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CP NATIONAL CORPORATION

to

BANK OF AMERICA

NATIONAL TRUST AND SAVINGS ASSOCIATION

and

J. H. BEAVER
Trustees

TWENTY-EIGHTH SUPPLEMENTAL INDENTURE

Dated as of May 1, 1985

Supplementing and Modifying First Mortgage Indenture
Dated as of July 1, 1944

OK
69.00-

THIS TWENTY-EIGHTH SUPPLEMENTAL INDENTURE, dated for convenience as of May 1, 1985, although executed and delivered at a different date, between CP NATIONAL CORPORATION (formerly known as California-Pacific Utilities Company and, prior thereto, as Southern Oregon Gas Corporation, successor by statutory merger to Needles Gas and Electric Company, a California corporation, Weaverville Electric Company, a California corporation, California Utilities Company, a California corporation, and Southern Utah Power Company, a Utah corporation), a corporation duly organized and existing under and by virtue of the laws of the State of California (hereinafter called the "Company"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association duly organized and existing under and by virtue of the laws of the United States (hereinafter called the "Trustee" or the "Corporate Trustee"), and J. H. BEAVER, a resident of the State of California, (hereinafter called "Co-Trustee" or "individual Trustee" -- the Corporate Trustee and the individual Trustee being hereinafter sometimes collectively called the "Trustees");

WHEREAS, the Company heretofore duly executed and delivered to Bank of America National Trust and Savings Association and William C. Koenig, as Trustees, its First Mortgage Indenture, dated as of July 1, 1944, covering all property then owned or thereafter acquired by the Company (other than certain property therein expressly excepted and excluded from the lien and operation thereof) for the purpose, among other things, of securing an authorized issue of bonds of the Company generally known as First Mortgage Bonds issuable thereunder in one or more series (said First Mortgage Indenture, dated as July 1, 1944, being hereinafter called the "Original Indenture" and such bonds of the Company issued thereunder being hereinafter called the "Bonds");

WHEREAS, as of February 15, 1984, M. J. Barrett (successor to William C. Koenig as Co-Trustee under the Original Indenture), resigned, and the Company, and Bank of America National Trust and Savings Association, Trustee, in accordance with the provisions of Section 15.20 of the Original Indenture, accepted such resignation and appointed J. H. Beaver as successor Co-Trustee thereunder, and J. H. Beaver is now the qualified and acting Co-Trustee thereunder; and

WHEREAS, pursuant to and in conformity with the terms and conditions of the Original Indenture and with the consent of the holders of more than seventy-five percent (75%) of the principal amount of the Bonds then outstanding under the Original Indenture given by instruments in writing

in a form approved by the Trustee and signed by such holders and filed with the Trustee, the Company and the Trustees heretofore executed a First Supplemental Indenture, dated as of June 15, 1946, a Second Supplemental Indenture, dated as of August 1, 1946, a Fourth Supplemental Indenture, dated as of May 1, 1950, a Twenty-Second Supplemental Indenture dated as of January 1, 1975, and a Twenty-Fifth Supplemental Indenture dated as of May 1, 1977, supplementing and modifying the Original Indenture; and pursuant to and in conformity with the terms and conditions of the Original Indenture, the Company and the Trustees heretofore executed a Seventh Supplemental Indenture, dated as of April 1, 1956, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series F, 3 5/8%, due April 1, 1986", an Eighth Supplemental Indenture, dated as of May 1, 1958, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series G, 4%, due May 1, 1986", a Ninth Supplemental Indenture, also dated as of May 1, 1958, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series H, 4 3/4%, due May 1, 1986", a Tenth Supplemental Indenture, dated as of May 1, 1961, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series I, 5%, due May 1, 1991", an Eleventh Supplemental Indenture, dated as of September 1, 1962, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series J, 4 7/8%, due September 1, 1992", a Twelfth Supplemental Indenture, dated as of April 1, 1964, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series K, 4.65%, due April 1, 1994", a Thirteenth Supplemental Indenture, dated as of March 1, 1966, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series L, 5.15%, due March 1, 1996", a Fourteenth Supplemental Indenture, dated as of March 1, 1967, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series M, 6 3/8%, due March 1, 1997", a Fifteenth Supplemental Indenture, dated as of November 1, 1967, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series N, 6 1/2%, due November 1, 1997", a Sixteenth Supplemental Indenture, dated as of March 1, 1969, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series O, 7 1/2%, due March 1, 1999", a Seventeenth Supplemental Indenture, dated as of June 1, 1970, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series P, 9 3/4%, due June 1, 2000", an Eighteenth Supplemental

