant, issued February 29, 1956, expires February 28, 2006.

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(76) Cardiff Mine & Milling Company 12.5 Kv Line, Department of Agriculture—Forest Service Grant, issued June 18, 1957, expires June 18, 2007.

(77) Willard Jensen, et al, 12.5 Kv Line, Department of Agriculture—Forest Service Grant, issued June 18, 1957, expires June 18, 2007.

(78) Mutual Dell & Tibble Fork 7.2 Kv Line, Department of Agriculture—Forest Service Grant, issued August 28, 1957, expires August 28, 2007.

(79) Hale-Carbon 138 Kv Line, Department of Agriculture—Forest Service Grant, issued October 4, 1957, expires October 4, 2007.

(80) Central Farmers Fertilizer Association 138 Kv Line, Department of Agriculture—Forest Service Grant, issued September 12, 1957, expires September 12, 2007.

(81) Abajo Peak Radio Station Site, Department of Agriculture—Forest Service Grant, issued September 9, 1958, expires indeterminate.

(82) Barrett Ski Resort 12.5 Kv Line, Department of Agriculture—Forest Service Grant, issued September 19, 1958, expires September 19, 2008.

(83) CAA—Francis Peak 12.5 Kv Line, Department of Agriculture—Forest Service Grant, issued November 24, 1958, expires November 24, 2008.

(84) Holiday Park 12.5 Kv Line, Department of Agriculture—Forest Service Grant, issued September 15, 1959, expires September 15, 2009.

(85) Mt. Olympus Park 7.2 Kv Line, Department of Agriculture—Forest Service Grant, issued February 16, 1960, expires February 16, 2010.

Also all other licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, building, towers, poles, power lines, substations, or switchracks and other property forming a part thereof or appertaining thereto.

PARAGRAPH FIVE

FRANCHISES

The Franchises of the Company, including all franchises, licenses, privileges, permits, grants and consents for the construction, maintenance and operation of electric transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto which have been granted to the Company or its predecessors by the governing bodies of the respective villages, towns, cities and counties in the States of Utah, Idaho and Wyoming, as follows:

MUNICIPAL FRANCHISES

Note: G. E. S.—General Electric Service

Tr. Line—Transmission Lines only

Special —Pipe Line, Overhead and Underground Conveyor Systems, Electric Transmission Lines, Spur Tracks and Communication Systems.

UTAH

Name	Town or City	Service	Expiration
Castle Gate	Town	Special	Feb. 9, 2029
Lewiston	3rd Class	G. E. S.	Apr. 5, 2004
Smithfield	3rd Class	G. E. S.	Sept. 1, 2004
Richmond	3rd Class	G. E. S.	Oct. 31, 2004
Tooele	3rd Class	G. E. S.	Feb. 1, 1982
Onaqui	Town	G. E. S.	Apr. 9, 2006
Murray	2nd Class (Designated Route)	Tr. Line	Mar. 30, 2006
Monticello	3rd Class (Designated Route)	Tr. & Dist.	Oct. 13, 2005
Lehi	3rd Class	Tr. Line	June 12, 1966
Kaysville	3rd Class	Electric Light & Power Lines	Sept. 4, 1981
Alpine	3rd Class	G. E. S.	Dec. 31, 2006

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Name	Town or City	Service	Expiration
Midvale	3rd Class	G. E. S.	Sept. 1, 2007
Providence	3rd Class	G. E. S.	Feb. 3, 2008
West Point	Town	G. E. S.	Aug. 6, 1983
Sunset	3rd Class	G. E. S.	Dec. 31, 1983
Washington Terrace	3rd Class	G. E. S.	Jan. 14, 1984
Murray	2nd Class	Tr. Line (Designated Route)	Nov. 1, 2008
Murray	2nd Class	Tr. & Dist. (Designated Route)	Nov. 1, 2008
Hyde Park	Town	G. E. S.	Feb. 3, 2009
South Salt Lake	3rd Class	G. E. S.	July 13, 1984
Syracuse	3rd Class	G. E. S.	Oct. 1, 1983

Municipal Franchises

Idaho

Hamer	Village	G. E. S.	Nov. 4, 2004
Franklin	Village	G. E. S.	July 31, 2005
Preston	2nd Class	G. E. S.	Jan. 25, 2006
Sugar City	Village	G. E. S.	Aug. 31, 2006
Mud Lake	Village	G. E. S.	Apr. 6, 2004

County Franchises

Utah

Name	Service	Expiration
Rich	G. E. S.	Mar. 3, 2004
San Juan	G. E. S.	Jan. 12, 2005
Davis	G. E. S.	July 6, 1983
Sevier	Tr. Line (Designated Route)	June 5, 1984
Sanpete	Tr. Line (Designated Route)	July 7, 1984
Salt Lake	G. E. S.	Apr. 19, 2010

County Franchises

Wyoming

Lincoln	Tr. Line (Designated Route)		July 7, 2058

Also all other franchises, certificates, licenses, privileges, permits, grants and consents owned by the Company covering the construction, maintenance and operation of transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto.

PARAGRAPH SIX

MISCELLANEOUS PROPERTY

All Miscellaneous Land and rights and interests in lands of the Company, including, but not limited to, all such property acquired by and under the following deeds, recorded in the records of the County Recorders of the Counties in which said properties are located, which are hereby referred to for more particular descriptions of said lands and rights:

IMPROVED—(IDAHO)

(1) *Oneida Microwave Station,* situated near Preston, Franklin County, Idaho, together with the land upon which the microwave station building and communication equipment are located, being land acquired by deed dated November 26, 1954 from Clara E. Keller, Wendell H. Smith and Wavel H. Smith and recorded January 3, 1955 in Book 49 of Deeds, Page 94, in the records of the County Recorder of said County.

IMPROVED—(UTAH)

(2) *Operation Center Properties,* (Item (2) of Paragraph Ten of the Ninth Supplemental Indenture).

Additional Lands:

1. A tract of land located in the SE ¼ of the SE ¼ of Section 34, T. 1 N., R. 1 W., S.L.B. & M., being land acquired by deed dated March 3, 1954, from Andrew and Nell Dallas and recorded March 4, 1954, in Book 1069, Page 392, in the records of the County Recorder of Salt Lake County.

(3) *Little Mountain Microwave Station,* situated near Ogden, Weber County, Utah, together with the land upon which the microwave station

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building and communication equipment are located, being land acquired by deed dated September 3, 1954, from Peery Land and Livestock Company and recorded September 10, 1954, in Book 454, Page 600, in the records of the County Recorder of said County.

(4) *Cutler Microwave Station,* situated near Fielding, Box Elder County, Utah, together with the land upon which the microwave station building and communication equipment are located, being land acquired by deed dated September 29, 1954, from Walter A. and Hazel Ellen Scott and recorded October 2, 1954, in Book 91, page 357, in the records of the County Recorder of said County.

(5) *Ogden Office Building Properties,* situated in Ogden, Weber County, Utah together with the land upon which the office building is located, being lands acquired by the following deeds, recorded in the records of the County Recorder of Weber County, Utah, which are hereby referred to for more particular descriptions of said lands:

1. A tract of land located in Lot 2, Block 12, Plat "A", Ogden City Survey, being land acquired by deed dated March 20, 1954, from Browning Chevrolet Company and recorded April 6, 1954 in Book 440, Page 599.

2. A tract of land located in Lot 9, Block 12, Plat "A", Ogden City Survey, being land acquired by deed dated March 24, 1954, from Jaspare and Bessie Sato and recorded April 7, 1954, in Book 441, Page 49.

(6) *Salt Lake Division Commercial Office Building Properties,* situated in Salt Lake City, Salt Lake County, Utah, together with the land upon which the office building is located, being land acquired by the following deeds recorded in the records of the County Recorder of Salt Lake County, Utah, which are referred to for more particular description of said land:

1. A tract of land located in Lot 8, Block 75, Plat "A", Salt Lake City Survey, being land acquired by deed dated March 1, 1957 from Sakutaro and Aya Hino Kawakami and recorded March 1, 1957 in Book 1393, Page 570.

2. A tract of land located in Lots 7 and 8, Block 75, Plat "A", Salt Lake City Survey, being land acquired by deed dated December 20, 1957, from Mountain Fuel Supply Company and recorded December 20, 1957 in Book 1469, Page 495.

(7) *Sixth South and Sixth East Parking Lot*, situated in Salt Lake City, Salt Lake County, Utah, being land acquired by the following deeds recorded in the records of the County Recorder of Salt Lake County, Utah, which are referred to for more particular description of said land:

1. A tract of land located in Lot 4, Block 18, Plat "B", Salt Lake City Survey, being land acquired by deed dated May 3, 1957 from Eugene and Maxine Crabtree and recorded May 24, 1957 in Book 1415, Pages 582-583.

2. A tract of land located in Lot 7, Block 18, Plat "B", Salt Lake City Survey, being land acquired by Q.C.D. dated May 3, 1957, from Ruth K. Cech, et al, and recorded May 7, 1957 in Book 1411, Page 162.

3. A tract of land located in Lot 7, Block 18, Plat "B", Salt Lake City Survey, being land acquired by deed dated May 3, 1957, from Bernice Luelia Blair and recorded May 7, 1957 in Book 1411, Page 160.

4. A tract of land located in Lot 7, Block 18, Plat "B", Salt Lake City Survey, being land acquired by deed dated May 3, 1957, from Waldo F. and Marise R. Kammerle and recorded May 7, 1957 in Book 1411, Page 161.

5. A tract of land located in Lot 4, Block 18, Plat "B", Salt Lake City Survey, being land acquired by deed dated May 3, 1957, from Edwin S. and Naomi C. Bliss and recorded May 7, 1957 in Book 1411, Page 158.

6. A tract of land located in Lot 7, Block 18, Plat "B", Salt Lake City Survey, being land acquired by deed dated May 3, 1957 from Adelia Robison, et al, and recorded May 7, 1957 in Book 1411, Page 159.

7. A tract of land located in Lot 4, Block 18, Plat "B", Salt Lake City Survey, being land acquired by deed dated May 3, 1957 from Leo G. and Virginia B. Wade and recorded May 7, 1957 in Book 1411, Page 157.

8. A tract of land located in Lot 6, Block 18, Plat "B", Salt Lake City Survey, being land acquired by deed dated May 3, 1957 from William Frank and Louise Page and recorded May 7, 1957 in Book 1411, Page 155.

9. A tract of land located in Lot 3, Block 18, Plat "B", Salt Lake City Survey, being land acquired by deed dated November 19, 1957, from Warren Kendall Burnham, Jr., et al, and recorded November 21, 1957 in Book 1462, Page 249.

(8) *Moab Office and Warehouse Site*, situated in Moab, Grand County, Utah, being land acquired by deed dated February 10, 1958, from Delbert L.

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and Nellie Mc Atlin and recorded February 10, 1958 in Book 3 J, Page 531, in the records of the County Recorder of said County.

(9) *Midvale Service Center Building Properties*, situated near Midvale, Salt Lake County, Utah, together with the land upon which the building is located being land acquired by deed dated July 26, 1957 from the Board of Education of Jordan School District and recorded July 30, 1957 in Book 1433, Pages 31-32 in the records of the County Recorder of said County.

UNIMPROVED—(UTAH)

(10) *Terminal-Gadsby Transmission Lines*, several tracts of land in Salt Lake City, Salt Lake County, Utah acquired by the following deeds recorded in the records of the County Recorder of said County.

1. A tract of land located in the NW ¼ of the SW ¼ of Section 5, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated October 1, 1913 from Robert E. and Jessie B. Steele and recorded December 31, 1913 in Book 9 "O", Page 86.

2. A tract of land located in the NE ¼ of the SE ¼ of Section 5, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated December 3, 1913 from E. J. and Tillie E. Wills and recorded December 31, 1913 in Book 9 "O", Page 86.

3. A tract of land located in the NW ¼ of Section 3, T. 1 S., R. 1 W., S.L.M., being land acquired by Q.C.D. dated July 1915, from Elmer A. and Leila V. Clark and recorded February 5, 1919 in Book 10 "I", Page 340.

4. Lots 6 and 7 of Block 6, Coates' and Corum's Lake Breeze Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by Q.C.D. dated July 1, 1915 from Elmer A. and Leila V. Clark and recorded February 5, 1919 in Book 10 "I", Page 339.

5. Lots 10 and 11 of Block 6, Coates' and Corum's Lake Breeze Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by Q.C.D. dated July 1, 1915, from Elmer A. and Leila Clark and recorded July 3, 1919 in Book 10 "I", Page 412.

6. East of Lots 38 to 48, inclusive, of Block 3, Coates' and Corum's Lake Breeze Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated December 4, 1915 from Elmer A. and Leila Clark and recorded December 19, 1924 in Book 12 "K", Page 87.

7. A tract of land in Lots 13 and 14, Block 30, Brighton Farming Plat, Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated May 3, 1947, from Martha K. Drechsel and recorded May 6, 1947, in book 535, Page 229.

8. A tract of land in Lots 14 and 15, Block 30, Brighton Farming Plat, Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated May 3, 1947, from Gerhardt O. G. and Erna Drechsel and recorded May 6, 1947, in Book 535, Page 230.

