

After Recording Return to:

Perkins Coie LLP
10885 NE 4th Street, Suite 700
Bellevue, WA 98004-5579
Attention: R. Gerard Lutz, Esq.

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|--|
| Document Title(s) (or transactions contained therein): Indenture of Mortgage – Electric (Electric Mortgage) Skagit County, Washington |
| Reference Number(s) of Documents assigned or released: |
| Grantor (Mortgagor): Puget Sound Energy, Inc. |
| Grantee (Mortgagee): U.S. Bank Trust Company, National Association, Trustee |
| Legal Description (abbreviated: i.e., lot, block, plat or section, township, range) (69.8300 ac) TCO 29-470 CF-75: SW1/4 & SW1/4 SE1/4, SECTION 28, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. - See Exhibit A for complete listing of fee parcels located in Skagit County, WA See page Exhibit A - 1 of document for full legal description. |
| Assessor's Property Tax Parcel/Account Numbers P111036 – See Exhibit A for complete listing of fee APNs. Note: Exhibit B includes known APNs encumbered by Grantor's easement interests in Skagit County, WA |

**INDENTURE OF MORTGAGE - ELECTRIC
(ELECTRIC MORTGAGE)**

Skagit County, Washington

Dated as of November 13, 2025

This is a Security Agreement as well as a
Mortgage of Real Estate and Other Property

**PUGET SOUND ENERGY, INC.,
ISSUER (MORTGAGOR)**

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
TRUSTEE (MORTGAGEE)**

THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS

PUGET SOUND ENERGY, INC.

Reconciliation and Tie between Trust Indenture Act of 1939 and Indenture of Mortgage - Electric, dated as of November 13, 2025.

| Trust Indenture Act Section | Indenture Section(s) |
|------------------------------------|--|
| Section 310 (a)(1) | 11.09 |
| (a)(2) | 11.09 |
| (a)(3) | 11.15(ii) |
| (a)(4) | Not Applicable |
| (b) | 11.08, 11.10, 11.11 |
| Section 311 (a) | 11.14 |
| (b) | Not Applicable |
| Section 312 (a) | 12.01 |
| (b) | 12.01 |
| (c) | 12.01 |
| Section 313 (a) | 12.02 |
| (b) | 12.02 |
| (c) | 12.02 |
| (d) | 12.02 |
| Section 314 (a) | 12.02 |
| (b) | 7.08 |
| (c)(1) | 1.04 |
| (c)(2) | 1.04 |
| (c)(3) | 1.05 |
| (d) | 5.02(b), 7.07(b), 8.03(c), 8.04(c), 8.05(b), 8.08 |
| (e) | 1.04 |
| Section 315 (a) | 11.01, 11.03 |
| (b) | 11.02 |
| (c) | 11.01 |
| (d) | 11.01 |
| (e) | 10.18 |
| Section 316 (a) | 10.16 |
| (a)(1)(A) | 10.16 |
| (a)(1)(B) | 10.17 |
| (a)(2) | Not Applicable |
| (b) | 10.12 |
| Section 317 (a)(1) | 10.06 |
| (a)(2) | 10.09 |
| (b) | 7.03 |
| Section 318 (a) | 1.09 |

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INDENTURE OF MORTGAGE - ELECTRIC (this “**Indenture**”), dated as of November 13, 2025, between **PUGET SOUND ENERGY, INC.**, a corporation duly organized and existing under the laws of the State of Washington (the “**Company**”), as Mortgagor, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association organized under the laws of the United States of America, as Trustee and Mortgagee (the “**Trustee**”).

RECITALS OF THE COMPANY

The Company has duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of its Bonds (as hereinafter defined) to be issued in one or more series or Tranches (as hereinafter defined) as contemplated herein, and, from and after the Lien Effective Date (as hereinafter defined), to provide security for the payment of the principal of and premium, if any, and interest, if any, on the Bonds.

From and after the Lien Effective Date, the Bonds will be secured by a lien on and security interest in the Mortgaged Property (as hereinafter defined) to the extent provided herein.

All acts necessary to make this Indenture a valid agreement of the Company, in accordance with its terms, have been performed. For all purposes of this Indenture, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms used herein shall have the meanings assigned to them in Article I of this Indenture.

GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that, in consideration of the premises and of the purchase of the Bonds by the Holders thereof, and in order to secure the payment of the principal of and premium, if any, and interest, if any, on all Bonds from time to time Outstanding and the performance of the covenants therein and herein contained, and to declare the terms and conditions on which such Bonds are secured, the Company hereby grants, bargains, sells, conveys, assigns, transfers, mortgages, pledges, sets over and confirms to the Trustee, with power of sale, and grants to the Trustee a security interest in and lien on, the following, (subject, however, to the terms and conditions set forth in this Indenture), with such security interest and lien to become effective on the Lien Effective Date:

GRANTING CLAUSE FIRST

All right, title and interest of the Company, as of the Execution Date (as hereinafter defined), in and to all of the Company’s tangible electric utility property, real, personal and mixed, wherever located, used or intended to be used in or in connection with the Electric Utility Business (whether or not such use is the sole use of such property), including without limitation all right, title and interest of the Company in and to the following property so located (other than Excepted Property (as hereinafter defined)): (a) all real property owned in fee and appurtenant interests in such real property, including the property specifically described or referred to in Exhibit A attached hereto and incorporated herein by this reference; (b) all easements (including those specifically described or referred to in Exhibit B attached hereto and incorporated herein by this reference), licenses and permits to use the real property of others, franchises to use public roads, streets and other public properties, rights of way and other rights or interests relating to the occupancy or use of real property; (c) all facilities, machinery, equipment, fixtures, licenses, permits, leases (including those specifically described or referred to in Exhibit C attached hereto and incorporated herein by this reference), joint ventures and interests in general or limited partnerships related to the generation, storage, transmission and distribution of electric energy including, but not limited to, all plants, hydro facilities, wind and solar facilities, hydrogen-powered facilities, small modular and other nuclear reactors, batteries and battery energy storage systems, electric vehicle charging stations and related equipment, switchyards, towers, substations, transformers, poles, lines, cables, conduits, ducts, conductors, meters, regulators and all other property used or to be used for any or all of such purposes; (d) all buildings, offices, warehouses, structures or leases related thereto in addition to those referred to or otherwise included in clauses (a) and (c) above; (e) all computers, servers, data processing, data storage, data transmission and/or telecommunications facilities, equipment and apparatus; (f) all of the foregoing property in the process of construction; and (g)

notwithstanding any Federal Energy Regulatory Commission, Washington Utilities and Transportation Commission, or other accounting rules, all betterments, improvements and additions to any property described in Granting Clause First through Granting Clause Sixth of this Indenture;

GRANTING CLAUSE SECOND

All right, title and interest of the Company in, to and under all property, real, personal and mixed (other than Excepted Property), wherever located, which may be hereafter acquired by the Company, it being the intention of the Company that all such property acquired by the Company after the Execution Date shall be as fully embraced within and subjected to the lien hereof as if such property were owned by the Company as of the Execution Date;

GRANTING CLAUSE THIRD

All right, title and interest of the Company in, to and under any Excepted Property, which may, from time to time after the Execution Date, by delivery or by an instrument supplemental to this Indenture, be subjected to the lien hereof by the Company, the Trustee being hereby authorized to receive the same at any time as additional security hereunder; it being understood that any such subjection to the lien hereof of any Excepted Property as additional security may be made subject to such reservations, limitations or conditions respecting the use and disposition of such property or the proceeds thereof as shall be set forth in such instrument;

GRANTING CLAUSE FOURTH

All right, title and interest of the Company, whether now owned or hereafter acquired, in, to and under (i) all goods (as such term is defined in the Uniform Commercial Code as in effect on the date hereof) wherever located, and (ii) all money, deposit accounts, instruments, investment property (as such terms are defined in the Uniform Commercial Code as in effect on the date hereof) and other property paid or delivered to, deposited with, or held by the Trustee (in its capacity as trustee) hereunder;

GRANTING CLAUSE FIFTH

All right, title and interest, whether now owned or hereafter acquired, of the Company in, to and under the rents, issues, profits, revenues and other income and proceeds of the property expressly subjected or expressly required to be subjected to the lien of this Indenture, and all the estate, right, title and interest of every nature whatsoever of the Company in and to the same and every part thereof, and all other property of whatever kind and nature expressly subjected to the lien of this Indenture or stated to constitute Mortgaged Property by any of the terms and provisions hereof; and

GRANTING CLAUSE SIXTH

All proceeds (as such term is defined in the Uniform Commercial Code as in effect on the date hereof) of the foregoing.

EXCEPTED PROPERTY

Expressly excepting and excluding, however, from the lien of this Indenture all right, title and interest of the Company in, to or under the following property (other than such property as is described in Granting Clause Third and Granting Clause Fifth of this Indenture), whether now owned or hereafter acquired (the “**Excepted Property**”):

(a) all assets subject to (i) the lien of the Gas Mortgage or (ii) any lien or interest in favor of a Governmental Authority or Person granted in connection with indebtedness, grants, or other assistance provided by or guaranteed by a Governmental Authority, including, but not limited to, the U.S. Department of Energy Title 17 loan program (42 U.S.C. §§ 16511-16517) or any successor provisions or other similar programs promulgated under federal, state, municipal or other law (each, a “**Government Interest**” and collectively, “**Government Interests**”);

(b) all money, investment property, securities and deposit accounts (as such terms are defined in the Uniform Commercial Code as in effect on the date hereof), and all cash on hand or on deposit in banks or other financial institutions, digital assets, cryptocurrencies, shares of stock, interests in limited liability companies, bonds, notes, other evidences of indebtedness and other securities, commodity accounts and policies of insurance on the lives of officers and directors of the Company, of whatever kind and nature, in each case to the extent not hereafter paid or delivered to, deposited with, or held by the Trustee hereunder;

(c) all accounts, chattel paper, commercial tort claims, documents, general intangibles, instruments, letter-of-credit rights and letters of credit (as such terms are defined in the Uniform Commercial Code as in effect on the date hereof), other than those specifically described in clause (b) of Granting Clause First and in Granting Clause Fourth of this Indenture; and all contracts, operating agreements and other agreements of whatever kind and nature; all contract rights, bills and notes (except to the extent that any of the same constitute securities or investment property, in which case they are separately excepted from the lien of this Indenture under clause (b) above); all unassignable licenses, unassignable permits and other unassignable operating rights; all revenues, income and earnings, all accounts receivable, rights to payment and unbilled revenues, all rents, tolls, issues, product and profits, claims, credits, demands and judgments, including any rights in or to rates, revenue components, charges, tariffs or amounts arising therefrom, or in any amounts that are accrued and recorded in a regulatory account for collections by the Company; all governmental and other licenses, permits, franchises, consents and allowances, including all emission allowances and greenhouse gas allowances (or similar rights) created under any similar existing or future law relating to abatement or control of pollution of the atmosphere, water or soil, other than those specifically described in clause (b) of Granting Clause First of this Indenture; and all patents, patent licenses and other patent rights, patent applications, trade names, trademarks, copyrights and other intellectual property, including computer software and software licenses; and all claims, credits, choses in action and other intangible property;

(d) all automobiles, buses, trucks, truck cranes, tractors, trailers, motor vehicles and similar vehicles and movable equipment; all rolling stock, rail cars and other railroad equipment; all vessels, boats, barges and other marine equipment; all airplanes, helicopters, aircraft engines and other flight equipment; and all parts, accessories and supplies used in connection with any of the foregoing;

(e) all goods, stock in trade, wares, merchandise and inventory held for the purpose of sale or lease in the ordinary course of business; all materials, supplies, inventory and other items of personal property which are consumable (otherwise than by ordinary wear and tear) in their use in the operation of the Mortgaged Property; all fuel, whether or not any such fuel is in a form consumable in the operation of the Mortgaged Property, including separate components of any fuel in the forms in which such components exist at any time before, during or after the period of the use thereof as fuel; all hand and other portable tools and equipment; all furniture and furnishings; and computers and other facilities, equipment and apparatus used primarily for administrative or clerical purposes;

(f) all personal property the perfection of a security interest in which is not governed by the Uniform Commercial Code;

(g) all as-extracted collateral (as such term is defined in the Uniform Commercial Code as in effect on the date hereof); and all coal, ore, gas, oil and other minerals and all timber, and all rights and interests in any of the foregoing, whether or not such minerals or timber shall have been mined or extracted or otherwise separated from the land; and all electric energy and capacity, gas (natural or artificial), steam, water and other products generated, produced, manufactured, purchased or otherwise acquired by the Company;

(h) all rights of the lessor and those claiming by or through interests of the lessor under a lease agreement designating the Company as lessee and all reversionary right, title and interest of such lessor (or former right, title and interest) of such lessor in and to such property installed, operated or used by the Company pursuant to and under such lease agreement, whether or not such lease agreement is intended as security, except any right, title and interest of the Company to protect its leasehold interests (e.g., lender subordination, rights of the Company to

notice of default, to cure the same and subrogation, or other reasonable rights of collateral preservation in the event of a lessor default);

(i) all property, real, personal and mixed, which subsequent to the Execution Date, has been released from the lien of this Indenture, and any improvements, extensions and additions to such properties and renewals, replacements and substitutions of or for any parts thereof;

(j) all property, real, personal and mixed, that is stated in Sections 8.10(c), 13.03 or 13.05 of this Indenture to not be subject to the lien of this Indenture;

(k) all assets colloquially known as Colstrip Generating Units 1 and 2, Colstrip Generating Units 3 and 4 and common property associated therewith; and

(l) all proceeds (as such term is defined in the Uniform Commercial Code as in effect on the date hereof) of the foregoing,

provided, however, that subject to the provisions of Section 13.03, if, at any time after the occurrence of an Event of Default, the Trustee (acting at the written direction by the Holders of at least a majority in aggregate principal amount of the Bonds then Outstanding), or any separate trustee or co-trustee appointed under Section 11.15 or any receiver appointed pursuant to Section 10.08 or otherwise, shall have entered into possession of all or substantially all the Mortgaged Property, to the extent permitted by law, all the Excepted Property described or referred to in the foregoing clauses (d) and (e) then owned or held or thereafter acquired by the Company, to the extent that the same is used in connection with, or otherwise relates or is attributable to, the Mortgaged Property, shall immediately, and, in the case of any Excepted Property described or referred to in clause (h), to the extent that the same is used in connection with, or otherwise relates or is attributable to, the Mortgaged Property, upon demand of the Trustee or such other trustee or receiver, become subject to the lien of this Indenture, junior and subordinate to any Liens at that time existing on such Excepted Property, and the Trustee or such other trustee or receiver may, to the extent not prohibited by law or by the terms of any such other Lien (and subject to the rights of the holders of all such other Liens), at the same time likewise take possession thereof; provided, however, that none of the Excepted Property described or referred to in the foregoing clauses (d), (e) and (h) shall become subject to the lien of this Indenture upon the occurrence of an Event of Default, if such Excepted Property is (x) subject to an existing agreement that prohibits the imposition of further Liens on such Excepted Property or (y) subject to an existing agreement providing for the sale or other disposition of such Excepted Property; provided, further, that whenever all Events of Default shall have been cured and the possession of all or substantially all of the Mortgaged Property shall have been restored to the Company, such Excepted Property shall again be excepted and excluded from the lien hereof to the extent set forth above; it being understood that the Company may, however, pursuant to Granting Clause Third, subject any Excepted Property to the lien of this Indenture whereupon the same shall cease to be Excepted Property;

For the avoidance of doubt, Excepted Property includes all intangible property, regulatory assets and related rights of the Company or any of its subsidiaries relating to any special utility tariff or similar revenue stream authorized by a financing order issued by a state utility commission to recover costs such as the costs of, or related to, removal, restoration, repair or early retirement of any plant (or portion thereof) and other assets, excess fuel costs, other unforeseen or extraordinary costs as a result of a natural disaster or stranded asset costs, or costs associated with the issuance and servicing of securitization bonds or other similar debt securities, and all of the Company's or such subsidiary's rights, title and interest in any such special utility tariff or similar revenue stream or financing order relating thereto.

TO HAVE AND TO HOLD all such property, real, personal and mixed, unto the Trustee, its successors in trust and their assigns forever (and this Indenture is both a real property mortgage and a "security agreement" within the meaning of Article 9 of the Uniform Commercial Code);

SUBJECT, HOWEVER, to Permitted Liens; and

IN TRUST, NEVERTHELESS, for the equal and ratable benefit and security of the Holders from time to time of all Outstanding Bonds without any priority of any such Bond over any other such Bond;

PROVIDED, HOWEVER, that the right, title and interest of the Trustee in and to the Mortgaged Property shall cease, terminate and become void in accordance with, and subject to the conditions set forth in, Article VIII or Article IX hereof, and if, thereafter, the principal of and premium, if any, and interest, if any, on the Bonds shall have been paid to the Holders thereof, or shall have been paid to the Company pursuant to Section 7.03 hereof or to the appropriate Governmental Authority pursuant to applicable law after the Maturity thereof, then and in that case this Indenture shall terminate, and the Trustee shall execute and deliver to the Company such instruments as the Company shall require to evidence such termination; otherwise this Indenture, and the estate and rights hereby granted, shall be and remain in full force and effect;

IT IS HEREBY COVENANTED AND AGREED by and between the Company and the Trustee that all the Bonds are to be authenticated and delivered, and that the Mortgaged Property is to be held, subject to the further covenants, conditions and trusts hereinafter set forth, and the Company hereby covenants and agrees to and with the Trustee, for the equal and ratable benefit of all Holders of the Bonds, as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

SECTION 1.01. GENERAL DEFINITIONS.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (a) the terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular;
- (b) reference to any gender shall include all other genders;
- (c) all terms used herein without definition which are defined in the Trust Indenture Act as in effect on the date hereof, either directly or by reference therein, have the meanings assigned to them therein;
- (d) all terms used herein without definition which are defined in the Uniform Commercial Code as in effect on the date hereof shall have the meanings assigned to them therein;
- (e) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles in the United States; and, except as otherwise herein expressly provided, the term “generally accepted accounting principles” with respect to any computation required or permitted hereunder shall mean such accounting principles as are generally accepted in the United States at the date of such computation or, at the election of the Company from time to time, at the Execution Date; provided, however, that in determining generally accepted accounting principles applicable to the Company, effect shall be given, to the extent required, to any order, rule or regulation of any administrative agency, regulatory authority or other governmental body having jurisdiction over the Company;
- (f) any reference to an “Article”, a “Section” or any other subdivision refers to an Article, a Section or other subdivision, as the case may be, of this Indenture; and
- (g) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

“**Accountant**” means a Person engaged in the accounting profession or otherwise qualified to pass on accounting matters (including, but not limited to, a Person certified or licensed as a public accountant, whether or not then engaged in the public accounting profession), which Person,

unless required under the terms hereof to be Independent, may be an employee, an Affiliate or an employee of an Affiliate of the Company.

“Acquired Facility” means any property which, within six (6) months prior to the date of its acquisition by the Company, has been used or operated by a Person or Persons other than the Company in a business similar to that in which such property has been or is to be used or operated by the Company.

“Act”, when used with respect to any Holder of a Bond, has the meaning specified in Section 1.06.

“Adjusted Funded Property Basis” means, with respect to any Funded Property (including any Property Additions which have become Funded Property under the terms of this Indenture), the Funded Property Basis of such Funded Property after making deductions therefrom and additions thereto as contemplated by Section 1.03(b).

“Adjusted Property Additions Basis” means, with respect to any Property Additions which constitute Unfunded Property, the Property Additions Basis of such Property Additions after making deductions therefrom and additions thereto as contemplated by Section 1.03(b).

“Affiliate” of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, **“control”** when used with respect to any specified Person means the power to direct generally the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms **“controlling”** and **“controlled”** have meanings correlative to the foregoing.

“Attributable Debt” in respect of a sale and leaseback transaction means, at the time of determination, the present value of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction, including any period for which such lease has been extended or may, at the option of the lessor, be extended. Such present value shall be calculated using a discount rate equal to the rate of interest implicit in such transaction, determined in accordance with generally accepted accounting principles.

“Authenticating Agent” means any Person or Persons (other than the Company or an Affiliate of the Company) authorized by the Trustee to act on behalf of the Trustee to authenticate the Bonds of one or more series.

“Authorized Officer” means the President, the Chief Executive Officer, the Chief Financial Officer, the Principal Accounting Officer, the Vice President of Finance, the Treasurer, an Assistant Treasurer, the Controller, the Corporate Secretary or an Assistant Corporate Secretary or any other person duly authorized by the Board of Directors to act as an Authorized Officer.

“Authorized Publication” means a newspaper or financial journal of general circulation, printed in the English language and customarily published on each Business Day, whether or not published on Saturdays, Sundays or holidays; or, in the alternative, shall mean such form of communication as may have come into general use for the dissemination of information of import similar to that of the information specified to be published by the provisions hereof. In the event that successive weekly publications in an Authorized Publication are required hereunder they may be made (unless otherwise expressly provided herein) on the same or different days of the week and in the same or in different Authorized Publications. In case, by reason of the suspension of publication of any Authorized Publication, or by reason of any other cause, it shall be impractical without unreasonable expense to make publication of any notice in an Authorized Publication as required by this Indenture, then such method of publication or notification as shall be made with the approval of the Trustee shall be deemed the equivalent of the required publication of such notice in an Authorized Publication.

“Authorized Purposes” means the authentication and delivery of Bonds, the release of property and/or the withdrawal of cash under any of the provisions of this Indenture.

“Board of Directors” means the board of directors of the Company, any committee thereof duly authorized to act in respect of matters relating to this Indenture or any other body fulfilling the function of a board of directors of a corporation authorized to act in respect of matters relating to this Indenture.

“Board Resolution” means a copy of a resolution certified by the Corporate Secretary or an Assistant Corporate Secretary of the Company that has been duly adopted by the Board of Directors, that is in full force and effect on the date of such certification and that has been delivered to the Trustee.

“Bond Register” and **“Bond Registrar”** have the respective meanings specified in Section 3.05.

“Bonds” means any securities, including any bonds, notes and other evidences of indebtedness, authenticated and delivered under this Indenture.

“Business Day” means any day, other than a Saturday or Sunday, which is not a day on which banking institutions or trust companies in (i) any Place of Payment or other location specified in the Bonds or this Indenture or (ii) the location of the Company’s principal place of business or the Corporate Trust Office of the Trustee, are generally authorized or required by law, regulation or executive order to remain closed, except as may be otherwise specified as contemplated by Section 3.01.

“Cash Deposit Amount” has the meaning specified in (i) Section 8.03, when used in Section 8.03, or (ii) Section 8.05, when used in Section 8.05.

“Cash Deposit Credit Items” has the meaning specified in Section 8.03.

“Commission” means the Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act or, if at any time after the Execution Date such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body, if any, performing such duties at such time.

“Company” means the Person named as the “Company” in the first paragraph of this Indenture until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Company” shall mean such successor Person.

“Company Order” or **“Company Request”** means, respectively, a written order or request, as the case may be, signed in the name of the Company by an Authorized Officer and delivered to the Trustee.

“Corporate Trust Office” means the designated office of the Trustee, at which at any particular time its corporate trust business shall be administered, which office, at the Execution Date, is located at U.S. Bank Trust Company, National Association, 100 Wall Street, Suite 600, New York, NY 10005, Attention: Puget Sound Energy Corporate Trust Administrator, or such other address as the Trustee may designate from time to time by notice to the Holders and the Company.

“Corporation” means a corporation, partnership, limited liability company, association, company, joint stock company or business trust, and references to “corporate” and other derivations of “corporation” herein shall be deemed to include appropriate derivations of such entities.

“Cost” has the meaning specified in Section 1.03.

“CPI Index” means the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, U.S. City Average, “All Items” (1982-84 = 100), or any successor index thereof as such successor index may be appropriately adjusted to establish substantial equivalence with the Consumer Price Index; provided that if the Consumer Price Index

ceases to be published and there is no successor thereto, such other index as the Company shall designate in writing to the Trustee shall be substituted for the Consumer Price Index.

“Debt” means any debt of the Company for money borrowed and guarantees by the Company of debt for money borrowed but in each case excluding liabilities in respect of Lease Obligations, Swap Agreements or other excluded assets.

“Default” means any event that with the passage of time or the giving of notice or both would be an Event of Default.

“Defaulted Interest” has the meaning specified in Section 3.07.

“De Minimis Amount” means, as of the calculation date, an amount which is less than the greater of (i) Twenty-Five Thousand Dollars (\$25,000) or (ii) one percent (1%) of the aggregate principal amount of the Bonds Outstanding at the time of calculation.

“Depository” means, with respect to the Bonds of any series, or Tranche thereof, issuable or issued in whole or in part in the form of one or more Global Bonds, the Person designated as Depository by the Company pursuant to Sections 3.01(q) and 3.14 until a successor Depository shall have become such pursuant to the applicable provisions of this Indenture, and, thereafter, “Depository” shall mean or include each Person who is then a Depository hereunder, and if at any time there is more than one such Person, “Depository” as used with respect to Bonds of any such series shall mean the Depository with respect to the Bonds of that series or Tranche.

“Deposited Cash” has the meaning specified in Section 5.04.

“Discount Bond” means any Bond which provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 10.02. **“Interest”** with respect to a Discount Bond means interest, if any, borne by such Bond at a Stated Interest Rate.

“Dollar” or **“\$”** means a dollar or other equivalent unit in such coin or currency of the United States as at the time shall be legal tender for the payment of public and private debts.

“Electric Utility Business” means the business of generating, purchasing, storing, transmitting, distributing and/or selling electric energy.

“Eligible Obligations” means:

- (a) with respect to Bonds denominated in Dollars, Government Obligations; or
- (b) with respect to Bonds denominated in a currency other than Dollars or in a composite currency, such other obligations or instruments as shall be specified with respect to such Bonds as contemplated by Section 3.01.

“Event of Default” has the meaning specified in Section 10.01.

“Excepted Property” has the meaning specified in the Granting Clauses of this Indenture.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Execution Date” means November 13, 2025.

“Expert” means a Person which is an engineer, appraiser, Accountant or other expert and which, with respect to any certificate to be signed by such Person and delivered to the Trustee, is qualified to pass upon the matters set forth in such certificate. For purposes of this definition, (a) “engineer” means a Person engaged in the engineering profession or otherwise qualified to pass upon engineering matters (including, but not limited to, a Person licensed as a professional engineer, whether or not then engaged in the engineering profession) and (b) “appraiser” means a Person engaged in the business of appraising property or otherwise qualified to pass upon the Fair Value or fair market value of property.

“Expert’s Certificate” means a certificate signed by an Authorized Officer and by one or more Experts (which Expert(s) (a) shall be selected either by the Board of Directors or by an Authorized Officer, the execution of such certificate by such Authorized Officer to be conclusive evidence of such selection, and (b) except as otherwise required under the terms hereof to be Independent, may be an employee, an Affiliate or an employee of an Affiliate of the Company duly authorized either by the Board of Directors or by an Authorized Officer) and delivered to the Trustee. The amount stated in any Expert’s Certificate as to the Cost, Fair Value or fair market value of property shall be conclusive and binding upon the Company, the Trustee and the Holders.

“Fair Value”, with respect to property, means the fair value of such property as may be determined by reference to (a) the amount which would be likely to be obtained in an arm’s-length transaction with respect to such property between an informed and willing buyer and an informed and willing seller, under no compulsion, respectively, to buy or sell, (b) the amount of investment with respect to such property which, together with a reasonable return thereon, would be likely to be recovered through ordinary business operations or otherwise, (c) Cost, accumulated depreciation, and replacement or reproduction cost with respect to such property and/or (d) any other relevant factors; provided, however, that (x) the Fair Value of property shall be determined without deduction for any Senior Liens on such property, and (y) the Fair Value to the Company of Property Additions shall not reflect any reduction relating to the fact that such Property Additions may be of less value to a Person which is not the owner or operator of the Mortgaged Property or any portion thereof than to a Person which is such owner or operator. Fair Value of any property may be determined, without physical inspection, by the use of accounting and engineering records and other data maintained by the Company (including on the basis of the Cost of such property) or otherwise available to the Expert certifying the same.

“Funded Cash” has the meaning specified in Section 1.02.

“Funded Property” has the meaning specified in Section 1.02.

“Funded Property Basis” means, with respect to any Funded Property (including any Property Additions which have become Funded Property under the terms of this Indenture), the Net Cost of such property or, if the Net Fair Value to the Company of such property at the time the same became Funded Property was certified to be an amount less than the Net Cost thereof, such Net Fair Value, as so certified, in lieu of Net Cost.

“Funded Property Retired” means, with respect to any Funded Property, (a) any such property that has been abandoned, destroyed, sold, lost through casualty or taken through the enforcement of the power of eminent domain or similar right or otherwise disposed of, transferred or released from the lien of this Indenture and (b) Miscellaneous Personalty. Such property shall thereupon cease to be Funded Property under this Indenture but, as herein provided, may at any time thereafter again become Funded Property. Notwithstanding the foregoing or anything to the contrary contained herein, neither any reduction in the Cost or book value of property recorded in the plant or other property account of the Company (other than with respect to Miscellaneous Personalty), nor the transfer of any amount appearing in such account to intangible and/or adjustment accounts, otherwise than in connection with actual retirements of physical property that has been disposed of as provided above and otherwise than in connection with the removal of such property in its entirety from the plant or property account, shall be deemed to constitute Funded Property Retired.

“Gas Mortgage” means that certain indenture of mortgage - gas, dated as of November 13, 2025, between Puget Sound Energy, Inc., a corporation duly organized and existing under the laws of the State of Washington, as mortgagor, and U.S. Bank Trust Company, National Association, a national banking association organized under the laws of the United States of America, as trustee and mortgagee, secured by a lien on Puget Sound Energy, Inc.’s assets used for the manufacture, processing, liquefaction, vaporization, storage, transportation and distribution of manufactured gas, natural gas, any liquefied gases or a mixture of any thereof.

“Global Bond” means a Bond representing all or part of a series of Bonds, or Tranche thereof, issued to the Depositary for such series or Tranche in accordance with Section 3.14, and bearing the legend prescribed in Section 3.14.

“Governmental Authority” means the government of the United States or of any state or territory thereof or of the District of Columbia or of any county, municipality or other political subdivision of any thereof, or any department, agency, authority or other instrumentality of any of the foregoing.

“Government Obligations” means securities which are (a) (i) direct obligations of the United States where the payment or payments thereunder are supported by the full faith and credit of the United States or (ii) obligations of a Person controlled or supervised by and acting as an agency or instrumentality of the United States where the timely payment or payments thereunder are unconditionally guaranteed as a full faith and credit obligation by the United States or (b) depository receipts issued by a bank (as defined in Section 3(a)(2) of the Securities Act of 1933, as amended) as custodian with respect to any such Government Obligation or a specific payment of interest on or principal of or other amount with respect to any such Government Obligation held by such custodian for the account of the holder of a depository receipt; provided, that, (except as required by law) such custodian is not authorized to make any deduction from the amount payable to the holder of such depository receipt from any amount received by the custodian in respect of the Government Obligation or the specific payment of interest on or principal of or other amount with respect to the Government Obligation evidenced by such depository receipt.

“Holder” means a Person in whose name a Bond is registered in the Bond Register.

“Indenture” means this instrument as originally executed and as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof, including, for all purposes of this instrument and any such supplemental indenture, the provisions of the Trust Indenture Act that are deemed to be a part of and govern this Indenture and any such supplemental indenture, respectively. The term “Indenture” shall also include the provisions or terms of particular series of Bonds established in any Officer’s Certificate, Board Resolution or Company Order delivered pursuant to Sections 2.01, 3.01 and 14.07.

“Independent”, when applied to any Accountant, Expert or other specified Person, means such a Person who (a) does not have any direct or indirect material financial interest in the Company or in any other obligor upon the Bonds or in any Affiliate of the Company or of such other obligor, (b) is not connected with the Company, an Affiliate of the Company or such other obligor as an officer, employee, promoter, underwriter, trustee, partner, director or any person performing similar functions and (c) is appointed or selected by the Company and reasonably acceptable to the Trustee.

“Independent Expert’s Certificate” means a certificate signed by an Independent Expert and delivered to the Trustee.

“Interest Payment Date”, when used with respect to any Bond, means the Stated Maturity of an installment of interest on such Bond.

“Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, or any successor federal statute.

“Investment Securities” means any of the following obligations or investment property on which neither the Company, any other obligor on the Bonds nor any Affiliate of either is the obligor: (a) Government Obligations; (b) interest bearing deposit accounts (which may be represented by certificates of deposit) in any national or state bank (which may include the Trustee or any Paying Agent) or savings association which has outstanding securities rated by a nationally recognized rating organization in either of the two (2) highest rating categories (without regard to modifiers) for short-term securities or in any of the three (3) highest rating categories (without regard to modifiers) for long-term securities; (c) bankers’ acceptances drawn on and accepted by any commercial bank (which may include the Trustee or any Paying Agent) which has outstanding securities rated by a nationally recognized rating organization in either of the two (2) highest rating categories (without regard to modifiers) for short-term securities or in any of the three (3) highest rating categories (without regard to modifiers) for long-term securities; (d) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, any state

or territory of the United States or the District of Columbia, or any political subdivision of any of the foregoing, which are rated by a nationally recognized rating organization in either of the two (2) highest rating categories (without regard to modifiers) for short-term securities or in any of the three (3) highest rating categories (without regard to modifiers) for long-term securities; (e) bonds or other obligations of any agency or instrumentality of the United States; (f) corporate debt securities which are rated by a nationally recognized rating organization in either of the two (2) highest rating categories (without regard to modifiers) for short-term securities or in any of the three (3) highest rating categories (without regard to modifiers) for long-term securities; (g) repurchase agreements with respect to any of the foregoing obligations or securities with any banking or financial institution (which may include the Trustee or any Paying Agent) which has outstanding securities rated by a nationally recognized rating organization in either of the two (2) highest rating categories (without regard to modifiers) for short-term securities or in any of the three (3) highest rating categories (without regard to modifiers) for long-term securities; (h) securities issued by any regulated investment company (including any investment company for which the Trustee or any Paying Agent is the advisor), as defined in Section 851 of the Internal Revenue Code or any such successor section of the Internal Revenue Code, provided that the portfolio of such investment company is limited to obligations or securities of the character and investment quality contemplated in clauses (a) through (f) above and repurchase agreements which are fully collateralized by any of such obligations or securities; and (i) any other obligations or securities which may lawfully be purchased by the Trustee in its capacity as such.

“Lease Obligation” means, at the time any determination is to be made, the amount of the liability in respect of a lease that would at that time be required to be capitalized on a balance sheet in accordance with generally accepted accounting principles.

“Lien” means any mortgage, deed of trust, pledge, security interest, encumbrance, easement, lease, reservation, restriction, servitude, charge or similar right and any other lien of any kind, including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof, and any defect, irregularity, exception or limitation in record title or, when the context so requires, any lien, claim or interest arising from any of the foregoing.

“Lien Effective Date” has the meaning specified in Section 4.01.

“Make-Up Amount” has the meaning specified in (i) Section 7.07(c)(ii)(C), when used in Section 7.07(c), or (ii) Section 8.04(c)(vii), when used in Section 8.04.

“Maturity”, when used with respect to any Bond, means the date on which the principal of such Bond or an installment of principal or any sinking fund payment becomes due and payable as provided in such Bond or in this Indenture, whether at the Stated Maturity, by declaration of acceleration, upon call for redemption or otherwise.

“Minor Loss” means a particular loss by reason of fire damage with respect to any Mortgaged Property in an amount which is less than the greater of (i) as to any loss occurring in calendar year 2025, Fifty Million Dollars (\$50,000,000); provided, that with respect to any loss occurring in any subsequent calendar year, such amount shall be increased by the same percentage increase in the CPI Index for the period commencing on January 1, 2025 and ending on January 1 of the calendar year in which such loss occurs, and (ii) three percent (3%) of the principal amount of Bonds Outstanding on the date of such particular loss.

“Miscellaneous Personalty” means all of those personal property assets that, pursuant to the Company’s then current accounting methods, are retired or removed from the Company’s plant or other property account (in the absence of actual physical abandonment, destruction, loss, sale or other disposition of such personal property assets) on the basis of the **“vintage”** or age of such personal property assets regardless of whether or not, subsequent to such retirement or removal, such personal property assets actually remain in use by the Company (referred to herein as **“vintage retirement”**). The types of personal property assets constituting “Miscellaneous Personalty” may change from time to time and will be determined solely by whether or not, under the Company’s then current accounting methods, such personal property assets are subject to vintage retirement as described above.

“Mortgaged Property” means the property described in Granting Clause First through Granting Clause Sixth of this Indenture, other than Excepted Property.

“Net Cost” means, with respect to Funded Property and Unfunded Property, as of the date of calculation thereof, the Cost of such property, less, if such property is subject to a Senior Lien, the lesser of (i) the outstanding principal amount of any Senior Lien Obligations as of the date of calculation of such Cost or (ii) the Cost of such property.

“Net Fair Value” means, with respect to Funded Property and Unfunded Property, as of the date of calculation thereof, the Fair Value of such property, less, if such property is subject to a Senior Lien, the lesser of (i) the outstanding principal amount of any Senior Lien Obligations as of the date of calculation of such Fair Value or (ii) the Fair Value of such property.

“Notice of Default” has the meaning specified in Section 10.01(c).

“Officer’s Certificate” means a certificate signed by an Authorized Officer and delivered to the Trustee.

“Opinion of Counsel” means a written opinion of counsel, who may be counsel for the Company or other counsel acceptable to the Trustee and who may be an employee, an Affiliate or an employee of an Affiliate of the Company.

“Outstanding”, when used with respect to Bonds, means, as of the date of determination, all Bonds theretofore authenticated and delivered under this Indenture, except:

- a) Bonds theretofore canceled or delivered to the Bond Registrar or the Trustee for cancellation;
- b) Bonds deemed to have been paid for all purposes of this Indenture in accordance with Section 9.01 (whether or not the Company’s indebtedness in respect thereof shall be satisfied and discharged for any other purpose); and
- c) Bonds, the principal of, premium, if any, and interest, if any, on which have been fully paid pursuant to the third paragraph of Section 3.06 or in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to this Indenture, other than any such Bonds in respect of which there shall have been presented to the Trustee proof satisfactory to it and the Company that such Bonds are held by a protected purchaser;

provided, however, that in determining whether or not the Holders of the requisite principal amount of the Bonds Outstanding under this Indenture, or the Outstanding Bonds of any series or Tranche, have given any request, demand, authorization, direction, notice, consent or waiver hereunder or whether or not a quorum is present at a meeting of Holders of Bonds,

(x) Bonds owned by the Company or any other obligor upon the Bonds or any Affiliate of the Company or of such other obligor (unless the Company, such obligor and/or such Affiliate owns all Bonds Outstanding under this Indenture, or all Outstanding Bonds of each such series and each such Tranche, as the case may be, determined without regard to this clause (x)) shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver or upon any such determination as to the presence of a quorum, only Bonds which the Trustee actually knows to be so owned shall be so disregarded; provided, however, that Bonds so owned which have been pledged in good faith may be regarded as Outstanding if it is established to the reasonable satisfaction of the Trustee that the pledgee, and not the Company, any such other obligor or Affiliate of either thereof, has the right so to act with respect to such Bonds and that the pledgee is not the Company or any other obligor upon the Bonds or any Affiliate of the Company or of such other obligor; and provided, further, that in no event shall any Bond which shall have been delivered to evidence, enhance

or secure, in whole or in part, the Company's obligations in respect of other indebtedness be deemed to be owned by the Company if the principal of such Bond is payable, whether at Stated Maturity or upon mandatory redemption, at the same time as the principal of such other indebtedness is payable, whether at Stated Maturity or upon mandatory redemption or acceleration, but only to the extent of such portion of the principal amount of such Bond as does not exceed the principal amount of such other indebtedness (and any such Bond described in this proviso may also evidence, enhance or secure, and the principal amount may include, the obligations of the Company under Swap Agreements and cash management agreements but the principal amount of any such Bond that shall be deemed to be Outstanding at any time for all purposes of this Indenture shall be the principal amount thereof that corresponds to the principal amount of the other indebtedness); and

(y) the principal amount of a Discount Bond that shall be deemed to be Outstanding for such purposes shall be the amount of the principal thereof that would be due and payable as of the date of such determination upon a declaration of acceleration of the Maturity thereof pursuant to Section 10.02; and

provided, further, that, in the case of any Bond the principal of which is payable from time to time without presentment or surrender, the principal amount of such Bond that shall be deemed to be Outstanding at any time for all purposes of this Indenture shall be the original principal amount thereof less the aggregate amount of principal thereof theretofore paid, unless otherwise specified pursuant to Section 3.01.

"Paying Agent" means any Person, including the Company, authorized by the Company to pay the principal of and premium, if any, or interest, if any, on any Bonds on behalf of the Company.

"Periodic Offering" means an offering of Bonds of a series from time to time any or all of the specific terms of which Bonds, including, without limitation, the rate or rates of interest, if any, thereon, the Stated Maturity or Maturities thereof and the redemption provisions, if any, with respect thereto, are to be determined by the Company or its agents from time to time subsequent to the initial request for the authentication and delivery of such Bonds by the Trustee, all as contemplated in Section 3.01 and Section 5.01(b).

"Permitted Liens" means, as of any particular time, any of the following:

- (a) any Lien incurred in connection with the Gas Mortgage;
- (b) to the extent the Company consolidates with, or merges into, another entity, Liens on the assets of such entity (including the proceeds thereof) in existence on the date of such consolidation or merger and securing debt of such entity, provided that such debt and Liens were not created or incurred in anticipation of such consolidation or merger and do not extend to any other Mortgaged Property of the Company in existence immediately prior to the consolidation or merger;
- (c) as to property acquired by the Company after the Execution Date, Liens existing or placed thereon at the time of the acquisition thereof (including the proceeds thereof), provided that such Liens do not extend to any other Mortgaged Property;
- (d) any Government Interest;
- (e) Liens for taxes, assessments and other governmental charges or requirements which are not delinquent or which are being contested in good faith by appropriate proceedings;
- (f) mechanics', workmen's, vendors', repairmen's, materialmen's, warehousemen's and carriers' Liens, inchoate Liens, other Liens incident to construction, Liens or privileges of any employees of the Company for salary or wages earned, but not yet payable, and other Liens, including, without limitation, Liens for workers' compensation, unemployment insurance and other social security legislation, arising in the ordinary course of business for charges or

requirements which are not delinquent or which are being contested in good faith and by appropriate proceedings;

(g) Liens in respect of attachments, judgments or awards arising out of judicial or administrative proceedings (i) in an amount not exceeding the greater of (A) Ten Million Dollars (\$10,000,000) to the extent in existence in calendar year 2025; provided, that, with respect to any such Liens in existence in any subsequent calendar year, such amount shall be increased by the percentage increase in the CPI Index for the period commencing on January 1, 2025, and ending on January 1 of the applicable calendar year and (B) five percent (5%) of the principal amount of the Bonds then Outstanding or (ii) with respect to which the Company shall (A) in good faith be prosecuting an appeal or other proceeding for review and with respect to which the Company shall have secured a stay of execution, surety and appeal bonds, indemnity, performance or other similar bonds pending such appeal or other proceeding or (B) have the right to prosecute an appeal or other proceeding for review;

(h) easements, rights-of-way, encumbrances, leases, licenses, reservations, encroachments, restrictions or other rights of others in, on, over and/or across, and laws, regulations and restrictions affecting, and defects, irregularities, exceptions and limitations in title to, the Mortgaged Property or any part thereof; provided, however, that such easements, rights-of-way, encumbrances, leases, licenses, reservations, encroachments, rights, laws, regulations, restrictions, defects, irregularities, exceptions and limitations (A) do not, in the opinion of the Company, materially impair the use by the Company of the Mortgaged Property considered as a whole for the purposes for which it is held by the Company or (B) have been insured over by a lender's policy of title insurance in favor of the Trustee, as mortgagee;

(i) defects, irregularities, exceptions and limitations in title to real property subject to rights-of-way or other similar rights in favor of the Company or used or to be used by the Company primarily for right-of-way purposes or real property held under lease, easement, license or similar right; provided, however, that (i) the Company shall have obtained from the apparent owner or owners of such real property a sufficient right, by the terms of the instrument granting such right-of-way, lease, easement, license or similar right, to the use thereof for the purposes for which the Company acquired the same, (ii) such defects, irregularities, exceptions or limitations are subordinated to the interest of the Company in such real property, (iii) the Company has power under eminent domain or similar statutes to remove such defects, irregularities, exceptions or limitations to the extent such defects, irregularities, exceptions or limitations affect the interest of the Company therein, or (iv) such defects, irregularities, exceptions and limitations may be otherwise remedied without undue effort or expense;

(j) defects, irregularities, exceptions and limitations in title due to flood lands, flooding rights, water rights, claims or title to water, ditch or ditch rights or Indian tribal codes or regulations, or Indian treaty or aboriginal rights, including easements or equitable servitudes;

(k) Liens upon real property or rights in or relating to real property for the purpose of the distribution of electricity or gas, for the purpose of telephonic, telegraphic, radio, wireless or other electronic communication or otherwise for the purpose of obtaining rights-of-way, which Liens secure or evidence indebtedness or other obligations neither created, assumed nor guaranteed by the Company nor on account of which it customarily pays interest;

(l) leases, license, or occupancy agreements existing at the Execution Date, affecting Mortgaged Properties owned by the Company at said date and renewals and extensions thereof; and leases, license, or occupancy agreements affecting such Mortgaged Properties entered into after the Execution Date or affecting Mortgaged Properties acquired by the Company after such date which, in either case, (i) have respective terms of not more than ten (10) years (including extensions or renewals at the option of the tenant) or (ii) do not materially impair the use by the Company of such properties for the respective purposes for which they are held by the Company;

(m) Liens vested in lessors, licensors, franchisors or permitors for rent or other amounts to become due or for other obligations or acts to be performed, the payment of which rent or other amounts or the performance of which other obligations or acts is required under leases, subleases, licenses, franchises or permits, so long as the payment of such rent or other amounts or the

performance of such other obligations or acts is not delinquent or is being contested in good faith and by appropriate proceedings;

(n) controls, restrictions, obligations, duties and/or other burdens imposed by federal, state, municipal or other law, or by rules, regulations or orders of Governmental Authorities upon the Mortgaged Property or any part thereof or the operation or use thereof or upon the Company with respect to the Mortgaged Property or any part thereof or the operation or use thereof or with respect to any franchise, grant, license, permit or public purpose requirement, or any rights reserved to or otherwise vested in Governmental Authorities to impose any such controls, restrictions, obligations, duties and/or other burdens;

(o) rights which Governmental Authorities may have by virtue of franchises, grants, licenses, permits or contracts, or by virtue of law, to purchase or otherwise acquire, recapture or designate a purchaser of or order the sale of the Mortgaged Property or any part thereof, to terminate franchises, grants, licenses, permits, contracts or other rights or to regulate the property and business of the Company; and any and all obligations of the Company correlative to any such rights;

(p) Liens required by law or governmental regulations (i) as a condition to the transaction of any business or the exercise of any privilege or license, (ii) to enable the Company to maintain self-insurance or to participate in any funds established to cover any insurance risks, (iii) in connection with workers' compensation, unemployment insurance, social security, any pension or welfare benefit plan or (iv) to share in the privileges or benefits required for companies participating in one or more of the arrangements described in clauses (ii) and (iii) above;

(q) Liens on the Mortgaged Property or any part thereof which are granted by the Company to secure duties or public or statutory obligations or to secure, or serve in lieu of, surety, stay, appeal, indemnity, performance or other similar bonds;

(r) rights reserved to or vested in others to take or receive any part of any coal, ore, gas, oil and other minerals, any timber and/or any electric capacity or energy, gas, water, steam and any other products, developed, produced, manufactured, generated, purchased or otherwise acquired by the Company or by others on property of the Company;

(s) (i) rights and interests of Persons other than the Company arising out of contracts, agreements and other instruments to which the Company is a party and which relate to the common ownership or joint use of property; and (ii) all Liens on the interests of Persons other than the Company in property owned or used in common by such Persons and the Company if and to the extent that the enforcement of such Liens would not adversely affect the interests of the Company in such property in any material respect;

(t) any restrictions on transfer or assignment and/or requirements of any assignee to qualify as a permitted transferee or assignee and/or a public utility or public service corporation;

(u) any Liens (A) which have been bonded over for the full amount in dispute or (B) for the payment of which other adequate security arrangements have been made;

(v) rights and interests granted pursuant to Section 8.02(c);

(w) Prepaid Liens;

(x) Purchase Money Liens on Mortgaged Property, but, with respect to Funded Property, only to the extent the Company requests the subordination of the lien of this Indenture pursuant to Section 8.11;

(y) any Liens to secure performance bids, tenders, trade contracts, performance bonds, statutory obligations, leases, government contracts;

(z) any Liens granted on air or water pollution control, sewage or solid waste disposal, or other similar facilities (other than Funded Property) of the Company in connection with the issuance of

pollution control revenue bonds or in connection with financing the cost of, or the construction, acquisition, improvement, repair or maintenance of such facilities;

(aa) any bankers' liens, rights of setoff and other similar liens existing solely with respect to cash and cash equivalents on deposit in one or more accounts maintained by the Company arising in the ordinary course of business from netting services, overdraft protection, banking services obligations and otherwise in connection with the maintenance of deposit, securities and commodities accounts;

(bb) any purported Liens evidenced by the filing of precautionary UCC financing statements relating to leases of personal property or consignments or similar arrangements entered into in the ordinary course of business;

(cc) any Liens on conservation investment assets as security for obligations incurred in financing or refinancing bondable conservation investments in accordance with the laws of the State of Washington;

(dd) any Liens securing the Company's obligations arising pursuant to that certain Contracting Party's Agreement dated December 4, 2007 entered into between the Company and Natural Gas Exchange, Inc. as amended and replaced from time to time solely to the extent the aggregate amount of all such obligations thereunder shall not exceed One Hundred Fifty Million Dollars (\$150,000,000) in the aggregate to the extent in existence in calendar year 2025, provided that with respect to any such Liens in existence in any subsequent calendar year, such amount shall be increased by the percentage increase in the CPI Index for the period commencing on January 1, 2025 and ending on January 1 of the applicable calendar year, and provided that such Liens shall apply only to property or assets of the Company of the type securing such obligations as of the date of this Indenture;

(ee) any other Liens which are in existence on the Execution Date and, with respect to Liens on Funded Property, the aggregate principal amount thereof does not exceed Fifty Million Dollars (\$50,000,000);

(ff) any other Liens of whatever nature or kind which then outstanding principal amounts do not, in the aggregate, exceed Seventy Five Million Dollars (\$75,000,000) to the extent in existence in calendar year 2025, provided that with respect to any such Liens in existence in any subsequent calendar year, such amount shall be increased by the percentage increase in the CPI Index for the period commencing on January 1, 2025 and ending on January 1 of the applicable calendar year; and

(gg) the Lien in favor of the Trustee pursuant to Section 11.07.