Indenture, dated as of January 1, 1971, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series Q, 6 1/8%, due December 31, 1985", a Nineteenth Supplemental Indenture, dated as of September 1, 1971, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series R, 8 3/4%, due September 1, 1995", a Twentieth Supplemental Indenture, dated as of April 1, 1972, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series S, 8%, due April 1, 2002", a Twenty-First Supplemental Indenture, dated as of April 1, 1973, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series T, 7.95%, due April 1, 2003", a Twenty-Third Supplemental Indenture, dated as of March 1, 1976, prescribing the form or forms of three new series of Bonds of the Company to be designated, respectively, "First Mortgage Bonds, Series U, 4.85%, due April 1, 1989", "First Mortgage Bonds, Series V, 7 3/4%, due March 1, 1994", and "First Mortgage Bonds, Series W, 9 7/8%, due January 1, 1996", a Twenty-Fourth Supplemental Indenture, dated as of August 1, 1976, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series X, 9 5/8%, due August 1, 1996", a Twenty-Sixth Supplemental Indenture, dated as of March 15, 1977, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series Y, 8 3/4%, due March 15, 2002" and a Twenty-Seventh Supplemental Indenture dated as of September 15, 1982 prescribing the form or forms of two new series of Bonds of the Company to be designated, respectively, "First Mortgage Bonds Series Z, 15 3/4%, due September 15, 1987" and "First Mortgage Bonds, Series AA, 16 1/4%, due September 15, 1997" (the "Twenty-Seventh Supplemental Indenture") (which Original Indenture, as supplemented and modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth, Nineteenth, Twentieth, Twenty-First, Twenty-Second, Twenty-Third, Twenty-Fourth, Twenty-Fifth, Twenty-Sixth and Twenty-Seventh Supplemental Indentures, and by this Twenty-Eighth Supplemental Indenture, is hereafter called the "Mortgage"); and

WHEREAS, there are now issued and outstanding under the Original Indenture \$51,572,000 principal amount of First Mortgage Bonds of the Company, consisting of \$1,500,000 Series F Bonds, 3 5/8%, due April 1, 1986, \$1,128,000 Series G Bonds, 4%, due May 1, 1986, \$1,305,000 Series H Bonds, 4 3/4%, due May 1, 1986, \$2,000,000 Series I Bonds, 5%, due May 1, 1991, \$2,000,000 Series J Bonds, 4 7/8%, due

September 1, 1992, \$2,000,000 Series K Bonds, 4.65%, due
 April 1, 1994, \$3,000,000 Series L Bonds, 5.15%, due March 1,
 1996, \$3,000,000 Series M Bonds, 6 3/8%, due March 1, 1997,
 \$3,000,000 Series N Bonds, 6 1/2%, due November 1, 1997,
 \$1,500,000 Series O Bonds, 7 1/2%, due March 1, 1999,
 \$3,000,000 Series P Bonds, 9 3/4%, due June 1, 2000, \$394,000
 Series Q Bonds, 6 1/8%, due December 31, 1985, \$2,270,000
 Series R Bonds, 8 3/4%, due September 1, 1995, \$3,000,000
 Series S Bonds, 8%, due April 1, 2002, \$3,000,000 Series T
 Bonds, 7.95%, due April 1, 2003, \$250,000 Series U Bonds,
 4.85%, due April 1, 1989, \$675,000 Series V Bonds, 7 3/4%,
 due March 1, 1994, \$550,000 Series W Bonds, 9 7/8%, due
 January 1, 1996, \$2,400,000 Series X Bonds, 9 5/8%, due
 August 1, 1996, \$5,600,000 Series Y Bonds, 8 3/4%, due
 March 15, 2002, \$5,000,000 Series Z Bonds, 15 3/4%, due
 September 15, 1987 ("Series Z Bonds" or "Bonds of Series Z")
 and \$5,000,000 Series AA Bonds, 16 1/4%, due September 15,
 1997 ("Series AA Bonds" or "Bonds of Series AA"); and

WHEREAS, as authorized by Section 16.01(b) of the
 Original Indenture, the Company proposes to enter into this
 Supplemental Indenture to add certain further covenants and
 agreements which the Board of Directors of the Company
 considers to be for the further protection of the holders of
 the Bonds; and

