

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 Pacific Power & Light Company, in consideration of the premises and of One Dollar (\$1) to it duly paid by the Trustees at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both 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 such bonds, and to confirm the lien of the Mortgage on certain after acquired property, 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 R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Thirtieth Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (1) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) 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 steam, water and/or other power; all power

houses, gas plants, street lighting incidental thereto, telephone, radio and equipment incidental thereto and hot water plants, substations, culverts, tracks, ice or refrigeration and other structures and the boilers, dynamos, electric, gas, transformers, generators, motors, conduits, cables, water, steam heating service pipes, fittings, valves and wires, cables, tools, implements, franchises, consents or permits; all of electric current, gas, steam, towers, poles, wires, cables, pipe in connection therewith; all real property, franchises, privileges, rights public or private property, real property and (except as herein mentioned, expressly excepted) all now have or may hereafter acquire of kind or nature wheresoever situated.

And the Company does hereby cause or consent to a partition, division, of property, whether heretofore acquired, in which its ownership is permitted by and in conformity with particularly of Article XI thereof.

TOGETHER WITH all and sundry appurtenances, servitudes and appurtenances to the aforementioned property and reversions, remainder and Section 57 of the Mortgage) income, product and profits thereof interest and claim whatsoever the Company now has or may hereafter acquire in property and franchises and every

houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and 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, ice or refrigeration plants and equipment, 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, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all 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 public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and in conformity with the provisions of the Mortgage and particularly of Article XI thereof.

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 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 aforementioned property and franchises and every part and parcel thereof.



IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (1) of Section 87 of the Mortgage, all the property, rights, and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) 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 by the Mortgage, and as fully embraced within the lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

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 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, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the Company's contractual rights or other interest in or with respect to tires not owned by the Company; (4) the last day of the term of any lease or leasehold which may be or become subject to the lien of the Mortgage; (5) electric energy, gas, steam, water, ice, and other materials or products generated, manufactured, stored, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of the Mortgage; and (6) 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 that either or both of the Trust and take possession of the Mortgage provided in Article XIII of the Default as defined in Section 6

TO HAVE AND TO HOLD all granted, bargained, sold, released, pledged, set over or covenanted so to be, unto R. E. Oliver R. Brooks) and (to the for the purposes hereof) to Mortgage (formerly Guaranty Trust Company successors and assigns forever.

IN TRUST NEVERTHELESS, terms, trusts and conditions and covenants as are set forth in the Thirty-first Supplemental Indenture

AND IT IS HEREBY COVENANTED conditions, provisos, covenants heretofore supplemented, shall be described and conveyed, and to the Company and the Trustees to said property, and to the Trust in the same manner and with the same as owned by the Company at the time had been specifically and at the Trustees by the Mortgage as conveyed.

The Company further covenants and their successor or successors follows:

#### Thirty-

SECTION 1. There shall be due December 1, 2006" (hereinafter "Series"), each of which shall

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 XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 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 R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), as 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 heretofore supplemented, this Thirty-first 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 heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been 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 said 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 successor or successors in such trust under the Mortgage, as follows:

#### ARTICLE I.

##### Thirty-sixth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "8%% Series due December 1, 2006" (herein sometimes referred to as the "Thirty-sixth Series"), each of which shall also bear the descriptive title First Mortgage



"Notwithstanding the foregoing, the person in whose name any bond of 8% Series due December 1, 2006 (hereinafter called the "Thirty-sixth Series") is registered at the close of business on any record date for the Thirty-sixth Series (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date (except that in case of any redemption of bonds as provided for herein on a date subsequent to the record date for the Thirty-sixth Series and prior to such interest payment date, interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date for the Thirty-sixth Series and prior to such interest payment date, except if, and to the extent that, the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding bonds of the Thirty-sixth Series are registered on the day immediately preceding the date of payment of such defaulted interest. Any bond of the Thirty-

	General
If redeemed during 12 months	
1977 .....	108.90%
1978 .....	108.59%
1979 .....	108.28%
1980 .....	107.98%
1981 .....	107.67%
1982 .....	107.36%
1983 .....	107.06%
1984 .....	106.75%
1985 .....	106.44%
1986 .....	106.14%
1987 .....	105.83%
1988 .....	105.52%
1989 .....	105.22%
1990 .....	104.91%
1991 .....	104.60%

in each case, together with accrued interest, shall be paid to the holder of the note, provided, however, that none of the

sixth Series issued upon any transfer or exchange subsequent to the record date for the Thirty-sixth Series for any interest payment date and prior to such interest payment date shall bear interest from such interest payment date. The term 'record date for the Thirty-sixth Series' as used with respect to any interest payment date shall mean the fifteenth day of the calendar month next preceding such interest payment date."