"Person" means any individual, corporation, limited liability partnership, joint venture, trust or unincorporated organization, or any other entity, whether or not a legal entity, or any Governmental Authority.

"Place of Payment", when used with respect to Bonds of any series, or any Tranche thereof, means the place or places, specified as contemplated by Section 3.01, at which the principal of and premium, if any, and interest, if any, on the Bonds of such series or Tranche are payable, subject, in either case, to Section 7.02.

"Pledged Securities" means securities which are made the basis for the authentication and delivery of Bonds under Section 5.02, the release of Funded Property under Section 8.03 or the withdrawal of Funded Cash pursuant to Section 5.04 or Section 8.07.

"Predecessor Bond" of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by such particular Bond; and, for the purposes of this definition, any Bond authenticated and delivered under Section 3.06 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Bond shall be deemed (to the extent lawful) to evidence the same debt as the mutilated, destroyed, lost or stolen Bond.

“Prepaid Lien” means any Lien securing indebtedness for the payment, prepayment or redemption of which there shall have been irrevocably deposited in trust with the trustee or other holder of such Lien moneys and/or investment property which (together with the interest reasonably expected to be earned from the investment and reinvestment in investment property of the moneys and/or the principal of and interest on the investment property so deposited) shall be sufficient for such purpose; provided, however, that if such indebtedness is to be redeemed or otherwise prepaid prior to the Stated Maturity thereof, any notice requisite to such redemption or prepayment shall have been given in accordance with the instrument creating such Lien or irrevocable instructions to give such notice shall have been given to such trustee or other holder.

“Property Additions” has the meaning specified in Section 1.03.

“Property Additions Basis” means, with respect to any Property Additions which constitute Unfunded Property, the lesser of the Net Cost or Net Fair Value to the Company of any such Property Additions as of the date such amount is certified to the Trustee in writing.

“Purchase Money Lien” means, with respect to any property being acquired or disposed of by the Company or being released from the lien of this Indenture, a Lien on such property which:

- (a) is taken or retained by the transferor of such property to secure all or part of the purchase price thereof;
- (b) is granted to one or more Persons other than the transferor which, by making advances or incurring an obligation, give value to enable the grantor of such Lien to acquire rights in or the use of such property;
- (c) is granted to any other Person in connection with the release of such property from the lien of this Indenture on the basis of the deposit with the Trustee of obligations secured by such Lien on such property (as well as any other property subject thereto);
- (d) is held by a trustee or agent for the benefit of one or more Persons described in clause (a), (b) and/or (c) above, provided that such Lien may be held, in addition, for the benefit of one or more other Persons which shall have theretofore given, or may thereafter give, value to or for the benefit or account of the grantor of such Lien for one or more other purposes; or
- (e) otherwise constitutes a purchase money mortgage or a purchase money security interest under applicable law;

and, without limiting the generality of the foregoing, for purposes of this Indenture, the term Purchase Money Lien shall be deemed to include any Lien described in clauses (a) through (e) above whether or not such Lien (x) shall permit the issuance or other incurrence of additional indebtedness secured by such Lien on such property, (y) shall permit the subjection to such Lien of additional property and the issuance or other incurrence of additional indebtedness on the basis thereof and/or (z) shall have been granted prior to the acquisition, disposition or release of such property, shall attach to or otherwise cover property other than the property being acquired, disposed of or released and/or shall secure obligations issued prior and/or subsequent to the issuance of the obligations delivered in connection with such acquisition, disposition or release, in each case so that the secured party may be cross-collateralized to other financings of the type described in clauses (a) through (e) above provided by such secured party or its affiliates.

“Purchase Money Obligations” are those obligations secured by a Purchase Money Lien.

“Redemption Date”, when used with respect to any Bond to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

“Redemption Price”, when used with respect to any Bond to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture which price shall include principal of and premium, if any, payable on such Bond but shall not include any accrued interest payable with respect to such Bond.

“Regular Record Date” for the interest payable on any Interest Payment Date on the Bonds of any series means the date specified for that purpose as contemplated by Section 3.01.

“Required Currency” has the meaning specified in Section 3.11.

“Responsible Officer”, when used with respect to the Trustee, means any officer of the Trustee with direct responsibility for the administration of this Indenture and also means, with respect to a particular corporate trust matter, any other officer of the Trustee to whom such matter is referred because of such officer’s knowledge of and familiarity with the particular subject.

“Retired Bonds” means any Bonds authenticated and delivered under this Indenture which (i) no longer remain Outstanding by reason of the applicability of clause (a) or (b) in the definition of “Outstanding” (other than any Predecessor Bond of any Bond), (ii) have not been made the basis under any of the provisions of this Indenture of one or more Authorized Purposes, and (iii) have not been paid, redeemed, purchased or otherwise retired by the application thereto of Funded Cash.

“Senior Lien” means, with respect to all or any portion of the Mortgaged Property, a Permitted Lien which is prior to the lien of this Indenture.

“Senior Lienholder” means any trustee or other holder of a Senior Lien.

“Senior Lien Obligations” means any Purchase Money Obligation secured by a Purchase Money Lien that is a Senior Lien and any other indebtedness of the Company for borrowed money secured by a Senior Lien.

“Special Record Date” for the payment of any Defaulted Interest on the Bonds of any series means a date fixed by the Trustee pursuant to Section 3.07.

“Stated Interest Rate” means a rate (whether fixed or variable) at which an obligation by its terms is stated to bear simple interest. Any calculation or other determination to be made under this Indenture by reference to the Stated Interest Rate on an obligation shall be made (a) if the Company’s obligations in respect of any other indebtedness shall be evidenced, enhanced or secured in whole or in part by such obligation, by reference to the lower of the Stated Interest Rate on such obligation and the Stated Interest Rate on such other indebtedness and (b) without regard to the effective interest cost to the Company of such obligation or of any such other indebtedness.

“Stated Maturity”, when used with respect to any obligation (including any Bond of any series) or any installment of principal thereof or interest thereon, means the date on which the principal of such obligation or such installment of principal or interest is stated to be due and payable (without regard to any provisions for redemption, prepayment, acceleration, purchase or extension).

“Subsidiary” means (i) any corporation at least a majority of the outstanding voting stock or interest of which is owned, directly or indirectly, by the Company or by one or more Subsidiaries, or by the Company and one or more Subsidiaries or (ii) any other Person (other than a corporation) of which the Company and/or one or more Subsidiaries has at least a majority ownership and power to direct the policies, management and affairs. For the purposes of this definition, “voting stock” means stock having voting power for the election of directors, whether at all times or only so long as no senior class of stock has such voting power by reason of any contingency.

“Successor Corporation” has the meaning specified in Section 13.01.

“Supplemental Indenture” or **“Indenture Supplement Hereto”** means an instrument supplementing or amending this Indenture executed and delivered pursuant to Article XIV.

“Swap Agreement” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic,

financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions.

“Total Capitalization” means the sum of long-term debt and equity of the Company.

“Tranche” means a group of Bonds which (a) are of the same series and (b) have identical terms except as to principal amount, date of issuance, initial Interest Payment Date and/or initial interest accrual date.

“Trust Indenture Act” means, as of any time, the Trust Indenture Act of 1939 or any successor statute, as in effect at such time.

“Trustee” means the Person named as the “Trustee” in the first paragraph of this Indenture until a successor trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Trustee” shall mean the Person which shall have become a successor trustee pursuant to the applicable provisions of this Indenture, and, if at any time there is more than one Person acting as trustee hereunder, “Trustee” shall mean each such Person so acting.

“Unfunded Property” means that portion of the Mortgaged Property which does not constitute Funded Property or Funded Cash.

“Uniform Commercial Code” means the Uniform Commercial Code as in effect from time to time in the State of Washington, unless otherwise specified in this Indenture.

“United States” means the United States of America, its territories, its possessions and other areas subject to its political jurisdiction.

SECTION 1.02. FUNDED PROPERTY; FUNDED CASH.

“Funded Property” means that portion of the Mortgaged Property which consists of:

- (a) all Property Additions to the extent that the same shall have been made the basis of the authentication and delivery of Bonds under this Indenture pursuant to Section 5.02;
- (b) all Property Additions to the extent that the same shall have been made the basis of the release of Funded Property from the lien of this Indenture pursuant to Section 8.03;
- (c) all Property Additions to the extent that the same shall have been substituted for Funded Property Retired pursuant to Section 7.07 or 8.02;
- (d) all Property Additions to the extent that the same shall have been made the basis of the withdrawal of cash held by the Trustee pursuant to Section 5.04, 7.07(b) or 8.07; and
- (e) all Property Additions to the extent that the same shall have been used as the basis of a credit against, or otherwise in satisfaction of, the requirements of any sinking, improvement, maintenance, replacement or similar fund or analogous provision established with respect to the Bonds of any series, or any Tranche thereof, as contemplated by Section 3.01; provided, however, that any such Property Additions shall cease to be Funded Property when all of the Bonds of such series or Tranche shall cease to be Outstanding.

In the event that in any certificate filed with the Trustee in connection with any of the Property Additions referred to in clauses (a), (b), (c), (d) and (e) of this Section, only a part of the Property Additions Basis of the Property Additions described in such certificate shall be required for the purposes of such certificate, then such Property Additions shall be deemed to be Funded Property only to the extent so required for the purpose of such certificate.

The Company may make allocations, on a pro-rata or other reasonable basis (including, but not limited to, the designation of specific properties or the designation of all or a specified portion of the properties reflected in one or more generic accounts or subaccounts in the Company’s books of account), for the purpose of determining the extent to which fungible properties, or other properties not otherwise identified, reflected in the same generic account or

subaccount in the Company's books of account (collectively, "**generic properties**") constitute Funded Property or Funded Property Retired. To the extent that such generic properties within any such generic account or subaccount constitute in part Funded Property and in part Unfunded Property, (i) any disposition of such generic properties shall, unless otherwise specified by the Company, be deemed to be a disposition of that portion of the generic properties which constitutes Unfunded Property prior to any disposition of such portion which constitutes Funded Property and (ii) any addition of property to such generic account or subaccount shall, unless otherwise specified by the Company, be deemed to be Unfunded Property.

"**Funded Cash**" means that portion of the Mortgaged Property which consists of:

- (a) cash, held by the Trustee hereunder, to the extent that it represents the proceeds of insurance on account of a loss on or with respect to Funded Property (except as otherwise provided in Section 7.07), or cash deposited in connection with the release of Funded Property pursuant to Article VIII, or the payment of the principal of, or the proceeds of the release of, Purchase Money Obligations delivered to the Trustee pursuant to Article VIII, all subject, however, to the provisions of Section 7.07 and Section 8.07; and
- (b) any Deposited Cash.

SECTION 1.03. PROPERTY ADDITIONS; COST.

(a) "**Property Additions**" means, as of any particular time, any item, unit or element of property which (i) at such time is owned by the Company, and (ii) constitutes Mortgaged Property; provided, however, that Property Additions shall not include:

- (i) goodwill, going concern value rights or intangible property (as included in the definition of "Excepted Property") except as provided in subsection (c) of this Section; or
- (ii) any property, the cost of acquisition or construction of which is, in accordance with generally accepted accounting principles, properly chargeable to an operating expense account of the Company at the time of such acquisition or construction except for any betterments, improvements and additions as described in Granting Clause First of this Indenture.

(b) When any Property Additions which constitute Unfunded Property are certified to the Trustee as the basis of any Authorized Purpose (except as otherwise provided in Section 8.03 and Section 8.07),

- (i) there shall be deducted from the Property Additions Basis thereof an amount equal to the Funded Property Basis of all Funded Property Retired to the date of such certification (other than the Funded Property, if any, in connection with the application for the release of which such certificate is filed) and not theretofore deducted from the Property Additions Basis of Property Additions theretofore certified to the Trustee, and
- (ii) there may, at the option of the Company, be added to such Property Additions Basis, the sum of

(A) the principal amount of any Purchase Money Obligations, not theretofore so added and which the Company then elects so to add, which shall theretofore have been delivered to the Trustee as the basis of the release of Funded Property Retired from the lien of this Indenture;

(B) ten-sevenths (10/7ths) of the amount of any cash, not theretofore so added and which the Company then elects so to add, which shall theretofore have been delivered to the Trustee as the proceeds of insurance on Funded Property Retired (to the extent of the portion thereof deemed to be Funded Cash) or as the basis of the release of Funded Property Retired from the lien of this Indenture;

(C) ten-sevenths (10/7ths) of the principal amount of any Bond or Bonds, or portion of such principal amount, not theretofore so added and which the Company then elects so to add, (I) which shall theretofore have been delivered to the Trustee as the basis of the release of Funded Property

Retired or (II) the right to the authentication and delivery of which under the provisions of Section 5.03 shall at any time theretofore have been waived under Section 8.03(d)(ii)(C) as the basis of the release of Funded Property Retired;

(D) the Adjusted Funded Property Basis of any Property Additions, not theretofore so added and which the Company then elects so to add, which shall theretofore have been made the basis of the release of Funded Property Retired pursuant to Section 8.03; and

(E) the Net Cost to the Company of any Property Additions, not theretofore so added and which the Company then elects so to add, to the extent that the same shall have been substituted for Funded Property Retired;

provided, however, that the aggregate of the amounts added under clause (ii) above shall in no event exceed the amounts deducted under clause (i) above.

(c) Except as otherwise provided in Section 8.03, the term "Cost" with respect to Property Additions shall mean the sum of (i) any cash delivered in payment therefor or for the acquisition thereof, (ii) an amount equivalent to the fair market value in cash (as of the date of delivery) of any securities or other property delivered in payment therefor or for the acquisition thereof, (iii) the principal amount of any obligations secured by a Lien upon such Property Additions outstanding at the time of the acquisition thereof, (iv) the principal amount of any other obligations incurred or assumed in connection with the payment for such Property Additions or for the acquisition thereof, which obligations are not otherwise secured by a Lien on such Property Additions, and (v) any other amounts which, in accordance with generally accepted accounting principles, are properly charged or chargeable to the plant or other property accounts of the Company with respect to such Property Additions as part of the cost of construction or acquisition thereof, including, but not limited to, any allowance for funds used during construction or any similar or analogous amount, and construction work in progress; provided, however, that, notwithstanding any other provision of this Indenture,

(A) with respect to Property Additions owned by a Successor Corporation immediately prior to the time it shall have become such by consolidation or merger or acquired by a Successor Corporation in or as a result of a consolidation or merger (excluding, in any case, Property Additions owned by the Company immediately prior to such time), Cost shall mean the amount or amounts at which such Property Additions are recorded in the plant or other property accounts of such Successor Corporation, or the predecessor entity from which such Property Additions are acquired, as the case may be, immediately prior to such consolidation or merger;

(B) with respect to Property Additions which shall have been acquired (otherwise than by construction) by the Company without any consideration consisting of cash, securities or other property or the incurring or assumption of indebtedness, no determination of Cost shall be required, and, wherever in this Indenture provision is made for Cost or Fair Value, Cost with respect to such Property Additions shall mean an amount equal to the Fair Value to the Company thereof or, if greater, the aggregate amount reflected in the Company's books of account with respect thereto upon the acquisition thereof; and

(C) in no event shall the Cost of Property Additions be required to reflect (i) any depreciation or amortization in respect of such Property Additions, (ii) any adjustment to the amount or amounts at which such Property Additions are recorded in plant or other property accounts due to the non-recoverability of investment or otherwise, or (iii) at the election of the Company, reductions for contributions in aid of construction.

If any Property Additions are shown by the Expert's Certificate provided for in Section 5.02(b)(ii) to include Acquired Facilities, the Cost thereof need not be reduced by any amount in respect of any goodwill, going concern value rights and/or intangible property simultaneously acquired for which no separate or distinct consideration shall have been paid or apportioned, and in such case the term Property Additions as defined herein may include such goodwill, going concern value rights and intangible property.

SECTION 1.04. COMPLIANCE CERTIFICATES AND OPINIONS.

Except as otherwise expressly provided in this Indenture, upon any application or request by the Company to the Trustee to take any action under any provision of this Indenture, the Company shall furnish to the Trustee an Officer's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with, it being understood that in the case of any such application or request as to which the furnishing of such documents is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than the certificates provided pursuant to Section 7.10) shall include:

- (a) a statement that each Person signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;
- (b) 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;
- (c) a statement that, in the opinion of each such Person, such Person has made such examination or investigation as is necessary to enable such Person to express an informed opinion as to whether or not such covenant or condition has been complied with; and
- (d) a statement as to whether, in the opinion of each such Person, such condition or covenant has been complied with.

SECTION 1.05. CONTENT AND FORM OF DOCUMENTS DELIVERED TO TRUSTEE.

Any Officer's Certificate may be based (without further examination or investigation), insofar as it relates to or is dependent upon legal matters, upon an opinion of, or representations by, counsel, and, insofar as it relates to or is dependent upon matters which are subject to verification by Accountants, upon a certificate or opinion of, or representations by, an Accountant, and, insofar as it relates to or is dependent upon matters which are required in this Indenture to be covered by a certificate or opinion of, or representations by, an Expert, upon the certificate or opinion of, or representations by, an Expert, unless, in any case, such officer has actual knowledge that the certificate or opinion or representations with respect to the matters upon which such Officer's Certificate may be based as aforesaid are erroneous.

Any Expert's Certificate may be based (without further examination or investigation), insofar as it relates to or is dependent upon legal matters, upon an opinion of, or representations by, counsel, and insofar as it relates to or is dependent upon factual matters, information with respect to which is in the possession of the Company and which are not subject to verification by Experts, upon a certificate or opinion of, or representations by, an officer or officers of the Company, unless such Expert has actual knowledge that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous.

Any certificate of an Accountant may be based (without further examination or investigation), insofar as it relates to or is dependent upon legal matters, upon an opinion of, or representations by, counsel, and insofar as it relates to or is dependent upon factual matters, information with respect to which is in the possession of the Company and which are not subject to verification by Accountants, upon a certificate of, or representations by, an officer or officers of the Company, unless such Accountant has actual knowledge that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous.

Any Opinion of Counsel may be based (without further examination or investigation), insofar as it relates to or is dependent upon factual matters, information with respect to which is in the possession of the Company, upon a certificate of, or representations by, an officer or officers of the Company, and, insofar as it relates to or is dependent upon matters which are subject to verification by Accountants, upon a certificate or opinion of, or representations by, an Accountant, and, insofar as it relates to or is dependent upon matters required in this Indenture to be covered by a certificate or opinion of, or representations by, an Expert, upon the certificate or opinion of, or representations by, an Expert, unless such counsel has actual knowledge that the certificate or opinion or representations with respect to the matters upon which his opinion may be based as aforesaid are erroneous. In addition, any Opinion of Counsel may be based (without further examination or investigation), insofar as it relates to or is dependent upon matters covered in an Opinion of Counsel rendered by other counsel, upon such other Opinion of Counsel, unless such counsel has actual knowledge that the Opinion of Counsel rendered by such other counsel with respect to the matters upon which his Opinion of Counsel may be based as aforesaid are erroneous. Further, any Opinion of Counsel with respect to the status of title to or the sufficiency of descriptions of property, and/or the existence, perfection or priority of Liens thereon, and/or the recording or filing of documents, and/or any similar matters, may be based (without further examination or investigation) upon (i) title insurance policies or commitments and reports, abstracts of title or lien search reports or certificates and other similar documents or (ii) certificates of, or representations by, officers, employees, agents and/or other representatives of the Company or (iii) any combination of the documents referred to in (i) and (ii), unless, in any case, such counsel has actual knowledge that the document or documents with respect to the matters upon which his opinion may be based as aforesaid are erroneous. If, in order to render any Opinion of Counsel provided for herein, the signer thereof shall deem it necessary that additional facts or matters be stated in any Officer's Certificate, certificate of an Accountant or Expert's Certificate provided for herein, then such certificate may state all such additional facts or matters as the signer of such Opinion of Counsel may request.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents. Where (i) any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture or (ii) two or more Persons are each required to make, give or execute any such application, request, consent, certificate, statement, opinion or other instrument, any such applications, requests, consents, certificates, statements, opinions or other instruments may, but need not, be consolidated and form one instrument.

Whenever, subsequent to the receipt by the Trustee of any Board Resolution, Officer's Certificate, Expert's Certificate, Opinion of Counsel or other document or instrument, a clerical, typographical or other inadvertent or unintentional error or omission shall be discovered therein, a new document or instrument may be substituted therefor in corrected form with the same force and effect as if originally filed in the corrected form and, irrespective of the date or dates of the actual execution and/or delivery thereof, such substitute document or instrument shall be deemed to have been executed and/or delivered as of the date or dates required with respect to the document or instrument for which it is substituted. Anything in this Indenture to the contrary notwithstanding, if any such corrective document or instrument indicates that action has been taken by or at the request of the Company which could not have been taken had the original document or instrument not contained such error or omission, the action so taken shall not be invalidated or otherwise rendered ineffective but shall be and remain in full force and effect, except to the extent that such action was a result of willful misconduct or bad faith. Without limiting the generality of the foregoing, any Bonds issued under the authority of such defective document or instrument shall nevertheless be the valid obligations of the Company entitled to the benefit of the lien of this Indenture equally and ratably with all other Outstanding Bonds, except as aforesaid.

SECTION 1.06. ACTS OF HOLDERS.

(a) Any request, demand, authorization, direction, notice, consent, election, waiver or other action provided by this Indenture to be made, given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing or, alternatively, may be embodied in and evidenced by the record of Holders voting in favor thereof, either in person or by proxies duly appointed in writing, at any meeting of Holders duly called and held in accordance with the provisions of Article XV, or a combination of such instruments and any such record. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments or record or both are delivered to the Trustee and, where it is hereby expressly required, to the Company. Such instrument or instruments and any such record (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the “**Act**” of the Holders signing such instrument or instruments and so voting at any such meeting. Proof of execution of any such instrument or of a writing appointing any such agent, or of the holding by any Person of a Bond, shall be sufficient for any purpose of this Indenture and (subject to Section 11.01) conclusive in favor of the Trustee and the Company, if made in the manner provided in this Section. The record of any meeting of Holders shall be proved in the manner provided in Section 15.06.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof or may be proved in any other manner which the Trustee and the Company deem sufficient. Where such execution is by a signer acting in a capacity other than his individual capacity, such certificate or affidavit shall also constitute sufficient proof of his authority.

(c) The ownership, principal amount (except as otherwise contemplated in clause (y) of the first proviso to the definition of Outstanding) and serial numbers of Bonds held by any Person, and the date of holding the same, shall be proved by the Bond Register.

(d) Any request, demand, authorization, direction, notice, consent, election, waiver or other Act of a Holder shall bind every future Holder of the same Bond and the Holder of every Bond issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee or the Company in reliance thereon, whether or not notation of such action is made upon such Bond.

(e) Until such time as written instruments shall have been delivered to the Trustee with respect to the requisite percentage of principal amount of Bonds for the action contemplated by such instruments, any such instrument executed and delivered by or on behalf of a Holder may be revoked with respect to any or all of such Bonds by written notice by such Holder or any subsequent Holder, proven in the manner in which such instrument was proven.

(f) Bonds of any series, or any Tranche thereof, authenticated and delivered after any Act of Holders may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any action taken by such Act of Holders. If the Company shall so determine, new Bonds of any series, or any Tranche thereof, so modified as to conform, in the opinion of the Trustee and the Company, to such action may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Bonds of such series or Tranche.

(g) The Company may, at its option, by Company Order, fix in advance a record date for the determination of Holders entitled to give any request, demand, authorization, direction, notice, consent, waiver or other Act solicited by the Company, but the Company shall have no obligation to do so. In addition, the Trustee may, at its option, fix in advance a record date for the determination of Holders entitled to join in the giving or making of any Notice of Default, any declaration of acceleration referred to in Section 10.02, any request to institute proceedings referred to in Section 10.11 or any direction referred to in Section 10.16. If any such record date is fixed, such request, demand, authorization, direction, notice, consent, waiver or other Act, or such notice, declaration, request or direction, may be given before or after such record date, but

only the Holders of record at the close of business on the record date shall be deemed to be Holders for the purposes of determining (i) whether Holders of the requisite proportion of the Outstanding Bonds have authorized or agreed or consented to such Act (and for that purpose the Outstanding Bonds shall be computed as of the record date) and/or (ii) which Holders may revoke any such Act (notwithstanding subsection (e) of this Section); and any such Act, given as aforesaid, shall be effective whether or not the Holders which authorized or agreed or consented to such Act remain Holders after such record date and whether or not the Bonds held by such Holders remain Outstanding after such record date.

SECTION 1.07. NOTICES, ETC. TO TRUSTEE AND COMPANY.

Except as otherwise provided herein, any request, demand, authorization, direction, notice, consent, election, waiver or Act of Holders or other document provided or permitted by this Indenture to be made or served upon, given or furnished to, or filed with, the Trustee by any Holder or by the Company, or the Company by the Trustee or by any Holder, shall be sufficient for every purpose hereunder (unless otherwise expressly provided herein) if the same shall be in writing and delivered personally to the addressee (which delivery, with respect to the Trustee, shall be made to its Corporate Trust Office and addressed to the attention of the Corporate Trust Department), or transmitted by facsimile transmission or other direct written electronic means to such telephone number or other electronic communications address as the parties hereto shall from time to time designate, or transmitted by registered or certified mail, return receipt requested, or overnight courier guaranteeing next day delivery, charges prepaid, to the applicable address set forth opposite such party's name below or to such other address as either party hereto may from time to time designate:

If to the Trustee, to:

U.S. Bank Trust Company, National Association
100 Wall Street, Suite 600
New York, NY 10005
Attention: Puget Sound Energy Corporate Trust Administrator
Email: maria.cepedaholly@usbank.com

If to the Company, to:

Puget Sound Energy, Inc.
355 110th Avenue NE
Bellevue, Washington 98004
Attention: Treasurer
Email: TreasuryDepartment@pse.com

Any communication contemplated herein shall be deemed to have been made, given, furnished and filed if personally delivered, on the date of delivery, if transmitted by facsimile transmission or other direct written electronic means, on the date of transmission, and if transmitted by registered or certified mail or reputable overnight courier, on the date of receipt.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by the Company by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that (a) subsequent to such transmission of written instructions, the Company shall provide the originally executed instructions or directions to the Trustee in a timely manner, and (b) such originally executed instructions or directions shall be signed by an authorized representative of the Company providing such instructions or directions. If the Company elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to

the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Notwithstanding any other provision of this Indenture or any Bond, where this Indenture or any Bond provides for notice of any event or any other communication (including any notice of redemption or repurchase) to a holder of a Global Bond (whether by mail or otherwise), such notice shall be sufficiently given if given to the Depositary (or its designee) pursuant to the standing instructions from the Depositary or its designee, including by electronic mail in accordance with accepted practices at the Depositary.

SECTION 1.08. NOTICE TO HOLDERS OF BONDS; WAIVER.

Except as otherwise expressly provided herein, where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given, and shall be deemed given, to Holders if in writing and sent to each Holder affected by such event, at the address of such Holder as it appears in the Bond Register (or, with respect to Global Bonds, in accordance with the Depositary's applicable policies and procedures), not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice to Holders by mail, then such notification as shall be made with the approval of the Trustee shall constitute a sufficient notification for every purpose hereunder. In any case where notice to Holders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders.

Any notice required by this Indenture may be waived in writing by the Person entitled to receive such notice, either before or after the event otherwise to be specified therein, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 1.09. CONFLICT WITH TRUST INDENTURE ACT.

If any provision of this Indenture limits, qualifies or conflicts with another provision hereof which is required or deemed to be included in this Indenture by any provision of the Trust Indenture Act, the provision required or deemed to be included by the Trust Indenture Act shall control; and if any provision hereof otherwise conflicts with the Trust Indenture Act, or limits, qualifies or conflicts with the duties imposed by Section 318(c) of the Trust Indenture Act, the Trust Indenture Act, including the duties imposed by Section 318(c) of the Trust Indenture Act, shall control.

SECTION 1.10. EFFECT OF HEADINGS AND TABLE OF CONTENTS.

The Article and Section headings in this Indenture and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 1.11. SUCCESSORS AND ASSIGNS.

All covenants and agreements in this Indenture by the Company and the Trustee shall bind their respective successors and assigns, whether so expressed or not.

SECTION 1.12. SEPARABILITY CLAUSE.

In case any provision in this Indenture or the Bonds shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 1.13. BENEFITS OF INDENTURE.

Nothing in this Indenture or the Bonds, express or implied, shall give to any Person, other than the parties hereto, their successors hereunder and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 1.14. GOVERNING LAW.

This Indenture and the Bonds shall be governed by, and construed and enforced in accordance with, the laws of the State of New York (including without limitation Section 5-1401 of the New York General Obligations Law or any successor to such statute), except to the extent that the Trust Indenture Act shall be applicable, provided that the law of the jurisdiction in which the Mortgaged Property consisting of real property is located shall govern the creation of a mortgage lien on and security interest in, or perfection, priority or enforcement of the Lien of this Indenture or exercise of remedies with respect to, such portion of the Mortgaged Property.

SECTION 1.15. LEGAL HOLIDAYS.

In any case where any Interest Payment Date, Redemption Date or Stated Maturity of any Bond shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or of the Bonds other than a provision in Bonds of any series, or any Tranche thereof, or in the indenture supplemental hereto, any Board Resolution or Officer's Certificate which establishes the terms of the Bonds of such series or Tranche, which specifically states that such provision shall apply in lieu of this Section) payment of interest or principal and premium, if any, need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date or Redemption Date, or at the Stated Maturity, and, if such payment is made or duly provided for on such Business Day, no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date, Redemption Date or Stated Maturity, as the case may be, to such Business Day.

SECTION 1.16. INVESTMENT OF CASH HELD BY TRUSTEE.

Any cash held by the Trustee or any Paying Agent under any provision of this Indenture shall, except as otherwise provided in Section 8.06 or in Article IX, at the request of the Company evidenced by Company Order, be invested or reinvested in Investment Securities designated by the Company (such Company Order to contain a representation to the effect that the securities designated therein constitute Investment Securities), and any interest on such Investment Securities shall be promptly paid over to the Company as received free and clear of any Lien. Such Investment Securities shall be held subject to the same provisions hereof as the cash used to purchase the same, but upon a like written request of the Company shall be sold, in whole or in designated part, and the proceeds of such sale shall be held subject to the same provisions hereof as the cash used to purchase the Investment Securities so sold. If such sale shall produce a net sum less than the cost of the Investment Securities so sold, the Company shall pay to the Trustee or any such Paying Agent, as the case may be, such amount in cash as, together with the net proceeds from such sale, shall equal the cost of the Investment Securities so sold, and if such sale shall produce a net sum greater than the cost of the Investment Securities so sold, the Trustee or any such Paying Agent, as the case may be, shall promptly pay over to the Company an amount in cash equal to such excess, free and clear of any Lien. In no event shall the Trustee be liable for determining whether any investment fits within the criteria set forth in "Investment Securities" or for any loss incurred in connection with the sale of any Investment Security pursuant to this Section. In the absence of a Company Order directing the Trustee to invest cash held by the Trustee hereunder, funds shall remain uninvested until the Trustee shall have received a Company Order directing the Trustee to invest such cash in another Investment Security. The Trustee shall not be accountable or liable for any losses resulting from the sale or depreciation in the market value of investments made pursuant to this Indenture and Company Orders.

Notwithstanding the foregoing, if an Event of Default shall have occurred and be continuing, interest on Investment Securities and any gain upon the sale thereof shall be held as part of the Mortgaged Property until such Event of Default shall have been cured or waived,

whereupon such interest and gain shall be promptly paid over to the Company free and clear of any Lien.

SECTION 1.17. WAIVER OF JURY TRIAL.

EACH OF THE COMPANY AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE BONDS OF ANY SERIES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SECTION 1.18. FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA).

The Company agrees (i) to provide the Trustee with such reasonable information as it has in its possession to enable the Trustee to determine whether any payments pursuant to the Indenture are subject to the withholding requirements described in Section 1471(b) of the Internal Revenue Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Internal Revenue Code and any regulations, or agreements thereunder or official interpretations thereof (“**Applicable Law**”), and (ii) that the Trustee shall be entitled to make any withholding or deduction from payments under the Indenture to the extent necessary to comply with Applicable Law, for which the Trustee shall not have any liability.

SECTION 1.19. FORCE MAJEURE.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

ARTICLE II

BOND FORMS

SECTION 2.01. FORMS GENERALLY.

The definitive Bonds of each series shall be in substantially the form or forms established in the indenture supplemental hereto establishing such series, or in a Board Resolution establishing such series, or in an Officer's Certificate pursuant to such a supplemental indenture or Board Resolution, in any case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the officers executing such Bonds, as evidenced by their execution of the Bonds. If the form or forms of Bonds of any series are established in a Board Resolution or in an Officer's Certificate pursuant to a supplemental indenture or a Board Resolution, such Board Resolution and Officer's Certificate, if any, shall be delivered to the Trustee at or prior to the delivery of the Company Order contemplated by Section 5.01 for the authentication and delivery of such Bonds.

Unless otherwise specified as contemplated by Section 3.01, the Bonds of each series shall be issuable in registered form without coupons. The definitive Bonds shall be produced in such manner as shall be determined by the officers executing such Bonds, as evidenced by their execution thereof.

SECTION 2.02. FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION.

The Trustee's certificate of authentication shall be in substantially the form set forth below:

This is one of the Bonds of the series designated therein referred to in the within-mentioned Indenture.

U.S. Bank Trust Company, National Association, as Trustee

By: _____
Authorized Signatory

ARTICLE III**THE BONDS****SECTION 3.01. AMOUNT UNLIMITED; ISSUABLE IN SERIES.**

Subject to the provisions of Article V, the aggregate principal amount of Bonds which may be authenticated and delivered under this Indenture is unlimited.

The Bonds may be issued in one or more series. Subject to the penultimate paragraph of this Section, prior to the authentication and delivery of Bonds of any series there shall be established by specification in a supplemental indenture or in a Board Resolution, or in an Officer's Certificate pursuant to a supplemental indenture or a Board Resolution:

- (a) the title of the Bonds of such series (which shall distinguish the Bonds of such series from Bonds of all other series) and, if other than the date of its authentication, the date of each Bond of such series;
- (b) any limit upon the aggregate principal amount of the Bonds of such series which may be authenticated and delivered under this Indenture (except for Bonds authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Bonds of such series pursuant to Section 3.04, 3.05, 3.06, 6.06 or 14.06 and except for any Bonds which, pursuant to Section 3.03, are deemed never to have been authenticated and delivered hereunder);
- (c) the Persons (without specific identification) to whom interest on Bonds of such series, or any Tranche thereof, shall be payable on any Interest Payment Date, if other than the Persons in whose names such Bonds (or one or more Predecessor Bonds) are registered at the close of business on the Regular Record Date for such interest;
- (d) the date or dates on which the principal of the Bonds of such series, or any Tranche thereof, is payable or any formula or other method or other means by which such date or dates shall be determined, by reference to an index or other fact or event ascertainable outside of this Indenture or otherwise (without regard to any provisions for redemption, prepayment, acceleration, purchase or extension) and the right, if any, to extend the Maturity of the Bonds of such series, or any Tranche thereof, and the duration of any such extension;
- (e) the rate or rates (or method of determination thereof) at which any Bonds of such series, or any Tranche thereof, shall bear interest, if any (including the rate or rates at which overdue principal shall bear interest, if different from the rate or rates at which such Bonds shall bear interest prior to Maturity, and, if applicable, the rate or rates at which overdue premium or interest shall bear interest, if any), or any formula or other method or other means by which such rate or rates shall be determined, by reference to an index or other fact or event ascertainable outside of this Indenture or otherwise; the date or dates from which any such interest shall accrue (or method of determination thereof); the Interest Payment Dates on which any such interest shall be payable (or method of determination thereof) and the Regular Record Date, if any (which, in either case or both, if so provided in or pursuant to such Board Resolution or supplemental indenture, may be

determined by the Company from time to time and set forth in the Bonds of such series, or any Tranche thereof, issued from time to time) for any such interest payable on any Interest Payment Date; the basis of computation of interest if other than as provided in Section 3.10; and the right, if any, to extend the interest payment periods and the duration of any such extension;

(f) the place or places at which and/or the methods (if other than as provided elsewhere in this Indenture) by which (i) the principal of and premium, if any, and interest, if any, on Bonds of such series, or any Tranche thereof, shall be payable, (ii) registration of transfer of Bonds of such series, or any Tranche thereof, may be effected, (iii) exchanges of Bonds of such series, or any Tranche thereof, may be effected and (iv) notices and demands to or upon the Company in respect of the Bonds of such series, or any Tranche thereof, and this Indenture may be made, given, furnished, filed or served, if other than as provided in Section 1.07; the Bond Registrar and any Paying Agent or Agents for such series or Tranche; and, if such is the case, that the principal of such Bonds shall be payable without the presentment or surrender thereof;

(g) if the time for the giving of redemption notices for such series of Bonds, or any Tranche thereof, shall be other than as provided in Section 6.04, such different time, and the period or periods within which or the date or dates on which, the price or prices at which and the terms and conditions upon which the Bonds of such series, or any Tranche thereof, may be redeemed, in whole or in part, at the option of the Company (including, without limitation, any provision for the payment of a “make-whole”, yield-maintenance or similar premium in connection with the redemption of Bonds of such series during a “no-call” or other period during which such Bonds are generally not subject to optional redemption by the Company) and any restrictions on such redemptions;

(h) the obligation or obligations, if any, of the Company to redeem, purchase or repay the Bonds of such series, or any Tranche thereof, pursuant to any sinking fund or other mandatory redemption provisions or at the option of a Holder thereof and the period or periods within which or the date or dates on which, the price or prices at which and the terms and conditions upon which such Bonds shall be redeemed, purchased or repaid, in whole or in part, pursuant to such obligation, and applicable exceptions to the requirements of Section 6.04 in the case of mandatory redemption or redemption or repayment at the option of the Holder;

(i) the denominations in which Bonds of such series, or any Tranche thereof, shall be issuable if other than denominations of One Thousand Dollars (\$1,000) and any integral multiple thereof;

(j) the currency or currencies, including composite currencies, in which payment of the principal of and premium, if any, and interest, if any, on the Bonds of such series, or any Tranche thereof, shall be payable (if other than in Dollars); it being understood that, for purposes of calculations under this Indenture (including calculations of principal amount under Article V), any amounts denominated in a currency other than Dollars or in a composite currency shall be converted to Dollar equivalents by calculating the amount of Dollars which could have been purchased by the amount of such other currency based on such quotations or methods of determination as shall be specified pursuant to this clause (j);

(k) if the principal of or premium, if any, or interest, if any, on the Bonds of such series, or any Tranche thereof, are to be payable, at the election of the Company or a Holder thereof, in a coin or currency other than that in which the Bonds are stated to be payable, the coin or currency in which payment of any amount as to which such election is made will be payable, the period or periods within which, and the terms and conditions upon which, such election may be made; it being understood that, for purposes of calculations under this Indenture (including calculations of principal amount under Article V), any such election shall be required to be taken into account, in the manner contemplated in clause (j) of this paragraph, only after such election shall have been made;

(l) if the principal of or premium, if any, or interest, if any, on the Bonds of such series, or any Tranche thereof, are to be payable, or are to be payable at the election of the Company or a Holder thereof, in securities or other property, the type and amount of such securities or other property, or the formula or other method or other means by which such amount shall be determined, and the period or periods within which, and the terms and conditions upon which, any such election may

be made; it being understood that all calculations under this Indenture (including calculations of principal amount under Article V) shall be made on the basis of the fair market value of such securities or the Fair Value of such other property, in either case determined as of the most recent practicable date, except that, in the case of any amount of principal or interest that may be so payable at the election of the Company or a Holder, if such election shall not yet have been made, such calculations shall be made on the basis of the amount of principal or interest, as the case may be, that would be payable if no such election were made;

(m) if the amount payable in respect of principal of or premium, if any, or interest, if any, on the Bonds of such series, or any Tranche thereof, may be determined with reference to an index, formula or other fact or event ascertainable outside of this Indenture, the manner in which such amounts shall be determined (to the extent not established pursuant to clause (e) of this paragraph); it being understood that all calculations under this Indenture (including calculations of principal amount under Article V) shall be made on the basis of the amount that would be payable as principal if such principal were due, or on the basis of the interest rates in effect, as the case may be, on the date next preceding the date of such calculation;

(n) if other than the entire principal amount thereof, the portion of the principal amount of Bonds of such series, or any Tranche thereof, which shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 10.02;

(o) the terms, if any, pursuant to which the Bonds of such series, or any Tranche thereof, may be converted into or exchanged for shares of capital stock or other securities of the Company or any other Person;

(p) the obligations or instruments, if any, which shall be considered to be Eligible Obligations in respect of the Bonds of such series, or any Tranche thereof, denominated in a currency other than Dollars or in a composite currency, and any additional or alternative provisions for the reinstatement of the Company's indebtedness in respect of such Bonds after the satisfaction and discharge thereof as provided in Section 9.01;

(q) (i) whether the Bonds of such series, or any Tranche thereof, are to be issued as Global Bonds and if such Bonds are to be issued as Global Bonds, the Depositary for such Global Bonds, (ii) any limitations on the rights of the Holder or Holders of such Bonds to transfer or exchange the same or to obtain the registration of transfer thereof, if other than as provided in Section 3.05, (iii) any limitations on the rights of the Holder or Holders thereof to obtain certificates therefor in definitive form in lieu of temporary form, and (iv) any and all other matters incidental to such Bonds;

(r) to the extent not established pursuant to clause (q) of this paragraph, any limitations on the rights of the Holders of the Bonds of such Series, or any Tranche thereof, to transfer or exchange such Bonds or to obtain the registration of transfer thereof; and if a service charge will be made for the registration of transfer or exchange of Bonds of such series, or any Tranche thereof, the amount or terms thereof;

(s) any exceptions to Section 1.15, or variation in the definition of Business Day, with respect to the Bonds of such series, or any Tranche thereof;

(t) if the principal of Bonds of such series is payable from time to time without presentation or surrender, any method or manner of calculating the principal amount of Bonds of such series that is Outstanding at any time for purposes of this Indenture, if other than as specified in the last proviso of the definition of "**Outstanding**";

(u) provisions, if any, for the exchange of certificates representing Bonds to reflect the effectiveness of the lien of this Indenture on the Lien Effective Date, and any other changes necessary to reflect the effectiveness of the lien of this Indenture on the Lien Effective Date; and

(v) any other terms of the Bonds of such series, or any Tranche thereof.

With respect to Bonds of a series subject to a Periodic Offering, the indenture supplemental hereto or the Board Resolution which establishes such series, or the Officer's Certificate pursuant to such supplemental indenture or Board Resolution, as the case may be, may provide general terms or parameters for Bonds of such series and provide either that the specific terms of Bonds of such series, or any Tranche thereof, shall be specified in a Company Order or that such terms shall be determined by the Company or its agents in accordance with procedures specified in a Company Order as contemplated by Section 5.01(b).

Unless otherwise provided with respect to a series of Bonds as contemplated in clause (b) of Section 3.01, the aggregate principal amount of a series of Bonds may be increased and additional Bonds of such series may be issued up to the maximum aggregate principal amount, if any, authorized with respect to such series as increased.

Anything herein to the contrary notwithstanding, the Trustee shall be under no obligation to authenticate and deliver Bonds of any series the terms of which, established as contemplated by this Section, would adversely affect the rights, duties, obligations, liabilities or immunities of the Trustee under this Indenture or otherwise.

SECTION 3.02. DENOMINATIONS.

Unless otherwise provided as contemplated by Section 3.01 with respect to any series of Bonds, or any Tranche thereof, the Bonds of each series shall be issuable in denominations of One Thousand Dollars (\$1,000) and any integral multiple thereof.

SECTION 3.03. EXECUTION, DATING, CERTIFICATE OF AUTHENTICATION.

Unless otherwise provided as contemplated by Section 3.01 with respect to any series of Bonds, or any Tranche thereof, the Bonds shall be executed on behalf of the Company by any two of the following: the President, the Chief Executive Officer, the Chief Financial Officer, the Principal Accounting Officer, the Vice President of Finance, the Treasurer, an Assistant Treasurer, the Controller, the Corporate Secretary or the Assistant Corporate Secretary. The corporate seal of the Company may be affixed thereto or reproduced thereon and attested by the Company's Corporate Secretary, any Assistant Corporate Secretary or any other officer of the Company as permitted by the Company's bylaws. The signature of any or all of these officers on the Bonds may be manual, electronic or facsimile.

Bonds bearing the manual, electronic or facsimile signatures of individuals who were at the time of execution the President, the Chief Executive Officer, the Chief Financial Officer, the Principal Accounting Officer, the Vice President of Finance, the Treasurer, an Assistant Treasurer, the Controller, the Corporate Secretary or an Assistant Corporate Secretary of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Bonds or did not hold such offices at the date of such Bonds.

Unless otherwise specified as contemplated by Section 3.01 with respect to any series of Bonds, or any Tranche thereof, each Bond shall be dated the date of its authentication.

Unless otherwise specified as contemplated by Section 3.01 with respect to any series of Bonds, or any Tranche thereof, no Bond shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Bond a certificate of authentication substantially in the form provided for herein executed by the Trustee or an Authenticating Agent by manual or electronic signature of an authorized officer thereof, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder and is entitled to the benefits of this Indenture. Notwithstanding the foregoing, if any Bond shall have been authenticated and delivered hereunder to the Company, or any Person acting on its behalf, but shall never have been issued and sold (or pledged) by the Company, and (a) the Company shall deliver such Bond to the Bond Registrar for cancellation or shall cancel such Bond and deliver evidence of such cancellation to the Trustee, in each case as provided in Section 3.09, and (b) the Company, at its election, shall deliver to the Trustee a written statement (which need not comply with Section 1.04 and need not be

accompanied by an Officer's Certificate or an Opinion of Counsel) stating that such Bond has never been issued and sold (or pledged) by the Company, then, for all purposes of this Indenture, such Bond shall be deemed never to have been authenticated and delivered hereunder and shall never be entitled to the benefits hereof.