WHEREAS, the holders of all of the Series Z Bonds
 and Series AA Bonds outstanding have delivered to the Company
 and the Trustees their waiver of the provisions of Sections
 2.02, 2.03, 2.04 and 2.05 and portions of Section 2.09 of the
 Twenty-Seventh Supplemental Indenture conditioned on the
 execution and delivery of this Twenty-Eighth Supplemental
 Indenture; and

WHEREAS, all acts and proceedings required by law
 and by the Articles of Incorporation and By-Laws of the
 Company, including all actions requisite on the part of the
 stockholders, directors and officers necessary to constitute
 this Twenty-Eighth Supplemental Indenture, a valid, binding
 and legal instrument for the security of the Bonds in
 accordance with their, and its, terms, have been done and
 performed; and the execution and delivery of this
 Twenty-Eighth Supplemental Indenture has been duly authorized
 by all requisite governmental authorities having jurisdiction
 in the premises and in all other respects;

NOW, THEREFORE, THIS TWENTY-EIGHTH SUPPLEMENTAL
INDENTURE WITNESSETH:

ARTICLE I
ADDITIONAL COVENANTS OF THE COMPANY

The Company covenants and agrees with the Trustees, for the benefit of the Trustees and the holders from time to time of the Bonds of Series Z and Series AA, as follows:

SECTION 1.01 Dividend Restrictions. That, so long as any Bonds of Series Z or Series AA shall remain outstanding, it will not, without the written consent of the holders of at least 66-2/3% of the aggregate principal amount then outstanding of each of said Series (a) declare or pay any dividends or make any distribution on any shares of any class of its capital stock (other than dividends payable in shares of common stock of the Company), or (b) purchase, acquire or otherwise retire for a consideration (other than in exchange for or from the proceeds of other shares of capital stock of the Company) or permit any Subsidiary to purchase or otherwise acquire for value any shares of any class of its capital stock (other than as required to comply with any conversion or sinking or purchase fund or obligation now existing or hereafter established for any class of preferred or preference stock of the Company), unless, immediately after giving effect thereto, the sum of all such dividends, distributions, purchases, acquisitions and retirements declared, made or obligated for the period subsequent to December 31, 1984 would not exceed (i) Consolidated Net Income of the Company accumulated after December 31, 1984, plus (ii) \$10,000,000 of retained earnings accumulated prior to December 31, 1984.

SECTION 1.02 Maintenance of Financial Conditions. That, so long as any Bonds of Series Z or Series AA remain outstanding, it will not, without the written consent of the holders of at least 66-2/3% of the aggregate principal amount then outstanding of each of said Series at any time permit:

- (a) The aggregate amount of Consolidated Indebtedness to exceed 70% of the sum of Consolidated Total Capitalization plus Consolidated Current Indebtedness; or
- (b) The aggregate amount of Consolidated Funded Indebtedness to exceed 65% of Consolidated Total Capitalization; or
- (c) Cash Flow Available for Debt Service for the period of twelve consecutive calendar months next preceding

any month to be less than 125% of Debt Service for such period; or

(d) Consolidated Net Tangible Assets to be less than (i) 130% of the aggregate amount of Consolidated Indebtedness during 1985, (ii) 135% of the aggregate amount of Consolidated Indebtedness during 1986, or (iii) 140% of the aggregate amount of Consolidated Indebtedness after 1986.

SECTION 1.03 Sale of Assets. That, so long as any Bonds of Series Z or Series AA remain outstanding, neither it nor any Subsidiary will, except in the ordinary course of business, or in an Intercompany Transfer, without the written consent of the holders of at least 66-2/3% of the aggregate principal amount then outstanding of each of said Series, sell, lease, transfer or otherwise dispose of any assets ("disposition"); provided that the foregoing restrictions do not apply to the disposition if all of the following conditions are met:

(i) either (a) after giving effect to such disposition, the book value of all such assets disposed of by the Company and its Subsidiaries within the period of any twelve consecutive months within the fifteen months ending on the last day of the month next preceding the date of such disposition is less than 12.5% of average Consolidated Net Tangible Assets for the four immediately preceding fiscal quarters (or in the event preceding financial information for the immediately preceding fiscal quarter is not available on such date, for the first three of the four immediately preceding fiscal quarters), or (b) the aggregate amount of the Company's Consolidated Indebtedness after giving effect to such disposition does not exceed 60% of the sum of Consolidated Total Capitalization plus Consolidated Current Indebtedness,

