N :0

STATE IDAHO
DEPART NT OF
RECL. TION

NOTICE OF AP. CATION FOR PERMIT TO API PRIATE THE PUBLIC WATL S OF THE STATE OF IDAHO N ACCORDANCE WITH THE PROVISIONS OF SECTION 42-20?, IDAHO CODE.

NOTICE IS HEREBY GIVEN, That the Idaho Power Company of Boise, Idaho, has made application on the 17th day of October, 1952, to appropriate Twenty-thousand (20,000) cubic feet per second of the water of Snake River for the generation of electric power, subject to future depletion and diversions of water for upstream irrigation and consumptive uses in the Snake River watershed.

That the point of diversion of said water is described as being 1,080 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 north, Range 5 West, B. M., and in Lot 2, Section 2, Township 17 North, Range 5 West, B. M.

That the point of use of said water is described as being 1,760 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 North, Range 5 West, B. M., and in Lot 3, Section 2, Township 17 North, Range 5 West, B. M.

That any protests against the approval of this application must be filed in the Department of Reclamation, at Boise, Idaho, within forty (40) days from the date of this notice, and such protest shall state the name and address of the protestant, and shall clearly set forth his objections to the approval of said application.

Dated this 28th day of January, 1953.

MARK R. KULP
State Reclamation Engineer

Date of first publication February 16.

Date of last publication March 2.

Last date for protest March 9, 1953.

SERVICE OF THE FOREGOING, by copy, is hereby admitted, this 2nd day of February, 1953.

IDAHO POWER COMPANY
Applicant
By Its Assistant Secretary
JAMES E. BRUCE

2-16 93-3a

PUBLIC N TICES

No. 1

NOTICE OF E OF OF COMPLETION WORKS AND APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 10:00 o'clock A. M., on Wednesday, June 17, 1959, at 1220 Idaho Street, Boise, County of Ada, State of Idaho, before Gale C. Farley, Notary Public, proof will be submitted of the completion of work for the diversion in excess of 20,000 cubic feet per second of the water of the Snake River and the storage of 1,400,000 acre feet of the waters of the Snake River and of the Application to Beneficial Use of said waters, in accordance with the terms and conditions of Permits No. 23925 and R-905 heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and post office address of the person or corporation holding said permits is Idaho Power Company, 1220 Idaho Street, Boise, Idaho.

2. Said works of diversion and of storage will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use, in accordance with the plans accompanying the application for such permits, is in excess of 20,000 cubic feet per second and the amount of water which such works are capable of storing is 1,400,000 acre feet.

3. The use to which said water has been applied is for generation of electric power, the amount applied to beneficial use is in excess of 20,000 cubic feet per second, and the amount capable of being stored is 1,400,000 acre feet.

4. The place where said water is used is in Section 2, Township 17 North, Range 5 West, Boise Meridian approximately 1,760 feet in a northwesterly direction from the southeast corner of Section 2, said Township and Range, Boise Meridian.

5. The date of priority which said user is prepared to establish is October 17, 1952, under Permits No. 23925 and R 905.

GEO. N. CARTER,
State Reclamation Engineer

7-4a

PUBLIC NOTICES

No. 540

STATE IDAHO
DEPAR ENT OF
RECLAMATION

NOTICE OF APPLICATION FOR PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO IN ACCORDANCE WITH THE PROVISIONS OF SECTION 42-203, IDAHO CODE.

NOTICE IS HEREBY GIVEN, That the Idaho Power Company of Boise, Idaho, has made application on the 17th day of October, 1952, to appropriate Twenty-thousand (20,000) cubic feet per second of the water of Snake River for the generation of electric power, subject to future depletion and diversions of water for upstream irrigation and consumptive uses in the Snake River watershed.

That the point of diversion of said water is described as being 1,080 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 north, Range 5 West, B. M., and in Lot 2, Section 2, Township 17 North, Range 5 West, B. M.

That the point of use of said water is described as being 1,760 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 North, Range 5 West, B. M., and in Lot 3, Section 2, Township 17 North, Range 5 West, B. M.

That any protests against the approval of this application must be filed in the Department of Reclamation, at Boise, Idaho, within forty (40) days from the date of this notice, and such protest shall state the name and address of the protestant, and shall clearly set forth his objections to the approval of said application.

Dated this 28th day of January, 1953.

MARK R. KULP
State Reclamation Engineer

Date of first publication February 16.

Date of last publication March 2.

Last date for protest March 9, 1953.

SERVICE OF THE FOREGOING, by copy, is hereby admitted, this 2nd day of February, 1953.

IDAHO POWER COMPANY
Applicant
By Its Assistant Secretary
JAMES E. BRUCE

93-3a

No. 539

STATE OF IDAHO
DEPART NT OF
RECLA TION

NOTICE OF APPLICATION FOR PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO IN ACCORDANCE WITH THE PROVISIONS OF SECTION 42-203, IDAHO CODE.

NOTICE IS HEREBY GIVEN, That the Idaho Power Company, of Boise, Idaho, has made application on the 17th day of October, 1952, to store and appropriate One million, four hundred thousand (1,400,000) acre feet per annum of the waters of Snake River for the development of electric power, subject to future depletion and diversions of water for upstream irrigation and consumptive uses in the Snake River watershed.

That the point of outlet of said reservoir is described as being 1,080 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 North, Range 5 West, B. M., and in Lot 3, Section 2, Township 17 North, Range 5 West, B. M.

That the point of use of said water is described as being 1,760 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 North, Range 5 West, B. M., and in Lot 3, Section 2, Township 17 North, Range 5 West, B. M.

That any protests against the approval of this application must be filed in the Department of Reclamation, at Boise, Idaho, within forty (40) days from the date of this notice, and such protest shall state the name and address of the protestant, and shall clearly set forth his objections to the approval of said application.

Dated this 28th day of January, 1953.

MARK R. KULP
State Reclamation Engineer

Date of first publication February 16.

Date of last publication March 2.

Last date for protest March 9, 1953.

SERVICE OF THE FOREGOING, by copy, is hereby admitted, this 2nd day of February, 1953.

IDAHO POWER COMPANY
Applicant
By Its Assistant Secretary
JAMES E. BRUCE

93-3a

POWER FILING UNDER SECTION
41-203 IDAHO CODE ANNOTATED

Date of notice 2-28 19.5.3
Date of Publication or Posting 3-2 19.5.3
Final Date for Protest 3-9- 19.5.3
IF PROTESTED
Date of Notice of Hearing 19___
Date of Hearing 19___
Date of Appeal Filed 19___

23925

APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho

~~62-2105~~ 62-2023

APPLICATION No. 30947
PERMIT No. 23925
DISTRICT No.

1. Name of Applicant: IDAHO POWER COMPANY

Postoffice address: 1220 Idaho St.,Boise County: Ada State: Idaho

I. If applicant is a corporation, give:
(a) Date and place of incorporation: Maine- May 6, 1915
(b) Amount of authorized capital stock: $76,000,000
(c) Amount paid in: $40,500,000
(d) Names and addresses of directors: C.C.Anderson,Boise,Idaho; J.G.Conley,Caldwell,Idaho;R.E.Gale,Boise,Idaho; B.Glavin,Twin Falls,Idaho;A.C.Inman,Boise,Idaho; W.J.Lloyd,Nampa,Idaho;A.L.Merrill,Pocatello,Idaho; J.H.Rogers, Boise,Idaho; B.C.Russell,Boise,Idaho;J.R.Simplot,Boise,Idaho;Nathan Sommer,Boise,Idaho; E.T.Waters,Weiser,Idaho C.E.Palmer,Ontario, Ore; T.E.Roach,Boise,Idaho

II. The financial resources of the applicant are:
(a) Cash on hand: See balance sheet attached
(b) Treasury stock:
(c) Bonds to be issued:
(d) Other resources:

2. Quantity of water claimed: 20,000.00 cubic feet per second.

3. Source of water supply: Snake River which is a tributary of Columbia River

4. Location of point of diversion: 1080 feet/distant Northwesterly from the S. E. corner of Section 2, T.17 N., R. 5 W., B. M., and is in ~~the~~ Lot 3 of Section 2, T.17 N., R. 5 W., B.M., County of Washington

5. Water is to be used for Generation of electric power

6. If for mining, milling, power or manufacturing purposes, give:
(a) Point of use of water: 1760 feet/distant Northwesterly from S E corner of Section 2 T. 17 N., R. 5 W., B.M., in ~~the~~ Lot 3 of Section 2, T. 17 N., R. 5 W., B.M.
(b) Amount of power generated: Approx. 500,000 H.P., under 277 feet head.
(c) Water is to be returned to Snake River at a point 1760 feet Northwesterly distant from the S. E. corner of Section 2, T. 13 N., R. 5 W., B.M., in ~~the~~ Lot 3 of Section 2, T.17 N., R. 5 W., B.M.

7. Estimated cost of works: $ 61,084,000.00

8. Kind of works: Reservoir, dam and hydro-electric power plant.

9. Height of dam 340/ (approximately) feet; length of dam at top 1765 / (approximately) feet; length of dam at bottom 1950/ (approximately) feet; material used in dam: Rock dam with upstream face of concrete. Concrete waste-waystructure 400 ft.long with tainter gates. Capacity 300,000 c f s with 5 ft. surcharge not yet designed

10. Size of headgate: Width Glory-hold type, feet; height feet.

11. Ditch: Width at bottom No ditch feet; width at water line feet; depth of water feet; dimensions of flume:

Diameter of pipe inches: length of conduit miles.

Average grade per mile feet.
Tunnel about 48 ft. inside diameter, concrete lined, approximate length 1300 feet.

12. The time required for the completion of such work is Five (5) years.

13. The time required for the complete application of the water to the proposed use is Six (6) additional years.

14. The land to be irrigated is described in the following tabulation: See remarks.

15. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are:

16. (a) Is reservoir to be used? **Yes** If so, fill in (b) and (c) below:
(b) Name of Reservoir and number of Storage Permit: **Application No. R-30948 (Permit No. R-905)**
(c) Date of filing of Application for Storage Permit and Name of Applicant: **Idaho Power Company application filed October 17, 1952**

BE IT KNOWN THAT The undersigned hereby makes application for permit to appropriate the public water of the State of Idaho as herein set forth.

IDAHO POWER COMPANY *Applicant.*

By **T. E. Roach** *Agent.*
President

Date of first receipt at Department of Reclamation: **4:00 P. M. October 17, 1952**

Returned to applicant for correction: **November 17, 1952**

Corrected application received: **January 14, 1953**

Approval of State Reclamation Engineer

The number of this permit is **23925**
Recorded in Book **85** Page **23925** Approved **April 2, 1953**
This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve he same, subject to the following limitations and conditions:
Bond in the sum of $ **1,000** to be filed on or before **June 2, 1953**
Work to begin on or before and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which permit holder has no control.
One-fifth of the work above specified to be completed on or before **October 2, 1955**
The whole of said work to be completed on or before **April 2, 1958**
Beneficial use of water appropriated in accordance herewith, to be made on or before **April 2, 1964**

WITNESS My hand this **2nd** *day of* **April, 1953**

MARK R. KULP
State Reclamation Engineer.

IN TESTIMONY WHEREOF, WE, **LEN JORDAN**, Governor of the State of Idaho, and **IRA H. MASTERS**, Secretary of State of the State of Idaho, have caused this instrument to be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed, this **2nd** day of **April**, 19**53**.

Countersigned:
(SEAL)
By **IRA H. MASTERS**
Secretary of State.

STATE OF IDAHO
By **LEN JORDAN**
Governor.

REMARKS: **Water will be stored in reservoir and thence diverted from the Snake River through a tunnel approximately 1300 feet long, thence through the water wheels back to the present Snake River channel. No water will be consumed. The rights for the use of the waters, stream bed and other lands of the State of Idaho, necessary for the construction, and operation of the dam and reservoir, are subject to the condition that the project shall be operated in such manner as will not conflict with the future depletion in flow of the waters of Snake River and its tributaries, or prevent or interfere with the future upstream diversion and use of such waters above the back water created by said dam, for**

14.

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

(Continued below

REMARKS (Continued) **the irrigation of lands and other beneficial consumptive uses in the Snake River watershed.**

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

WHEREAS, Permit No. 23925 of the Idaho Power Company requires proof of Completion of Works to be made on or before April 2, 1958; and,

WHEREAS, said Permit Holder has been unable to proceed with construction pending allowance of a License by the Federal Power Commission:

NOW, THEREFORE, In accordance with the provisions of Section 42-204, Idaho Code,, Extension of time is allowed for construction of works under Permit No. 23925 until June 24, 1960, and a similar extension is allowed for each and every action required under the terms and conditions of Permit No. 23925.

Signed at Boise, Idaho, this 29th day of June, 1955.

MARK R. KULP
State Reclamation Engineer

Permit No. 23925
CERTIFICATE OF COMPLETION OF WORKS

TO ALL WHOM IT MAY CONCERN:

This is to certify that IDAHO POWER COMPANY of Boise, County of Ada, State of Idaho, the holder of Permit No. 23925, issued upon Application No. 30947 bearing date of priority of October 17, 1952, authorizing the diversion of 20,000 second feet of the waters of Snake River, County of Washington, State of Idaho, for electric power generation, purposes, has fully complied with the provisions of the laws of the State of Idaho, relating to the proof of completion of the works of diversion set out and described in said Permit; that said works are adequate for diverting and conveying to the place of intended use 20,000 second feet of the waters of Snake River, a tributary of Columbia River, that the point of diversion of said waters is Lot 3, Sec. 2, T. 17 N., R. 5 W., B. M., and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit:

for electric power generation in Lot 3, Sec. 2, T. 17 N., R. 5 W., B. M.

Witness my hand this 29 day of July, A. D. 1959.

s/ GEO. N. CARTER
State Reclamation Engineer

Proof of Completion of Works Made: June 17, 1959

LICENSE ISSUED FOR 20,000 SEC. FT.
Page 6708

6708

State of Idaho
License and Certificate of Water Right

Water License No. 23925 03-2023 Amount 20,000 c.f.s.

Water District No. Priority Oct. 17, 1952

THIS IS TO CERTIFY that IDAHO POWER COMPANY

of Boise, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated October 17, 1952; that Permit No. 23925 was issued under said application; that Certificate of Completion of works, with a carrying capacity of 20,000 second feet, was issued thereunder on July 29, 1959, showing that said works were completed on the 17 day of June, 1959; and that on the 17 day of June, 1959,

IDAHO POWER COMPANY

of Boise, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of Snake River, a tributary of Columbia River, for the purpose of electric power generation, under Use Permit No. 23925 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume 11 of Licenses at page 6708, on the 29 day of July, 1959;

The right hereby confirmed dates from October 17, 1952;

The Point of Diversion is located Lot 3,

in the ¼ ¼ Sec. 2, Tp. 17 N., R. 5 W., B. M. County Washington

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 20,000 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
17 N.	W.	2	Lot 3 for Electric Power Generation		

The right to the use of the water aforesaid hereby confirmed is restricted to the lands or place of use herein described, as provided by the laws of Idaho.

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this 29 day of July, 19 59.

GEO. N. CARTER
State Reclamation Engineer.

(SEAL)

I, B. C. Russell, of Boise, Idaho, an engineer, licensed by the State of Idaho, do hereby certify that this map was made from an actual survey made under my direction and correctly shows the position of the works thereon.

B. C. Russell
ENGINEER

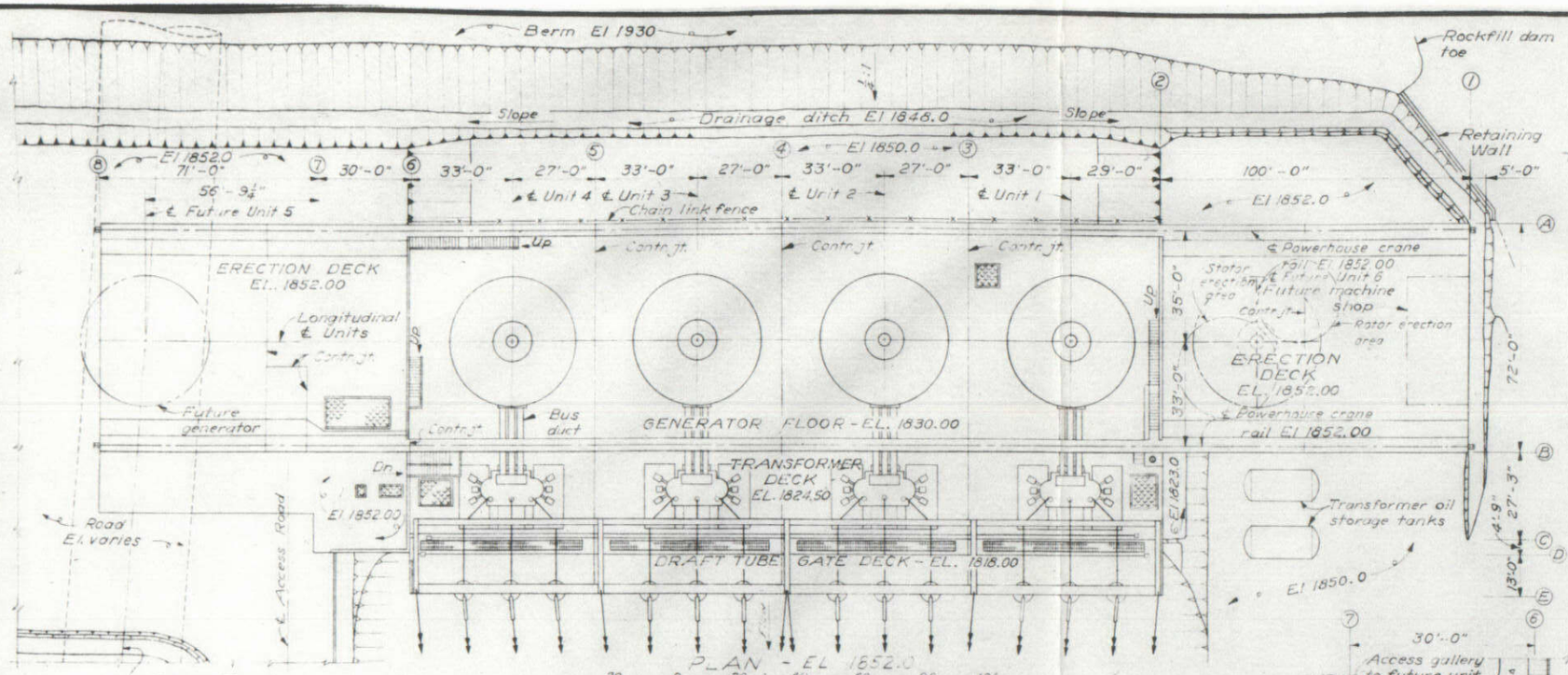
REGISTERED PROFESSIONAL ENGINEER 137 STATE OF IDAHO BEN C. RUSSELL

BROWNLEE H. E. PROJECT
MAP TO ACCOMPANY APPLICATION FOR WATER PERMIT
UNDER SEC. 42-202 IDAHO CODE

IDAHO POWER CO.
BOISE IDAHO
OCT 17, 1952

Permit Map No. 23925
As Approved
APR 2 1953 APR 2 1953
MARK R. KULP
State Reclamation Engineer

D-1108



APPROVED
JUN 18 1957
Mark R Kulp
STATE RECLAMATION ENGINEER

BROWNLEE H E DEVELOPMENT

POWERHOUSE - PLANS & SECTION

MAP TO ACCOMPANY

APPLICATION FOR APPROVAL OF DAM

UNDER SECTION 42-1707, IDAHO CODE

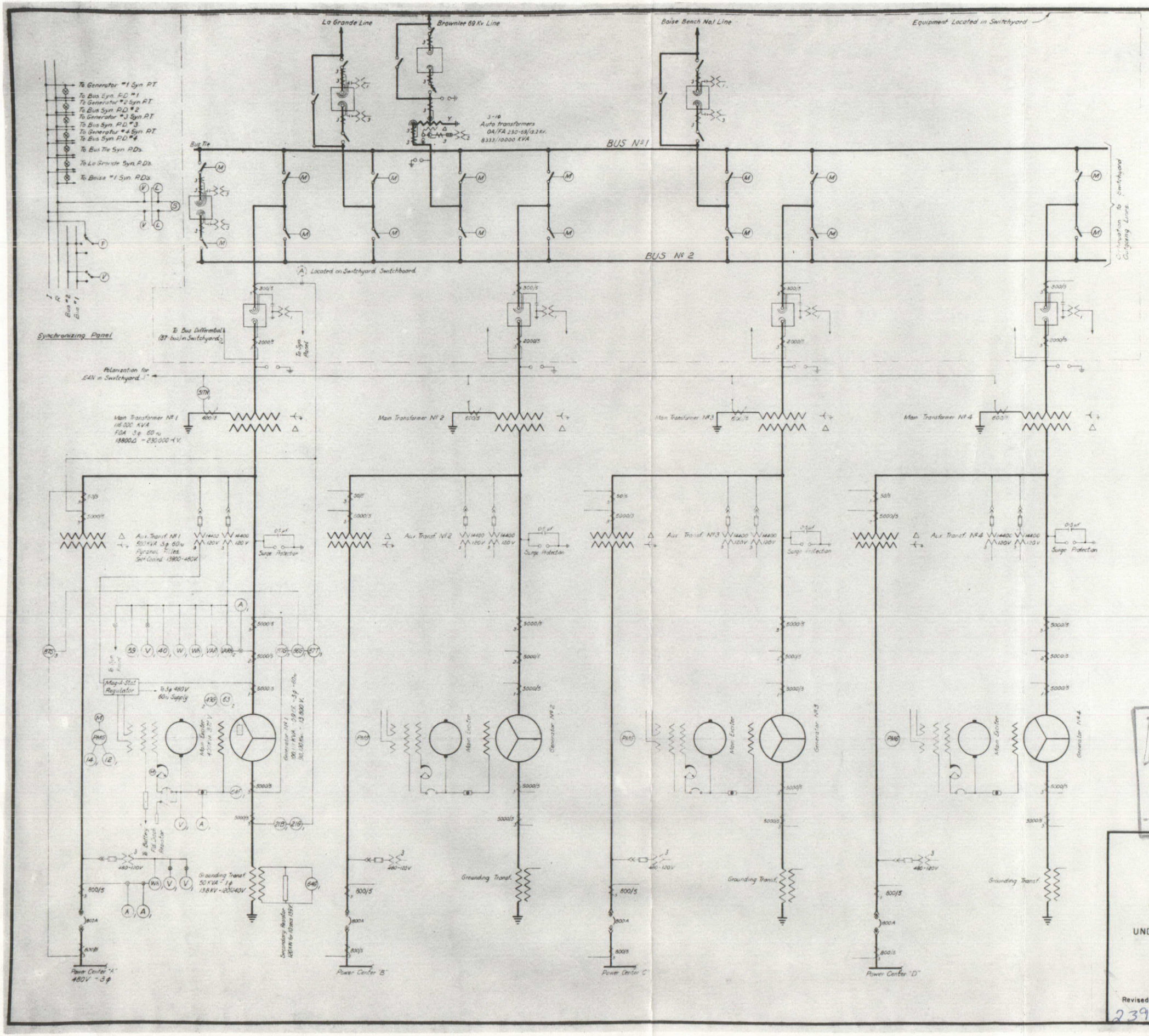
Idaho Power Company
Boise Idaho

Revised May 1957

E-11442

23925

Sheet 4 of 5



INSTRUMENTS

- (A) Ammeter
- (V) Voltmeter
- (W) Wattmeter
- (Wh) Watthour Meter
- (VAR) Varmeter
- (VARH) Varhour Meter
- (S) Synchroscope
- (F) Frequency Meter
- (L) Synchronizing Lamp

DEVICE SYMBOLS

- (12) Overspeed Device
- (14) Underspeed device for brake control.
- (21) Impedance Relay
- (21B) Out-of-step blocking relay
- (21G) Generator backup (impedance) relay
- (40) Loss of excitation relay
- (49G) A.C. Thermal relay for alarm.
- (51TN) Ground backup relay
- (59) A.C. Overvoltage relay
- (63) Flow relay for alarm.
- (64F) Generator Field Ground Relay
- (64G) Generator Ground Protection Relay
- (64N) Transformer Ground protection
- (86G) Lockout relay
- (87) bus Bus Differential Relay
- (87G) Generator Differential Relay
- (87S) Station Service Differential Relay
- (87T) Transformer Differential Relay
- (M) Motor - operated.