9. A tract of land located in the SE ¼ of the NW ¼ of Section 3, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated May 3, 1947, from the Thirty Second Ward of the Church of Jesus Christ of Latter Day Saints and recorded May 6, 1947 in Book 535, Page 228.

10. Lots 1, 2 and 3 of Block 7, Irving Park Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated May 2, 1947, from Louis J. and Edith M. Foote and recorded May 6, 1947 in Book 535, Page 227.

11. Lots 30 to 35 inclusive of Block 4, Irving Park Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by Q.C.D. dated April 29, 1947, from Heber J. and Sophia R. Steiner and recorded April 29, 1947 in Book 534, Page 34.

12. Lots 3, 4 and 5 of Block 8, Irving Park Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated May 5, 1947, from F. M. Jones and recorded May 14, 1947 in Book 537, Page 9.

13. A tract of land located in Lot 2, Section 3, T. 1 S., R. 1 W., S.L.M., being land acquired by Q.C.D. dated May 8, 1947, from Gladys M. Gros and recorded May 14, 1947 in Book 537, Page 10.

14. A tract of land located in Lot 2, Section 3, T. 1 S., R. 1 W., S.L.M., being land acquired by Q.C.D. dated May 10, 1947 from The Bothwell Corporation and recorded May 14, 1947, in Book 537, Page 11.

15. A tract of land located in Lot 2, Section 3, T. 1 S., R. 1 W., S.L.M., being land acquired by Q.C.D. dated May 10, 1947 from Robert E. and Florrelle J. McConaughy and recorded May 14, 1947 in Book 537, Page 13.

16. Lots 14 to 21 inclusive of Block 5, Miles and Hamilton Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by Q.C.D. dated June 11, 1947 from Salt Lake County and recorded June 13, 1947 in Book 543, Page 160.

17. Lots 20 to 23 inclusive of Block 2, Earl D. Gray's subdivision, Salt Lake City, Salt Lake County, Utah, being land acquired by Q.C.D. dated June 11, 1947, from Salt Lake County and recorded June 13, 1947 in Book 543, Page 161.

18. Lots 26 to 29 inclusive of Block 4, Lots 18 to 21 inclusive of Block 5, Lots 2, 6, 7, 8, 9, 19, 20, 21 and 22 of Block 8, Lots 10, 11, 12, 13, 14, 15 and 18 of Block 9, Irving Park Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by Q.C.D. dated June 11, 1947 from Salt Lake County and recorded June 13, 1947 in Book 543, Page 159.

19. Lots 22 to 26 inclusive of Block 5, Irving Park Addition, Salt Lake City, Salt Lake County, Utah, being land acquired by Q.C.D. dated May 16, 1947, from Everett Crothers and recorded May 2[illegible] 1947 in Book 539, Page 430.

20. [illegible]ts 16, 17, 18, 19, 20 and 21 of Block [illegible] Miles and Hamilton Addition, [illegible]t Lake City, Salt Lake County, Utah, [illegible]ing land acquired by Q.C.D. d[illegible] July 31, 1947, from Fred Murray a[illegible] recorded October 8, 1947 in B[illegible] 565, Page 267.

21. [illegible]ts 13, 14 and 15 of Block 4, Miles and [illegible]milton Addition, Salt Lake Ci[illegible]lt Lake County, Utah, being land a[illegible]ed by Q.C.D. dated October [illegible] 1952, from Thomas L. and Rose M. Jon[illegible]d recorded June 30, 1953 in B[illegible] 1018, Page 109.

22. [illegible]ts 34 and 35, of Block 4, Lots 22, 23, 2[illegible], and 26 of Block 5, Lots 8, 9, [illegible] 11, 13, 14, 15, 19 and 20 of Block [illegible]ving Park Addition, Salt Lake [illegible]ty, Salt Lake County, Utah, being lan[illegible]quired by Q. C. D. dated Janu[illegible]ry 10, 1955 from Valley Investment [illegible]mpany and recorded January 20, 1955 in Book 1162, Page 500.

23. Lots 18 and 19 of Block 2, Earl D. Gray's Subdivision, Salt Lake City, Salt Lake County, Utah, being land acquired by Q.C.D. dated April 22, 1955 from Salt Lake County and recorded April 25, 1955 in Book 1189, Page 286.

(11) *Terminal-Ninety South Transmission Line Corridor.* Several tracts of land in Salt Lake County, Utah, acquired by the following deeds recorded in the records of the County Recorder of said County.

1. A tract of land located in the SE ¼ of the NE ¼ of Section 18, also, a tract of land located in the SW ¼ of the NE ¼ of Section 17, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated July 1, 1957, from Filtrol Corp. and recorded September 23, 1957 in Book 1446, Pages 487-488.

2. A tract of land located in the SW ¼ of the NW ¼ of Section 16 and the SE ¼ of the NE ¼ of Section 17, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated April 19, 1957, from Leland S. Swaner, et al, and recorded June 26, 1957 in Book 1424, Pages 229-230.

3. A tract of land located in the E ½ of the SW ¼ of Section 16, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated February 26, 1957 from John M. Wallace, et al, and recorded April 1, 1957 in Book 1401, Pages 583-584.

4. Lots 5 to 22, inclusive in Block 1 of Mountain View Addition, Salt Lake County, Utah, being land acquired by deed dated September 10, 1956 from D. J. and Elizabeth Maddocks and recorded September 12, 1956 in Book 1345, Page 417.

5. Lots 1 to 12, inclusive, in Block 16 of Mountain View Addition, Salt Lake County, Utah, being land acquired by deeds dated November 8, 1956 and November 9, 1956, from Martin L. Ethington, et al, and recorded November 19, 1956 in Book 1366, Pages 220 to 224, inclusive.

6. Tracts of land located in the SE ¼ of the SW ¼ of Section 21, the NE ¼ of the NW ¼, the W ½ of the NE ¼, the SE ¼ of the SE ¼ of Section 28, the S ½ of the NW ¼ of Section 27, T. 1 S., R. 1 W., S.L.M., Lots 13 to 24, inclusive, Block 16, Mountain View Addition, Salt Lake County, Utah, Lots 25 to 48, inclusive, Block 9 and Lots 25 to 48, inclusive, Block 16, St. Albans Subdivision, Salt Lake County, Utah, being land acquired by Q.C.D. dated October 12, 1956, from Falconaero Enterprises, Inc. and recorded October 18, 1956 in Book 1357, Pages 123 to 125; also by Q.C.D. dated October 12, 1956 from Falconaero Enterprises, Inc. and recorded October 18, 1956 in Book 1357, Pages 126 to 128; also by Q.C.D. dated February 8, 1960 from Falconaero Enterprises, Inc. and recorded February 10, 1960 in Book 1686, Pages 647-648; also by Q.C.D. dated

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February 7, 1958, from Martin L. Ethington, Administrator, and recorded October 1, 1958 in Book 1546, Page 321.

7. A tract of land located in the NW ¼ of the NE ¼ of Section 28, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated September 26, 1956, from Newell K. and Dorothy R. Johnson and recorded October 2, 1956 in Book 1352, Pages 61-62.

8. A tract of land located in the SW ¼ of the NE ¼ of Section 28, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated October 15, 1956 from William Richard and Melvie T. Kendrick and recorded October 18, 1956 in Book 1357, Pages 129-130.

9. A tract of land located in the SE ¼ of the NW ¼ of Section 27, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated July 13, 1956 from Jeanne I. Dahle and Marie D. Bruce and recorded July 20, 1956 in Book 13[illegible] Page 67.

10. A tract of land located in the SW ¼ of the NW ¼ of Section 26 and the S[illegible] of the NE ¼ of Section 27, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated March 4, 1957, from R. H. Ludlow, et al, and recorded February 20, 1958 in Book 1484, Pages 275-276.

11. A tract of land located in Lot 3 of Section 26, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated September 5, 1957, from Thomas M. Soter, et al, and recorded September 9, 1957 in Book 1443, Pages 255-256.

12. A tract of land located in Lot 3 of Section 26 and the SE ¼ of the NE ¼ of Section 27, T. 1 S., R. 1 W., S.L.M. being land acquired by deed dated August 14, 1957, from Gus E. and Laura Lambros and recorded September 9, 1957 in Book 1443, Pages 251-252.

13. A tract of land located within the meanders of Jordan River and in Lots 4 and 5 of Section 26 and Lot 1 of Section 27, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated July 15, 1957, from Albert Domicile, et al, and recorded September 16, 1957 in Book 1444, Pages 544-545.

14. A tract of land located within the meanders of Jordan River and in Lot 5 of Section 26 and Lot 1 of Section 27, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated December 11, 1957, from Ray C. and

Lyda R. Moody and recorded December 12, 1957 in Book 1467, Pages 293-294.

15. A tract of land located within the meander of Jordan River and in Lots 5 and 7 of Section 26 and Lots 1 and 2 of Section 27, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated August 15, 1957, from Ivan L. and Clea M. Jones and recorded September 9, 1957 in Book 1443, Pages 253-254.

16. A tract of land located in Lot 7 of Section 26, Lot 2 of Section 27 and Lot 2 of Section 35, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated October 16, 1957, from Wiley L. and Susan T. Larsen and recorded October 24, 1957 in Book 1455, Pages 182-183.

17. Tracts of land located in Lot 6 of Section 35, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated February 4, 1957, from MASR Ranch, Inc. and recorded February 4, 1957 in Book 1387, Pages 99 to 101.

18. Tracts of land located in Lots 5 and 8 of Section 35, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated January 31, 1957, from James S. and Annie V. Thompson and recorded February 4, 1957 in Book 1387, Pages 102-103.

19. A tract of land located in Lot 7 of Section 35, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated February 14, 1957, from A. Calder and Leah H. MacKay and recorded February 26, 1957 in Book 1392, Pages 458-459.

20. A tract of land located in Lot 7 of Section 35, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated September 30, 1957, from Newell and Marjorie Butterfield and recorded October 14, 1957 in Book 1452, Pages 84-85.

21. A tract of land located in Lots 1, 6, 7 and the NW ¼ of the SE ¼ of Section 2, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated September 5, 1956, from Abram and Elsie Barker and recorded May 15, 1957 in Book 1413, Pages 426-427.

22. A tract of land located in Lot 7 of Section 35, T. 1 S., R. 1 W., and Lot 2 of Section 2, T. 2 S., R. 1 W., S.L.M., being land acquired by Q.C.D. dated September 5, 1956, from Abram and Elsie Barker and recorded May 15, 1957 in Book 1413, Pages 428-429.

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23. A tract of land located in the NW ¼ of the SE ¼ of Section 2, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 26, 1956, from Elmer G. Jones, et al, and recorded August 3, 1956 in Book 1333, pages 594-595.

24. A tract of land located in the NW ¼ of the SE ¼ of Section 2, T. 2 S., R. 1 W., S.L.M., being land acquired by Administratrix's deed dated March 25, 1957, from Mary Bodgen Gibson and recorded May 27, 1957 in Book 1416, Pages 267-268.

25. A tract of land located in the W ½ of the SE ¼ of Section 2 and the NW ¼ of the NE ¼ of Section 11, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 20, 1956, from Melvin and Ada Nielsen and recorded July 20, 1956 in Book 1330, Pages 65-66.

26. A tract of land located in the NW ¼ of the NE ¼ of Section 11, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 20, 1956, from Harold and Vilate Nielsen and recorded July 20, 1956 in Book 1330, Pages 68-69.

27. A tract of land located in the NW ¼ of the NE ¼ and Lot 2 of Section 11, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated September 22, 1956, from Russell R. and Madge E. Robison and recorded September 26, 1956 in Book 1330, Pages 130-131.

28. A tract of land located in Lot 2 of Section 11, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated August 8, 1956, from Otto E. and Clarissa A. Issacson and recorded August 14, 1956 in Book 1336, Pages 536-537.

29. A tract of land located in Lots 2, 4 and 7 of Section 11, T. 2 S., R. 1 W., S.L.M., being land acquired by Q.C.D. dated August 22, 1956, from B. Alva and Mary H. Maxwell and recorded September 5, 1956 in Book 1343, Pages 136-137.

30. A tract of land located in Lots 4 and 7 of Section 11, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated September 11, 1956, from J. L. Wirthlin & Sons, Inc. and recorded September 12, 1956 in Book 1345, Pages 415-416.

31. A tract of land located in Lots 4, 5 and the S½ of the NE ¼ of the NE ¼ of Section 14, T. 2 S., R. 1 W., S.L.M., being land acquired by Q.C.D. dated

December 27, 1956, from The Anaconda Company and recorded May 15, 1957 in Book 1420, Pages 536 to 540.

32. A tract of land located in Lots 5 and 8 of Section 14, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated January 29, 1957, from Murray Stake of the Church of Jesus Christ of Latter Day Saints and recorded January 30, 1957 in Book 1385, Pages 418-419.

33. A tract of land located in Lot 8 of Section 14, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated August 28, 1956, from Arthur and Anna Rottini and recorded August 29, 1956 in Book 1341, Pages 426-427.