SECTION 3.04. TEMPORARY BONDS.

Pending the preparation of definitive Bonds of any series, or any Tranche thereof, the Company may execute, and upon Company Order the Trustee shall authenticate and deliver, temporary Bonds which are printed, lithographed, typewritten, mimeographed, photocopied or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Bonds in lieu of which they are issued, with such appropriate insertions, omissions, substitutions and other variations as the officers executing such Bonds may determine, as evidenced by their execution of such Bonds.

Except as otherwise specified as contemplated by Section 3.01 with respect to the Bonds of any series, or any Tranche thereof, after the preparation of definitive Bonds of such series or Tranche, the temporary Bonds of such series or Tranche shall be exchangeable, without charge to the Holder thereof, for definitive Bonds of such series or Tranche upon surrender of such temporary Bonds at the office or agency of the Company maintained pursuant to Section 7.02 in a Place of Payment for such Bonds. Upon such surrender of temporary Bonds, the Company shall, except as otherwise specified as contemplated by Section 3.01, execute and the Trustee shall authenticate and deliver in exchange therefor definitive Bonds of the same series and Tranche, of authorized denominations and of like tenor and aggregate principal amount.

Until exchanged in full as hereinabove provided, temporary Bonds shall in all respects be entitled to the same benefits under this Indenture as definitive Bonds of the same series and Tranche and of like tenor authenticated and delivered hereunder.

SECTION 3.05. REGISTRATION, REGISTRATION OF TRANSFER AND EXCHANGE.

The Company shall cause to be kept in one of the offices designated pursuant to Section 7.02, with respect to the Bonds of each series, or any Tranche thereof, a register (the "**Bond Register**") in which, subject to such reasonable regulations as it may prescribe, the Company shall provide for the registration of Bonds of such series or Tranche and the registration of transfer thereof. Pursuant to Section 3.01(f), the Company shall designate one Person to maintain the Bond Register for the Bonds of each series, and such Person is referred to herein, with respect to such series, as the "**Bond Registrar**." Anything herein to the contrary notwithstanding, the Company may designate one or more of its offices, or one or more offices of any of its Affiliates, as an office in which a Bond Register with respect to the Bonds of one or more series, or any Tranche or Tranches thereof, shall be maintained, and the Company may designate itself or any Affiliate the Bond Registrar with respect to one or more of such series. The Bond Register(s) shall be open for inspection by the Trustee and the Company at all reasonable times. Unless otherwise specified in or pursuant to this Indenture or the Bonds, the Trustee shall be the initial Bond Registrar for each series of Bonds.

Except as otherwise specified as contemplated by Section 3.01 with respect to the Bonds of any series, or any Tranche thereof, and except as provided below with respect to Global Bonds, upon surrender for registration of transfer of any Bond of such series or Tranche at the office or agency of the Company maintained pursuant to Section 7.02 in a Place of Payment for such series or Tranche, the Company shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same series and Tranche, of authorized denominations and of like tenor and aggregate principal amount.

Except as otherwise specified as contemplated by Section 3.01 with respect to the Bonds of any series, or any Tranche thereof, any Bond of such series or Tranche may be exchanged at the option of the Holder, for one or more new Bonds of the same series and Tranche, of authorized denominations and of like tenor and aggregate principal amount, upon surrender of the Bonds to be exchanged at any such office or agency. Whenever any Bonds are so surrendered for exchange,

the Company shall execute, and the Trustee shall authenticate and deliver, the Bonds which the Holder making the exchange is entitled to receive.

All Bonds delivered upon any registration of transfer or exchange of Bonds shall be valid obligations of the Company, evidencing the same obligation, and entitled to the same benefits under this Indenture, as the Bonds surrendered upon such registration of transfer or exchange. Every Bond presented or surrendered for registration of transfer shall be duly endorsed or shall be accompanied by a written instrument of transfer in form satisfactory to the Company, the Trustee or the Bond Registrar, as the case may be, duly executed by the Holder thereof or his attorney duly authorized in writing. Every Bond presented or surrendered for exchange shall (if so required by the Company, the Trustee or the Bond Registrar) be duly endorsed or shall be accompanied by a written instrument of transfer in form satisfactory to the Company, the Trustee or the Bond Registrar, as the case may be, duly executed by the Holder thereof or such Holder's attorney duly authorized in writing.

Unless otherwise specified as contemplated by Section 3.01 with respect to Bonds of any series, or any Tranche thereof, no service charge shall be made for any registration of transfer or exchange of Bonds, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Bonds, other than exchanges pursuant to Section 3.04, 6.06 or 14.06 not involving any transfer.

The Company shall not be required to execute or to provide for the registration of transfer or the exchange of (a) Bonds of any series, or any Tranche thereof, during a period of fifteen (15) days immediately preceding the date notice is to be given identifying the serial numbers (or with respect to Global Bonds, CUSIP numbers) of the Bonds of such series or Tranche called for redemption or (b) any Bond so selected for redemption in whole or in part, except the unredeemed portion of any Bond being redeemed in part.

SECTION 3.06. MUTILATED, DESTROYED, LOST AND STOLEN BONDS.

If any mutilated Bond is surrendered to the Trustee, the Company shall execute and the Trustee shall authenticate and deliver in exchange therefor a new Bond of the same series and Tranche, and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

If there shall be delivered to the Company and the Trustee (a) evidence to their satisfaction of the ownership of and the destruction, loss or theft of any Bond and (b) such security and/or indemnity as may be reasonably required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Company or the Trustee that such Bond is held by a protected purchaser, the Company shall execute and the Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Bond, a new Bond of the same series and Tranche, and of like tenor and principal amount and bearing a number not contemporaneously outstanding.

Notwithstanding the foregoing, in case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Company in its discretion may, but subject to compliance with the foregoing conditions, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond under this Section, the Company may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other reasonable expenses (including the fees and expenses of the Trustee) in connection therewith.

Every new Bond of any series issued pursuant to this Section in lieu of any destroyed, lost or stolen Bond shall constitute an additional contractual obligation of the Company, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone other than the Holder of such new Bond, and any such new Bond shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds of such series duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 3.07. PAYMENT OF INTEREST; INTEREST RIGHTS PRESERVED.

Unless otherwise specified as contemplated by Section 3.01 with respect to the Bonds of any series, or any Tranche thereof, interest on any Bond which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the Person in whose name that Bond (or one or more Predecessor Bonds) is registered at the close of business on the Regular Record Date for such interest, except that, unless otherwise provided in the Bonds of such series, interest payable on the Stated Maturity of the principal of a Bond shall be paid to the Person to whom principal is paid. Except in the case of a Global Bond (such interest to be paid in accordance with the Depository's applicable policies and procedures) at the option of the Company, interest on any series of Bonds may be paid by (i) check mailed to the address of the Person entitled thereto as it shall appear on the Bond Register of such series or (ii) wire transfer in immediately available funds at such place and to such account as designated in writing by the Person entitled thereto as specified in the Bond Register of such series.

Any interest on any Bond of any series which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "**Defaulted Interest**") shall forthwith cease to be payable to the Holder on the related Regular Record Date by virtue of having been such Holder, and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in clause (a) or (b) below:

(a) The Company may elect to make payment of any Defaulted Interest to the Persons in whose names the Bonds of such series (or their respective Predecessor Bonds) are registered at the close of business on a date (herein called a "**Special Record Date**") for the payment of such Defaulted Interest, which shall be fixed in the following manner: The Company shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond of such series and the date of the proposed payment, and at the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the Persons entitled to such Defaulted Interest as in this clause provided. Thereupon the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than thirty (30) days and not less than ten (10) days prior to the date of the proposed payment and not less than twenty-five (25) days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall, not less than fifteen (15) days prior to such Special Record Date, cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be given to each Holder of Bonds of such series. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the Persons in whose names the Bonds of such series (or their respective Predecessor Bonds) are registered at the close of business on such Special Record Date.

(b) The Company may make payment of any Defaulted Interest on the Bonds of any series in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Bonds may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section and Section 3.05, each Bond delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

SECTION 3.08. PERSONS DEEMED OWNERS.

Prior to due presentment of a Bond for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and (subject to Sections 3.05 and 3.07) interest, if any, on such Bond and for all other purposes whatsoever, whether or not such Bond be overdue, and none of the Company, the Trustee or any agent of the Company or the Trustee shall be affected by notice to the contrary.

SECTION 3.09. CANCELLATION BY BOND REGISTRAR.

All Bonds surrendered for payment, redemption, registration of transfer or exchange shall, if surrendered to any Person other than the Bond Registrar, be delivered to the Bond Registrar and, if not theretofore canceled, shall be promptly canceled by the Bond Registrar. The Company may at any time deliver to the Bond Registrar for cancellation any Bonds previously authenticated and delivered hereunder which the Company may have acquired in any manner whatsoever or which the Company shall not have issued and sold (or pledged), and all Bonds so delivered shall be promptly canceled by the Bond Registrar. No Bonds shall be authenticated in lieu of or in exchange for any Bonds canceled as provided in this Section, except as expressly permitted by this Indenture. All canceled Bonds held by the Bond Registrar shall be disposed of in accordance with the Bond Registrar's then customary practice for disposing of securities, unless otherwise directed by a Company Order.

SECTION 3.10. COMPUTATION OF INTEREST.

Except as otherwise specified as contemplated by Section 3.01 for Bonds of any series, or any Tranche thereof, interest on the Bonds of each series shall be computed on the basis of a three hundred sixty (360) day year consisting of twelve (12) thirty (30) day months and, with respect to any period less than a full calendar month, on the basis of the actual number of days elapsed during such period.

SECTION 3.11. PAYMENT TO BE IN PROPER CURRENCY.

In the case of the Bonds of any series, or any Tranche thereof, denominated in any currency other than Dollars or in a composite currency (the "**Required Currency**"), except as otherwise specified with respect to such Bonds as contemplated by Section 3.01, the obligation of the Company to make any payment of the principal thereof, or the premium, if any, or interest, if any, thereon, shall not be discharged or satisfied by any tender by the Company in any currency other than the Required Currency, except to the extent that such tender shall result in the applicable Paying Agent timely holding the full amount of the Required Currency then due and payable. If any such tender is in a currency other than the Required Currency, an exchange rate agent appointed by the Company may take such actions as it considers appropriate to exchange such currency for the Required Currency. The costs and risks of any such exchange, including without limitation the risks of delay and exchange rate fluctuation, shall be borne by the Company and the Company shall remain fully liable for any shortfall or delinquency in the full amount of Required Currency then due and payable.

SECTION 3.12. CUSIP NUMBERS.

The Company, in issuing the Bonds, may use "CUSIP" or other similar numbers (if then generally in use), and, if so, the Trustee or Bond Registrar may use CUSIP or such other numbers in notices of redemption as a convenience to Holders; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds, in which case none of the Company or, as the case may be, the Trustee or the Bond Registrar, or any agent of any of them, shall have any liability in respect of any CUSIP number used on any such notice, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the CUSIP numbers.

SECTION 3.13. EXTENSION OF INTEREST PAYMENT.

The Company shall have the right at any time, to extend interest payment periods on all the Bonds of any series hereunder, if so specified as contemplated by Section 3.01 with respect to such Bonds and upon such terms as may be specified as contemplated by Section 3.01 with respect to such Bonds.

SECTION 3.14. GLOBAL BONDS.

If the Company shall establish pursuant to Section 3.01(q) that the Bonds of a series, or a Tranche thereof, are to be issued in whole or in part in the form of one or more Global Bonds, then the Company shall execute and the Trustee shall, in accordance with this Section and the Company Order with respect to such series or Tranche, authenticate and deliver one or more Global Bonds in temporary or permanent form that (i) shall represent and shall be denominated in an aggregate amount equal to the aggregate principal amount of the Outstanding Bonds of such series or Tranche, to be represented by one or more Global Bonds, (ii) shall be registered in the name of the Depositary for such Global Bond or Bonds or the nominee of such Depositary, (iii) shall be delivered by the Trustee to such Depositary or pursuant to such Depositary's instruction or held by the Trustee as custodian for the Depositary, and (iv) shall bear a legend substantially to the following effect: "Unless and until it is exchanged in whole or in part for Bonds in definitive form, this Bond may not be transferred except as a whole by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary."

ARTICLE IV**LIEN EFFECTIVE DATE****SECTION 4.01. LIEN EFFECTIVE DATE.**

The security interest in, and lien on, the Mortgaged Property pursuant to this Indenture shall become effective on a date (the "**Lien Effective Date**"), which shall be the date of delivery by the Company to the Trustee of each of the following:

- (a) An Officer's Certificate stating that, prior to or concurrently with the Lien Effective Date any further security documents required to create the Lien in the Mortgaged Property will be executed and delivered (to the extent any such document is required to be delivered on such date).
- (b) A Company Order requesting execution and delivery by the Trustee of a supplemental indenture (such Company Order to be accompanied by the documents required by Section 1.04 hereof), if deemed necessary or desirable by the Company to effectuate the lien of this Indenture, and such other instruments (in form and substance reasonably satisfactory to the Trustee) as the Company may deem necessary or desirable to effectuate the lien of this Indenture;
- (c) An Opinion of Counsel to the effect that this Indenture creates, or upon the taking of actions specified in said opinion, will create a lien on all the Property Additions made the basis of the authentication and delivery of Bonds issued prior to the Lien Effective Date, subject, to the knowledge of such counsel, to no Lien thereon prior to the lien of this Indenture, except Permitted Liens; and
- (d) An Officer's Certificate stating that, to the knowledge of the signer, no Event of Default has occurred and is continuing.

Upon the occurrence of the Lien Effective Date, the Trustee shall, at the sole cost and expense of the Company, promptly (i) execute and deliver to the order of the Company the documents and instruments (in form and substance reasonably satisfactory to the Trustee) that the Company deems reasonably necessary to effectuate the lien of this Indenture and (ii) execute and deliver to the Company such deeds, and other documents and instruments (in form and substance

reasonably satisfactory to the Trustee) as, in the judgment of the Company, shall be necessary, desirable or appropriate to effect or evidence the lien of this Indenture.

Upon the occurrence of the Lien Effective Date and notwithstanding any other provision of this Indenture or the Bonds, all Bonds, automatically and without any further action by the Company, the Trustee, or any Holders, shall be secured by the Mortgaged Property and shall constitute secured obligations of the Company, and the provisions of this Indenture and the Bonds shall be construed consistently with the status of the Bonds as secured obligations of the Company.

The Company shall, as promptly as practicable after the occurrence of the Lien Effective Date, give notice to all Holders of the occurrence of the Lien Effective Date in the same manner as a notice of redemption.

ARTICLE V

ISSUANCE OF BONDS

SECTION 5.01. GENERAL.

Subject to the provisions of Section 5.02, 5.03 or 5.04, whichever may be applicable, the Trustee shall authenticate and deliver Bonds of a series, for original issue, at one time or from time to time in accordance with the Company Order referred to below, upon receipt by the Trustee of:

- (a) the instrument or instruments establishing the form or forms and terms of such series, as provided in Sections 2.01 and 3.01;
- (b) a Company Order requesting the authentication and delivery of such Bonds and, to the extent that the terms of such Bonds shall not have been established in an indenture supplemental hereto or in a Board Resolution, or in an Officer's Certificate pursuant to a supplemental indenture or Board Resolution, all as contemplated by Section 3.01, either (i) establishing such terms or (ii) in the case of Bonds of a series subject to a Periodic Offering, specifying procedures by which such terms are to be established (which procedures may provide for authentication and delivery pursuant to oral or electronic instructions from the Company or any agent or agents thereof, which oral instructions are to be promptly confirmed electronically or in writing), in either case in accordance with the instrument or instruments delivered pursuant to clause (a) above;
- (c) the Bonds of such series, executed on behalf of the Company by an officer specified in Section 3.03;
- (d) an Opinion of Counsel to the effect that:
 - (i) the form or forms of such Bonds have been duly authorized by the Company and have been established in conformity with the provisions of this Indenture;
 - (ii) the terms of such Bonds have been duly authorized by the Company and have been established in conformity with the provisions of this Indenture; and
 - (iii) when such Bonds shall have been authenticated and delivered by the Trustee and issued and delivered by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, such Bonds will have been duly issued under this Indenture, will constitute valid obligations of the Company enforceable in accordance with their terms, subject to laws relating to or affecting generally the enforcement of mortgagees' and other creditors' rights, including, without limitation, bankruptcy and insolvency laws, and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and will be entitled to the benefits provided by this Indenture;

provided, however, that, with respect to Bonds of a series subject to a Periodic Offering, the Trustee shall be entitled to receive such Opinion of Counsel only once at or prior to the time of the first authentication and delivery of such Bonds (provided that such Opinion of Counsel addresses

the authentication and delivery of all such Bonds) and that, in lieu of the opinions described in clauses (ii) and (iii) above, counsel may opine that:

(x) when the terms of such Bonds shall have been established pursuant to a Company Order or Orders or pursuant to such procedures as may be specified from time to time by a Company Order or Orders, all as contemplated by and in accordance with the instrument or instruments delivered pursuant to clause (a) above, such terms will have been duly authorized by the Company and will have been established in conformity with the provisions of this Indenture; and

(y) when such Bonds shall have been authenticated and delivered by the Trustee in accordance with this Indenture and the Company Order or Orders or the specified procedures referred to in paragraph (x) above and issued and delivered by the Company in the manner and subject to any conditions specified in such Opinion of Counsel, such Bonds will have been duly issued under this Indenture, will constitute valid obligations of the Company enforceable in accordance with their terms, subject to laws relating to or affecting generally the enforcement of mortgagees' and other creditors' rights, including, without limitation, bankruptcy and insolvency laws, and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law), and will be entitled to the benefits provided by this Indenture;

(e) an Officer's Certificate to the effect that, to the knowledge of the signer, no Event of Default has occurred and is continuing; provided, however, that with respect to Bonds of a series subject to a Periodic Offering, either (i) such an Officer's Certificate shall be delivered at the time of the authentication and delivery of each Bond of such series or (ii) the Officer's Certificate delivered at or prior to the time of the first authentication and delivery of the Bonds of such series shall state that the statements therein shall be deemed to be made at the time of each, or each subsequent, authentication and delivery of Bonds of such series; and

(f) such other Opinions of Counsel, certificates and other documents as may be required under Section 5.02, 5.03 or 5.04, whichever may be applicable to the authentication and delivery of the Bonds of such series.

SECTION 5.02. ISSUANCE OF BONDS ON THE BASIS OF PROPERTY ADDITIONS.

(a) Bonds of any one or more series may be authenticated and delivered on the basis of Property Additions which, prior to the issuance of such Bonds, constitute Unfunded Property, in a principal amount not exceeding seventy percent (70%) of the Adjusted Property Additions Basis of such Property Additions.

(b) Bonds of any series shall be authenticated and delivered by the Trustee on the basis of Property Additions which, prior to the issuance of such Bonds, constitute Unfunded Property, upon receipt by the Trustee of:

(i) the documents with respect to the Bonds of such series specified in Section 5.01;

(ii) an Expert's Certificate dated as of a date not more than ninety (90) days prior to the date of the Company Order requesting the authentication and delivery of such Bonds, substantially in the form attached hereto as Schedule 1,

(A) describing all property constituting Property Additions and designated by the Company, in its discretion, to be made the basis of the authentication and delivery of such Bonds (such description of property to be made by reference, at the election of the Company, either to specified items, units and/or elements of property or portions thereof, on a percentage or Dollar basis, or to properties reflected in specified accounts or subaccounts in the Company's books of account or portions thereof, on a Dollar basis), and stating that all such property constitutes Property Additions;

(B) stating (I) the Cost of such Property Additions, (II) to the extent such Property Additions are subject to a Senior Lien securing Senior Lien Obligations, the outstanding principal amount of such Senior Lien Obligations as of the date of such certificate, and (III) the Net Cost of such Property Additions;

(C) stating that such Property Additions are desirable for use in the conduct of the business, or one of the businesses, of the Company;

(D) stating that such Property Additions, to the extent of the Property Additions Basis thereof that is to be made the basis of the authentication and delivery of such Bonds, constitute, prior to the issuance of such Bonds, Unfunded Property;

(E) stating, except as to such Property Additions acquired, made or constructed wholly through the delivery of securities or property other than cash, the amount of cash forming all or part of the Cost thereof;

(F) briefly describing, with respect to any Property Additions acquired, made or constructed in whole or in part through the delivery of securities or property other than cash, the securities or other property so delivered, stating the date of such delivery and stating, in the judgment of the signers, the fair market value in cash of such securities or other property at the time of delivery thereof in payment for the acquisition or construction of such Property Additions;

(G) stating what part, if any, of such Property Additions includes property which constitutes an Acquired Facility and stating whether or not, in the judgment of the signers, the Fair Value to the Company of any such Acquired Facility, as of the date of such certificate, is a De Minimis Amount;

(H) stating (I) in the judgment of the signers, the Fair Value to the Company, as of the date of such certificate, of such Property Additions, except any thereof with respect to the Fair Value to the Company of which a statement is to be made in an Independent Expert's Certificate pursuant to clause (iii) below, and (II) the Net Fair Value of such Property Additions;

(I) if any property included in such Property Additions is subject to a Lien of the character described (x) in clause (f) of the definition of Permitted Liens, stating that such Lien does not, in the judgment of the signers, materially impair the use by the Company of the Mortgaged Property considered as a whole for the purposes for which it is held by the Company, or (y) in clause (j)(ii) of the definition of Permitted Liens, stating that such Lien does not, in the judgment of the signers, materially impair the use by the Company of such Mortgaged Property for the purposes for which it is held by the Company or (z) in clause (q)(ii) of the definition of Permitted Liens, stating that the enforcement of such Lien would not, in the judgment of the signers, adversely affect the interests of the Company in such Mortgaged Property in any material respect;

(J) stating the amount required to be deducted under Section 1.03(b)(i) and the amounts elected to be added under Section 1.03(b)(ii) in respect of Funded Property Retired of the Company;

(K) stating the Adjusted Property Additions Basis of such Property Additions;

(L) stating the amount equal to seventy percent (70%) of the Adjusted Property Additions Basis stated pursuant to clause (K) above; and

(M) stating the aggregate principal amount of the Bonds to be authenticated and delivered on the basis of such Property Additions (such amount not to exceed the amount stated pursuant to clause (L) above);

(iii) if any Property Additions are shown by the Expert's Certificate provided for in clause (ii) above to include property which constitutes an Acquired Facility or Pledged Securities and such certificate does not show the Fair Value thereof to the Company as of the date of such certificate to be a De Minimis Amount, an Independent Expert's Certificate stating, in the judgment of the signer, the Fair Value to the Company, as of the date of such Independent Expert's Certificate, of (X) such Property Additions which constitute an Acquired Facility and (at the option of the

Company) as to any other Property Additions included in the Expert's Certificate provided for in clause (ii) above, (Y) such Pledged Securities, and (Z) in case such Independent Expert's Certificate is being delivered in connection with the authentication and delivery of Bonds, any other Acquired Facility or Pledged Securities which have been subjected to the lien of this Indenture since the commencement of the then current calendar year as the basis for the authentication and delivery of Bonds and as to which an Independent Expert's Certificate has not previously been furnished to the Trustee;

(iv) an Opinion of Counsel to the effect:

(A) if such Opinion of Counsel is delivered on or after the Lien Effective Date, that this Indenture creates, or upon the taking of actions specified in said opinion, will create a lien on all the Property Additions to be made the basis of the authentication and delivery of such Bonds, subject, to the knowledge of such counsel, to no Lien thereon prior to the lien of this Indenture, except Permitted Liens; and

(B) that the Company has corporate power and authority to operate such Property Additions; and

(v) copies of the instruments of conveyance, assignment and transfer, if any, specified in the Opinion of Counsel provided for in clause (iii) above.

SECTION 5.03. ISSUANCE OF BONDS ON THE BASIS OF RETIRED BONDS.

(a) Bonds of any one or more series may be authenticated and delivered on the basis of, and in an aggregate principal amount not exceeding the aggregate principal amount of, Retired Bonds.

(b) Bonds of any series shall be authenticated and delivered by the Trustee on the basis of Retired Bonds upon receipt by the Trustee of:

(i) the documents with respect to the Bonds of such series specified in Section 5.01; and

(ii) an Officer's Certificate stating that (1) Bonds, specified by series, in an aggregate principal amount not less than the aggregate principal amount of Bonds to be authenticated and delivered on the basis of Retired Bonds pursuant to this Section 5.03, have theretofore been authenticated and delivered, (2) such Bonds are the basis for the authentication and delivery of Bonds pursuant to this Section 5.03, and (3) such Bonds constitute Retired Bonds as of the date of such Officer's Certificate or concurrently with the authentication and delivery of the Bonds will constitute Retired Bonds.

SECTION 5.04. ISSUANCE OF BONDS ON THE BASIS OF DEPOSIT OF CASH.

(a) Bonds of any one or more series may be authenticated and delivered on the basis of, and in an aggregate principal not exceeding the amount of, any deposit with the Trustee of cash for such purpose.

(b) Bonds of any series shall be authenticated and delivered by the Trustee on the basis of the deposit of cash when the Trustee shall have received, in addition to such deposit, the documents with respect to the Bonds of such series specified in Section 5.01.

(c) All cash deposited with the Trustee under the provisions of this Section (herein referred to as "**Deposited Cash**") shall be held by the Trustee, shall constitute Mortgaged Property and may be withdrawn from time to time by the Company free and clear of any Lien, upon delivery of a Company Order to the Trustee, in an amount equal to the aggregate principal amount of Bonds to the authentication and delivery of which the Company shall be entitled under Section 5.02 or 5.03 hereof.

In case such withdrawal of Deposited Cash is, in whole or in part, based upon Property Additions which constitute Unfunded Property, the Company shall comply with Section 5.02 as if such Property Additions were being made the basis for the authentication and delivery of Bonds thereon equivalent in principal amount to the amount of the Deposited Cash to be withdrawn on

such basis; or in case the withdrawal of Deposited Cash is, in whole or in part, based upon the right to the authentication and delivery of Bonds based on the delivery to the Trustee of Retired Bonds, the Company shall comply with Section 5.03 relating to such authentication and delivery, recognizing that, in each such case, the action being taken is the withdrawal of Deposited Cash rather than the authentication and delivery of Bonds; provided, however, that the Company shall not in any event be required to deliver the documents specified in Section 5.01.

Any withdrawal of Deposited Cash under this subsection (c) shall operate as a waiver by the Company of its right to the authentication and delivery of the Bonds on which such withdrawal is based and such Bonds may not thereafter be authenticated and delivered hereunder. Any Property Additions which have been made the basis of any such right to the authentication and delivery of Bonds so waived shall be deemed to have been made the basis of the withdrawal of such Deposited Cash and shall constitute Funded Property hereunder; and any Retired Bonds which have been made the basis of any such right to the authentication and delivery of Bonds so waived shall be deemed to have been made the basis of the withdrawal of such Deposited Cash.

(d) If at any time the Company shall so direct, any Deposited Cash may be used or applied to the purchase, payment or redemption of Bonds in the manner and subject to the conditions provided in clauses (d) and (e) of Section 8.07.

SECTION 5.05. ISSUANCE OF ADDITIONAL BONDS.

The Company may issue additional Bonds of any series from time to time in accordance with this Article V, having the same terms in all respects as the applicable series of Bonds (except for the date of issuance, the issue price, and, in some cases, the initial interest accrual date and the first Interest Payment Date). Any such additional Bonds of any series shall be fungible with the original Bonds of such series for Federal income tax purposes or shall be initially issued using a different CUSIP. Each series of Bonds and any additional Bonds issued on the same terms and conditions would rank equally and ratably and should be treated as a single series for all purposes under this Indenture.

ARTICLE VI

REDEMPTION OF BONDS

SECTION 6.01. APPLICABILITY OF ARTICLE.

Bonds of any series, or any Tranche thereof, which are redeemable before their Stated Maturity shall be redeemable in accordance with their terms and (except as otherwise specified as contemplated by Section 3.01 for Bonds of such series or Tranche) in accordance with this Article.

SECTION 6.02. ELECTION TO REDEEM; NOTICE TO TRUSTEE.

The election of the Company to redeem any Bonds shall be evidenced by a Board Resolution or an Officer's Certificate. The Company shall, at least forty-five (45) days prior to the Redemption Date fixed by the Company (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee in writing of such Redemption Date and of the principal amount of such Bonds to be redeemed. In the case of any redemption of Bonds (a) prior to the expiration of any restriction on such redemption provided in the terms of such Bonds or elsewhere in this Indenture or (b) pursuant to an election of the Company which is subject to a condition specified in the terms of such Bonds, the Company shall furnish the Trustee with an Officer's Certificate evidencing compliance with such restriction or condition.

SECTION 6.03. SELECTION OF BONDS TO BE REDEEMED.

If less than all the Bonds of any series, or any Tranche thereof, are to be redeemed, the particular Bonds to be redeemed shall be selected by the Bond Registrar from the Outstanding Bonds of such series or Tranche not previously called for redemption, by such method as shall be provided for any particular series or Tranche, or, in the absence of any such provision, by lot or by such method of random selection as the Bond Registrar shall deem fair and appropriate and which

may, in any case, provide for the selection for redemption of portions (equal to the minimum authorized denomination for Bonds of such series or Tranche or any integral multiple thereof) of the principal amount of Bonds of such series or Tranche having a denomination larger than the minimum authorized denomination for Bonds of such series or Tranche; provided, however, that if, as indicated in an Officer's Certificate, the Company shall have offered to purchase all or any principal amount of the Bonds then Outstanding of any series, or any Tranche thereof, and less than all of such Bonds as to which such offer was made shall have been tendered to the Company for such purchase, the Bond Registrar, if so directed by Company Order, shall select for redemption all or any principal amount of such Bonds which have not been so tendered; provided, further, that with respect to Global Bonds, the Bonds to be redeemed shall be selected in accordance with the procedures of the Depositary.

Except in the case of Global Bonds, the Bond Registrar shall promptly notify the Company and the Trustee in writing of the Bonds selected for redemption and, in the case of any Bonds selected to be redeemed in part, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bonds redeemed or to be redeemed only in part, to the portion of the principal amount of such Bonds which has been or is to be redeemed.

SECTION 6.04. NOTICE OF REDEMPTION.

Unless otherwise specified with respect to any series of Bonds, or any Tranche thereof, in accordance with Section 3.01, notice of redemption shall be given in the manner provided in Section 1.08 to the Holders of the Bonds to be redeemed not less than ten (10) nor more than sixty (60) days prior to the Redemption Date.

All notices of redemption shall state:

- (a) the Redemption Date,
- (b) the Redemption Price or, if not then ascertainable, the manner of calculation thereof,
- (c) if less than all the Bonds of any series or Tranche are to be redeemed, the identification of the particular Bonds to be redeemed and the portion of the principal amount of any Bond to be redeemed in part,
- (d) that on the Redemption Date, the Redemption Price, together with accrued interest, if any, to the Redemption Date, will become due and payable upon each such Bond to be redeemed and, if applicable, that interest thereon will cease to accrue on and after said date; provided, that if a conditional notice shall be given, other appropriate language shall be inserted indicating the conditional nature of the redemption,
- (e) the place or places where such Bonds are to be surrendered for payment of the Redemption Price and accrued interest, if any, unless it shall have been specified as contemplated by Section 3.01 with respect to such Bonds that such surrender shall not be required,
- (f) that the redemption is for a sinking or other fund, if such is the case, and
- (g) such other matters as the Company shall deem desirable or appropriate.

Unless otherwise specified with respect to any series of Bonds, or any Tranche thereof, in accordance with Section 3.01, with respect to any redemption of Bonds at the election of the Company or any redemption which is contingent on the occurrence or nonoccurrence of an event or condition which cannot be ascertained prior to the time a redemption notice is required to be given hereunder, such notice may state that such redemption shall be conditional upon receipt by the Trustee or the Paying Agent or Agents for such Bonds, on or prior to the date fixed for such redemption, of money sufficient to pay the Redemption Price of such Bonds and accrued interest, if any, thereon to the Redemption Date (or written direction from the Company to apply such

money for the payment of such Bonds, if such money shall have been deposited with the Trustee or Paying Agent or Agents upon the condition that the Trustee or Paying Agent or Agents will apply such money only at the written direction of the Company) and that if such money shall not have been so received (or if such money shall have been received but the Trustee or the Paying Agent or Agents have been directed, in writing, by the Company not to apply such money to redeem such Bonds) such notice shall be of no force or effect and the Company shall not be required to redeem such Bonds; provided, however, that conditional notice shall not be given if upon the giving of notice, such Bonds shall be deemed to have been paid in accordance with Section 9.01. In the event that such notice of redemption contains such a condition and such money is not so received, or the Trustee or Paying Agent or Agents have been directed by the Company not to apply such money to the redemption of such Bonds, the redemption shall not be made, and within a reasonable time thereafter notice shall be given, in the manner in which the notice of redemption was given, that such money was not so received or that the Trustee or Paying Agent or Agents have been directed by the Company not to redeem such Bonds and such redemption was not required to be made, and the Trustee or Paying Agent or Agents for the Bonds otherwise to have been redeemed shall promptly return to the Holders thereof any of such Bonds which had been surrendered for payment upon such redemption.

Notice of redemption of Bonds to be redeemed at the election of the Company, and any notice of non-satisfaction of a condition for redemption as aforesaid, shall be given by the Company or, at the Company's written request, by the Bond Registrar in the name and at the expense of the Company. Notice of mandatory redemption of Bonds shall be given by the Company or, at the Company's written request, by the Bond Registrar.

SECTION 6.05. BONDS PAYABLE ON REDEMPTION DATE.

Notice of redemption having been given as aforesaid, and the conditions, if any, set forth in such notice having been satisfied, the Bonds or portions thereof so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless, in the case of an unconditional notice of redemption, the Company shall default in the payment of the Redemption Price and accrued interest, if any) such Bonds or portions thereof, if interest-bearing, shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with such notice, such Bond or portion thereof shall be paid by the Company at the Redemption Price, together with accrued interest, if any, to the Redemption Date; provided, however, that no such surrender shall be a condition to such payment if so specified as contemplated by Section 3.01 with respect to such Bond; and provided, further, that, except as otherwise specified as contemplated by Section 3.01 with respect to such Bond, any installment of interest on any Bond the Stated Maturity of which installment is on or prior to the Redemption Date shall be payable to the Holder of such Bond, or one or more Predecessor Bonds, registered as such at the close of business on the related Regular Record Date according to the terms of such Bond and subject to the provisions of Section 3.07.

SECTION 6.06. BONDS REDEEMED IN PART.

Upon the surrender of any Bond which is to be redeemed only in part at a Place of Payment therefor (with, if the Company or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing), the Company shall execute, and the Trustee shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series and Tranche, of any authorized denomination requested by such Holder and of like tenor and in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

ARTICLE VII**COVENANTS****SECTION 7.01. PAYMENT OF BONDS; LAWFUL POSSESSION; MAINTENANCE OF LIEN.**

(a) The Company shall pay the principal of and premium, if any, and interest, if any, on the Bonds of each series in accordance with the terms of such Bonds and this Indenture.

(b) At the Execution Date, the Company is lawfully possessed of the Mortgaged Property. From and after the Lien Effective Date, the Company shall maintain and preserve its title to the Mortgaged Property and the lien of this Indenture so long as any Bonds shall remain Outstanding, subject, however, to the provisions of Article VIII and Article XIII.

SECTION 7.02. MAINTENANCE OF OFFICE OR AGENCY.

The Company shall maintain in each Place of Payment for the Bonds of each series, or any Tranche thereof, an office or agency where payment of such Bonds shall be made, and where the registration of transfer or exchange of such Bonds may be effected and where notices and demands to or upon the Company in respect of such Bonds and this Indenture may be served. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of each such office or agency. If at any time the Company shall fail to maintain any such required office or agency in respect of Bonds of any series, or any Tranche thereof, or shall fail to furnish the Trustee with the address thereof, payment of such Bonds shall be made, registration of transfer or exchange thereof may be effected and notices and demands in respect thereof may be served at the Corporate Trust Office of the Trustee, and the Company hereby appoints the Trustee as its agent for all such purposes in any such event.

The Company may also from time to time designate one or more other offices or agencies with respect to the Bonds of one or more series, or any Tranche thereof, for any or all of the foregoing purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency for such purposes. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

Anything herein to the contrary notwithstanding, any office or agency required by this Section may be maintained at an office of the Company, in which event the Company shall perform all functions to be performed at such office or agency.

SECTION 7.03. MONEY FOR BOND PAYMENTS TO BE HELD IN TRUST.

If the Company shall at any time act as its own Paying Agent with respect to the Bonds of any series, or any Tranche thereof, it shall, on or before each due date of the principal of and premium, if any, and interest, if any, on any of such Bonds, segregate and hold in trust for the benefit of the Persons entitled thereto a sum sufficient to pay the principal and premium or interest so becoming due until such sums shall be paid to such Persons or otherwise disposed of as herein provided. The Company shall promptly notify the Trustee, in writing, of any failure by the Company (or any other obligor on such Bonds) to make any payment of principal of or premium, if any, or interest, if any, on such Bonds.

Whenever the Company shall have one or more Paying Agents for the Bonds of any series, or any Tranche thereof, it shall, on or before each due date of the principal of and premium, if any, and interest, if any, on such Bonds, deposit with such Paying Agents sums sufficient (without duplication) to pay the principal and premium or interest so becoming due, such sums to be held in trust for the benefit of the Persons entitled to such principal, premium or interest, and (unless such Paying Agent is the Trustee) the Company shall promptly notify the Trustee, in writing, of any failure by it so to act.

Upon their appointment as Paying Agent, the Company shall cause each Paying Agent for the Bonds of any series, or any Tranche thereof, other than the Company or the Trustee, to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee, subject to the provisions of this Section, that such Paying Agent shall:

- (a) hold all sums held by it for the payment of the principal of and premium, if any, or interest, if any, on such Bonds in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided;
- (b) give the Trustee written notice of any failure by the Company (or any other obligor upon such Bonds) to make any payment of principal of or premium, if any, or interest, if any, on such Bonds; and
- (c) at any time during the continuance of any such failure, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent and furnish to the Trustee such information as it possesses regarding the names and addresses of the Persons entitled to such sums.

The Company may at any time pay, or by Company Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Company or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Company or such Paying Agent and, if so stated in a Company Order delivered to the Trustee, in accordance with the provisions of Article IX; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Unless otherwise prescribed by applicable law, any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of and premium, if any, or interest, if any, on any Bond and remaining unclaimed for two years after such principal and premium, if any, or interest, if any, has become due and payable shall be paid to the Company on Company Request, or, if then held by the Company, shall be discharged from such trust without further action by the Company, Trustee or any Paying Agent; and, upon such payment or discharge, the Holder of such Bond shall, as an unsecured general creditor and not as the Holder of an Outstanding Bond, look only to the Company for payment of the amount so due and payable and remaining unpaid, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such payment to the Company, shall, upon receipt of a Company Request and at the expense of the Company, cause to be delivered, on one occasion only, notice to such Holder that such money remains unclaimed and that, after a date specified therein, which shall not be less than thirty (30) days from the date of such notice, any unclaimed balance of such money then remaining will be paid to the Company.

SECTION 7.04. CORPORATE EXISTENCE.

Subject to the rights of the Company under Article XIII, the Company shall do or cause to be done all things necessary to preserve and keep its corporate existence in full force and effect.

SECTION 7.05. MAINTENANCE OF PROPERTIES.

From and after the Lien Effective Date, the Company shall cause (or, with respect to property owned in common with others, make reasonable effort to cause) the Mortgaged Property, considered as a whole, to be maintained and kept in good condition, repair and working order and shall cause (or, with respect to property owned in common with others, make reasonable effort to cause) to be made such repairs, renewals, replacements, betterments and improvements thereof, as, in the judgment of the Company, may be necessary in order that the operation of the Mortgaged Property, considered as a whole, may be conducted in accordance with common industry practice; provided, however, that nothing in this Section shall prevent the Company from discontinuing, or causing the discontinuance of, the operation and maintenance of any portion of the Mortgaged Property; and provided, further, that nothing in this Section shall prevent the Company from selling, transferring or otherwise disposing of, or causing the sale, transfer or other disposition of,

any portion of the Mortgaged Property so long as any such sale, transfer or other disposition is permitted by, and conducted in accordance with, the terms of this Indenture.

SECTION 7.06. PAYMENT OF TAXES; LIENS AND DISCHARGE OF LIENS.

(a) From and after the Lien Effective Date, the Company shall pay all taxes and assessments and other governmental charges lawfully levied or assessed upon the Mortgaged Property, or upon any part thereof, or upon the interest of the Trustee in the Mortgaged Property, before the same shall become delinquent, and shall make reasonable effort to observe and conform in all material respects to all valid requirements of any Governmental Authority relative to any of the Mortgaged Property and all covenants, terms and conditions upon or under which any of the Mortgaged Property is held.

(b) From and after the Lien Effective Date, the Company shall not create nor suffer to be created any Lien upon the Mortgaged Property, or any part thereof, prior to, or pari passu with, the lien of this Indenture, other than Permitted Liens; provided, however, that nothing herein shall be construed as a subordination of the lien of this Indenture to any Permitted Liens encumbering any part of the Mortgaged Property except to the extent that such subordination occurs or is effected by operation of law or pursuant to the provisions of Section 8.11 or Section 11.07.

(c) Notwithstanding anything to the contrary contained in this Section, the Company shall not be required (i) to observe or conform to any requirement of a Governmental Authority or to cause to be paid or discharged, or to make provision for, any such Lien, or to pay any such tax, assessment or governmental charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings, (ii) to pay, discharge or make provisions for any tax, assessment or other governmental charge, the validity of which shall not be so contested if adequate security for the payment of such tax, assessment or other governmental charge and for any penalties or interest which may reasonably be anticipated from failure to pay the same shall be given to the Trustee or (iii) to pay, discharge or make provisions for any Liens existing on the Mortgaged Property on and as of the Execution Date; provided that the same constitute Permitted Liens; and provided, further, that nothing in this Section shall prohibit the issuance or other incurrence of additional indebtedness, or the refunding of outstanding indebtedness, secured by any Lien prior to the lien hereof which is permitted under this Section to continue to exist. Notwithstanding the foregoing, the Company shall not increase the principal amount of any Senior Lien Obligations secured by a Senior Lien on any Funded Property.

SECTION 7.07. INSURANCE.

(a) The Company shall (i) subject to commercially reasonable availability, keep or cause to be kept all Mortgaged Property insured against loss by fire, to the extent that property of similar character is usually so insured by companies similarly situated and operating like properties, to a reasonable amount with reasonable deductibles, by reputable insurance companies, the proceeds of such insurance (except as to any Minor Loss) to be made payable, subject to applicable law, to the Trustee as the interest of the Trustee may appear, or to any holder of a Senior Lien securing Senior Lien Obligations if the terms of the applicable Senior Lien require such payment, or (ii) in lieu of or supplementing such insurance in whole or in part, adopt some other method or plan of protection against loss by fire at least equal in protection to the method or plan of protection against loss by fire of companies similarly situated and operating properties subject to similar fire hazards or properties on which an equal primary fire insurance rate has been set by reputable insurance companies; and if the Company shall adopt such other method or plan of protection, it shall, subject to applicable law (and except as to any Minor Loss) pay to the Trustee on account of any loss covered by such method or plan an amount in cash equal to the amount of such loss less any amounts otherwise paid to the Trustee in respect of such loss or paid to any holder of a Senior Lien securing Senior Lien Obligations in respect of such loss if the terms of the applicable Senior Lien require such payment. Any cash so required to be paid by the Company pursuant to any such method or plan shall for the purposes of this Indenture be deemed to be proceeds of insurance. In case of the adoption of such other method or plan of protection, the Company shall also furnish to the Trustee a certificate of an actuary or other qualified Person appointed by the Company with respect to the adequacy of such method or plan.

Anything herein to the contrary notwithstanding, the Company may have fire insurance policies with (i) reasonable deductible limits in line with deductible limits of fire insurance policies of electric utility companies similarly situated and operating like properties and/or (ii) co-insurance or self insurance provisions with a dollar amount per occurrence not exceeding thirty percent (30%) of the loss proceeds otherwise payable.

Anything herein to the contrary notwithstanding, the Company need not keep insured or protected by any other method or plan, as contemplated herein, any part of the Mortgaged Property if such insurance or protection of such part of the Mortgaged Property is no longer available to the Company on commercially reasonable terms.

(b) All moneys paid to the Trustee by the Company in accordance with this Section or received by the Trustee as proceeds of any insurance, in either case on account of a loss on or with respect to Funded Property, shall, subject to the requirements of any Senior Lien upon such Funded Property, be held by the Trustee, constitute Mortgaged Property, and, subject as aforesaid, shall be paid by it to the Company free and clear of any Lien to reimburse the Company for an equal amount expended or committed for expenditure in the rebuilding, renewal and/or replacement of or substitution for the property destroyed, damaged or otherwise lost (such property being referred to in this clause (b) as “**lost property**”), upon receipt by the Trustee of:

(i) a Company Request requesting such payment;

(ii) an Expert’s Certificate:

(A) describing the lost property;

(B) stating the Funded Property Basis of such lost property or, if such damage, destruction or loss shall have affected only a portion of such Funded Property, stating the allocable portion of such Funded Property Basis (such allocation to be made on any reasonable basis as may be determined by the Company);

(C) stating the amounts so expended or committed for expenditure in the rebuilding, renewal, replacement of and/or substitution for such lost property; and

(D) stating (I) the Fair Value to the Company of such lost property as rebuilt or renewed or as to be rebuilt or renewed and/or of the replacement or substituted property (such rebuilt, renewed, replaced or substituted property being referred to in this clause (b) as the “**replaced property**”); provided, that, if any portion of such replaced property is an Acquired Facility and the Fair Value to the Company of such Acquired Facility as set forth in such Expert’s Certificate is not a De Minimis Amount, then an Independent Expert shall opine as to the Fair Value to the Company of such Acquired Facility, (II) to the extent such replaced property is subject to a Senior Lien securing Senior Lien Obligations, the outstanding principal amount of such Senior Lien Obligations as of the date of such certificate, and (III) the Net Fair Value of such replaced property; and

(iii) an Opinion of Counsel stating that, in the opinion of the signer, the Indenture creates, or upon taking of the actions specified in such opinion, the Indenture will create, a lien on the replaced property.

Any such moneys not so applied within thirty-six (36) months after its receipt by the Trustee, or in respect of which notice in writing of intention to apply the same to the work of rebuilding, renewal, replacement or substitution then in progress and uncompleted shall not have been given to the Trustee by the Company within such thirty-six (36) months, or which the Company shall at any time notify the Trustee, in writing, 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 8.07; provided, however, that (i) if the amount of such moneys shall exceed seventy percent (70%) of the amount stated pursuant to clause (B) in the Expert’s Certificate referred to above, or (ii) if any of such moneys remain after the Company shall have replaced the lost property with replaced property and the Net Fair Value of the replaced property is at least equal to the Funded Property Basis of the lost property, then in each case, the amount of such excess shall not be deemed to be Funded Cash, shall not be subject to Section 8.07 and shall

be remitted to or upon the written order of the Company free and clear of any Lien. All replaced property, to the extent that it has been built or acquired with the proceeds of Funded Cash pursuant to this clause (b), shall constitute Mortgaged Property and Funded Property.

Anything in this Indenture to the contrary notwithstanding, if Mortgaged Property on or with respect to which a loss occurs constitutes Funded Property in part only, the Company may, at its election, obtain the reimbursement of insurance proceeds attributable to the part of such property which constitutes Funded Property under this subsection (b) and obtain the reimbursement of insurance proceeds attributable to the part of such property which constitutes Unfunded Property under subsection (c) of this Section.