NOTE
This Main Single Line Diagram does not include the future 5th and 6th units.

APPROVED
JUN 18 1957
Mark R Kulp
STATE RECLAMATION ENGINEER

BROWNLEE H. E. DEVELOPMENT
MAIN SINGLE LINE DIAGRAM
MAP TO ACCOMPANY
APPLICATION FOR APPROVAL OF DAM
UNDER SECTION 42-1707, IDAHO CODE

Idaho Power Company
Boise Idaho

Revised May 1957 E-11442
23925 Sheet 5 of 5

APPROVED
JUN 18 1957
Mark R Kulp
STATE RECLAMATION ENGINEER

BROWNLEE H.E. DEVELOPMENT

GENERAL PLAN

MAP TO ACCOMPANY

APPLICATION FOR APPROVAL OF DAM

UNDER SECTION 42-1707, IDAHO CODE

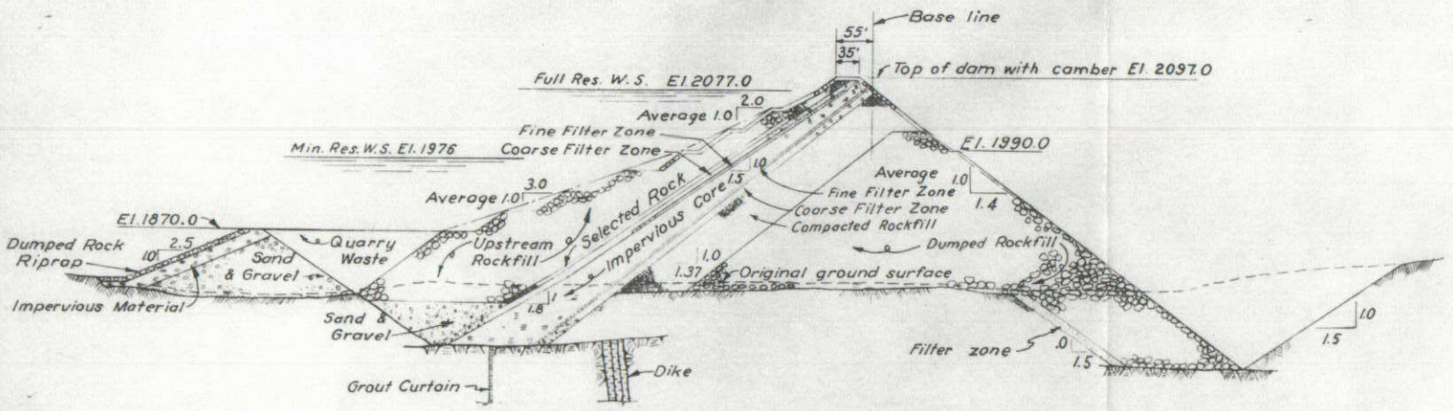
Idaho Power Company
Boise Idaho

Revised May 1957

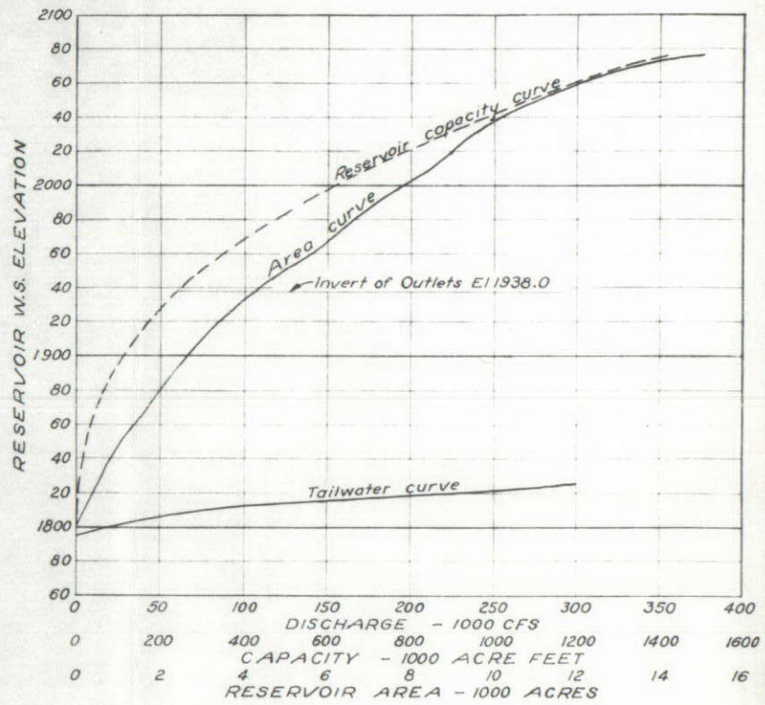
E-11442

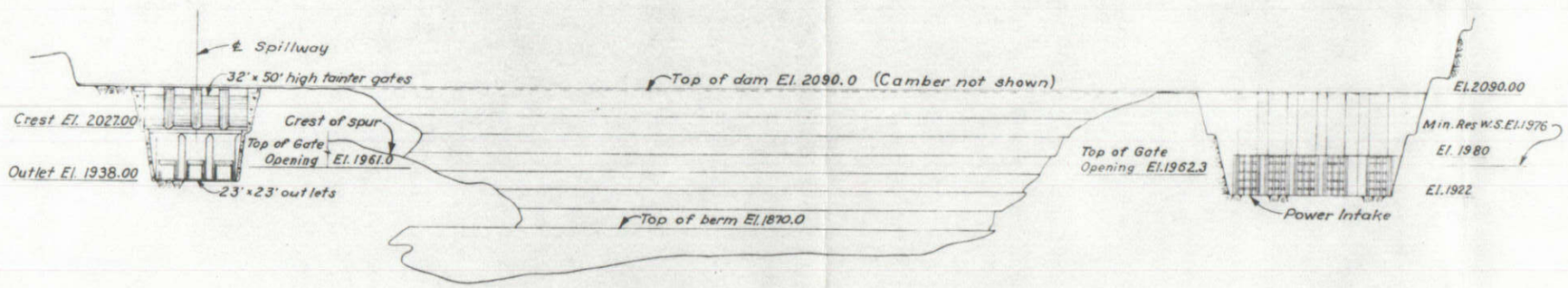
23925

Sheet 1 of 5



MAXIMUM SECTION THROUGH DAM
Scale 1" = 100'





DEVELOPED UPSTREAM ELEVATION
OF SPILLWAY, DAM, AND POWER INTAKE
Scale 1" = 100'

APPROVED
JUN 18 1957
Mark R. Kulp
STATE RECLAMATION ENGINEER

BROWNLEE H E DEVELOPMENT

DAM - SECTION & ELEVATION

MAP TO ACCOMPANY

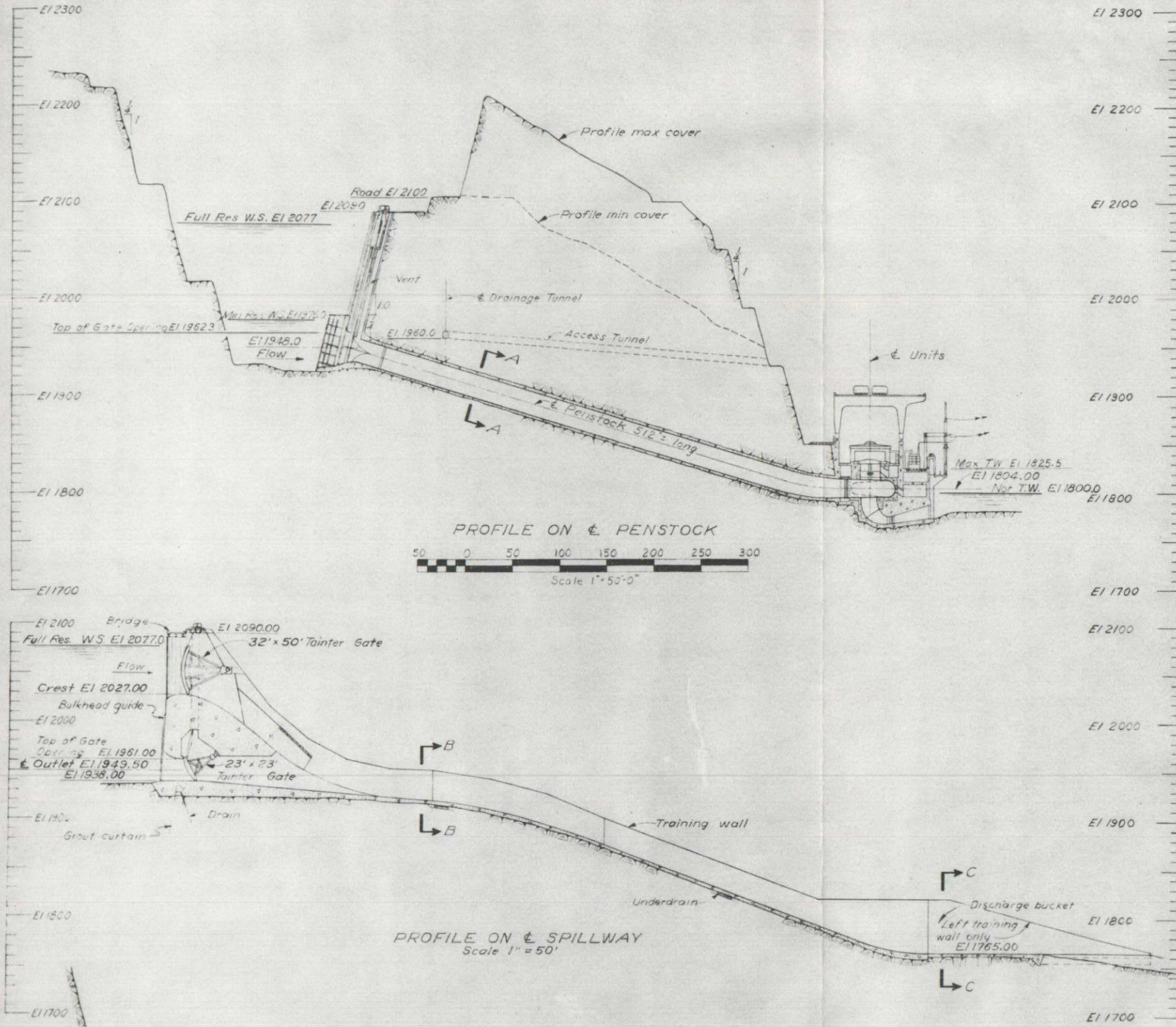
APPLICATION FOR APPROVAL OF DAM

UNDER SECTION 42-1707, IDAHO CODE

Idaho Power Company
Boise Idaho

Revised May 1957 E-11442

23925 Sheet 2 of 5

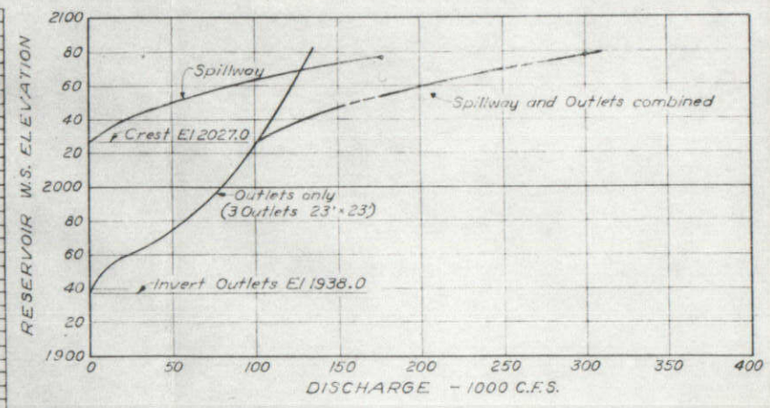


PROFILE ON ℄ PENSTOCK

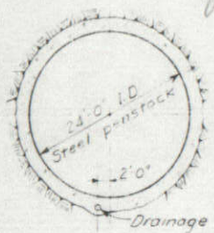
Scale 1" = 50'-0"

PROFILE ON ℄ SPILLWAY

Scale 1" = 50'



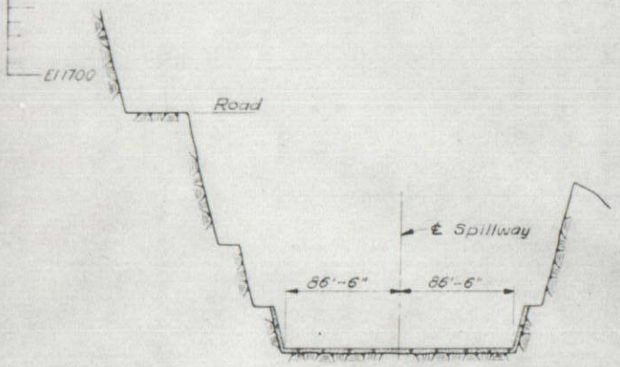
Spillway 175,000
Outlets 125,000
Total 300,000



Drainage line Units 2 & 4 only

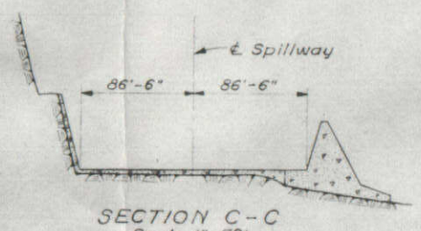
SECTION A-A

Scale 1" = 10'-0"



SECTION B-B

Scale 1" = 50'



SECTION C-C

Scale 1" = 50'

APPROVED

JUN 18 1957

Mark R Kulp

STATE RECLAMATION ENGINEER

BROWNLEE H E DEVELOPMENT

PENSTOCK & SPILLWAY SECTIONS

MAP TO ACCOMPANY

APPLICATION FOR APPROVAL OF DAM

UNDER SECTION 42-1707, IDAHO CODE

Idaho Power Company

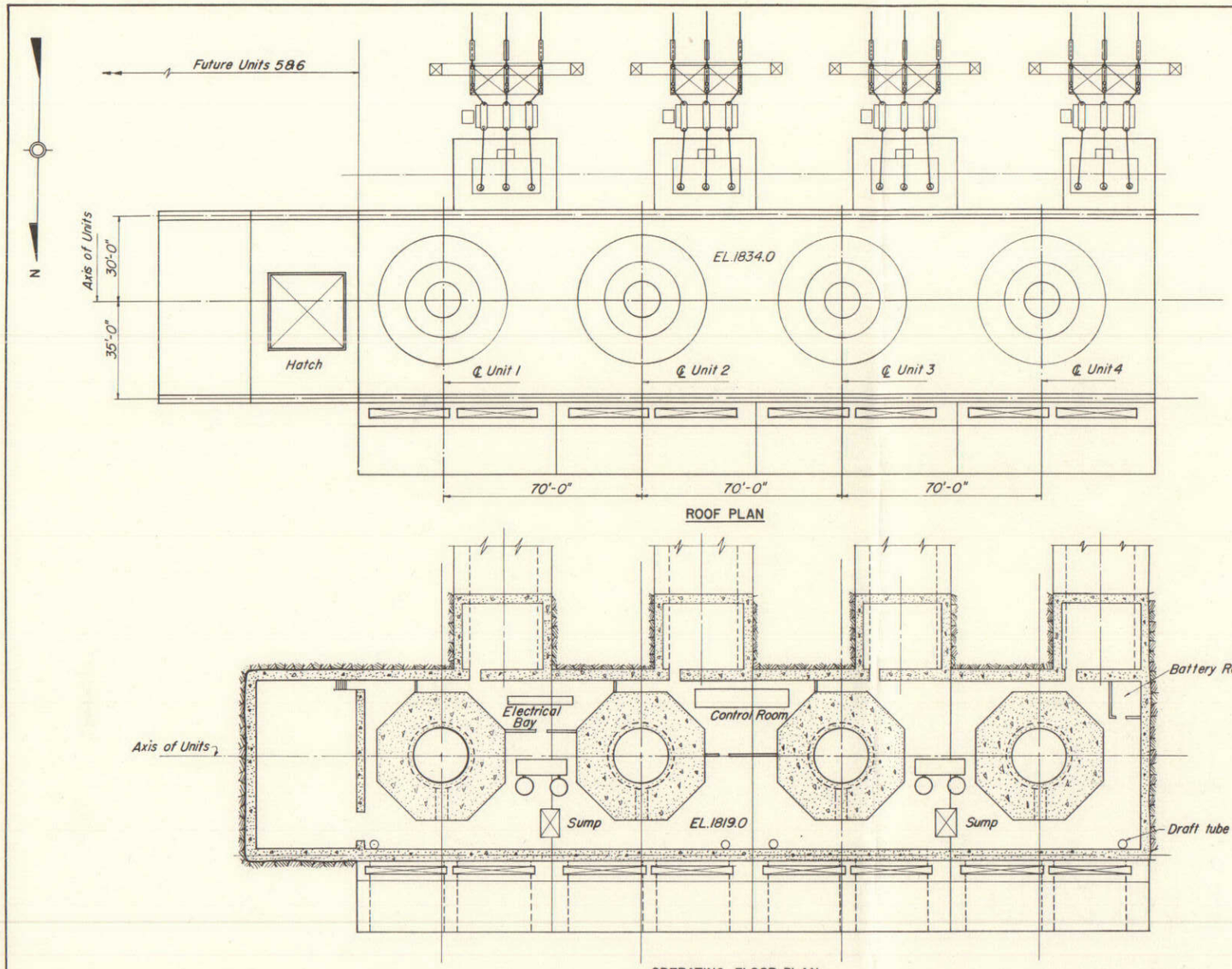
Boise Idaho

Revised May 1957

E-11442

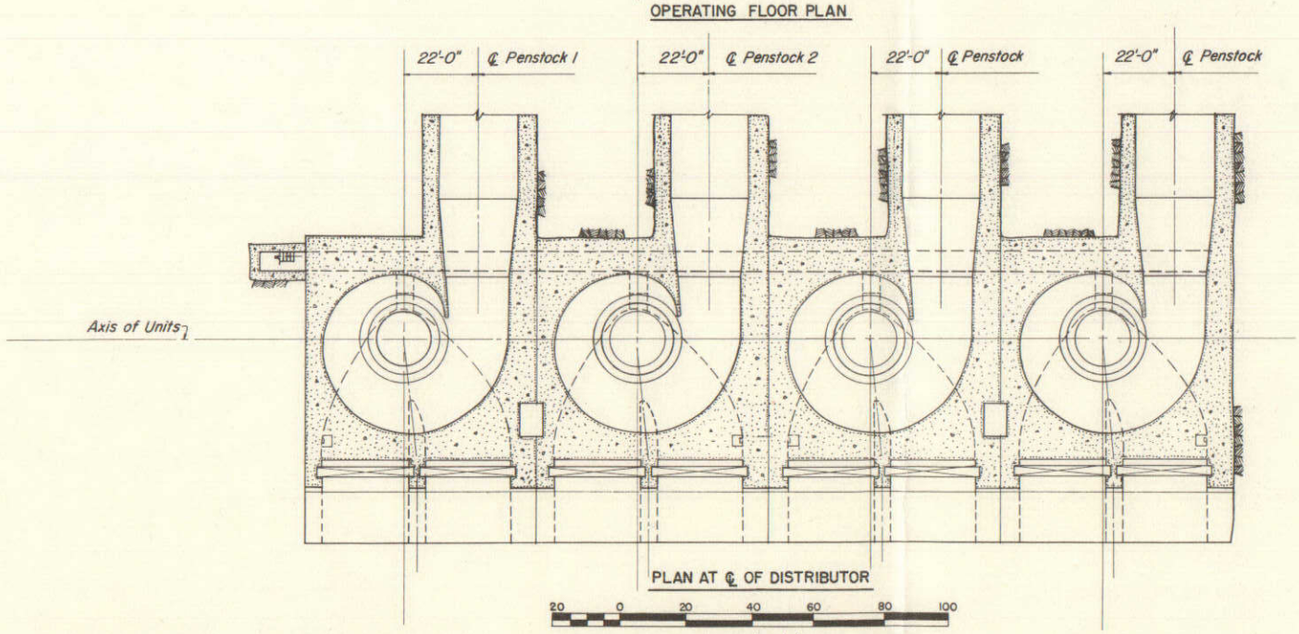
23925

Sheet 3 of 5

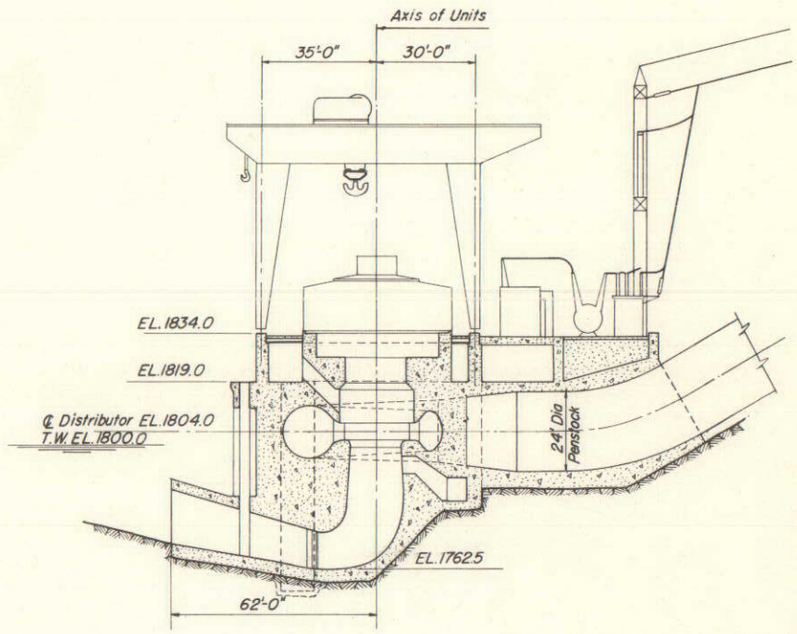


ROOF PLAN

OPERATING FLOOR PLAN



PLAN AT ℄ OF DISTRIBUTOR



POWER HOUSE CROSS SECTION

20 0 20 40 60 80 100
SCALE 1"= 20'-0"

NOTES:

TURBINES- Francis type
139,000 H.P.