34. A tract of land located in Lots 4 and 5 of Section 23, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 9, 1956, from Le Roy and Alice M. Turpin and recorded July 13, 1956 in Book 1328, Page 21.

35. A tract of land located in Lot 6 of Section 23, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 27, 1956, from P. T. and Mary J. Bateman and recorded July 30, 1956 in Book 1332, Pages 73-74.

36. A tract of land located in Lots 6 and 7 of Section 23 and Lot 2 of Section 26, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 16, 1956, from Dale P. Bateman, et al, and recorded July 18, 1956 in Book 1329, Pages 152-153.

37. A tract of land located in Lot 2 of Section 26, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated August 7, 1956, from W. Leo and Virginia B. Whittle and recorded August 8, 1956 in Book 1335, Pages 63-64; also, by Q.C.D. dated August 7, 1956 from W. Leo and Virginia B. Whittle and recorded August 8, 1956 in Book 1335, Pages 65-66; also, by Q.C.D. dated August 21, 1956, from Dale P. Bateman, et al, and recorded August 28, 1956 in Book 1341, Pages 137-138.

38. A tract of land located in Lots 2 and 3 of Section 26, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 31, 1956, from James A. Bateman and recorded August 8, 1956 in Book 1335, Pages 67-68.

39. A tract of land located in Lot 3 of Section 26, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 9, 1956, from Alma S. Dimond, et al, and recorded July 13, 1956 in Book 1328, Page 24.

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40. A tract of land located in Lots 3 and 6 of Section 26, T. 2 S., R. 1 W., being land acquired by deed dated October 24, 1956, from Daniel W. and Argyle McDougal and recorded October 25, 1956 in Book 1359, Pages 12-13.

41. A tract of land located in Lot 6 of Section 26, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated August 13, 1956, from Edward and Susan N. Ray and recorded August 21, 1956 in Book 1338, Pages 570-571; also by Q.C.D. dated August 13, 1956, from Edward and Susan N. Ray and recorded August 21, 1956 in Book 1338, Pages 572-573; also by Q.C.D. dated October 24, 1956, from Daniel W. and Argyle McDougal and recorded October 25, 1956 in Book 1359, Pages 10-11.

42. A tract of land located in Lot 6 of Section 26, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 9, 1956, from Leonard A. and Alice Louise Nelson and recorded July 13, 1956 in Book 1328, Page 23.

43. A tract of land located in Lots 6 and 7 of Section 26, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated October 24, 1956, from Lionel P. and Helen M. Dimond and recorded October 25, 1956 in Book 1359, Pages 16-17.

44. A tract of land located in Lot 7 of Section 26, T. 2 S., R. 1 W., S.L.M., being land acquired by Q.C.D. dated September 13, 1956, from Arland U. Maynard, et al, and recorded October 29, 1956 in Book 1360, Pages 85 to 89.

45. Tracts of land located in Lots 2, 3 and the NE ¼ of the SW ¼ of Section 35, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 27, 1956, from Frank Harada and recorded July 30, 1956 in Book 1332, Pages 75-76.

46. Tracts of land located in Lots 2, 3 and NE ¼ of the SW ¼ of Section 35, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated August 24, 1956, from E. G. and Leona T. Beckstead and recorded August 28, 1956 in Book 1341, Pages 150-151.

47. A tract of land located in Lot 3 of Section 2, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated July 9, 1956, from Jennie Mark and recorded July 13, 1956, in Book 1328, Page 22.

48. A tract of land located in Lot 3 of Section 35, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated August 13, 1956 from John J. Trane, et al and recorded August 28, 1956 in Book 1341, Pages 142 to 144; also, by Q.C.D. dated August 13, 1956 from John J. Trane, et al, and recorded August 28, 1956 in Book 1341, Pages 139 to 141; also by Q.C.D. dated April 24, 1957, from E. G. and Leona T. Beckstead and recorded April 25, 1957, in Book 1408, Pages 209-210.

49. A tract of land located in the E ½ of the SW ¼, Lots 6 and 7 of Section 35, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated August 24, 1956, from E. Glen and Leona T. Beckstead and recorded in Book 1341, Pages 154-155.

50. A tract of land located in Lot 7 of Section 35, T. 2 S., R. 1 W., S.L.M., being land acquired by deed dated August 27, 1956, from Fur Breeders Agriculture Cooperative and recorded August 28, 1956 in Book 1341, Pages 159-160; also by Q.C.D. dated August 27, 1956 from Fur Breeders Agriculture Cooperative and recorded August 28, 1956 in Book 1341, Pages 161-162.

51. A tract of land located in Lot 2 of Section 2, T. 3 S., R. 1 W., S.L.M., being land acquired by deed dated August 24, 1956, from Willard and Vivian G. Richardson and recorded August 28, 1956 in Book 1341, Pages 157-158.

(12) *Thirty South-Twenty First South Transmission Line Corridor,* several tracts of land in Salt Lake County, Utah, acquired by the following deeds recorded in the records of the County Recorder of said County.

1. Lots 2, 3, 4, 5 and 7 in Block 20, Chesterfield Plat "A", Salt Lake County, Utah, being land acquired by deed dated March 13, 1958 from Fred and Martha Whitaker and recorded April 1, 1958 in Book 1493, Page 259.

2. Lot 26, Western Pacific Addition, Salt Lake County, Utah, being land acquired by Q.C.D. dated March 10, 1958 from Salt Lake County and recorded March 10, 1958 in Book 1488, Page 162.

3. Lot 27, Western Pacific Addition, Salt Lake County, Utah, being land acquired by Q.C.D. dated March 10, 1958 from Salt Lake County and recorded March 10, 1958 in Book 1488, Page 160.

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4. Lot 6, Block 20, Chesterfield Plat "A", Salt Lake County, Utah, being land acquired by Q.C.D. dated March 10, 1958 from Salt Lake County and recorded March 10, 1958 in Book 1488, Page 161.

5. A tract of land located in Lots 2 and 7 of Section 23, T. 1 S., R. 1 W., S.L.M. and Lots 24, 25 and 28, Western Pacific Addition, Salt Lake County, Utah, being land acquired by deed dated May 21, 1958, from Clarence N. and Signe N. Pearson and recorded May 26, 1958 in Book 1507, Pages 282-283.

6. A tract of land located in Lot 2 of Section 23, T. 1 S., R. 1 W., S.L.M., being land acquired by deed dated May 21, 1958, from J. W. and Ida C. G. Tomlinson and recorded May 26, 1958 in Book 1507, Page 374.

7. A tract of land located in Lot 7 of Section 23, T. 1 S., R. 1 W., S.L.M., being in Lots 8 and 9, Block 22, Chesterfield Plat "A", being land acquired by deed dated May 28, 1958, from Madeline Granger Sterling, et al, and recorded June 19, 1958 in Book 1514, Pages 228-229.

(13) *Orem Service Center Site,* situated in Orem, Utah County, Utah, being land acquired by deed dated December 10, 1959, from William M. and Roseltha Vernon and recorded January 20, 1960 in Book 833, Page 337 in the records of the County Recorder of said County.

(14) *Underground Terminal Site,* situated in Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated September 17, 1959, from Transfer Realty Company and recorded September 18, 1959 in Book 1650, Pages 301-302 in the records of the County Recorder of said County.

(15) *Industrial Center Plant Site,* situated in Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated February 8, 1957, from Leland S. Swan, et al, and recorded April 1, 1957 in Book 1401, Pages 585-586 in the records of the County Recorder of said County.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant

Secretaries for and in its behalf, and Morgan Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents or Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and Karl R. Henrich, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By .....

Vice-President.

Attest:

.....

Assistant Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

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MORGAN GUARANTY TRUST COMPANY OF
NEW YORK,
As Corporate Trustee,

By .....
Trust Officer.

Attest:

.....
Assistant Secretary.

Executed, sealed and delivered by MORGAN GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

.....(L. S.)
As Co-Trustee.

Executed, sealed and delivered by KARL R. HENRICH in the presence of:

.....

.....

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 16th day of September, 1960, before me, IRENE FAY, a Notary Public in and for the State of New York, County of New York, personally appeared D. L. BROUSSARD and SIDNEY G. BAUCOM to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and an Assistant Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said D. L. BROUSSARD resides in Salt Lake City, Utah, and the said SIDNEY G. BAUCOM resides in Salt Lake City, Utah; that they are a Vice-President and an Assistant Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

.....

IRENE FAY
Notary Public, State of New York
No. 31-1174825
Qualified in New York County
Commission Expires March 30, 1961

6045

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 16th day of September, 1960, before me, LUCILLE T. SCHLIESS, a Notary Public in and for the State of New York, County of New York, personally appeared W. L. BAKER and F. B. KINGSLEY, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Trust Officer and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said W. L. BAKER resides at 212 Park Lane, Douglaston 63, N. Y.; and the said F. B. KINGSLEY resides at 540 East 20th Street, w York 9, N. Y.; that they are a Trust Officer and an Assistant Secr y, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW Y the corporation described in and which executed the foregoing inst ent; that the said instrument was signed in behalf of said corporation by ue of a resolution adopted by its Board of Directors; that they know th l of the said corporation; that the seal so affixed to said instrument is ch corporate seal; that the instrument was so signed and sealed in behal of the corporation by authority of its Board of Directors; and they ack wledged that they signed, sealed and delivered said instrument as their fr and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they fur r acknowledged to me that the said corporation executed the same.

IN WI SS WHEREOF, I have hereunto set my nd and affixed my official seal the day and year in this certificate first abo written.

LUCILL SCHLIESS
Notary Publi State of New York
Qualified Kings County
Certificate file New York County
No 8817400
Commission E es March 30, 1962

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 16th day of September, 1960, before me, LUCILLE T. SCHLIESS, a Notary Public in and for the State of New York, County of New York, personally appeared KARL R. HENRICH, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

LUCILLE T. SCHLIESS
Notary Public, State of New York
Qualified in Kings County
Certificate filed in New York County
No. 24-8817400
Commission Expires March 30, 1962

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

D. L. BROUSSARD, being duly sworn, deposes and says that he is a Vice-President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me,
the 16th day of September, 1960.

IRENE FAY
Notary Public, State of New York
No. 31-1174825
Qualified in New York County
Commission Expires March 30, 1961

6417

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

W. L. BAKER, being duly sworn, deposes and says that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

W. L. Baker

Subscribed and sworn to before me,
the 16th day of September, 1960.

Lucille T. Schliess

LUCILLE T. SCHLIESS
Notary Public, State of New York
Qualified in Kings County
Certificate filed in New York County
No. 24-8817400
Commission Expires March 30, 1962

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

KARL R. HENRICH, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

K. R. Henrich

Subscribed and sworn to before me,
the 16th day of September, 1960.

Lucille T. Schliess

LUCILLE T. SCHLIESS
Notary Public, State of New York
Qualified in Kings County
Certificate filed in New York County
No. 24-8817400
Commission Expires March 30, 1962

STATE OF WYOMING
FILED
AT 10:00 AM
JAN
188344
SECRETARY OF STATE

UTAH POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK
(Formerly GUARANTY TRUST COMPANY OF NEW YORK)

AND

KARL R. HENRICH
(Successor to ARTHUR E. BURKE),

As Trustees under Utah Power & Light Company's Mortgage and Deed of Trust, Dated as of December 1, 1943

Thirteenth Supplemental Indenture

Dated as of June 1, 1962

191434

Original 21 82 5 cys
Signed Karl R. Henrich Trustee

THIRTEENTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the first day of June, 1962, made and entered into by and between UTAH POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is P. O. Box 899, Salt Lake City, Utah (hereinafter sometimes called the Company), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a corporation of the State of New York, whose post office address is 140 Broadway, New York, New York (hereinafter sometimes called the Corporate Trustee), and KARL R. HENRICH (successor to ARTHUR E. BURKE), whose post office address is 44 Sandra Circle, Westfield, New Jersey (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of December 1, 1943 (hereinafter called the Mortgage), which Mortgage was executed and delivered by Utah Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, reference to which said Mortgage is hereby made, this Indenture (hereinafter called Thirteenth Supplemental Indenture) being supplemental thereto;

WHEREAS, under the Mortgage, the Company mortgaged to the Trustees all property, real, personal and mixed, of the character therein described (except as therein expressly excepted) then owned by the Company and all such property (except as aforesaid) thereafter acquired by the Company; and the Mortgage was or is to be recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado, which counties include or will include all counties in which this Thirteenth Supplemental Indenture is to be recorded; and

WHEREAS, by the Mortgage, the Company covenanted 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