(c) All moneys paid to the Trustee by the Company in accordance with this Section or received by the Trustee as proceeds of any insurance, in either case on account of a loss on or with respect to Unfunded Property shall, subject to the requirements of any applicable Senior Lien securing Senior Lien Obligations, be held by the Trustee, constitute Mortgaged Property, and, subject as aforesaid, shall be paid by it to the Company free and clear of any Lien upon receipt by the Trustee of:

(i) a Company Request requesting such payment;

(ii) an Expert's Certificate made and dated not more than ninety (90) days prior to the date of such Company Request, stating:

(A) that such moneys were paid to or received by the Trustee on account of a loss on or with respect to Unfunded Property;

(B) if true, (I) that the aggregate Adjusted Property Additions Basis of all Property Additions which constitute Unfunded Property (excluding, to the extent of such loss, the property on or with respect to which such loss was incurred), is not less than zero (0), or (II) that the amount of such loss does not exceed the aggregate Adjusted Property Additions Basis of all Property Additions acquired, made or constructed on or after the ninetieth (90th) day prior to the date of the Company Request requesting such payment; and

(C) if neither of the statements contemplated in subclause (B) above can be made, the amount by which zero (0) exceeds the amount referred to in subclause (B)(I) above (showing in reasonable detail the calculation thereof) (such amount being referred to in this clause (c) as the "Make-up Amount"); and

(iii) an amount in cash, to be held by the Trustee and to constitute Mortgaged Property, equal to seventy percent (70%) of the Make-up Amount if the Expert's Certificate required by clause (ii) above does not contain either of the statements contemplated in clause (ii)(B) above.

To the extent that the Company shall be entitled to withdraw proceeds of insurance pursuant to this subsection (c), such proceeds shall be deemed not to constitute Funded Cash.

(d) Whenever under the provisions of this Section the Company is required to deliver moneys to the Trustee and at the same time shall have satisfied the conditions set forth herein for payment of moneys by the Trustee to the Company, there shall be paid to or retained by the Trustee or paid to the Company, as the case may be, only the amount net of any taxes or other governmental charges, any administrative or other miscellaneous expenses of the insurance provider and any amounts allowed by this Indenture to be deducted from amounts payable to the Trustee.

SECTION 7.08. RECORDING, FURTHER ASSURANCES.

(a) Following the Lien Effective Date, the Company shall cause this Indenture and all indentures and instruments supplemental hereto (or notices, memoranda or financing statements or amendments thereto as may be recorded or filed to place third parties on notice thereof) (together with accurate and complete legal descriptions of the Mortgaged Property, including after-acquired Mortgaged Property) 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 to fully preserve and protect the security of the Holders of the Bonds and all rights of the Trustee, and shall furnish to the Trustee:

(i) Promptly after the Lien Effective Date and promptly after the execution and delivery of each supplemental indenture following the first supplemental indenture hereto, an Opinion of Counsel either stating that in the opinion of such counsel this Indenture or such supplemental indenture (or any other instrument, notice, memorandum or financing statement in connection therewith) has been properly recorded and filed so as to make effective the lien intended to be created hereby or 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. The Company shall be deemed to be in compliance with this subsection (i) if (x) the Opinion of Counsel herein required to be delivered to the Trustee shall state that this Indenture or such supplemental indenture (or any other instrument, notice, memorandum or financing statement in connection therewith) 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 such counsel (if such is the case), such receipt for record or filing makes effective the lien intended to be created by this Indenture or such supplemental indenture, and (y) such opinion is delivered to the Trustee within such time, following the date of execution of this Indenture, as originally executed and delivered, or such supplemental indenture, as shall be practicable having due regard to the number and distance of the jurisdictions in which this Indenture or such supplemental indenture (or such other instrument, notice, memorandum or financing statement in connection therewith) is required to be recorded or filed; and

(ii) on or before June 1 of each year, beginning June 1, 2026, an Opinion of Counsel stating either (x) 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 subsection (ii) or the first Opinion of Counsel furnished pursuant to clause (i) of this subsection (a), with respect to the recording, filing, re-recording, and re-filing of this Indenture and of each indenture supplemental to this Indenture (or any other instrument, notice, memorandum or financing statement or amendments thereto in connection therewith), as is necessary to maintain the lien hereof, and reciting the details of such action, or (y) that in the opinion of such counsel no such action is necessary to maintain such lien.

(b) From and after the Lien Effective Date, the Company shall authorize, 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 the purposes of this Indenture and to make subject to the lien hereof any property hereafter acquired, made or constructed and 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.

(c) The Company hereby authorizes (in the event the Company fails to do so), from and after the Lien Effective Date, the recordation and filing by the Trustee of one or more financing statements and amendments thereto or any continuation statements with respect thereto to perfect the Trustee's security interest in any portion of the Mortgaged Property. The Company hereby acknowledges, however, that it shall be its responsibility to file all such financing statements, amendments and continuation statements in the first instance.

SECTION 7.09. WAIVER OF CERTAIN COVENANTS.

The Company may omit in any particular instance to comply with any term, provision or condition set forth in

(a) any covenant or restriction specified with respect to the Bonds of any one or more series, or any one or more Tranches thereof, as contemplated by Section 3.01 if before the time for such compliance the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds of all series and Tranches with respect to which compliance with such covenant or restriction is to be omitted, considered as one class, shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such term, provision or condition; provided, however, that no such waiver shall be effective as to any of the matters contemplated in clause (a), (b), (c) or (d) in Section 14.02 without the consent of the Holders specified in such Section; and

(b) Section 7.04, 7.05, 7.06 or 7.07 or Article XIII if, before the time for such compliance, the Holders of not less than a majority in principal amount of Bonds Outstanding under this Indenture shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such term, provision or condition;

but, in either case, no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Company and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect.

SECTION 7.10. ANNUAL OFFICER'S CERTIFICATE AS TO COMPLIANCE.

Not later than June 1 in each year, commencing June 1, 2026, the Company shall deliver to the Trustee a certificate (which need not comply with Section 1.04) executed by the President, the Chief Executive Officer, the Chief Financial Officer, the Principal Accounting Officer, the Vice President of Finance, the Treasurer, an Assistant Treasurer, the Controller, the Corporate Secretary or an Assistant Corporate Secretary, as to such officer's knowledge of the Company's compliance with all conditions and covenants under this Indenture, such compliance to be determined without regard to any period of grace or requirement of notice under this Indenture.

ARTICLE VIII

POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY

SECTION 8.01. QUIET ENJOYMENT.

Unless one or more Events of Default shall have occurred and be continuing, the Company shall be permitted to possess, use, manage, operate and enjoy the Mortgaged Property (except, to the extent not herein otherwise provided, such money, deposit accounts, instruments, investment property and other property as are expressly required by this Indenture to be paid or delivered to, deposited with, or held by, the Trustee hereunder) freely and without any hindrance or interference on the part of the Trustee or of the Holders of the Bonds.

SECTION 8.02. DISPOSITIONS WITHOUT RELEASE.

With respect to any Mortgaged Property or any interest therein, unless an Event of Default shall have occurred and be continuing, the Company may at any time and from time to time, without any release or consent by, or report to, the Trustee:

(a) sell or otherwise dispose of, free from the lien of this Indenture, any machinery, equipment, apparatus, towers, batteries, charging stations, transformers, poles, lines, cables, conduits, ducts, conductors, meters, regulators, services, tools, implements, computers, servers, data processing, data storage, data transmission or telecommunications equipment, or any other fixtures or personalty, 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 upon replacing the same by, or substituting for the same, similar or analogous property, or other property performing a similar or analogous function or otherwise obviating the need therefor (provided, that such similar, analogous or other property constitutes Unfunded Property), having a Cost in the aggregate to the Company at least equal to the Cost in the aggregate of the property sold or otherwise disposed of and subject to the lien hereof, subject to no Liens prior hereto except Permitted Liens and any other Liens to which the property sold or otherwise disposed of was subject;

(b) cancel or make changes or alterations in or substitutions for any and all easements, licenses, permits, servitudes, rights-of-way and similar rights and/or interests which are subject to the lien hereof; and

(c) grant, free from the lien of this Indenture, easements, licenses, permits, ground leases or rights-of-way in, upon, over and/or across the property or rights-of-way of the Company for the purpose of roads, pipe lines, transmission lines, distribution lines, communication lines, railways,

removal of coal or other minerals or timber, and other like purposes, or for the joint or common use of real property, rights-of-way, facilities and/or equipment; provided, however, that such grant shall not materially impair the use of the property or rights-of-way for the purposes for which such property or rights-of-way are held by the Company.

The Trustee shall, from time to time, execute a written instrument with respect to any particular action taken by the Company under this Section in order to confirm, based solely on its receipt of the documents in subclauses (i), (ii) and (iii) below of this clause (c), that such action does not require any release or consent by, or report to, the Trustee, upon receipt by the Trustee of (i) a Company Order requesting the same, (ii) an Officer's Certificate stating that, to the knowledge of the signer, no Event of Default has occurred and is continuing and stating further that said action was duly taken by the Company in conformity with this Section, and (iii) an Opinion of Counsel stating that said action was duly taken by the Company in conformity with this Section.

SECTION 8.03. RELEASE OF FUNDED PROPERTY.

Unless an Event of Default shall have occurred and be continuing, the Company may obtain the release of any part of the Mortgaged Property, or any interest therein, which constitutes Funded Property, and the Trustee shall release all its right, title and interest in and to the same from the lien hereof, upon receipt by the Trustee of:

- (a) a Company Order requesting the release of such property and transmitting therewith a form of instrument to effect such release;
- (b) an Officer's Certificate stating that, to the knowledge of the signer, no Event of Default has occurred and is continuing;
- (c) an Expert's Certificate made and dated not more than ninety (90) days prior to the date of such Company Order, substantially in the form attached hereto as Schedule 2:
 - (i) describing the property to be released;
 - (ii) stating the Fair Value, in the judgment of the signers, of the property to be released;
 - (iii) stating the Funded Property Basis of the property to be released; and
 - (iv) stating that, in the judgment of the signers, such release will not impair the security under this Indenture in contravention of the provisions hereof;
- (d) an Officer's Certificate, substantially in the form attached hereto as Schedule 3, stating:
 - (i) the amount in cash (as used in this section, the "**Cash Deposit Amount**"), if any, to be held by the Trustee and constituting Mortgaged Property (and which cash shall then constitute Funded Cash), which Cash Deposit Amount shall be equal to the difference between (A) the Funded Property Basis of the property to be released, less any taxes and expenses incidental to any sale, exchange, dedication or other disposition of the property to be released, and (B) the aggregate amount of the Cash Deposit Credit Items (as hereinafter defined); and
 - (ii) indicating one or more, or any combination, of the following property (collectively, the "**Cash Deposit Credit Items**"), if any, and the amounts thereof, which together with the Cash Deposit Amount, if any, to be deposited with the Trustee shall form the basis for the release of property requested in the Company Order referred to in clause (a) above of this Section:
 - (A) the aggregate principal amount of any Purchase Money Obligations delivered to the Trustee, to be held by the Trustee and constituting Mortgaged Property, which are secured by Purchase Money Liens upon the property to be released;
 - (B) the Adjusted Property Additions Basis (or, as provided below in this clause (ii)(B), the Property Additions Basis), of any Property Additions which constitute Unfunded Property described in an Expert's Certificate, dated not more than ninety (90) days prior to the date of the Company Order requesting such release and complying with clause (ii) and, to the extent

applicable, clause (iii) in Section 5.02(b), delivered to the Trustee; provided, however, that for purposes of the above, the Property Additions Basis shall be substituted in lieu of the Adjusted Property Additions Basis if such Property Additions were acquired, made or constructed on or after the ninetieth (90th) day preceding the date of such Company Order;

(C) an amount equal to ten-sevenths (10/7ths) of the aggregate principal amount of Bonds to the authentication and delivery of which the Company shall be entitled under the provisions of Section 5.03, by virtue of compliance with all applicable provisions of Section 5.03 (except as hereinafter in this Section otherwise provided); provided, however, that such release shall operate as a waiver by the Company of the right to the authentication and delivery of such Bonds and, to such extent, no such Bonds may thereafter be authenticated and delivered under Section 5.03; and any Bonds which were the basis of such right to the authentication and delivery of Bonds so waived shall be deemed to have been made the basis of such release of property; and

(D) an amount equal to ten-sevenths (10/7ths) of the aggregate principal amount of any Outstanding Bonds delivered to the Trustee.

(e) the Cash Deposit Amount and the Cash Deposit Credit Items stated in such Officer's Certificate delivered to the Trustee pursuant to clause (d) of this Section, which in the aggregate shall be at least equal to the Funded Property Basis of the property to be released, less any taxes and expenses incidental to any sale, exchange, dedication or other disposition of the property to be released;

(f) if the release is on the basis of Property Additions or on the basis of the right to the authentication and delivery of Bonds under Section 5.03, all documents contemplated below in this Section; and

(g) if the release is on the basis of the delivery to the Trustee of Purchase Money Obligations, as described in clause (d)(ii)(A) in this Section, all documents contemplated below in this Section, to the extent required.

If and to the extent that the release of property is, in whole or in part, based upon Property Additions (as described in clause (d)(ii)(B) in this Section), the Company shall, subject to the provisions of said clause (d)(ii)(B) and except as hereafter in this paragraph provided, comply with clauses (ii) through (v) of Section 5.02(b) as if such Property Additions were to be made the basis of the authentication and delivery of Bonds equal in principal amount to seventy percent (70%) of the Funded Property Basis of that portion of the property to be released, as shown by the Expert's Certificate required by clause (c) in this Section, but recognizing that the action to be taken is the release of property rather than the authentication and delivery of Bonds; provided, however, that the Cost of any Property Additions received or to be received by the 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 Fair Value of the property to be released as stated in the Expert's Certificate provided for in clause (c) of this Section, (x) plus the amount of any cash and the fair market value of any other consideration, further to be stated in such Expert'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 in connection with such exchange as additional consideration for such Property Additions and/or (y) less the amount of any cash and the fair market value of any other consideration, which shall also be stated in such Expert's Certificate, received or to be received by the Company in connection with such exchange in addition to such Property Additions. Notwithstanding the foregoing, in no event shall the Company be required to deliver the documents specified in Section 5.01. Any Property Additions which have become the basis for the release of Funded Property pursuant to this Section shall constitute Funded Property.

If and to the extent that the release of property is, in whole or in part, based upon the right to the authentication and delivery of Bonds under Section 5.03 (as described in clause (d)(ii)(C) of this Section), the Company shall, except as hereafter in this paragraph provided, comply with Section 5.03(b) relating to such authentication and delivery, but recognizing that the action to be taken is the release of property rather than the authentication and delivery of Bonds. Notwithstanding the foregoing provisions of this paragraph, in no event shall the Company be required to deliver the documents specified in Section 5.01.

If the release of property is, in whole or in part, based upon the delivery to the Trustee of Purchase Money Obligations (as described in clause (d)(ii)(A) of this Section), the Company shall deliver to the Trustee:

- (a) an Officer's Certificate (i) stating that no event has occurred and is continuing which entitles the holder of the Purchase Money Lien securing such Purchase Money Obligations to accelerate the maturity of the Purchase Money Obligations, if any, outstanding thereunder, (ii) reciting the aggregate principal amount of Purchase Money Obligations, if any, then outstanding thereunder in addition to the Purchase Money Obligations then being delivered in connection with the release of such property and the terms and conditions, if any, on which additional Purchase Money Obligations are permitted to be issued; and
- (b) an Opinion of Counsel stating that, in the opinion of the signer, (i) such Purchase Money Obligations are valid obligations, (ii) such Purchase Money Lien constitutes, or, upon the taking of the actions specified in such opinion, will constitute, a Lien upon the property to be released, subject, to the knowledge of such counsel, to no Lien prior thereto except Liens generally of the character of Permitted Liens and such Liens, if any, as shall have existed thereon immediately prior to such release as Liens prior to the lien of this Indenture, (iii) if any Purchase Money Obligations in addition to the Purchase Money Obligations being delivered in connection with such release of property are then outstanding, or are permitted to be issued, under such Purchase Money Lien, (A) that such Purchase Money Lien constitutes, or, upon the taking of the actions specified in such opinion, will constitute, a Lien upon all other property, if any, purporting to be subject thereto, subject, to the knowledge of such counsel, to no Lien prior thereto except Liens generally of the character of Permitted Liens and Liens permitted to exist or to be hereafter created under Section 7.06 and (B) that the terms of such Purchase Money Lien, as then in effect, do not permit the issuance of Purchase Money Obligations thereunder except on the basis of property generally of the character of Property Additions, the retirement or deposit of outstanding Purchase Money Obligations, the deposit of prior Lien obligations or the deposit of cash.

If the Opinion of Counsel provided to the Trustee pursuant to clause (b) above is conditioned upon the filing and/or recording of any instruments of conveyance, assignment or transfer, the Company shall promptly cause such instruments to be filed and/or recorded in the proper places and manner and shall deliver to the Trustee evidence of such filing and/or recording promptly upon receipt of such evidence by the Company.

Any Outstanding Bonds delivered to the Trustee pursuant to clause (d)(ii)(D) of this Section shall forthwith be canceled by the Trustee. Any cash and/or Purchase Money Obligations deposited with the Trustee pursuant to clause (d)(ii)(A) of this Section, and the proceeds of any such Purchase Money Obligations, shall be held by the Trustee and constitute Mortgaged Property and shall be withdrawn, released, used or applied in the manner, to the extent and for the purposes, and subject to the conditions, provided in Section 8.07.

Anything in this Indenture to the contrary notwithstanding, if property to be released constitutes Funded Property in part only, the Company shall obtain the release of the part of such property which constitutes Funded Property under this Section and obtain the release of the part of such property which constitutes Unfunded Property under Section 8.04; provided, that the foregoing shall not preclude the release of such property under any other applicable Section of this Article VIII. In such event, (i) the application of Property Additions in the release under clause (d)(ii)(B) of this Section shall be taken into account in clause (vi) or clause (vii), whichever may be applicable, of the Expert's Certificate described in clause (c) in Section 8.04 and (ii) the Trustee shall, at the election of the Company, execute and deliver a separate instrument of release with respect to the property released under each of such Sections or a consolidated instrument of release with respect to the property released under both of such Sections considered as a whole. To the extent that only a portion of any Funded Property is to be released under this Section 8.03, the Company shall be entitled to make an allocation of the Funded Property Basis between that portion of the Funded Property being released and that portion of the Funded Property remaining subject to the lien of this Indenture on any reasonable basis as may be determined by the Company.

SECTION 8.04. RELEASE OF PROPERTY CONSTITUTING UNFUNDED PROPERTY.

Unless an Event of Default shall have occurred and be continuing, the Company may obtain the release of any part of the Mortgaged Property, or any interest therein, which constitutes Unfunded Property, and the Trustee shall release all its right, title and interest in and to the same from the lien hereof, upon receipt by the Trustee of:

- (a) a Company Order requesting the release of such property and transmitting therewith a form of instrument to effect such release;
- (b) an Officer's Certificate stating that, to the knowledge of the signer, no Event of Default has occurred and is continuing;
- (c) an Expert's Certificate, made and dated not more than ninety (90) days prior to the date of such Company Order, substantially in the form attached hereto as Schedule 4:
 - (i) describing the property to be released;
 - (ii) stating (A) the Fair Value, in the judgment of the signers, of the property to be released, (B) to the extent such property to be released is subject to a Senior Lien securing Senior Lien Obligations, the outstanding principal amount of such Senior Lien Obligations as of the date of such certificate, and (C) the Net Fair Value of the property to be released;
 - (iii) stating the Cost and Net Cost of the property to be released;
 - (iv) stating the Property Additions Basis of the property to be released;
 - (v) stating that the property to be released constitutes Unfunded Property;
 - (vi) if true, stating (I) that the aggregate Adjusted Property Additions Basis of all Property Additions which constitute Unfunded Property (excluding the property to be released), is not less than zero (0), or (II) that the Adjusted Property Additions Basis of the property to be released does not exceed the aggregate Adjusted Property Additions Basis of all Property Additions acquired, made or constructed on or after the ninetieth (90th) day prior to the date of the Company Order requesting such release;
 - (vii) if neither of the statements contemplated in subclause (vi) above can be made, stating (A) the amount by which zero (0) exceeds the amount referred to in subclause (vi)(I) above (showing in reasonable detail the calculation thereof) (such amount being referred to in this Section as the "Make-up Amount") and (B) the amount in cash, if any, to be deposited by the Company, held by the Trustee, and constitute Mortgaged Property, calculated as described in clause (d) below of this Section; and
 - (viii) stating that, in the judgment of the signers, such release will not impair the security under this Indenture in contravention of the provisions hereof;
- (d) if the Expert's Certificate required by clause (c) above does not contain either of the statements contemplated in clause (c)(vi) above, an amount in cash equal to seventy percent (70%) of the lower of (i) the Property Additions Basis of the property to be released and (ii) the Make-up Amount, less the aggregate of items of the character described in clauses (d)(ii)(C) and (d)(ii)(D) of Section 8.03 then to be used as a credit against cash required to be deposited under this clause (d) (subject, however, to the same limitations and conditions with respect to such items as are set forth in Section 8.03); and
- (e) items of the character described in clause (d) above in this Section, if any, being used by the Company as a credit against cash required to be deposited with the Trustee pursuant to clause (d) above in this Section.

SECTION 8.05. RELEASE OF PROPERTIES WITHIN ANNUAL LIMITS.

(a) Notwithstanding the provisions of Sections 8.03 and 8.04, unless an Event of Default shall have occurred and be continuing, the Company may obtain the release from the lien hereof of any part of the Mortgaged Property, or any interest therein, and the Trustee shall whenever from time to time requested by the Company in a Company Order transmitting therewith a form of instrument to effect such release, and without requiring compliance with any of the provisions of Section 8.03 or 8.04, release from the lien hereof all the right, title and interest of the Trustee in and to the same, provided that the aggregate Fair Value of the property to be so released on any date in a given calendar year, together with the Fair Value of all other property released pursuant to this Section 8.05(a) in such calendar year, shall not exceed the greater of (i) Ten Million Dollars (\$10,000,000) for calendar year 2025; provided, that with respect to any subsequent calendar year, such amount shall be increased by the same percentage increase in the CPI Index for the period commencing January 1, 2025 and ending on January 1 of the applicable calendar year as set forth in an Officer's Certificate delivered to the Trustee and (ii) three percent (3%) of the aggregate principal amount of Bonds then Outstanding.

(b) Prior to the granting of any release under this Section, there shall be delivered to the Trustee:

(i) an Officer's Certificate stating that, to the knowledge of the signer, no Event of Default has occurred and is continuing, and

(ii) an Expert's Certificate stating (A) in the judgment of the signers, the Fair Value of the property to be released and the aggregate Fair Value of all other property theretofore released pursuant to this Section in such calendar year, (B) as to Funded Property, the Funded Property Basis thereof, and (C) that, in the judgment of the signers, the release thereof will not impair the security under this Indenture in contravention of the provisions hereof, substantially in the form attached hereto as Schedule 5.

(c) On or before December 31st of each calendar year, the Company shall deposit with the Trustee an amount in cash equal to seventy percent (70%) of the aggregate Funded Property Basis of the properties constituting Funded Property so released during such year (as used in this section, the "**Cash Deposit Amount**") and such Cash Deposit Amount shall constitute Mortgaged Property; provided, however, that the Cash Deposit Amount may be reduced, at the election of the Company, by any of, or any combination of, the Cash Deposit Credit Items specified in clause (d)(ii) of Section 8.03, subject to all of the limitations and conditions specified in such Section, to the same extent as if such property were being released pursuant to Section 8.03.

Any cash deposited with the Trustee under this Section may thereafter be withdrawn, used or applied in the manner, to the extent and for the purposes, and subject to the conditions, provided in Section 8.07.

SECTION 8.06. PURCHASE MONEY OBLIGATIONS.

(a) Any Purchase Money Obligations delivered to the Trustee in consideration of the release of property from the lien of this Indenture, together with any evidence of the applicable Purchase Money Lien held by the Trustee, shall be released from the lien of this Indenture and delivered to or upon the written order of the Company upon payment by the Company to the Trustee of an amount in cash equal to the aggregate principal amount of such Purchase Money Obligations less the aggregate amount theretofore paid to the Trustee (by the Company, the obligor or otherwise) in respect of the principal of such Purchase Money Obligations, such cash to constitute Mortgaged Property.

(b) The principal of and interest on any such Purchase Money Obligations secured by a Purchase Money Lien held by the Trustee shall be held by the Trustee as and when the same are received by the Trustee and shall constitute Mortgaged Property. The interest received by the Trustee on any such Purchase Money Obligations shall be deemed not to constitute Funded Cash and shall be remitted to the Company free and clear of any Lien; provided, however, that if an Event of Default shall have occurred and be continuing, such proceeds shall constitute Mortgaged

Property and shall be retained by the Trustee until such Event of Default shall have been cured or waived.

(c) The Trustee shall have and may exercise all the rights and powers of any owner of such Purchase Money Obligations and of all substitutions therefor and, without limiting the generality of the foregoing, may collect and receive all insurance moneys payable to it under any of the provisions thereof and apply the same in accordance with the provisions thereof, may consent to extensions thereof at a higher or lower rate of interest, may join in any plan or plans of voluntary or involuntary reorganization or readjustment or rearrangement and may accept and hold hereunder new obligations, stocks or other securities issued in exchange therefor under any such plan. Any discretionary action which the Trustee may be entitled to take in connection with any such Purchase Money Obligations or substitutions therefor shall be taken, so long as no Event of Default shall have occurred and be continuing, in accordance with a Company Order, and, during the continuance of an Event of Default, acting at the written direction by the Holders of at least a majority in aggregate principal amount of the Bonds then Outstanding.

(d) Anything herein to the contrary notwithstanding, the Company may irrevocably waive all right to the withdrawal pursuant to this Section of, and any other rights with respect to, any Purchase Money Obligations held by the Trustee, and the proceeds of any such Purchase Money Obligations, by delivery to the Trustee of a Company Order:

(i) specifying such Purchase Money Obligations and stating that the Company thereby waives all rights to the withdrawal thereof and of the proceeds thereof pursuant to this Section, and any other rights with respect thereto; and

(ii) directing that the principal of such Purchase Money Obligations be applied as provided in clause (e) of Section 8.07, specifying the Bonds to be paid or redeemed or for the payment or redemption of which payment is to be made.

Following any such waiver, the interest on any such Purchase Money Obligations shall be applied to the payment of interest, if any, on the Bonds to be paid or redeemed or for the payment or redemption of which provision is to be made, as specified in the aforesaid Company Order, as and when such interest shall become due from time to time, and any excess funds remaining from time to time after such application shall be applied to the payment of interest on any other Bonds as and when the same shall become due. Pending any such application, the interest on such Purchase Money Obligations shall be invested in Investment Securities specified in a Company Order. The principal of any such Purchase Money Obligations shall be applied solely to the payment of principal of the Bonds to be paid or redeemed or for the payment or redemption of which provision is to be made, as specified in the aforesaid Company Order. Pending such application, the principal of such Purchase Money Obligations shall be invested in Eligible Obligations specified in a Company Order. The obligation of the Company to pay the principal of such Bonds when the same shall become due at Maturity, shall be offset and reduced by the amount of the proceeds of such Purchase Money Obligations then held, and to be applied, by the Trustee in accordance with this paragraph. In no event shall the Trustee be liable for determining whether any investment fits within the criteria set forth in "Investment Securities" or for any loss incurred in connection with the sale of any Investment Security pursuant to this Section. In the absence of a Company Order directing the Trustee to invest cash held by the Trustee hereunder, funds shall remain uninvested until the Trustee shall have received a Company Order directing the Trustee to invest such cash in another Investment Security. The Trustee shall not be accountable or liable for any losses resulting from the sale or depreciation in the market value of investments made pursuant to this Indenture and Company Orders.

SECTION 8.07. WITHDRAWAL OR OTHER APPLICATION OF FUNDED CASH.

Subject to the provisions of Section 5.04 with respect to Deposited Cash and except as hereafter in this Section provided, unless an Event of Default shall have occurred and be continuing, any Funded Cash held by the Trustee, and any other cash which is required to be withdrawn, used or applied as provided in this Section,

(a) may be withdrawn from time to time by the Company free and clear of any Lien to the extent of the Adjusted Property Additions Basis (or, as provided below in this clause (a), the Property Additions Basis) of Property Additions constituting Unfunded Property, described in an Expert's Certificate, dated not more than ninety (90) days prior to the date of the Company Order requesting such withdrawal and complying with clause (ii) and, to the extent applicable, clause (iii) in Section 5.02(b), delivered to the Trustee; provided, however, that, for purposes of the above, the Property Additions Basis shall be substituted in lieu of the Adjusted Property Additions Basis if such Property Additions were acquired, made or constructed on or after the ninetieth (90th) day preceding the date of such Company Order;

(b) may be withdrawn from time to time by the Company free and clear of any Lien in an amount equal to ten-sevenths (10/7ths) of the aggregate principal amount of Bonds to the authentication and delivery of which the Company shall be entitled under the provisions of Section 5.03 hereof, by virtue of compliance with all applicable provisions of Section 5.03 (except as hereinafter in this Section otherwise provided); provided, however, that such withdrawal of cash shall operate as a waiver by the Company of the right to the authentication and delivery of such Bonds and, to such extent, no such Bonds may thereafter be authenticated and delivered hereunder; and any such Bonds which were the basis of such right to the authentication and delivery of Bonds so waived shall be deemed to have been made the basis of such withdrawal of cash;

(c) may be withdrawn from time to time by the Company free and clear of any Lien in an amount equal to ten-sevenths (10/7ths) of the aggregate principal amount of any Outstanding Bonds delivered to the Trustee;

(d) may, upon delivery of a Company Request to the Trustee, be used by the Trustee for the purchase of Bonds in the manner, at the time or times, in the amount or amounts, at the price or prices (not exceeding ten-sevenths (10/7ths) of the principal amount thereof) and otherwise as directed or approved by the Company, all subject to the limitations hereafter in this Section set forth; or

(e) may, upon delivery of a Company Request to the Trustee, be applied by the Trustee to the payment (or provision therefor pursuant to Article IX) at Stated Maturity of any Bonds or to the redemption (or similar provision therefor) of any Bonds which are, by their terms, redeemable, in each case of such series as may be designated by the Company, any such redemption to be in the manner and as provided in Article VI, all subject to the limitations hereafter in this Section set forth.

Such moneys shall, from time to time, be paid or used or applied by the Trustee, as aforesaid, upon the request of the Company in a Company Order, and upon receipt by the Trustee of an Officer's Certificate stating that, to the knowledge of the signer, no Event of Default has occurred and is continuing. If and to the extent that the withdrawal of cash is based upon Property Additions (as permitted under the provisions of clause (a) above), the Company shall, subject to the provisions of said clause (a) and except as hereafter in this paragraph provided, comply with clauses (ii) through (v) of Section 5.02(b) as if such Property Additions were made the basis for the authentication and delivery of Bonds equal in principal amount to seventy percent (70%) of the cash so to be withdrawn, but recognizing that the action to be taken is the release of Funded Cash rather than the authentication and delivery of Bonds. Any Property Additions which have become the basis for the withdrawal of cash pursuant to this Section shall constitute Funded Property. If and to the extent that the withdrawal of cash is based upon the right to the authentication and delivery of Bonds (as permitted under the provisions of clause (b) above), the Company shall, except as hereafter in this paragraph provided, comply with Section 5.03(b) relating to such authentication and delivery, but recognizing that the action to be taken is the release of Funded Cash rather than the authentication and delivery of Bonds. Notwithstanding the foregoing provisions of this paragraph, in no event shall the Company be required to deliver the documents specified in Section 5.01.

Notwithstanding the generality of clauses (d) and (e) above, no cash to be applied pursuant to such clauses shall be applied to the payment of an amount in excess of the principal amount of any Bonds to be purchased, paid or redeemed except to the extent that the aggregate principal amount of all Bonds theretofore, and of all Bonds then to be, purchased, paid or redeemed pursuant

to such clauses is not less than the aggregate cost for principal of, premium, if any, and accrued interest, if any, on and brokerage commissions, if any, with respect to, such Bonds.

Any Outstanding Bonds delivered to the Trustee pursuant to clause (c) in this Section shall forthwith be canceled by the Trustee.

SECTION 8.08. RELEASE OF PROPERTY TAKEN BY EMINENT DOMAIN, ETC.

Should any of the Mortgaged Property, or any interest therein, be taken by exercise of the power of eminent domain or be sold to an entity possessing the power of eminent domain under a threat to exercise the same, and should the Company elect not to obtain the release of such property pursuant to other provisions of this Article, the Trustee shall, upon request of the Company evidenced by a Company Order transmitting therewith a form of instrument to effect such release, release from the lien hereof all its right, title and interest in and to the property so taken or sold (or with respect to an interest in property, subordinate the lien hereof to such interest), upon receiving (a) an Opinion of Counsel to the effect that such property has been taken by exercise of the power of eminent domain or has been sold to an entity possessing the power of eminent domain under threat of an exercise of such power, (b) an Officer's Certificate stating the amount of net proceeds received or to be received for such property so taken or sold, and the amount so stated shall be deemed to be the Fair Value of such property for the purpose of any notice to the Holders of Bonds, substantially in the form attached hereto as Schedule 6, (c) if any portion of such property constitutes Funded Property, an Expert's Certificate stating the Funded Property Basis thereof, substantially in the form attached hereto as Schedule 7, and (d) if any portion of such property constitutes Funded Property, a deposit by the Company of an amount in cash equal to seventy percent (70%) of the Funded Property Basis stated in the Expert's Certificate delivered pursuant to clause (c) above, such deposit to constitute Mortgaged Property; provided, however, that the amount required to be so deposited shall not exceed the portion of the net proceeds received or to be received for such property so taken or sold which is allocable on a pro-rata or other reasonable basis to the portion of such property constituting Funded Property; and provided, further, that the net proceeds of such taking or sale required to be deposited pursuant to this Section shall be reduced by the amount of cash or other consideration that has been delivered to or otherwise deposited with a holder of a Senior Lien securing Senior Lien Obligations in accordance with the provisions of such Senior Lien, all as stated in an Officer's Certificate delivered to the Trustee (which shall also state that such cash or consideration has not previously been applied by the Company as a credit against any other deposit of cash required to be made by the Company under this Indenture). Any cash deposited with the Trustee under this Section may thereafter be withdrawn, used or applied in the manner, to the extent and for the purposes, and subject to the conditions, provided in Section 8.07.

SECTION 8.09. DISCLAIMER OR QUITCLAIM.

In case the Company has sold, exchanged, dedicated, pledged, assigned, transferred or otherwise disposed of, or has agreed or intends to sell, exchange, dedicate, pledge, assign, transfer or otherwise dispose of, or a Governmental Authority has ordered the Company to divest itself of, any Excepted Property or any other property not subject to the lien hereof, or the Company desires to disclaim or quitclaim title to property to which the Company does not purport to have title, the Trustee shall, from time to time, disclaim or quitclaim such property and any interest it may have therein upon receipt by the Trustee of the following:

- (a) a Company Order requesting such disclaimer or quitclaim and transmitting therewith a form of instrument to effect such disclaimer or quitclaim;
- (b) an Officer's Certificate describing the property to be disclaimed or quitclaimed; and
- (c) an Opinion of Counsel stating the signer's opinion that such property does not constitute Mortgaged Property.

SECTION 8.10. MISCELLANEOUS.

(a) If the Fair Value of the property to be released from the lien of this Indenture in accordance with any provision of this Article plus the Fair Value of all other property released since the commencement of the then current calendar year, as set forth in the certificates required by this Indenture, is ten percent (10%) or more of the aggregate principal amount of the Bonds at the time Outstanding, an Independent Expert shall be required to make the certifications in the Expert's Certificate required pursuant to this Article as to the Fair Value of the property to be released and as to the nonimpairment of the security under this Indenture. Notwithstanding the previous sentence, an Expert's Certificate shall not be required to be made by an Independent Expert in the case of any release of property if the Fair Value of such property to be released, as set forth in the certificates required by this Indenture, is a De Minimis Amount. To the extent that the Fair Value of any property to be released from the lien of this Indenture shall be stated in an Independent Expert's Certificate, such Fair Value shall not be required to be stated in any other Expert's Certificate delivered in connection with such release.

(b) No release of property from the lien of this Indenture effected in accordance with the provisions, and in compliance with the conditions, set forth in this Article and in Sections 1.04 and 1.05 shall be deemed to impair the security of this Indenture in contravention of any provision hereof.

(c) If the Mortgaged Property shall be in the possession of a receiver or trustee, lawfully appointed, the powers hereinbefore conferred upon the Company with respect to the release of any part of the Mortgaged Property or any interest therein or the withdrawal of cash may be exercised, with the approval of the Trustee, by such receiver or trustee, notwithstanding that an Event of Default may have occurred and be continuing, 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 any of its officers or appointees in the manner herein provided; and if the Trustee (or its nominee) shall be in possession of the Mortgaged Property under any provision of this Indenture, then such powers may be exercised by the Trustee (or its nominee), acting at the written direction by the Holders of at least a majority in aggregate principal amount of the Bonds then Outstanding, notwithstanding that an Event of Default may have occurred and be continuing.

(d) If the Company shall retain any interest in any property released from the lien of this Indenture as provided in Section 8.03, 8.04 or 8.05, this Indenture shall not become or be, or be required to become or be, a Lien upon such property or such interest therein or any improvements, extensions or additions to such property or renewals, replacements or substitutions of or for such property or any part or parts thereof or any proceeds of any of the foregoing unless the Company shall execute and deliver to the Trustee an indenture supplemental hereto, in recordable form, containing a grant, conveyance, transfer and mortgage thereof. As used in this subsection, the terms "improvements", "extensions" and "additions" shall be limited as set forth in Section 13.01.

(e) Notwithstanding the occurrence and continuance of an Event of Default, the Trustee may release from the lien hereof any part of the Mortgaged Property or permit the withdrawal of cash, upon compliance with the other conditions specified in this Article in respect thereof.

(f) No purchaser or grantee of property purporting to have been released hereunder shall be bound to ascertain the authority of the Trustee to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of such authority; nor shall any purchaser or grantee of any property or rights permitted by this Article to be sold, granted, exchanged, dedicated 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.

SECTION 8.11. PRIORITY OF GOVERNMENT INTERESTS, PURCHASE MONEY LIENS, AND CONSERVATION EASEMENTS.

The Trustee hereby acknowledges and agrees to subordinate the lien of this Indenture to any Government Interest, Purchase Money Lien, or conservation easement, upon receipt by the Trustee of (i) a Company Request for any such subordination which includes a description of the Government Interest, the Purchase Money Lien, or the conservation easement to which this

Indenture is being subordinated, (ii) an Officer's Certificate stating that no Event of Default has occurred and is continuing to the knowledge of the signer, that the mortgage or other instrument or agreement with respect to which a subordination is being requested is a Government Interest, Purchase Money Lien, or conservation easement and stating that such Government Interest, Purchase Money Lien, or conservation easement does not encumber any Funded Property, and (iii) a form of instrument appropriate and reasonably satisfactory to the Trustee to effect such subordination. Upon receipt of the foregoing, the Trustee hereby agrees to promptly execute, acknowledge and deliver the instrument described in clause (iii) above or any other instrument (in form and substance reasonably satisfactory to the Trustee) that the Company may request in order to evidence or effect the subordination as requested by the Company. Notwithstanding the foregoing, nothing herein shall require the Trustee to, and the Trustee shall not unless otherwise permitted under the terms of this Indenture, subordinate the lien of this Indenture to any Government Interest, Purchase Money Lien, or conservation easement which encumbers Funded Property.

ARTICLE IX

SATISFACTION AND DISCHARGE

SECTION 9.01. SATISFACTION AND DISCHARGE OF BONDS.

Any Bond or Bonds, or any portion of the principal amount thereof, shall be deemed to have been paid and no longer be Outstanding for all purposes of this Indenture, and the entire indebtedness of the Company in respect thereof shall be satisfied and discharged, if there shall have been irrevocably deposited with the Trustee or any Paying Agent (other than the Company), in trust:

(a) money (including Funded Cash not otherwise applied pursuant to Section 8.07) in an amount which shall be sufficient, or

(b) in the case of a deposit made prior to the Maturity of such Bonds or portions thereof, Eligible Obligations, which shall not contain provisions permitting the redemption or other prepayment thereof at the option of the issuer thereof, the principal of and the interest on which when due, without any regard to reinvestment thereof, will provide moneys which, together with the money, if any, deposited with or held by the Trustee or such Paying Agent, shall be sufficient, or

(c) a combination of (a) or (b) which shall be sufficient to pay when due the principal of and premium, if any, and interest, if any, due and to become due on such Bonds or portions thereof; provided, however, that in the case of the provision for payment or redemption of less than all the Bonds of any series or Tranche, such Bonds or portions thereof shall have been selected as provided in Section 6.03 herein and, in the case of a redemption, the notice requisite to the validity of such redemption shall have been given or irrevocable authority shall have been given by the Company to the Trustee to give such notice, under arrangements satisfactory to the Trustee; and provided, further, that the Company shall have delivered to the Trustee and such Paying Agent:

(w) if such deposit shall have been made prior to the Maturity of such Bonds, a Company Order stating that the money and Eligible Obligations deposited in accordance with this Section shall be held in trust, as provided in Section 9.03;

(x) if Eligible Obligations shall have been deposited, an Opinion of Counsel to the effect that such obligations constitute Eligible Obligations and do not contain provisions permitting the redemption or other prepayment thereof at the option of the issuer thereof, and an opinion of an Independent public Accountant of nationally recognized standing, selected by the Company, to the effect that the other requirements set forth in clause (b) above have been satisfied;

(y) if such deposit shall have been made prior to the Maturity of such Bonds, an Officer's Certificate stating the Company's intention that, upon delivery

of such Officer's Certificate, its indebtedness in respect of such Bonds or portions thereof will have been satisfied and discharged as contemplated in this Section; and

(z) unless all outstanding Bonds are to be due within 90 days of such deposit by redemption or otherwise, an Opinion of Counsel to the effect that the Holders of such Bonds will not recognize income, gain or loss for federal income tax purposes as a result of such defeasance or discharge.

Upon the deposit of money or Eligible Obligations, or both, in accordance with this Section, together with the documents required by clauses (x), (y) and (z) above, the Trustee shall, upon Company Request, acknowledge in writing that such Bonds or portions thereof are deemed to have been paid for all purposes of this Indenture and that the entire indebtedness of the Company in respect thereof has been satisfied and discharged as contemplated in this Section. In the event that all of the conditions set forth in the preceding paragraph shall have been satisfied in respect of any Bonds or portions thereof except that, for any reason, the Officer's Certificate specified in clause (z) (if otherwise required) shall not have been delivered, such Bonds or portions thereof shall nevertheless be deemed to have been paid for all purposes of this Indenture, and the Holders of such Bonds or portions thereof shall nevertheless be no longer entitled to the benefit of the lien of this Indenture (other than with respect to such deposit, which shall constitute Mortgaged Property) or of any of the covenants of the Company under Article VII (except the covenants contained in Sections 7.02 and 7.03) or any other covenants made in respect of such Bonds or portions thereof as contemplated by Section 3.01, but the indebtedness of the Company in respect of such Bonds or portions thereof shall not be deemed to have been satisfied and discharged prior to Maturity for any other purpose; and, upon Company Request, the Trustee shall acknowledge in writing that such Bonds or portions thereof are deemed to have been paid for all purposes of this Indenture.

If payment at Stated Maturity of less than all of the Bonds of any series, or any Tranche thereof, is to be provided for in the manner and with the effect provided in this Section, such Bonds, or portions of principal amount thereof, shall be selected in the manner specified by Section 6.03 for selection for redemption of less than all the Bonds of a series or Tranche.

In the event that Bonds which shall be deemed to have been paid for purposes of this Indenture, and, if such is the case, in respect of which the Company's indebtedness shall have been satisfied and discharged, all as provided in this Section, do not mature and are not to be redeemed within the sixty (60) day period commencing with the date of the deposit of moneys or Eligible Obligations, as aforesaid, the Company shall, as promptly as practicable, give a notice, in the same manner as a notice of redemption with respect to such Bonds, to the Holders of such Bonds to the effect that such deposit has been made and the effect thereof.

Notwithstanding that any Bonds shall be deemed to have been paid for purposes of this Indenture, as aforesaid, the obligations of the Company and the Trustee in respect of such Bonds under Sections 3.04, 3.05, 3.06, 6.04, 7.02, 7.03, 11.07 and 11.16 and this Article, and the Trustee's rights under Article XI, shall survive.

The Company shall pay, and shall indemnify the Trustee or any Paying Agent with which Eligible Obligations shall have been deposited as provided in this Section against, any tax, fee or other charge imposed on or assessed against such Eligible Obligations or the principal or interest received in respect of such Eligible Obligations, including, but not limited to, any such tax payable by any entity deemed, for tax purposes, to have been created as a result of such deposit.

Anything herein to the contrary notwithstanding, (a) if, at any time after a Bond would be deemed to have been paid for purposes of this Indenture, and, if such is the case, the Company's indebtedness in respect thereof would be deemed to have been satisfied and discharged, pursuant to this Section (without regard to the provisions of this paragraph), the Trustee or any Paying Agent, as the case may be, shall be required to return the money or Eligible Obligations, or combination thereof, deposited with it as aforesaid to the Company or its representative under any applicable federal or state bankruptcy, insolvency or other similar law, such Bond shall thereupon be deemed retroactively not to have been paid and any satisfaction and discharge of the Company's indebtedness in respect thereof shall retroactively be deemed not to have been effected, and such

Bond shall be deemed to remain Outstanding and (b) any satisfaction and discharge of the Company's indebtedness in respect of any Bond shall be subject to the provisions of the last paragraph of Section 7.03.

SECTION 9.02. SATISFACTION AND DISCHARGE OF INDENTURE.

This Indenture shall upon Company Request cease to be of further effect (except as hereinafter expressly provided), and the Trustee, at the expense of the Company, shall execute such instruments as the Company shall reasonably request to evidence and acknowledge the satisfaction and discharge of this Indenture, when:

- (a) no Bonds remain Outstanding hereunder;
- (b) the Company has paid or caused to be paid all other sums payable hereunder by the Company; and
- (c) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with;

provided, however, that if, in accordance with the last paragraph of Section 9.01, any Bond, previously deemed to have been paid for purposes of this Indenture, shall be deemed retroactively not to have been so paid, this Indenture shall thereupon be deemed retroactively not to have been satisfied and discharged, as aforesaid, and to remain in full force and effect, and the Company shall execute and deliver such instruments as the Trustee shall reasonably request to evidence and acknowledge the same.

Notwithstanding the satisfaction and discharge of this Indenture as aforesaid, the obligations of the Company and the Trustee under Sections 3.04, 3.05, 3.06, 6.04, 7.02, 7.03, 11.07 and 11.16 and this Article, and the Trustee's rights under Article XI, shall survive.

Upon satisfaction and discharge of this Indenture as provided in this Section, the Trustee shall quit claim and otherwise turn over to the Company the Mortgaged Property (other than money and Eligible Obligations held by the Trustee pursuant to Section 9.03) and shall execute and deliver to the Company such deeds and other instruments (in form and substance reasonably satisfactory to the Trustee) as, in the judgment of the Company, shall be necessary, desirable or appropriate to effect or evidence such release and quitclaim and the satisfaction and discharge of this Indenture.

SECTION 9.03. APPLICATION OF TRUST MONEY.

Neither the Eligible Obligations nor the money deposited pursuant to Section 9.01, nor the principal or interest payments on any such Eligible Obligations, shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and premium, if any, and interest, if any, on the Bonds or portions of principal amount thereof in respect of which such deposit was made, all subject, however, to the provisions of Section 7.03; provided, however, that any cash received from such principal or interest payments on such Eligible Obligations, if not then needed for such purpose, shall, to the extent practicable and upon Company Request and delivery to the Trustee of the documents referred to in subclause (v) of clause (c) in Section 9.01, be invested pursuant to a Company Order in Eligible Obligations of the type described in clause (b) in Section 9.01 maturing at such times and in such amounts as shall be sufficient, together with any other moneys and the proceeds of any other Eligible Obligations then held by the Trustee, to pay when due the principal of and premium, if any, and interest, if any, due and to become due on such Bonds or portions thereof on and prior to the Maturity thereof, and interest earned from such reinvestment shall be paid over to the Company as received, free and clear of the lien of this Indenture, except the lien provided by Section 11.07; and provided, further, that any moneys held in accordance with this Section on the Maturity of all such Bonds in excess of the amount required to pay the principal of and premium, if any, and interest, if any, then due on such Bonds shall be paid over to the Company free and clear of the lien of this Indenture, except the lien provided by Section 11.07; and provided, further, that if an Event of Default shall have occurred and be continuing, moneys to be paid over to the Company pursuant to this Section shall be retained by

the Trustee and constitute Mortgaged Property until such Event of Default shall have been waived or cured.