GENERATORS-
90,100 K.W. - 112.5 R.P.M.

GANTRY CRANE
400 TON CAPACITY

THIS DRAWING IS FILED PURSUANT TO ARTICLE 29 OF LICENSE FOR PROJECT 1971 ISSUED AUGUST 4, 1955

IDAHO POWER COMPANY
BY R. B. Johnson
VICE PRESIDENT
DATED September 1, 1955

REVISED AUG. 1955

PROJECT 1971 EXHIBIT L

BROWNLEE H.E. DEVELOPMENT
POWER HOUSE
PLANS AND SECTION

IDAHO POWER COMPANY
BOISE, IDAHO
SCALE AS SHOWN SHEET 4 OF 5

23925

F-140650

IDAHO

OREGON

SNAKE RIVER

Access Road

POWER HOUSE

POWER HOUSE INTAKE

EL 1931.0

DRAWDOWN INTAKE

EL 1865.0

DIVERSION INTAKE
60,000 c.f.s.

EL 1800.0

Cofferdam EL 1830.0

Cofferdam EL 1880.0

Slope 1 on 1.4

Slope 1 on 2.5

Top of dam El. 2090.0

SPILLWAY
5-Gates
42' wide by 50' high

EL. 2000.0

VALVE STRUCTURE
12-102" Howell-Bunger Valves

EL 1790.0

E-203,000

E-202,500

E-202,000

E-201,500

E-201,000

E-200,500

E-200,000

E-199,500

N-1,193,500

N-1,193,000

N-1,192,500

N-1,192,000

N-1,191,500

N-1,191,000

N-1,190,500

N-1,190,000

GENERAL PLAN

100 0 100 200 300 400 500

SCALE 1" = 100'-0"

THIS DRAWING IS FILED PURSUANT TO ARTICLE 29 OF LICENSE FOR PROJECT 1971 ISSUED AUGUST 4, 1955

IDAHO POWER COMPANY

BY A. E. Inman
VICE PRESIDENT

DATED September 1 1955

PROJECT 1971 EXHIBIT L

BROWNLEE H.E. DEVELOPMENT

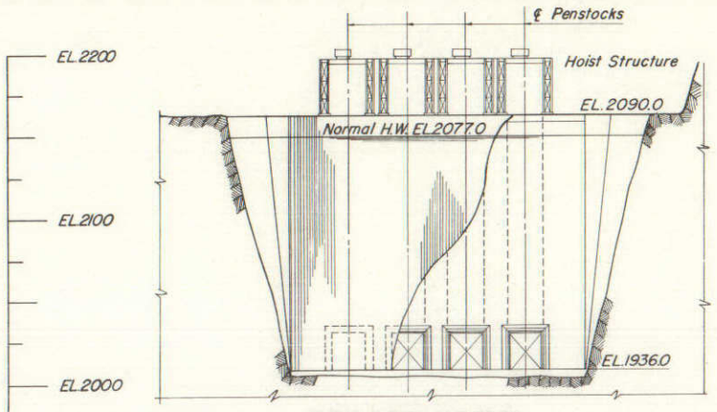
GENERAL PLAN

IDAHO POWER COMPANY
BOISE, IDAHO
SCALE AS SHOWN SHEET 1 OF 5

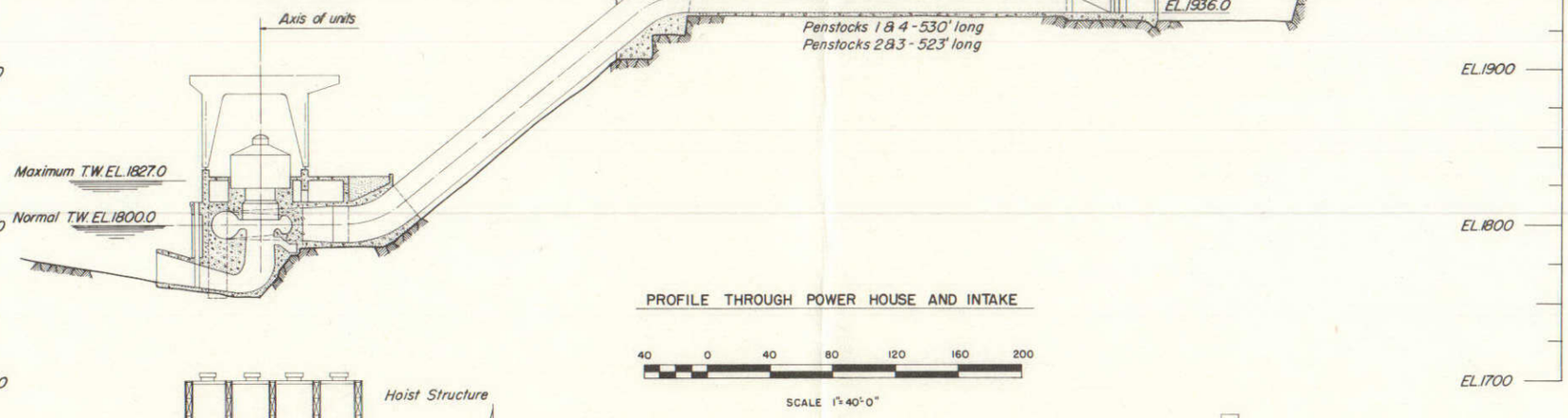
REVISED AUG. 1955

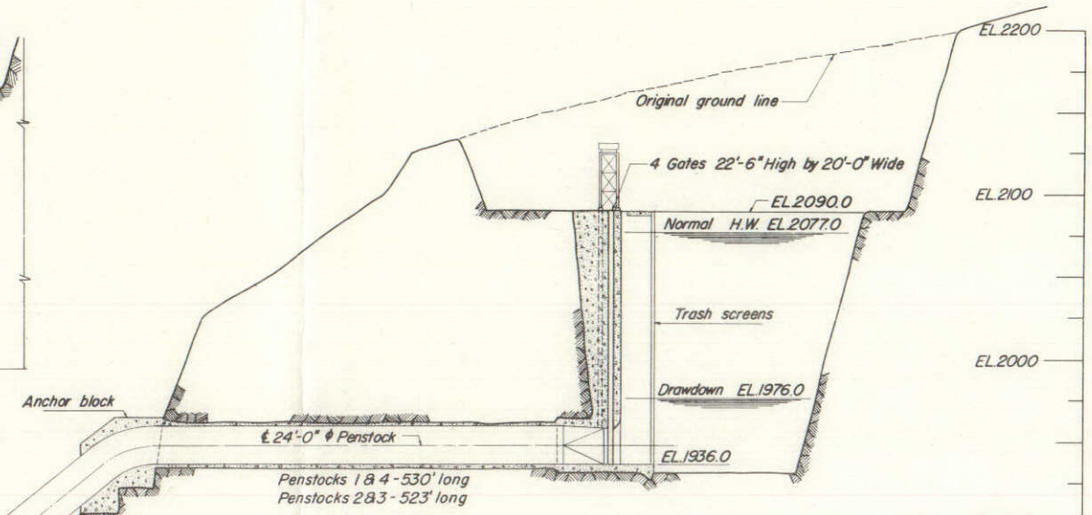
23925

F-140647



POWER INTAKE ELEVATION
SCALE 1"= 40'-0"

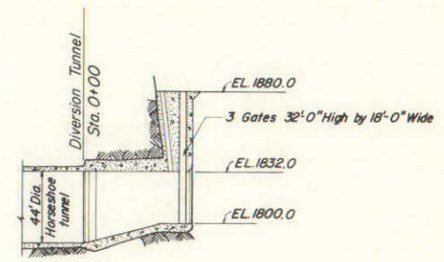




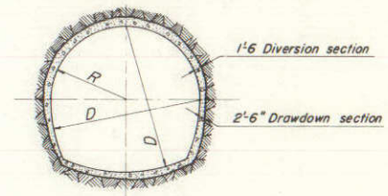
PROFILE THROUGH POWER HOUSE AND INTAKE

40 0 40 80 120 160 200

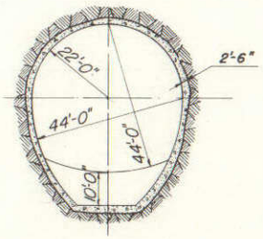
SCALE 1"= 40'-0"



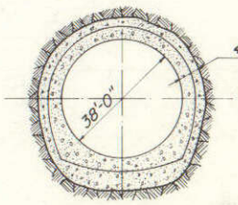
SECTION THRU DIVERSION TUNNEL PORTAL
SCALE 1" 40'-0"



STD HORSESHOE SECTIONS
2,398 FT. LONG



SECTION AT ROCK TRAP

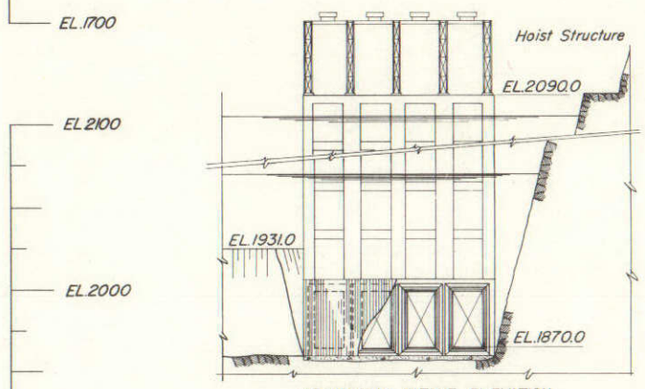


SECTION AT STEEL LINER

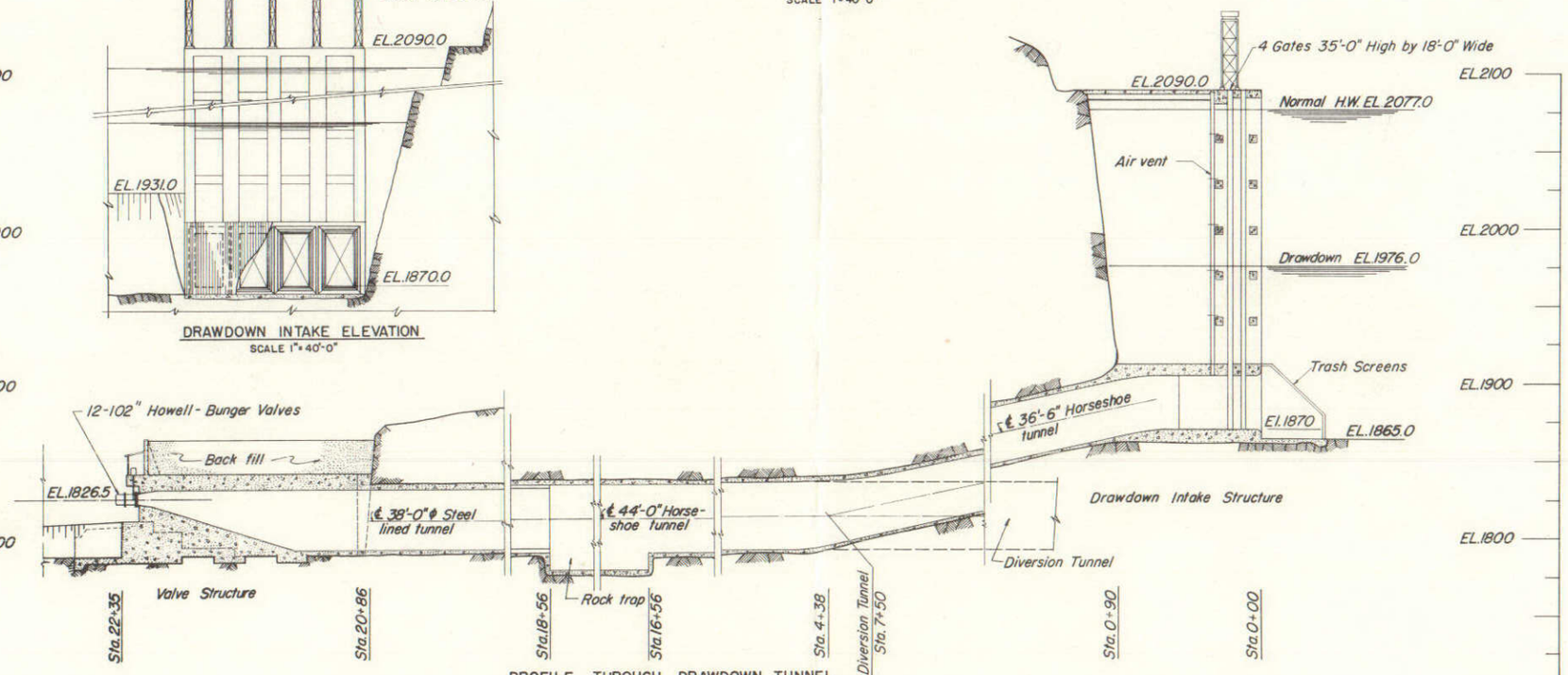
DIVERSION TUNNEL SECTIONS

20 0 20 40 80 100 120

SCALE 1"- 20'-0"



DRAWDOWN INTAKE ELEVATION
SCALE 1"= 40'-0"



PROFILE THROUGH DRAWDOWN TUNNEL
SCALE 1"= 40'-0"

THIS DRAWING IS FILED PURSUANT TO ARTICLE 29 OF LICENSE FOR PROJECT 1971 ISSUED AUGUST 4, 1955

IDAHO POWER COMPANY
BY _____
VICE PRESIDENT
DATED September 1 1955

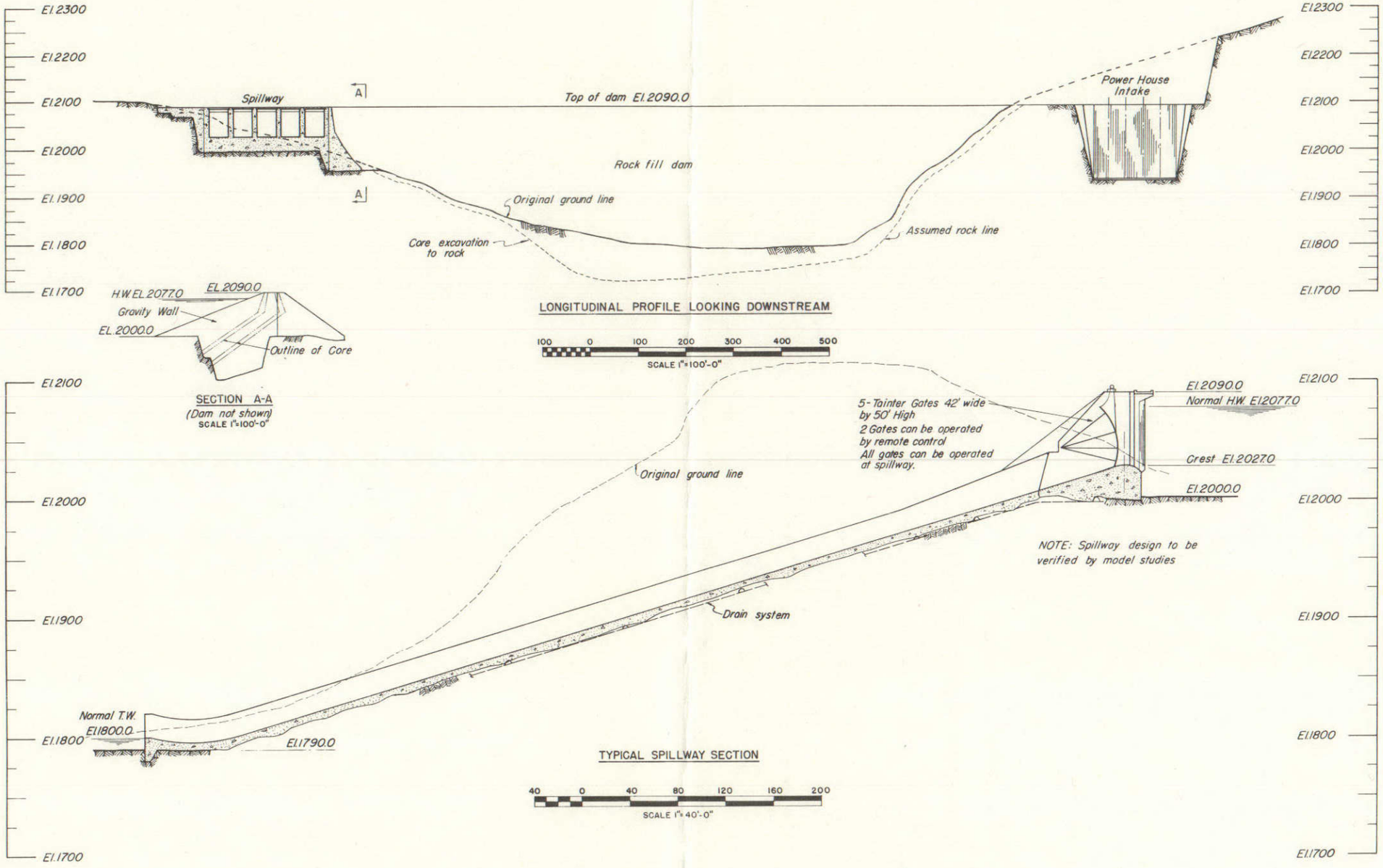
PROJECT 1971 EXHIBIT L

BROWNLEE H.E. DEVELOPMENT
PENSTOCK SECTION
DIVERSION SECTION
IDAHO POWER COMPANY
BOISE, IDAHO
SCALE AS SHOWN SHEET 2 OF 5

REVISED AUG. 1955

23925

F-140648



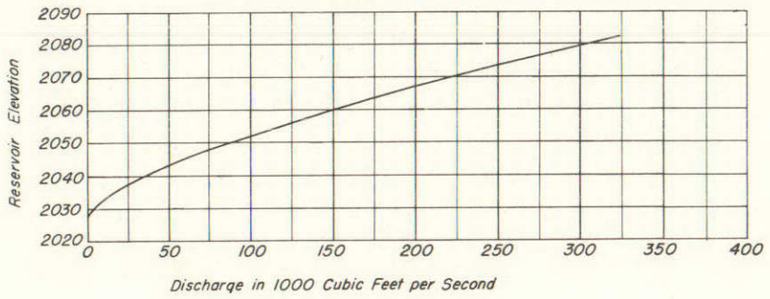
LONGITUDINAL PROFILE LOOKING DOWNSTREAM

100 0 100 200 300 400 500
SCALE 1"=100'-0"

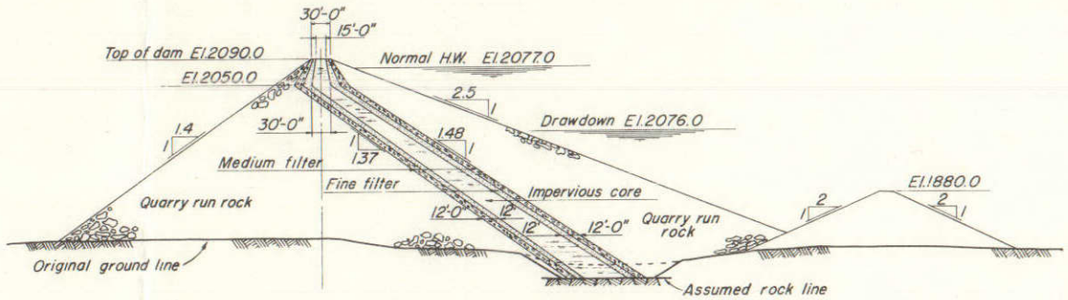
SECTION A-A
(Dam not shown)
SCALE 1"=100'-0"

TYPICAL SPILLWAY SECTION

40 0 40 80 120 160 200
SCALE 1"=40'-0"



SPILLWAY DISCHARGE CURVE



CROSS SECTION OF ROCK FILL DAM

100 0 100 200 300 400 500
SCALE 1"=100'-0"

THIS DRAWING IS FILED PURSUANT TO ARTICLE 29 OF LICENSE FOR PROJECT 1971 ISSUED AUGUST 4, 1955

IDAHO POWER COMPANY
BY _____
VICE PRESIDENT
DATED September 1, 1955

REVISED AUG. 1955

PROJECT 1971 EXHIBIT L

BROWNLEE H.E. DEVELOPMENT
DAM & SPILLWAY
SECTIONS
IDAHO POWER COMPANY
BOISE, IDAHO
SCALE AS SHOWN SHEET 3 OF 5

23925

F-140649

HYDROELECTRIC COMMISSION OF OREGON

LICENSE FOR PROJECT NO. 188 (BROWNLEE)

IDAHO POWER COMPANY

A MAJOR PROJECT OF

771,193 THEORETICAL HORSEPOWER

WHEREAS, by act of the Legislature of the State of Oregon (ORS 543.010 to 543.620 and ORS 543.990, as amended by Chapter 100, 1961 Laws) hereinafter called the Hydroelectric Act, the Hydroelectric Commission of Oregon, hereinafter called the Commission, is authorized and empowered, (among other things) inter alia, to issue licenses to appropriate, initiate, perfect, acquire and hold the right to the use of the waters within the State, including waters over which the State has concurrent jurisdiction, and to construct, operate and maintain dams, reservoirs, powerhouses, conduits, transmission lines, and all other works and structures necessary or convenient for the use of such waters in the generation and utilization of electricity, and to approve maps, plans, specifications and cost estimates, or changes therein, which, when approved, shall become a part of the license; and

WHEREAS, Idaho Power Company, hereinafter called the Licensee, a corporation organized under the laws of the State of Maine and duly qualified to do business in Oregon with its principal place of business at 1220 Idaho Street, Boise, Idaho, on December 20, 1955, made application to the Commission for a license for a power project designated as Project No. 188 on the records of the Commission and by the Licensee as Brownlee Development and by the Federal Power

Commission as Brownlee Unit of Project No. ~~1971~~ 2133 (1971-75 Oxbow), for authority to maintain and operate in the counties of Malheur and Baker, State of Oregon, certain project works, necessary or convenient for the development, transmission and utilization of electric power, and for the use of the waters of the Snake River, tributary of the Columbia River for generation of such electric power; and

WHEREAS, the Snake River throughout the entire project area is an interstate stream and forms a common boundary between the State of Oregon and State of Idaho, and part of the project works, lands and property are located in the State of Idaho; and

WHEREAS, the Federal Power Commission has issued to the Licensee a license for the project (as a part of a three unit development licensed under Federal Power Commission Project No. ~~1971~~ 2133) under the terms and provisions of the Federal Power Act, as amended, (16 U.SCC., Section 791 to 823) and in said license has made the finding and determination that the project units "would be located in and along a navigable water of the United States; and they would otherwise effect the interests of interstate or foreign commerce by affecting the downstream navigable capacity of the river"; and

WHEREAS, the Licensee, as a public utility, and because of the interstate character of its property and operations is subject to the jurisdiction of the Public Utility Commissioner of Oregon, the Idaho Public Utilities Commission and the Federal Power Commission as to matters of accounting, depreciation, security issues, rates, and general utility regulation, and is bound by the lawful orders and requirements of all said regulatory commissions within their respective jurisdictions and authority; and

WHEREAS, the Commission finds that the provisions of ORS 543.510 which requires the Licensee to establish and maintain amortization reserves, and the provisions of any rule or regulation issued by the Commission relating to such amortization reserves; the provisions of ORS 543.520; the provisions of ORS 543.530; the provisions of ORS 543.540, the provisions of ORS 543.550; and the provisions of ORS 543.610 are in conflict with the terms of the license issued by the Federal Power Commission for this project; and

WHEREAS, the Brownlee Development is a major project for the development of 771,193 theoretical horsepower with an initial installed plant capacity (nameplate) of 360,400 kw at 0.90 power factor; the applicant has paid to the Commission all fees required prior to the issuance of a license in accordance with the provisions of the Hydroelectric Act and the Rules and Regulations of the Commission; and no application for said project, or in conflict therewith, has been filed by any municipality or public utility district; and

WHEREAS, the Licensee has filed maps, plans and specifications as required by ORS 543.290, and the Commission finds that the project is well adapted to the utilization of the water power involved and hereby approves the same; and

WHEREAS, the Licensee on the 5th day of June, 1961 accepted in writing all the terms and conditions of this license for Project No. 188,

NOW, THEREFORE, the Commission hereby issues this license to the Licensee for the purpose of operating and maintaining the project works hereinafter described, and located within the State of Oregon, necessary or convenient for the development, transmission, and

utilization of hydroelectric power, and to appropriate, acquire, and hold the right to use the waters of the Snake River to the extent hereinafter set forth. This license is issued on condition that said Licensee shall comply with all the terms and conditions of the Hydroelectric Act and Laws of Oregon relating thereto and with the Rules and Regulations of the Commission pursuant thereto as though fully set forth herein except those specifically waived herein and shall be subject also to the following express conditions, limitations and exceptions, to-wit:

ARTICLE 1. Definition of Project. The word "Project" as used in this license means the complete unit, improvement or development, located within the State of Oregon. It includes, among other things, powerhouses, waterwheels, conduits or pipes, dams and appurtenant works and structures, storage or diverting reservoirs connected therewith, and primary lines transmitting power to the point of junction with a distributing system, or with any interconnected primary system, miscellaneous works and structures used in connection with the unit or part thereof, rights of way, lands, flowage rights and all other properties, rights and structures necessary or appropriate in the use, operation and maintenance of such project.