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to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired and intended to be subject to the lien thereof and for such purpose and in order to confirm the lien of the Mortgage on certain after-acquired property the Company executed and delivered to the Trustees a First Supplemental Indenture, dated as of January 1, 1945 (hereinafter called First Supplemental Indenture), which was recorded in various counties in the State of Utah; a Second Supplemental Indenture, dated as of May 1, 1946 (hereinafter called Second Supplemental Indenture); a Third Supplemental Indenture, dated as of April 1, 1948 (hereinafter called Third Supplemental Indenture); a Fourth Supplemental Indenture, dated as of May 1, 1949 (hereinafter called Fourth Supplemental Indenture); a Fifth Supplemental Indenture, dated as of October 1, 1949 (hereinafter called Fifth Supplemental Indenture); a Sixth Supplemental Indenture, dated as of October 1, 1950 (hereinafter called Sixth Supplemental Indenture); a Seventh Supplemental Indenture, dated as of October 1, 1951 (hereinafter called Seventh Supplemental Indenture); an Eighth Supplemental Indenture, dated as of October 1, 1952 (hereinafter called Eighth Supplemental Indenture); a Ninth Supplemental Indenture, dated as of May 1, 1954 (hereinafter called Ninth Supplemental Indenture); a Tenth Supplemental Indenture, dated as of September 1, 1955 (hereinafter called the Tenth Supplemental Indenture) and an Eleventh Supplemental Indenture, dated as of October 1, 1957 (hereinafter called the Eleventh Supplemental Indenture); which Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Supplemental Indentures were recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage and said supplemental indentures, the Company acquired certain other property, rights and interests in property and, in order to make subject to the lien of the Mortgage any property thereafter acquired and intended to be made subject to the lien thereof and to confirm the lien of the Mortgage thereon, the Company executed and delivered to the Trustees a Twelfth Supplemental Indenture, dated as of September 1, 1960 (hereinafter called Twelfth Supplemental Indenture), for such purpose and for other purposes; and

WHEREAS, said Twelfth Supplemental Indenture was recorded in counties in the States of Utah, Idaho, Wyoming and Colorado, as follows:

UTAH

County	Date Recorded 1960	Book	Page	Filed as Chattel — Date 1960	Filed as Chattel — Book
Box Elder	10/ 3	140 of Mortgages	367	10/ 3	15 C.M. Index
Cache	9/29	48 of Records	1-93	9/29	C.M. Index
Carbon	10/ 4	69 of Records	297-344	10/ 4	11 of Chattels
Davis	10/10	195 Office Records	394-441	10/10	8 C.M. Index
Duchesne	10/ 3	36 of Mortgages	562-655	10/ 3	Filed
Emery	9/26	33 of Mortgages	169-261	9/26	Index "U" "M" "H"
Grand	10/ 4	7-0 of Mortgages	64-156	10/ 4	2 C.M. Index
Juab	10/ 3	185 of Mortgages	449	10/ 3	C.M. Index
Morgan	9/26	B-11 of Mortgages	580-A	9/26	Vault
Rich	9/26	Z of Mortgages	387-409	9/26	E of C.M. Index U
Salt Lake	10/ 5	1747	236-327	10/ 5	C-42-58-26, Misc Index #4
San Juan	9/28	306 of Mortgages	13-107	9/28	One, C.M. Index
Sanpete	10/ 1	99 of Mortgages	218	10/ 1	File 35, Index 10
Sevier	10/10	A-22 of Mortgages	643-665	10/10	"C" C.M. Index
Summit	10/ 3	23 of Mortgages	655-677	10/ 3	1 C.M. Index
Tooele	9/26	22 of Records	210-302	9/26	Book "G" CM Index
Uintah	10/ 4	A-75 of Mortgages	1-94	10/ 4	C.M. Index
Utah	10/ 3	854	570-616	10/ 3	C.M. Index
Wasatch	9/29	38 of Mortgages	165-212	9/29	3 C.M. Index
Weber	10/ 6	659		10/ 6	11 C.M. Index

IDAHO

County	Date Recorded 1960	Book	Page	Filed as Chattel — Date 1960	Filed as Chattel — Book
Bannock	9/26	154 Off. Records	Microfilm	9/26	20 "U" C.M. Index
Bear Lake	9/26	28 of Mortgages	173	9/26	E of C.M. Index, 262
Bingham	9/26	108 of Mortgages	107	9/26	On file
Bonneville	9/26	142 of Mortgages	147	9/26	12 C.M. Index, U
Butte	9/26	13 of Real Estate Mortgages	158-A	9/26	4 C.M. Index, U-1
Caribou	9/26	42 of Mortgages	50	9/26	4 C.M. Index, U
Clark	9/26	8 of Mortgages	168-A	9/26	2 C.M. Index "U"
Franklin	9/26	62 of Mortgages	415	9/26	8 C.M. Index, 149
Fremont	9/27	61 of Mortgages	65-112	9/27	PZ of Chattels
Jefferson	9/26	172 of Mortgages	329-352	9/26	137 of C.M. Index
Madison	9/27	196 of Mortgages	189	9/27	173 of C.M. Index
Oneida	9/26	23 of Mortgages	85	9/26	"K" of C.M. Index, 214
Power	9/27	44 of Mortgages	511	9/27	11 of C.M. Index, Ut.
Teton	9/26	84 of Mortgages	286-309	9/26	Page U, C.M.

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WYOMING

County	Date Recorded 1960	Book	Page	Filed as Chattel: Date 1960	Filed as Chattel: Book
Lincoln	9/29	46 of P. R.	1	9/29	6 C.M. Index 267
Uinta	9/26	174 A of Mortgages	C-1-92	9/26	163 C.M. Index, 286A

COLORADO

County	Date Recorded 1960	Book	Page
Delta	9/30	369	549
Dolores	9/30	97	136
Gunnison	10/ 8	347	424
La Plata	10/ 3	126	461
Montrose	9/29	304	1
Ouray	10/ 3	59	143
San Juan	10/ 3	167	584
San Miguel	10/10	94	409-455;

and

WHEREAS, an instrument dated as of May 9, 1952 was executed by the Company appointing Karl R. Henrich as Co-Trustee in succession to said Arthur E. Burke, resigned, under the Mortgage and by Karl R. Henrich accepting the appointment as Co-Trustee under the Mortgage in succession to the said Arthur E. Burke, which instrument was recorded in various counties in the States of Utah, Idaho, Wyoming and Colorado; and

WHEREAS, in addition to the property described in the Mortgage, as heretofore supplemented, 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, as supplemented, First Mortgage Bonds, 3¾% Series due 1978 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Forty-two Million Dollars ($42,000,000), none of which are now Outstanding, First Mortgage Bonds, 2¾% Series due 1976 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Thirty-two Million Dollars ($32,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅛% Series due 1978 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are

now Outstanding, First Mortgage Bonds, 3% Series due 1979 (hereinafter called the bonds of the Fourth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due October 1, 1979 (hereinafter called the bonds of the Fifth Series), in the aggregate principal amount of Three Million Dollars ($3,000,000), all of which are now Outstanding, First Mortgage Bonds, 2⅞% Series due 1980 (hereinafter called the bonds of the Sixth Series), in the aggregate principal amount of Eight Million Dollars ($8,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅝% Series due 1981 (hereinafter called the bonds of the Seventh Series), in the aggregate principal amount of Nine Million Dollars ($9,000,000), all of which are now Outstanding, First Mortgage Bonds, 3½% Series due 1982 (hereinafter called the bonds of the Eighth Series), in the aggregate principal amount of Ten Million Dollars ($10,000,000), all of which are now Outstanding, First Mortgage Bonds, 3¼% Series due 1984 (hereinafter called the bonds of the Ninth Series), in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), all of which are now Outstanding, First Mortgage Bonds, 3⅝% Series due 1985 (hereinafter called the bonds of the Tenth Series), in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), all of which are now Outstanding, First Mortgage Bonds, 5¼% Series due 1987 (hereinafter called the bonds of the Eleventh Series), in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), all of which are now Outstanding, and First Mortgage Bonds, 4⅞% Series due 1990 (hereinafter called the bonds of the Twelfth Series), in the aggregate principal amount of Sixteen Million Dollars ($16,000,000) all of which are now Outstanding; and

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company and that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof, and may also

contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage; and

WHEREAS, Section 130 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly 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 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 contained therein or in any supplemental indenture or may establish the terms and provisions of any series of bonds other than 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 at the time subject to the Lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, 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, as heretofore supplemented; and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Utah Power & Light Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence

of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York) and Karl R. Henrich (successor to Arthur E. Burke), as Trustees under the Mortgage, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all the properties of the Company specifically described in Article VI hereof;

Also all other property, real, personal and mixed, acquired by the Company after the date of the execution and delivery of the Mortgage, in addition to property covered by the above mentioned supplemental indentures (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned or, subject to the provisions of Section 97 of the Mortgage, hereafter acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by water, steam and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio and television systems, air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, offices, buildings and other structures and the

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equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, mains and pipes, service pipes, fittings, valves, and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all the estate, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property described before or in the Mortgage, as heretofore supplemented, described.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 67 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all of the estate, title and interest and claim whatsoever at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 97 of the Mortgage, all the property, rights and franchises acquired by the Company after the date hereof (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted) shall be and are as fully granted and conveyed hereby and as fully embraced within the lien hereof and the lien of the Mortgage, as hereby or heretofore supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Thirteenth Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, viz.: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may hereafter become subject to the lien of the Mortgage; (4) electric energy, gas, and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted 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 Pledged Property in the manner provided in Article XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and

covenants as are set forth in the Mortgage, as supplemented, this Thirteenth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York) and Karl R. Henrich (sucessor to Arthur E. Burke), as Trustees, by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees with the Trustees and their successors in said trust under the Mortgage as follows:

ARTICLE I.

Thirteenth Series of Bonds

SECTION 1. There shall be a series of bonds designated "4½% Series due 1992" (herein sometimes referred to as the "Thirteenth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Thirteenth Series shall mature on June 1, 1992, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registrable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and, at the option of the Company, in any multiple

or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of four and one-half per centum (4½%) per annum, payable semi-annually on December 1 and June 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Thirteenth Series shall be dated as of June 1, 1962, and fully registered bonds of the Thirteenth Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Thirteenth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 62 of the Mortgage, once on at least four different days before the date fixed for redemption, unless notice by publication shall not be required as provided in Section 62 of the Mortgage, in which event notice shall be given by mailing, the first publication, or mailing, as the case may be, to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during the 12 months period ending May 31,

1963	107.00%	1973	104.59%	1983	102.18%
1964	106.76%	1974	104.35%	1984	101.94%
1965	106.52%	1975	104.11%	1985	101.69%
1966	106.28%	1976	103.87%	1986	101.45%
1967	106.04%	1977	103.63%	1987	101.21%
1968	105.80%	1978	103.38%	1988	100.97%
1969	105.56%	1979	103.14%	1989	100.73%
1970	105.32%	1980	102.90%	1990	100.49%
1971	105.07%	1981	102.66%	1991	100.29%
1972	104.83%	1982	102.42%	1992	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(II) Bonds of the Thirteenth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash delivered to or deposited with the Corporate Trustee pursuant to the provisions of Section 39 or Section 74 of the Mortgage or of Section 2 hereof or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property (as defined in Section 4 of the Third Supplemental Indenture); provided, however, that in the case of application of cash delivered to the Corporate Trustee pursuant to the provisions of Section 2 hereof, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, the bonds shall be redeemable at the general redemption prices set forth in subdivision (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 delivered to the Corporate Trustee pursuant to the provisions of either (a) Section 39 of the Mortgage or (b) Section 2 hereof if in such latter case the date fixed for such redemption shall be on or after January 1 of the calendar year in which such delivery of cash shall become due under the provisions of Section 2 hereof, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 74 of the Mortgage or with cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the following special redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

SPECIAL REDEMPTION PRICES

If redeemed during the 12 months period ending May 31,

1963	102.50%	1973	102.00%	1983	101.21%
1964	102.46%	1974	101.93%	1984	101.11%
1965	102.42%	1975	101.86%	1985	101.01%
1966	102.37%	1976	101.79%	1986	100.90%
1967	102.33%	1977	101.72%	1987	100.79%
1968	102.28%	1978	101.64%	1988	100.67%
1969	102.23%	1979	101.57%	1989	100.55%
1970	102.17%	1980	101.48%	1990	100.42%
1971	102.12%	1981	101.40%	1991	100.29%
1972	102.06%	1982	101.31%	1992	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Thirteenth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for 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, accompanied by a written instrument of transfer whenever 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 Thirteenth Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer whenever 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 Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Thirteenth Series may have the ownership thereof registered as to 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 no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Thirteenth Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

Upon the delivery of this Thirteenth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as heretofore supplemented, there shall be an initial issue of bonds of the Thirteenth Series for the aggregate principal amount of Twenty-two Million Dollars ($22,000,000).

ARTICLE II.

Sinking or Improvement Fund for Bonds of the Thirteenth Series.