ARTICLE X

EVENTS OF DEFAULT; REMEDIES

SECTION 10.01. EVENTS OF DEFAULT.

“**Event of Default**”, wherever used herein with respect to the Bonds, means any of the following events which shall have occurred and be continuing:

- (a) the failure to pay interest, if any, on any Bond within forty-five (45) days after the same becomes due and payable; provided, however, that no such default shall constitute an “Event of Default” if the Company has made a valid extension of the interest payment period with respect to the Bonds of such series, of which such Bond is a party, if so provided as contemplated by Section 3.01; or
- (b) the failure to pay the principal of or premium, if any, on any Bond after the same becomes due and payable; provided, however, that no such default shall constitute an “Event of Default” if the Company has made a valid extension of the Maturity of the Bonds of the series, of which such Bond is a part, if so provided as contemplated by Section 3.01; or
- (c) the failure to pay a sinking fund installment, if any, on any Bond within ninety (90) days after the same becomes due and payable; provided, however, that no such default shall constitute an “Event of Default” if the Company has made a valid extension of the Maturity of the Bonds of the series, of which such Bond is a part, if so provided as contemplated by Section 3.01; or
- (d) the failure to perform or breach of any covenant or warranty of the Company in this Indenture (other than a covenant or warranty a default in the performance of which or breach of which is elsewhere in this Section specifically dealt with) for a period of ninety (90) days after there has been given, by registered or certified mail, return receipt requested, to the Company by the Trustee, or to the Company and the Trustee by the Holders of at least twenty-five percent (25%) in principal amount of the Bonds then Outstanding, a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a “Notice of Default” hereunder, unless the Trustee, or the Trustee and the Holders of a principal amount of Bonds not less than the principal amount of Bonds the Holders of which gave such notice, as the case may be, shall agree in writing to an extension of such period prior to its expiration; provided, however, that the Trustee, or the Trustee and the Holders of such principal amount of Bonds, as the case may be, shall be deemed to have agreed to an extension of such period if corrective action is initiated by the Company within such period and is being diligently pursued; or
- (e) the entry by a court having jurisdiction in the Mortgaged Property of (i) a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or (ii) a decree or order adjudging the Company a bankrupt or insolvent, or approving as properly filed a petition by one or more Persons other than the Company seeking reorganization, arrangement, adjustment or composition of or in respect of the Company under any applicable federal or state bankruptcy, insolvency or other similar law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official for the Company or for any substantial part of its property, or ordering the winding up or liquidation of its affairs, and any such decree or order for relief or any such other decree or order shall have remained unstayed and in effect for a period of ninety (90) consecutive days; or
- (f) the commencement by the Company of a voluntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by the Company to the entry of a decree or order for relief in respect of the Company in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against the Company, or

the filing by the Company of a petition or answer or consent seeking reorganization or relief under any applicable federal or state bankruptcy, insolvency or other similar law, or the consent by the Company to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of the Company or of any substantial part of its property, or the making by the Company of a general assignment for the benefit of creditors, or an admission in writing by the Company of its inability to pay its debts generally as they become due; or

(g) the occurrence of any event of default as defined in any mortgage, indenture or instrument under which there may be issued, or by which there may be secured or evidenced, any Debt of the Company, whether such Debt exists on the Execution Date or shall thereafter be created, if such event of default:

(i) is caused by a failure to pay principal after final maturity of such Debt after the expiration of the grace period provided in such Debt (a “**Payment Default**”), or

(ii) results in the acceleration of such Debt prior to its express maturity,

and in each case, the principal amount of any such Debt, together with the principal amount of any other such Debt under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$200,000,000 or more; provided, however, that, anything in this Indenture to the contrary notwithstanding, if such event of default is cured or waived or any such acceleration rescinded, or such Debt is repaid, within a period of twenty (20) days from the continuation of such event of default beyond the applicable grace period or the occurrence of such acceleration, as the case may be, such Event of Default under this Indenture shall be automatically cured.

For purposes of Section 10.01(g), the amount of \$200,000,000 shall be increased in any calendar year subsequent to 2025 by the same percentage increase in the CPI Index for the period commencing January 1, 2025 and ending on January 1 of the applicable calendar year.

SECTION 10.02. ACCELERATION OF MATURITY; RESCISSION AND ANNULMENT.

If an Event of Default shall have occurred and be continuing, then in every such case the Trustee or the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding, considered as one class, may declare the principal amount (or, if any of the Bonds are Discount Bonds, such portion of the principal amount of such Bonds as may be specified in the terms thereof as contemplated by Section 3.01) of all Bonds then Outstanding to be due and payable immediately, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon such declaration such principal amount (or specified amount), together with premium, if any, and accrued interest, if any, thereon, shall become immediately due and payable; provided, however, that with respect to an Event of Default described in Section 10.01(d) or (e), the principal amount (or, if any of the Bonds are Discount Bonds, such portion of the principal amount of such Bonds as may be specified in the terms thereof as contemplated by Section 3.01) of all Bonds then Outstanding shall be due and payable immediately without further action by the Trustee or Holders.

At any time after such a declaration of acceleration of the Maturity of the Bonds then Outstanding shall have been made, but before any sale of any of the Mortgaged Property has been made and before a judgment or decree for payment of the money due shall have been obtained by the Trustee as provided in this Article, the Event or Events of Default giving rise to such declaration of acceleration shall, without further act and notwithstanding anything to the contrary in Section 316(a) of the Trust Indenture Act, be deemed to have been waived, and such declaration and its consequences shall, without further act, be deemed to have been rescinded and annulled, if

(a) the Company shall have paid or deposited with the Trustee a sum sufficient to pay

(i) all overdue interest, if any, on all Bonds then Outstanding;

- (ii) the principal of and premium, if any, on any Bonds then Outstanding which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds; and
- (iii) all amounts due to the Trustee under Section 11.07; and
- (b) any other Event or Events of Default, other than the non-payment of the principal of Bonds which shall have become due solely by such declaration of acceleration, shall have been cured or waived as provided in Section 10.17.

No such rescission shall affect any subsequent Event of Default or impair any right consequent thereon.

SECTION 10.03. ENTRY UPON MORTGAGED PROPERTY.

If an Event of Default shall have occurred and be continuing, the Company, upon demand of the Trustee (acting at the written direction by the Holders of at least a majority in aggregate principal amount of the Bonds then Outstanding) and if and to the extent permitted by law, shall forthwith surrender to the Trustee the actual possession of, and the Trustee, by such officers or agents as it may appoint, may enter upon and take possession of, the Mortgaged Property; and the Trustee (or its nominee) may hold, operate and manage the Mortgaged Property and make all needful repairs and such renewals, replacements, betterments and improvements as to the Trustee (acting at the written direction by the Holders of at least a majority in aggregate principal amount of the Bonds then Outstanding) shall seem prudent; and the Trustee may receive the rents, issues, profits, revenues and other income of the Mortgaged Property, to the extent, if any, that the same shall not then constitute Excepted Property; and, after deducting the costs and expenses of entering, taking possession, holding, operating and managing the Mortgaged Property, as well as payments for insurance and taxes and other proper charges upon the Mortgaged Property prior to the lien of this Indenture and reasonable compensation to itself, its agents and counsel, the Trustee may apply the same as provided in Section 10.07. Whenever all that is then due in respect of the principal of and premium, if any, and interest, if any, on the Bonds and under any of the terms of this Indenture shall have been paid and all defaults hereunder shall have been cured or shall have been waived as provided in Section 10.17, the Trustee shall surrender possession of the Mortgaged Property to the Company.

SECTION 10.04. POWER OF SALE; SUITS FOR ENFORCEMENT.

If an Event of Default shall have occurred and be continuing, the Trustee, by such officers or agents as it shall appoint, with or without entry, in its discretion may, subject to the provisions of Section 10.16 and if and to the extent permitted by law:

- (a) sell, subject to any mandatory requirements of applicable law, the Mortgaged Property as an entirety, or in such parcels as the Holders of a majority in principal amount of the Bonds then Outstanding shall in writing request, or in the absence of such request, as the Trustee may determine, to the highest bidder at public auction at such place and at such time (which sale may be adjourned by the Trustee from time to time in its discretion by announcement at the time and place fixed for such sale, without further notice) and upon such terms as the Trustee may fix and briefly specify in a notice of sale to be published once in each week for four successive weeks prior to such sale in an Authorized Publication in each Place of Payment for the Bonds of each series; or
- (b) proceed to protect and enforce its rights and the rights of the Holders of Bonds under this Indenture by sale pursuant to judicial proceedings or by a suit, action or proceeding in equity or at law or otherwise, whether for the specific performance of any covenant or agreement contained in this Indenture or in aid of the execution of any power granted in this Indenture or for the foreclosure of this Indenture or for the enforcement of any other legal, equitable or other remedy.

SECTION 10.05. INCIDENTS OF SALE.

Upon any sale of any of the Mortgaged Property, whether made under the power of sale hereby given or pursuant to judicial proceedings, to the extent permitted by law:

- (a) the principal amount (or, if any of the Bonds are Discount Bonds, such portion of the principal amount of such Bonds as may be specified in the terms thereof as contemplated by Section 3.01) of all Outstanding Bonds, if not previously due, shall at once become and be immediately due and payable, together with premium, if any, and accrued interest, if any, thereon;
- (b) any Holder or Holders of Bonds or the Trustee may bid for and purchase the property offered for sale, and upon compliance with the terms of sale may hold, retain and possess and dispose of such property, without further accountability, and may, in paying the purchase money therefor, deliver any Outstanding Bonds or claims for interest thereon in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, and such Bonds, 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;
- (c) the Trustee may make and deliver to the purchaser or purchasers a good and sufficient deed, bill of sale and instrument of assignment and transfer of the property sold;
- (d) the Trustee is hereby irrevocably appointed the true and lawful attorney of the Company, in its name and stead, to make all necessary deeds, bills of sale and instruments of assignment and transfer of the property so sold; and for that purpose it may execute all necessary deeds, bills of sale and instruments of assignment and transfer, and may substitute one or more persons, firms or corporations with like power, the Company hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof; but, if so requested by the Trustee or by any purchaser, the Company shall ratify and confirm any such sale or transfer by executing and delivering to the Trustee or to such purchaser or purchasers all proper deeds, bills of sale, instruments of assignment and transfer and releases as may be designated in any such request;
- (e) all right, title, interest, claim and demand whatsoever, either at law or in equity or otherwise, of the Company of, in and to the property so sold shall be divested and such sale shall be a perpetual bar both at law and in equity against the Company, its successors and assigns, and against any and all persons claiming or who may claim the property sold or any part thereof from, through or under the Company; and
- (f) the receipt of the Trustee or of the officer making such sale shall be a sufficient discharge to the purchaser or purchasers at such sale for his or their purchase money and such purchaser or purchasers and his or their assigns or personal representatives shall not, after paying such purchase money and receiving such receipt, be obliged to see to the application of such purchase money, or be in anywise answerable for any loss, misapplication or non-application thereof.

SECTION 10.06. COLLECTION OF INDEBTEDNESS AND SUITS FOR ENFORCEMENT BY TRUSTEE.

If an Event of Default described in clause (a) or (b) of Section 10.01 shall have occurred and be continuing, the Company shall, upon demand of the Trustee, pay to it, for the benefit of the Holders of the Bonds with respect to which such Event of Default shall have occurred, the whole amount then due and payable on such Bonds for principal and premium, if any, and interest, if any, and, in addition thereto, such further amount as shall be sufficient to cover any amounts due to the Trustee under Section 11.07.

If the Company shall fail to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Company or any other obligor upon such Bonds and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Company or any other obligor upon such Bonds, wherever situated.

The Trustee shall, to the extent permitted by law, be entitled to sue and recover judgment as aforesaid either before, during or after the pendency of any proceedings for the enforcement of the lien of this Indenture, and in case of a sale of the Mortgaged Property or any part thereof and the application of the proceeds of sale as aforesaid, the Trustee, in its own name and as trustee of an express trust, shall be entitled to enforce payment of, and to receive, all amounts then remaining due and unpaid upon the Bonds then Outstanding for principal, premium, if any, and interest, if any, for the benefit of the Holders thereof, and shall be entitled to recover judgment for any portion of the same remaining unpaid, with interest as aforesaid. No recovery of any such judgment by the Trustee and no levy of any execution upon any such judgment upon any of the Mortgaged Property or any other property of the Company shall affect or impair the lien of this Indenture upon the Mortgaged Property or any part thereof or any rights, powers or remedies of the Trustee hereunder, or any rights, powers or remedies of the Holders of the Bonds.

SECTION 10.07. APPLICATION OF MONEY COLLECTED.

Any money collected by the Trustee pursuant to this Article, including any rents, issues, profits, revenues and other income collected pursuant to Section 10.03 (after the deductions therein provided) and any proceeds of any sale (after deducting the costs and expenses of such sale, including a reasonable compensation to the Trustee, its agents and counsel, and any taxes, assessments or Liens prior to the lien of this Indenture, except any thereof subject to which such sale shall have been made), whether made under any power of sale herein granted or pursuant to judicial proceedings, and any money collected by the Trustee under Section 8.06, together with, in the case of an entry or sale or as otherwise provided herein, any other sums then held by the Trustee as part of the Mortgaged Property, shall be applied in the following order, to the extent permitted by law, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal or premium, if any, or interest, if any, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

First: To the payment of all amounts due the Trustee under Section 11.07;

Second: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal and premium, if any, and interest, if any, in respect of which or for the benefit of which such money has been collected; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds, then to the payment of such principal and interest, if any, thereon without any preference or priority, ratably according to the aggregate amount so due and unpaid, with any balance then remaining to the payment of premium, if any, and, if so specified as contemplated by Section 3.01 with respect to the Bonds of any series, or any Tranche thereof, interest, if any, on overdue premium, if any, and overdue interest, if any, ratably as aforesaid, all to the extent permitted by applicable law; provided, however, that any money collected by the Trustee pursuant to Section 8.06 in respect of interest or pursuant to Section 10.03 shall first be applied to the payment of interest accrued on the principal of Outstanding Bonds; and

Third: To the payment of the remainder, if any, to the Company or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

SECTION 10.08. RECEIVER.

If an Event of Default shall have occurred and, during the continuance thereof, the Trustee shall have commenced judicial proceedings to enforce any right under this Indenture, the Trustee shall, to the extent permitted by law, be entitled, as against the Company, without notice or demand and without regard to the adequacy of the security for the Bonds or the solvency of the Company, to the appointment of a receiver of the Mortgaged Property.

SECTION 10.09. TRUSTEE MAY FILE PROOFS OF CLAIM.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Company or any other obligor upon the Bonds or the property of the Company or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Company for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

- (a) to file and prove a claim for the whole amount of principal, premium, if any, and interest, if any, owing and unpaid in respect of the Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for amounts due to the Trustee under Section 11.07) and of the Holders allowed in such judicial proceeding, and
- (b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amounts due it under Section 11.07.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Bonds or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

SECTION 10.10. TRUSTEE MAY ENFORCE CLAIMS WITHOUT POSSESSION OF BONDS.

All rights of action and claims under this Indenture or on the Bonds may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders in respect of which such judgment has been recovered.

SECTION 10.11. LIMITATION ON SUITS.

No Holder shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

- (a) such Holder shall have previously given written notice to the Trustee of a continuing Event of Default;
- (b) the Holders of at least twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;
- (c) such Holder or Holders shall have offered to the Trustee reasonable indemnity, acceptable to the Trustee, against the costs, expenses and liabilities to be incurred in compliance with such request;
- (d) the Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity shall have failed to institute any such proceeding; and

(e) no direction inconsistent with such written request shall have been given to the Trustee during such sixty (60) day period by the Holders of at least a majority in aggregate principal amount of the Bonds then Outstanding;

it being understood and intended that no one or more of such Holders shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the lien of this Indenture or the rights of any other of such Holders or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all of such Holders.

SECTION 10.12. UNCONDITIONAL RIGHT OF HOLDERS TO RECEIVE PRINCIPAL, PREMIUM AND INTEREST.

Notwithstanding any other provision in this Indenture, the Holder of any Bond shall have the right, which is absolute and unconditional, to receive payment of the principal of and premium, if any, and (subject to Section 3.07) interest, if any, on such Bond on the Stated Maturity or Maturities expressed in such Bond (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 10.13. RESTORATION OF RIGHTS AND REMEDIES.

If the Trustee or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Company, the Trustee and such Holder shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of the Trustee and such Holder shall continue as though no such proceeding had been instituted.

SECTION 10.14. RIGHTS AND REMEDIES CUMULATIVE.

Except as otherwise provided in the last paragraph of Section 3.06, no right or remedy herein conferred upon or reserved to the Trustee or to the Holders is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Anything in this Article to the contrary notwithstanding, the availability of the remedies set forth herein (on an individual or cumulative basis) and the procedures set forth herein relating to the exercise thereof shall be subject to (a) the law (including, for purposes of this paragraph, general principles of equity) of any jurisdiction wherein the Mortgaged Property or any part thereof is located to the extent that such law is mandatorily applicable and (b) the rights of any Senior Lienholder and, if and to the extent that any provision of this Article conflicts with any provision of such applicable law and/or with the rights of such Senior Lienholder such provision of law and/or the rights of such holder shall control.

SECTION 10.15. DELAY OR OMISSION NOT WAIVER.

No delay or omission of the Trustee or of any Holder to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Holders, as the case may be.

SECTION 10.16. CONTROL BY HOLDERS OF BONDS.

If an Event of Default shall have occurred and be continuing, the Holders of not less than a majority in principal amount of the Bonds then Outstanding shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee hereunder; provided, however, that

- (a) such direction shall not be in conflict with any rule of law or with this Indenture, and could not involve the Trustee in personal liability in circumstances where indemnity would not, in the Trustee's sole discretion, be adequate, and
- (b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

SECTION 10.17. WAIVER OF PAST DEFAULTS.

Before any sale of any of the Mortgaged Property and before a judgment or decree for payment of the money due shall have been obtained by the Trustee as in this Article provided, the Holders of not less than a majority in principal amount of the Bonds then Outstanding may on behalf of the Holders of all the Bonds then Outstanding waive any past default hereunder and its consequences, except a default in the payment of the principal of or premium, if any, or interest, if any, on any Outstanding Bond, or in respect of a covenant or provision hereof which under Section 14.02 cannot be modified or amended without the consent of the Holder of each Outstanding Bond of any series or Tranche affected.

Upon any such waiver, such default shall cease to exist, and any and all Events of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 10.18. UNDERTAKING FOR COSTS.

The Company and the Trustee agree, and each Holder of Bonds by its 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 Trustee for any action taken, suffered or omitted by it 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 attorneys' 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 Company, to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than ten percent (10%) in aggregate principal amount of the Bonds then Outstanding, or to any suit instituted by any Holder for the enforcement of the payment of the principal of or premium, if any, or interest, if any, on any Bond on or after the Stated Maturity or Maturities expressed in such Bond (or, in the case of redemption, on or after the Redemption Date).

SECTION 10.19. WAIVER OF APPRAISEMENT AND OTHER LAWS.

The Company covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any appraisement, valuation, stay, extension or redemption law, now or hereafter in effect, in order to prevent or hinder the enforcement of this Indenture or the absolute sale of the Mortgaged Property, or any part thereof, or the possession thereof, or any part thereof, by any purchaser at any sale under this Article; and the Company, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Company, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the Mortgaged Property marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose the lien of this Indenture may order the sale of the Mortgaged Property as an entirety.

ARTICLE XI**THE TRUSTEE****SECTION 11.01. CERTAIN DUTIES AND RESPONSIBILITIES.**

- (a) Except during the continuance of an Event of Default,
- (i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and
- (ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).
- (b) In case an Event of Default shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.
- (c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct or its own bad faith, except that:
- (i) this subsection shall not be construed to limit the effect of subsection (a) of this Section;
- (ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;
- (iii) the Trustee shall not be liable with respect to any action taken, omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Bonds, as provided herein, relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and
- (iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.
- (d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section.

SECTION 11.02. NOTICE OF DEFAULTS.

Within ninety (90) days after the occurrence of any default hereunder, the Trustee shall transmit to all Holders notice of such default hereunder known to the Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest, if any, on any Bond, or in the payment of any sinking fund installment with respect to a Bond, the 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 or a Responsible Officer of the Trustee in good faith determine that the

withholding of such notice is in the interest of the Holders; provided, further, that, in the case of any default of the character specified in Section 10.01(c), no such notice to Holders shall be given until at least sixty (60) days after the occurrence thereof. For the purpose of this Section, the term “default” means any event which is, or after notice or lapse of time or both would become, an Event of Default.

The Trustee shall not be deemed to have knowledge of any default specified in Section 10.01(c), 10.01(d), 10.01(e) or 10.01(f) hereunder unless and until a Responsible Officer shall have received written notice thereof at its Corporate Trust Office. In the absence of actual knowledge or written notice, the Trustee may conclusively assume that no such default has occurred and is continuing under this Indenture. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with Bonds issued hereunder, or as to the existence of a default or Event of Default hereunder.

SECTION 11.03. CERTAIN RIGHTS OF TRUSTEE.

Subject to the provisions of Section 11.01 and to the applicable provisions of the Trust Indenture Act:

- (a) the Trustee may conclusively rely and shall be fully protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;
- (b) any request or direction of the Company mentioned herein shall be sufficiently evidenced by a Company Request or Company Order, or as otherwise expressly provided herein, and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution;
- (c) whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence is specifically prescribed herein) may, in the absence of bad faith on its part, conclusively rely upon an Officer's Certificate;
- (d) the Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;
- (e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any Holder pursuant to this Indenture, unless such Holder shall have offered to the Trustee reasonable security or indemnity, acceptable to the Trustee, against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;
- (f) the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall (subject to applicable legal requirements) be entitled to examine, during normal business hours, the books, records and Mortgaged Property of the Company, personally or by agent or attorney;
- (g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;

- (h) the Trustee shall not be personally liable, in case of entry by it upon the Mortgaged Property, for debts contracted or liabilities or damages incurred in the prudent management or operation of the Mortgaged Property;
- (i) the Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;
- (j) in no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;
- (k) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder;
- (l) the Trustee may request that the Company deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture;
- (m) beyond the exercise of reasonable care in the custody thereof, the Trustee shall not have any duty as to any Mortgaged Property in its possession or control or in the possession or control of any agent or bailee or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto. The Trustee shall not be responsible for (i) perfecting, maintaining, monitoring, preserving or protecting the security interest or Liens granted under this Indenture or any agreement or instrument contemplated hereby or thereby, (ii) the filing, re-filing, recording, re-recording or continuing or any document, financing statement, mortgage, assignment, notice, instrument of further assurance or other instrument in any public office at any time or times or (iii) providing, maintaining, monitoring or preserving insurance on or the payment of taxes with respect to any of the Mortgaged Property. The actions described in items (i) through (iii) shall be the sole responsibility of the Company. The Trustee shall be deemed to have exercised reasonable care in the custody of the Mortgaged Property in its possession if the Mortgaged Property is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Mortgaged Property, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee selected by the Trustee in good faith;
- (n) the Trustee shall not be responsible for the existence, genuineness or value of any of the Mortgaged Property or for the validity, perfection, priority or enforceability of the Liens in any of the Mortgaged Property, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, for the validity or sufficiency of the Mortgaged Property or any agreement or assignment contained therein, for the validity of the title to the Mortgaged Property, for insuring the Mortgaged Property or for the payment of taxes, charges, assessments or Liens upon the Mortgaged Property or otherwise as to the maintenance of the Mortgaged Property. The Trustee hereby disclaims any representation or warranty to the present and future holders of the Obligations concerning the perfection of the Liens granted hereunder or in the value of any of the Mortgaged Property; and
- (o) in the event that the Trustee is required to acquire title to an asset for any reason, or take any managerial action of any kind in regard thereto, in order to carry out any fiduciary or trust obligation for the benefit of another, which in such Trustee's sole discretion may cause the Trustee to be considered an "owner or operator" under any environmental laws or otherwise cause the Trustee to incur, or be exposed to, any environmental liability or any liability under any other federal, state or local law, the Trustee reserves the right, instead of taking such action, either to resign as Trustee or to arrange for the transfer of the title or control of the asset to a court appointed receiver. The Trustee will not be liable to any person for any environmental liabilities and costs or any environmental liabilities or contribution actions under any federal, state or local law, rule or regulation by reason of the Trustee's actions and conduct as authorized, empowered and directed

hereunder or relating to any kind of discharge or release or threatened discharge or release of any hazardous materials into the environment.

SECTION 11.04. NOT RESPONSIBLE FOR RECITALS OR ISSUANCE OF BONDS OR APPLICATION OF PROCEEDS.

The recitals contained herein and in the Bonds (except the Trustee's certificate of authentication on the Bonds) shall be taken as the statements of the Company, and neither the Trustee nor any Authenticating Agent assumes any responsibility for their correctness. The Trustee makes no representations as to the value or condition of the Mortgaged Property or any part thereof, or as to the title of the Company thereto or as to the security afforded thereby or hereby, or as to the validity or genuineness of any securities at any time pledged and deposited with the Trustee hereunder, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Company of the Bonds or the proceeds thereof or of any money paid to the Company or upon Company Order under any provision hereof. Neither the Trustee nor any Authenticating Agent shall be accountable for the use or application by the Company of Bonds or the proceeds thereof. The Trustee shall have no responsibility to make or to see to the making of any recording, filing or registration of any instrument or notice (including any tax or securities form) (or any rerecording, refiling or reregistration of any thereof) at any time in any public office or elsewhere for the purpose of perfecting, maintaining the perfection of or otherwise making effective the lien of this Indenture or for any other purpose and shall have no responsibility for seeing to the insurance on the Mortgaged Property or for paying any taxes relating to the Mortgaged Property or for otherwise maintaining the Mortgaged Property, including, but not limited to, attending to any environmental matters in respect thereof or disposing of any hazardous or other wastes located thereon.

SECTION 11.05. MAY HOLD BONDS.

Each of the Trustee, any Authenticating Agent, any Paying Agent, any Bond Registrar or any other agent of the Company or the Trustee, in its individual or any other capacity, may become the owner or pledgee of Bonds and, subject to Sections 11.08 and 11.14, may otherwise deal with the Company with the same rights it would have if it were not such Trustee, Authenticating Agent, Paying Agent, Bond Registrar or other agent.

SECTION 11.06. MONEY HELD IN TRUST.

Money held by the Trustee in trust hereunder need not be segregated from other funds, except to the extent required by law or as otherwise provided in the Indenture. The Trustee shall be under no liability for interest on or investment of any money received by it hereunder (provided that the Trustee has invested such money in accordance with a Company Order) except as expressly provided herein or otherwise agreed with, and for the sole benefit of, the Company.

SECTION 11.07. COMPENSATION AND REIMBURSEMENT.

The Company agrees

- (a) to pay to the Trustee from time to time reasonable compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);
- (b) except as otherwise expressly provided herein, to reimburse the Trustee upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except to the extent that any such expense, disbursement or advance may be attributable to its negligence, willful misconduct or bad faith; and
- (c) to indemnify the Trustee (which for purposes of this Section shall include its officers, directors, employees and agents) and hold it harmless from and against any loss, liability or expense reasonably incurred without negligence, willful misconduct or bad faith on its part, arising

out of or in connection with the acceptance or administration of the trust or trusts hereunder or the exercise or performance of its duties hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder.

As security for the performance of the obligations of the Company under this Section 11.07, the Trustee shall have a lien secured by this Indenture prior to the Bonds upon the Mortgaged Property and upon all other property and funds held or collected by the Trustee as such, other than property and funds held in trust (i) for the payment of principal, premium, if any, and interest on the Bonds or (ii) under Section 9.03 (except moneys payable to the Company as provided in Section 9.03). "Trustee" for purposes of this Section shall include any predecessor Trustee; provided, however, that the negligence or willful misconduct or bad faith of any Trustee hereunder shall not affect the rights of any other Trustee hereunder.

In addition and without prejudice to the rights provided to the Trustee under any of the provisions of this Indenture, when the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 10.01(d) or Section 10.01(e), the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services are intended to constitute expenses of administration under any applicable federal or state bankruptcy, insolvency or other similar law.

The provisions of this Section shall survive the termination of this Indenture and the resignation or removal of the Trustee.

SECTION 11.08. DISQUALIFICATION; CONFLICTING INTERESTS.

If the Trustee shall have or acquire any conflicting interest within the meaning of the Trust Indenture Act, it shall either eliminate such conflicting interest or resign to the extent, in the manner and with the effect, and subject to the conditions, provided in the Trust Indenture Act and this Indenture. For purposes of Section 310(b)(1) of the Trust Indenture Act and to the extent permitted thereby, the Trustee, in its capacity as trustee in respect of the Bonds of any series, shall not be deemed to have a conflicting interest arising from its capacity as trustee in respect of the Bonds of any other series.

SECTION 11.09. CORPORATE TRUSTEE REQUIRED; ELIGIBILITY.

There shall at all times be a Trustee hereunder which shall be

- (i) a corporation organized and doing business under the laws of the United States, any state or territory thereof or the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or state authority, or
- (ii) if and to the extent permitted by the Commission by rule, regulation or order upon application, a corporation or other Person organized and doing business under the laws of a foreign government, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000) or the Dollar equivalent of the applicable foreign currency and subject to supervision or examination by authority of such foreign government or a political subdivision thereof substantially equivalent to supervision or examination applicable to United States institutional trustees,

and, in either case, qualified and eligible under this Article and the Trust Indenture Act. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article.

SECTION 11.10. RESIGNATION AND REMOVAL.

(a) Pursuant to the provisions of this Article, the Trustee may at any time resign and be discharged of the trusts created by this Indenture by giving written notice to the Company not less than sixty (60) days prior to the day upon which such resignation shall take effect, and such resignation shall take effect immediately upon the later of the appointment of a successor trustee and such day.

(b) 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 then Outstanding Bonds or by their attorneys in fact duly authorized.

(c) If at any time (1) the Trustee shall cease to be eligible in accordance with Section 11.09 hereof and shall fail to resign after written request therefor by the Company or by any Holder who has been a bona fide Holder for at least six (6) months, (2) the Trustee shall fail to comply with Section 11.08 hereof after written request therefor by the Company or any such Holder, or (3) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation, then the Trustee may be removed forthwith by an instrument or concurrent instruments in writing filed with the Trustee and either:

(i) signed by the President, the Chief Executive Officer, the Chief Financial Officer, the Principal Accounting Officer, the Vice President of Finance, the Treasurer, an Assistant Treasurer, the Controller, the Corporate Secretary or the Assistant Corporate Secretary and attested by the Corporate Secretary, any Assistant Corporate Secretary or any other officer of the Company as permitted by the Company's bylaws; or

(ii) signed and acknowledged by the Holders of a majority in principal amount of Outstanding Bonds or by their attorneys in fact duly authorized.

(d) Any resignation or removal of the Trustee shall not become effective until acceptance of appointment by the successor Trustee as provided in Section 11.11 hereof.

SECTION 11.11. APPOINTMENT OF SUCCESSOR TRUSTEE.

(a) If at any time the Trustee shall resign or be removed, the Company shall promptly appoint a successor Trustee.

(b) The successor Trustee shall provide written notice of its appointment to the Holder of each Outstanding Bond following any such appointment.

(c) If no appointment of a successor Trustee shall be made pursuant to Section 11.11(a) hereof within sixty (60) days after appointment shall be required, any Holder or the resigning 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.

(d) Any Trustee appointed under this Section 11.11 as a successor Trustee shall be a bank or trust company eligible under Section 11.09 hereof and qualified under Section 11.08 hereof.

SECTION 11.12. ACCEPTANCE OF APPOINTMENT BY SUCCESSOR.

(a) In case of the appointment hereunder of a successor Trustee, every such successor Trustee so appointed shall execute, acknowledge and deliver to the Company and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee. Such retiring Trustee shall execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign,

transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien provided for in Section 11.07.

(b) Upon request of any such successor Trustee, the Company shall execute any instruments which fully vest in and confirm to such successor Trustee all rights, powers and trusts referred to in subsection (a) of this Section.

(c) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article.

SECTION 11.13. MERGER, CONVERSION, CONSOLIDATION OR SUCCESSION TO BUSINESS.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

SECTION 11.14. PREFERENTIAL COLLECTION OF CLAIMS AGAINST COMPANY.

If the Trustee shall be or become a creditor of the Company or any other obligor upon the Bonds (other than by reason of a relationship described in Section 311(b) of the Trust Indenture Act), the Trustee shall be subject to any and all applicable provisions of the Trust Indenture Act regarding the collection of claims against the Company or such other obligor.

SECTION 11.15. CO-TRUSTEES AND SEPARATE TRUSTEES.

At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Mortgaged Property may at the time be located, the Company and the Trustee shall have power to appoint, and, upon the written request of the Trustee or of the Holders of at least twenty-five percent (25%) in principal amount of the Bonds then Outstanding, the Company shall for such purpose join with the Trustee in the execution and delivery of all instruments and agreements necessary or proper to appoint, one or more Persons approved by the Trustee and, if no Event of Default shall have occurred and be continuing, by the Company either to act as co-trustee, jointly with the Trustee, of all or any part of the Mortgaged Property, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such Person or Persons, in the capacity aforesaid, any property, title, right or power deemed necessary or desirable, subject to the other provisions of this Section. If the Company does not join in such appointment within fifteen (15) days after the receipt by it of a request so to do, or if an Event of Default shall have occurred and be continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument or instruments from the Company be required by any co-trustee or separate trustee so appointed to more fully confirm to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Company.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following conditions:

(i) the Bonds shall be authenticated and delivered, and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held

by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely, by the Trustee;

(ii) the rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by such appointment shall be conferred or imposed upon and exercised or performed either by the Trustee or by the Trustee and such co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that under any law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee;

(iii) the Trustee at any time, by an instrument in writing executed by it, with the concurrence of the Company, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section, and, if an Event of Default shall have occurred and be continuing, the Trustee shall have power to accept the resignation of, or remove, any such co-trustee or separate trustee without the concurrence of the Company. Upon the written request of the Trustee, the Company shall join with the Trustee in the execution and delivery of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section;

(iv) neither the Trustee nor any co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder; and

(v) any Act of Holders delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

SECTION 11.16. APPOINTMENT OF AUTHENTICATING AGENT.

The Trustee may appoint an Authenticating Agent or Agents with respect to the Bonds of one or more series, or any Tranche thereof, which shall be authorized to act on behalf of the Trustee to authenticate Bonds of such series or Tranche issued upon original issuance, exchange, registration of transfer or partial redemption thereof or pursuant to Section 3.06, and Bonds so authenticated shall be entitled to the benefits of this Indenture and shall be valid and obligatory for all purposes as if authenticated by the Trustee hereunder. Wherever reference is made in this Indenture to the authentication and delivery of Bonds by the Trustee or the Trustee's certificate of authentication, such reference shall be deemed to include authentication and delivery on behalf of the Trustee by an Authenticating Agent and a certificate of authentication executed on behalf of the Trustee by an Authenticating Agent. Each Authenticating Agent shall be acceptable to the Company and shall at all times be a corporation organized and doing business under the laws of the United States, any state or territory thereof or the District of Columbia, authorized under such laws to act as Authenticating Agent, having a combined capital and surplus of not less than Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or state authority. If such Authenticating Agent publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Authenticating Agent shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section.

Any corporation into which an Authenticating Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Authenticating Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate agency or corporate trust business of an Authenticating Agent, shall continue to be an Authenticating Agent, provided such corporation shall be otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the Trustee or the Authenticating Agent.

An Authenticating Agent may resign at any time by giving written notice thereof to the Trustee and to the Company. The Trustee may at any time terminate the agency of an Authenticating Agent by giving written notice thereof to such Authenticating Agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time such Authenticating Agent shall cease to be eligible in accordance with the provisions of this Section, the Trustee may appoint a successor Authenticating Agent which shall be acceptable to the Company. Any successor Authenticating Agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Company agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services under this Section.

The provisions of Sections 3.08, 11.04 and 11.05 shall be applicable to each Authenticating Agent.

If an appointment with respect to the Bonds of one or more series, or any Tranche thereof, shall be made pursuant to this Section, the Bonds of such series or Tranche may have endorsed thereon, in addition to the Trustee's certificate of authentication, an alternate certificate of authentication substantially in the following form:

This is one of the Bonds of the series designated therein referred to in the within-mentioned Indenture.

_____, as Trustee

By _____
As Authenticating Agent

By _____
Authorized Officer

If all of the Bonds of a series may not be originally issued at one time, and if the Trustee does not have an office capable of authenticating Bonds upon original issuance located in a Place of Payment where the Company wishes to have Bonds of such series authenticated upon original issuance, the Trustee, if so requested by the Company in writing (which writing need not comply with Section 1.04 and need not be accompanied by an Opinion of Counsel), shall appoint, in accordance with this Section and in accordance with such procedures as shall be acceptable to the Trustee, an Authenticating Agent having an office in a Place of Payment designated by the Company with respect to such series of Bonds.

ARTICLE XII

LISTS OF HOLDERS; REPORTS BY TRUSTEE AND COMPANY

SECTION 12.01. LISTS OF HOLDERS.

Semiannually, not less than 45 days nor more than 60 days after June 1 and December 1 in each year, commencing June 1, 2026, and at such other times as the Trustee may request in writing, the Company shall furnish or cause to be furnished to the Trustee, information as to the names and addresses of the Holders as of a date no more than fifteen (15) days prior to the date such information is so furnished, and the Trustee shall preserve such information and similar information received by it in any other capacity and afford to the Holders access to information so preserved by it, all to such extent, if any, and in such manner as shall be required by the Trust Indenture Act; provided, however, that no such list need be furnished so long as the Trustee shall be the Bond Registrar.

SECTION 12.02. REPORTS BY TRUSTEE AND COMPANY.

Not later than July 15 in each year, commencing July 15, 2026, the Trustee shall transmit to the Holders, the Commission and each securities exchange upon which any Bonds are listed a report, dated as of the preceding May 15, with respect to any events and other matters described in Section 313(a) of the Trust Indenture Act, in such manner and to the extent required by the Trust Indenture Act. The Trustee shall transmit to the Holders, the Commission and each securities exchange upon which any Bonds are listed, and the Company shall file with the Trustee (within thirty (30) days after filing with the Commission in the case of reports which pursuant to the Trust Indenture Act must be filed with the Commission and furnished to the Trustee) and cause to be transmitted to the Holders, such other information, reports and other documents, if any, at such times and in such manner, as shall be required by the Trust Indenture Act. Delivery of such reports, information and documents to the Trustee is for informational purposes only and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to rely exclusively on Officer's Certificates). The Company shall notify the Trustee in writing of the listing of any Bonds on any securities exchange.

ARTICLE XIII**CONSOLIDATION, MERGER, CONVEYANCE OR OTHER TRANSFER****SECTION 13.01. COMPANY MAY CONSOLIDATE, ETC., ONLY ON CERTAIN TERMS.**

The Company shall not consolidate with or merge with or into any other Person, or convey, or otherwise transfer, or lease, subject to the lien of this Indenture, all or substantially all of the Mortgaged Property to any Person, unless:

(a) the Person formed by such consolidation or into which the Company is merged or the Person which acquires by conveyance or other transfer, or which leases, all or substantially all of the Mortgaged Property shall be a corporation, shall be organized and existing under the laws of the United States, any state thereof or the District of Columbia (such corporation being hereinafter sometimes called the "**Successor Corporation**") and shall execute and deliver to the Trustee an indenture supplemental hereto, in form recordable and reasonably satisfactory to the Trustee, which:

(i) in the case of a consolidation, merger, conveyance or other transfer, or in the case of a lease if the term thereof extends beyond the last Stated Maturity of the Bonds then Outstanding, contains an assumption by the Successor Corporation of the due and punctual payment of the principal of and premium, if any, and interest, if any, on all the Bonds then Outstanding and the performance and observance of every covenant and condition of this Indenture to be performed or observed by the Company, and

(ii) contains a grant, conveyance, transfer and mortgage by the Successor Corporation, of the same tenor of the Granting Clauses herein,

(A) confirming the lien of this Indenture on the Mortgaged Property (as constituted immediately prior to the time such transaction became effective) and subjecting to the lien of this Indenture all property (other than Excepted Property), real, personal and mixed, thereafter acquired by the Successor Corporation which shall constitute an improvement, extension or addition to the Mortgaged Property (as so constituted) or a renewal, replacement or substitution of or for any part thereof, and, at the election of the Successor Corporation,

(B) subjecting to the lien of this Indenture such property, real, personal or mixed, in addition to the property described in subclause (A) above, then owned or thereafter acquired by the Successor Corporation as the Successor Corporation shall, in its sole discretion, specify or describe therein, and the lien confirmed or created by such grant, conveyance, transfer and mortgage shall have force, effect and standing similar to those which the lien of this Indenture would have had if

the Company had not been a party to such consolidation, merger, conveyance or other transfer and had itself, after the time such transaction became effective, purchased, constructed or otherwise acquired the property subject to such grant, conveyance, transfer and mortgage;

(b) in the case of a lease, such lease shall be made expressly subject to termination by the Company at any time during the continuance of an Event of Default, 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 pursuant to judicial proceedings;

(c) immediately after giving effect to such transaction and treating any indebtedness which becomes an obligation of the Company as a result of such transaction as having been incurred by the Company at the time of such transaction, no Default or Event of Default shall have occurred and be continuing; and

(d) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that the merger, consolidation, conveyance, lease or transfer, as the case may be, fully complies with all provisions of this Indenture; provided, however, that the delivery of such an Officer's Certificate and Opinion of Counsel shall not be required with respect to any merger, consolidation, conveyance, transfer or lease between the Company and any of its wholly-owned Subsidiaries.

Notwithstanding the foregoing, the Company may merge or consolidate with or transfer all or substantially all of its assets to an Affiliate that has no significant assets or liabilities and was formed solely for the purpose of changing the jurisdiction of organization of the Company or the form of organization of the Company or for the purpose of forming a holding company; provided that the amount of indebtedness of the Company is not increased thereby; and provided, further that the successor assumes all obligations of the Company under this Indenture.

As used in this Article and in Section 8.10(d), the terms "improvement", "extension" and "addition" shall be limited to (a) with respect to real property subject to the lien of this Indenture, any item of personal property which has been so affixed or attached to such real property as to be regarded a part of such real property under applicable law and (b) with respect to personal property subject to the lien of this Indenture, any improvement, extension or addition to such personal property which (i) is made to maintain, renew, repair or improve the function of such personal property and (ii) is physically installed in or affixed to such personal property.

SECTION 13.02. SUCCESSOR CORPORATION SUBSTITUTED.

Upon any consolidation or merger or any conveyance or other transfer, subject to the Lien of this Indenture, of all or substantially all of the Mortgaged Property in accordance with Section 13.01, the Successor Corporation shall succeed to, and be substituted for, and may exercise every power and right of, the Company under this Indenture with the same effect as if such Successor Corporation had been named as the "Company" herein. Without limiting the generality of the foregoing:

(a) all property of the Successor Corporation then subject to the lien of this Indenture, of the character described in Section 1.03, shall constitute Property Additions;

(b) the Successor Corporation may execute and deliver to the Trustee, and thereupon the Trustee shall, subject to the provisions of Article V, authenticate and deliver, Bonds upon any basis provided in Article V; and

(c) the Successor Corporation may, subject to the applicable provisions of this Indenture, cause Property Additions to be applied to any other Authorized Purpose.

All Bonds so executed by the Successor Corporation, and authenticated and delivered by the Trustee, shall in all respects be entitled to the benefit of the lien of this Indenture equally and ratably with all Bonds executed, authenticated and delivered prior to the time such consolidation, merger, conveyance or other transfer became effective.

In case of any such consolidation, merger, sale, conveyance or lease, changes in phraseology and form may be made in the Bonds thereafter to be issued and the documentation thereafter to be delivered hereunder as may be appropriate to reflect such occurrence.

SECTION 13.03. EXTENT OF LIEN HEREOF ON PROPERTY OF SUCCESSOR CORPORATION.

Unless, in the case of a consolidation, merger, conveyance or other transfer contemplated by Section 13.01, the indenture supplemental hereto contemplated in clause (a) in Section 13.01, or any other indenture, contains a grant, conveyance, transfer and mortgage by the Successor Corporation as described in subclause (B) thereof, neither this Indenture nor such supplemental indenture shall become or be, or be required to become or be, a Lien upon any of the properties:

- (a) owned by the Successor Corporation or any other party to such transaction (other than the Company) immediately prior to the time of effectiveness of such transaction or
- (b) acquired by the Successor Corporation at or after the time of effectiveness of such transaction,

except, in either case, Mortgaged Property acquired from the Company in or as a result of such transaction and, to the extent not constituting Excepted Property, improvements, extensions and additions to such properties and renewals, replacements and substitutions of or for any part or parts thereof.

SECTION 13.04. RELEASE OF COMPANY UPON CONVEYANCE OR OTHER TRANSFER.

In the case of a conveyance or other transfer to any Person or Persons as contemplated in Section 13.01, upon the satisfaction of all the conditions specified in Section 13.01, the Company (such term being used in this Section without giving effect to such transaction) shall be released and discharged from all obligations and covenants under this Indenture and on and under all Bonds then Outstanding (unless the Company shall have delivered to the Trustee an instrument in which it shall waive such release and discharge) and the Trustee shall acknowledge in writing that the Company has been so released and discharged.

SECTION 13.05. MERGER INTO COMPANY; EXTENT OF LIEN HEREOF.

- (a) Nothing in this Indenture shall be deemed to prevent or restrict any consolidation or merger after the consummation of which the Company would be the surviving or resulting company or any conveyance or other transfer, or lease, subject to the lien of this Indenture (unless otherwise expressly provided herein), of any part of the Mortgaged Property which does not constitute the entirety, or substantially the entirety, thereof.
- (b) Unless, in the case of a consolidation or merger described in subsection (a) of this Section, an indenture supplemental hereto shall otherwise provide, this Indenture shall not become or be, or be required to become or be, a Lien upon any of the properties acquired by the Company in or as a result of such transaction or any improvements, extensions or additions to such properties or any renewals, replacements or substitutions of or for any part or parts thereof.

SECTION 13.06. SALE-LEASEBACK TRANSACTIONS.

The Company may effect any transaction where the Company sells or transfers any Mortgaged Property that is real property (“**Principal Property**”), with the Company taking back a lease of such Principal Property (a “**Sale-Leaseback Transaction**”), provided that the Cost or Fair Value (whichever is less) of the Mortgaged Property (excluding the Mortgaged Property to be released pursuant to the Sale-Leaseback Transaction but including any Mortgaged Property to be acquired by the Company with the proceeds of, or otherwise in connection with, such release) stated in the Expert’s Certificate delivered pursuant to the penultimate sentence of this Section 13.06 equals or exceeds an amount equal to ten-sevenths (10/7ths) of the aggregate principal amount of Bonds then Outstanding. Further, the Company may effect any Sale-Leaseback

Transaction on a Principal Property involving a lease for a period, including renewals, of not more than 180 months. The Trustee shall release from the lien hereof all its right, title and interest in and to any Mortgaged Property subject to a Sale-Leaseback Transaction upon the application of the Company and the receipt by the Trustee of an Expert's Certificate made and dated not more than ninety (90) days prior to the date of the application stating (x) the Cost or the then Fair Value (whichever is less) of (a) the Mortgaged Property and (b) the portion of the Mortgaged Property to be released pursuant to the Sale-Leaseback Transaction and that such release will not materially adversely affect the conduct of the Electric Utility Business of the Company and (y) the Cost or the then Fair Value (whichever is less) of the Mortgaged Property (excluding the Mortgaged Property to be released pursuant to the Sale-Leaseback Transaction but including any Mortgaged Property to be acquired by the Company with the proceeds of, or otherwise in connection with such release) stated in such Expert's Certificate equals or exceeds an amount equal to ten-sevenths (10/7ths) of the aggregate principal amount of the Bonds then Outstanding. For purposes of this Section 13.06, "Cost" shall have the meaning assigned to it in Section 1.03(c) herein.