ARTICLE 2. Description of Project: A concise, general description of Project No. 188 is as follows:

(a) Dam and Reservoir:

A rock-fill dam with sloping earth core 395 feet high and 1320 feet crest length at elevation 2090 feet has been constructed in the Snake River at river mile 284.6. The left abutment of the dam is located in the

southeast quarter of Section 25, Township 8 South, Range 47 East, W.M., in Oregon, and the right abutment in the southeast quarter of Section 2, Township 17 North, Range 5 West, B.M., in Idaho. A concrete spillway section surmounted by tainter gates is located on the Oregon side. The reservoir formed has a normal pool elevation of 2077 and extends approximately 58 miles up the Snake River with a surface area of about 16,000 acres. The reservoir has a total capacity of 1,500,000 acre feet of which 1,000,000 acre feet is useable with a drawdown of 101 feet. Four penstocks installed in tunnels lead from the reservoir to the powerhouse located on the Idaho side. Initial construction includes an intake and tailrace channel for a fifth unit in an extension of the powerhouse. A sixth unit can be installed by the construction of a tunnel, surge tank, penstock and an extension to the powerhouse.

(b) Power Plant

The powerhouse is located on the right bank of the river at the end of the dam. The initial development is four turbines, each rated at 142,000 horsepower at 235-foot head, and connected to a 100,111 kva (90,100 kw at 0.90 power factor) generator. The maximum gross head is 277 feet. Provision is made for an additional intake and future installation of two similar generating units in extensions to the powerhouse. The initial development uses 24,500 cubic feet per second of water under a gross head of 277 feet to develop 771,193 theoretical horsepower.

(c) Transmission Lines

Power will be transmitted by one 230 kv transmission line to Licensee's Quartz Substation near Baker, Oregon (and two 230 kv trans-

mission lines or circuits to Boise, Idaho), connecting at these points to Licensee's interconnected primary transmission system.

(d) Exhibits

The location and character of the project are more specifically shown and described by the following designated exhibits filed with the Commission which are made a part of this license.

Exhibit J: Brownlee HE Development General Map E-11440

Exhibit J-1: Brownlee Hydroelectric Development Detail Map, 3 sheets, numbered E-11441

Exhibit K-1: General design drawings, Brownlee, Hydroelectric Development, Drawing No. E-11442, 4 sheets, revised February 1960.

Exhibit P: FPC Order dated August 4, 1955 Issuing License to Idaho Power Company for FPC Project No. 1971; and FPC Order Approving Revised Exhibit L Drawings (Brownlee), issued August 23, 1960.

ARTICLE 3. Special Conditions.

(a) No substantial changes shall be made in the maps, plans, specifications and statements described and designated as Exhibits herein until such changes have been filed with and approved by the Commission. To the extent any changes in maps, plans or specifications are hereafter approved by the Commission, the approval of such change shall be deemed to amend the description of the license accordingly.

(b) The Licensee shall construct, maintain and operate, or shall arrange for the construction, maintenance and operation of such

facilities and equipment for fish migration, propagation or conservation as shall be set forth in the license from the Federal Power Commission for FPC Project No. 1971 and amendments thereto. In the event any modifications in the fish facilities are deemed necessary the applicant shall cooperate with the Oregon State Game Commission and the Fish Commission of Oregon in the design of such modifications or operation of the facilities.

ARTICLE 4. Access. All of the project area, including access roads, shall be open to the general public for recreational purposes, except those closures necessary for public safety, and the safe and economical operation of the project.

ARTICLE 5. Special Reports. The Licensee shall furnish detailed information and data concerning the project, or any proposed modifications thereof, as may be required by the Commission.

ARTICLE 6. Period of License. This license is effective as of June 16 , 1961, and shall terminate December 31, 2010.

ARTICLE 7. Jurisdiction. In consideration of this license and of the benefits and advantages accruing hereunder to the Licensee, it is expressly agreed by the Licensee that the project, project area, and project works located within the State of Oregon as hereinafter designated and described whether or not upon the lands of the United States, shall be subject to all provisions, terms and conditions of this license. Should the Licensee be prevented from compliance with any provisions of this license or of the Hydroelectric Act by the operation of any federal governmental agency exercising exclusive

jurisdiction in the premises, it shall not be deemed to be in default or under any liability to the State of Oregon for failure to perform the same during the period of such disability.

ARTICLE 8. Water Right Granted. This license grants the Licensee the right to use in its initial development 24,500 cubic feet per second of the waters of the Snake River for the developmentof hydroelectric power at the Brownlee Project, and to store 1,500,000 acre feet of which 1,000,000 acre feet are useable, of the waters of the Snake River in the Brownlee Reservoir to elevation 2077 feet m.s.l., and to use the impounded water as needed for the operation of the Licensee's hydroelectric project. The date of priority of this appropriation of water is May 20, 1953.

The water right granted under this license shall be subject and inferior in point of right of use to any permits granted by the State Engineer of Oregon or his successor having jurisdiction in the matter to the use of the waters of the Snake River and its tributaries for domestic, municipal, irrigation or any other beneficial consumptive uses.

ARTICLE 9. Period of Water Right. The right to the use of the waters of the Snake River in connection with the development of this project shall be vested in the Licensee during the time this license or any new license or lawful renewal thereof is in force.

ARTICLE 10. Annual License Fee. In view of the interstate location of this project the annual license fee is computed on 12,250 cubic feet per second of water, which is one-half of the total quantity of water to be used by this project.

A license fee of $28,919.74 shall be paid by the Licensee on acceptance of the license for the calendar year 1961. An annual license fee of $57,839.48 shall be paid by the Licensee on or before January 1 of each calendar years 1962 to 2010, inclusive, being 15 cents per theoretical horsepower for 385,597 theoretical horsepower (one-half of the total horsepower authorized herein for Project No. 18[illegible].) - changed to 385 596½ THP

ARTICLE 11. Special Waivers. In accordance with Chapter 100, Oregon Laws 1961, the provisions of the following statutes and the Commission's Rules and Regulations relating to said statutes are waived by the Commission.

The Commission waives:

(1) Any provisions of ORS 543.510 which requires the Licensee to establish and maintain amortization reserves, and the provisions of any rule or regulation issued by the Commission relating to such amortization reserves.

(2) The provisions of ORS 543.520; provided, that if the project has not been taken over by the United States or any state or municipality thereof, the Commission or its successor having jurisdiction in the matter at that time is authorized to issue a new license to the Licensee upon such terms and conditions as may be authorized or required under the existing laws and regulations.

(3) The provisions of ORS 543.530

(4) The provisions of ORS 543.540

(5) The provisions of ORS 543.550

(6) The provisions of ORS 543.610

ARTICLE 12. Expenses of Examination. The Licensee shall pay to the State of Oregon pursuant to ORS 543.280 the expenses incurred and to be incurred by the Commission in examining into any application for amendment of the license, and maps, plans, specifications, cost estimates and other matters relating to the project, and the investigation from time to time of acts done and work carried forward under the license.

IN WITNESS WHEREOF, the Hydroelectric Commission of Oregon has caused its name to be signed hereto and dated June 16, 1961.

HYDROELECTRIC COMMISSION OF OREGON

James W. Morrell, Chairman

William P. Grimes, Vice Chairman

Lewis A. Stanley, Secretary

IN TESTIMONY OF ACCEPTANCE of all the terms and conditions of the Hydroelectric Act, except as specifically waived, and of the further conditions imposed in the foregoing license, the Licensee, this 5th day of June, 1961 has caused its corporate name to be signed by T E Roach, its President, and its corporate seal to be fixed hereto and attested by A C Inman, its Secretary, pursuant to the resolution of its board of directors, duly adopted on the 23rd day of November, ~~1961~~ 1956 a certified copy of the record of which is attached hereto.

IDAHO POWER COMPANY

By T E Roach
President.

SEAL

Attest:

A. C. Inman
Secretary.

IDAHO POWER COMPANY
CERTIFIED COPY OF RESOLUTION ADOPTED BY
THE BOARD OF DIRECTORS

RESOLVED that the President or a Vice President, and the Secretary or Assistant Secretary, of this Company, be and they are hereby authorized, respectively, to execute and to affix the corporate seal and attest, for and on behalf of this Company, an acceptance of license or licenses which may hereafter be issued by the Hydroelectric Commission of Oregon for the Company's Brownlee, Oxbow and Hells Canyon developments on Snake River, with such provisions and upon such terms and subject to such conditions as the said officers of this Company may in their discretion determine to be advisable for the Company, and the proper officers of the Company are hereby authorized and empowered to do and perform any and all acts which they may deem necessary or desirable to carry out and effectuate the purposes of this resolution.

I, A C INMAN, Secretary of Idaho Power Company, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by the Board of Directors of said Corporation at a meeting thereof held on November 23, 1956; that there was then and there present and voted thereon a quorum of said Board; and that said resolution is in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 5th day of June, 1961.

A. C. Inman

Secretary.

WATER RESOURCES DIRECTOR OF OREGON

Marion County

IN THE MATTER OF AMENDING THE LICENSE FOR BROWNLEE PROJECT NO. 188 IN THE NAME OF IDAHO POWER COMPANY, BOISE, IDAHO

ORDER
Amending License

STATEMENT

On May 30, 1980, the Idaho Power Company submitted application for amendment of the license for Hydroelectric Project No. 188, Brownlee Project, to authorize the construction and operation of the Fifth Unit, including penstock, turbine, generator, switching facilities, transmission lines, and all related equipment and appurtenances necessary to generate power and feed generated power into applicant's interconnected primary transmission system.

The applicant requested that the Water Resources Director waive such conditions and requirements as consistent with the provisions of ORS 543.135 and in keeping with the terms of the existing license.

The installation of additional generation facilities was contemplated at the time of planning for construction of the initial phase of the project, and included by reference in the application documents submitted for the existing license.

FINDING OF FACT AND CONCLUSIONS

1.

The requested amendment to License No. 188 covers the construction and operation of the Fifth Unit at Brownlee Dam, said unit consisting of a single turbine and generator having an installed plant capacity of 225,000 kw with a rated head of 250 feet. Gross head is 277 feet. Installation of the Fifth Unit will result in a combined turbine hydraulic capacity at the Brownlee development of approximately 35,000 cubic feet per second. Applicant presently holds a right for the use of 24,500 cubic feet per second at the Brownlee development. Authorization for use of an additional 10,500 cubic feet per second in combination with applicant's existing right will provide for project operation at maximum capacity. Installation of the Fifth Unit provides for the additional generating capacity contemplated in the original license. The Fifth Unit will be utilized to provide additional generating capacity for peak loads, for outage of other generating units, and to increase energy production during periods of high river flow.

2.

In the interest of public safety, and for the protection of life and property, the alteration and subsequent operation and maintenance of the facilities must be accomplished in accordance with sound engineering practices.

3.

The applicant has demonstrated that the construction and operation of the Fifth Unit will not change the seasonal operation of Brownlee Reservoir and will not appreciably change fluctuations in reservoir level, will not appreciably affect fluctuations in the level of Oxbow and Hells Canyon Reservoirs, will not have a significant effect on overall water quality, and will not significantly affect the

fishery or recreation resources within the project or in the Snake River downstream from Hells Canyon Dam.

4.

The applicant has demonstrated the necessary financial capabilities to undertake the construction and operation of the Fifth Unit, said unit being completed and placed into commercial operation in March of 1980.

5.

On June 16, 1961, the State of Oregon issued Hydroelectric License No. 188 covering the construction and operation of the initial phase of the Brownlee Project, said license containing specific reference to the future construction and operation of additional generation facilities at the site.

6.

By order adopted July 27, 1955, and issued August 4, 1955, the Federal Power Commission issued license for Project No. 1971 covering the construction and operation of the initial phase of the Brownlee Project, said license containing specific reference to the future construction and operation of additional generation facilities at the site.

7.

By order issued August 11, 1976, the Federal Energy Regulatory Commission (formerly Federal Power Commission) issued an amendment to the license for Project No. ~~1971~~ 2133 (1971 is for Oxbow) covering the construction and operation of the Fifth Unit at Brownlee Dam, which amendment conforms to the application filed herein.

8.

By order issued January 17, 1977, the Federal Energy Regulatory Commission (formerly Federal Power Commission) issued an amendment to the license for Project No. ~~1971~~ 2133 covering the modification of the tailrace for the Fifth Unit, which amendment conforms to the application filed herein.

9.

Licenses for the initial phase of the Brownlee Project, together with license amendments covering the construction and operation of the Fifth Unit, contain conditions in the public interest which provide for the public safety in the design, construction, and operation of the project facilities, and which further provide for protection of water quality; conservation of the fishery resource; protection of potential future consumptive uses; public access to and recreational use of the project facilities; operation of the project facilities in the interests of flood control and navigation; and coordination of project operations with the Northwest Power Pool.

10.

The Water Resources Director finds that the waivers of provisions of ORS Chapter 543, the Hydroelectric Act, included in Article 11 of License No. 188 should not be altered and shall apply to and be incorporated by reference in this amendment.

11.

The Water Resources Director finds that no competing application for this development has been filed by any other party.

12.

The Licensee on the 9th day of January, 1981, accepted in writing all terms and conditions of this amendment.

O R D E R

NOW, THEREFORE, it is hereby ORDERED that the license for Project No. 188 is amended as follows:

1.

Idaho Power Company, hereinafter referred to as Licensee, is hereby authorized to install and operate the Fifth Unit at Brownlee Dam. All provisions of the license for Project No. 188 shall be in full force and effect for this amendment except as specifically modified herein.

2.

Article 2 is amended to read as follows:

(b) Power Plant

The powerhouse is located on the right bank of the Snake River at the end of Brownlee Dam. The initial development consists of four turbines, each rated at 142,000 horsepower at 235 foot head, and each driving a 90,100 kw generator. The final development consists of the Fifth Unit, a single turbine rated at 322,000 horsepower at 250 foot head, driving a 225,000 kw generator. The combined turbine hydraulic capacity is 35,000 cubic feet per second with a maximum gross head of 277 feet, for the development of 1,101,704 theoretical horsepower.

3.

Article 8 is amended to read as follows:

ARTICLE 8. Water Right Granted This license grants the Licensee the right to use 35,000 cubic feet per second of the waters of the Snake River for the development of hydroelectric power at the Brownlee Project, and to store 1,500,000 acre feet of which 1,000,000 acre feet are usable, of the waters of the Snake River in Brownlee Reservoir to elevation 2077 m.s.l., and to use the impounded water as needed for the operation of the Licensee's hydroelectric project. The date of

priority of this appropriation of water is May 20, 1953 for 24,500 cubic feet per second and stored water, and May 30, 1980 for 10,500 cubic feet per second.

The water right granted under this license shall be subject and inferior in point of right of use to any permits granted by the State of Oregon to use of the waters of the Snake River and its tributaries for domestic, municipal, irrigation or any other beneficial consumptive uses.

4.

Article 10 is amended to read as follows:

ARTICLE 10 Annual License Fee In view of the interstate location of this project the annual license fee is computed on 17,500 cubic feet per second of water, which is one-half of the total quantity of water to be used by this project.

An annual license fee of $82,627.80 shall be paid by the Licensee on or before January 1 of each calendar years 1981 to 2010, inclusive, being 15 cents per theoretical horsepower for 550,852 theoretical horsepower (one-half of the total horsepower authorized herein for Project No. 188).

5.

It is further ORDERED that the Licensee shall file with the Water Resources Director two copies of the as-built drawings and specifications for the additional facilities authorized under this amendment.

IN WITNESS WHEREOF, the Director of the Water Resources Department has signed his name hereto this 20th day of January, 1981.

James E. Sexson

James E. Sexson, Director

IN TESTIMONY OF ACCEPTANCE of all the terms and conditions of this Order amending the license for Project No. 188, the Licensee, this 9th day of January, 1981, has caused its corporate name to be signed by JAMES E BRUCE, its President and its corporate seal to be fixed hereto and attested by PAUL L JAUREGUI, its Secretary, pursuant to the resolution of its Board of Directors, duly adopted on the 8th day of January, 1981, a certified copy of the record of which is attached hereto.

IDAHO POWER COMPANY

By James E Bruce
President

SEAL

Attest: Paul L Jauregui
Secretary

STATE OF IDAHO)
) ss
COUNTY OF ADA)

I, PAUL L JAUREGUI, Secretary of Idaho Power Company, do hereby certify that the following constitutes a full, true and correct copy of the resolution adopted at a meeting of the Board of Directors of Idaho Power Company held January 8, 1981, relating to the Order Amending License for Hydroelectric Project No 188, Brownlee Project.

IN WITNESS WHEREOF, I have hereunto affixed the seal of Idaho Power Company this 9th day of January, 1981.

/s/ Paul L Jauregui
Secretary.

(CORPORATE SEAL)

RESOLVED, That the officers of the Company be, and they hereby are authorized to acknowledge, accept and execute on behalf of the Company the Order Amending License issued by the Water Resources Director of Oregon, Marion County, for Hydroelectric Project No 188, Brownlee Project, which Order authorizes the installation of the Brownlee Fifth Unit and grants the right to use additional waters from the Snake River for development of hydroelectric power.

BROWNLEE PROJECT owned by Idaho Power Co. and located 25 miles northwest of the town of Cambridge in Sec. 2, T. 17 N., R. 5 W., B.M. The project is on the Idaho-Oregon border with the powerhouse in Idaho. Oregon licensed 35,000 cfs.[1]

Water Right No.	Water Right and Date	Priority Date	Flow in cfs	Subordination Permit License/Decree
03-02023	Permitted on 4-02-1953 Licensed on 7-29-1959	10-17-1952	20,000	Yes No[2]
03-02024	Permitted on 3-27-1964 Licensed on 12-07-1965	2-11-1964	10,000	No Yes
03-07018	Permitted on 1-29-1976 Field exam received on 10-08-1985	12-24-1975	5,000	Yes
Subtotal of non-subordinated water rights Total			none[2] 35,000 cfs	

[1] Oregon license 188 from the Hydroelectric Commission of Oregon (Oregon Water Resource Department) has a priority of 5-20-1953 for 24,500 cfs and 1,500,000 ac-ft total storage and 1,000,000 ac-ft active storage which was approved with subordination conditions for State of Oregon permits (article 8) on 6-16-1961 for 50 years until 12-31-2010. An amendment for 10,500 cfs with a priority of 5-30-1980 was dated 1-20-1981 . The annual license fee of $0.15 per horsepower ($0.2011 per Kw) times the amended 550,852 hp (one-half the design horsepower because of also using water from Idaho) equals $82,628 with no annual escalation (article 10). (See our file 03-02023 for a copy of the license and amendment.)

[2] A license cannot give a greater amount of rights than is provided in a permit; therefore, the license in reality becomes subordinated. Also see Idaho Power Co v. State (104 Idaho 575, 588): "There can be no doubt from this history that the officials of the State of Idaho intended and believed that Idaho Power's water rights at Hells Canyon were subordinated."

OXBOW PROJECT owned by Idaho Power Co. and located 35 miles northwest of the town of Cambridge in Sec. 21, R. 19 N., R. 4 W., B.M. The project is on the Idaho-Oregon border with the powerhouse in Oregon. Oregon licensed 26,500 cfs.[1]

Water Right No.	Water Right and Date	Priority Date	Flow in cfs	Subordination Permit License/Decree
03-02019	Permitted on 10-23-1951[2] Licensed on 3-27-1962	6-19-1947	16,000	Yes[2] No[3]
03-02025	Permitted on 3-27-1964 Licensed on 12-07-1965	2-11-1964	14,000	No Yes
Subtotal of non-subordinated water rights Total			none[3] 30,000 cfs	

[1] Oregon license 161 from the State Engineer of Oregon (Oregon Water Resource Department) has a priority of 6-23-1947 for 16,000 cfs, 12-20-1955, for 8,500 cfs, and 12-04-1961 for 2,000 cfs which were approved with subordination conditions for State of Oregon permits (article 8) on 12-19-1961 for 50 years until 12-19-2011. The annual license fee of $0.15 per horsepower ($0.2011 per Kw) times 183,693 hp (one-half the design horsepower because of also using water from Idaho) equals $27,554 in 1961 with no annual escalation (article 10). A previous State of Oregon claim for 8,000 cfs dated 11-03-1906 was filed on 11-23-1906. (See our file 03-02019 for a copy of the license.)

[2] The permit was approved on 10-23-1951; however, a letter dated 3-14-1952 from Idaho Power Co. to Governor Len Jordan authorized an amendment of the license to add the subordination condition.

[3] See the footnote for the Brownlee Project.