SECTION 1. The Company covenants that, so long as any of the bonds of the Thirteenth Series shall remain Outstanding, it will, on or before May 1, 1964 and on or before May 1 of each year thereafter, to and including the year 1992, deliver to the Corporate Trustee:

(A) An Officers' Certificate which shall state:

(i) the greatest principal amount of all bonds of the Thirteenth Series prior to January 1 of such year at any one time Outstanding;

(ii) the aggregate principal amount of all bonds of the Thirteenth Series retired prior to the date of such Officers' Certificate (x) with

cash received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage or (ii) pursuant to the provisions of subdivision (3) or subdivision (4) of Section 71 of the Mortgage by use or application of the proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property, or (iii) pursuant to the provisions of Section 74 of the Mortgage;

(c) the aggregate principal amount of bonds the right to the authentication and delivery of which (on the basis of the retirement of bonds of the Thirteenth Series) shall have been waived prior to the date of such Officers' Certificate pursuant to the provisions of clause (c) of Subdivision (4) of Section 69 of the Mortgage as the basis of the release of property or pursuant to the provisions of subdivision (2) of Section 71 of the Mortgage as the basis of the withdrawal of cash (i) representing proceeds of insurance on, the release or other disposition of, or the taking by eminent domain of, property or (ii) received by the Corporate Trustee pursuant to the provisions of Section 56 of the Mortgage;

(d) the amount remaining after deducting the sum of the amounts stated pursuant to clauses (b) and (c) above from the amount stated pursuant to clause (a) above;

(e) the amount which is one per centum (1%) of the amount stated pursuant to clause (d) above; and

(f) an aggregate principal amount of bond(s) or fraction of a bond to the authentication and delivery of which the Company shall then be entitled on the basis of Property Additions or on the basis of the retirement of bonds of the Thirteenth Series by virtue of compliance with all applicable provisions of the Mortgage (except as hereinafter in this Section otherwise provided) if the Company elects to make its right to the authentication and delivery of such bond(s) or fraction of a bond the basis of a credit under this Section.

(B) An amount in cash and/or principal amount of bonds of the Thirteenth Series equivalent to the amount stated in the Officers' Certificate (due on or before May 1 of such year) provided for by this Section pursuant to the requirements of clause (e) of subdivision (A) of this Section; provided,

however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be credited the principal amount of the bonds which shall be stated in such Officers' Certificate pursuant to the requirements of clause (f) of subdivision (A) of this Section.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

Notwithstanding any other provisions of this Thirteenth Supplemental Indenture or of the Mortgage, (i) the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on May 1 of the then current year or any subsequent year or years by depositing cash and/or a principal amount of bonds of the Thirteenth Series with the Corporate Trustee in full satisfaction or partial satisfaction of the requirements of this Section and (ii) any cash deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section and whether becoming due on May 1 of the then current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purposes and subject to the conditions provided in Section 31 of the Mortgage or in subdivision (3) and/or (4) of Section 71 of the Mortgage; provided, however, that retirement of no bonds of any series other than the Thirteenth Series shall be made the basis of the withdrawal of cash deposited under this Section provided further that no bonds of any series other than the Thirteenth Series shall be purchased or redeemed with cash deposited under the provisions of this Section and that no bonds of the Thirteenth Series shall be purchased with cash deposited under this Section at such price (including accrued interest and brokerage) that the cost thereof to the Company is in excess of the cost of redeeming such bonds on a date forty (40) days after the date of such purchase (including premium, if any, and accrued interest from the interest date next preceding the date of such purchase to such redemption date in such cost).

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of

bonds, the Company shall comply with all applicable provisions of the Mortgage relating to such authentication and delivery; except that the Company shall not be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 of the Mortgage.

So long as any bonds of the Thirteenth Series shall remain Outstanding, any election by the Company pursuant to clause (f) of subdivision (A) of this Section to make its right to the authentication and delivery of any bond(s) or fraction of a bond the basis of a credit under this Section shall operate as a waiver by the Company of its right to the authentication and delivery of such bond(s) or fraction of a bond and such bond(s) or fraction of a bond may not thereafter be authenticated and delivered under the Mortgage, and any Property Additions which have been made the basis of any such right to the authentication and delivery of bond(s) or fraction of a bond so waived shall have the status of Funded Property and shall be deemed to have been made the basis of a credit under this Section.

For all purposes of the Mortgage (including all calculations thereunder), so long as any bonds of the Thirteenth Series remain Outstanding, as defined in Section 2 of the Mortgage:

(I) any cash deposited under the provisions of this Section or Section 40 of the Mortgage or Section 3 of the Second Supplemental Indenture or Section 2 of the Third through Twelfth Supplemental Indentures, respectively, shall be deemed to be Funded Cash;

(II) 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 Section 3 of the Second Supplemental Indenture and any bonds of the Third through Twelfth Series delivered to the Corporate Trustee pursuant to the provisions of Section 2 of the Third through Twelfth Supplemental Indentures, respectively, and any bonds of the Thirteenth Series delivered to the Corporate Trustee pursuant to the provisions of this Section shall,

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after such delivery, be deemed to have been retired by the use of Funded Cash; and

(III) with respect to all credits taken under this Section or Section 3 of the Second Supplemental Indenture or Section 2 of the Third through Twelfth Supplemental Indentures, respectively, on the basis of waivers of the right to the authentication and delivery of bonds or otherwise, it shall be deemed that (in lieu of such credits being so taken) an amount of cash equal to each such credit was deposited pursuant to the provisions either of this Section or of said Section 3 of the Second Supplemental Indenture or of said Section 2 of the Third through Twelfth Supplemental Indentures, respectively, as the case may be, and concurrently with such deposit was withdrawn on the same basis as that on which such credit was taken.

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

The Company shall forthwith from time to time on demand of the Corporate Trustee make further payments pursuant to the provisions of this Section on account of accrued interest, brokerage and premium, if any, on bonds of the Thirteenth Series purchased or redeemed or then to be purchased or redeemed, but not in excess of

(AA) the aggregate cost for principal, interest, brokerage and premium, if any, on all bonds theretofore, or then to be, purchased and/or redeemed pursuant to the provisions of this Section;

after deducting therefrom

(BB) the aggregate principal amount of all bonds theretofore, and of all bonds then to be, purchased and/or redeemed pursuant to the provisions of this Section, plus the aggregate of all such further payments theretofore made pursuant to the provisions of this Section on account of accrued interest, brokerage and/or premium, if any.

ARTICLE III.

Maintenance and Replacement Provisions—Net Earning Certificate—Dividend Covenant.

SECTION 3. (1) So long as any bonds of the Thirteenth Series shall remain Outstanding, as defined in Section 2 of the Mortgage, unless the increase hereinafter mentioned shall have been waived in writing by the holders of seventy per centum (70%) in principal amount of the bonds of the Thirteenth Series Outstanding at the time of such consent, the figure fifteen per centum (15%) appearing in clause (2) of subsection (A) of Section 7 of the Mortgage and in clause (2) of subsection (I) of Section 39 of the Mortgage shall be increased to sixteen per centum (16%).

So long as any bonds of the Thirteenth Series are Outstanding, clause (2) of subsection (A) of Section 7 of the Mortgage is hereby amended by adding thereto the following words "provided, further, that the amount so included in such operating expenses in lieu of the amounts actually expended or accrued for repairs and maintenance of property owned by the Company and, if any, the Subsidiary Companies, and used in their or its electric, gas, steam or hot water utility business and the amounts actually appropriated out of income for retirement of such property, shall not be less than the amounts actually so expended or accrued or appropriated out of income.", and Section 27 of the Mortgage is hereby amended to read as follows:

> "Section 27. No bonds shall be authenticated and delivered upon the basis of Property Additions unless, as shown by a Net Earning Certificate, the Adjusted Net Earnings of the Company and, if any, the Subsidiary Companies for the period therein referred to shall have been in the aggregate at least equivalent to twice the Annual Interest Requirements as shall be specified, pursuant to the provisions of subdivision (B) of Section 7 hereof, in such Net Earning Certificate."

So long as any bonds of the Thirteenth Series shall remain Outstanding, as defined in Section 2 of the Mortgage, clause (8) of subsection (I) of

Section 39 of the Mortgage is hereby amended by deleting the word "expenditures" from the first line thereof and inserting in lieu thereof the words "net cash expenditures (after reflecting salvage) made".

(II) So long as any bonds of the Thirteenth Series remain Outstanding, as defined in Section 2 of the Mortgage, unless waived in writing by the holders of seventy per centum (70%) in principal amount of the bonds of the Thirteenth Series Outstanding at the time of such consent, it will not declare any dividend on its Common Stock (other than (a) a dividend payable solely in shares of its Common Stock, or (b) a dividend payable in cash in cases, where, concurrently with the payment of such dividend, an amount in cash equal to such dividend is received by the Company as the proceeds of the issue and sale of shares of its Common Stock or as a capital contribution) or make any distribution on outstanding shares of its Common Stock or purchase or otherwise acquire or permit any subsidiary to purchase or acquire for value any outstanding shares of Common Stock of the Company (otherwise than in exchange for or out of the proceeds from the sale of other shares of such Common Stock) if, after such dividend, distribution, purchase or acquisition, the aggregate amount of such dividends, distributions, purchases and acquisitions paid or made subsequent to May 31, 1962 (other than the dividend of Thirty-three Cents ($.33) per share declared by the Company for payment on July 1, 1962) exceeds the sum of (a) the aggregate amount credited (on a consolidated basis) subsequent to May 31, 1962 to earned surplus of the Company and subsidiaries (without giving effect to (i) any of such dividends, distributions, purchases or acquisitions, or (ii) net transfers from earned surplus to stated capital accounts), (b) $9,000,000 and (c) such additional amount as shall be authorized or approved, upon application by the Company, by the Securities and Exchange Commission or by any successor commission thereto, under the Public Utility Holding Company Act of 1935.

For the purpose of this subsection (II) the aggregate amount credited (on a consolidated basis) subsequent to May 31, 1962 to earned surplus of the Company and subsidiaries shall be determined in accordance with

generally accepted accounting principles and practices after making provision for dividends upon any preferred stock of the Company and its subsidiaries accumulated subsequent to such date, but in such determination there shall not be considered charges to earned surplus applicable to the period prior to June 1, 1962, including, but not limited to, charges to earned surplus for write-offs or write-downs of book values of assets owned by the Company and subsidiaries on May 31, 1962. There shall be included as a deduction, however, in determining the net balance to be transferred from the income account for any period subsequent to May 31, 1962, an amount equal to the provisions by the Company and Subsidiary Companies during such period for depreciation and retirement of property which amount, for the purpose of this subsection (II), shall not be less than the aggregate amounts required to be stated for the period from June 1, 1962, to the date of such dividend, distribution, purchase or acquisition in the Officers' Certificate of Maintenance by the provisions of subdivision (2) of subsection (I) of Section 39 of the Mortgage, as amended, less the aggregate amounts required to be stated in such Officers' Certificate of Maintenance by the provisions of subdivision (3) of subsection (I) of Section 39 of the Mortgage, as amended, including proportionate amounts calculated for any portion of the period elapsed since May 31, 1962 not theretofore included in any Officers' Certificate of Maintenance.

For the purpose of this subsection (II), the provisions for depreciation and retirement of property shall be deemed to be the amounts credited to the depreciation reserve accounts (including but not limited to amounts representing write-off, amortization, or provisions for reserves in respect of plant acquisition adjustments, to the extent that such amounts pertain to items not inherent in the balance sheet at May 31, 1962) through charges to operating revenue deductions, or otherwise to income, as provided in the Uniform System of Accounts prescribed for Public Utilities and Licensees by the Federal Power Commission.

ARTICLE IV.

Waiver of Certain Rights.

SECTION 4. So long as any of the bonds of the Thirteenth Series remain Outstanding, as defined in Section 2 of the Mortgage, the Company hereby surrenders and waives any right it may have under Article VI of the Mortgage to the authentication and delivery of bonds on the basis of the retirement of any of the Forty-two Million Dollars ($42,000,000) principal amount of bonds of the First Series (initially issued) in excess of Thirty-two Million Dollars ($32,000,000) principal amount of bonds of the Second Series authenticated and delivered on the basis of the retirement of a like principal amount of bonds of the First Series, including the surrender and waiver of any rights which the Company might otherwise have by reason of such right to the authentication and delivery of bonds, to the withdrawal of cash or to the release of property or to a credit under the provisions of Section 39 of the Mortgage or to a credit under Section 3 of the Second Supplemental Indenture or Section 2 of the Third through Twelfth Supplemental Indentures, respectively, or Section 2 of this Thirteenth Supplemental Indenture or to any other credit under the Mortgage, as hereby or heretofore supplemented.

SECTION 5. So long as any of the bonds of the Thirteenth Series remain Outstanding (as defined in Section 2 of the Mortgage), the Company hereby surrenders and waives its right (which right has heretofore in the Second through Twelfth Supplemental Indentures been so surrendered and waived so long as any bonds of the Second through Twelfth Series are Outstanding), in respect of Property Additions made, acquired or constructed prior to May 1, 1946, at a Cost or fair value (whichever is less) to the Company or the Colorado Company in excess of One Million Dollars ($1,000,000), to the authentication and delivery of bonds, withdrawal of cash or release of property under any of the provisions of the Mortgage as heretofore supplemented, or of this Thirteenth Supplemental Indenture, on the basis thereof or to credits under Section 39 of the Mortgage or under Section 3 of the

Second Supplemental Indenture or under Section 2 of the Third through Twelfth Supplemental Indentures or under Section 2 of this Thirteenth Supplemental Indenture.

ARTICLE V.

Miscellaneous Provisions.