ARTICLE XIV

SUPPLEMENTAL INDENTURES

SECTION 14.01. SUPPLEMENTAL INDENTURES WITHOUT CONSENT OF HOLDERS.

Without the consent of any Holders, the Company and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto for any of the following purposes:

- (a) to evidence the succession of another Person to the Company and the assumption by any such successor of the covenants of the Company herein and in the Bonds, all as provided in Article XIII; or
- (b) to add one or more covenants of the Company or other provisions for the benefit of all Holders or for the benefit of the Holders of, or to remain in effect only so long as there shall be Outstanding, Bonds of one or more specified series, or one or more specified Tranches thereof; or to surrender any right or power herein conferred upon the Company; or
- (c) to correct (including to subject to the lien of this Indenture inadvertently excluded property and to remove any property that has been inadvertently subjected to the lien of this indenture by the inadvertent inclusion of the description of such property in Exhibit A, Exhibit B, Exhibit C or by supplemental indenture), amplify, expand or add to the description of any property at any time subject to the lien of this Indenture; or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture; or to subject to the lien of this Indenture additional property types (including property of Persons other than the Company); or
- (d) to specify any additional Permitted Liens with respect to such additional property and to modify Section 8.02 in order to specify therein any additional items with respect to such additional property; or
- (e) to change or eliminate any provision of this Indenture or to add any new provision to this Indenture; provided, however, that if such change, elimination or addition shall adversely affect the interests of the Holders of Bonds of any series or Tranche in any material respect, such change, elimination or addition shall become effective with respect to such series or Tranche only when no Bond of such series or Tranche remains Outstanding; or
- (f) to establish the form or terms of Bonds of any series or Tranche as contemplated by Sections 2.01 and 3.01; or
- (g) to evidence and provide for the acceptance of appointment hereunder by a separate or successor Trustee with respect to the Bonds of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration

of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 11.12(b); or

- (h) to provide for the procedures required to permit the Company to issue, at its option, all or any series or Tranche of, the Bonds as uncertificated securities; or
- (i) to change any place or places where (1) the principal of and premium, if any, and interest, if any, on all or any series of Bonds, or any Tranche thereof, shall be payable, (2) all or any series of Bonds, or any Tranche thereof, may be surrendered for registration of transfer, (3) all or any series of Bonds, or any Tranche thereof, may be surrendered for exchange and (4) notices and demands to or upon the Company in respect of all or any series of Bonds, or any Tranche thereof, and this Indenture may be served; or
- (j) to cure any ambiguity, to correct or supplement any provision herein which may be defective or inconsistent with any other provision herein; or to make any other additions to, deletions from or other changes to the provisions under this Indenture, provided that such additions, deletions and/or other changes shall not adversely affect the interests of the Holders of Bonds of any series or Tranche in any material respect; or
- (k) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act, or under any similar federal statute hereafter enacted, and to add to this Indenture such other provisions as may be expressly permitted by the Trust Indenture Act, excluding, however the provisions referred to in Section 316(a)(2) of the Trust Indenture Act as in effect at the date as of which this instrument was executed or any corresponding provision in any similar federal statute hereafter enacted; or
- (l) in connection with the occurrence of the Lien Effective Date under Section 4.01, to amend (including to amend and restate) this Indenture to effectuate the lien of this Indenture on the Mortgaged Property; or
- (m) to supplement any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the discharge of any series of Bonds pursuant to Section 9.02; provided that any such action shall not adversely affect the interests of the Holders of Bonds of such series or any other series of Bonds in any material respect; or
- (n) to comply with the rules or regulations of any securities exchange or automated quotation system on which any of the Bonds may be listed or traded or of any applicable securities depository.

Without limiting the generality of the foregoing, if the Trust Indenture Act as in effect at the Execution Date, or at any time thereafter shall be amended and

(x) if any such amendment shall require one or more changes to any provisions hereof or the inclusion herein of any additional provisions, or shall by operation of law be deemed to effect such changes or incorporate such provisions by reference or otherwise, this Indenture shall be deemed to have been amended so as to conform to such amendment to the Trust Indenture Act, and the Company and the Trustee may, without the consent of any Holders, enter into an indenture supplemental hereto to evidence such amendment hereof; or

(y) if any such amendment shall permit one or more changes to, or the elimination of, any provisions hereof which, at the date of the execution and delivery hereof or at any time thereafter, are required by the Trust Indenture Act to be contained herein or are contained herein to reflect any provisions of the Trust Indenture Act as in effect at such date, this Indenture shall be deemed to have been amended to effect such changes or elimination, and the Company and the Trustee may, without the consent of any Holders, enter into an indenture supplemental hereto to amend this Indenture to effect such changes or elimination.

SECTION 14.02. SUPPLEMENTAL INDENTURES WITH CONSENT OF HOLDERS.

Subject to the provisions of Section 14.01, with the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds of all series then Outstanding under this Indenture, considered as one class, by Act of said Holders delivered to the Company and the Trustee, the Company and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture; provided, however, that if there shall be Bonds of more than one series Outstanding hereunder and if a proposed supplemental indenture shall directly affect the rights of the Holders of Bonds of one or more, but less than all, of such series, then the consent only of the Holders of a majority in aggregate principal amount of the Outstanding Bonds of all series so directly affected, considered as one class, shall be required; and provided, further, that if the Bonds of any series shall have been issued in more than one Tranche and if a proposed supplemental indenture shall directly affect the rights of the Holders of Bonds of one or more, but less than all, of such Tranches, then the consent only of the Holders of a majority in aggregate principal amount of the Outstanding Bonds of all Tranches so directly affected, considered as one class, shall be required; and provided, further, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Bond of each series or Tranche so directly affected:

- (a) except as otherwise specified in the form or terms of the Bonds of any series as permitted by Sections 2.01 and 3.01 with respect to extending the Stated Maturity of any Bond of such series, change the Stated Maturity of the principal of, or any installment of principal of or interest on, any Bond, or reduce the principal amount thereof or the rate of interest thereon (or the amount of any installment of interest thereon) or change the method of calculating such rate or reduce any premium payable thereon, or reduce the amount of the principal of any Discount Bond that would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 10.02, or change the coin or currency (or other property), in which any Bond or premium, if any, or interest, if any, thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Maturity of any Bond, without, in any such case, the consent of the Holder of such Bond; or
- (b) permit the creation of any Lien (not otherwise permitted hereby) ranking prior to the lien of this Indenture with respect to all or substantially all of the Mortgaged Property, or terminate the lien of this Indenture on all or substantially all of the Mortgaged Property or deprive the Holders of the benefit of the lien of this Indenture; or
- (c) reduce the percentage in principal amount of the Outstanding Bonds of any series, or any Tranche thereof, the consent of the Holders of which is required for any such supplemental indenture, or the consent of the Holders of which is required for any waiver of compliance with any provision of this Indenture or of any default hereunder and its consequences, or reduce the requirements of Section 15.04 for quorum or voting; or
- (d) modify any of the provisions of this Section, Section 7.09 or Section 10.17 with respect to the Bonds of any series or any Tranche thereof (except to increase the percentages in principal amount referred to in this Section or such other Sections or to provide that other provisions of this Indenture cannot be modified or waived without the consent of the Holders of all Bonds of such series or Tranche) without, in any such case, the consent of the Holder of each Outstanding Bond of such series or Tranche; provided, however, that this clause shall not be deemed to require the consent of any Holder with respect to changes in the references to "the Trustee" and concomitant changes in this Section, or the deletion of this proviso, in accordance with the requirements of Section 14.01(g).

A supplemental indenture which (x) changes or eliminates any covenant or other provision of this Indenture which has expressly been included solely for the benefit of the Holders of, or which is to remain in effect only so long as there shall be Outstanding, Bonds of one or more specified series, or one or more Tranches thereof, or (y) modifies the rights of the Holders of Bonds of such series or Tranches with respect to such covenant or other provision, shall be deemed not to affect the rights under this Indenture of the Holders of Bonds of any other series or Tranche.

It shall not be necessary for any Act of Holders under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

Anything in this Indenture to the contrary notwithstanding, if the Officer's Certificate, supplemental indenture or Board Resolution, as the case may be, establishing the Bonds of any series or Tranche shall provide that the Company may make certain specified additions, changes or eliminations to or from the Indenture which shall be specified in such Officer's Certificate, supplemental indenture or Board Resolution establishing such series or Tranche, (a) the Holders of Bonds of such series or Tranche shall be deemed to have consented to a supplemental indenture containing such additions, changes or eliminations to or from the Indenture which shall be specified in such Officer's Certificate, supplemental indenture or Board Resolution establishing such series or Tranche, (b) no Act of such Holders shall be required to evidence such consent and (c) such consent may be counted in the determination of whether or not the Holders of the requisite principal amount of Bonds shall have consented to such supplemental indenture.

SECTION 14.03. EXECUTION OF SUPPLEMENTAL INDENTURES.

In executing, or accepting the additional trusts created by any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 11.01) shall be fully protected in relying upon, an Officer's Certificate and Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties, immunities or liabilities under this Indenture or otherwise.

SECTION 14.04. EFFECT OF SUPPLEMENTAL INDENTURES.

Upon the execution and delivery of any supplemental indenture under this Article, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby. Any supplemental indenture permitted by this Article may restate this Indenture in its entirety, and, upon the execution and delivery thereof, any such restatement shall supersede this Indenture as theretofore in effect for all purposes.

SECTION 14.05. CONFORMITY WITH TRUST INDENTURE ACT.

Every supplemental indenture executed pursuant to this Article shall conform to the requirements of the Trust Indenture Act.

SECTION 14.06. REFERENCE IN BONDS TO SUPPLEMENTAL INDENTURES.

Bonds of any series, or any Tranche thereof, authenticated and delivered after the execution of any supplemental indenture pursuant to this Article may, and shall if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Company shall so determine, new Bonds of any series, or any Tranche thereof, so modified as to conform, in the opinion of the Trustee and the Company, to any such supplemental indenture may be prepared and executed by the Company and authenticated and delivered by the Trustee in exchange for Outstanding Bonds of such series or Tranche.

SECTION 14.07. MODIFICATION WITHOUT SUPPLEMENTAL INDENTURE.

To the extent, if any, that the terms of any particular series of Bonds shall have been established in or pursuant to a Board Resolution or an Officer's Certificate pursuant to a supplemental indenture or a Board Resolution as contemplated by Section 3.01, and not in a supplemental indenture, additions to, changes in or the elimination of any of such terms may be effected by means of a supplemental Board Resolution or a supplemental Officer's Certificate, as the case may be, delivered to, and accepted by, the Trustee; provided, however, that such supplemental Board Resolution or supplemental Officer's Certificate shall not be accepted by the

Trustee or otherwise be effective unless all conditions set forth in this Indenture which would be required to be satisfied if such additions, changes or elimination were contained in a supplemental indenture shall have been appropriately satisfied. Upon the acceptance thereof by the Trustee, any such supplemental Board Resolution or supplemental Officer's Certificate shall be deemed to be a "supplemental indenture" for purposes of Section 14.04 and 14.06 and a "supplemental indenture", "indenture supplemental" to this Indenture or "instrument" supplemental to this Indenture for purposes of Section 7.08.

ARTICLE XV

MEETINGS OF HOLDERS; ACTION WITHOUT MEETING

SECTION 15.01. PURPOSES FOR WHICH MEETINGS MAY BE CALLED.

A meeting of Holders of Bonds of one or more, or all, series, or any Tranche or Tranches thereof, may be called at any time and from time to time pursuant to this Article to make, give or take any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be made, given or taken by Holders of Bonds of such series or Tranches.

SECTION 15.02. CALL, NOTICE AND PLACE OF MEETINGS.

(a) The Trustee may at any time call a meeting of Holders of Bonds of one or more, or all, series, or any Tranche or Tranches thereof, for any purpose specified in Section 15.01, to be held at such time and (except as provided in subsection (b) of this Section) at such place, including virtually, as the Trustee shall determine with the approval of the Company. Notice of every such meeting, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be given, in the manner provided in Section 1.08, not less than twenty-one (21) nor more than one hundred eighty (180) days prior to the date fixed for the meeting.

(b) The Trustee may be asked to call a meeting of the Holders of Bonds of one or more, or all, series, or any Tranche or Tranches thereof, by the Company or by the Holders of at least twenty-five percent (25%) in aggregate principal amount of all of such series and Tranches, considered as one class, for any purpose specified in Section 15.01, by written request setting forth in reasonable detail the action proposed to be taken at the meeting. If the Trustee shall have been asked by the Company to call such a meeting, the Company shall determine the time and place for such meeting and may call such meeting by giving notice thereof in the manner provided in subsection (a) of this Section, or shall direct the Trustee, in the name and at the expense of the Company, to give such notice. If the Trustee shall have been asked to call such a meeting by Holders in accordance with this subsection (b), and the Trustee shall not have given the notice of such meeting within twenty-one (21) days after receipt of such request or shall not thereafter proceed to cause the meeting to be held as provided herein, then the Holders of Bonds of such series and Tranches, in the principal amount above specified, may determine the time and the place for such meeting, such place to be approved by the Company, and may call such meeting for such purposes by giving notice thereof as provided in subsection (a) of this Section.

(c) Any meeting of Holders of Bonds of one or more, or all, series, or any Tranche or Tranches thereof, shall be valid without notice if the Holders of all Outstanding Bonds of such series or Tranches are present in person or by proxy and if representatives of the Company and the Trustee are present, or if notice is waived in writing before or after the meeting by the Holders of all Outstanding Bonds of such series, or any Tranche or Tranches thereof, or by such of them as are not present at the meeting in person or by proxy, and by the Company and the Trustee.

SECTION 15.03. PERSONS ENTITLED TO VOTE AT MEETINGS.

To be entitled to vote at any meeting of Holders of Bonds of one or more, or all, series, or any Tranche or Tranches thereof, a Person shall be (a) a Holder of one or more Outstanding Bonds of such series or Tranches or (b) a Person appointed by an instrument in writing as proxy for a Holder or Holders of one or more Outstanding Bonds of such series or Tranches by such Holder or Holders. The only Persons who shall be entitled to attend any meeting of Holders of Bonds of

any series or Tranche shall be the Persons entitled to vote at such meeting and their counsel, any representatives of the Trustee and its counsel and any representatives of the Company and its counsel.

SECTION 15.04. QUORUM; ACTION.

The Persons entitled to vote a majority in aggregate principal amount of the Outstanding Bonds of the series and Tranches with respect to which a meeting shall have been called as hereinbefore provided, considered as one class, shall constitute a quorum for a meeting of Holders of Bonds of such series and Tranches; provided, however, that if any action is to be taken at such meeting which this Indenture expressly provides may be taken by the Holders of a specified percentage, which is less than a majority, in principal amount of the Outstanding Bonds of such series and Tranches, considered as one class, the Persons entitled to vote such specified percentage in principal amount of the Outstanding Bonds of such series and Tranches, considered as one class, shall constitute a quorum. In the absence of a quorum within one hour of the time appointed for any such meeting, the meeting shall, if convened at the request of Holders of Bonds of such series and Tranches, be dissolved. In any other case the meeting may be adjourned for such period as may be determined by the chair of the meeting prior to the adjournment of such meeting. In the absence of a quorum at any such adjourned meeting, such adjourned meeting may be further adjourned for such period as may be determined by the chair of the meeting prior to the adjournment of such adjourned meeting. Except as provided by Section 15.05(e), notice of the reconvening of any meeting adjourned for more than thirty (30) days shall be given as provided in Section 1.08 not less than ten (10) days prior to the date on which the meeting is scheduled to be reconvened. Notice of the reconvening of an adjourned meeting shall state expressly the percentage, as provided above, of the principal amount of the Outstanding Bonds of such series and Tranches which shall constitute a quorum.

Except as limited by Section 14.02, any resolution presented to a meeting or adjourned meeting duly reconvened at which a quorum is present as aforesaid may be adopted only by the affirmative vote of the Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds of the series and Tranches with respect to which such meeting shall have been called, considered as one class; provided, however, that, except as so limited, any resolution with respect to any action which this Indenture expressly provides may be taken by the Holders of a specified percentage, which is less than a majority, in principal amount of the Outstanding Bonds of such series and Tranches, considered as one class, may be adopted at a meeting or an adjourned meeting duly reconvened and at which a quorum is present as aforesaid by the affirmative vote of the Holders of such specified percentage in principal amount of the Outstanding Bonds of such series and Tranches, considered as one class.

Any resolution passed or decision taken at any meeting of Holders of Bonds duly held in accordance with this Section shall be binding on all the Holders of Bonds of the series and Tranches with respect to which such meeting shall have been held, whether or not present or represented at the meeting.

SECTION 15.05. ATTENDANCE AT MEETINGS; DETERMINATION OF VOTING RIGHTS; CONDUCT AND ADJOURNMENT OF MEETINGS.

(a) Attendance at meetings of Holders of Bonds may be in person or by proxy; and, to the extent permitted by law, any such proxy shall remain in effect and be binding upon any future Holder of the Bonds with respect to which it was given unless and until specifically revoked by the Holder or future Holder (except as provided in Section 1.06(g)) of such Bonds before being voted.

(b) Notwithstanding any other provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Holders of Bonds in regard to proof of the holding of such Bonds and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate. Except as otherwise permitted or required by any such regulations and approved by the Company, the holding of Bonds shall be proved in the manner

specified in Section 1.06 and the appointment of any proxy shall be proved in the manner specified in Section 1.06. Such regulations may provide that written instruments appointing proxies, regular on their face, may be presumed valid and genuine without the proof specified in Section 1.06 or other proof.

(c) The Trustee shall, by an instrument in writing, appoint a temporary chair of the meeting, unless the meeting shall have been called by the Company or by Holders as provided in Section 15.02(b), in which case the Company or the Holders of Bonds of the series and Tranches calling the meeting, as the case may be, shall in like manner appoint a temporary chair. A permanent chair and a permanent secretary of the meeting shall be elected by vote of the Persons entitled to vote a majority in aggregate principal amount of the Outstanding Bonds of all series and Tranches represented at the meeting, considered as one class.

(d) At any meeting each Holder or proxy shall be entitled to one vote for each One Thousand Dollars (\$1,000) principal amount of Outstanding Bonds held or represented by such Holder; provided, however, that no vote shall be cast or counted at any meeting in respect of any Bond challenged as not Outstanding and ruled by the chair of the meeting to be not Outstanding. The chair of the meeting shall have no right to vote, except as a Holder of a Bond or proxy.

(e) Any meeting duly called pursuant to Section 15.02 at which a quorum is present may be adjourned from time to time by Persons entitled to vote a majority in aggregate principal amount of the Outstanding Bonds of all series and Tranches represented at the meeting, considered as one class; and the meeting may be held as so adjourned without further notice.

SECTION 15.06. COUNTING VOTES AND RECORDING ACTION OF MEETINGS.

The vote upon any resolution submitted to any meeting of Holders shall be by written ballots on which shall be subscribed the signatures of the Holders or of their representatives by proxy and the principal amounts and serial numbers (or CUSIP numbers in the case of Global Bonds) of the Outstanding Bonds, of the series and Tranches with respect to which the meeting shall have been called, held or represented by them. The permanent chair of the meeting shall appoint two (2) inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports of all votes cast at the meeting. A record in duplicate of the proceedings of each meeting of Holders shall be prepared by the secretary of the meeting and there shall be attached to such record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that such notice was given as provided in Section 15.02 and, if applicable, Section 15.04. Each copy shall be signed and verified by the affidavits of the permanent chair and secretary of the meeting and one such copy shall be delivered to the Company, and another to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

SECTION 15.07. ACTION WITHOUT MEETING.

In lieu of a vote of Holders at a meeting as hereinbefore contemplated in this Article, any request, demand, authorization, direction, notice, consent, waiver or other action may be made, given or taken by Holders by one or more written instruments as provided in Section 1.06.

ARTICLE XVI

IMMUNITY OF INCORPORATORS, STOCKHOLDERS, OFFICERS AND DIRECTORS

SECTION 16.01. LIABILITY SOLELY CORPORATE.

No recourse shall be had for the payment of the principal of or premium, if any, or interest, if any, on any Bonds, or any part thereof, or for any claim based thereon or otherwise in respect thereof, or of the indebtedness represented thereby, or upon any obligation, covenant or agreement

under this Indenture, against any incorporator, stockholder, officer or director, as such, past, present or future, of the Company or of any predecessor or successor corporation (either directly or through the Company or a predecessor or successor corporation), whether by virtue of any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that this Indenture and all the Bonds are solely corporate obligations and that no personal liability whatsoever shall attach to, or be incurred by, any incorporator, stockholder, officer or director, past, present or future, of the Company or of any predecessor or successor corporation, either directly or indirectly through the Company or any predecessor or successor corporation, because of the indebtedness hereby authorized or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any of the Bonds or to be implied herefrom or therefrom; and such personal liability, if any, is hereby expressly waived and released as a condition of, and as part of the consideration for, the execution and delivery of this Indenture and the issuance of the Bonds.

This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the day and year first above written.

PUGET SOUND ENERGY, INC.,
as Issuer (Mortgagor)

By: 

Name: Cara Peterman

Title: Director, Chief Risk Officer and Corporate
Treasurer

U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Trustee (Mortgagee)

By: _____

Name: Michelle Lee

Title: Vice President


[Signature Page to Indenture of Mortgage – Electric
Skagit County, Washington]

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be duly executed as of the day and year first above written.

PUGET SOUND ENERGY, INC.,
as Issuer (Mortgagor)

By: _____
Name: Cara Peterman
Title: Director, Chief Risk Officer and Corporate
Treasurer

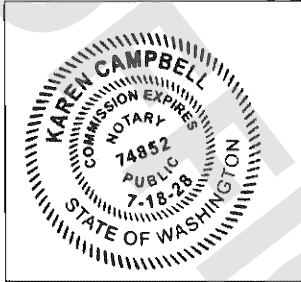
U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,
as Trustee (Mortgagee)

By:  _____
Name: Michelle Lee
Title: Vice President

[Signature Page to Indenture of Mortgage – Electric
Skagit County, Washington]

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

This record was acknowledged before me on November 13, 2025, by CARA PETERMAN
as Director, Chief Risk Officer and Corporate Treasurer of PUGET SOUND ENERGY, INC.



(Use this space for notarial stamp/seal)

KJ Campbell
(Signature of notary public)

Notary Public
(Title of office)

My commission expires: 7/18/28

[Mortgagor Acknowledgment Page to Indenture of Mortgage – Electric
Skagit County, Washington]

STATE OF NEW YORK)
) ss.
COUNTY OF Kings)

On this 18 day of November, 2025, before me, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared MICHELLE LEE, to me known to be the Vice President of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee, the national association that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said national association for the uses and purposes therein mentioned.

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

Denia A. Larios
Type Notary Name: Denia A Larios
Notary Public in: State of New York
My appointment expires: 4/10/2028

Denia A. Larios
Notary Public, State of New York
No. 01LA0023340
Qualified in Kings County
Commission Expires 04/10/2028

[Mortgagee Acknowledgment Page to Indenture of Mortgage – Electric
Skagit County, Washington]

SCHEDULE 1

FORM OF EXPERT'S CERTIFICATE UNDER SECTION 5.02

EXPERT'S CERTIFICATE AS TO PROPERTY ADDITIONS

This Expert's Certificate as to Property Additions ("**Certificate**") is being executed and delivered by [NAME OF EXPERT], as [POSITION OR TITLE OF EXPERT], and by [NAME OF AUTHORIZED OFFICER], as [TITLE OF AUTHORIZED OFFICER] of Puget Sound Energy, Inc. (the "**Company**"), in connection with the proposed issuance of [DESCRIPTION OF PROPOSED BOND ISSUE] in the aggregate principal amount of \$ _____ (the "**New Bonds**") under Section 5.02 of that certain Indenture of Mortgage - Electric, dated as of _____, 2025, by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "**Indenture**"). All capitalized terms used herein, unless otherwise defined herein, shall have the respective meanings assigned to such terms in the Indenture.

The undersigned hereby certify as to each of the following items in accordance with and as required pursuant to Section 5.02(b)(ii) of the Indenture:

1. The Property Additions designated by the Company to be made the basis for the authentication and delivery of the New Bonds are described as follows (the "**Designated Property Additions**"):

[DESCRIBE PROPERTY ADDITIONS

(PROPERTY ADDITIONS MAY BE DESCRIBED BY ASSET GROUPINGS OR CATEGORIES ESTABLISHED BY REGULATORY OR INDUSTRY BODIES HAVING JURISDICTION OVER THE COMPANY, INCLUDING, BUT NOT LIMITED TO, THE FEDERAL ENERGY REGULATORY COMMISSION'S REGULATORY ACCOUNTING AND FINANCIAL REPORTING REQUIREMENTS)]

2. All Designated Property Additions constitute Property Additions.
3. The Cost of the Designated Property Additions is \$ _____.
4. [THE DESIGNATED PROPERTY ADDITIONS ARE SUBJECT TO A SENIOR LIEN SECURING SENIOR LIEN OBLIGATIONS. THE OUTSTANDING PRINCIPAL AMOUNT OF PURCHASE MONEY LIENS WHICH CONSTITUTE SENIOR LIEN OBLIGATIONS IS \$ _____ AS OF THE DATE OF THIS CERTIFICATE. THE OUTSTANDING PRINCIPAL AMOUNT OF ALL OTHER SENIOR LIEN OBLIGATIONS IS \$ _____ AS OF THE DATE OF THIS CERTIFICATE.]
5. The Net Cost of the Designated Property Additions is \$ _____.
6. All Designated Property Additions are desirable for use in the conduct of the business, or one of the businesses, of the Company.
7. All Designated Property Additions, to the extent of the Property Additions Basis thereof which is to be made the basis of the authentication and delivery of the New Bonds, constitute, prior to the issuance of the New Bonds, Unfunded Property.
8. [NO PORTION OF THE DESIGNATED PROPERTY ADDITIONS WAS ACQUIRED, MADE OR CONSTRUCTED THROUGH THE DELIVERY OF SECURITIES OR PROPERTY OTHER THAN CASH; THE AMOUNT OF CASH FORMING ALL OR PART OF THE COST THEREOF WAS EQUAL TO OR MORE THAN \$ _____.] OR [A PORTION OR ALL OF THE DESIGNATED PROPERTY ADDITIONS WAS ACQUIRED, MADE OR CONSTRUCTED THROUGH THE DELIVERY OF SECURITIES OR PROPERTY OTHER THAN CASH (SUCH PORTION BEING REFERRED TO HEREIN AS THE "**NON-CASH DESIGNATED PROPERTY ADDITIONS**"). THE AMOUNT OF CASH FORMING ALL OR PART OF THE COST OF DESIGNATED PROPERTY ADDITIONS OTHER THAN NON-CASH DESIGNATED PROPERTY ADDITIONS WAS EQUAL TO OR MORE THAN

\$ _____. WITH RESPECT TO NON-CASH DESIGNATED PROPERTY ADDITIONS, THE FOLLOWING IS A BRIEF DESCRIPTION OF THE NON-CASH DESIGNATED PROPERTY ADDITIONS, THE SECURITIES OR OTHER PROPERTY DELIVERED IN PAYMENT FOR THE ACQUISITION OR CONSTRUCTION THEREOF, THE DATE OF SUCH DELIVERY AND, IN THE JUDGMENT OF THE UNDERSIGNED, THE FAIR MARKET VALUE IN CASH OF SUCH SECURITIES OR OTHER PROPERTY AT THE TIME OF DELIVERY THEREOF:]

| NON-CASH PROPERTY | DESIGNATED ADDITIONS | SECURITIES OR PROPERTY DELIVERED: | DATE OF DELIVERY: | FAIR MARKET VALUE: |
|----------------------|-------------------------|--|----------------------|--------------------------|
|----------------------|-------------------------|--|----------------------|--------------------------|

9. [NO PORTION OF THE DESIGNATED PROPERTY ADDITIONS INCLUDES PROPERTY WHICH CONSTITUTES AN ACQUIRED FACILITY.] OR [A PORTION OF THE DESIGNATED PROPERTY ADDITIONS INCLUDES PROPERTY WHICH CONSTITUTES AN ACQUIRED FACILITY AND IS DESCRIBED AS FOLLOWS (THE “**ACQUIRED FACILITY PORTION**”): [DESCRIBE THE ACQUIRED FACILITY PORTION]. IN THE JUDGMENT OF THE UNDERSIGNED, THE FAIR VALUE TO THE COMPANY OF THE ACQUIRED FACILITY PORTION AS OF THE DATE OF THIS CERTIFICATE [IS/IS NOT] A DE MINIMIS AMOUNT.]

10. In the judgment of the undersigned, the Fair Value to the Company, as of the date of this Certificate, of the Designated Property Additions (except that portion of the Designated Property Additions with respect to the Fair Value to the Company of which a statement is being made in an Independent Expert’s Certificate) is \$ _____.

11. The Net Fair Value to the Company, as of the date of this Certificate, of the Designated Property Additions is \$ _____.

12. The Designated Property Additions are subject to Liens of the character described in clause (f) of the definition of Permitted Liens, and such Liens do not, in the judgment of the undersigned, materially impair the use by the Company of the Mortgaged Property considered as a whole for the purposes for which it is held by the Company; the Designated Property Additions are subject to Liens of the character described in clause (j)(ii) of the definition of Permitted Liens, and such Liens do not, in the judgment of the undersigned, materially impair the use by the Company of such Mortgaged Property for the purposes for which it is held by the Company; and the Designated Property Additions are subject to Liens of the character described in clause (q)(ii) of the definition of Permitted Liens, and the enforcement of such Liens would not, in the judgment of the signers, adversely affect the interests of the Company in such property in any material respect.

13. The aggregate amount which shall be deducted under Section 1.03(b)(i) in respect of Funded Property Retired is equal to \$ _____ and the aggregate amount which the Company has elected to be added under Section 1.03(b)(ii) in respect of Funded Property Retired is \$ _____ (which amount to be added does not exceed the amount to be deducted above). Attached hereto as Annex 1 are the calculations which have been made by the Company pursuant to Section 1.03(b)(i) and (ii).

14. The Adjusted Property Additions Basis of the Designated Property Additions is \$ _____.

15. Seventy percent (70%) of the Adjusted Property Additions Basis stated in Item 14 above is equal to \$ _____.

16. The aggregate principal amount of New Bonds to be authenticated and delivered on the basis of the Designated Property Additions is equal to \$ _____ which amount does not exceed the amount stated in Item 15 above.

[Name of Expert] hereby further certifies as follows:

- (a) I have read Section 5.02(b)(ii) of the Indenture and the related definitions of defined terms appearing in said Section 5.02(b)(ii).
- (b) The statements or opinions I have expressed herein are based upon my examination/investigation of [LIST OR DESCRIBE THE NATURE AND SCOPE OF THE EXAMINATION OR INVESTIGATION UPON WHICH THE STATEMENTS OR OPINIONS ARE BASED];
- (c) In my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the Company has complied with the requirements of Section 5.02(b)(ii) of the Indenture.
- (d) In my opinion, the Company has complied with the requirements of Section 5.02(b)(ii) of the Indenture.

For the purposes of this Certificate, and notwithstanding anything to the contrary in this Certificate, the undersigned may rely on any records or accounts maintained pursuant to rules, requirements or guidelines of regulatory or governmental bodies having jurisdiction over the Company.

Witness our hands this ____ day of _____, 2____.

[Signature of Expert]

Name:

Title:

[Signature of Authorized Officer]

Name:

Title:

ANNEX 1

CALCULATIONS PURSUANT TO SECTION 1.03(B)

A. Deductions under Section 1.03(b)(i):

Funded Property Basis of all Funded Property Retired as described under Section 1.03(b)(i) of the Indenture: \$ _____

B. Additions under Section 1.03(b)(ii):

(1) Principal amount of Purchase Money Obligations described under Section 1.03(b)(ii)(A) of the Indenture: \$ _____

(2) 10/7ths of amount of cash described under Section 1.03(b)(ii)(B) of the Indenture: \$ _____

(3) 10/7ths of the principal amount of any Bond or Bonds or portion of such principal amount described under Section 1.03(b)(ii)(C) of the Indenture: \$ _____

(4) Adjusted Funded Property Basis of Property Additions described under Section 1.03(b)(ii)(D) of the Indenture: \$ _____

(5) Net Cost to the Company of any Property Additions described under Section 1.03(b)(ii)(E) of the Indenture: \$ _____

C. Total of all amounts under Item B. above: \$ _____

D. If the amount in Item C. above is equal to or greater than the amount in Item A. above, then the net adjustment to be made to the Property Additions Basis under Section 1.03(b) shall be equal to zero (0). If the amount in Item C. above is less than the amount in Item A. above, then the net adjustment to be made to the Property Additions Basis under Section 1.03(b) shall be a reduction in an amount equal to the difference between the amount in Item A. above and the amount in Item C. above.

SCHEDULE 2

FORM OF EXPERT'S CERTIFICATE UNDER SECTION 8.03(c)

EXPERT'S CERTIFICATE AS TO RELEASE OF FUNDED PROPERTY

This Expert's Certificate as to Release of Funded Property ("**Certificate**") is being executed and delivered by [NAME OF EXPERT], as [POSITION OR TITLE OF EXPERT], and by [NAME OF AUTHORIZED OFFICER], as [TITLE OF AUTHORIZED OFFICER] of Puget Sound Energy, Inc. (the "**Company**"), in connection with certain Funded Property described below to be released pursuant to Section 8.03 of that certain Indenture of Mortgage - Electric, dated as of _____, 2025, by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "**Indenture**"). All capitalized terms used herein, unless otherwise defined herein, shall have the respective meanings assigned to such terms in the Indenture.

The undersigned hereby certify as to each of the following items in accordance with and as required pursuant to Section 8.03(c) of the Indenture:

1. The Funded Property to be released from the lien of the Indenture is described as follows (the "**Release Property**"):

[DESCRIBE FUNDED PROPERTY]

2. The Fair Value, in the judgment of the undersigned, of the Release Property, together with the Fair Value, in the judgment of the undersigned, of Unfunded Property, if any, being released concurrently with the Release Property is \$_____.

3. The Funded Property Basis of the Release Property is \$_____.

4. In the judgment of the undersigned, the release of the Release Property will not impair the security under the Indenture in contravention of the provisions thereof.

5. [NAME OF EXPERT] hereby further certifies as follows:

- a. I have read Section 8.03(c) of the Indenture and the related definitions of defined terms appearing in said Section 8.03(c).

- b. The statements or opinions I have expressed herein are based upon my examination/investigation of [LIST OR DESCRIBE THE NATURE AND SCOPE OF THE EXAMINATION OR INVESTIGATION UPON WHICH THE STATEMENTS OR OPINIONS ARE BASED].

- c. In my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the Company has complied with the requirements of Section 8.03(c) of the Indenture.

- d. In my opinion, the Company has complied with the requirements of Section 8.03(c) of the Indenture.

[Signature of Expert]

Name:

Title:

[Signature of Authorized Officer]

Name:

Title:

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SCHEDULE 3

FORM OF OFFICER'S CERTIFICATE UNDER SECTION 8.03(d)

OFFICER'S CERTIFICATE PURSUANT TO SECTION 8.03(d)

This Officer's Certificate Pursuant to Section 8.03(d) ("**Certificate**") is being executed and delivered by [NAME OF AUTHORIZED OFFICER], as [TITLE OF AUTHORIZED OFFICER] of Puget Sound Energy, Inc. (the "**Company**"), in connection with the release of certain Funded Property ("**Release Property**") described in that certain Expert's Certificate as to Release of Funded Property dated [THE DATE HEREOF] (the "**Expert's Certificate**") pursuant to Section 8.03 of that certain Indenture of Mortgage - Electric, dated as of _____, 2025, by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "**Indenture**"). All capitalized terms used herein, unless otherwise defined herein, shall have the respective meanings assigned to such terms in the Indenture.

The undersigned hereby certifies, as required pursuant to Section 8.03(d) of the Indenture, as follows:

1. The amount of the Funded Property Basis of the Release Property is \$ _____, as shown in the Expert's Certificate.
2. The taxes and expenses incidental to the sale, exchange, dedication or other disposition of Release Property total \$ _____.
3. The aggregate amount of the Cash Deposit Credit Items to be used as the basis for the release of the Release Property is \$ _____, which amount has been calculated as follows:
 - A. \$ _____; Aggregate principal amount of Purchase Money Obligations delivered to Trustee and secured by Purchase Money Liens upon the Release Property;
 - B. \$ _____; [ADJUSTED PROPERTY ADDITIONS BASIS/PROPERTY ADDITIONS BASIS] of Property Additions which constitute Unfunded Property described in the attached Expert's Certificate as to Property Additions [IF APPLICABLE, ATTACH EXPERT'S CERTIFICATE BASED ON THE FORM ATTACHED AS SCHEDULE 1 TO THE INDENTURE];
 - C. \$ _____; 10/7ths of aggregate principal amount of Bonds the right to the authentication and delivery of which, under Section 5.03, has been waived by the Company;
 - D. \$ _____; 10/7ths of the aggregate amount of Outstanding Bonds delivered to the Trustee.
4. The Cash Deposit Amount to be delivered to the Trustee is \$ _____, which amount is equal to the Funded Property Basis stated in Item 1, less the amount stated in Item 2, and less the aggregate amount of the Cash Deposit Credit Items stated in Item 3.

Witness my hand this ____ day of _____, 2____.

[Signature of Authorized Officer]

Name:

Title:

SCHEDULE 4

FORM OF EXPERT'S CERTIFICATE UNDER SECTION 8.04(c)

EXPERT'S CERTIFICATE AS TO RELEASE OF UNFUNDED PROPERTY

This Expert's Certificate as to Release of Unfunded Property ("**Certificate**") is being executed and delivered by [NAME OF EXPERT], as [POSITION OR TITLE OF EXPERT], and by [NAME OF AUTHORIZED OFFICER], as [TITLE OF AUTHORIZED OFFICER] of Puget Sound Energy, Inc. (the "**Company**"), in connection with certain Unfunded Property described below to be released pursuant to Section 8.04(c) of that certain Indenture of Mortgage - Electric, dated as of _____, 2025, by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "**Indenture**"). All capitalized terms used herein, unless otherwise defined herein, shall have the respective meanings assigned to such terms in the Indenture.

The undersigned hereby certify as to each of the following items in accordance with and as required pursuant to Section 8.04(c) of the Indenture:

1. The Unfunded Property to be released from the lien of the Indenture is described as follows (the "**Release Property**"):

[DESCRIBE UNFUNDED PROPERTY]

2. The Fair Value, in the judgment of the undersigned, of the Release Property, together with the Fair Value, in the judgment of the undersigned, of Funded Property, if any, being released concurrently with the Release Property is \$ _____.

3. [THE RELEASE PROPERTY IS SUBJECT TO A SENIOR LIEN SECURING SENIOR LIEN OBLIGATIONS. THE OUTSTANDING PRINCIPAL AMOUNT OF PURCHASE MONEY LIENS WHICH CONSTITUTE SENIOR LIEN OBLIGATIONS IS \$ _____ AS OF THE DATE OF THIS CERTIFICATE. THE OUTSTANDING PRINCIPAL AMOUNT OF ALL OTHER SENIOR LIEN OBLIGATIONS IS \$ _____ AS OF THE DATE OF THIS CERTIFICATE.]

4. The Net Fair Value of the Release Property is \$ _____.

5. The Cost of the Release Property is \$ _____ and the Net Cost of the Release Property is \$ _____.

6. The Property Additions Basis of the Release Property is \$ _____.

7. The Release Property constitutes Unfunded Property.

8. [THE AGGREGATE ADJUSTED PROPERTY ADDITIONS BASIS OF ALL PROPERTY ADDITIONS WHICH CONSTITUTE UNFUNDED PROPERTY (EXCLUDING THE RELEASE PROPERTY) IS NOT LESS THAN ZERO (0).] OR [THE AMOUNT BY WHICH ZERO (0) EXCEEDS THE AGGREGATE ADJUSTED PROPERTY ADDITIONS BASIS OF ALL PROPERTY ADDITIONS WHICH CONSTITUTE UNFUNDED PROPERTY (EXCLUDING THE RELEASE PROPERTY) IS EQUAL TO \$ _____ (THE "**MAKE-UP AMOUNT**") AND IS CALCULATED AS SET FORTH ON ANNEX 1 ATTACHED HERETO AND THE AMOUNT IN CASH TO BE DEPOSITED BY THE COMPANY, HELD BY THE TRUSTEE, AND CONSTITUTE MORTGAGED PROPERTY IS \$ _____.]

9. In the judgment of the undersigned, the release of the Release Property will not impair the security under the Indenture in contravention of the provisions thereof.

10. [NAME OF EXPERT] hereby further certifies as follows:

- a. I have read Section 8.04(c) of the Indenture and the related definitions of defined terms appearing in said Section 8.04(c).

b. The statements or opinions I have expressed herein are based upon my examination/investigation of [LIST OR DESCRIBE THE NATURE AND SCOPE OF THE EXAMINATION OR INVESTIGATION UPON WHICH THE STATEMENTS OR OPINIONS ARE BASED].

c. In my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the Company has complied with the requirements of Section 8.04(c) of the Indenture.

d. In my opinion, the Company has complied with the requirements of Section 8.04(c) of the Indenture.

Witness our hands this _____ day of _____, 2____.

[Signature of Expert]

Name:

Title:

[Signature of Authorized Officer]

Name:

Title:

ANNEX 1

CALCULATION OF MAKE-UP AMOUNT UNDER SECTION 8.04(c)

1. Aggregate Property Additions Basis (lesser of Net Cost or Net Fair Value) of all Property Additions which constitute Unfunded Property: \$ _____
2. Adjustments under Section 1.03(b): \$ _____
3. Aggregate Adjusted Property Additions Basis (Item 1 less Item 2): \$ _____
4. Make-up Amount (amount by which zero (0) exceeds Item 3 above): \$ _____

SCHEDULE 5

FORM OF EXPERT'S CERTIFICATE UNDER SECTION 8.05(b)(ii)

EXPERT'S CERTIFICATE AS TO RELEASE OF PROPERTIES WITHIN ANNUAL LIMITS

This Expert's Certificate as to Release of Properties Within Annual Limits Pursuant to Section 8.05 ("**Certificate**") is being executed and delivered by [NAME OF EXPERT], as [POSITION OR TITLE OF EXPERT], and by [NAME OF AUTHORIZED OFFICER], as [TITLE OF AUTHORIZED OFFICER] of Puget Sound Energy, Inc. (the "**Company**"), in connection with certain property described below to be released pursuant to Section 8.05(b)(ii) of that certain Indenture of Mortgage - Electric, dated as of _____, 2025, by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "**Indenture**"). All capitalized terms used herein, unless otherwise defined herein, shall have the respective meanings assigned to such terms in the Indenture.

The undersigned hereby certify as to each of the following items in accordance with and as required pursuant to Section 8.05(b)(ii) of the Indenture:

1. The property to be released from the lien of the Indenture is described as follows (the "**Release Property**"):

[DESCRIBE RELEASE PROPERTY]

2. The Fair Value, in the judgment of the undersigned, of the Release Property is \$ _____.

3. The aggregate Fair Value of all other property theretofore released pursuant to Section 8.05 in 20__ to date is \$ _____.

4. [INCLUDE ONLY IF RELEASE PROPERTY CONSTITUTES FUNDED PROPERTY]
[The Release Property is Funded Property.] [A portion of the Release Property is Funded Property.]

5. [INCLUDE ONLY IF RELEASE PROPERTY CONSTITUTES FUNDED PROPERTY]
[The Funded Property Basis of the Release Property that constitutes Funded Property is \$ _____.]

6. In the judgment of the undersigned, the release of the Release Property will not impair the security under the Indenture in contravention of the provisions thereof.

7. [INCLUDE ONLY IF RELEASE PROPERTY CONSTITUTES FUNDED PROPERTY]
[The statements or opinions we have expressed herein are based upon examination of and/or investigation into the matters covered by the Expert's Certificate or Certificates in which the Release Property has been designated as Funded Property for purposes of the Indenture and other records of the Company relating thereto.]

8. Each of the undersigned further certifies as follows:

9. (a) I have read Section 8.05(b)(ii) of the Indenture and the related definitions of defined terms appearing in said Section 8.05(b)(ii).

(b) The statements or opinions I have expressed herein are also based upon my examination or investigation of records of the Company, including records relating to the Release Property and all other property released pursuant to Section 8.05 in 20__ to date, and/or my review of information regarding such matters provided to me by responsible personnel within the Company operating at my direction or under my supervision.

(c) In my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the Company has complied with the requirements of Section 8.05(b)(ii) of the Indenture.

10. (d) In my opinion, the Company has complied with the requirements of Section 8.05(b)(ii) of the Indenture.

Witness our hands this ____ day of _____, 2____.

[Signature of Expert]

Name:

Title:

[Signature of Authorized Officer]

Name:

Title:

SCHEDULE 6

FORM OF OFFICER'S CERTIFICATE UNDER SECTION 8.08(b)

OFFICER'S CERTIFICATE AS TO RELEASE OF PROPERTIES TAKEN BY EMINENT DOMAIN, ETC.

This Officer's Certificate Pursuant to Section 8.08(b) ("**Certificate**") is being executed and delivered by [NAME OF AUTHORIZED OFFICER], as [TITLE OF AUTHORIZED OFFICER] of Puget Sound Energy, Inc. (the "**Company**"), in connection with the release of certain Mortgaged Property taken by exercise of the power of eminent domain or sold to an entity possessing the power of eminent domain under a threat to exercise the same pursuant to Section 8.08(b) of that certain Indenture of Mortgage - Electric, dated as of _____, 2025 (the "**Indenture**"), by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"). All capitalized terms used herein, unless otherwise defined herein, shall have the respective meanings assigned to such terms in the Indenture.

The undersigned hereby certifies, as required pursuant to Section 8.08(b) of the Indenture, as follows:

1. The Mortgaged Property to be released from the lien of the Indenture is described as follows (the "**Release Property**"):

[DESCRIBE RELEASE PROPERTY]

2. The amount of net proceeds received or to be received for the Release Property is \$ _____

3. [INCLUDE ONLY IF RELEASE PROPERTY CONSTITUTES FUNDED PROPERTY]
[The Release Property is Funded Property.] [A portion of the Release Property is Funded Property.] [IF RELEASE PROPERTY CONSTITUTES FUNDED PROPERTY, COMPLETE EXPERT'S CERTIFICATE PURSUANT TO SECTION 8.08(c).]

4. [INCLUDE ONLY IF RELEASE PROPERTY CONSTITUTES FUNDED PROPERTY]
The Company has deposited cash in the amount of \$ _____ on the date hereof with the Trustee (the "**Cash Deposit Amount**").^{1 2}

5. [INCLUDE ONLY IF RELEASE PROPERTY CONSTITUTES FUNDED PROPERTY]
The Cash Deposit Amount has not previously been applied by the Company as a credit against any other deposit of cash required to be made by the Company under the Indenture.

Witness my hand this ____ day of _____, 2____.

[Signature of Authorized Officer]

Name:

Title:

¹ **Note:** The Cash Deposit Amount shall be reduced by the amount it exceeds the portion of the net proceeds received or to be received for such Release Property which is allocable on a pro-rata or other reasonable basis to the portion of such Release Property constituting Funded Property. To the extent the Cash Deposit Amount is reduced pursuant to this instruction, include the amount and reason for such reduction.

² **Note:** The Cash Deposit Amount shall be reduced by the amount of cash or other consideration that has been delivered to or otherwise deposited with a holder of a Senior Lien securing Senior Lien Obligations in accordance with the provisions of such Senior Lien. To the extent the Cash Deposit Amount is reduced pursuant to this instruction, include the amount and reason for such reduction.

SCHEDULE 7

FORM OF EXPERT'S CERTIFICATE UNDER SECTION 8.08(c)

EXPERT'S CERTIFICATE AS TO RELEASE OF PROPERTIES TAKEN BY EMINENT
DOMAIN, ETC.

This Expert's Certificate Pursuant to Section 8.08(c) ("Certificate") is being executed and delivered by [NAME OF EXPERT], as [POSITION OR TITLE OF EXPERT], and by [NAME OF AUTHORIZED OFFICER], as [TITLE OF AUTHORIZED OFFICER] of Puget Sound Energy, Inc. (the "**Company**"), in connection with certain property described below to be released pursuant to Section 8.08(c) of that certain Indenture of Mortgage - Electric, dated as of _____, 2025 (the "**Indenture**"), by and between the Company and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"). All capitalized terms used herein, unless otherwise defined herein, shall have the respective meanings assigned to such terms in the Indenture.