HELLS CANYON PROJECT owned by Idaho Power Co. and located 55 miles northwest of the town of Cambridge in Sec. 15, T. 22 N., R. 3 W. B.M. The project is on the Idaho-Oregon border with the powerhouse in Oregon. Oregon licensed 27,000 cfs.[1]

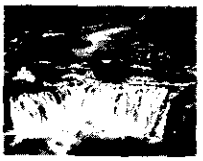
Water Right No.	Water Right and Date	Priority Date	Flow in cfs	Subordination Permit	Subordination License/Decree
03-02017	Permitted on 7-17-1964[2] Licensed on 10-21-1970	5-29-1964	9,000	Yes	No[3]
03-02020	Permitted on 8-24-1953 Licensed on 10-21-1970	5-18-1953	21,000	Yes	No[3]
Subtotal of non-subordinated water rights Total			none[3] 30,000 cfs		

[1] Oregon license 189 from the State Engineer of Oregon (Oregon Water Resource Department) has a priority of 5-20-1953 which was approved with subordination conditions for State of Oregon permits (article 8) on 4-22-1968 for 50 years until 12-31-2017. The annual license fee of $0.15 per horsepower ($0.2011 per Kw) times 322,159 hp (one-half the design horsepower because of also using water from Idaho) equals $48,324 in 1968 with no annual escalation (article 10). (See our file 03-02020 for a copy of the license.)

[2] Water right permits approved from May 30, 1946 at Lower Salmon Falls through this date of 7-17-1964 were signed by the Governor.

[3] See the footnote for the Brownlee Project.

SNAKE RIVER



HYDRO POWER

IDAHO POWER COMPANY

BOX 770 • BOISE, IDAHO

November 22, 1961

A. C. INMAN
Vice President and Secretary

State Reclamation Engineer
State Capitol Building
Boise, Idaho

Dear Sir:

Pursuant to the provisions of Section 42-207, Idaho Code, I am enclosing herewith for filing in your office a copy of this Company's Fourteenth Supplemental Indenture, dated as of November 1, 1961, under our Mortgage and Deed of Trust dated as of October 1, 1937, made by the Company to Bankers Trust Company and J C Kennedy (successor to R G Page), as Trustees. Previously we filed with you, on May 17, 1947, copies of our Mortgage and Deed of Trust and First, Second and Third Supplemental Indentures thereto; on May 24, 1948, a copy of our Fourth Supplemental Indenture thereto; on November 28, 1949, a copy of our Fifth Supplemental Indenture thereto; on November 7, 1951, a copy of our Sixth Supplemental Indenture thereto; on February 8, 1957, a copy of our Seventh Supplemental Indenture thereto; on August 15, 1957, a copy of our Eighth Supplemental Indenture thereto; on January 3, 1958, a copy of our Ninth Supplemental Indenture thereto; on April 21, 1958, a copy of our Tenth Supplemental Indenture thereto; on October 28, 1958, a copy of our Eleventh Supplemental Indenture thereto; on May 29, 1959, a copy of our Twelfth Supplemental Indenture thereto; and on December 9, 1960, a copy of our Thirteenth Supplemental Indenture thereto.

Very truly yours,

A C Inman
Secretary

ACI:mlm

23925

Encl

cc: Bankers Trust Company
Hawley & Hawley

[CONFORMED COPY]

IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

J. C. KENNEDY,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Fourteenth Supplemental Indenture

Dated as of November 1, 1961.

23925

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

J. B. PETTERSON, being first duly sworn, upon oath, deposes and says:

That he is an officer, to-wit, ASSISTANT SECRETARY of Bankers Trust Company, a corporation; that the printed Fourteenth Supplemental Indenture, dated as of November 1, 1961, by Idaho Power Company to Bankers Trust Company and J C Kennedy, as Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937, to which this affidavit is attached, is a full, true and correct copy of the original Fourteenth Supplemental Indenture aforesaid.

Dated at New York City, New York, this 16th day of NOVEMBER, 1961.

J. B. Petterson

Subscribed and sworn to before me this 16th day of NOVEMBER, 1961.

(NOTARIAL SEAL)

Notary Public

JEFFRY H. KITTROSS
NOTARY PUBLIC, State of New York
No. 31-7284975
Qualified in New York County
Commission Expires March 30, 1962

23925

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* This table of contents shall not have any bearing upon the interpretation of this Supplemental Indenture.

SUPPLEMENTAL INDENTURE, dated as of the 1st day of November, 1961, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and J. C. Kennedy of 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the "Individual Trustee"), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture dated as of July 1, 1939, a Second Supplemental Indenture dated as of November 15, 1943, a Third Supplemental Indenture dated as of February 1, 1947, a Fourth Supplemental Indenture dated as of May 1, 1948, a Fifth Supplemental Indenture dated as of November 1, 1949, a Sixth Supplemental Indenture dated as of October 1, 1951, a Seventh Supplemental Indenture dated as of January 1, 1957, an Eighth Supplemental Indenture dated as of July 15, 1957, a Ninth Supplemental Indenture dated as of November 15, 1957, a Tenth Supplemental Indenture dated as of April 1, 1958, an Eleventh Supplemental Indenture dated as of October 15, 1958, a Twelfth Supplemental Indenture dated as of May 15, 1959, and a Thirteenth Supplemental Indenture dated as of November 15, 1960, each supplemental to the Original Indenture, have heretofore been entered into between the Company and the

Trustees (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

WHEREAS, the Original Indenture and said Supplemental Indentures have each been recorded in the records of the County of Elko, Nevada; the counties of Baker, Harney, Malheur, Union and Wallowa, Oregon; and the counties of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Camas, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, Bonds have heretofore been issued, under and in accordance with the terms of the Indenture, in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3¾% Series due 1967", all of which have been paid; and in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3⅛% Series due 1973", in the aggregate principal amount of Five Million Dollars ($5,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1977", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 3% Series due 1978", in the aggregate principal amount of Twelve Million Dollars ($12,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1979", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 3¼% Series due 1981", in the aggregate principal amount of Twenty Million Dollars ($20,000,000) of a series designated "First Mortgage Bonds, 4½% Series due 1987", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 4¾% Series due 1987", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 4% Series due April 1988", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 4½% Series due October 1988", in the aggregate principal amount of Fifteen Million

Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 5% Series due 1989", and in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 4⅞% Series due 1990", all of which are outstanding at the date hereof; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly determined to make, execute and deliver to the Trustees this Fourteenth Supplemental Indenture for the purposes herein provided, including the issuance of a thirteenth series of Bonds under the Indenture, in the aggregate principal amount of Ten Million Dollars ($10,000,000), to be designated as "First Mortgage Bonds, 4½% Series due 1991" (herein called the "4½% Bonds of 1991 Series"); and

WHEREAS, it is now desired, for the purpose of more effectually carrying out the purposes of the Original Indenture, to confirm specifically the subjection to the lien thereof of certain property acquired by the Company in addition to the property specifically described in the Original Indenture and in said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Ninth, Tenth, Eleventh, Twelfth and Thirteenth Supplemental Indentures; and

WHEREAS, all things necessary to make said 4½% Bonds of 1991 Series, when duly authenticated by the Corporate Trustee and issued by the Company, valid and legally binding obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid and legally binding instrument for the security thereof, have been performed, and the execution and delivery of this Fourteenth Supplemental Indenture and the issue of said Bonds as in this Fourteenth Supplemental Indenture provided have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment

both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has duly executed and delivered to the Trustee this Fourteenth Supplemental Indenture and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto J. C. Kennedy and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees as aforesaid, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the following described properties, rights and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The Lemhi Tap, a transmission line extending from a point on the Bannack-Salmon transmission line in Lemhi County, Idaho in a southerly direction to the Lemhi substation in Lemhi County, Idaho.

2. A transmission line extending from the McCall substation in Valley County, Idaho in a westerly direction to the New Meadows substation in Adams County, Idaho.

3. An additional transmission line beginning at the Shoshone Falls power plant in Jerome County, Idaho and extending in a northerly direction to the Jerome Junction transmission station in Jerome County, Idaho.

4. A transmission line extending from the Milner substation in Cassia County, Idaho in a southerly direction to the Buckhorn substation in Cassia County, Idaho.

5. The Morgan's Pasture Tap, a transmission line extending from a point on the Hulen Tap line in Bingham County, Idaho in a northerly direction to the Morgan's Pasture substation in Bingham County, Idaho.

6. Those certain substations, transformer stations and equipment as now installed at the following locations: The Morgan's Pasture

substation in Bingham County, Idaho; The Buckhorn substation in Cassia County, Idaho; and the Lemhi substation in Lemhi County, Idaho.

7. All franchises, grants, rights of way, easements, licenses, certificates, and other rights under which the Company's property, plants, lines and systems are or may be operated, including, but not limited to, the following:

(a) Franchise granted by the City of Jerome, Jerome County, Idaho, Ordinance No. 353 on September 20, 1960, expires September 20, 2010.

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is not intended herein or hereby to include in or subject to the lien of the Indenture, and the granting clauses hereof shall not be deemed to apply to, (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of the Indenture shall have occurred and be continuing and either or both of the Trustees, or a receiver or trustee, shall have entered upon or taken possession of the mortgaged and pledged property, or (2) in any case, unless specifically subjected to the lien thereof, any bonds, notes, evidences of indebtedness, shares of stock, or

other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of the Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever;

IN TRUST, NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Original Indenture, as amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth and Thirteenth Supplemental Indentures and this Fourteenth Supplemental Indenture.

And it is hereby covenanted, declared and decreed by and between the parties hereto, for the benefit of those who shall hold the Bonds and interest coupons, or any of them, issued and to be issued under the Indenture, as follows:

ARTICLE I.

Description of 4½% Bonds of 1991 Series.

SECTION 1. The thirteenth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be 4½% Bonds of 1991 Series, designated as "First Mortgage Bonds, 4½% Series due 1991" of the Company. The 4½% Bonds of 1991 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, except in so far as the terms and provisions of the

Original Indenture have been or are amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth and Thirteenth Supplemental Indentures or by this Fourteenth Supplemental Indenture. 4½% Bonds of the 1991 Series shall mature on November 1, 1991 and shall be issued as coupon Bonds in the denomination of $1,000, registerable as to principal, and as fully registered Bonds in denominations of $1,000 and in any multiple thereof; they shall bear interest, payable semi-annually on May 1 and November 1 of each year, at the rate of Four and one-half per centum (4½%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the 4½% Bonds of 1991 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon 4½% Bonds of 1991 Series shall be dated as of November 1, 1961 and fully registered 4½% Bonds of 1991 Series shall be dated as in Section 10 of the Original Indenture provided.

The 4½% Bonds of 1991 Series, in definitive form, shall be, at the option of the Company, fully engraved or shall be lithographed or printed on steel engraved borders or shall be partially lithographed or printed and partially engraved on steel engraved borders.

4½% Bonds of 1991 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to

the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

106.50%		to	and	including	October	31,	1962;
106.50%	thereafter,	"	"	"	"	"	1963;
106.50%	thereafter,	"	"	"	"	"	1964;
106.50%	thereafter,	"	"	"	"	"	1965;
106.50%	thereafter,	"	"	"	"	"	1966;
104.14%	thereafter,	"	"	"	"	"	1967;
103.97%	thereafter,	"	"	"	"	"	1968;
103.80%	thereafter,	"	"	"	"	"	1969;
103.63%	thereafter,	"	"	"	"	"	1970;
103.45%	thereafter,	"	"	"	"	"	1971;
103.28%	thereafter,	"	"	"	"	"	1972;
103.11%	thereafter,	"	"	"	"	"	1973;
102.94%	thereafter,	"	"	"	"	"	1974;
102.76%	thereafter,	"	"	"	"	"	1975;
102.59%	thereafter,	"	"	"	"	"	1976;
102.42%	thereafter,	"	"	"	"	"	1977;
102.25%	thereafter,	"	"	"	"	"	1978;
102.07%	thereafter,	"	"	"	"	"	1979;
101.90%	thereafter,	"	"	"	"	"	1980;
101.73%	thereafter,	"	"	"	"	"	1981;
101.56%	thereafter,	"	"	"	"	"	1982;
101.38%	thereafter,	"	"	"	"	"	1983;
101.21%	thereafter,	"	"	"	"	"	1984;
101.04%	thereafter,	"	"	"	"	"	1985;
100.87%	thereafter,	"	"	"	"	"	1986;
100.69%	thereafter,	"	"	"	"	"	1987;
100.52%	thereafter,	"	"	"	"	"	1988;
100.35%	thereafter,	"	"	"	"	"	1989;
100.18%	thereafter,	"	"	"	"	"	1990; and
100.00%	thereafter,	to	maturity;				

or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and provided that the

date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

100.66%		to	and	including	October	31,	1962;
100.65%	thereafter,	"	"	"	"	"	1963;
100.64%	thereafter,	"	"	"	"	"	1964;
100.63%	thereafter,	"	"	"	"	"	1965;
100.62%	thereafter,	"	"	"	"	"	1966;
100.60%	thereafter,	"	"	"	"	"	1967;
100.59%	thereafter,	"	"	"	"	"	1968;
100.58%	thereafter,	"	"	"	"	"	1969;
100.56%	thereafter,	"	"	"	"	"	1970;
100.55%	thereafter,	"	"	"	"	"	1971;
100.53%	thereafter,	"	"	"	"	"	1972;
100.51%	thereafter,	"	"	"	"	"	1973;
100.50%	thereafter,	"	"	"	"	"	1974;
100.48%	thereafter,	"	"	"	"	"	1975;
100.46%	thereafter,	"	"	"	"	"	1976;
100.44%	thereafter,	"	"	"	"	"	1977;
100.42%	thereafter,	"	"	"	"	"	1978;
100.40%	thereafter,	"	"	"	"	"	1979;
100.37%	thereafter,	"	"	"	"	"	1980;
100.35%	thereafter,	"	"	"	"	"	1981;
100.32%	thereafter,	"	"	"	"	"	1982;
100.30%	thereafter,	"	"	"	"	"	1983;
100.27%	thereafter,	"	"	"	"	"	1984;
100.24%	thereafter,	"	"	"	"	"	1985;
100.21%	thereafter,	"	"	"	"	"	1986;
100.18%	thereafter,	"	"	"	"	"	1987;
100.15%	thereafter,	"	"	"	"	"	1988;
100.12%	thereafter,	"	"	"	"	"	1989;
100.08%	thereafter,	"	"	"	"	"	1990; and
100.00%	thereafter,	to	maturity.				

If all the 4½% Bonds of 1991 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication

of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon 4½% Bonds of 1991 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered 4½% Bonds of 1991 Series, upon surrender thereof for cancellation at said office or agency of the Company together with a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered Bonds of the same series of other authorized denominations. 4½% Bonds of 1991 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon 4½% Bonds of 1991 Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the regis-

tered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered 4½% Bonds of 1991 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon 4½% Bonds of 1991 Series, the coupons to be attached thereto, and the fully registered 4½% Bonds of 1991 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until 4½% Bonds of 1991 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Corporate Trustee shall authenticate and deliver, in lieu thereof, 4½% Bonds of 1991 Series in temporary form, as provided in Section 15 of the Original Indenture.

ARTICLE II.

Issue of 4½% Bonds of 1991 Series.

SECTION 5. 4½% Bonds of 1991 Series for the aggregate principal amount of Ten Million Dollars ($10,000,000) may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice President and its Treasurer or an Assistant Treasurer, pursuant to and upon compliance with the provisions of Article V, Article VI or Article VII of the Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 6. That all the terms, conditions, provisos, covenants and provisions contained in the Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes of the Indenture) the Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

SECTION 7. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien thereof; that it had or has, at the respective times of execution and delivery of the Original Indenture, the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth and Thirteenth Supplemental Indentures and this Fourteenth Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the 4½% Bonds of 1991 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 8. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1961, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

ARTICLE IV.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented by this Fourteenth Supplemental Indenture, and in this Fourteenth Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourteenth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE V.

Miscellaneous Provisions.

All terms contained in this Fourteenth Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or a Vice President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice President and its corporate seal to be attested by an Assistant Secretary, and J. C. KENNEDY, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, each on the date hereinafter acknowledged, as of the day and year first above written.

IDAHO POWER COMPANY

By J. H. ROGERS

J. H. ROGERS, *Vice President*

[SEAL]

Attest:

A. C. INMAN

A. C. INMAN, *Secretary*

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

J. R. WATSON

J. R. WATSON

S. A. SMITH

S. A. SMITH

23925

BANKERS TRUST COMPANY

By G. R. INCE
G. R. INCE, *Vice President*

Attest:

[SEAL]

J. B. PETTERSON
J. B. PETTERSON,
Assistant Secretary

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

J. R. WATSON
J. R. WATSON

S. A. SMITH
S. A. SMITH

J. C. KENNEDY (L. S.)
J. C. KENNEDY

Executed, sealed and delivered by J. C. KENNEDY, in the presence of:

J. R. WATSON
J. R. WATSON

S. A. SMITH
S. A. SMITH

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

On the 6th day of November, in the year 1961, before me personally came J. H. ROGERS, to me known, who, being by me duly sworn, did depose and say that he resides at 2501 Bannock Street, Boise, Idaho; that he is a Vice President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said J. H. ROGERS, having personally appeared and known to me to be a Vice President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

JEFFRY H. KITTROSS

[NOTARIAL SEAL]

JEFFRY H. KITTROSS
Notary Public, State of New York
No. 31-7284975
Qualified in New York County
Commission Expires March 30, 1962

23925

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

On the 6th day of November, in the year 1961, before me personally came G. R. INCE, to me known, who, being by me duly sworn, did depose and say that he resides at 115 Sackville Road, Garden City, New York; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said G. R. INCE, having personally appeared and known to me to be a Vice President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

JEFFRY H. KITTROSS

[NOTARIAL SEAL]

JEFFRY H. KITTROSS
Notary Public, State of New York
No. 31-7284975
Qualified in New York County
Commission Expires March 30, 1962

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

On the 6th day of November, in the year 1961, before me, JEFFRY H. KITTROSS, a Notary Public in and for the State of New York in the County of New York, personally appeared and came J. C. KENNEDY, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

JEFFRY H. KITTROSS

[NOTARIAL SEAL]

JEFFRY H. KITTROSS
Notary Public, State of New York
No. 31-7284975
Qualified in New York County
Commission Expires March 30, 1962

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

J. H. ROGERS, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

J. H. ROGERS

J. H. ROGERS

Subscribed and sworn to before me }
this 6th day of November, 1961. }

JEFFRY H. KITTROSS

JEFFRY H. KITTROSS
Notary Public, State of New York
No. 31-7284975
Qualified in New York County
Commission Expires March 30, 1962

[NOTARIAL SEAL]

23925

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

G. R. INCE, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

G. R. INCE

G. R. INCE

Subscribed and sworn to before me
this 6th day of November, 1961.

JEFFRY H. KITTROSS

JEFFRY H. KITTROSS
Notary Public, State of New York
No. 31-7284975
Qualified in New York County
Commission Expires March 30, 1962

[NOTARIAL SEAL]

23925

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

J. C. KENNEDY, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

J. C. KENNEDY

J. C. KENNEDY

Subscribed and sworn to before me this 6th day of November, 1961.

JEFFRY H. KITTROSS

JEFFRY H. KITTROSS
Notary Public, State of New York
No. 31-7284975
Qualified in New York County
Commission Expires March 30, 1962

[NOTARIAL SEAL]

23925

IDAHO POWER COMPANY

BOISE, IDAHO

December 9, 1960

RECEIVED
DEC 1 21960
Department of Reclamation

State Reclamation Engineer
State Capitol Building
Boise, Idaho

Dear Sir:

Pursuant to the provisions of Section 42-207, Idaho Code, I am enclosing herewith for filing in your office a copy of this Company's Thirteenth Supplemental Indenture, dated as of November 15, 1960, under our Mortgage and Deed of Trust dated as of October 1, 1937, made by the Company to Bankers Trust Company and J C Kennedy (successor to R G Page), as Trustees. Previously we filed with you, on May 17, 1947, copies of our Mortgage and Deed of Trust and First, Second and Third Supplemental Indentures thereto; on May 24, 1948, a copy of our Fourth Supplemental Indenture thereto; on November 28, 1949, a copy of our Fifth Supplemental Indenture thereto; on November 7, 1951, a copy of our Sixth Supplemental Indenture thereto; on February 8, 1957, a copy of our Seventh Supplemental Indenture thereto; on August 15, 1957, a copy of our Eighth Supplemental Indenture thereto; on January 3, 1958, a copy of our Ninth Supplemental Indenture thereto; on April 21, 1958, a copy of our Tenth Supplemental Indenture thereto; on October 28, 1958, a copy of our Eleventh Supplemental Indenture thereto; and on May 29, 1959, a copy of our Twelfth Supplemental Indenture thereto.

Very truly yours,

A. C. Inman

A C Inman
Secretary

Filed pursuant to 42-207 Idaho Code.

ACI:mlm

Encl

cc: Bankers Trust Company
Hawley & Hawley

23925

[CONFORMED COPY]

IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

J. C. KENNEDY,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Thirteenth Supplemental Indenture

Dated as of November 15, 1960.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

23925

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

Wm. H. Deale, being first duly sworn, upon oath, deposes and says:

That he is an officer, to-wit, Assistant Vice President of Bankers Trust Company, a corporation; that the printed Thirteenth Supplemental Indenture, dated as of November 15, 1960, by Idaho Power Company to Bankers Trust Company and J C Kennedy, as Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937, to which this affidavit is attached, is a full, true and correct copy of the original Thirteenth Supplemental Indenture aforesaid.

Dated at New York City, New York, this 6th day of December, 1960.

Wm. H. Deale

Subscribed and sworn to before me this 6th day of December, 1960.

Wayne Vrooman
Notary Public

(NOTARIAL SEAL)

WAYNE VROOMAN
NOTARY PUBLIC, State of New York
No. 31-9486775
Qualified in New York County
Commission Expires March 30, 1962

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* This table of contents shall not have any bearing upon the interpretation of this Supplemental Indenture.