SECTION 6. Subject to the amendments provided for in this Thirteenth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Thirteenth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 7. The Company reserves the right, subject to appropriate corporate action but without any consent or other action by holders of bonds of the Thirteenth Series or of any subsequently created series, to make such amendments to the Mortgage, as supplemented, as shall be necessary in order to amend Section 20 and Section 136 thereof to change the figure "Two Hundred and Fifty Million Dollars ($250,000,000)" appearing in said Sections to "One Billion Dollars ($1,000,000,000)."

SECTION 8. So long as any bonds of the Thirteenth Series remain Outstanding, as defined in Section 2 of the Mortgage, the covenant in subsection (II) of Section 36 of the Mortgage shall remain in effect as if bonds of the First Series remained Outstanding.

SECTION 9. Section 65 of the Mortgage, as heretofore amended, is hereby further amended to insert the words "and subject to the provisions of Section 2 of the Thirteenth Supplemental Indenture dated as of June 1, 1962," after the date "September 1, 1960."

SECTION 10. The Trustees hereby accept the trusts herein declared, provided, created or supplemented and agree to perform the same upon the

terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Thirteenth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVIII of the Mortgage, as heretofore amended, shall apply to and form part of this Thirteenth Supplemental Indenture with 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 Thirteenth Supplemental Indenture.

SECTION 11. Whenever in this Thirteenth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, as heretofore amended, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Thirteenth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 12. Nothing in this Thirteenth 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 Thirteenth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirteenth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto and of the holders of the bonds and coupons Outstanding under the Mortgage,

SECTION 13. This Thirteenth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE VI.

Specific Description of Property.

PARAGRAPH ONE

ELECTRIC GENERATING PLANTS

The Electric Generating Plants, Developments and Stations of the Company, including all dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, buildings, boilers, generators, machinery, poles, wires and other equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's water appropriations and water rights, reservoir, storage and flowage rights, licenses, easements, rights of way, permits, franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, including, but not limited to the following described property situated in the State of Utah.

(1) *Riverdale Hydroelectric Plant,* (Item (11) of Paragraph One of the Mortgage).

Additional Lands:

1. A tract of land adjacent to existing Plant Land located in Section 19, T. 5 N., R. 1 W., S.L.M., containing 0.62 of an acre, being land acquired by deed dated August 2, 1960, from Amy B. Thompson and recorded August 9, 1960 in Book 653, Page 469, in the records of the County Recorder of Weber County.

(2) *Carbon Steam Electric Plant,* (Item (4) of Paragraph One of the Ninth Supplemental Indenture).

Additional Lands:

1. A tract of land located in Section 12, T. 13 S., R. 9 E., S.L.M., being land acquired by deed dated March 2, 1961, from United States Fuel

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Company and recorded March 14, 1961 in Book 71 of Records, Pages 383-384, in the records of the County Recorder of Carbon County.

Also all other electric generating plants, developments and stations of the Company, or parts thereof, and all lands owned by the Company acquired for or in connection with the same, and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation of the same.

PARAGRAPH TWO

Substations, Switchyards and Switchracks

The Electric Substations, Switchyards and Switchracks of the Company, including all buildings, structures, towers, poles, underground structures, conduits, equipment, appliances and devices for transforming, converting and distributing electric energy; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public street or highway, or the public lands of the United States, or of any State, or other lands, public or private; including but not limited to, the following described property within the States of Idaho, Wyoming and Utah.

Idaho Property

(1) *Venice 46 Kv Substation,* situated near Howe, Butte County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated April 28, 1961, from Mae L. Dragnich and recorded May 21, 1961 in Book 18 of Deeds, Page [illegible], in the records of the County Recorder of said County.

(2) *Dalmont 69 Kv Substation,* situated near Monteview, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated April 20, 1961, from Milburn L., Jr. and

Lois E. Hawker and recorded May 8, 1961 in Book 170 of Deeds, Page 208, in the records of the County Recorder of said County.

(3) *Roberts 69 Kv Substation,* situated near Roberts, Jefferson County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated April 19, 1961, from John Edelmeyer, a widower, and recorded May 8, 1961, in Book 170 of Deeds, Page 207, in the records of the County Recorder of said County.

(4) *Clement 69 Kv Substation,* situated near Idaho Falls, Bonneville County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated August 30, 1961, from Robert I. and Helen M. Rankin and recorded September 15, 1961 in Book 136, Page 449, in the records of the County Recorder of said County.

(5) *Henry 46 Kv Substation,* situated in Section 13, T. 7 S., R. 42 E., B. M., near Soda Springs, Caribou County, Idaho.

(6) *Chesterfield 46 Kv Substation,* situated near Chesterfield, Caribou County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated December 21, 1960, from Ernest and Cora S. Hogan and recorded February 24, 1961 in Book 43 of Deeds, Page 481, in the records of the County Recorder of said County.

(7) *Arimo 46 Kv Substation,* situated near Arimo, Bannock County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated November 17, 1961, from Wallace W. and Grace Follett Winn and recorded December 15, 1961, in Book 165, in the records of the County Recorder of said County.

(8) *Treasureton 230 Kv Substation,* situated near Preston, Franklin County, Idaho, together with the land upon which the substation is located, being land acquired by deed dated January 10, 1961, from Melvin W. and Leone E. Kirby and recorded January 31, 1961 in Book 51, Page 508, in the records of the County Recorder of said County.

UTAH PROPERTY

(9) *Honeyville 138 Kv Substation,* situated in Honeyville, Box Elder County, Utah, together with the land upon which the substation is located, being land acquired by deed dated June 16, 1960, from Abinadi and Ellis W.

Tolman and recorded July 8, 1960 in Book 138, Page 203, in the records of the County Recorder of said County.

Also by deed dated June 16, 1960 from J. Cecil and Mildred T. Chlarson and recorded July 8, 1960 in Book 138, Page 202, in the records of the County Recorder of said County.

Also by deed dated June 16, 1960 from Heber C. Hunsaker, et al, and recorded July 8, 1960 in Book 138, Page 204, in the records of the County Recorder of said County.

(10) *Promontory 46 Kv Substation*, situated near Corinne, Box Elder County, Utah, together with the land upon which the substation is located, being land acquired by deed dated August 31, 1961, from Holmgren Land and Livestock Company and recorded September 11, 1961 in Book 151, Page 591, in the records of the County Recorder of said County.

(11) *Mantua 46 Kv Substation*, situated in Section 19, T. 9 N., R. 1 W., S. L. M., near Brigham City, Box Elder County, Utah.

(12) *North Ogden 46 Kv Substation*, situated in North Ogden, Weber County, Utah, together with the land upon which the substation is located, being land acquired by deed dated March 31, 1960, from D. L. and Edith A. Baugh and recorded April 4, 1960 in Book 642, Page 591-592, in the records of the County Recorder of said County.

(13) *Capitol 46 Kv Substation*, situated in Section 25, T. 1 N., R. 1 W., S. L. M., in Salt Lake City, Salt Lake County, Utah.

(14) *McClelland 138 Kv Substation*, situated in Salt Lake City, Salt Lake County, Utah. Additional land acquired by deed dated July 6, 1961, from J. T. and Ruth I. Rice and recorded July 1961 in Book 1820, Page [illegible], the records of the County Recorder of [illegible] County.

Additional land acquired by deed dated [illegible] 15, 1961 from Grace Vincent [illegible]son and Peter A. Nelson and recorded June 16, 1961 in Book 1814, [illegible]25, in the records of the County Recorder of said County.

(15) *Parleys 46 Kv Substation*, situated in [illegible] Lake City, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated March 6, 19[illegible] from Lincoln T. and Della S[illegible]nsen and recorded March 9, 1961 in Book 1786, Pages 138-139, in the records of the County Recorder of said County.

(16) *Cottonwood 46 Kv Substation,* situated near Salt Lake City, Salt Lake County, Utah. Additional land acquired by deed dated May 31, 1961, from Raymond and Edith Hoffman and recorded June 14, 1961 in Book 1813, Page 311, in the records of the County Recorder of said County.

Also, by deed dated May 18, 1961 from D. Lynn and Margaret G. Cutler and recorded June 14, 1961 in Book 1813, Page 312, in the records of the County Recorder of said County.

(17) *Holladay 46 Kv Substation,* situated near Murray, Salt Lake County, Utah, together with the land upon which the substation is located, being land acquired by deed dated February 6, 1961, from Transfer Realty Company and recorded February 7, 1961, in Book 1778, Page 666, in the records of the County Recorder of said County.

Also, a culinary and domestic water right for three "C" Shares of the Capital Stock of the Spring Creek Irrigation Co., issued February 20, 1961.

(18) *Thirty South 138 Kv Switchrack,* situated near Salt Lake City, Salt Lake County, Utah.

Water Rights:

1. Certificate of Appropriation of Water No. 6181, issued December 1, 1961 by the State Engineer of Utah for 0.015 second feet of underground water to be used in the operation of the substation and recorded December 26, 1961 in Book 1874, Page 643, in the records of the County Recorder of said County.

(19) *Ninety South 138 Kv Substation,* situated near Midvale, Salt Lake County, Utah. Additional land acquired by deed dated May 2, 1961, from Willard and Vivian G. Richardson and recorded June 30, 1961 in Book 1818, Pages 342-343, in the records of the County Recorder of said County.

Also, Certificate of Appropriation of Water No. 5981, issued October 26, 1960 by the State Engineer of Utah for 0.079 second feet of underground water to be used in the operation of the substation and recorded November 7, 1960 in Book 1755, Page 600 in the records of the County Recorder of said County.

(20) *Altaview 46 Kv Substation,* situated in Section 5, T. 3 S., R. 1 E., S. L. M., near Sandy, Salt Lake County, Utah.

(21) *Brighton 46 Kv Substation,* situated on Wasatch National Forest Land in Section 26, T. 2 S., R. 3 E., S. L. M., in Brighton, Salt Lake County, Utah.

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(22) *Ashley 138 Kv Substation,* situated near Vernal, Uintah County, Utah, together with the land upon which the substation is located, being land acquired by deed dated August 4, 1960, from Leon P. and Mazie S. Christensen and recorded August 11, 1960 in Book A-74, Page 41, in the records of the County Recorder of said County.

(23) *Vernal 69 Kv Substation (Formerly Vernal Internal Combustion Plant),* situated in Vernal, Uintah County, Utah. Additional land acquired by deed dated September 30, 1960, from Anna Louise Walker and recorded September 30, 1960 in Book A-74, Page 566, in the records of the County Recorder of said County.

(24) *Skull Valley 46 Kv Substation,* situated near St. John, Tooele County, Utah, together with the land upon which the substation is located, being land acquired by deed dated March 31, 1960, from Hatch Brothers Company and recorded April 6, 1960 in Book 19 of Records, Pages 474-475, in the records of the County Recorder of said County.

(25) *Soldier Summit 46 Kv Substation,* situated in Soldier Summit, Utah County, Utah, together with the land upon which the substation is located, being land acquired by deed dated August 15, 1960, from Welby K. Aagard, et al, and recorded August 25, 1960, in Book 852, Pages 180-181, in the records of the County Recorder of said County.

(26) *Emery 46 Kv Substation,* situated near Emery, Emery County, Utah, together with the land upon which the substation is located, being land acquired by deed dated May 22, 1961, from N. Howard and Cora S. Jensen, and recorded June 29, 1961, in Book 34, Page 599, in the records of the County Recorder of said County.

(27) *Hudspeth 69 Kv Substation,* situated on U. S. Vacant Land in Section 1, T. 36 S., R. 22 E., S. L. M., near Blanding, San Juan County, Utah.

(28) *White Mesa 69 Kv Substation,* situated on Navajo Indian Tribal Land in Section 20 of unsurveyed T. 41 S., R. 24 E., S. L. M., southeast of Blanding, San Juan County, Utah.

WYOMING PROPERTY

(29) *Kemmerer 69 Kv Substation,* situated in Section 32, T. 21 N., R. 116 W., 6th P. M., near Kemmerer, Lincoln County, Wyoming.

All other electric substations, switchyards and switchracks, owned by the Company, and all lands of the Company upon which the same are

situated, and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public streets or highways or the public lands of the United States, or of any State or other lands, public or private.

PARAGRAPH THREE

TRANSMISSION LINES

The Electric Transmission Lines of the Company, including all towers, poles, pole lines, transformers, wires, switchracks, insulators and other appliances and equipment; and all lands of the Company upon which the same are situated; and all other property of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents, and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across, or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private, including, but not limited to, the following property situated in the States of Idaho and Utah:

IN THE STATE OF IDAHO

(1) *Brady-Treasureton Transmission Line,* a 230 kv, suspension type insulator, single circuit, double wood pole "U" frame type transmission line in Bannock, Power and Franklin Counties, Idaho, extending from the Idaho Power Company's Brady Substation in a southeasterly direction to the Company's Treasureton Substation.

(2) *Mud Lake-Eastmont Transmission Line,* a 69 kv, suspension type insulator, single circuit, single wood pole type transmission line in Jefferson County, Idaho, extending from the Company's Mud Lake Substation in a northerly direction to the Company's Eastmont Substation.

