

books, documents, contracts, stocks, bonds and securities of other companies, and all patents or rights, under patents or under any or all contracts or agreements respecting patents or processes connected with or in any way relating to the generating, producing, manufacturing, measuring, delivering, distributing, transferring or supplying of electricity, gas or steam heating power or other purposes of the company, and chattels and personal and real estate of every description (except such as have been heretofore stated to be reserved herefrom) however acquired, and whether in the possession of or belonging to or hereafter in any way acquired, owned or possessed by the company and used and enjoyed by it, together with all/ and singular the buildings, tenements, hereditaments and appurtenances belonging, or in any way appertaining to the aforesaid property or any part thereof, and the reversions, remainders, incomes, rents, issues, and profits thereof, and also all the estate, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the Company, of, in and to the said premises and property with the appurtenances, and each and every part and parcel thereof.

To Have and To Hold said premises, property, appurtenances, incomes, rights, privileges, licenses and franchises unto the said The American Exchange National Bank and William P. Malburn, their successors and assigns forever.

In Trust, Nevertheless, for the equal pro rata benefit and security of all and every persons, corporations who or which may be or become the holders of any of the said bonds or the coupons issued and to be issued under and secured by this indenture, without any preference or priority of one bond over another, or others, by reason of priority in the time of issue, negotiation and/or maturity thereof or otherwise (it being the intention of this indenture that the bonds of some of the series issued hereunder may have dates, maturities, interest rates and other provisions different from the bonds of other series issued hereunder), so that each and all of said bonds issued and to be issued shall have the same right, lien and privilege under and by virtue of this indenture and shall be equally and ratably secured hereby with the like effect as though they had all been made, executed, delivered and negotiated simultaneously with the delivery hereof and for the same consideration it being intended that the lien and security hereby created of all of the bonds shall take effect from the date of the execution and delivery hereof, whether all of the bonds shall be actually sold and deposited of and issued at such date or at some later date, and that the lien and security of this indenture shall take effect from the date of the execution and delivery hereof as though all of said bonds were actually sold and delivered to and in the hands of innocent holders for value upon such day, and shall in no manner be altered, impaired or prejudiced by the creation of subsequent deeds or mortgage by the company, its successors or assigns, or by judgments or liens in any form in favor of creditors of the company, whether said bonds shall have been issued or not.

And This Indenture, Witnesseth, and it is hereby declared, that the further trusts, uses, purposes, agreements and conditions upon which the real estate, lands, premises and appurtenances, and all the property, real, personal and mixed aforesaid, and the franchises, liens, easements, rights powers, privileges and immunities aforesaid, are conveyed to and are to be had, held and disposed of by the Trustees, and subject to which agreements and conditions all bonds secured by this indenture are to be issued and to be received and held by each and every person, partnership, firm and corporation, who or which shall be or become holders of any of such bonds, are as follows, to-wit:

ARTICLE I.

FORM, EXECUTION, DELIVERY, REGISTRY AND EXCHANGE OF BONDS.

Section 1. From time to time the bonds issuable hereunder shall be signed and sealed on behalf of the Company, and delivered to the Corporate Trustee for authentication by it, and thereupon as provided in Article II hereof, and not otherwise, said Corporate Trustee shall authenticate and deliver the same. Only such bonds as shall bear endorsed thereon a certificate substantially in the form heretofore recited, and executed on behalf of the Corporate Trustee by its president, a vice president or other duly authorized officer or agent, shall be secured by this indenture or entitled to any lien, right or benefit hereunder; and such authentication by said Corporate trustee upon any such bond executed on behalf of the company shall be conclusive evidence and the only evidence that the bond so authenticated has been duly issued hereunder and that the holder thereof is entitled to the benefit of the trusts hereby created. Before authenticating or delivering any coupon bond, all coupons then matured shall be detached and canceled, and, on written demand delivered to Company.

Section 2. Both this indenture and the bonds shall be executed under the seal of the Company by the President (or a Vice President) and attested by the Secretary (or an Assistant Secretary) of the Company (it not being necessary for the same officer or officers to execute all of said bonds); and in case the officers of the Company who shall have signed and sealed any of the bonds shall cease to be officers of the Company before the bonds so signed and sealed shall have been actually authenticated and delivered by the Corporate Trustee, such bonds may nevertheless be adopted by the Company and be issued, authenticated and delivered as though the persons who signed and sealed such bonds had not ceased to be officers of the Company; and also any bond may be signed and sealed on behalf of the Company by such persons as at the actual date of the execution of the bond shall be the proper officers of the Company, although at the time of the date of the bond such persons may not have been officers of the Company. The coupons to be attached to the coupon bonds shall be authenticated by the facsimile signature of the present Treasurer or any future treasurer of the Company, and the Company may adopt and use for that purpose the facsimile signature of any person who shall have been such Treasurer notwithstanding the fact that he may have ceased to be such Treasurer at the time when such bonds shall be