SUPPLEMENTAL INDENTURE, dated as of the 15th day of November, 1960, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and J. C. Kennedy of 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the "Individual Trustee"), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture dated as of July 1, 1939, a Second Supplemental Indenture dated as of November 15, 1943, a Third Supplemental Indenture dated as of February 1, 1947, a Fourth Supplemental Indenture dated as of May 1, 1948, a Fifth Supplemental Indenture dated as of November 1, 1949, a Sixth Supplemental Indenture dated as of October 1, 1951, a Seventh Supplemental Indenture dated as of January 1, 1957, an Eighth Supplemental Indenture dated as of July 15, 1957, a Ninth Supplemental Indenture dated as of November 15, 1957, a Tenth Supplemental Indenture dated as of April 1, 1958, an Eleventh Supplemental Indenture dated as of October 15, 1958, and a Twelfth Supplemental Indenture dated as of May 15, 1959, each supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustees (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

WHEREAS, the Original Indenture and said Supplemental Indentures have each been recorded in the records of the County of Elko, Nevada; the counties of Baker, Harney, Malheur, Union and Wallowa, Oregon; and the counties of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Camas, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, Bonds have heretofore been issued, under and in accordance with the terms of the Indenture, in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3¾% Series due 1967", all of which have been paid; and in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3⅛% Series due 1973", in the aggregate principal amount of Five Million Dollars ($5,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1977", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 3% Series due 1978", in the aggregate principal amount of Twelve Million Dollars ($12,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1979", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 3¼% Series due 1981", in the aggregate principal amount of Twenty Million Dollars ($20,000,000) of a series designated "First Mortgage Bonds, 4½% Series due 1987", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 4¾% Series due 1987", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 4% Series due April 1988", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 4½% Series due October 1988", and in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 5% Series due 1989", all of which are outstanding at the date hereof; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly determined to make, execute and deliver to the Trustees this Thirteenth Supplemental Indenture for the purposes herein provided, including the issuance of a twelfth series of Bonds under the Indenture, in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), to be designated as "First Mortgage Bonds, 4⅞ % Series due 1990" (herein called the "4⅞ % Bonds of 1990 Series"); and

WHEREAS, it is now desired, for the purpose of more effectually carrying out the purposes of the Original Indenture, to confirm specifically the subjection to the lien thereof of certain property acquired by the Company in addition to the property specifically described in the Original Indenture and in said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Ninth, Tenth, Eleventh and Twelfth Supplemental Indentures; and

WHEREAS, all things necessary to make said 4⅞ % Bonds of 1990 Series, when duly authenticated by the Corporate Trustee and issued by the Company, valid and legally binding obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid and legally binding instrument for the security thereof, have been performed, and the execution and delivery of this Thirteenth Supplemental Indenture and the issue of said Bonds as in this Thirteenth Supplemental Indenture provided have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has duly executed and delivered to the Trustees this Thirteenth Supplemental Indenture and has granted, bargained,

sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto J. C. Kennedy and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees as aforesaid, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the following described properties, rights and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The Oxbow-Pallette Junction-Divide transmission line extending from the Oxbow hydroelectric development in Baker County, Oregon, in a northerly direction through Adams County, Idaho, thence through Baker and Wallowa Counties, Oregon, to a point of interconnection with Washington Water Power Company at the confluence of Divide Creek and Snake River in Idaho County, Idaho.

2. The Perrine Tap, a transmission line extending from a point on the Shoshone Falls-Jerome Junction—Shoshone City transmission line in Jerome County, Idaho, in an easterly direction to the Perrine substation in Jerome County, Idaho.

3. The Upper Salmon-Wells transmission line extending from the Upper Salmon power plant in Twin Falls County, Idaho, in a southerly direction through Twin Falls County, Idaho, and Elko County, Nevada, to the Wells substation in Elko County, Nevada.

4. The Border Tap, a transmission line extending from a point on the Upper Salmon-Wells transmission line in Twin Falls County, Idaho, in an easterly direction to the Border substation in Twin Falls County, Idaho.

5. The State Tap, a transmission line extending from a point on the Boise-Caldwell transmission line in Ada County, Idaho, in a northerly direction to the State substation in Ada County, Idaho.

6. The Elmore Tap, a transmission line extending from a point on the Upper Salmon-Caldwell transmission line in Elmore County,

Idaho, in a southerly direction to the Elmore switching station in Elmore County, Idaho.

7. A certain transmission station known as the Elmore switching station in Elmore County, Idaho.

8. A certain transmission station known as the Wells substation in Elko County, Nevada.

9. Those certain substations, transformer stations and equipment as now installed at the following locations: The State substation in Ada County, Idaho; The Perrine substation in Jerome County, Idaho; The Border substation in Twin Falls County, Idaho; The Pallette substation in Wallowa County, Oregon.

10. All franchises, grants, rights of way, easements, licenses, certificates, and other rights under which the Company's property, plants, lines and systems are or may be operated, including, but not limited to, the following:

(a) Franchise granted by the City of New Plymouth, Payette County, Idaho, Ordinance No. 73, on June 1, 1959, expires June 1, 2009.

(b) Franchise granted by the City of Blackfoot, Bingham County, Idaho, Ordinance No. 529, on January 5, 1960, expires 50 years from date of passage (January 5, 2010).

(c) Franchises in certain portions of Elko County, Nevada, granted by Elko County, Nevada on June 5, 1958 and expiring April 30, 1983; and granted on July 6, 1960, and expiring June 30, 1985.

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever,

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

It is not intended herein or hereby to include in or subject to the lien of the Indenture, and the granting clauses hereof shall not be deemed to apply to, (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of the Indenture shall have occurred and be continuing and either or both of the Trustees, or a receiver or trustee, shall have entered upon or taken possession of the mortgaged and pledged property, or (2) in any case, unless specifically subjected to the lien thereof, any bonds, notes, evidences of indebtedness, shares of stock, or other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of the Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever;

IN TRUST, NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Original Indenture, as amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth Supplemental Indentures and this Thirteenth Supplemental Indenture.

And it is hereby covenanted, declared and decreed by and between the parties hereto, for the benefit of those who shall hold the Bonds and interest coupons, or any of them, issued and to be issued under the Indenture, as follows:

ARTICLE I.

Description of 4⅞% Bonds of 1990 Series.

SECTION 1. The twelfth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be 4⅞% Bonds of 1990 Series, designated as "First Mortgage Bonds, 4⅞% Series due 1990" of the Company. The 4⅞% Bonds of 1990 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, except in so far as the terms and provisions of the Original Indenture have been or are amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh and Twelfth Supplemental Indentures or by this Thirteenth Supplemental Indenture. 4⅞% Bonds of the 1990 Series shall mature on November 15, 1990 and shall be issued as coupon Bonds in the denomination of $1,000, registerable as to principal, and as fully registered Bonds in denominations of $1,000 and in any multiple thereof; they shall bear interest, payable semi-annually on May 15 and November 15 of each year, at the rate of 4⅞ per centum (4⅞%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the 4⅞% Bonds of 1990 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon 4⅞% Bonds of 1990 Series shall be dated as of November 15, 1960 and fully registered 4⅞% Bonds of 1990 Series shall be dated as in Section 10 of the Original Indenture provided.

The 4⅞% Bonds of 1990 Series, in definitive form, shall be, at the option of the Company, fully engraved or shall be lithographed or printed on steel engraved borders or shall be partially lithographed or printed and partially engraved on steel engraved borders.

4⅞% Bonds of 1990 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

107.88%		to	and	including	November	14,	1961;
107.88%	thereafter,	"	"	"	"	"	1962;
107.88%	thereafter,	"	"	"	"	"	1963;
107.88%	thereafter,	"	"	"	"	"	1964;
107.88%	thereafter,	"	"	"	"	"	1965;
105.28%	thereafter,	"	"	"	"	"	1966;
105.06%	thereafter,	"	"	"	"	"	1967;
104.84%	thereafter,	"	"	"	"	"	1968;
104.62%	thereafter,	"	"	"	"	"	1969;
104.40%	thereafter,	"	"	"	"	"	1970;
104.18%	thereafter,	"	"	"	"	"	1971;
103.96%	thereafter,	"	"	"	"	"	1972;
103.74%	thereafter,	"	"	"	"	"	1973;
103.52%	thereafter,	"	"	"	"	"	1974;
103.30%	thereafter,	"	"	"	"	"	1975;
103.08%	thereafter,	"	"	"	"	"	1976;
102.86%	thereafter,	"	"	"	"	"	1977;
102.64%	thereafter,	"	"	"	"	"	1978;
102.42%	thereafter,	"	"	"	"	"	1979;
102.20%	thereafter,	"	"	"	"	"	1980;
101.98%	thereafter,	"	"	"	"	"	1981;
101.76%	thereafter,	"	"	"	"	"	1982;
101.54%	thereafter,	"	"	"	"	"	1983;

101.32%	thereafter,	to	and	including	November	14,	1984;	
101.10%	thereafter,	"	"	"	"	"	1985;	
100.88%	thereafter,	"	"	"	"	"	1986;	
100.66%	thereafter,	"	"	"	"	"	1987;	
100.44%	thereafter,	"	"	"	"	"	1988;	
100.22%	thereafter,	"	"	"	"	"	1989;	and
100.00%	thereafter,	to	maturity;					

or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and provided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

101.50%		to	and	including	November	14,	1961;
101.49%	thereafter,	"	"	"	"	"	1962;
101.46%	thereafter,	"	"	"	"	"	1963;
101.44%	thereafter,	"	"	"	"	"	1964;
101.41%	thereafter,	"	"	"	"	"	1965;
101.38%	thereafter,	"	"	"	"	"	1966;
101.35%	thereafter,	"	"	"	"	"	1967;
101.32%	thereafter,	"	"	"	"	"	1968;
101.29%	thereafter,	"	"	"	"	"	1969;
101.26%	thereafter,	"	"	"	"	"	1970;
101.22%	thereafter,	"	"	"	"	"	1971;
101.18%	thereafter,	"	"	"	"	"	1972;
101.14%	thereafter,	"	"	"	"	"	1973;
101.10%	thereafter,	"	"	"	"	"	1974;
101.06%	thereafter,	"	"	"	"	"	1975;
101.01%	thereafter,	"	"	"	"	"	1976;
100.97%	thereafter,	"	"	"	"	"	1977;
100.92%	thereafter,	"	"	"	"	"	1978;
100.86%	thereafter,	"	"	"	"	"	1979;
100.81%	thereafter,	"	"	"	"	"	1980;
100.75%	thereafter,	"	"	"	"	"	1981;
100.69%	thereafter,	"	"	"	"	"	1982;

100.63% thereafter, to and including November 14, 1983;
100.56% thereafter, " " " " " 1984;
100.50% thereafter, " " " " " 1985;
100.42% thereafter, " " " " " 1986;
100.35% thereafter, " " " " " 1987;
100.27% thereafter, " " " " " 1988;
100.18% thereafter, " " " " " 1989; and
100.00% thereafter, to maturity.

If all the 4⅞% Bonds of 1990 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon 4⅞% Bonds of 1990 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered 4⅞% Bonds of 1990 Series, upon surrender thereof for cancellation at said office or agency of the Company together with a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like aggre-

gate principal amount of fully registered Bonds of the same series of other authorized denominations. 4⅞% Bonds of 1990 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon 4⅞% Bonds of 1990 Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons, appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered 4⅞% Bonds of 1990 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon 4⅞% Bonds of 1990 Series, the coupons to be attached thereto, and the fully registered 4⅞% Bonds of 1990 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until 4⅞% Bonds of 1990 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Corporate Trustee shall authenticate and deliver, in lieu thereof, 4⅞% Bonds of 1990 Series in temporary form, as provided in Section 15 of the Original Indenture.

ARTICLE II.

Issue of 4⅞% Bonds of 1990 Series.

SECTION 5. 4⅞% Bonds of 1990 Series for the aggregate principal amount of Fifteen Million Dollars ($15,000,000) may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice President and its Treasurer or an Assistant Treasurer, pursuant to and upon compliance with the provisions of Article V, Article VI or Article VII of the Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 6. That all the terms, conditions, provisos, covenants and provisions contained in the Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes of the Indenture) the Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

SECTION 7. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien thereof; that it had or has, at the respective times of execution and delivery of the Original Inden-

ture, the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh and Twelfth Supplemental Indentures and this Thirteenth Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the 4⅞% Bonds of 1990 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 8. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1960, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

ARTICLE IV.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented by this Thirteenth Supplemental Indenture, and in this Thirteenth Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Thirteenth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE V.

Miscellaneous Provisions.

All terms contained in this Thirteenth Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or a Vice President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice President and its corporate seal to be attested by an Assistant Secretary, and J. C. KENNEDY, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, each on the date hereinafter acknowledged, as of the day and year first above written.

IDAHO POWER COMPANY

By J. H. ROGERS

J. H. ROGERS, *Vice President*

Attest: [CORPORATE SEAL]

A. C. INMAN

A. C. INMAN, *Secretary*

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

WM. H. DEALE

WM. H. DEALE

R. I. LANDAU

R. I. LANDAU

BANKERS TRUST COMPANY

By G. R. INCE

G. R. INCE, *Vice President*

Attest:

T. L. KESSELMAN

T. L. KESSELMAN, *Assistant Secretary*

[CORPORATE SEAL]

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

WM. H. DEALE

WM. H. DEALE

R. I. LANDAU

R. I. LANDAU

J. C. KENNEDY (L. S.)

J. C. KENNEDY

Executed, sealed and delivered by J. C. KENNEDY, in the presence of:

WM. H. DEALE

WM. H. DEALE

R. I. LANDAU

R. I. LANDAU

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

On the 21st day of November, in the year 1960, before me personally came J. H. ROGERS, to me known, who, being by me duly sworn, did depose and say that he resides at 2501 West Bannock Street, Boise, Idaho; that he is a Vice President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said J. H. ROGERS, having personally appeared and known to me to be a Vice President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

BERNARD A. FEENEY

BERNARD A. FEENEY
Notary Public, State of New York,
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1962

[SEAL]

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

On the 21st day of November, in the year 1960, before me personally came G. R. INCE, to me known, who, being by me duly sworn, did depose and say that he resides at 115 Sackville Road, Garden City, N. Y.; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said G. R. INCE, having personally appeared and known to me to be a Vice President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

BERNARD A. FEENEY

BERNARD A. FEENEY
Notary Public, State of New York,
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1962

[SEAL]

23925

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

On this 21st day of November, in the year 1960, before me, BERNARD A. FEENEY, a Notary Public in and for the State of New York in the County of New York, personally appeared and came J. C. KENNEDY, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

BERNARD A. FEENEY

BERNARD A. FEENEY
Notary Public, State of New York,
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1962

[SEAL]

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

J. H. ROGERS, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

J. H. ROGERS

J. H. ROGERS

Subscribed and sworn to before me }
this 21st day of November, 1960. }

BERNARD A. FEENEY

BERNARD A. FEENEY
Notary Public, State of New York,
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1962

[SEAL]

23925

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

G. R. INCE, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

G. R. INCE

G. R. INCE

Subscribed and sworn to before me }
this 21st day of November, 1960. }

BERNARD A. FEENEY

BERNARD A. FEENEY
Notary Public, State of New York,
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1962

[SEAL]

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

J. C. KENNEDY, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

J. C. KENNEDY

J. C. KENNEDY

Subscribed and sworn to before me
this 21st day of November, 1960.

BERNARD A. FEENEY

BERNARD A. FEENEY
Notary Public, State of New York,
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1962

[SEAL]

23925

April 18, 1960

Re: License R-905 & 23925
Idaho Power Company

Stein-McMurray Insurance Co.
Box 1698
Boise, Idaho

Attn: L. E. McCurry

Dear Mr. McCurry:

Bond No. 261963 in regard to Permit No. R-905 and Bond No. 261964 in regard to Permit 23925 are hereby released as proof of completion of works has been proven under each of the permits.

Very truly yours,

W. N. CARTER
State Reclamation Engineer

WNC:RT:ow

23925

RECEIVED
APR 1 81960
Department of Reclamation

MURRAY INSURANCE
Blvd. at Front P.O. Box 1698, Boise, Idaho, Phone 2-5501

April 15, 1960

State of Idaho
Department of Reclamation
State House
Boise, Idaho

Re: Idaho Power Company
Bond #261963 and #261964
Permit #R-905 and #23925
Permits to Appropriate Public Waters

Gentlemen:

We are advised by the Idaho Power Company that these captioned bonds are no longer required since they have received State of Idaho licenses and certificates of water right for both of the permits covered by the bonds.

Will you please return the original bonds to us if they are no longer required, or furnish us with a release for them.

Yours very truly,

STEIN-McMURRAY INSURANCE AGENCY

L. S. McCurry

MB

23925

ADDRESS ALL COMMUNICATIONS TO THE SECRETARY

FEDERAL POWER COMMISSION
WASHINGTON 25

RECEIVED
FEB 8 1960
Department of Reclamation

Project Nos. 1971 and
2224
Idaho Power Company

FEB -4 1960

Department of Reclamation
State House
Boise, Idaho

Gentlemen:

Enclosed is a copy of Amendment No. 4, Instrument No. 16, and Instrument No. 17 and erratum notice, of the license for Project No. 1971, issued to Idaho Power Company.

Very truly yours,

Secretary

Enclosure No. 102826
Copy of Amendment No. 4,
and Instrument No. 17
and erratum notice

23925

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

In the Matter of	)	
	)	Project No. 1971
Idaho Power Company	)	

ERRATUM NOTICE

(December 23, 1959)

ORDER APPROVING REVISED EXHIBIT L DRAWINGS

(Issued December 11, 1959)

Page 1, Paragraph 4, Line 2: Change "30,000 cfs." to read "300,000 cfs."

Joseph H. Gutride,
Secretary.

23925

DC 17

Instrument No. 17
Effective - December 11, 1959

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Frederick Stueck, William R. Connole and Arthur Kline.

In the Matter of)
) Project No. 1971
Idaho Power Company)

ORDER APPROVING REVISED EXHIBIT L DRAWINGS

(Issued December 11, 1959)

On September 3, 1959, Idaho Power Company, licensee for major Project No. 1971, in compliance with Articles 29 and 30 of its license, filed for Commission approval revised Exhibit L drawings showing a proposed fuse plug type spillway to be located on the Idaho side of the Oxbow dam of Project No. 1971.

The Oxbow dam, presently under construction, consists of a rockfill type of structure with two spillways, one at each abutment of the dam and capable of discharging 300,000 cfs.

The licensee proposes to change the spillway located on the Idaho side of the Snake River from a gate controlled structure to a fuse plug controlled structure and to leave the spillway located on the Oregon side of the river as a gate controlled structure.

The gate constrolled structure can handle flows up to 150,000 cfs while the fuse plug spillway will increase the over-all capacity to 30,000 cfs. The gated spillway permits the handling of floods, in the usual controlled manner, for all floods of record. For larger floods the fuse plug washes out in a predetermined manner (at negligible cost and inconsequent loss of power) permitting the gated spillway to be so operated as to prevent any sudden increase in discharge.

By letter dated November 9, 1959, the Chief of Engineers approved the revised Exhibit L drawings insofar as the interests of navigation are concerned.

The Commission finds:

(1) The following described Exhibit L drawings have been examined and conform to the Commission's rules and regulations and should be approved as part of the license for the project as hereinafter provided:

Exhibit L	F.P.C. No.	Oxbow H.E. Development
Sheet 1 of 5	1971-106	General Plan
Sheet 2 of 5	1971-107	Dam and Spillway Plan
Sheet 3 of 5	1971-108	Dam and Spillway Elevation and Sections

23925

DC 17

(2) The following described Exhibit L drawings, now part of the license, but which have been superseded, should be eliminated from the license as hereinafter provided:

Exhibits L, Sheets 1, 2 and 3 (F.P.C. Nos. 1971-55, 56 and 57, respectively)

The Commission orders:

(A) The Exhibit L drawings described in finding (1) above are approved as part of the license for Project No. 1971 and the superseded Exhibit L drawings described in finding (2) above are eliminated from the license for the project.

(B) Our approval of the Exhibit L drawings is subject to the condition that within one year from the date of issuance of this order, the licensee shall submit for Commission approval a spillway gate operating procedure for the Hells Canyon development of Project No. 1971 during any unscheduled operation of the Oxbow fuse plug, and such spillway gate operating procedure shall be developed in collaboration with the District Engineer, Corps of Engineers, at Walla Walla, Washington.

By the Commission.

Joseph H. Gutride,
Secretary.

Amendment No
Instrument No. 16
Effective - December 6, 1956
Outstanding - December 28, 1959

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Frederick Stueck, William R. Connole, Arthur Kline and John B. Hussey.

In the Matter of)
) Projects Nos. 1971 and 2224
Idaho Power Company)

ORDER DISMISSING APPLICATION FOR LICENSE (TRANSMISSION LINE) AND FURTHER AMENDING LICENSE (MAJOR)

(Issued December 3, 1959)

RECEIVED
FEB 3 1960
Department of Reclamation

Application was filed November 9, 1956 by Idaho Power Company, of Boise, Idaho, (Applicant) for a transmission line license for its then unconstructed Boise-Brownlee-Baker Transmission line system (designated as Project No. 2224) located in Baker County, Oregon, and in Ada, Adams and Washington Counties, Idaho, and affecting lands of the United States within the Payette National Forest and other lands of the United States.

Upon suggestion of the Commission's staff, further application was filed by Applicant on December 26, 1957 requesting that its November 9, 1956 application be considered as an application for amendment of its license for Project No. 1971 for inclusion therein of the Boise-Brownlee-Baker Transmission line system as part of the project facilities.

On April 17, 1958, Applicant filed as part of the application for amendment Exhibit J, sheets 1 and 2, Exhibit K, sheets 1 and 2 (FPC Nos. 1971-61-62-63 and -64, respectively) and Exhibit F for the Boise-Brownlee-Baker line. However, upon being advised by the Commission's staff that the exhibit maps should be corrected with respect to certain land status discrepancies, Applicant filed on September 5, 1958 revised Exhibits J, K and F.

The Boise-Brownlee-Baker Transmission line system consists of (a) a 230 KV double circuit steel tower line about 100 miles in length extending from the Brownlee Hydroelectric Plant to Boise Bench Substation near Boise, Idaho; and (b) a 230 KV single circuit wood tower line about 43 miles in length extending from Brownlee Hydroelectric Plant to Quartz Substation near Baker, Oregon.

The energy transmitted over the lines just described is used for irrigation pumping, household and rural use, manufacturing and other electric service uses in Applicant's service area, and in the territory served by the Northwest Power Pool System.

23925

DC 17

Pursuant to request therefor, the Commission advised Applicant, by letter dated December 6, 1956, that it would interpose no objection to construction of the subject lines prior to consideration by the Commission of the pending application for amendment, provided Applicant comply with the requirements of the agencies concerned with the administration of the lands of the United States involved.

According to available records, the actual construction was as follows: Construction of the Brownlee-Baker section commenced on June 25, 1956 with completion on September 25, 1957; and construction of the Brownlee-Boise section commenced on April 22, 1957 with completion on July 26, 1958.

Approximately 46.93 miles of the Boise-Brownlee-Baker Transmission line, upon a right-of-way 150 feet wide, are on lands of the United States, and the amount of annual charges specified in sub-paragraph (b) of Article 44 of the license for Project No. 1971 should be increased to $563.16, effective as of December 6, 1956, the date of our letter authorizing pre-amendment construction of the line.

On September 8, 1958, Applicant filed revised Exhibits J, K and F for the Oxbow-Brownlee Transmission line of Project No. 1971, from which it appeared that the annual charge for that line should have been $60.31 rather than the $45.94 specified in the license. Accordingly, sub-paragraph (b) of Article 44 of the license for the project should show $623.47 as the total annual charges for transmission lines only, effective as of the date of our letter, April 17, 1958, authorizing pre-amendment construction of the Oxbow-Brownlee line.

An Assistant Secretary of the Interior, in reporting on the application for amendment, has advised that inasmuch as Applicant and the U. S. Department of the Interior, Bureau of Reclamation have executed an agreement dated August 24, 1959 (identified as U. S. Contract No. 14-06-100-1763) for the coordinated operation of Government - Applicant systems, no special conditions relating to such coordinated operations are necessary for inclusion in the amended license.

The Commission finds:

(1) The license, further amended as hereinafter provided, will not interfere or be inconsistent with the purposes of any reservation, or with the purposes for which the Payette National Forest was created or acquired, and will not alter any of the basic facts upon which the license was issued.

(2) Public notice of the application has been given. No protests or petitions to intervene have been filed.

(3) The Boise-Brownlee-Baker Transmission line is subject to license as part of Project No. 1971 within the meaning of Section 3 (11) of the Federal Power Act and should be included in the license for the project.