The Company reserves the right to establish, at any time, by Resolution of the Board of Directors of the Company a form of coupon bond, and of appurtenant coupons, for the Thirty-sixth Series and to provide for exchangeability of such coupon bonds with the bonds of the Thirty-sixth Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(1) Bonds of the Thirty-sixth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, in whole at any time, or in part from time to time, prior to maturity, upon notice as provided in Section 52 of the Mortgage mailed 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 November 30,

1977 .....	108.90%	1992 .....	104.30%
1978 .....	108.59%	1993 .....	103.99%
1979 .....	108.28%	1994 .....	103.68%
1980 .....	107.98%	1995 .....	103.38%
1981 .....	107.67%	1996 .....	103.07%
1982 .....	107.36%	1997 .....	102.76%
1983 .....	107.06%	1998 .....	102.46%
1984 .....	106.75%	1999 .....	102.15%
1985 .....	106.44%	2000 .....	101.84%
1986 .....	106.14%	2001 .....	101.54%
1987 .....	105.83%	2002 .....	101.23%
1988 .....	105.52%	2003 .....	100.92%
1989 .....	105.22%	2004 .....	100.62%
1990 .....	104.91%	2005 .....	100.31%
1991 .....	104.60%	2006 .....	100.00%

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirty-sixth Series shall be



redeemed prior to December 1, 1981, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Thirty-sixth Series through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (calculated in accordance with acceptable financial practices) of less than 8.6636% per annum.

(II) Bonds of the Thirty-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 deposited with the Corporate Trustee pursuant to the provisions of Section 39, Section 64 or Section 87 of the Mortgage or with the Proceeds of Released Property, 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 November 30,

1977 .....	100.27%	1992 .....	100.21%
1978 .....	100.27%	1993 .....	100.21%
1979 .....	100.27%	1994 .....	100.20%
1980 .....	100.27%	1995 .....	100.19%
1981 .....	100.26%	1996 .....	100.18%
1982 .....	100.26%	1997 .....	100.17%
1983 .....	100.26%	1998 .....	100.16%
1984 .....	100.25%	1999 .....	100.15%
1985 .....	100.25%	2000 .....	100.13%
1986 .....	100.25%	2001 .....	100.12%
1987 .....	100.24%	2002 .....	100.10%
1988 .....	100.24%	2003 .....	100.09%
1989 .....	100.23%	2004 .....	100.07%
1990 .....	100.23%	2005 .....	100.05%
1991 .....	100.22%	2006 .....	100.00%

in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the registered owner, any bonds of the Thirty-sixth Series, upon surrender thereof, for cancellation, at the office or agency

of the Company in the Borough of Manhattan, shall be exchangeable for a like aggregate principal amount of series of other authorized denominations.

Bonds of the Thirty-sixth Series shall be redeemable in whole 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 deposited with the Corporate Trustee pursuant to the provisions of Section 39, Section 64 or Section 87 of the Mortgage or with the Proceeds of Released Property, at the following Special Redemption Prices expressed in percentages of the principal amount of the bonds to be redeemed:

After the execution and delivery of the Indenture and upon compliance with the provisions of the Mortgage, as supplemented, it is the intention of the Company to issue of bonds of the Thirty-sixth Series in the amount of Fifty Million Dollars (\$50,000,000).

ARTICLE

#### Replacement Fund Cover of the Mortgage

SECTION 2. Subsection (1) of Section 39, as amended, is hereby further amended to read "or Thirty-fifth" and "or Thirty-sixth" for "and Thirty-fifth" each time it appears therein.

Subsection (III) of Section 39, as amended, is hereby further amended by inserting before the words "Thirty-fifth Series" the words "Thirty-sixth Series," before the words "Thirty-fifth Series" appear therein.

Clauses (d) and (e) of subsection (1) of Section 39, as amended, are hereby further amended by inserting before the words "Thirty-sixth Series," before the words "Thirty-fifth Series" appear therein.

Clause (6) of Section 5 of the Indenture, as amended, is hereby further amended by inserting

of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Thirty-sixth Series shall be transferable, upon the surrender thereof, for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Thirty-sixth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Thirty-sixth Series.

After the execution and delivery of this Thirty-first Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated that there shall be an initial issue of bonds of the Thirty-sixth Series for the aggregate principal amount of Fifty Million Dollars (\$50,000,000).

#### ARTICLE II.

##### Replacement Fund Covenant—Other Related Provisions of the Mortgage—Dividend Covenant.

SECTION 2. Subsection (I) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by substituting "Thirty-fifth or Thirty-sixth" for "or Thirty-fifth" and by substituting "Thirty-fifth and Thirty-sixth" for "and Thirty-fifth" each time such words appear in said Section 39.

Subsection (III) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by inserting the words "Thirty-sixth Series," before the words "Thirty-fifth Series".