The undersigned hereby certify as to each of the following items in accordance with and as required pursuant to Section 8.08(c) of the Indenture:

1. The Funded Property to be released from the lien of the Indenture is described as follows (the "**Release Property**"):

[DESCRIBE FUNDED PROPERTY]

2. The Funded Property Basis of the Release Property is \$_____.

3. [The statements or opinions we have expressed herein are based upon examination of and/or investigation into the matters covered by the Expert's Certificate or Certificates in which the Release Property has been designated as Funded Property for purposes of the Indenture and other records of the Company relating thereto.]

4. In the judgment of the undersigned, the release of the Release Property will not impair the security under the Indenture in contravention of the provisions thereof.

5. [NAME OF EXPERT] hereby further certifies as follows:

- a. I have read Section 8.08(c) of the Indenture and the related definitions of defined terms appearing in said Section 8.08(c).

- b. The statements or opinions I have expressed herein are based upon my examination/investigation of [LIST OR DESCRIBE THE NATURE AND SCOPE OF THE EXAMINATION OR INVESTIGATION UPON WHICH THE STATEMENTS OR OPINIONS ARE BASED].

- c. In my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not the Company has complied with the requirements of Section 8.08(c) of the Indenture.

- d. In my opinion, the Company has complied with the requirements of Section 8.08(c) of the Indenture.

Witness our hands this ____ day of _____, 2____.

[Signature of Expert]

Name:

Title:

[Signature of Authorized Officer]

Name:

Title:

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Exhibit A
Skagit County, Washington (Electric)

Legal Descriptions of Real Property Owned in Fee and Appurtenant Interests in Real Property

All real property owned of record in fee and appurtenant interests in such real property (subject to defects or encumbrances of record or which an accurate survey would disclose, unpatented mining claims and related rights, reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof, Indian treaty or aboriginal rights (including easements and equitable servitudes), and water rights, claims or title to water), described as follows in the real property records of Skagit County, State of Washington, by reference to the following Abbreviated Legal Descriptions and Assessor's Parcel Numbers:

| Facility | Abbreviated Legal Description | APN |
|---------------------------------------|--|---------------------------------|
| BL Elk Habitat | (69.8300 ac) TCO 29-470 CF-75: SW1/4 & SW1/4 SE1/4, SECTION 28, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LESS RIGHT OF WAYS & ROADS ALSO EXCEPT PORTION LYING NORTHWESTERLY OF BAKER LAKE ROAD & 50 FOOT STRIP OT LYMAN TIMBER COMPANY UNDER AF#296044 SURVEY AF#201106280050 | P111036 |
| GAGES SUBSTATION | TCO 29-449: DK 12: LOT 5 OF BURLINGTON BINDING SITE PLAN 2-97 AF#9712180060 BEING A PORTION OF SW1/4 SW1/4 05-34-04 | P112835 |
| BURLINGTON SVC CENTER | TCO #29-455: DK 12: DR 14: LOT 20, EXCEPT NORTH 100 FEET OF THE EAST 423.87 FEET, AND EXCEPT PTN OUTSIDE DR14. ALSO EXCEPT THAT PORTION OF SAID LOT 20 DESCRIBED AS FOLLOWS: LYING WESTERLY OF THE SOUTHERLY EXTENSION OF THE EASTERLY LINE OF PARK LANE, AS SHOWN ON THE FACE OF SAID BINDING SITE PLAN, EXCEPTING THEREFROM THE EAST 30 FEET OF THE NORTH 150 FEET THEREOF, BURLINGTON HILL BUSINESS PARK PHASE II BINDING SITE PLAN, APPROVED OCTOBER 15, 1997, RECORDED OCTOBER 29, 1997 IN VOLUME 13 OF SHORT PLATS, PAGES 53 TO 56, INCLUSIVE, UNDER AUDITOR'S FILE NO. 9710290033 AND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. SURVEY RECORDED UNDER AF#200406180016. SURVEY RECORDED AF#200507010010; TCO #29-455: DK 12: THE WEST 232.00 FEET OF LOT 21, CITY OF BURLINGTON 'AMENDED PLAT OF LOTS 19, 21, 23, AND 26 AND TRACT 'A' BURLINGTON HILL BUSINESS PARK, PHASE II', BINDING SITE PLAN, APPROVED AUGUST 10, 2000, RECORDED SEPTEMBER 15, 2000 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200009150127, BEING A PORTION OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M.; SURVEY RECORDED UNDER AF#200406180016. EXCEPT THE EAST 27 FEET OF THE WEST 232.00 FEET OF LOT 21, AMENDED PLAT OF LOTS 19, 21, 23 AND 26, AND OF TRACT 'A' BURLINGTON HILL BUSINESS PARK, PHASE II BINDING SITE PLAN, RECORDED SEPTEMBER 15, 2000, UNDER AUDITOR'S FILE NO. 200009150127, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND BEING A PORTION OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. SURVEY RECORDED AF#200507010010; TCO #29-455: DK 12: LOT 20, EXCEPT THE NORTH 199 FEET OUTSIDE DR 14, BURLINGTON HILL BUSINESS PARK PHASE II BINDING SITE PLAN, APPROVED OCTOBER 15, 1997, RECORDED OCTOBER 29, 1997 IN VOLUME 13 OF SHORT PLATS, PAGES 53 TO 56, INCLUSIVE, UNDER AUDITOR'S FILE NO. 9710290033 AND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. AND A PORTION OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. SURVEY RECORDED UNDER AF#200406180016. SURVEY RECORDED AF#200507010010. | P112922; P121741; P119930 |
| LWR BAKER RIVER HYDRO PLA | (27.4700 ac) TCO 29-166 THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING IN THE EAST 1/2 OF THE SOUTHWEST 1/4, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.: THAT PORTION OF GOVERNMENT LOTS 7 AND 10 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE BEGINNING ON THE NORTH LINE OF GOVERNMENT LOT 7 AT A POINT 1081.67 FEET EAST OF THE 1/4 CORNER ON THE WEST BOUNDARY OF SAID SECTION 2 THENCE SOUTH 13-32-40 EAST 198.76 FEET THENCE SOUTH 29-10-40 EAST 1583.3 FEET THENCE SOUTH 1006.8 FEET TO THE SOUTH LINE OF SECTION 2 LESS COUNTY ROADS THRU TRACTS; (24.1000 ac) TCO 29-166 THAT PORTION OF THE FOLLOWING DESCRIBED PARCEL LYING WITHIN THE WEST 1/2 OF THE SOUTHWEST 1/4, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.: PTN LT 7 & 10 LYING WLY OF FDL BEG ON N LI LT 7 AT PT 1081.67FT E OF 1/4 C ON W BDY SEC 2 TH S 13-32-40 E 198.76FT TH S 29-10-40 E 1583.3FT TH S 1006.8FT TO S LI SEC 2 LESS CORDS THRU TR | P116344; P43333 |
| | (0.8500 ac) TCO 29-488 THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING WITHIN THE WEST 1/2 OF THE SOUTHWEST 1/4, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., DESCRIBED AS FOLLOWS ALL THAT PORTION OF GOVERNMENT LOT 7 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE BEGINNING ON THE NORTH LINE OF SAID GOVERNMENT 7 AT A POINT 1081.67 FEET EAST OF THE 1/4 CORNER ON THE WEST SIDE OF SAID SECTION 2 THENCE SOUTH 13-32-40 EAST 198.76 FEET THENCE SOUTH 29-10-40 EAST TO A POINT ON THE SOUTH LINE OF SAID GOVERNMENT LOT 7 | P116381 |
| Skagit Microwave Center | TCO 29-457 A&B (0.0900 ac) LOT 4, TINAS COMA BINDING SITE PLAN, AF#200612200022; BEING A PORTION OF TRACT G OF THE PLAT TINAS COMA. SURVEY AF#201410010023 NW 32-35-04 | P125616 |
| Lower Baker River Hydro Plant per DOR | (0.1400 ac) TCO 29-469 PORTION OF TAX 2 THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING WITHIN THE SOUTH 350 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25 TOWNSHIP 36 NORTH RANGE 8 EAST WM DESCRIBED AS FOLLOWS TRACT IN THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 LYING WEST OF THE FOLLOWING DESCRIBED LINE COMMENCING AT A POINT ON THE NORTH LINE OF THE SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 880 FEET WEST FROM ITS NORTHEAST CORNER THENCE SOUTH 20-45 EAST 850 FEET THENCE IN A SOUTHWESTERLY DIRECTION 710 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 WHICH IS 1050 FEET WEST FROM ITS SOUTHEAST CORNER (FORMERLY PTN OF TCO 29-160) | P130592 |
| Lower Baker River Hydro Plant per DOR | (0.3400 ac) TCO 29-468 THAT PORTION OF THE FOLLOWING DESCRIBED TRACT LYING IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 14, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., DESCRIBED AS FOLLOWS SE1/4 NE1/4 LY SLY & ELY OF 440FT CONTOUR LI USGS DATUM (FORMERLY PTN OF TCO 29-82) | P130593 |
| Baker Licensing Red Creek project | (14.9200 ac) TCO 29-487 CU F&A #612 AF#762217 1973: THAT PORTION OF THE N 1/2 OF THE NW 1/4 OF THE SE 1/4 AND OF THE SW 1/4 OF THE NE 1/4 OF SEC 17 TPW 35 N RGE 5 E W.M. MORE PARTICULARLY DAF BAT THE SE COR OF THE N 1/2 OF SD NW 1/4 OF SE 1/4 TH S 89- | P135119; P39263 |

| Facility | Abbreviated Legal Description | APN |
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| | 44-12 W ALG THE S LINE OF SD N 1/2 567.72 FT, TH N 2-12-21 E 73.87 FT, TH N 42-59-21 W 56.87 FT, TH N 46-29-19 W 86.68 FT, TH N 1-56-52 W 128.2 FT, TH N 2-33-56 W 162.46 FT, TH N 21-01-22 W 64.18 FT, TH N 70-06-02 W 88.54 FT, TH N 15-59-19 E 64.14 FT, TH N 21-04-22 E 17.19 FT, TH N 17-42-42 E 31.94 FT, TH N 89-55-52 E 246.01 FT, TH N 10-08-30 E 217.55 FT, TH N 0-01-23 W 305.57 FT M/L TO THE S LINE OF THE AB BNRROW, TH ELY FOLL SD SLY ROW LINE 465 FT M/L TO THE E LINE OF THE SW 1/4 OF THE NE 1/4 OF SD SEC 17, TH S 0-36-06 E ALG SD E LINE 479.56 FT M/L TO SE COR OF SD SW 1/4 OF NE 1/4, TH S 0-13-22 W ALG THE E LINE OF THE NW 1/4 OF THE SE 1/4 OF SD SEC 17 687.62 FT TO TPOB. EXCEPT THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTH HALF; THENCE SOUTH 89-43-52 WEST ALONG THE SOUTH LINE OF SAID NORTH HALF A DISTANCE OF 520.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89-43-52 WEST ALONG SAID SOUTH LINE A DISTANCE OF 47.11 FEET; THENCE NORTH 02-15-01 EAST, A DISTANCE OF 73.87 FEET; THENCE NORTH 42-59-41 WEST A DISTANCE OF 56.87 FEET; THENCE NORTH 46-29-39 WEST, A DISTANCE OF 86.68 FEET; THENCE NORTH 01-57-12 WEST, A DISTANCE OF 128.52 FEET; THENCE NORTH 02-34-16 WEST, A DISTANCE OF 40.32 FEET; THENCE SOUTH 81-03-20 EAST, A DISTANCE OF 183.20 FEET; THENCE SOUTH 07-02-55 WEST A DISTANCE OF 239.96 FEET; THENCE SOUTH 00-23-25 EAST, A DISTANCE OF 76.96 FEET TO THE TRUE POINT OF BEGINNING; (24.2200 ac) TCO 29-487 DF-97 #1 AF#9604050002: W1/2 SE1/4 NE1/4, SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., NORTH OF RAILROAD RIGHT OF WAY & NW1/4 NE1/4 LYING SOUTH OF HIWAY & SW1/4 NE1/4 NORTH OF RAILROAD RIGHT OF WAY & SOUTH OF HIWAY LESS ROADS & RIGHT OF WAY & LESS FOLLOWING DESCRIBED TRACT: THAT PORTION OF SW1/4 OF NE1/4 BEGINNING AT INTERSECTION OF SOUTHERLY LINE OF SR20 & E LINE OF HELMICK ROAD ALONG W LINE OF SAID SUBDIVISION THEN EASTERLY ALONG SOUTHERLY LINE OF SAID SR20 A DISTANCE OF 310 FEET THEN S TO N LINE OF GREAT NORTHERN RAILWAY RIGHT OF WAY THEN WESTERLY ALONG N LINE OF RAILWAY TO E LINE OF HELMICK ROAD THEN N TO POINT OF BEGINNING. SURVEY AF#201811210038 | |
| HICKOX SUB | (0.9200 ac) TCO 29-274: DK 3: DR 17: PTN GOVERNMENT LOT 4, SECTION 5, TOWNSHIP 33 NORTH, RANGE 4 EAST, W.M., BAT NW C SD SUB TH S 89-05 E ALG N LI SD SUB 30.15FT TH S 4-44 E PLT W LI SD SUB 30.15FT TAP OF INT OF E LI ST HWY W I S LI HICKOX RD SD PT IS POB TH S 4-44 E 200.0FT TH S 89-05 E 200 FT TH N 4-44 W 200 FT TO S LI HICKOX RD TH N 89-05 W 200 FT TPB | P16350 |
| SEDRO-SCL BOTHHELL | (3.1300 ac) TCO 29-119 TAX 3 BEG 262.81FT N OF SE C OF SE1/4 SW1/4, SECTION 8, TOWNSHIP 33 NORTH, RANGE 5 EAST, W.M., TH N 29-6 W 1247.2FT TAP ON N LI OF SE1/4 SW1/4 572.8FT W OF NE C SD 1/4 TH W 114.4FT TH S 29-6 3 1482.7FT TO E LI OF SE1/4 SW1/4 TH N TPOB | P18019 |
| MARCH POINT SWITCH STATIO | (4.3000 ac) TCO 29-218 TAX 24 BEG ON S LINE OF JNO. T. STEVENSON RD 19 FORMERLY CLARKE ST IN R.R. ADD TO ANACORTES AT A PT FORMERLY 1ST ST IN SD R.R. ADD TH N 530' TO BEG BEING FORMERLY BLKS 13 & 14 R.R. ADD TO ANACORTES INCLUDES PORTION OF VAC ST ADJ, SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. | P19825 |
| MARCH PT SWITCH STATION | (1.5800 ac) TCO 29-428: PORTION OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., WITH S R/W LI STEVENSON RD SD INT ALSO BEING NE COR OF PROPERTY OWNED BY PUGET SOUND POWER & LIGHT CO AS SHOWN ON SURVEY AF#9002230003 TH N 89-51-22 W ALG N LI SD PUGET PAR 503.42FT TO AN ANGLE PT IN SD PUGET PAR SD ANGLE PT ALSO BEING TPOB TH S 00-57-30 W ALG BDY SD PUGET PAR 314.92FT TH S 89-02-30 E 56.13FT TH N 00-57-30 E 315.72FT TO INT WITH N LI SD PUGET PAR TH N 89-51-22 W ALG SD N LI 56.14FT TO POB TGW TH PTN SW1/4 SEC 4 DAF CAT INT OF W R/W OF THOMPSON RD WITH S R/W LI OF STEVENSON RD SD INT ALSO BEING NE COR TH CER PAR OF PROPERTY OWNED BY PUGET SOUND POWER & LIGHT CO AS SHOWN ON SURVEY AF#9002230003 TH N 89-51-22 W ALG N LI SD PUGET PAR 503.42FT TO AN ANGLE PT IN SD PUGET PAR TH S 0-57-30 W ALG BDY SD PUGET PAR 522.36FT TO AN ANGLE PT IN SD PUGET PAR SD ANGLE PT BEING TPOB TH S 89-59-24 W ALG SD PUGET BDY 144.67FT TO AN ANGLE PT IN SD BDY TH N 0-57-53 E ALG SD PUGET BDY 124.62FT TH S 88-13-25 E 144.65FT TO INT WITH SD PUGET BDY TH S 0-57-30 W ALG SD PUGET BDY 120.11FT TO POB | P19826 |
| MARCH POINT SWITCH STATIO | (1.4300 ac) TCO 29-433 BEG ON A LI JNO T STEVENSON RD 15 FORM CLARK ST IS RR ADD TO ANA ST A PT 1520FT N & 510FT W OF 1/4 C ON S LI SEC 4 TH S 50FT TPB TH W 130FT TH S 480FT TH E 130 FT TH N 480FT TPB FORM BLK 16 RR ADD TO ANA INCL PTN VAC ST ADJ EXC CAT INT OF W R/W LI OF THOMPSON RD WITH S R/W LI STEVENSON RDSD INT ALSO BEING NE COR TH PAR OF PROPERTY OWNED BY PUGET SOUND POWER & LIGHT AS SHOWN ON SURVEY AF#9002230003 TH N 89-51-22 W ALG N LI SD PUGET PAR 503.42FT TO ANGLE PT IN SD PUGET PAR TH S 0-57-30 W ALG BDY SD PUGET PAR 522.36FT TO AN ANGLE PT IN SD PUGET PAR SD ANGLE PT BEING TPOB TH S 89-59-24 W ALG SD PUGET BDY 144.67FT TO AN ANGLE PT IN SD BDY 124.62FT TH S 88-13-25 E 144.65FT TO INT WITH SD PUGET BDY TH S 0-57-30 W ALG SD PUGET BDY 120.11FT TO POB TGW TH PTN SW1/4 SEC 4 DAF CAT INT OF W R/W LI THOMPSON RD WITH S R/W LI STEVENSON RD SD INT ALSO BEING NE COR OF THAT PAR OF PROPERTY OWNED BY PUGET SOUND POWER & LIGHT CO AS SHOWN ON SURVEY AF#9002230003 TH N 89-51-22 W ALG N LI SD PUGET PAR 503.42FT TO AN ANGLE PT IN SD PUGET PAR SD ANGLE PT ALSO BEING TPOB TH S 00-57-30 W ALG BDY SD PUGET PAR 314.92FT TH S 89-02-30 E 56.13FT TH N 00-57-30 E 315.72FT TO INT WITH N LI OF SD PUGET PAR TH N 89-51-22 W ALG SD N LI 56.14FT TO POB, SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M.; (0.1500 ac) TCO 29-433 BEG ON S LI JT STEVENSON RD #19-FORM CLARK ST IN RR AD TO ANA AT PT 1520FT N & 540FT W OF 1/4 C ON S LI, SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., TH W 130 FT S 50FT E 130FT N 50FT TPB-FORM LTS 3 9 & 40 BLK 15 RR ADD TO ANA | P19827; P19828 |
| MARCH POINT SWITCH STATIO | (3.1600 ac) TCO 29-415 BEG ON S LI STEVENSON RD#-FORM CLARK ST RR ADD TO ANA- 1520FT N & 20FT W OF 1/4 C ON S LI SEC 4 TH W 360FT S 530FT E 360FT TO THOMPSON RD AT PT 1520FT N & 670FT W OF 1/4 C ON S LI SD SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., TH W 26 0FT S 530FT E 260FT N 530FT TPB-FORM BLK 16 RR ADD TO ANA INCL PTN VAC STS ADJ | P19829 |
| MARCH POINT SWITCH STATIO | (4.2600 ac) TCO 29-396 BEG ON S LI STEVENSON RD#19-FORM CLARKE ST RR ADD TO ANA- TAP 1520FT N & 930FT W OF 1/4 C ON S LI SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., TH W 390FT TO W LI OF E1/2 SW1/4 SD SEC TH S 1090FT E 910FT N 560FT W 520FT N 530FT TPB-FORM BLKS 17 18 19 20 21 22 RR ADD TO ANA INC LESS TAX 28AAB 28AB & 28B | P19830 |

| Facility | Abbreviated Legal Description | APN |
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| MARCH PT SWITCH STATION | (9.3400 ac) TCO'S 29-311 & 29-312 PTN SE1/4 SW1/4 BAT S 1/4 C SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., TH N 0-52 E ALG E LI SD SUB 415.29FT TO INT C/L MADISON ST TH N 89-46-44 W ALG C/L 409.32FT TPB TH N 89-46-44 W ALG SD C/L 618.10FT TH N 0-55-10 E 553.82FT TH S 89-03-23 E 617.69FT TH S 0-52-54 W 546.02FT TPB ALSO BAT S 1/4 C SD SEC TH N 0-52 ALG E LI SE1/4 SW1/4 415.29FT TH N 89-46-44 W 1027.42FT TH N 0-55-10 E 300FT TP TH N 0-55-10 E 253.82FT TH N 0-55-10 E 46.18FT TH N 89-46-44 W 290.40FT TO W LI SD SUB TH S 0-55-10 W 300FT TH S 89-46-44 E 290.40FT TPB EXC EXST CO RD | P19831 |
| MARCH POINT SWITCH STATION | (4.6600 ac) TCO 29-284 BEG ON S LI THOMPSON RD-FORM 1ST RR ADD-AT PT 990FT N & 20FT W OF 1/4 C ON S LI SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., TH W 390FT S 560FT E 390FT N 560FT TPB-FORM BLKS 23 & 24 R.R. ADD INCL VAC STS ADJ LESS PTN MADISON ST N OF BLK 25 & 26 R.R. ADD & E1/2 3RD ST & N OF 2ND ST | P19834 |
| SEDO WOOLLEY MARCH POINT | (6.4100 ac) TCO 29-225 SW1/4 SE1/4, SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., LESS TRS & RD & S1/2 & TAX 22 & 23 22A 39 | P19921 |
| FREDONIA STATION | (20.0000 ac) TCO 29-397: DR 19: N1/2 NE1/4 NW1/4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M. SURVEY AF#201008300121; (20.0000 ac) TCO 29-397: DR 19: S1/2 OF NE1/4 OF NW1/4, SECTION 9, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M. SURVEY AF#201008300121 | P21272; P21273 |
| PETH'S CORNER SUB | (0.4500 ac) TCO 29-308: DK 12: DR 19: PTN SE1/4 NE1/4, SECTION 19, TOWNSHIP 34 NORTH, RANGE 3 EAST, W.M., BEG ON E R/W LI LACONNER-BY VW RD 208.7FT N & 35.0FT E OF SW C SD SUB SD PT IS ON N LI TR CONV TO B LOCKART TH N 89-25 E PLT S LI SD SUB & ALG N LI SD TR 100.0FT TH N 0-23-45 W PLT W LI SD SUB 100.0FT TH S 89-26 W 100.0FT TO E R/W LI CO RD TH S 0-23-45 E ALG SD R/W LI 100.0FT TPB. ALSO BE 208.7FT N & 35FT E OF SW C SD SUB TH E 100FT TPB TH N 100FT W 100FT N 70FT E 115FT S 170FT TPB | P22160 |
| BIG ROCK SUB | TCO 29-261: BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE SAID NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION WITH THE EASTERLY BOUNDARY OF STATE HIGHWAY NO. 1 (SOMETIMES KNOWN AS THE CLEAR LAKE ROAD); THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF SAID TRACT, 100 FEET; THENCE NORTH 0 DEGREES 0' 15" EAST, 100 FEET; THENCE NORTH 88 DEGREES 45' WEST, 131.15 FEET TO THE EASTERLY BOUNDARY OF SAID HIGHWAY; THENCE SOUTHEASTERLY ALONG SAID EASTERLY BOUNDARY OF SAID HIGHWAY, 105.35 FEET; MORE OR LESS, TO THE POINT OF BEGINNING. | P24710 |
| RIVERBEND SUB | (0.9900 ac) TCO 29-448 DK 17: PTN OF NE1/4 NE1/4, SECTION 18, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DAF: W 215 FT OF E 1102.5 FT OF N 202.605 FT OF TH PTN OF NE1/4 NE1/4 LI SLY OF CO RD WHICH RUNS ALG N LI OF SD SUB. EXCEPT ROAD RIGHT-OF-WAY TO CITY OF MOUNT VERNON PER AF#200105140106 | P26221 |
| DIST R/W | (1.6700 ac) TCO 29-436: ALL OF THAT STRIP OF LAND LYING BETWEEN THE WEST MARGIN OF THE GREAT NORTHERN RAILWAY COMPANY'S RIGHT OF WAY AND A LINE DRAWN PARALLEL TO AND DISTANT 18 FEET WESTERLY FROM THE CENTER LINE OF THE MAIN RAILROAD TRACK OF PUGET SOUND AND CASCADE RAILROAD COMPANY AS NOW LOCATED, AND EXTENDING FROM THE WEST LINE OF FIRST STREET IN THE TOWN OF MOUNT VERNON NORTHERLY TO THE TOWN LIMITS, WHICH IS THE NORTH LINE OF SECTION 19, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M. | P26541 |
| Blackburn Sub | TCO 29-458 LOT 2 OF MOUNT VERNON SHORT PLAT NO. LU-08-054, RECORDED UNDER AF#200903190064, BEING A PORTION LOCATED IN THE NORTH 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., EXCEPT BLACKBURN ROAD ALONG THE NORTH LINE THEREOF, AND AS CONVEYED TO SKAGIT COUNTY, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 648516, RECORDS OF SKAGIT COUNTY, WASHINGTON. | P28639 |
| BEAVER LAKE | TCO 29-222 TAX 3: BEGINNING AT THE CENTER OF SECTION 18, TOWNSHIP 34 NORTH, RANGE 5, EAST OF W.M.; THENCE NORTH ALONG THE CENTERLINE OF SAID SECTION 18, BEARING NORTH 0 DEGREES 24'30" WEST A DISTANCE OF 1318.1 FEET; THENCE NORTH 89 DEGREES 33' EAST 733.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0 DEGREES 24'30" WEST 202 FEET; THENCE NORTH 89 DEGREES 33' EAST 202 FEET; THENCE SOUTH 0 DEGREES 24'30" EAST 202 FEET; THENCE SOUTH 89 DEGREES 33' WEST 202 FEET TO THE TRUE POINT OF BEGINNING. SURVEY AF#200802080092 | P30269 |
| SEDRO-SCL BOTHELL | (6.0600 ac) TCO 29-118 TAX 1 BEG 140.85FT E OF SW C OF SE1/4, SECTION 31, TOWNSHIP 34 NORTH, RANGE 5 EAST, W.M., TH N 1-58-30 E 2640FT TO N LI OF SE1/4 TH W 100FT TH S 1-58-30 W TO S LI OF SE1/4 TH E 100FT TPB | P30530 |
| ANACORTES SUB | (0.9200 ac) TCO 29-361 BAT INT OF N LI 15TH ST W I E LI COMM AVE TH E TO E LI Q AVE TH N TO SHR FIDALGO BAY TH WLY ALG SHR LI TO ITS INT W I S LI 14TH ST TH W TO COMM AVE TH S TPB EXC E 60FT & W 150FT THOF TGW N1/2 VAC 15TH ST AJD ORD 1725, SECTION 19, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M. | P32926 |
| DIST R/W | (13.9500 ac) TCO 29-184: DR 16: OLD PNT R/W THUR SECTION 3, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. | P33732 |
| DIST R/W | (0.5000 ac) TCO 29-192: DR 16: STRIP OF LND IN E1/2 SW1/4 SE1/4, SECTION 3, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., ADJ N CT CO R/W & DESC BEG ON W LI SD R/W WH IT INT N LI OF CO RD AT SE C OF E1/2 SW1/4 SE1/4 SD SEC TH W ALG N LI SD RD TAP AT R/A TO C/L SD R/W & 100FT DIST THEREFROM TH NWLY PLT SD C/L 400FT TH RUN AT 90DEG ANGLE TO RT DIST OF 50FT TH SELY ALG W LI SD R/W TPB | P33750 |
| DIST R/W | (6.6400 ac) TCO 29-191: DR 16: OLD PNT R/W THRU SECTION 10, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M.; (8.1800 ac) TCO 29-191: DR 16: OLD PNT R/W THRU SECTION 10, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. | P33989; P34052 |
| | (0.8000 ac) TCO 29-201 OLD PTN R/W THRU SECTION 12, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. | P34185 |
| DIST R/W | (13.9100 ac) TCO 29-189-188: DR 25: DK 25: OLD PNT R/W THRU SEC OLD P.N.T. R/W THRU SECTION 13, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. | P34267 |
| DIST R/W | (16.2400 ac) TCO 29-182-266: DK 25: DR 25: OLD P.N.T. R/W THRU SECTION 24, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., IN LESS 60' STRIP TO COUNTY | P34727 |
| DIST R/W | (1.2000 ac) TCO 29-187: DK 12: OLD PNT R/W & TR THRU SECTION 25, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. | P34792 |

| Facility | Abbreviated Legal Description | APN |
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| WILSON SUB | (1.6100 ac) TCO 29-452 S 252FT OF E 330FT OF N1/2 NE1/4 SE1/4, SECTION 32, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M. EXCEPT ROAD RIGHT OF WAY TO SKAGIT COUNTY PER AF#200201040053. | P35207 |
| DIST R/W | (14.3500 ac) TCO 29-233; DK 12: A STRIP OF LND 100FT WIDE BEING ALL TH PTN OF SEC 30 LY WITHIN DIST OF 50FT ON EACH SIDE OF C/L MEAS AT R/A THOF & DESC BAAP ON S LI SEC 30 474.4FT W OF S EC SD SEC TH N 42-52-10 W 6858FT M/L TO W LI OF NW1/4, SECTION 30, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M. | P38103 |
| BAKER RIV- SW STA 1 & 2 T | (1.5100 ac) TCO 29-406 BAAP ON W LI OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., 1461.99 FT S OF NW C OF SD SEC TH N 85-40 E 3903.52FT TH N 74-27 E 631.60 FT TO TPOB TH N 74-27 E 60.63 FT TH 2 79-44 E 515.75 FT TH S 82-36 E 244.38 FT TAP ON E LI SD SEC 14 WH PT IS 1115.63 FT M/L S OF NE COR SD SEC LESS PTN SD STRIP INC IN PRESENT TRANS LI R/W OF PSP&L | P39041 |
| Hanson Creek Project | (9.2100 ac) TCO 29-476: CU F&A #101 AF#750554 1972: E 522.5FT OF S 46 1/2RDS OF SW1/4 SW1/4 17-35-5. SURVEY AF#201412300029; (25.0000 ac) TCO 29-476: CU F&A #176 AF#750990 1972: THAT PORTION OF LOT 1 OF SKAGIT COUNTY SHORT PLAT NO. 94-014, APPROVED AUGUST 2, 1994 AND RECORDED AUGUST 5, 1994, IN VOLUME 11 OF SHORT PLATS, PAGE 95, UNDER AUDITORS FILE NO. 9408050002, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., LYING EAST OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE SOUTH 86-16-36 EAST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17, FOR A DISTANCE OF 788.93 FEET TO THE SOUTHEAST CORNER OF LOT 2 OF SAID SHORT PLAT 94-014; THENCE NORTH 0-12-29 WEST ALONG THE EAST LINE OF SAID LOT 2, FOR A DISTANCE OF 767.69 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF LOT 1 OF SAID SHORT PLAT 94-014 AND THE POINT OF BEGINNING OF SAID LINE; THENCE NORTH 0-12-29 WEST 1181.02 FEET TO THE SOUTH LINE OF THE GREAT NORTHERN RAILWAY RIGHT OF WAY AND THE TERMINUS OF SAID LINE. EXCEPT ANY PORTION OF SAID LOT 1 LYING EAST OF HANSEN CREEK AS CONVEYED TO TRAVIS R. MARTINEZ AND MARIA L. MARTINEZ, HUSBAND AND WIFE, BY DEED RECORDED DECEMBER 19, 2011 UNDER SKAGIT COUNTY AUDITORS FILE NO. 201112190072. SURVEY AF#201705040118. | P39269; P133568 |
| NORLUM SUB | (0.2300 ac) TCO 29-237 BAAP ON W SIDE OF CO RD ALG E SIDE OF SD SUB-DIV, SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., 913.8' N 1 DEG 52' W OF TH S PARL TO 1ST DESC. COURSE 100' TH S 89 DEG 52'30" E 100' TO W LINE OF SD CO RD TH N 100' TO POB, LESS TAX 3BBB | P39531 |
| NORLUM SUB | (0.2600 ac) TCO 29-420 PTN SW1/4 NE1/4, SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., DAF BAAP ON W SIDE OF CO RD WH EXT ALG E SIDE OF SUB 990FT N OF S LI SD SUB TH W 150FT TPB TH W 50FT S 180FT E 100FT M/L TO SW C TH N ALG W LI PUGET P & L TR 100FT M/L TO S LI TR TO EZZELL TH W ALG S LI SD TR TO SW C TH N ALG W LI SD HYATT TH N 1-55-57 W 80.31FT TO SD NW COR SD TR TPOB LESS PTN SW1/4 NE1/4 DAF BAAP ON W SD CO RD WH EXT ALG E SIDE SD SUBDIV 990 FT N OF S LI SD SW1/4 NE1/4 TH W 150 FT TO NW COR TR CONV L M HYATT AF#7906120040 TO TPOB TH N 89-59-25 W 50 FT TH S 1-57-55 E PAR TO W LI FRUITDALE RD 80 FT TH S 89-59-25 E 50 FT TO SW COR SD TR CONV TO L M HYATT TH N 1-57-55 W 80.31 FT TO SD NW COR SD TR CONV L M HYATT & TPOB | P39534 |
| SEDRO WOOLLEY SWITCH STAT | (7.8000 ac) TCO 29-116 TAX 36 BAT NE C OF SE1/4 SEC 19 TH S 88-59 W 131.35FT TH S 25-11-30 W 329.54FT TH S 37-48-30 E 508.4FT TH N 52-11-30 E 957.41FT TH N 50-05 W 47.48FT TH S 88-59 W 640.08FT TPB IN NE 1/4 SE1/4 SEC 19-35-5 & NW1/4 SW1/4 SEC 20-35-5 | P39774 |
| SEDRO WOOLLEY SWITCH STAT | (4.3200 ac) TCO 29-238 TAX 58 BAT SE COR OF NE1/4 OF SE1/4, SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., SD PT BEING N R/W LINE OF F.J. HOEHN CO RD TH W ALG N R/W LINE OF SD RD 242.5' TH N 3 DEG 23'30" W PARL TO E LINE OF SD SEC 884.1' TO SW LINE P.S.P. & LIGHT TH S 36 DEG 57'30" E ALG S LINE 213.72' TH N 53 DEG 02'30" E ALG SE LINE P.S.P. & L. CO. LINE 149.9' TO E LINE OF SD SEC TH S 3 DEG 23'30" E ALG E LINE OF SD SEC 803.52' TO POB; (8.7800 ac) TCO 29-238 TAX 11 BEG AT SW COR OF NW1/4 OF SW1/4, SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., SD PT BEING IN N R/W LINE OF F.J. HOEHN CO RD TH E ALG N R/W LINE OF SD RD 394.18' TH N 1135.44' TO SE LINE OF P.S.P. & L. CO TH S 53 DEG 02'30" W ALG SD P.S.P. & L. CO 552.76' TO W LINE OF SD SEC TH S 3 DEG 23'30" E ALG W LINE OF SD SEC 803.52' TO POB | P39801; P40022 |
| Hanson Creek Project | (21.3300 ac) TCO 29-475 TAX 9 LOT 4 OF SHORT PLAT#94-051 AF#9509190033 LOCATED IN A PORTION OF THE NW1/4 NW1/4, SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. SURVEY AF#201412300028. | P40027 |
| Hanson Creek Project | (10.6700 ac) TCO 29-477: CU F&A #101 AF#750554 1972: E 522.5FT OF NW1/4 NW1/4, SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., N OF CRK. EXCEPT FOR FOLLOWING DESRIBED PORTION LYING NORTHERLY OF HANSEN CREEK; BEGINNING AT A POINT ALONG THE EAST LINE OF THE NW1/4 NW1/4 APPROXIMATELY 20 NORTH OF CENTERLINE OF HANSEN CREEK AT EXSISTING FENCE LINE CORNER; THENCE SOUTHERWESTERLY ALONG EXSISTING FENCELINE PARALLEL TO HANSEN CREEK APPROXIMATELY 165 FEET TO FENCE CORNER; THENCE SOUTH 47 DEGREES EAST TO THE CENTERLINE OF CREEK; THENCE NORTHEASTERLY ALONG CENTER OF CREEK TO THE EAST LINE OF NW1/4 NW1/4; THENCE NORTH ALONG EAST LINE TO THE POINT OF BEGINNING. SURVEY AF#201412300029 | P40028 |
| BPA CUSTER MURRAY | (15.8600 ac) TCO 29-290 W 15.86AC OF NW1/4 SW1/4, SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., S OF CRK EXC TR & TAX 11 & S 250FT | P40045 |
| BPA BHAM- SEDRO WOLLEY | (11.6900 ac) TCO 29-430 E 12.8AC OF NW1/4 SW1/4, SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., S OF CRK LESS W 95FT OF S 485.5FT; (1.1100 ac) TCO 29-430 W 95FT OF S 485.5FT OF E 12.8AC OF NW1/4 SW1/4, SECTION 20, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., S OF CRK | P40046; P40047 |
| DIST R/W | (0.1100 ac) TCO 29-163 S 100 FT OF W 50 FT OF GOVERNMENT LOT 14, SECTION 27, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M. | P40276 |
| HAMILTON SUB | (0.1800 ac) TCO 29-241 TAX 20 S 100FT OF W 100FT OF N 739.62FT OF NW1/4 NW1/4, SECTION 14, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., LY ELY OF ENSLEY CO RD | P41177 |
| Lower Baker | (9.8300 ac) TCO 29-486 THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M., EXCEPT ROAD. SURVEY AF#201708030042 | P41191 |

| Facility | Abbreviated Legal Description | APN |
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| | (40.0000 ac) TCO 29-461 CF-75 NE1/4 SW1/4, SECTION 3, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M. SURVEY RECORDED UNDER AF#201002100038 | P42227 |
| | (40.0000 ac) TCO 29-463 CF-75 NW1/4 SW1/4, SECTION 3, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M. SURVEY RECORDED UNDER AF#201002100038 | P42228 |
| BL Elk Habitat | (40.0000 ac) TCO 29-462 CF-75 NW1/4 SE1/4, SECTION 3, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M. SURVEY RECORDED UNDER AF#201002100038 | P42231 |
| BL Elk Habitat | (159.1000 ac) TCO 29-459 CF-75 S1/2 NE1/4, SECTION 4, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M., LESS E 30FT & S1/2 NW1/4, SURVEY RECORDED UNDER AF#201002100038 | P42244 |
| BL Elk Habitat | (0.9000 ac) TCO 29-460 E 30' OF SE1/4 OF NE1/4, SECTION 4, TOWNSHIP 35 NORTH, RANGE 7 EAST, W.M. | P42248 |
| | TCO 29-489 CF-75 LTS 3 & 4 & S1/2 NW1/4 & N1/2 SW1/4, SECTION 1, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. | P43316 |
| | (3.8900 ac) TCO 29-105 GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., W OF 440FT CONTOUR LI OF U S G S DATUM | P43318 |
| | (36.3500 ac) TCO 29-490 GOVERNMENT LOT 1, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS TRACT AND ROAD | P43319 |
| LWR BAKER RIVER HYDRO PLA | (39.0000 ac) TCO 29-106 GOVERNMENT LOT 2, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., W OF 440FT CONTOUR LI OF USGS DATUM, 39 AC WASHED | P43321 |
| | (35.0000 ac) GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., WASHED | P43322 |
| LWR BAKER RIVER HYDRO PLA | (44.0500 ac) TCO 29-31 & 29-41 GOVERNMENT LOT 4 AND 5, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS TR, WASHED, LK SHANNON | P43323 |
| | (21.6800 ac) TCO 29-491 GOVERNMENT LOT 6, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., SLY & ELY OF 440FT CONTOUR LI USGS DATUM, WASHED | P43324 |
| LWR BAKER RIVER HYDRO PLA | (26.1000 ac) TCO 29-165 GOVERNMENT LOT 6, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., NLY & WLY OF 440FT CONTOUR LI USG SDATUM, WASHED | P43325 |
| Lower Baker Dam | DOR TCO 29-481 SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, STATE ASSESSED | P43326 |
| Lower Baker Dam | TCO 29-480 BEGINNING AT THE CORNER COMMON TO SECTIONS 2 3 10 AND 11 TOWNSHIP 35 NORTH RANGE 8 EAST WM THENCE N 0-00-15 EAST ALONG THE SECTION LINE 1296.50 FEET TO THE 1/16 CORNER AND THE TRUE POINT OF BEGINNING THENCE SOUTH 89-59-45 EAST 226.00 FEET THENCE SOUTH 36-59-43 WEST 375.6 FEET TO THE SECTION LINE THENCE NORTH 0-00-15 EAST 300 FEET TO THE TRUE POINT OF BEGINNING | P43327 |
| LWR BAKER RIVER HYDRO PLA | (0.7800 ac) TCO 29-253 PTN OF GOVERNMENT LOT 8, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., DAF BAT COR COM TO SEC 2 3 10 & 11 TH N 0-00-15 E ALG SEC LI 1296.50FT TO THE 1/16 COR & TPOB TH CONT N 0-00-15 E 300FT TH S 89-59-45 E 226.0FT TH S 36-59-43 W 375.6FT TPOB, SURVEY AF#201201040084 | P43328 |
| Lower Baker Dam | (2.5000 ac) TCO 29-482 GOVERNMENT LOT 9, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. LESS TRACT | P43329 |
| LWR BAKER RIVER HYDRO PLA | (10.9000 ac) TCO 29-155 PTN GOVERNMENT LOT 8, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LY E OF FDL BAT NW C LT 8 TH S 40-00-15 E 650FT M/L TO ELY LI CO RD TH SLY ALG SD ELY LI 800FT M/L TAP ON S LI LT 8 SD PT IS 460FT E OF SW C SD LT | P43330 |
| LWR BAKER RIVER HYDRO PLA | (14.0000 ac) TCO 29-254 ALL PTN GOVERNMENT LOT 9, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LY E OF FDL BAT NW C LT 9 TH S ALG W LI SD LT 738.22FT TH S 19-42 E 455.29FT TH S 46-32-10 E 105.14 FT TAP IN CTR BAKER & SHUSKAN RLY TH SW LY ALG CTR SD RLY 80FT M/L TO S LI LT 9 LESS TR | P43331 |
| | (36.6500 ac) TCO 29-492 TAX 11: ALL THAT PTN OF GOVERNMENT LOT 7, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LYING ELY OF THE FOL DESC LINE BEG ON THE N LINE OF LOT 7 AT A PT 1081.67' E OF THE 1/4 COR ON W SIDE OF SEC 2-35-8 TH S 13 DEG 32' 40" E 198.76' TH S 29 DEG 10' 40" E TO A POINT ON THE S LINE OF LOT 7 EXCEPT THAT PORTION OF THE ABOVE DESCRIBED TRACT LYING WITHIN THE WEST 1/2 OF THE SOUTHWEST 1/4 | P43334 |
| | (16.5800 ac) TCO 29-493 PTN GOVERNMENT LOT 10, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LY ELY OF FDK BEG ON S LI LT 10 889.3FT E OF E LI CO RD TH N 1006.8 FT TH N 29-10-40 W TAP ON N LI LT 10 | P43335 |
| | (13.4000 ac) TCO 29-107 SW1/4 NE1/4, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., NLY OF 440FT CONTOUR LI USG SDATUM, WASHED | P43336 |
| | (25.9000 ac) TCO 29-494 SW1/4 NE1/4, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., SLY OF 440FT CONTOUR LI USG SDATUM | P43337 |
| | (38.9000 ac) TCO 29-495 SE1/4 NE1/4, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS RD | P43338 |
| | (78.9100 ac) TCO 29-496 N1/2 SE1/4, SECTION 2, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS RD | P43339 |
| LWR BAKER RIVER HYDRO PLA | (25.9000 ac) TCO 29-96 GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LY E & N & S OF 440FT CONTOUR LI USGS DATUM; (0.2300 ac) TCO 29-96 TR IN GOVERNMENT LOT 2, SECTION 3, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. | P43343; P43346 |
| | (7.3000 ac) TCO 29-98 BEG ON N LI NE1/4 SE1/4, SECTION 3, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., SD PT IS 350FT W OF 1/4 C BTW SECS 2 & 3 TH S 39 DEG 30FT W 600FT TH W PLT C/L SD SEC 480FT TH N 470FT TO N LI SD SUB TH E ALG N LI SD SUB TPB | P43347 |
| DIST R/W | (14.3100 ac) TCO 29-417 E 471.4FT OF NE1/4 SW1/4, SECTION 3, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.; (1.2400 ac) TCO 29-417 S 24FT OF W 2252FT OF NW1/4, SECTION 3, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.; (1.3500 ac) TCO-417 S 50FT OF W 2252FT OF NW1/4, SECTION 3, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS S 24FT THOF TGW A STRIP OF LAND 25FT WIDE ON E SIDE OF FD CTRL BAAP ON THE S LI OF NW1/4 THAT IS 80FT E OF SW COR THOF TH N 25FT TPOB OF SD CTRL TH NWLY TAP ON W LI OF SD SEC TH IS 100FT N OF SW COR OF NW1/4 THOF TH N ALG W LI THOF TO SLY MGN OF BURPEE HILL RD & | P43348; P43356; P43357; P43388 |