(3) *Rigby-Mud Lake Transmission Line, Rigby-Roberts Section,* a 161 kv (operated at 69 kv), suspension type insulator, single circuit, double

wood pole "H" frame type transmission line in Jefferson County, Idaho, extending from the Company's Rigby Substation in a northerly and westerly direction to the Company's Roberts Substation.

(4) *Roberts Substation Tap*, a 69 kv, suspension type insulator, single circuit, single wood pole type transmission line in Jefferson County, Idaho, extending from the Company's Rigby-Mud Lake No. 1 69 Kv Transmission Line in a northwesterly direction to the Company's Roberts Substation.

(5) *Roberts Substation Tie Line*, a 69 kv, suspension type insulator, single circuit, single wood pole type transmission line in Jefferson County, Idaho, extending from the Company's Roberts Substation in a northwesterly direction to the Company's Rigby-Mud Lake No. 2 Transmission Line.

(6) *Merrill Substation Tap*, a 69 kv, suspension type insulator, single circuit, single wood pole type transmission line in Jefferson County, Idaho, extending from the Company's Rigby-Mud Lake 69 Kv Transmission Line in a southerly direction to the Company's Merrill Substation.

(7) *Targhee Substation Tap*, a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Fremont County, Idaho, extending from the Company's St. Anthony-Ashton 46 Kv Transmission Line in an easterly direction to the Company's Targhee Substation.

(8) *Berenice Substation Tap*, a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Butte County, Idaho, extending from the Company's Howe Substation in a northerly direction to the Company's Berenice Substation.

(9) *Rogers Brothers Tap*, a 46 kv, post type insulator, single circuit, single wood pole type transmission line in Madison County, Idaho, extending from the Company's Menan-St. Anthony 46 Kv Transmission Line in a southerly direction to the Customer's Substation.

(10) *Webster Substation Tap*, a 69 kv (operated at 46 kv), suspension type insulator, single circuit, single wood pole type transmission line in Madison County, Idaho, extending from the Company's Rigby-Rexburg 69/46 Kv Transmission Line in an easterly direction to the Company's Webster Substation.

(11) *Rigby-Rexburg Transmission Line*, a 69 kv (operated at 46 kv), suspension type insulator, single circuit, single wood pole type transmission

line in Jefferson and Madison Counties, Idaho, extending from the Company's Rigby Substation in a northeasterly direction to the Company's Rexburg Substation.

(12) *Hayes Substation Tap*, a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Bonneville County, Idaho, extending from the Company's Merrill Substation 46 Kv Tap Line in a southerly direction to the Company's Hayes Substation.

(13) *Valley Nitrogen Producers Tap*, a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Caribou County, Idaho, extending from the Company's Soda Springs-Shields 46 Kv Tap Line in a southwesterly direction to the Customer's Substation.

(14) *Alexander Substation Tap*, a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Caribou County, Idaho, extending from the Company's Grace-Lifton 46 Kv Transmission Line in a southeasterly direction to the Company's Alexander Substation.

(15) *Lund Substation Tap*, a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Caribou County, Idaho, extending from the Company's Grace-McCammon 46 Kv Transmission Line in a northerly direction to the Company's Lund Substation.

(16) *Bancroft-Chesterfield Transmission Line*, a 46 kv, post type insulator, single circuit, single wood pole type transmission line in Caribou County, Idaho, extending from the Company's Bancroft Substation in a northerly and westerly direction to the Company's Chesterfield Substation.

(17) *Arimo Substation Tap*, a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Bannock County, Idaho, extending from the Company's McCammon-Downey 46 Kv Transmission Line in a westerly direction to the Company's Arimo Substation.

(18) *Preston-Twin Lakes Tap Line*, a 46 kv, post type insulator, single circuit, single wood pole type transmission line in Franklin County, Idaho, extending from the Company's Grace-Logan Preston Loop 46 Kv Transmission Line in a northerly direction to the Customer's Substation.

IN THE STATE OF UTAH

(19) *Honeyville Substation Tap*, a 138 kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Box

Elder County, Utah, extending from the Company's Grace-Terminal 138 Kv Steel Tower Transmission Line in a northerly direction to the Company's Honeyville Substation.

(20) *Thirty South-McClelland Transmission Line*, a 138 kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Thirty South Switchrack in a northerly and easterly direction to the Company's McClelland Substation.

(21) *Carbon-Ashley Valley Transmission Line*, a 138 kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Carbon, Duchesne and Uintah Counties, Utah, extending from the Company's Carbon Plant Switchrack in a general northeasterly direction to the San Francisco Chemical Company's Substation.

(22) *Hale Switchrack Taps*, two 138 kv, suspension type insulator, single circuit, double wood pole "H" frame type transmission lines in Utah County, Utah, extending from the Company's Ninety South-Carbon 138 Kv Transmission Line in a general southerly direction to the Company's Hale Switchrack.

(23) *Ashley-Vernal Transmission Line*, a 69 kv, suspension type insulator, single circuit, single wood pole type transmission line in Uintah County, Utah, extending from the Company's Ashley Substation in a southerly direction to the Company's Vernal Substation.

(24) *Moab-Texas Gulf Sulphur Company Transmission Line*, a 138 kv (operated at 69 kv), suspension type insulator, single circuit, double wood pole "H" frame type transmission line in Grand County, Utah, extending from the Company's Moab-Monticello 69 Kv Transmission Line in a southwesterly direction to the Customer's Substation.

(25) *Hadspeth Sawmill Tap*, a 69 kv, suspension type insulator, single circuit, single wood pole type transmission line in San Juan County, Utah, extending from the Company's Monticello-Blanding 69 Kv Transmission Line in a southwesterly direction to the Company's Hadspeth Substation.

(26) *White Mesa Substation Tap*, a 69 kv, suspension type insulator, single circuit, single wood pole type transmission line in San Juan County, Utah, extending from the Company's Abajo-Red Rock 69 Kv Transmission Line in a southerly direction to the Company's White Mesa Substation.

(27) *Mantua Substation Tap,* a 46 kv, post type insulator, single circuit, single wood pole type transmission line in Box Elder County, Utah, extending from the Company's Brigham City North 46 Kv Tap Line in an easterly direction to the Company's Mantua Substation.

(28) *Bear River Substation Tap,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Box Elder County, Utah, extending from the Company's Deweyville-Blue Creek 46 Kv Transmission Line in a northerly direction to the Company's Bear River Substation.

(29) *Honeyville Substation Taps,* two 46 kv, suspension type insulator, single circuit, single wood pole type transmission lines in Box Elder County, Utah, extending from the Company's Cutler-Pioneer 46 Kv Transmission Line in a westerly direction to the Company's Honeyville Substation.

(30) *Honeyville-Thiokol Transmission Line,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Box Elder County, Utah, extending from the Company's Honeyville Substation in a westerly direction to the Customer's Substation.

(31) *Minuteman Extension,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Box Elder County, Utah, extending from the Company's Thiokol Chemical Company 46 Kv Tap Line, in a northerly and easterly direction to the Customer's Substation.

(32) *North Ogden Substation Tap,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Cutler-Pioneer 46 Kv Transmission Line in a westerly direction to the Company's North Ogden Substation.

(33) *North Ogden Substation Tap,* a 46 kv, post type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Central Weber Sewer District 46 Kv Transmission Line in a northerly and easterly direction to the Company's North Ogden Substation.

(34) *Uintah Pump Tap,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Pioneer-Weber 46 Kv Steel Tower Transmission Line in an easterly direction to the Customer's Substation.

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(35) *Bureau of Reclamation Riverdale Well Tap,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Weber County, Utah, extending from the Company's Riverdale-Globe Mills 46 Kv Tap Line in an easterly and northerly direction to the Customer's Substation.

(36) *Bureau of Reclamation Clearfield Well Tap,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Davis County, Utah, extending from the Company's Riverdale-Clearfield-Layton 46 Kv Transmission Line in an easterly direction to the Customer's Substation.

(37) *...ry Roofing Company Tap,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Davis County, Utah, extending from the Company's Pioneer-Gadsby 46 Kv Steel Tower Transmission Line in a westerly direction to the Customer's Substation.

(38) *...righton Substation Tap,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Summit, Wasatch and Salt Lake Counties, Utah, extending from the Company's Olmsted-Park City 46 Kv Transmission Line in a westerly direction to the Company's Brighton Substation.

(39) *...apitol Substation Taps,* two 46 kv suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Gadsby-North ... 46 Kv Transmission Line in ...theasterly direction to the Company's ...pitol Substation.

(40) *...isher Brewing Company Tap,* a 46 kv suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Jo... Sixth South-McClelland 46 Kv Transmission Line in a southerly direction to the Customer's Substation.

(41) *...Orange Substation Tap,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Gadsby-Sperry Utah ... Kv Transmission Line in a westerly direction to the Company's Orange Station.

(42) *...range Substation Tap,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Terminal-Gadsby 46 Kv Transmission Line in an easterly direction to the Company's Orange Substation.

(43) *Utah-Idaho Sugar Company Tap,* a 46 kv, pin type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Terminal-Jordan Narrows 46 Kv Transmission Line in a northeasterly direction to the Customer's Substation.

(44) *Cottonwood Sub-Holladay Sub. Transmission Line,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Cottonwood Substation in a south and easterly direction to the Company's Holladay Substation.

(45) *Altaview Substation Tap,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Butlerville-Ninety South 46 Kv Transmission Line in a northerly direction to the Company's Altaview Substation.

(46) *Jordan Narrows-Metropolitan Water Users Transmission Line,* a 46 kv, suspension type insulator, single circuit, single wood pole type transmission line in Salt Lake County, Utah, extending from the Company's Jordan Narrows Switchrack in a southeasterly direction to the Customer's Substation.

(47) *Soldier Summit Substation Taps,* two 46 kv, suspension type insulator, single circuit, single wood pole type transmission lines in Utah County, Utah, extending from the Company's Spanish Fork-Helper 46 Kv Transmission Line in a northeasterly direction to the Company's Soldier Summit Substation.

(48) *L.D.S. Church Mine Tap,* a 46 kv, pin type insulator, single circuit, single wood pole type transmission line in Emery County, Utah, extending from the Company's Huntington-Ferron 46 Kv Transmission Line in a northwesterly direction to the Customer's Substation.

(49) *Ferron-Emery Transmission Line,* a 46 kv, pin type insulator, single circuit, single wood pole type transmission line in Emery County, Utah, extending from the Company's Huntington-Ferron 46 Kv Transmission Line in a southwesterly direction to the Company's Emery Substation.

Also all extensions, branches and taps of said transmission lines or any of them; and all other transmission lines of the Company, and all lands owned by the Company upon which the same are situated; and all other properties of the Company, real, personal or mixed, forming a part thereof, or appertaining thereto, together with all of the Company's easements, licenses, rights

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of way, permits, privileges, franchises, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across, or upon any public streets or highways, or the public lands of the United States, or of any State, or other lands, public or private.

PARAGRAPH FOUR

Federal Licenses and Rights of Way

The licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest, by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines, substations, switchracks and other property forming a part thereof or appertaining thereto, including, but not limited to, all of the Company's right, title and interest in and to the following Licenses and Permits which cover the use and occupancy of certain lands of the United States used in connection with the Company's plants and lines as indicated:

Transmission, Distribution and Telephone Lines

(1) Naughi-Sigurd 230 Kv Line, Department of the Interior Grant, Serial No. Utah-035442, issued August 24, 1960, expires August 23, 2010.

(2) D. R. G. W. RR. Company Beaver Mountain Microwave Station 7.2 Kv Line, Department of the Interior Grant, Serial No. Utah-038180, issued October 31, 1960, expires October 30, 2010.

(3) Miscellaneous Distribution Lines in Idaho 1959, Department of the Interior Grant, Serial No. Idaho-011475, issued September 8, 1960, expires September 7, 2010.

(4) Sigurd Valley 12.5 Kv Tap Line, Department of the Interior Grant, Serial No. Utah-046101, issued July 12, 1960, expires July 11, 2010.

(5) D. R. G. W. RR. Company Lake Mountain Microwave Station 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-038009, issued June 13, 1960, expires June 13, 2010.

(6) D. & R. G. W. RR. Company Green River Microwave Station 7.2 Kv Line, Department of the Interior Grant, Serial No. Utah-038764, issued August 26, 1960, expires August 25, 2010.

(7) D. & R. G. W. RR. Company Crescent Jct. Microwave Station 7.2 Kv Line, Department of the Interior Grant, Serial No. Utah-038754, issued July 8, 1960, expires July 7, 2010.

(8) Carbon-Ashley Valley 138 Kv Line, Department of the Interior, Bureau of Indian Affairs Application, filed July 5, 1960, expires July 18, 2010.

(9) Hidden Splendor Mining Company 12.5 Kv Tap Line, Department of the Interior Grant, Serial No. Utah-055086, issued November 23, 1960, expires November 22, 2010.

(10) Moab 12.5 Kv Feeder Circuit, Department of the Interior Grant, Serial No. Utah-058195, issued March 22, 1961, expires March 21, 2011.

(11) Carbon-Ashley Valley 138 Kv Line, Department of the Interior Grant, Serial No. Utah-046143, issued February 10, 1961, expires February 9, 2011.