(ii) after giving effect to such disposition, the book value of all such assets so disposed of by the Company and its Subsidiaries within the period of 36 consecutive calendar months ending with the month in which the disposition occurs is less than 20% of average Consolidated Net Tangible Assets for the twelve immediately preceding fiscal quarters (or in the event preceding financial information for the immediately preceding fiscal quarter is not available on such date, for the first eleven of the twelve immediately preceding fiscal quarters), and

(iii) for dispositions of assets having a net book or fair market value, whichever is higher, of \$2,500,000

or more, in the opinion of the Company's Board of Directors, the disposition is for fair value and is in the best interests of the Company; and

provided further, that the dispositions described on Exhibit A hereto shall not be subject to this Section 1.03 or included in the calculations made under clauses (i) and (ii) of this Section 1.03.

SECTION 1.04. Limitations on Indebtedness. That, so long as any Bonds of Series Z or Series AA remain outstanding, neither it nor any Subsidiary will, without the written consent of the holders of at least 66 2/3% of the aggregate principal amount then outstanding of each of said Series, create, assume, incur, enter into any Guaranty for, or otherwise become liable in respect of, any Indebtedness if on the date on which the Company or such Subsidiary proposes to become liable therefor and immediately after giving effect thereto and to the retirement of any Indebtedness which is concurrently being retired, (i) Net Income Available for Interest for the period of twelve consecutive months next preceding the month in which such incurrence is proposed would be less than 150% of Fixed Charges for such period; or (ii) the Company would not be in compliance with all provisions of Section 1.02 hereof.

SECTION 1.05. Default on Indebtedness or Other Security. That, so long as any Bonds of Series Z or Series AA shall remain outstanding, neither it nor any Subsidiary shall, without the written consent of the holders of at least 66 2/3% of the aggregate principal amount then outstanding of each of said Series, fail to make any payment due on any other Indebtedness with an aggregate principal amount exceeding \$500,000 or any other Security or permit any event to occur or any condition to exist, the effect of which is to cause (or permit any holder of such other Indebtedness or Security or a trustee to cause) more than \$500,000 of such other Indebtedness or any such Security, or a portion thereof, to become due prior to its stated maturity or prior to its regularly scheduled dates of payment.

SECTION 1.06. ERISA Compliance. That, so long as any Bonds of Series Z or Series AA remain outstanding, neither it nor any Person which is under common control with the Company within the meaning of Section 414(c) of the Internal Revenue Code of 1954, as amended (the "Code") or Section 4001(b) of ERISA ("Related Person"), without the written consent of the holders of at least 66 2/3% of the aggregate principal amount then outstanding of each of said Series, will at any time permit any "employee pension benefit plan," as such term is defined in Section 3(2) of ERISA,

which is maintained by the Company or any Related Persons, or in which employees of the Company or any Related Person are entitled to participate, as from time to time in effect, other than a multiemployer plan, as such term is defined in Section 4001(a)(3) of ERISA, or any plan described in Section 401(a)(1) of ERISA, to: (i) engage in any nonexempt "prohibited transaction", as such term is defined in Section 4975 of the Code or Section 406 of ERISA, which would subject the Company and the Subsidiaries (taken as a whole) to any material tax, penalty or other liability; (ii) incur any "accumulated funding deficiency", as such term is defined in Section 412 of the Code, whether or not waived; or (iii) terminate under circumstances which could result in the imposition pursuant to Section 4068 of ERISA of a Lien on the Property of the Company or any Subsidiary in respect of any material liability to the Pension Benefit Guaranty Corporation established pursuant to Subtitle A of Title IV of ERISA.

SECTION 1.07 Definitions. As used in this Article I, terms which are defined in Section 2.10 of the Twenty-Seventh Supplemental Indenture have the meanings specified for them in said Section 2.10. Further, as used in this Article I, the following terms have the respective meanings set forth below:

Consolidated Net Tangible Assets -- the gross book value of the assets of the Company and its Subsidiaries (exclusive of good will which is not includable in Account 100.4 of the Uniform System of the Federal Communications Commission, patents, trademarks, trade names, organization expense, treasury stock, unamortized debt discount and expense and other like intangibles and any write-up of the value of any assets after December 1, 1983), less reserves applicable thereto and all liabilities of the Company and its Subsidiaries (including reserves for deferred income taxes and other liability and contingency reserves) other than Consolidated Indebtedness, capital stock and surplus, all determined on a consolidated basis in accordance with generally accepted accounting principles.