(4) Article 44, subparagraph (b) of the license should be revised to reflect the increase in charges for the use of the lands of the United States by the transmission line for recompensing the United States

for the use, occupancy and enjoyment of the additional lands of the United States by the Boise-Brownlee-Baker Transmission line, and such increased amount is reasonable as hereinafter specified.

(5) The following described exhibits, as corrected and refiled September 5, 1958, conform to the Commission's rules and regulations and should be approved as a part of the license.

Exhibit	Sheet Nos.	FPC Nos.	Title
J	1 & 2	1971-61, -62	General Map
K	1 & 2	1971-63, -64	Detail Map

The Commission orders:

(A) The license for Idaho Power Company's Project No. 1971 is further amended, effective as of December 6, 1956, as follows:

PARAGRAPH I. Paragraph (5) (b) (2) of the license is further amended by adding thereto the following:

> a 230 KV double circuit steel tower line about 100 miles in length extending from the Brownlee Hydroelectric Plant to Boise Bench Substation near Boise, Idaho; and a 230 KV single circuit wood tower line about 43 miles in length extending from Brownlee Hydroelectric Plant to Quartz Substation near Baker, Oregon.

PARAGRAPH II. Article 28 of the license is further amended by adding thereto the following paragraph:

> (f) Begin the construction of the 230-KV transmission line section extending from Brownlee to Boise Bench Substation on or before May 1, 1957, and complete on or before August 1, 1958; begin the construction of the 230-KV transmission section extending from Brownlee to Quartz Substation on or before July 1, 1956 and complete on or before October 1, 1957.

PARAGRAPH III. Sub-paragraph (b) of Article 44 of the license is further amended to read as follows:

> (b) For the purpose of recompensing the United States for the use, occupancy, and enjoyment of its lands for transmission lines only, $563.16, effective December 6, 1956, and $623.47, effective April 17, 1958.

(B) The exhibits described in finding (5) above are approved as part of the license for Project No. 1971.

(C) The application for transmission line Project No. 2224 is dismissed.

(D) This order shall become final 30 days from the date of its issuance unless application for rehearing shall be filed as provided in Section 313 (a) of the Federal Power Act, and failure to file such an application shall constitute acceptance of this amendment of the license. In acknowledgment of the acceptance of this amendment of the license, this instrument shall be signed for the licensee and returned to the Commission within 60 days from the date of issuance of this order.

By the Commission.

Joseph H. Gutride,
Secretary.

IN TESTIMONY of its agreement to the foregoing order, Idaho Power Company, this 10th day of December, 1959, has caused its corporate name to be signed hereto by T. E. Roach, its ---------- President, and its corporate seal to be affixed hereto and attested by A. C. Inman, its ---- ---------- Secretary, pursuant to a resolution of its Board of Directors duly adopted on the 13th day of July, 1959, a certified copy of the record of which is attached hereto.

IDAHO POWER COMPANY

By /s/ T. E. Roach
President

Attest:

/s/ A. C. Inman
Secretary

(Executed in quadruplicate)

23925

RECEIVED
FEB 1 1960

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Frederick Stueck, William R. Connole, Arthur Kline and John B. Hussey.

In the Matter of)
) Project No. 1971
Idaho Power Company)

ORDER EXTENDING TIME FOR COMPLETION OF CONSTRUCTION

(Issued January 28, 1960)

Request was filed on December 2, 1959 by Idaho Power Company, licensee for major Project No. 1971, for an extension of time to and including September 15, 1961 for completion of construction of the Oxbow unit of the project.

Sub-paragraph (b) of Article 28 of the license for the project provides that the licensee shall commence construction of the Oxbow unit within four years of the effective date of the license (August 1, 1955), and shall thereafter in good faith and with due diligence prosecute such construction and shall complete the Oxbow unit in twenty-four months.

Actual construction of the Oxbow unit began December 13, 1957, so that completion thereof should have been accomplished as of December 12, 1959.

The licensee reports that construction is proceeding with diligence, but that work on the spillway on the Idaho side of the Snake River is temporarily being held in abeyance pending Commission approval of revised Exhibit L drawings showing a proposed fuse plug controlled structure rather than a gate controlled structure, as originally contemplated. The revised Exhibit L drawings were approved by our order issued December 11, 1959.

Under the licensee's construction schedule, the first generating unit at Oxbow will start operation on June 1, 1961 and operation of the fourth generating unit will start September 15, 1961. The licensee's contract with Utah Power & Light Company specifies that the licensee will supply Utah with 150,000 kilowatts of firm power from the Oxbow unit commencing October 1, 1961.

The Commission finds:

The licensee has carried on construction of the Oxbow unit of the project in good faith and with reasonable diligence, and the requested extension as hereinafter provided is not incompatible with the public interest.

The Commission orders:

The time specified in sub-paragraph (b) of Article 28 of the license for Project No. 1971 for completion of construction of the Oxbow unit of the project is extended to and including September 15, 1961.

By the Commission.

Joseph H. Gutride,
Secretary.

23125

July 29, 1959

Re: Permit No. R-905
" No. 23925

Idaho Power Company
1210 Idaho Street
Boise, Idaho

Attn: Mr. Gale C. Farley

Dear Mr. Farley:

We enclose Certificates of Completion of Works and Licenses and Certificates of Water Right issued on Permit No. R-905 and Permit No. 23925.

We also enclose departmental receipt No. 29692 in the amount of $ 6007.00 covering fees.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

By:

(Mrs.) Edna P. Rutledge
Chief Clerk

EPR:ew
Enc. certificates (2)
licenses (2)
receipt (1)

23925

Form No. F. P. C.-18

INCLOSURE No. 102826

FROM

FEDERAL POWER COMMISSION

U. S. GOVERNMENT PRINTING OFFICE 16—6487-1

July 10,1959

re: Permit Nos. 1-905 & 23925

Idaho Power Company
1210 Idaho Street
Boise, Idaho

Attn: Mr. Gale C. Farley

Gentlemen:

Our inspection report of proof of completion of works and application of water to beneficial use under the terms of the above permits shows the dam is capable of conveying to the place of use 20,000 second feet of water.

Upon receipt of the statutory fees totaling $6007.00, we will issue the Certificate of Completion of Works fee $6002.00) and the License and Certificate of Water Right (fee $5.00), confirming the right with priority of October 17, 1952 to the use of 20,000 second feet for electric power generation.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

NC:ew

23925

Form 23

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

BOISE, IDAHO

REPORT OF ENGINEER

Permit No. 23925

This proof is for Completion of Works & Beneficial Use In Water District No.

1. Name of applicant: Idaho Power Company

2. Source of water supply: Snake River

3. Location of point of diversion: Is in the Lot 3 of Section 2

T. 17 N R. 5 W.B.M. County of Washington

4. Describe works as they exist, giving dimensions and capacities of same: Diversion works consist of a rockfill dam, 1320 ft. long on crest of 35 foot width, hydraulic height 297 ft., structural height 395 ft., with inpervious sloping earth core adequately protected from erosive action of water by filter zones and selected rock; four steel penstocks each 22 feet inside diameter leading through right abutment to four turbines each driving generator of 90,100 KW name plate rating; a gate controlled concrete spillway with capacity of 175,000 sec. ft. at full reservoir level and a lower outlet gate control with capacity of 125,000 sec. ft. at full reservoir level making a total release capacity exclusive of the power outlets of 300,000 sec. ft. Capacity of the power penstocks witnessed was 25,000 sec. ft. with a power output of 508,000 KW

5. Water is used for: Generation of electric power

6. State whether or not water has been turned into works of diversion: Yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

Place of use: Lot 3, Sec. 2., Twp. 17 N., Rge. 5 W.B.M.

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? Columbia River

Remarks: This power installation is well designed, thoroughly constructed and in operation shows no indications of any structural defects or construction faults.

This examination was made on the 15th and 16 day of June, 1959

(Signed) Geo. N. Carter
Examiner.

23925

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

RECEIVED
JUL 1 0 1959
Department of Reclamation

Idaho Power Company ATT: Gale Farley
1220 Idaho Street
Boise, Idaho

Permit No. 23925

Examination for Completion of Works & Beneficial Use

County Washington

2-17N.-5W.

Q = 20,000 c.f.s.

S = Snake River

P.D. = Lot 3, Sec. 2, T.17N.-R.5W.

Use = Generation of electric power

Filed = Oct. 17, 1952.

Due = April 2, 1964.

8

Form 23

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

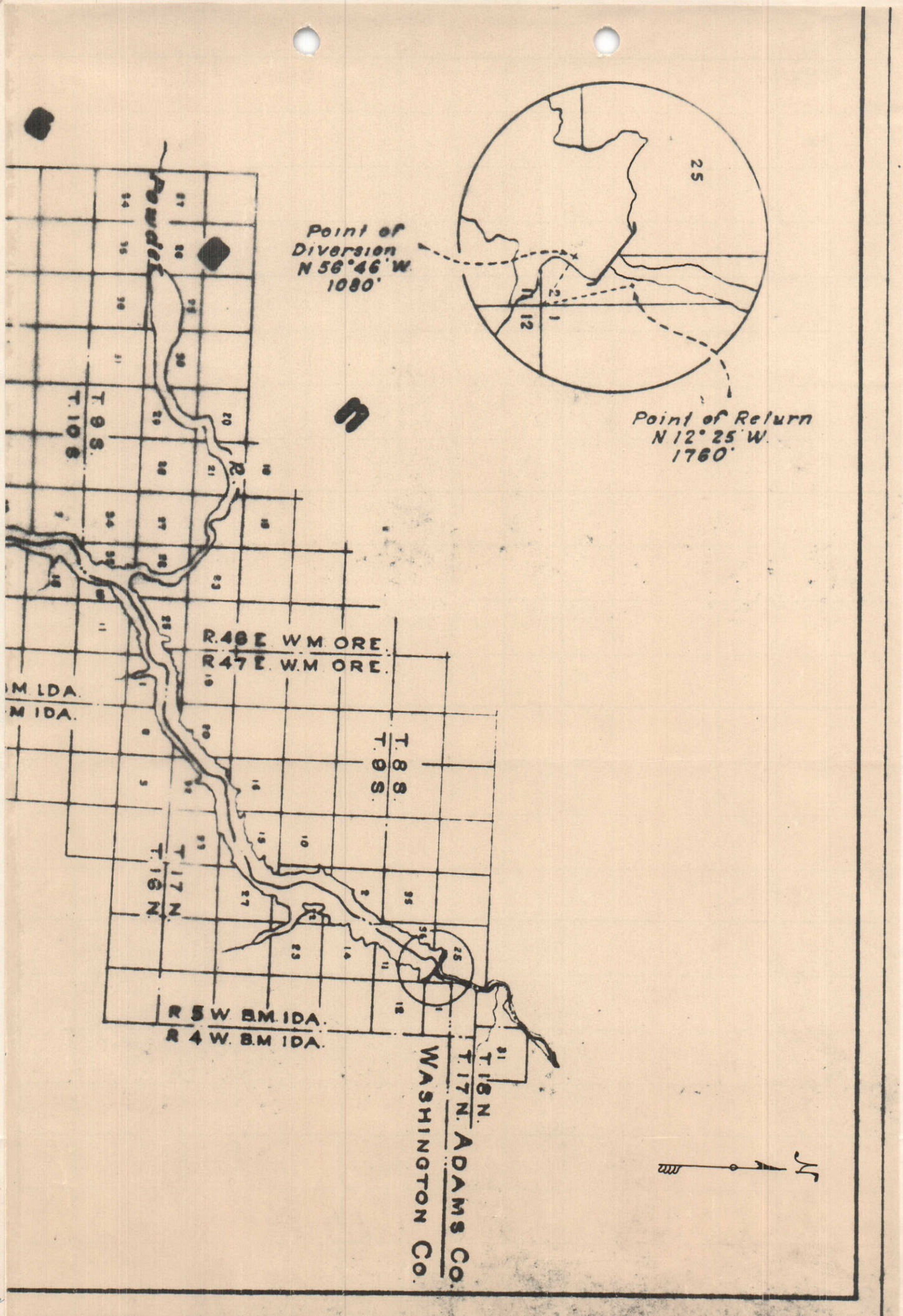
BOISE

REPORT OF ENGINEER

PERMIT NO. 23925

REPORT ON PROOF OF Completion of Works & Beneficial Use

Idaho Power Company, 1220 Idaho St., Boise, Idaho



Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.

23925

June 25, 1959

RE: Permit Nos. R-905 and 23925

Idaho Power Company
1220 Idaho Street
Boise, Idaho

ATTENTION: Mr. Gale C. Farley

Gentlemen:

We acknowledge receipt of the Deposition of Holder and two witnesses, also affidavit of publication in The Weiser American, all submitted in proof of completion of works and beneficial use on Permit Nos. R-905 and 23925.

The field examination has been made by an engineer from this department, the report of which will be on hand in a few days. At that time the information regarding fees for Certificates and Licenses will be forwarded to you.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer
By

(Mrs) Edna P. Rutledge
Chief Clerk

EPR

23-7-22

IDAHO POWER COMPANY

BOISE, IDAHO

June 19, 1959

RECEIVED
JUN 19 1959
nent of Reclamation

Mr George N Carter
State Reclamation Engineer
State House
Boise, Idaho

Dear Mr Carter:

Enclosed herewith are Deposition of Holder and Deposition of Witness for each of two witnesses for Idaho Power Company's Permits Nos 23925 and R-905 in connection with our Brownlee Hydroelectric Project. Also enclosed is the Affidavit of Publication of Notice of Proof of Completion of Works and Application of Water to Beneficial Use.

Very truly yours,

Gale C. Farley

Gale C Farley
Agent

GCF:mlm

Encls

23925

Form 16.

RECEIVED
JUN 19 1959
Department of Reclamation

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

Permit No. 23925

Proof of Application of Water to Beneficial Use and Completion of Works

Deposition of Holder

Ques. 1. State your name, residence, occupation and postoffice address.

Ans. Idaho Power Company, 1220 Idaho Street, Boise, Idaho
Generation and sale of electric energy

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if a foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf.

Ans. Idaho Power Company, T E Roach, President; A C Inman, Secretary, 1220 Idaho Street, Boise, Idaho

Ques. 3. State number and date of permit, and date of priority you propose to establish under the permit.

Ans. Permit No 23925 dated April 2, 1953. Date of priority - October 17, 1952.

Ques. 4. State source of water supply and give exact location of point of diversion.

Ans. Source of water - Snake River. Point of diversion - approximately 1080 feet Northwesterly from SE corner Section 2, T17N, R5W, BM and is in Lot 3, Section 2, T17N, R5W, BM, Washington County, Idaho.

Ques. 5. Describe your works of diversion, and state amount of water they are capable of conveying from point of diversion to place of use, and give name of canal or ditch or other works by which water is conducted to such place of use. If a well, state depth of well, depth and size of casing and depth to water. If pump is used, state discharge of pump and tell how it was measured or determined. If sprinkler irrigation, give number and size of nozzles and operating pressure.

Ans. Reservoir, dam and hydroelectric plant having 4 generators of 90,100 Kw each or a total name plate rating of 360,400 Kw; actual maximum capacity in excess of 500,000 Kw. Plant capable of using estimated 30,000 cfs of water. Total reservoir storage capacity - 1,426,700 acre feet, estimated; active storage - estimated 1,000,000 acre feet.

Ques. 6. State for what purpose water is used and describe place of use. (If for irrigation, name each subdivision in which used, and number of acres in each subdivision that have actually been irrigated with said water.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. Water used for generation of electric energy in Lot 3, Section 2, T17N, R5W, BM, Washington County, Idaho.

23925

Ques. 7. If for other than irrigation purposes; state how applied, amount of horse power generated, etc.

Ans. Water used to operate 4 generators to produce a total of approximately 675,000 HP maximum of electric energy.

Ques. 8. What is the minimum amount of water required for the purpose specified above?

Ans. Approximately 26,000 cfs.

Ques. 9. If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder.

Ans. Not applicable

Ques. 10. State when, how, in what amount and to what extent the water diverted under above mentioned permit has been used.

Ans. As of January 1959, all 4 generators were in operation and approximately 26,000 cfs of water to produce electric energy was utilized. (First generator in operation, August 1958.

Ques. 11. State when, how, in what amount and to what extent waters other than those diverted under the above mentioned permit have been diverted and applied to beneficial use upon the lands herein described. Give full particulars regarding such other appropriations and rights claimed thereunder.

Ans. Not applicable.

(Sign) T E Roach

T E Roach, President, Idaho Power Company

I hereby certify that the foregoing testimony was read to the above subscribed before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in Boise, County of Ada, State of Idaho, on this 17th day of June, A. D. 19 59.

Dale C. Farley

My commission expires May 15, 1962

23925

Form 17

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

RECEIVED
JUN 1 5 19
Department of

PERMIT NO. 23925

Proof of Application of Water to Beneficial Use

Deposition of Witness and Completion of Works

The deposition of two witnesses, on this form, taken separately, required in each case.

Ques. 1. State your name, age, residence, occupation and postoffice address.

Ans. Keith E Anderson, age 39, 6932 Westfield Place, Boise, Idaho.
Occupation - Consulting Engineer.

Ques. 2. Are you acquainted with Idaho Power Company, the holder of Permit No. 23925? How long have you known him and where does he reside?

Ans. Yes; 20 years. Resides at 1220 Idaho Street, Boise, Idaho.

Ques. 3. Have you read or heard read said Permit No. 23925, and are you familiar with its provisions and conditions?

Ans. Yes

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. Source: Snake River. Place of Diversion: At Brownlee Dam located in Lot 3, Section 2, T17N, R5W, BM, Washington County, Idaho. Water conveyed to 4 turbines in power house by means of 4 penstocks equipped with control gates, trash racks, etc.

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. 30,000 cfs; Witnessed 25,000 cfs (with av. machine gate openings - .765; reservoir elevation - 2074.35)

Ques. 6. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. Water used for generation of electric energy at Brownlee Dam located within Lot 3, Section 2, T17N, R5W, BM, Washington County, Idaho.

23925

Ques. 7. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. Water has been used from Snake River to operate 4 generators, each capable of producing 127,500 Kw of power for a total of 510,000 Kw.

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ans. Not Applicable

Ques. 9. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. Not Applicable

Ques. 10. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. On June 16, 1959, I visited Brownlee Dam and its power plant and witnessed the operation of the project producing power and utilizing approximately 25,000 cfs of water beneficially.

(Signed) Keith E. Anderson

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Boise, County of Ada, State of Idaho, on this 17th day of June, A. D. 1959.

Dale C. Farley
Notary Public.

My commission expires May 15, 1962.

23925

Form 17

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

RECEIVED
JUN 19 1959
Department of Reclamation

PERMIT NO. 23925

Proof of Application of Water to Beneficial Use

Deposition of Witness and Completion of Works

The deposition of two witnesses, on this form, taken separately, required in each case.

Ques. 1. State your name, age, residence, occupation and postoffice address.

Ans. Myron Swendsen, Age 67, 5010 Bel Air, Boise, Idaho. Occupation Engineer.

Ques. 2. Are you acquainted with Idaho Power Company, the holder of Permit No. 23925? How long have you known him and where does he reside?

Ans. Yes; 40 years. Resides at 1220 Idaho Street, Boise, Idaho

Ques. 3. Have you read or heard read said Permit No. 23925, and are you familiar with its provisions and conditions?

Ans. Yes

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. Source: Snake River. Place of Diversion: At Brownlee Dam located in Lot 3, Section 2, T17N, R5W, BM, Washington County, Idaho. Water conveyed to 4 turbines in power house by means of 4 penstocks equipped with control gates, trash racks, etc.

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. 30,000 cfs; Witnessed 25,000 cfs (with av. machine gate openings - .765; reservoir elevation - 2074.35)

Ques. 6. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. Water used for generation of electric energy at Brownlee Dam located within Lot 3, Section 2, T17N, R5W, BM, Washington County, Idaho.

23925

Ques. 7. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. Water has been used from Snake River to operate 4 generators, each capable of producing 127,500 Kw of power for a total of 510,000 Kw.

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ans. Not Applicable.

Ques. 9. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. Not Applicable.

Ques. 10. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. On June 16, 1959, I visited Brownlee Dam and its power plant and witnessed the operation of the project producing power and utilizing approximately 25,000 cfs of water beneficially

(Signed) Myron Swanson
CE Eng Lic 153

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Boise, County of Ada, State of Idaho, on this 17th day of June, A. D. 1959.

Gale C. Farley
Notary Public.

My commission expires May 15, 1962.

23925

No. 1101

AFFIDAVIT OF PUBLICATION

RECEIVED
JUN 19 1959
Department of Reclamation

STATE OF IDAHO,
County of Washington } ss.

Ellen Kiser, being duly sworn, deposes and says:

That he is the Chief Clerk of THE WEISER AMERICAN, a weekly newspaper published at Weiser, in the County of Washington and State of Idaho; that said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Weiser; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for four consecutive weeks in the regular and entire issue of said paper during the period and time of publication, and was published in the newspaper proper and not in a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with April 20, 1959, and ending with the issue of May 11, 1959.

Ellen Kiser

Fees, $ 27 95

Subscribed and sworn to before me this 28 day of May, 1959.

Notary Public, Residing at Weiser, Idaho.

My Commission Expires 4-1-, 1962

No. 1101

NOTICE OF PROOF OF COMPLETION OF WORKS AND APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 10:00 o'clock A. M., on Wednesday, June 17, 1959, at 1220 Idaho Street, Boise, County of Ada State of Idaho, before Gale C. Farley, Notary Public, proof will be submitted of the completion of work for the diversion in excess of 20,000 cubic feet per second of the water of the Snake River and the storage of 1,400,000 acre feet of the waters of the Snake River and of the Application to Beneficial Use of said waters, in accordance with the terms and conditions of Permits No. 23925 and R-905 heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and post office address of the person or corporation holding said permits is Idaho Power Company, 1220 Idaho Street, Boise, Idaho.

2. Said works of diversion and of storage will be fully completed on the date set for completion, and the amount of water which said works are capable of conveying to the place of use in accordance with the plans comprising the application for said permits, is in excess of 20,000 cubic feet per second and the amount of water which said works are capable of storing is 1,400,000 acre feet.

3. The use to which said water has been applied is for generation of electric power, the amount applied to beneficial use is in excess of 20,000 cubic feet per second, and the amount capable of being stored is 1,400,000 acre feet.

4. The place where said water is used is in Section 2, Township 17 North, Range 5 West, Boise Meridian approximately 1,760 feet in a northwesterly direction from the southeast corner of Section 2, said Township and Range, Boise Meridian.