(12) Ashley-Vernal 69 Kv Line, Department of the Interior Grant, Serial No. Utah-054075, issued April 12, 1961, expires April 11, 2011.

(13) Hatch Ranch 7.2 Kv Tap Line, Department of the Interior Grant, Serial No. Utah-060671, issued April 10, 1961, expires April 9, 2011.

(14) Pure Oil Company 12.5 Kv Line, Department of the Interior Grant, Serial No. Utah-055083, issued March 22, 1961, expires March 21, 2011.

(15) Miscellaneous Distribution Lines in Idaho-1960, Department of the Interior Grant, Serial No. Idaho-012500, issued April 14, 1961, expires April 13, 2011.

(16) Hudspeth Sawmill 69 Kv Tap Line, Department of the Interior Grant, Serial No. Utah-054148, issued May 1, 1961, expires April 30, 2011.

(17) Pure Oil Company 12.5 Kv Line No. 2, Department of the Interior Grant, Serial No. Utah-058231, issued April 17, 1961, expires April 16, 2011.

(18) L. D. S. Church Mine 46 Kv Tap Line, Department of the Interior Grant, Serial No. Utah-058290, issued May 23, 1961, expires May 22, 2011.

(19) Moab Television 7.2 Kv Tap Line, Department of the Interior Grant, Serial No. Utah-064999, issued June 6, 1961 expires June 5, 2011.

(20) Kennecott Plant Pipeline, Department of the Interior Grant, Serial No. Wyoming-0142278, issued May 18, 1961, expires—Indefinite.

(21) Lawrence Brown 12.5 Kv Extension, Department of the Interior Grant, Serial No. Idaho-012543, issued May 25, 1961 expires May 22, 2011.

(22) Perron Emery 46 Kv Line, Department of the Interior Grant, Serial No. Utah 069193, issued August 17, 1961, expires August 16, 2011.

(23) Garden Creek Microwave Radio Relay Station and Access Road, Department of the Interior Grant, Serial No. Idaho-012630, issued July 21, 1961, expires July 20, 2011.

(24) A. T. & T. Company Cedar Mountain Repeater Station 12.5 Kv Line, Department of the Interior Grant Serial No. Utah 069720, issued September 19, 1961, expires September 18, 2011.

(25) Special Use Land Permit Kennecott Plant Railroad Siding, Department of the Interior Grant, Serial No. Wyoming 0302269, issued July 15, 1961, for three years.

(26) White Mesa Substation and Additions to the 12.5 Kv Distribution System, Department of the Interior, Bureau of Indian Affairs Application, approved October 16, 1961, expires November 9, 2010.

(27) Moab-Texas Gulf 138 Kv Line (operated at 69 Kv), Department of the Interior Grant, Serial No. Utah-067339, issued October 31, 1961, expires October 30, 2011.

(28) Union Pacific Railroad Company Microwave Station 12.5 Kv Line, Department of the Interior Grant, Serial No. Wyoming-0157456, issued November 1, 1961, expires October 31, 2011.

(29) Brady-Treasureton 230 Kv Line, Department of the Interior Grant, Serial No. Idaho-012233, issued January 18, 1962, expires January 17, 2012.

(30) North Monteview Substation 46 Kv Tap Line, Department of the Interior Grant, Serial No. Idaho-012535, issued February 20, 1962, expires —Indeterminate.

(31) The following lines included by application to the Department of the Interior, Bureau of Land Management:

Ben Lomond-Kemmerer 230 Kv Line—Utah-074880, Wyoming-0161199

Western Union Telegraph Company Microwave Station 7.2 Kv Line

Pure Oil Recycling Plant 12.5 Kv Line—Utah-083018

A. T. & T. Co. Knolls Repeater Station 7.2 Kv Line—Utah-083064

Bone, Idaho 7.2 Kv Extension.

(32) Carbon-Ashley Valley 138 Kv Line, Department of Agriculture-Forest Service Grant, issued July 13, 1960, expires July 12, 2010.

(33) Brighton Substation, Access Road and Transmission Line, Department of Agriculture—Forest Service Grant, issued November 15, 1960, expires November 14, 2010.

(34) L. D. S. Church Mine 46 Kv Line, Department of Agriculture—Forest Service Grant, issued January 11, 1961, expires January 10, 2011.

(35) Sowers Canyon Shelter Cabin, Department of Agriculture—Forest Service Grant, issued January 10, 1961, expiration date—Indeterminate.

(36) Ben Lomond-Kemmerer 230 Kv Line, Department of Agriculture —Forest Service Grant, issued September 22, 1961, expires September 21, 2011.

(37) 7.2 Kv Distribution Line Northeast of Soda Springs, Idaho, Department of Agriculture—Forest Service Grant, issued October 30, 1961, expires October 29, 1981.

Also all other licenses, permits, rights of way and grants, issued, granted or made to the Company or its predecessors in interest by the United States of America or the Departments thereof, which authorize or permit the Company to construct, maintain and operate on lands of the United States, dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, electric generating plants, buildings, towers, poles, power lines,

substations, or switchracks and other property forming a part thereof or appertaining thereto.

PARAGRAPH FIVE

FRANCHISES

The Franchises of the Company, including all franchises, licenses, privileges, permits, grants and consents for the construction, maintenance and operation of electric transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto which have been granted to the Company or its predecessors by the governing bodies of the respective villages, towns, cities and counties in the States of Utah and Idaho as follows:

MUNICIPAL FRANCHISES

UTAH

Name	Town or City	Service	Expiration
South Jordan	Town	G. E. S.	Apr. 19, 2010
West Jordan	Town	G. E. S.	Apr. 19, 2010
West Bountiful	Town	G. E. S.	May 4, 1985
Manila	Town	G. E. S.	Oct. 5, 2011

IDAHO

Montpelier	2nd Class	G. E. S.	Mar. 1, 2012

COUNTY FRANCHISES

UTAH

Name	Service	Expiration
Wasatch	G. E. S.	Apr. 4, 2010
Duchesne	G. E. S.	Apr. 5, 2010

NOTE: G. E. S. General Electric Service

Also, all other franchises, certificates, licenses, privileges, permits, grants and consents owned by the Company covering the construction, maintenance and operation of transmission lines, distribution lines and systems, telephone lines, and steam and hot water conduits, through, in, over, under, across and upon the streets, alleys, highways, roads, public grounds and rights of way, and all rights incident thereto.

PARAGRAPH SIX

MISCELLANEOUS PROPERTY

All Miscellaneous Land and rights and interests in lands of the Company, including, but not limited to, all such property acquired by and under the following deeds, recorded in the records of the County Recorders of the Counties in which said properties are located, which are hereby referred to for more particular descriptions of said lands and rights:

IMPROVED—(IDAHO)

(1) *Rexburg Office Site,* situated in Rexburg, Madison County, Idaho, together with the land upon which the office building and other facilities are located, being land acquired by deed dated March 27, 1961, from Boise Cascade Corporation and recorded June 21, 1961 in Book 202 of Deeds, Page 74, in the records of the County Recorder of Madison County.

IMPROVED—(UTAH)

(2) *Moab Office and Warehouse Site,* (Item (8) of Paragraph Six of the Twelfth Supplemental Indenture).

Additional Lands:

1. A tract of land located in Section 1, T. 26 S., R. 21 E., S. L. M., containing 0.69 of an acre, being land acquired by deed dated February 11, 1960, from Delbert L. and Nellie McAtlin and recorded on May 23, 1961 in Book 99, Pages 593-594 in the records of the County Recorder of Grand County.

(3) *Beaver Mountain Microwave Station,* situated near Castlegate, Carbon County, Utah, together with the land upon which the microwave station building and communication equipment are located, being land

acquired by deed dated July 7, 1961 from Lee N. Diamanti and recorded July 10, 1961 in Book 73 of Records, Page 249, in the records of the County Recorder of said County.

(4) *Ensign Peak Microwave Station*, situated in Salt Lake City, Salt Lake County, Utah, together with the land upon which the microwave station building and communication equipment are located, being land acquired by deed dated October 5, 1961 from Salt Lake City Corporation and recorded December 11, 1961 in Book 1871, Pages 129-130, in the records of the County Recorder of said County.

UNIMPROVED—(UTAH)

(5) *Roosevelt Substation Site*, situated near Roosevelt, Duchesne County, Utah, being land acquired by deed dated February 3, 1961, from Jesse D. and Ethelene M. Freston and recorded February 20, 1961, in Book 32 of Deeds, Pages 70-71 in the records of the County Recorder of said County.

(6) *Genesee Substation Site*, situated in Salt Lake City, Salt Lake County, Utah, being land acquired by deed dated February 23, 1961 from Leon and Leone Brown and recorded February 23, 1961 in Book 1783, Pages 28-29, in the records of the County Recorder of said County.

IN WITNESS WHEREOF, Utah Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Morgan Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice-Presidents or Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and Karl R. Heinrich, one of the

parties hereto of the second part, has hereunto set his hand and affixed his seal, all as of the day and year first above written.

UTAH POWER & LIGHT COMPANY,

By .....

Vice-President.

Attest:

.....

Assistant Secretary.

Executed, sealed and delivered by UTAH POWER & LIGHT COMPANY in the presence of:

.....

.....

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MORGAN GUARANTY TRUST COMPANY OF
NEW YORK,
As Corporate Trustee,

By .....
Trust Officer.

Attest:

.....
Assistant Secretary.

Executed, sealed and delivered by MORGAN GUARANTY TRUST COMPANY OF NEW YORK in the presence of:

.....

.....

.....

.....(L. S.)
As Co-Trustee

Executed, sealed and delivered by KARL R. HEINRICH in the presence of:

.....

.....

[redacted]

STATE OF NEW YORK,
COUNTY OF NEW YORK, } SS.:

On this 29th day of May, 1962, before me, MORTON BARAD, a Notary Public in and for the State of New York, County of New York, personally appeared D. L. BROUSSARD and SIDNEY G. BAUCOM to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Vice-President and an Assistant Secretary, respectively, of UTAH POWER & LIGHT COMPANY, who, by me being duly sworn, did depose and say that the said D. L. BROUSSARD resides in Salt Lake City, Utah, and the said SIDNEY G. BAUCOM resides in Salt Lake City, Utah; that they are a Vice-President and an Assistant Secretary, respectively, of UTAH POWER & LIGHT COMPANY, the corporation described in and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was so signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

MORTON BARAD
NOTARY PUBLIC, State of New York
No. 24-5170980
Qualified in Kings County
Certs. filed in Bronx, Queens, Nassau,
New York and Westchester Cos.
Term Expires March 30, 1964

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STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 29th day of May, 1962, before me, DAVID W. CREE, a Notary Public in and for the State of New York, County of New York, personally appeared P. G. NORRIS and F. B. KINGSLEY, to me personally well known and known to me to be the persons whose names are subscribed to the foregoing instrument and known to me to be a Trust Officer and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, by me being duly sworn, did depose and say that the said P. G. NORRIS resides at 34 Rose Terrace, Chatham, N. J., that the said F. B. KINGSLEY resides at 540 East 20th Street, New York 9, ; that they are a Trust Officer and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation described and which executed the foregoing instrument; that the said instrument was signed in behalf of said corporation by virtue of a resolution adopted by its Board of Directors; that they know the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that the instrument was signed and sealed in behalf of the corporation by authority of its Board of Directors; and they acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, and they further acknowledged to me that the said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200 Qual. in West. Co.
Cert. Filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

On this 29th day of May, 1962, before me, DAVID W. CREE, a Notary Public in and for the State of New York, County of New York, personally appeared KARL R. HENRICH, the signer of the foregoing instrument, to me personally well known and known to me to be the person whose name is subscribed thereto, and duly acknowledged to me that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year in this certificate first above written.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854200 Qual. in West. Co.
Cert. Filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

D. L. Broussard, being duly sworn, deposes and says that he is a Vice-President of UTAH POWER & LIGHT COMPANY, the party of the first part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of said Company.

Subscribed and sworn to before me,
the 29th day of May, 1962.

MORTON BARAD
Notary Public, State of New York
No. 24-5170980
Qualified in Kings County
Certs. filed in Bronx, Queens, Nassau,
New York and Westchester Cos.
Term Expires March 30, 1964

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

P. G. NORRIS, being duly sworn, deposes and say that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me,
this 29th day of May, 1962.

DAVID W. CREE
Notary Public, State of New York
No. 60-5854250 Qual. in West. Co.
Cert. Filed in New York County
Commission Expires March 30, 1964

STATE OF NEW YORK,
COUNTY OF NEW YORK, } ss.:

KARL R[illegible]ENRICH, being duly sworn, deposes and says that he is one of the parties of the second part named in the foregoing instrument; that said instrument is made in good faith to secure the payment of the bonds mentioned therein, and is made without any design to hinder, delay or defraud the creditors of UTAH POWER & LIGHT COMPANY.

Subscribed and sworn to before me,
this 29th day of May, 1962.

D[illegible] W. CREE
Notary Public, State of New York
No. 60-58[illegible] Qual. in West. Co.
Cert. Filed in New York County
Commission Expires March 30, 1964