Clauses (d) and (e) of subsection (II) of Section 4 of the Mortgage, as heretofore amended, are hereby further amended by inserting the words "Thirty-sixth Series," before the words "Thirty-fifth Series" each time such words appear therein.

Clause (6) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-sixth," before "Thirty-fifth".



Clause (e) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-sixth," before "Thirty-fifth".

Section 29 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-sixth," before "Thirty-fifth" each time such word appears therein.

### ARTICLE III.

#### Miscellaneous Provisions.

SECTION 3. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Thirty-sixth Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 4. Subject to the amendments provided for in this Thirty-first Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Thirty-first Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 5. The Trustees hereby accept the trusts hereby 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, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Thirty-first Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVII of the Mortgage shall apply to and form part of this Thirty-first 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 Thirty-first Supplemental Indenture.

SECTION 6. Whenever in this Thirty-first Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Thirty-first Supplemental Indenture contained by or on

behalf of the Company, or by or on behalf, subject as aforesaid, bind and their respective successors and assigns or not.

SECTION 7. Nothing in this Thirty-first Supplemental Indenture, expressed or implied, is intended, to give to, any person, firm or corporation, other than the holders of the bonds and coupons, any right, remedy or claim under or by virtue of this Indenture or any covenant, condition or agreement hereof, and all the covenants, conditions and agreements in this Thirty-first Supplemental Indenture of the Company shall be for the benefit of the holders of the bonds hereof, and of the holders of the bonds under the Mortgage.

SECTION 8. This Thirty-first Supplemental Indenture, in several counterparts, each of which shall constitute but one and the same

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 7. Nothing in this Thirty-first Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Thirty-first Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-first 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 of the coupons outstanding under the Mortgage.

SECTION 8. This Thirty-first 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, Pacific Power & Light Company 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 has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. E. SPARROW has hereunto set his hand and affixed his seal, all as of the day and year first above written.

PACIFIC POWER & LIGHT COMPANY,

By *John H. Geiger*  
Vice President—Finance

Attest:

*[Signature]*  
Assistant Secretary.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

By *[Signature]*  
Trust Officer.

Attest:

*[Signature]*  
Assistant Secretary.

*[Signature]* (L.S.)  
R. E. Sparrow

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

On this 15th day of December, 1910, I, a Notary Public in and for the State of New York, have seen JOHN H. GEIGER and GERARD K. GEIGER, President and an Assistant Secretary of the Pacific Power & Light Company, a Maine corporation, who have acknowledged this instrument to be their act and deed of said day and year first above written.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day and year first above written.

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

On this 15th day of December, 1910, I, a Notary Public in and for the State of New York, have seen J. W. FLAHERTY and FAITH A. GAFFNEY, President and an Assistant Secretary, respectively, of the Morgan Guaranty Trust Company of New York, a New York corporation, who have acknowledged this instrument to be their act and deed of said day and year first above written.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 15th day and year first above written.

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

On this 15th day of December, 1976, before me, HARRY A. GENZALE, JR., a Notary Public in and for the State of New York, personally appeared JOHN H. GEIGER and GERARD K. DRUMMOND, known to me to be a Vice President and an Assistant Secretary, respectively, of Pacific Power & Light Company, a Maine corporation, who did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said corporation.

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

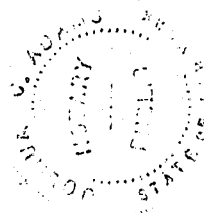
*Harry A. Genzale Jr.*  
HARRY A. GENZALE JR.  
Notary Public, State of New York  
No. 24-6488135 Kings County  
Certificate filed in New York County  
Term Expires March 30, 1978

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

On this 15th day of December, 1976, before me, JOSHUA C. ADAMS, a Notary Public in and for the State of New York, personally appeared J. W. FLAHERTY and FAITH A. GAUSMAN, known to me to be a Trust Officer and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York trust company, who did say that the seal affixed to the foregoing instrument is the corporate seal of said company, and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said company.

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

*Joshua C. Adams*  
JOSHUA C. ADAMS  
Notary Public, State of New York  
Qualified in Queens County  
Certificate Filed in New York County  
No. 41-4617609  
Commission Expires March 30, 1977






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

On this 15th day of December, 1976, before me, JOSHUA C. ADAMS, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed this instrument as his free and voluntary act and deed.

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

  
Joshua C. Adams  
JOSHUA C. ADAMS  
Notary Public, State of New York  
Qualified in Queens County  
Certificate Filed in New York County  
No. 41-4617609  
Commission Expires March 30, 1977

State of Oregon, }  
County of Klamath } ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of JANUARY, 19 77, at 4:41 o'clock P M. and recorded on Page 545 in Book M 77 Records of MORTGAGES of said County.

WM. D. MILNE, County Clerk

By Kazuo Shiga Deputy  
Fee \$ 57.00