| Facility | Abbreviated Legal Description | APN |
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| | TERM OF SD CTRLI; (0.3500 ac) TCO 29-417 PTN S1/2 S1/2 NE1/4, SECTION 4, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., A STRIP OF LD 25FT IN WIDTH ON W SIDE OF THE FD CTRLI BAT SE COR OF S1/2 S1/2 NE1/4 TH N ALG THE E LI TO THE SLY MGN OF BURPEE HILL RD & TERM OF SD CTRLI | |
| | (19.8000 ac) TCO 29-97 SE1/4 NE1/4, SECTION 3, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM, 15 AC WASHED | P43359 |
| Lower Baker Dam | (38.0000 ac) TCO 29-483 CF-75: SE1/4 SE1/4, SECTION 3, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. | P43372 |
| BR Wildlife Mitigation | (20.4100 ac) TCO 29-473 DF-76 #5 AF#831240: S 40RDS OF GOVERNMENT LOT 1 4-35-8. SURVEY AF#201410130007. SURVEY AF#201501200043. | P43375 |
| BR WILDLIFE MITIGATION | (70.4200 ac) TCO 29-474 CF-75: GOVERNMENT LOT 2 LESS N 20 RDS & N1/2 S1/2 NE1/4 4-35-8. SURVEY AF#201410130007. SURVEY AF#201501200043. | P43385 |
| BAKER RIV- SW STA 1 & 2 | (3.0500 ac) TCO 29-120 BEG 1087.64FT S OF W1/2 C, SECTION 6, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., TH S 84DEG 47 FT E 1327FT TH S 100.42FT TH N 84DEG 47 FT W 1327FT TH N 7PB | P43440 |
| Lower Baker Dam | (18.5100 ac) TCO 29-484 GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS PLATTED & LESS TAX 50 EXC TH PTN NE1/4 NE1/4 SEC 10 DAF CAT SW COR OF PLAT OF SUPERIOR HEIGHTS ADD TO TOWN OF CONCRETE TH S 89-41-26 E ALG S LINE OF SD PLAT 900.73FT TO SE COR OF SD PLAT TH S 89-41-26 E ALG THE EXTENSION OF S LINE SD PLAT 147.60FT TO TPOB TH CONT S 89-41-26 E 117.10FT TO W MGN HWY 17-A (AKA DILLARD ST) SD W MGN BEING 30FT PERPENDICULAR TO ASPHALT C/L AS LOCATED ON MAY 25, 1993 TH N 0-00-29 W ALG SD W MGN 132.90FT TH N 83-02-54 W 39.96FT TH N 79-00-02 W 71FT TH S 37-15-15 W 32.98FT TH S 5-37-13 E 125FT TO TPOB | P43617 |
| Lower Baker Dam | (0.6900 ac) TCO 29-485 BAT SE C N1/2 NW1/4 NE1/4, SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., TH N 200FT W 150FT S 200FT E 150FT TPB | P43619 |
| LWR BAKER RIVER HYDRO PLA | (5.9500 ac) PTN TCO 29-152: PTN TAX 47: THAT PORTION OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING WITHIN SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.: TR IN GOVERNMENT LOT 1, SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., AND LOT 1 SEC 11 DESC AS FOL BEG ON N LINE OF SEC 11 1409.3' W OF NE COR OF NW1/4 SD SEC 2 S 25 DEG 20'30" W 71.9' TH S 45 DEG 54'30" W 194.9' TH 60 DEG 42'30" W 96.6' S 74 DEG 40'30" W 200.3' TH S 64 DEG 40'30" W 114.2' S 51 DEG 00'30" W 102.5' S 26 DEG 02'30" W 202.2' S 41 DEG 20'30" W 176.7' S 12 DEG 56'30" W 76.5' S 16 DEG 31'30" E 45.6' S 31 DEG 34'30" E 109.3' S 63 DEG 19'40" W 97.68' N 32 DEG 37' W 90.2' N 26 DEG 23' W 135.3' N 18 DEG 57' W 36' N 18 DEG 57' W 69.1' N 2 DEG 23' W 137.4' N 26 DEG 21' E 85.45' N 26 DEG 21' E 22' N 42 DEG 22'30" E 122' N 53 DEG 10'30" E 132.1' N 54 DEG 54'30" E 100.65' N 56 DEG 29'30" E 97.2' N 61 DEG 24'30" E 77.5' N 43 DEG 46'30" E 76.55' S 78 DEG 24' E 96.4' N 45 DEG 10' E 100.5' N 38 DEG 18' E 52.9' TO N LINE OF SEC 11 TH E ALONG SEC LINE 310.5' TO BEG | P43626 |
| LWR BAKER RIVER HYDRO PLA | (2.4400 ac) TCO 29-273 BAT NE C, SECTION 10, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., TH S ALG E LI SD SEC 18 3.33FT TPB TH S 52-26-30 W 152.84FT TH S 31-52-00 W 137.67FT TH S 21-16-00 W 268.45FT TH S 21-54-00 E 373.95FT TH S 38-25-30 E 127.82FT TO ST HWY 17A R/W LI TH N 61-26-00 E 66FT TO WLY BNK BAKER RIV TH NLY ALG SD BNK TO E LI SEC 10 TH N ALG SD SEC LI 34FT M/L TPB | P43629 |
| | (8.6300 ac) TCO 29-498 GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS TRACTS & LESS TAX 10 | P43746 |
| LWR BAKER RIVER HYDRO PLA | (1.0000 ac) TCO 29-272 GOVERNMENT LOT 2, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS RT 0-002-01 TO ST HWY DEPT | P43747 |
| | (21.1600 ac) TCO 29-501 GOVERNMENT LOT 7, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS HWY | P43749 |
| | (32.3500 ac) TCO 29-502 GOVERNMENT LOT 8, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS HWY | P43750 |
| | (8.8200 ac) TCO 29-150 151 BAT NE C GOVERNMENT LOT 1, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., TH S ALG E LI SD LT 1102.5FT TH S 89-32-53 W 178.7FT TH N 26-27-07 W 912.7FT TO S LI CO RD TH NELY ALG CO RD TO N LI SEC 11 TH E ALG SEC LI TPB | P43755 |
| BAKER RIVER LWR | (2.0800 ac) TCO 29-305 S11 T35 R8 TAX 10 PTN OF LOT 1 DESCRIBED IN AUDITORS FILE NO. 701519. SEE ROLL 7 FOR BAL. OF SEC. ACREAGE INSIDE CONCRETE | P43756 |
| | (3.2500 ac) TCO 29-499 GOVERNMENT LOT 3, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., N OF CO RD | P43757 |
| LWR BAKER RIVER HYDRO PLA | (4.3000 ac) TCO 29-270 GOVERNMENT LOT 3, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., S OF CO RD LESS GN R/W & PLATTED; TCO#29-270: CEMENT CITY LOTS 7 TO 27, BLOCK 3, PLAT OF CEMENT CITY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 47, RECORDS OF SKAGIT COUNTY, WASHINGTON. THW VAC STS & ALLEYS LES STR & PTN S OF HWY | P43758; P70742 |
| LWR BAKER RIVER HYDRO PLA | (3.5000 ac) TCO 29-267 N 250FT OF GOVERNMENT LOT 5, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. | P43761 |
| LWR BAKER RIVER HYDRO PLA | (13.2400 ac) TCO 29-268 N 840FT GOVERNMENT LOT 5, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., EX N 250FT | P43763 |
| | (0.4200 ac) TCO 29-271 BEG 115FT M/L NWLY OF INTER OF SD SLY LI OF GNR R/W WITH W LI OF EVERETT AVE TH S 52-27-30 E 1.0FT TPOB TH N 52-27-30 W 120.97FT TH S 37-32-30 W 113.9FT TH S 39-40 E 104.35FT TH S 7-05 W 60.6FT TH S 82-55 E 201FT TH N 77-34 W 190FT M/L TAP S 34-44 W 170.81FT FR TPOB TH N 34-44 E 170.8FT TPOB, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M.; (0.3500 ac) TCO 29-271 TAX 8 TH CERTAIN SAND BAR BEING 2AC M/L S OF BLK 2 EVERETTS GARDEN TRS & UNPLATTED LND ADJ, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. | P43767; P43770 |
| LWR BAKER RIVER HYDRO PLA | (3.1800 ac) TCO 29-125 TAX 5 ALL LND IN NW1/4, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LY BTW HWY & BAKER RIV & GNRLY DESC AS FOL BAT NW C SD SEC 11 & RUN S 8-52-30 E 1031.8FT TPB TH N 63-19-40 E 23.3FT TH S 27-32-30 E 107.7FT TH S 17-58-30 E 62.7FT TH S 5-30-30 E 69.1FT TH S 36-18-30 E 69.1FT TH S 36-18-30 RAD 3153.05FT & C/A OF 6- | P43768 |

| Facility | Abbreviated Legal Description | APN |
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| | 55 380.7FT TH S 85-56-30 W 28.8FT TAP ON N R/W LI GN RLY TH ALG SD LI ON CRV TO LF HAV RAD 766.78FT A C/A 30-4 LNGTH 402FT SD LONG CHORD BEARS N 80-56-30 W 397.75 FT TH ON CRV TO LFT RAD 1249.2FT & C/A OF 5-20-20 116.4FT TH S 78-41 W 147.4FT TAP ON E BNK BAKER RIV TH ALG SD E BNK N 18-37 W 311.9FT TH N 28-06-10 W 106FT TH N 43-54-10 W 98.8FT TH N 14-19 W 223.1FT TH N 32-37 W 86.3FT TPB | |
| LWR BAKER RIVER HYDRO PLA | (4.0000 ac) TCO 29-315 TAX 7A A PTN OF LND IN SW1/4 NW1/4, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., BEG ON E & W C/L OF SEC & W BNK OF BAKER RIV TH W ALG C/L TAP 229FT E OF W 1/4 C TH N 13-26-45 W 192.77FT TH N 10-50-30 E 224.34FT TH N 2-07-45 W 243.69FT TO GN RLY TH W ALG RLY TO W LI OF SEC TH N ALG W LI TO W LI LT 4 TH E ALG N LI OF LT 4 95.41FT TO BNK OF RIV TH SLY TPOB LESS TAX 7B | P43769 |
| | (0.1300 ac) TCO 29-138 STRIP OF LND IN SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., 30FT WIDE BEING 15FT ON EACH SIDE OF C/L OF SPUR TR FR GN RLY TR SD SPUR TR RUN PLT & 325FT N OF CTR OF FORREST AVE TH STRIP OF LND DESC EXT FR LI 30FT ELY FR C/L OF EVERETT AVE TO WLY LI GN RLY R/W | P43773 |
| Slide Mitigation Lower | (18.8200 ac) TCO 29-456 (DFL-2015) CU TMB #2-2006 AF#200704250099 2008 TRANSFER FROM CF-75 TRACT A OF SURVEY RECORDED AF#9104020044 BEING W1/2 NE1/4 NW1/4, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. | P43777 |
| | (25.2000 ac) TCO 29-500 SE1/4 NW1/4, SECTION 11, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., LESS PLATTED & TR | P43778 |
| | (25.0000 ac) TCO 29-503 GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., E OF G.N. RLY. | P43779 |
| | (400.0000 ac) TCO 29-504 CF-75: N1/2 NE1/4 & SE1/4 NE1/4 & NE1/4 NW1/4 & SW1/4 NW1/4 & NW1/4 SW1/4 & SE1/4 SW1/4 & NE1/4 SE1/4 & S1/2 SE1/4, SECTION 12, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. | P43783 |
| | (64.4100 ac) TCO 29-505 NORTH 1/2 OF THE NORTHEAST 1/4, SECTION 13, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M., EXCEPT THAT PORTION LYING SOUTHERLY AND EASTERLY OF 'JACKMAN CREEK'. ALSO TOGETHER WITH NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 EXCEPT THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, LYING SOUTHERLY AND EASTERLY OF 'JACKMAN CREEK'. ALSO TOGETHER WITH THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, EXCEPT THAT PORTION LYING SOUTH OF 'JACKMAN CREEK' ALSO EXCEPT THAT PORTION OF THE WEST 660 FEET THEREOF. ALL IN SECTION 13, TOWNSHIP 35 NORTH, RANGE 8 EAST. | P43859 |
| | (14.1400 ac) TCO 29-506 NE1/4 NW1/4 EXC RLY RD TR & S1/2, SECTION 13, TOWNSHIP 35 NORTH, RANGE 8 EAST, W.M. | P43870 |
| | (156.2100 ac) TCO 29-507 CF-75 E1/2 SW1/4 & GOVERNMENT LOTS 3 & 4 EXCEPT FOR THAT PORTION OF THE S1/2 OF THE SW1/4 OF SECTION 7, TOWNSHIP 35 NORTH, RANGE 9 EAST, W.M. LYING SOUTHERLY AND EASTERLY OF JACKMAN CREEK | P44415 |
| DIST R/W | (11.6000 ac) TCO 29-384 OLD PNT R/W THRU SECTION 6, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. | P47660 |
| | (3.6800 ac) TCO 29-180 OLD P N T R/W THRU SECTION 7, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M.; (12.1400 ac) TCO 29-180 OLD PNT R/W THUR SECTION 8, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. | P47668; P47681 |
| DIST R/W | (10.0000 ac) TCO 29-178 OLD PNT R/W THRU SECTION 16, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. LESS TR IN R/W IN LOT 2 | P47920 |
| | (10.5400 ac) TCO 29-200-179-173-174 OLD PNT R/W THRU SECTION 21, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. | P47941 |
| DIST R/W | (5.5000 ac) TCO#29-175 A STRIP OF LND 100FT WIDE INFR ADJ TO OR ABUT UPON TH PTN US GV MEA LI DES AS FOL BAAP AT MEA C BTW SEC 16 & 21, SECTION 21, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., TH N 50DEG 3CHNS TH N 29DEG W 5CHS TH N 50DEG W 5.50CHS TH N 29DEG W 8CHS TH N 9-30 W 8.50CHS TH N 39DEG W 7.50CHS TH N 3CHS TH N 12-30 W 8CHS TH N 44DEG W 8.90CHS TH N 83DEG W 2.50CHS TH N 9DEG 6CHS ALSO BAT SD MEA C BTW SEC 16 & 21 TH S 51DEG E 3.50CHS TH S 28-30 E 3.10CHS TH S 37 DEG E 5.10CHS TH S 37-30 W 7.50CHS TH S 3-45 E 6CHS TH S 50-30 E 10CHS TH S 37 DEG 7CHS TH W 10CHS TH S 67-15 W 3.50 CHS | P47972 |
| DIST R/W | (0.6300 ac) TCO 29-176 OLD PNT R/W THRU SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M.; (0.3000 ac) TCO 29-176: DR 18: DK 4: W 50FT OF N 400FT OF NW1/4 SW1/4, SECTION 22, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M., LY W OF RLY R/W LESS N 132FT THOF | P47973, P48077 |
| DIST R/W | (7.2800 ac) TCO 29-172: DR 18: OLD PNT R/W THRU SECTION 28, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. | P48454 |
| DIST R/W | (6.2500 ac) TCO 29-195-194-193-186 OLD PNT R/W THRU SECTION 33, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. | P48548 |
| DIST R/W | (4.0000 ac) TCO 29-185: DR 16: DK 4: OLD PNT R/W THRU SECTION 34, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. | P48610 |
| ALGER SUB | (0.2300 ac) TCO#29-226 & TCO 29-243 TAX 9 TR IN NE1/4 OF NE1/4, SECTION 18, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., BAAP ON S LI OF SD SUB-DIV 482.85' W OF SE COR THOF SD PT BEING ON W R/W LI OF OLD CO RD RUNNING THRU SD SUB-DIV TH NWLY ALG SD CO RD R/W LI ON A 7 DEG CURVE TO THE RIGHT 115' THE TANGENT OF C/L OF SD RD BEARS N 24-15-15 W TH N 89-29-15 W PARL TO S LI OF SD SUB-DIV 115' TH SE'LY ON A 7 DEG CURVE TO LEFT PARL TO W LI OF SD CO RD R/W 100.0' TO S LI OF SD SUB-DIV TH S 89-29-15 E ALG S LI OF SD SUB-DIV TO POB | P49379 |
| | (16.3000 ac) TCO 29-17 GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI OF USG SDATUM | P51401 |
| | (3.1500 ac) TCO 29-28 GOVERNMENT LOT 2, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51402 |
| LWR BAKER RIVER HYDRO PLA | (4.7000 ac) TCO 29-18 GOVERNMENT LOT 3, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI OF USG SDATUM | P51404 |

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| | (6.8000 ac) TCO 29-19 GOVERNMENT LOT 6, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51405 |
| | (13.9000 ac) TCO 29-20 GOVERNMENT LOT 7, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51407 |
| | (12.2500 ac) TCO 29-145 GOVERNMENT LOT 8, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51409 |
| | (10.4000 ac) TCO 29-71 GOVERNMENT LOT 9, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51410 |
| LWR BAKER RIVER HYDRO PLA | (7.1000 ac) TCO 29-61 GOVERNMENT LOT 10, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY SLY & ELY OF 440FT CONTOUR LI USGS DATUM | P51411 |
| LWR BAKER RIVER HYDRO PLA | (4.8000 ac) TCO 29-72 GOVERNMENT LOT 11, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51412 |
| | (9.9500 ac) TCO 29-73 GOVERNMENT LOT 12, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51413 |
| | (5.6000 ac) TCO 29-62 GOVERNMENT LOT 13, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM LINE U.S.G.S. DATUM | P51414 |
| | (2.2000 ac) TCO 29-21 SW1/4 NE1/4, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTR LI US-GS DTM | P51415 |
| LWR BAKER RIVER HYDRO PLA | (38.5000 ac) TCO 29-63 SE1/4 SE1/4, SECTION 1, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTR LI USGS DTM | P51418 |
| | (6.3000 ac) TCO 29-146 GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51450 |
| LWR BAKER RIVER HYDRO PLA | (16.8000 ac) TCO 29-74 GOVERNMENT LOT 2, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51451 |
| | (5.7000 ac) TCO 29-65 GOVERNMENT LOT 3, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51452 |
| LWR BAKER RIVER HYDRO PLA | (15.8000 ac) TCO 29-154 GOVERNMENT LOT 4, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51453 |
| LWR BAKER RIVER HYDRO PLA | (16.3000 ac) TCO 29-66 GOVERNMENT LOT 5, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51454 |
| | (1.0000 ac) TCO 29-143 GOVERNMENT LOT 6, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51455 |
| | (2.5000 ac) TCO 29-144 GOVERNMENT LOT 7, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51456 |
| LWR BAKER RIVER HYDRO PLA | (12.9000 ac) TCO 29-67 GOVERNMENT LOT 8, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51457 |
| LWR BAKER RIVER HYDRO PLA | (2.6600 ac) TCO 29-68 ALL THAT PORTION OF GOVERNMENT LOT 9, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LYING EAST OF A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9 THENCE RUNNING SOUTH 30-50 WEST A DISTANCE OF 543 FEET TO A POINT THENCE RUNNING SOUTH 36-30 EAST A DISTANCE OF 460 FEET TO THE EAST LINE OF SAID LOT 9 AT A POINT 500 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 9 THENCE NORTH TO THE POINT OF BEGINNING; (9.5000 ac) TCO 29-68 A PORTION OF GOVERNMENT LOT 9, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51458; P51459 |
| LWR BAKER RIVER HYDRO PLA | (19.7500 ac) TCO 29-56 GOVERNMENT LOT 10, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51460 |
| LWR BAKER RIVER HYDRO PLA | (5.3500 ac) TCO 29-64 NE1/4 NE1/4, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51462 |
| | (3.1000 ac) TCO 29-122 NE1/4 NW1/4, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51463 |
| LWR BAKER RIVER HYDRO PLA | (12.3000 ac) TCO 29-53 SE1/4 NW1/4, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51465 |
| LWR BAKER RIVER HYDRO PLA | (1.0000 ac) TCO 29-55 SW1/4 SW1/4, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51466 |
| | (1.0000 ac) TCO 29-123 NE1/4 SE1/4, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., N & W OF 440FT CONTOUR LI USGS DATUM | P51467 |
| | (28.9000 ac) TCO 29-54 NW1/4 SE1/4, SECTION 12, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51468 |
| LWR BAKER RIVER HYDRO PLA | (36.0000 ac) TCO 29-58 GOVERNMENT LOT 1, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51469 |
| LWR BAKER RIVER HYDRO PLA | (33.5500 ac) TCO 29-69 GOVERNMENT LOT 2, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51470 |
| | (31.1500 ac) TCO 29-60 GOVERNMENT LOT 3, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY & SLY OF 440FT CONTOUR LI USGS DATUM | P51471 |

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| LWR BAKER RIVER HYDRO PLA | (13.5000 ac) TCO 29-70 GOVERNMENT LOT 4, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51472 |
| | (14.6500 ac) TCO 29-91 GOVERNMENT LOT 5, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51473 |
| LWR BAKER RIVER HYDRO PLA | (14.9000 ac) TCO 29-79 GOVERNMENT LOT 6, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY N & W OF 440FT CONTOUR LI USGS DATUM | P51474 |
| LWR BAKER RIVER HYDRO PLA | (18.4500 ac) TCO 29-92 GOVERNMENT LOT 7, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51476 |
| LWR BAKER RIVER HYDRO PLA | (6.3500 ac) TCO 29-93 GOVERNMENT LOT 8, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51477 |
| | (20.5000 ac) TCO 29-80 GOVERNMENT LOT 9, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51479 |
| LWR BAKER RIVER HYDRO PLA | (15.7500 ac) TCO 29-260 SW1/4 NE1/4, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., WLY OR 440FT CONTOUR LINE; (15.7500 ac) TCO 29-260 NW1/4 SE1/4, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY W OF 440FT CONTOUR LI USGS DATUM | P51481; P51487 |
| LWR BAKER RIVER HYDRO PLA | (18.8000 ac) TCO 29-59 NW1/4 NW1/4, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440 FT CONTOUR LI USGS DATUM | P51482 |
| LWR BAKER RIVER HYDRO PLA | (24.7000 ac) TCO 29-78 NE1/4 SW1/4, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY NLY OF 440FT CONTOUR LI USGS DATUM | P51484 |
| | (2.7500 ac) TCO 29-81 S 300FT OF E 400FT OF SW1/4 OF SE1/4, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., | P51488 |
| LWR BAKER RIVER HYDRO PLA | (21.0900 ac) TCO 29-442 PTN SE1/4 SE1/4, SECTION 13, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., DAF BAT SE COR SD SEC 13 TH N 02-45-14 E ALG LI COMMON TO SECS 13 & 18 436.26FT TO APPX C/L THUNDER CRK TH ALG SD C/L ON FOL 12 COURCES N 43-23-41 W 184.45FT TH N 06-37-57 W 216.45FT TH N 81-01-39 W 96.18FT TH S 51-08-48 W 231.14FT TH S 85-54-52 W 70.18FT TH N 60-15-18 W 80.62FT TH S 63-26-06 W 190.07FT TH N 58-17-55 W 199.82FT TH N 70-36-56 W 171.74FT TH S 76-49-13 W 162.27FT TH S 27-27-51 W 199.48FT TH S 36-40-57 W 123.52FT TO W LI SD SE1/4 SE1/4 TH S 01-46-26 W ALG SD W LI 432.2 8FT TO S SEC LI TH S 89-06-15 E ALG S SEC LI 1385.09 FT TO POB EX S 25 FT THOF | P51491 |
| LWR BAKER RIVER HYDRO PLA | (6.5600 ac) TCO 29-83 TAX 5: AN IRREGULAR SHAPED TRACT OF LAND CONT. 9.09 AC. & SIT. IN SW1/4 OF NE1/4 & SE1/4 OF NW1/4 SEC. 14-36-8 & DESC. IN DEED FROM SUP. PORT. CEMENT CO. TO P.S.P. & L. CO REC. IN OFFICE OF CO. AUDITOR IN VOL. 136 PAGE 398 OF DEEDS | P51494 |
| LWR BAKER RIVER HYDRO PLA | (7.76000 ac) TCO 29-82 SE1/4 NE1/4 LY SLY & ELY OF 440FT CONTOUR LI USGS DATUM EXCEPT PTN LYING WITHIN THE W1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 14, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51497 |
| | (28.8000 ac) TCO 29-85 NE1/4 SE1/4, SECTION 14, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51498 |
| LWR BAKER RIVER HYDRO PLA | (3.6000 ac) TCO 29-84 NW1/4 SE1/4, SECTION 14, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY N & E OF 440FT CONTOUR LI USGS DATUM | P51500 |
| LWR BAKER RIVER HYDRO PLA | (15.8000 ac) TCO 29-86 SE1/4 SE1/4, SECTION 14, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51502 |
| | (7.5500 ac) TCO#29-94 GOVERNMENT LOT 1, SECTION 23, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51569 |
| LWR BAKER RIVER HYDRO PLA | (21.3500 ac) TCO 29-95 GOVERNMENT LOT 2, SECTION 23, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51570 |
| | (2.7500 ac) TCO 29-108 GOVERNMENT LOT 3, SECTION 23, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51571 |
| | (33.6500 ac) TCO 29-46 GOVERNMENT LOT 4, SECTION 23, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51572 |
| | (11.9000 ac) TCO 29-33 GOVERNMENT LOT 5, SECTION 23, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY S & E OF 440FT CONTOUR LI USGS DATUM | P51574 |
| LWR BAKER RIVER HYDRO PLA | (20.3500 ac) TCO 29-47 GOVERNMENT LOT 6, SECTION 23, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51576 |
| LWR BAKER RIVER HYDRO PLA | (43.8000 ac) TCO 29-48 GOVERNMENT LOT 7, SECTION 23, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51577 |
| | (1.6000 ac) TCO 29-49 GOVERNMENT LOT 8, SECTION 23, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51578 |
| LWR BAKER RIVER HYDRO PLA | (0.7000 ac) TCO 29-140 TAX 3: TRACT IN SW1/4 OF NE1/4, SECTION 23, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., DESC AS FOL. COM AT SE COR OF SW1/4 OF NE1/4 TH N ALG ITS E LINE 100' TH W 300' TH S 100' TO S LINE OF SW1/4 OF NE1/4 TH E 300FT TPOB | P51580 |
| LWR BAKER RIVER HYDRO PLA | (1.4000 ac) TCO 29-34 TAX 8: ALL THAT PTN OF THE SE1/4 OF SW1/4, SECTION 23, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LYING WITHIN AN AREA OF THE FOL BDY. BEG 205' S OF THE NE COR OF SE1/4 OF SW1/4 TH N 65-05 W 320' TH N 77-15 E 305' TH NE COR OF SE1/4 OF SW1/4 TH SLY TPOB | P51581 |

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| LWR BAKER RIVER HYDRO PLA | (11.4500 ac) TCO 29-35 GOVERNMENT LOT 1, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51585 |
| | (5.3000 ac) TCO 29-50 GOVERNMENT LOT 2, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51586 |
| | (16.7000 ac) TCO 29-36 GOVERNMENT LOT 3, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY SLY OF 440FT CONTOUR LI USGS DATUM | P51588 |
| LWR BAKER RIVER HYDRO PLA | (5.9000 ac) TCO 29-51 GOVERNMENT LOT 4, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51589 |
| | (11.3000 ac) TCO 29-39 GOVERNMENT LOT 5, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51591 |
| LWR BAKER RIVER HYDRO PLA | (14.4500 ac) TCO 29-52 GOVERNMENT LOT 6, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51592 |
| | (16.8000 ac) TCO 29-40 GOVERNMENT LOT 7, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51594 |
| | (0.5000 ac) TCO 29-29 GOVERNMENT LOT 8, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51595 |
| | (11.4000 ac) TCO 29-142 TAX 4: TR IN NE1/4 OF NW1/4, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., DESC AS FOL. COM AT A PT ON E LINE OF NE1/4 OF NW1/4 350' S OF ITS NE COR TH S 65-30 W 1205' TH S 16-36-35 W 490.67' M/L TO S LINE OF NE1/4 OF NW1/4 TH E ALG N LINE 600' TH N 150' TH N 54-30 E 220' TH N 27 DEG E 400' TH N 64001054 E 310.09' TO E LINE OF SD NE1/4 OF NW1/4 TH N ALG SD E LI 200FT TO POB | P51596 |
| | (0.4600 ac) TCO 29-141 TAX 5: A TR IN NW1/4 OF NE1/4, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., DESC AS FOL. COM AT A PT 350' S OF NW COR OF NW1/4 OF NE1/4 TH E 100FT TH S 0-46-56 E 200FT TH W 100FT TH N 0-46-56 W 200FT TPOB | P51597 |
| LWR BAKER RIVER HYDRO PLA | (11.3800 ac) TCO 29-443 & TCO 29-444 N 300 FT NE1/4 NE1/4 & N 200 FT OF E 400 FT NW1/4 NE1/4, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51599 |
| | (11.8000 ac) TCO 29-37 SE1/4 NW1/4, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51601 |
| | (0.5300 ac) TCO 29-38 & TCO 29-22 E1/2 SW1/4, SECTION 24, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51604 |
| LWR BAKER RIVER HYDRO PLA | (42.9500 ac) TCO 29-109-110 GOVERNMENT LOTS 2 AND 3, SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51606 |
| | (44.0500 ac) TCO 29-111-112 GOVERNMENT LOTS 4 AND 5, SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51607 |
| | (22.5000 ac) TCO 29-159 TAX 1 TR IN GOVERNMENT LOT 1, SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY W OF FOL DESC LI BAAP ON N LI LT 1 1000FT W OF ITS NE C TH S 38-50 E 500FT TH IN SWLY DIR TAP ON S LI LT 1 880FT W OF ITS SE C | P51608 |
| LWR BAKER RIVER HYDRO PLA | (14.3000 ac) TCO 29-160 TAX 2 TR IN SE1/4 OF NW1/4, SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LYING W OF FOL DESC LINE. COM AT A PT ON N LINE OF SE1/4 OF NW1/4 880' W FROM ITS NE COR TH S 20-45 E 850' TH IN A SWLY DIR 710' TO A PT ON S LINE OF SE1/4 OF NW1/4 WHICH IS 1050' W FROM ITS SE CORNER. EXCEPT PORTION LYING WITHIN THE SOUTH 350 FEET OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 | P51609 |
| | (0.9000 ac) TCO 29-440 30 FT R/W THRU NW1/4, SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., AS THE SAME APPEARS ON RECORD IN OFFICE OF CO. AUDITOR REC. IN VOL. 138 P. 571 DEEDS. EXC THAT PTN LYING W OF THE 440' CONTOUR LINE R/W | P51613 |
| | (9.7000 ac) TCO 29-99 NE1/4 SW1/4, SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51616 |
| LWR BAKER RIVER HYDRO PLA | (39.2500 ac) TCO 29-100 SW1/4 SW1/4, SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DAUTUM | P51618 |
| LWR BAKER RIVER HYDRO PLA | (3.1000 ac) TCO 29-101 SE1/4 SW1/4, SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY WLY OF 440FT CONTOUR LI USGS DATUM | P51620 |
| LWR BAKER RIVER HYDRO PLA | (40.0000 ac) TCO 29-87-88 GOVERNMENT LOTS 1 & 2, SECTION 26, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51622 |
| LWR BAKER RIVER HYDRO PLA | (32.4000 ac) TCO 29-75 GOVERNMENT LOT 3, SECTION 26, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51623 |
| LWR BAKER RIVER HYDRO PLA | (80.0000 ac) TCO 29-10-11-12 GOVERNMENT LOTS 4 5 & 6, SECTION 26, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51625 |
| LWR BAKER RIVER HYDRO PLA | (29.2000 ac) TCO 29-13 ALL N1/2 GOVERNMENT LOT 7 & ALL TH PTN OF S1/2 GOVERNMENT LOT 7, SECTION 26, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51626 |
| | (0.4600 ac) TCO 29-139 TAX 6 BEG 200FT N OF SE C OF SE1/4 SW1/4, SECTION 26, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., TH S 200FT W 200FT TH NELY TPB | P51630 |
| LWR BAKER RIVER HYDRO PLA | (44.2000 ac) TCO 29-257-76 SW1/4 NE1/4 & NE1/4 NW1/4, SECTION 26, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., ALL LY ELY OF 440FT CONTOUR LI USGS DATUM | P51631 |
| LWR BAKER RIVER HYDRO PLA | (40.0000 ac) TCO 29-90 SE1/4 NE1/4, SECTION 26, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51633 |

| Facility | Abbreviated Legal Description | APN |
|---------------------------|---|-------------------|
| LWR BAKER RIVER HYDRO PLA | (23.2000 ac) TCO 29-77 ALL S1/2 NW1/4 SE1/4 & ALL TH PTN N1/2 NW1/4 SE1/4, SECTION 26, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY ELY OF 440FT CONTOUR LI USGS DATUM | P51637 |
| BL Elk Habitat | (299.5000 ac) TCO 29-471 CF-75: SW1/4 NE1/4 & N1/2 NW1/4, SECTION 33, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LESS R/W & SW1/4 NW1/4 & N1/2 SW1/4 & SW1/4 SW1/4 & NW1/4 SE1/4 EXCEPT PORTION OF NW1/4 NW1/4 LYING NORTHWESTERLY OF BAKER LAKE ROAD SURVEY AF#201106280050 | P51663 |
| BL Elk Habitat | (40.0000 ac) TCO 29-472 CF-75: SE1/4 NW1/4, SECTION 33, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. SURVEY AF#201106280050 | P51668 |
| | (3.6000 ac) TCO 29-14 NE1/4 SE1/4, SECTION 34, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY E & S OF 440FT CONTOUR LI USGS DATUM | P51681 |
| | (11.6000 ac) TCO 29-15 S1/2 SE1/4, SECTION 34, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY S & E OF 440FT CONTOUR LI USGS DATUM | P51684 |
| LWR BAKER RIVER HYDRO PLA | (144.6000 ac) TCO 29-23-24-25-26 GOVERNMENT LOTS 1 2 3 & 4, SECTION 35, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51685 |
| | (97.2500 ac) TCO 29-27-42-43-44 GOVERNMENT LOTS 5 6 7 & 8, SECTION 35, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51686 |
| | (21.1200 ac) TCO 29-147 TAX 1 TR IN NE1/4 OF NW1/4, SECTION 35, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LYING E OF FOL DESC LINE. COM AT A PT ON S LINE OF NE1/4 OF NW1/4 1100' FROM ITS SE COR TH N 27 DEG E 480' TH N 32-15 E 650' TH IN A NE'LY DIR 450' TO A PT ON N LINE OF NE1/4 OF NW1/4 WHICH IS 200' W OF ITS NE COR | P51687 |
| LWR BAKER RIVER HYDRO PLA | (35.4900 ac) TCO 29-148 TAX 2 TR IN SE1/4 OF NW1/4, SECTION 35, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., E OF FOL DESC LINE. COM AT A PT ON S LINE OF SE1/4 OF NW1/4 1620' E OF ITS SW COR OF SW1/4 OF NW1/4 OF SEC 35 TH N 22 DEG W 650' TH N 320' TH IN A NE'LY DIR 400' TO A PT ON N LINE OF SE1/4 OF NW1/4 WHICH IS 1100' W OF ITS NE CORNER | P51688 |
| LWR BAKER RIVER HYDRO PLA | (56.6000 ac) TCO 29-16 N1/2 SW1/4, SECTION 35, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY E & S OF 440FT CONTOUR LI USGS DATUM | P51691 |
| | (40.0000 ac) TCO 29-45 SW1/4 SW1/4, SECTION 35, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51693 |
| | (34.9900 ac) TCO 29-149-32 E1/2 SE1/4, SECTION 35, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., LY N & W OF 440FT CONTOUR LI USGS DATUM | P51695 |
| | (0.1000 ac) TCO 29-103 NE1/4 NW1/4, SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., WLY OF 440FT CONTOUR LI | P51698 |
| LWR BAKER RIVER HYDRO PLA | (44.2500 ac) TCO 29-258-104 NW1/4 NW1/4 & NW1/4 SW1/4, SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M., ALL LY WLY OF 440FT CONTOUR LI | P51700 |
| | (40.0000 ac) TCO 29-497 CF-75: SW1/4 SW1/4, SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. | P51703 |
| | (5.5000 ac) TCO 29-259 W 450FT GOVERNMENT LOT 7, SECTION 6, TOWNSHIP 36 NORTH, RANGE 9 EAST, W.M., LY W OF USGS 441.62FT CONTOUR LI | P51709 |
| LWR BAKER RIVER HYDRO PLA | (44.7100 ac) TCO 29-445 TCO 29-446 PTN SECTION 18, TOWNSHIP 36 NORTH, RANGE 9 EAST, W.M., DAF COM AT W1/4 COR SD SEC TH S 87-04-22 E ALG E-W CTR LI 1241.58FT TO NW COR NE1/4 SW1/4 TH S 02-10-50 W ALG W LI THOF 106.69FT TO POB TH N 60-08-56 E 713.66FT TH N 79-52-02 E 363.15FT TH S 76-57-08 E 1113.39FT TH N 86-34-55 E 1473.85FT TH S 757.87FT TH W 621.23FT TH N 458.86FT TO APPX C/L THUNDER CRK TH S 71-32-27 W 37.71FT TH S 77-13-57 W 102.84FT TH S 63-44-50 W 127.04FT TH S 43-26-16 W 206.99FT TH N 64-04-11 W 326.04FT TH S 55-53-12 W 86.18FT TH S 70-02-49 W 416.40FT TH N 70-41-55 W 322.71FT TH N 51-37-42 W 135.44FT TH N 36-08-21 W 141.22FT TH N 69-15-58 W 73.86FT TH S 41-22-38 W 152.69FT TH S 72-04-04 W 176.01FT TH S 51-28-27 W 195.79FT TH S 74-52-20 W 171.91FT TH S 89-20-04 W 226.91FT TH S 65-15-53 W 171.10FT TH S 46-12-59 W 258.40FT TH S 62-48-22 W 75.45FT TO INTERSEC W SD W L INE1/4 SW1/4 SD SEC TH N 02-10-50 E ALG SD W SUBDIV LI 625.00FT POB TGW FDT COM AT W1/4 COR SD SEC 18 TH S 87-04-22 E ALG N LI SD SUBDIV 1241.58FT TO NE COR THOF TH S 02-10-50 W ALG E LI THOF 349.95FT TO POB TH CONT S 02-10-50 W 381.75FT TO APPX C/L THUNDER CRK TH S 62-48-22 W ALG SD CRK 158.80FT TH N 12-01-01 E 413.64FT TH N 54-37-12 E 85.43FT TPOB | P51727 |
| BURROWS BAY SUB | TCO#29-354: LOT 15, BLOCK 906, NORTHERN PACIFIC ADDITON TO ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGES 9 TO 11, RECORDS OF SKAGIT COUNTY, WASHINGTON. | P58555 |
| BURROWS BAY SUB | TCO#29-364: THE WEST 10 FEET OF LOT 16 AND LOTS 17 TO 22, BLOCK 906, NORTHERN PACIFIC ADDITON TO ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGES 9 TO 11, RECORDS OF SKAGIT COUNTY, WASHINGTON. TGW PTN N1/2 VAC ALLEY ADJ TO NW 23-35-01; TCO#29-364: THE WEST 10 FEET OF LOT 16 AND ALL LOTS 17 TO 22, BLOCK 907, NORTHERN PACIFIC ADDITON TO ANACORTES, RECORDED IN VOLUME 2 OF PLATS, PAGES 9 TO 11, RECORDS OF SKAGIT COUNTY, WASHINGTON. TGW S1/2 VAC ALLEY ADJ TO | P58557; P58567 |
| BURLINGTON SUB | TCO#29-285: DK 12: E 109FT OF S 117FT OF E 125FT, BLOCK 96, AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH., AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON. | P71940 |
| BURLINGTON SUB | TCO 29-435: DK 12: E 125 FT, EX E 109 FT OF S 117 FT, BLOCK 96, AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH., AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON. | P71942 |
| | TCO 29-199 AND TCO 29-209: LOTS 12 TO 17, BLOCK 7, WOOLLEY, THE HUB OF SKAGIT COUNTY, AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 92, RECORDS OF SKAGIT COUNTY, WASHINGTON. | P77494 |
| MT VERNON SUB | TCO 29-385: DK 17: LOT 111A, PARKER BUSINESS CENTER, RECORDED IN VOLUME 11 OF PLATS, PAGES 91 TO 96, RECORDS OF SKAGIT COUNTY, WASHINGTON. | P80471 |

Exhibit B
Skagit County, Washington (Electric)

Easements to Use the Real Property of Others

The Company's easement interests identified on this Exhibit B in the real property records of Skagit County, State of Washington, by reference to the following Skagit County Auditor's File Numbers and Assessor's Parcel Numbers, if noted, pursuant to which each such easement is recorded; provided, however, that the Lien of this Indenture does not encumber the underlying fee interests of the easement grantor, its lender, or others with interests in the property except to the extent of the Company's easement interests:

EASEMENTS RECORDED FROM 1/1/1997-PRESENT

| AFN | APN |
|--------------|---|
| 199701210096 | 340208-3-009-0005 |
| 199702040086 | 340307-0-019-0108 |
| 199702040087 | 3603012003007 |
| 199702040088 | 3603010080006 |
| 199702040089 | 46190000180007 |
| 199702040090 | 36042500130000; 36042500130109 |
| 199702040091 | 35071120020409; 35071120010012 |
| 199703070069 | 350519-0-083-0002 |
| 199705090106 | 4109-001-900-0308 |
| 199706170110 | 3511070027 |
| 199706170111 | 38090030100000 |
| 199706170112 | None Provided |
| 199706170114 | 1350421009 |
| 199706170115 | 3503291006 |
| 199706170116 | 350519-0-128-0109 |
| 199707290098 | 340310-3-011-0006 |
| 199707290099 | 340205-3-001-0006 |
| 199708180011 | 350531-1-004-0001 |
| 199709090111 | 340312-0-028-0308 |
| 199709090112 | 340407-1-021-0002 340407-2-002-0003 |
| 199709090113 | 360136-4-003-0004 |
| 199709090115 | 3867-000-078-0003; 3867-000-078-0201; 3867-000-081-0206; 3867-000-078-0508 |
| 199710020039 | 350532-3-006-0100 |
| 199710020040 | 350532-3-007-0003 |
| 199710020041 | 350111-0-055-0009 |
| 199710020062 | 340222-3-001-0104 |
| 199710080061 | 4692-000-001-0000 |
| 199710080062 | 4692-000-002-0000 |

| AFN | APN |
|--------------|---|
| 199710310070 | 4077-124-015-0019 |
| 199710310071 | 350617- |
| 199710310072 | 350617-0-008 |
| 199711180015 | 4372-000-012-0008 |
| 199801080072 | None Provided |
| 199801090065 | 340204-4-019-0100; 340209-1-004-0200; 340209-1-004-0100 |
| 199802030011 | 340432-0-019-0007; 340432-1-018-0006; 340432-1-020-0002 |
| 199802040004 | 350334-2-005-0007 |
| 199802130132 | 4101-095-014-0012 |
| 199803050039 | 4150-042-013-0100 |
| 199803050040 | 330506; 4136-003-001-0002; 4136-003-003-0000 |
| 199803310218 | 3867-000-016-0008 |
| 199803310219 | 350710-0-011-0023 |
| 199804240089 | 350424-0-066-0008 |
| 199805130119 | 340207-0-005-0006 |
| 199805130120 | 340207-0-011-0107 |
| 199805130121 | 330405-3-005-001 |
| 199805200069 | 40010004 |
| 199805200070 | 40010004 |
| 199805200071 | 40010004 |
| 199805260214 | 4076-099-022-0007 |
| 199806250118 | 340507-0-005-0201; 340507-0-005-0409 |
| 199807100120 | None Provided |
| 199807100121 | 360433-0-001-0103; 360433-4-006-0001 |
| 199807100122 | 360433-3-003-1004 |
| 199808110126 | 4656-000-009-0000 |
| 199808110127 | 351014-0-009-0309 |

| AFN | APN |
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| 199808110128 | 340429-0-177-0109 |
| 199808110129 | 350508-1-001-0003 |
| 199808110130 | 350206-0-013-0006 |
| 199808110131 | 9608120136; 350330-4-008-0100; 350330-4-008-0200; 350330-4-008-0300 |
| 199808170151 | 360335-3-001-0007 |
| 199808170152 | 330436 0 004 0001; 4145 019 027 0007; 4145 020 023 0009 |
| 199808260054 | 380214-502492-0000; 380214-502492-0001 |
| 199808260055 | 3772-286-010-0011 |
| 199809080157 | 350122-0-016-0103; 350122-0-016-0004; 350122-4-004-0109 |
| 199809080158 | 380214-518511-0000 |
| 199809080159 | 330522-4-002-0000 |
| 199810020112 | 360231-0-018-0000 |
| 199810020113 | 350405 0 013 0000 |
| 199810120137 | 350219-0-044-0103 |
| 199810120138 | 350405 4 003 0009; 350405 4 003 0015 |
| 199810120139 | 340421-0-057-0003 |
| 199810120140 | 361130-4-001-1305 |
| 199810200093 | 340417-3-008-0300 |
| 199810200094 | 4066-013-020-0101 |
| 199810200095 | 360408-1-007-0601 |
| 199810200096 | 360409-2-003-0008 |
| 199810200097 | 350508-4-006-0000 |
| 199810230097 | 350-608-4-004-0409 |
| 199810230098 | 350411-2-002 |
| 199811240069 | 340406-4-001-0803 |
| 199812080033 | 4110-000-051-0007 |
| 199812080034 | 35071520010000 |

| AFN | APN |
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| 199812080035 | 350414-3-001-0002 |
| 199812160148 | 350404-3-002-000 |
| 199812160149 | 350206-0-013-0006 |
| 199901050014 | 3305172001002 |
| 199901050015 | 350711-3-009-0200 |
| 199901050016 | 340430-0-028-0206 |
| 199901050017 | 350332-0-025-0108 |
| 199901050018 | 350414-3-001-0002 |
| 199901190171 | 4655-000-003-0000 |
| 199901190172 | 3938-001131-001 |
| 199901190173 | 390229-392101-0000 |
| 199901190174 | 340408-0-013-003; 340408-0-013-0200 |
| 199902090034 | 340309-1-005-0118; 240310-2-002-001 |
| 199902090035 | 350135-3-002-0405 |
| 199902090036 | 340309-0-007-0001 |
| 199902160142 | 360708-1-007-0601 |
| 199902160143 | 4005-003-004-0007 |
| 199902160144 | 350714-0-028-0004 |
| 199902230011 | 4101-172-006-0001 |
| 199903160084 | 4135-039-021-003; 4135-039-018-0000; 4136-011-009-0007; 4136-011-007-0000 |
| 199903230023 | 3938-001-132-001 |
| 199903290123 | 4005-003-004-0007 |
| 199904200132 | 330312-2-004-0105 |
| 199904200133 | 330312-2-001-0108 |
| 199904200134 | 4655-000-002-000 |
| 199904200135 | 36043640050108 |
| 199904200136 | 350710-4-009-0110 |
| 199904200137 | 34042130040000; 3404213008007 |
| 199904200138 | 35051520130008 |
| 199904260170 | 422210000120000 |
| 199904260171 | 42220000110001 |
| 199904260172 | 38630001210103 |
| 199904260173 | 360436-4-005-0108 360436-3-001-0203 |

| AFN | APN |
|--------------|--|
| 199905030006 | 23563 |
| 199905110090 | 351107-0-014-0003; 351107-0-013-0004 |
| 199905250035 | 350518-3-003-0005 |
| 199905250036 | 350833-4-001-0005; 350633-4-002-0004; 350633-4-002-0103 |
| 199905250037 | 340421-2-001-0006; 340421-2-006-0001 |
| 199906020072 | 34040100070107 |
| 199906180013 | 340421 3 004 0000; 340421 3 008 007 |
| 199906180014 | 350525-0-006-0009 |
| 199906180015 | 340421-0-011-0008; 340421-0-011-0016 |
| 199906180016 | 340421-4-014-0000 |
| 199906250029 | 340309-3-005-0007; 340309-2-005-0009; 340309-2-005-0400 |
| 199906250030 | 340308-4-004; 340308-4-001; 340308-1-001; 340308-1-001-0006; 340308-1-004-0003; 340308-4-001-0000; 340308-4-001-0109 |
| 199906280024 | 34042130090006 |
| 199906280025 | 34042100520008 |
| 199906280026 | 4367-000-064-0002-P80423; 4367-000-0002-P80423 |
| 199907060032 | 34042140140000 |
| 199907120253 | 350710-4-002 |
| 199907190161 | 34042130090100 |
| 199907190162 | 3605190009- 0607/R51024 |
| 199908120013 | 4579-000-001-0000 P- 100815 |
| 199908120014 | 340409-4-005-0300 |
| 199908120015 | 350516-2-003; 350506-3-003; 350509-3-004; 350509-3-001; 350509-3-002 |
| 199908120016 | 360429-1-007 |
| 199908120017 | 4027-000-013-0006 |
| 199908120018 | 340409-4-003-0006; 340409-4-003-0105 |
| 199908120019 | 360519-0-009-27 |

| AFN | APN |
|--------------|---|
| 199908120020 | 360519-0-009-37 |
| 199908120021 | None Provided |
| 199908120022 | p29849 |
| 199908120023 | 340436-0-005-0009 |
| 199908190036 | None Provided |
| 199908190038 | 360429-1-009 |
| 199908200080 | 350701-3-004 |
| 199908300062 | 3772-072-007-0002; 3772-072-004; 3772-072-003 |
| 199908300063 | 3772-072-002-0007- R55376 |
| 199908300064 | 4169-001-016-0009 |
| 199908300065 | 350608-2-003-0302 |
| 199908300066 | 4027-000-012-0007 |
| 199908300067 | 340412-3-006-0000; 4027-000-014-0100 |
| 199908300068 | 350414-4-019-0109; 350414-4-019-0208; 350414-4-019-0307 |
| 199908300069 | 340415-0-022-0003 |
| 199909080072 | 350414-1-007-0109 |
| 199909080073 | 350414-0-027-0008 |
| 199909080074 | 330420-1-009-0002 |
| 199909280085 | 360424-0-008-0008 |
| 199909280086 | 360424-0-003-01 |
| 199909280087 | P75095; P75094 |
| 199910120068 | 3867-000-058-0205 |
| 199910120069 | 4705-000-900-0400 |
| 199910120070 | 340409-3-015-0103 |
| 199910120071 | 360226-0-041-0007 |
| 199910130046 | 340409-4-004-0203 |
| 199910260021 | 340506-4-004-0007; 340506-4-004-0008 |
| 199910260022 | 330308-0-0005-p15506; 330308-0-005-0104 |
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Exhibit C
Skagit County, Washington (Electric)

Leases

All of the Company's interests as lessee pursuant to real property leases more specifically described in the real property records of Skagit County, State of Washington, by reference to the following Skagit County Auditor's File Numbers and Assessor's Parcel Numbers, if noted, pursuant to which each such lease is recorded:

None