Intercompany Transfer -- any sale, lease, transfer or other disposition of assets from a Subsidiary to the Company or another Subsidiary.

ARTICLE II GENERAL PROVISIONS

SECTION 2.01. In addition to the rights and remedies provided to bondholders generally under the Indenture, and the additional rights and remedies provided to

the holders of the Series Z and Series AA Bonds under the Twenty-Seventh Supplemental Indenture, if the Company shall breach or default in any covenant, stipulation, promise, or agreement herein contained; then the original holders of the Bonds of Series Z or Series AA then holding any Bonds of either of said Series and the holders of not less than a majority in principal amount then outstanding of each of Series Z and Series AA Bonds, by notice in writing delivered to the Company and the Trustee, may declare the principal of all Bonds of Series Z and Series AA then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall become due pursuant to this Section 2.01 and shall thereupon be immediately due and payable. The exercise of the right set forth in the immediately preceding sentence shall not, except as required by law, affect any other rights or remedies which the Trustees or any bondholder may have as a result of any breach or default referred to in such sentence.

SECTION 2.02. (A) Waiver of Right of Acceleration. The holders of not less than 66-2/3% in aggregate principal amount then outstanding of the Bonds of each of Series Z and Series AA may, by written instrument delivered to the Company, waive, on behalf of all holders of each of said Series, the right to make a declaration pursuant to Section 2.01 with respect to any past breach or default giving rise to such right. Such waiver shall not extend to or affect any subsequent breach or default referred to in Section 2.01 or impair any rights consequent thereon and shall not, except as required by law, affect any other rights which the Trustees or any bondholder may have as a result of any such breach or default.

(B) Annulment of Acceleration. If a declaration is made pursuant to Section 2.01 by the holders of the Bonds of Series Z or Series AA, then and in every such case, the holders of not less than 75% in aggregate principal amount then outstanding of each of said Series may, by written instrument delivered to the Company and the Trustees, rescind and annul such declaration, and the consequences thereof under Section 2.01, provided that at the time such declaration is annulled and rescinded:

(a) no judgment or decree has been entered for the payment of any monies due pursuant to the Bonds of Series Z or Series AA, the Twenty-Seventh Supplement Indenture or this Twenty-Eighth Supplemental Indenture; and

(b) all arrears of interest upon all the Bonds of Series Z and Series AA and all other sums payable under said Bonds, the Twenty-Seventh Supplemental Indenture and this Twenty-Eighth Supplemental Indenture (except any principal or interest on said Bonds which has become due and payable by reason of such declaration under Section 2.01), shall have been duly paid;

and provided further that no such rescission and annulment shall extend to or affect any subsequent breach or default or impair any right consequent thereon.

SECTION 2.03 Execution, Terms, Etc. This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture and shall form a part thereof and, except as modified and altered by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth, Nineteenth, Twentieth, Twenty-First, Twenty-Second, Twenty-Third, Twenty-Fourth, Twenty-Fifth, Twenty-Sixth and Twenty-Seventh Supplemental Indentures and this Twenty-Eighth Supplemental Indenture, the Original Indenture is hereby confirmed.

All terms used in this Twenty-Eighth Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture, as amended, except terms which may be otherwise expressly defined herein and in cases where the context clearly indicates otherwise.

In order to facilitate the filing of this Twenty-Eighth Supplemental Indenture, the same may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall be deemed to be one and the same instrument.

SECTION 2.04 Application of General Provisions of Original Indenture. The provisions of general application in the Original Indenture, as amended, shall, subject only to any express provision of this Twenty-Eighth Supplemental Indenture of a contrary effect, be applicable hereto.

SECTION 2.05 Trust Indenture Act of 1939. Nothing herein contained shall be deemed or construed to authorize or permit any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustees, to the Company, or to the Bondholders under any provision of the Mortgage or of the bonds issued thereunder which would be in conflict with the Trust Indenture Act of 1939 as now in effect. If and to the extent any provision of this

Twenty-Eighth Supplemental Indenture limits, qualifies or conflicts with any provision of the Mortgage required to be included therein by any of Sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

SECTION 2.06 Accounting Principles. Where the character or amount of any assets or liability or item of income or expense is required to be determined or any consolidation or other accounting computation is required to be made for the purpose of this Twenty-Eighth Supplemental Indenture, this shall, where applicable, be done in accordance with generally accepted accounting principles at the time in effect, to the extent applicable, except where such principles are inconsistent with the requirements of this Twenty-Eighth Supplemental Indenture.

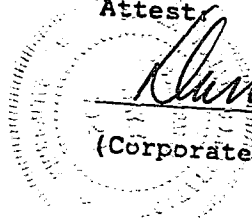
SECTION 2.07 Recitals. All recitals herein are made by the Company only and not by the Trustees and none of the provisions hereof shall be so construed as to change or modify any of the rights, immunities or obligations of the Trustees without their written assent thereto.

SECTION 2.08 Dating. Although this Twenty-Eighth Supplemental Indenture is dated for convenience and for the purpose of reference as of May 1, 1985, the actual date or dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgements hereto attached.

IN WITNESS WHEREOF, CP NATIONAL CORPORATION has caused this Twenty-Eighth Supplemental Indenture to be signed in its corporate name, by its President, or a Vice President, and its corporate seal to be hereunto affixed, and attested by its Treasurer or its Secretary or an Assistant Secretary, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, in token of its acceptance of the trusts hereby created, has caused this Indenture to be signed in its corporate name by its President or a Vice President or a Trust Officer and an Assistant Trust Officer and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant

Secretary, and J. H. BEAVER, in token of his acceptance of the trusts hereby created has hereunto set his hand and seal, all as of the date and year first hereinabove written.

Attest:


Clarence E. E. E. E.
 (Corporate Seal)

CP NATIONAL CORPORATION

By

[Signature]

Attest:

Gustavo Torres
 (Corporate Seal)

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By

[Signature]
[Signature]
 J. H. Beaver

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO


)
) ss.
)

On this 31st day of May, in the year 1985, before me, Shivaun Miller, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared MARVIN S. LITT, known to me to be the Vice President of CP National Corporation, one of the corporations that executed the within instrument, and DARREN GOEBELS known to me to be the Assistant Secretary of said corporation, and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.



(Notarial Seal)



Notary Public
in and for the State of California
My commission expires _____.

11899

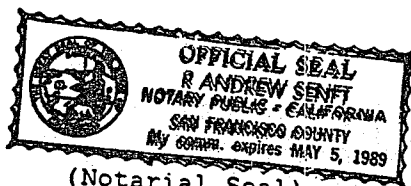
STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

) ss.
)

On this 15 day of ^{July} ~~May~~, in the year 1985, before me, R. Andrew Senft, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared FRANK P. SULZBERGER, known to me to be the Trust Officer and GUSTAVO TORRES known to me to be Assistant Secretary of Bank of America National Trust and Savings Association, one of the corporations that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.



(Notarial Seal)

R. Andrew Senft
Notary Public
in and for the State of California
My commission expires 5/5/89.

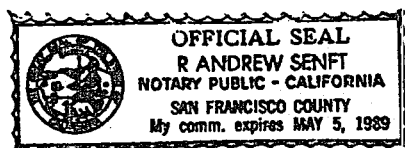
STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

) ss.
)

On this 15 ^{July} day of May, in the year 1985, before me, R. Andrew Senft, a Notary Public in and for the State of California, residing therein, duly commissioned and sworn, personally appeared J. H. BEAVER, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.



(Notarial Seal)

R. Andrew Senft
Notary Public
in and for the State of California
My commission expires 5/5/89.

EXHIBIT A

1. The sale of the Company's resale and shared tenant services assets to American Network, Inc.
2. The exchange of the shares of two subsidiaries of the Company having a 25% equity interest in the Compath National partnership for the common stock of Telecom Plus International, Inc.
3. The sale of the Company's water utility property to the City of Susanville, State of California.
4. The sale of the Company's electric utility distribution and transaction system in the Searchlight, Nevada, area to Nevada Power Company.
5. The sale of substantially all of the assets of Communications Processing Group, Inc., a wholly-owned subsidiary of the company, to Communications Group, Inc.
6. The sale of the Company's Tuscarora-North Fork, Nevada, telephone exchange to Rural Telephone Company.
7. The sale of the Company's microwave system located in the San Francisco Bay area owned by a subsidiary to Wang Communications, Inc.

Ret: Robert L. Glostein
 Orrick, Herrington & Sutcliffe
 600 Montgomery Street
 San Francisco, Calif 94111

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 29th day
 of July A.D., 19 85 at 1:52 o'clock P M., and duly recorded in Vol. M85
 of Mortgages on Page 11885

FEE

\$69.00

Evelyn Biehn
 By _____

County Clerk

Ram Smith