5. The date of priority which said user is prepared to establish is October 17, 1952, under Permits No. 23925 and R 905.

GEO. N. CARTER,
State Reclamation Engineer

7-4a

23925

IDAHO POWER COMPANY

BOISE, IDAHO

RECEIVED
JUN 3 1959
Department of Reclamation

May 29, 1959

State Reclamation Engineer
State Capitol Building
Boise, Idaho

Dear Sir:

Pursuant to the provisions of Section 42-207, Idaho Code, I am enclosing herewith for filing in your office a copy of this Company's Twelfth Supplemental Indenture, dated as of May 15, 1959, under our Mortgage and Deed of Trust dated as of October 1, 1937, made by the Company to Bankers Trust Company and J C Kennedy (successor to R G Page), as Trustees. Previously we filed with you, on May 17, 1947, copies of our Mortgage and Deed of Trust and First, Second and Third Supplemental Indentures thereto; on May 24, 1948, a copy of our Fourth Supplemental Indenture thereto; on November 28, 1949, a copy of our Fifth Supplemental Indenture thereto; on November 7, 1951, a copy of our Sixth Supplemental Indenture thereto; on February 8, 1957, a copy of our Seventh Supplemental Indenture thereto; on August 15, 1957, a copy of our Eighth Supplemental Indenture thereto; on January 3, 1958, a copy of our Ninth Supplemental Indenture thereto; on April 21, 1958, a copy of our Tenth Supplemental Indenture thereto; and on October 28, 1958, a copy of our Eleventh Supplemental Indenture thereto.

Very truly yours,

A C Inman
Secretary

ACI:mlm

Encl

cc: Bankers Trust Company
Hawley & Hawley

23925

[CONFORMED COPY]

RECEIVED
JUN 3 1959
Department of Reclamation

IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

J. C. KENNEDY,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Twelfth Supplemental Indenture

Dated as of May 15, 1959.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

23925

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* This table of contents shall not have any bearing upon the interpretation of this Supplemental Indenture.

SUPPLEMENTAL INDENTURE, dated as of the 15th day of May, 1959, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and J. C. Kennedy of 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the "Individual Trustee"), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture dated as of July 1, 1939, a Second Supplemental Indenture dated as of November 15, 1943, a Third Supplemental Indenture dated as of February 1, 1947, a Fourth Supplemental Indenture dated as of May 1, 1948, a Fifth Supplemental Indenture dated as of November 1, 1949, a Sixth Supplemental Indenture dated as of October 1, 1951, a Seventh Supplemental Indenture dated as of January 1, 1957, an Eighth Supplemental Indenture dated as of July 15, 1957, a Ninth Supplemental Indenture dated as of November 15, 1957, a Tenth Supplemental Indenture dated as of April 1, 1958, and an Eleventh Supplemental Indenture dated as of October 15, 1958, each supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustees (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

WHEREAS, the Original Indenture and said Supplemental Indentures have each been recorded in the records of the County of Elko, Nevada; the counties of Baker, Harney, Malheur and Union, Oregon; and the counties

of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Camas, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, Bonds have heretofore been issued, under and in accordance with the terms of the Indenture, in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3¾% Series due 1967", all of which have been paid; and in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3⅛% Series due 1973", in the aggregate principal amount of Five Million Dollars ($5,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1977", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 3% Series due 1978", in the aggregate principal amount of Twelve Million Dollars ($12,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1979", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 3¼% Series due 1981", in the aggregate principal amount of Twenty Million Dollars ($20,000,000) of a series designated "First Mortgage Bonds, 4½% Series due 1987", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 4¾% Series due 1987", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 4% Series due April 1988", and in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 4½% Series due October 1988", all of which are outstanding at the date hereof; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly determined to make, execute and deliver to the Trustees this Twelfth Supplemental Indenture for the purposes herein provided, including the issuance of an eleventh series of Bonds under the Indenture, in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), to be designated

as "First Mortgage Bonds, 5% Series due 1989" (herein called the "5% Bonds of 1989 Series"); and

WHEREAS, it is now desired, for the purpose of more effectually carrying out the purposes of the Original Indenture, to confirm specifically the subjection to the lien thereof of certain property acquired by the Company in addition to the property specifically described in the Original Indenture and in said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Ninth, Tenth and Eleventh Supplemental Indentures; and

WHEREAS, all things necessary to make said 5% Bonds of 1989 Series, when duly authenticated by the Corporate Trustee and issued by the Company, valid and legally binding obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid and legally binding instrument for the security thereof, have been performed, and the execution and delivery of this Twelfth Supplemental Indenture and the issue of said Bonds as in this Twelfth Supplemental Indenture provided have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has duly executed and delivered to the Trustees this Twelfth Supplemental Indenture and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto J. C. Kennedy and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees as aforesaid, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the following described properties, rights

and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The Moreland Tap, a transmission line extending from a point on the Blackfoot-Rockford transmission line in Bingham County, Idaho, in a northerly direction to the Moreland substation in Bingham County, Idaho.

2. The Amsterdam Tap, a transmission line extending from a point on the Hiline Pumping Plant transmission tap line in Twin Falls County, Idaho, in a southerly direction to the Amsterdam substation in Twin Falls County, Idaho.

3. The Brady-Don #3 transmission line, a second circuit on the existing transmission line extending from the Brady transmission station in Power County, Idaho, in an easterly direction to the Don substation in Power County, Idaho.

4. The Boise Bench-Brady #2 transmission line extending from the Boise Bench transmission station in Ada County, Idaho, in a southeasterly direction through Elmore and Gooding Counties, Idaho, thence in an easterly direction through Twin Falls, Jerome, Lincoln, Minidoka and Blaine Counties, Idaho, to the Brady transmission station in Power County, Idaho.

5. Those certain substations, transformer stations and equipment as now installed at the following locations: The Boise-Cascade substation in Gem County, Idaho; the Moreland substation in Bingham County, Idaho.

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever,

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

It is not intended herein or hereby to include in or subject to the lien of the Indenture, and the granting clauses hereof shall not be deemed to apply to, (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of the Indenture shall have occurred and be continuing and either or both of the Trustees, or a receiver or trustee, shall have entered upon or taken possession of the mortgaged and pledged property, or (2) in any case, unless specifically subjected to the lien thereof, any bonds, notes, evidences of indebtedness, shares of stock, or other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of the Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever;

IN TRUST, NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Original Indenture, as amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Supplemental Indentures and this Twelfth Supplemental Indenture.

And it is hereby covenanted, declared and decreed by and between the parties hereto, for the benefit of those who shall hold the Bonds and interest coupons, or any of them, issued and to be issued under the Indenture, as follows:

ARTICLE I.

Description of 5% Bonds of 1989 Series.

SECTION 1. The eleventh series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be 5% Bonds of 1989 Series, designated as "First Mortgage Bonds, 5% Series due 1989" of the Company. The 5% Bonds of 1989 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, except in so far as the terms and provisions of the Original Indenture have been or are amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Supplemental Indentures or by this Twelfth Supplemental Indenture. 5% Bonds of the 1989 Series shall mature on May 15, 1989 and shall be issued as coupon Bonds in the denomination of $1,000, registerable as to principal, and as fully registered Bonds in denominations of $1,000 and in any multiple thereof; they shall bear interest, payable semi-annually on November 15 and May 15 of each year, at the rate of five per centum (5%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the 5% Bonds of 1989 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender

for public and private debts. Coupon 5% Bonds of 1989 Series shall be dated as of May 15, 1959 and fully registered 5% Bonds of 1989 Series shall be dated as in Section 10 of the Original Indenture provided.

The 5% Bonds of 1989 Series, in definitive form, shall be, at the option of the Company, fully engraved or shall be lithographed or printed on steel engraved borders or shall be partially lithographed or printed and partially engraved on steel engraved borders.

5% Bonds of 1989 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interests to such date of redemption:

107.28%		to	and	including	May	14,	1960;
107.28%	thereafter,	"	"	"	"	"	1961;
107.28%	thereafter,	"	"	"	"	"	1962;
107.28%	thereafter,	"	"	"	"	"	1963;
107.28%	thereafter,	"	"	"	"	"	1964;
104.79%	thereafter,	"	"	"	"	"	1965;
104.59%	thereafter,	"	"	"	"	"	1966;
104.39%	thereafter,	"	"	"	"	"	1967;
104.19%	thereafter,	"	"	"	"	"	1968;
103.99%	thereafter,	"	"	"	"	"	1969;
103.79%	thereafter,	"	"	"	"	"	1970;
103.59%	thereafter,	"	"	"	"	"	1971;
103.39%	thereafter,	"	"	"	"	"	1972;
103.19%	thereafter,	"	"	"	"	"	1973;
102.99%	thereafter,	"	"	"	"	"	1974;
102.79%	thereafter,	"	"	"	"	"	1975;
102.59%	thereafter,	"	"	"	"	"	1976;
102.40%	thereafter,	"	"	"	"	"	1977;
102.20%	thereafter,	"	"	"	"	"	1978;

102.00%	thereafter,	to	and	including	May	14,	1979;	
101.80%	thereafter,	"	"	"	"	"	1980;	
101.60%	thereafter,	"	"	"	"	"	1981;	
101.40%	thereafter,	"	"	"	"	"	1982;	
101.20%	thereafter,	"	"	"	"	"	1983;	
101.00%	thereafter,	"	"	"	"	"	1984;	
100.80%	thereafter,	"	"	"	"	"	1985;	
100.60%	thereafter,	"	"	"	"	"	1986;	
100.40%	thereafter,	"	"	"	"	"	1987;	
100.20%	thereafter,	"	"	"	"	"	1988;	and
100.00%	thereafter,	to	maturity;					

or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and provided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

100.78%		to	and	including	May	14,	1960;
100.77%	thereafter,	"	"	"	"	"	1961;
100.76%	thereafter,	"	"	"	"	"	1962;
100.75%	thereafter,	"	"	"	"	"	1963;
100.73%	thereafter,	"	"	"	"	"	1964;
100.72%	thereafter,	"	"	"	"	"	1965;
100.70%	thereafter,	"	"	"	"	"	1966;
100.69%	thereafter,	"	"	"	"	"	1967;
100.67%	thereafter,	"	"	"	"	"	1968;
100.65%	thereafter,	"	"	"	"	"	1969;
100.64%	thereafter,	"	"	"	"	"	1970;
100.62%	thereafter,	"	"	"	"	"	1971;
100.60%	thereafter,	"	"	"	"	"	1972;
100.58%	thereafter,	"	"	"	"	"	1973;
100.55%	thereafter,	"	"	"	"	"	1974;
100.53%	thereafter,	"	"	"	"	"	1975;
100.51%	thereafter,	"	"	"	"	"	1976;

100.48%	thereafter,	to	and	including	May	14,	1977;
100.45%	thereafter,	"	"	"	"	"	1978;
100.43%	thereafter,	"	"	"	"	"	1979;
100.40%	thereafter,	"	"	"	"	"	1980;
100.36%	thereafter,	"	"	"	"	"	1981;
100.33%	thereafter,	"	"	"	"	"	1982;
100.30%	thereafter,	"	"	"	"	"	1983;
100.26%	thereafter,	"	"	"	"	"	1984;
100.22%	thereafter,	"	"	"	"	"	1985;
100.18%	thereafter,	"	"	"	"	"	1986;
100.14%	thereafter,	"	"	"	"	"	1987;
100.10%	thereafter,	"	"	"	"	"	1988; and
100.00%	thereafter,	to	maturity.				

If all the 5% Bonds of 1989 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon 5% Bonds of 1989 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered 5% Bonds of 1989 Series, upon surrender thereof for cancellation at said office or agency of the Company together

with a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered Bonds of the same series of other authorized denominations. 5% Bonds of 1989 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon 5% Bonds of 1989 Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons, appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered 5% Bonds of 1989 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon 5% Bonds of 1989 Series, the coupons to be attached thereto, and the fully registered 5% Bonds of 1989 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until 5% Bonds of 1989 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing

the Corporate Trustee shall authenticate and deliver, in lieu thereof, 5% Bonds of 1989 Series in temporary form, as provided in Section 15 of the Original Indenture.

ARTICLE II.

Issue of 5% Bonds of 1989 Series.

SECTION 5. 5% Bonds of 1989 Series for the aggregate principal amount of Fifteen Million Dollars ($15,000,000) may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, pursuant to and upon compliance with the provisions of Article V, Article VI or Article VII of the Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 6. That all the terms, conditions, provisos, covenants and provisions contained in the Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to the Individual Trustee and (to the exent of its legal capacity to hold the same for the purposes of the Indenture) the

Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

SECTION 7. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien thereof; that it had or has, at the respective times of execution and delivery of the Original Indenture, the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth and Eleventh Supplemental Indentures and this Twelfth Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the 5% Bonds of 1989 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 8. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1959, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

ARTICLE IV.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented by this Twelfth Supplemental Indenture, and in this Twelfth Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twelfth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE V.

Miscellaneous Provisions.

All terms contained in this Twelfth Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or a Vice-President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused

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its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice President and its corporate seal to be attested by an Assistant Secretary, and J. C. KENNEDY, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, each on the date hereinafter acknowledged, as of the day and year first above written.

IDAHO POWER COMPANY

By J. H. ROGERS
Vice-President

[CORPORATE SEAL]

Attest:

A. C. INMAN
Secretary

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

T. L. KESSELMAN

G. MAIER

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BANKERS TRUST COMPANY

By W. MCKINLEY
Vice President

Attest:

C. D. BLAKELY
Assistant Secretary

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

[CORPORATE SEAL]

T. L. KESSELMAN

G. MAIER

J. C. KENNEDY
(L. S.)

Executed, sealed and delivered by J. C. KENNEDY, in the presence of:

T. L. KESSELMAN

G. MAIER

[SEAL]

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

On the 18th day of May, in the year 1959, before me personally came J. H. ROGERS, to me known, who, being by me duly sworn, did depose and say that he resides at 2501 West Bannock Street, Boise, Idaho; that he is a Vice-President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said J. H. ROGERS, having personally appeared and known to me to be a Vice-President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

BERNARD A. FEENEY

BERNARD A. FEENEY
NOTARY PUBLIC, State of New York
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1960

[SEAL]

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

On the 18th day of May, in the year 1959, before me personally came W. McKINLEY, to me known, who, being by me duly sworn, did depose and say that he resides at 414 East 52nd Street, New York 22, N. Y.; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said W. McKINLEY, having personally appeared and known to me to be a Vice President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

BERNARD A. FEENEY

BERNARD A. FEENEY
NOTARY PUBLIC, State of New York
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1960

[SEAL]

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

On this 18th day of May, in the year 1959, before me, BERNARD A. FEENEY, a Notary Public in and for the State of New York in the County of New York, personally appeared and came J. C. KENNEDY, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

BERNARD A. FEENEY

BERNARD A. FEENEY
NOTARY PUBLIC, State of New York
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1960

[SEAL]

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4-17-59

Regarding: Permit #R-905, 23925 -
Idaho Power Company.

Notice of publication received and
is to be publish in Weiser American
four consecutive weeks, beginning
Monday, April 20, 1959 and
ending May 11, 1959.

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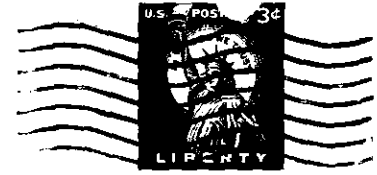
Weiser American
By: Ellen Kesler



THIS SIDE OF CARD IS FOR ADDRESS

RECEIVED
APR 10 1959
Department of Reclamation

Geo. M. Carter
State of Idaho
Dept. of Reclamation
Boise, Idaho

23925

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

J. H. ROGERS, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice-President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

J. H. ROGERS

J. H. ROGERS

Subscribed and sworn to before me }
this 18th day of May, 1959. }

BERNARD A. FEENEY

BERNARD A. FEENEY
NOTARY PUBLIC, State of New York
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1960

[SEAL]

23925

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

W. McKINLEY, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

W. McKINLEY

W. McKINLEY

Subscribed and sworn to before me
this 18th day of May, 1959.

BERNARD A. FEENEY

BERNARD A. FEENEY
NOTARY PUBLIC, State of New York
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1960

[SEAL]

23925

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

J. C. KENNEDY, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

J. C. KENNEDY

J. C. KENNEDY

Subscribed and sworn to before me this 18th day of May, 1959.

BERNARD A. FEENEY

BERNARD A. FEENEY
NOTARY PUBLIC, State of New York
No. 41-6251325
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1960

[SEAL]

23925

April 16, 1959

Re: Permits No. 23925 and R-905
Idaho Power Company

Idaho Power Company
1220 Idaho Street
Boise, Idaho

Attention: James E. Bruce
Attorney

Dear Mr. Bruce:

This acknowledges the Notice of Proof of Completion of Works and Application of Water to Beneficial Use in connection with Permits No. 23925 and R-905. The proofs are to be made at 10:00 A. M. on June 17, 1959, at 1220 Idaho Street, Boise, Idaho, before Gale C. Farley, Notary Public.

As of this date we have mailed the Notice to the Weiser American, with instructions to publish it once a week for four consecutive weeks prior to the date set for final proof and then mail the Affidavit of Publication and statement of costs to you.

It is important that the enclosed depositions be executed on behalf of the permit holder and two disinterested witnesses who are familiar with the terms of the permit and the work done thereunder, at the place, on the date, and at the time, and before the Notary, as advertised.

In returning the depositions to this office, be sure that all copies have been signed, the Notary's seal has been placed on each and that all depositions (Holders and Witnesses) are being returned. Also be sure to enclose the Affidavit of Publication.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

GNC/lw
Encls. (12)
cc: Gale C. Farley
Notary Public
1220 Idaho Street
Boise, Idaho

S T A T E OF I D A H O

DEPARTMENT OF RECLAMATION
Boise, Idaho

Date: April 16, 1959

Re: Permit Numbers R-905, 23925
Idaho Power Company

Weiser American
Weiser, Idaho

Gentlemen:

Enclosed you will find notice for publication, once a week for four consecutive weeks prior to June 17, 1959 the date set for proof; the expense of the publication is to be paid by the applicant

Idaho Power Company of 1220 Idaho Street, Boise, Idaho
Attention: James E. Bruce, Attorney

to whom you should furnish proof of publication on or prior to the date set for proof.

Please acknowledge receipt of this notice and furnish this office with a copy or tear-sheet of the first publication.**

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer
By

** If the first copy is not received in this office for checking purposes and errors appear in subsequent issues, it is possible that re-publication of corrected copy will be at your own expense.

cc: Idaho Power Company

23925

IDAHO POWER COMPANY

BOISE, IDAHO

April 14, 1959

RECEIVED
APR 13 1959
Department of Reclamation

State of Idaho
Department of Reclamation
Capitol Building
Boise, Idaho

ATTENTION: Mr George N Carter, State Reclamation Engineer

Re: Permits No 23925 and R-905

Dear Mr Carter:

In accordance with the provisions of 42-214 and 42-217, Idaho Code, we are forwarding herewith Form No 11 executed by myself on behalf of Idaho Power Company and also executed by J F Emery, as engineer. We are also forwarding in duplicate Form No 8, consisting of Notice For Publication, which we understand will be publicized in the Weiser American for a period of four weeks. We would appreciate receiving either a copy of your transmittal letter or notification when you send this to the Weiser American for publication in order that we may request from them Affidavit of Publication.

As specified in the notice, we intend to make Notice of Proof of Completion of Works and Application of Water to Beneficial Use on June 17, 1959.

If there is anything further that you desire with respect to this, please contact us.

Very truly yours,

James E Bruce

James E Bruce
Attorney

JEB:mlm

Encls

cc: H R Moore
J F Emery

23925

Form No. 11

RECEIVED
APR 1 5 1959
Department of Reclamation

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) April 14, 1959

(P. O.) Box 770, Boise, Idaho

TO THE STATE RECLAMATION ENGINEER:

Boise, Idaho

Dear Sir:

You are hereby authorized to have the attached notice published at our **expense in the** Weiser American **of** Weiser, Washington County, Idaho **published in the county in which the works are situated.**

IDAHO POWER COMPANY

By James E. Bruce
Attorney

(In case of canals or other works designed to divert and carry more than 50 cubic feet of water per second, the following certificate must be signed by a well known and competent engineer.)

I hereby certify that the facts set forth in the attached notice are true.

J F Emery
J F Emery, **Engineer.**

23925

NOTICE OF PROOF OF COMPLETION OF WORKS AND APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 10:00 o'clock A.M., on Wednesday, June 17, 1959, at 1220 Idaho Street, Boise, County of Ada, State of Idaho, before Gale C Farley, Notary Public, proof will be submitted of the completion of works for the diversion in excess of 20,000 cubic feet per second of the waters of the Snake River and the storage of 1,400,000 acre feet of the waters of the Snake River and of the Application to Beneficial Use of said waters, in accordance with the terms and conditions of Permits No 23925 and R-905 heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and post office address of the person or corporation holding said permits is Idaho Power Company, 1220 Idaho Street, Boise, Idaho.

2. Said works of diversion and of storage will be fully completed on the date set for such completion, and the amount of water which said works are capable of conveying to the place of use, in accordance with the plans accompanying the application for such permits, is in excess of 20,000 cubic feet per second and the amount of water which such works are capable of storing is 1,400,000 acre feet.

3. The use to which said water has been applied is for generation of electric power, the amount applied to beneficial use is in excess of 20,000 cubic feet per second, and the amount capable of being stored is 1,400,000 acre feet.

4. The place where said water is used is in Section 2, Township 17 North, Range 5 West, Boise Meridian, approximately 1760 feet in a northwesterly direction from the southeast corner of Section 2, said Township and Range, Boise Meridian.

5. The date of priority which said user is prepared to establish is October 17, 1952 under Permits No 23925 and R-905.

GEO. N. CARTER

State Reclamation Engineer

ADDRESS ALL COMMUNICATIONS TO THE SECRETARY

FEDERAL POWER COMMISSION
WASHINGTON 25

JAN 29 1959
Department of Reclamation

Project No. 1971
Idaho Power Company

JAN 26 1959

Department of Reclamation
State House
Boise, Idaho

Gentlemen:

Enclosed is a copy of Instrument No. 11 of the license for Project No. 1971, issued to the Idaho Power Company.

Very truly yours,

J. H. Gutride
Secretary

Enclosure No. 114214
Copy of Instrument No. 11

O.K. 1-29-59

23425

Form No. F 3.-18

INCLOSURE Nº 114214

FROM

FEDERAL POWER COMMISSION

23925

U. S. GOVERNMENT PRINTING OFFICE 16—6487-1

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Frederick Stueck, William R. Connole and Arthur Kline.

In the Matter of

Idaho Power Company

Project No. 1971

Department of Interior

ORDER EXTENDING TIME FOR COMPLETION OF CONSTRUCTION

(Issued January 9, 1959)

Applications were filed on November 3, and 17, 1958, respectively, by Idaho Power Company, licensee for major Project No. 1971, for an extension of the times specified in Article 28 of the license for the completion of construction of certain parts of the project works. Licensee requests that the dates for completion of the Brownlee unit and first circuit of the Oxbow-Brownlee transmission line be extended to February 15 and June 30, 1959, respectively.

Article 28, sub-paragraph (a), of the license provides for commencement of construction of the Brownlee unit within one year after the effective date of the license, and thereafter completion of that unit in 36 months.

Article 28, sub-paragraph (d), of the license, as amended, provides for completion of the Oxbow-Brownlee transmission line with one circuit in operation by December 1, 1958.

Licensee advises inter alia that the construction contract for the Brownlee unit was executed November 9, 1955, and construction of access roads and other work was commenced immediately thereafter; that petition of intervention to set aside the Commission's order approving general plans and design drawings were filed on December 5, 1955, and denied by Commission order of January 4, 1956; that construction of permanent project works began on January 1956, and has proceeded continuously with the exception of certain strike periods during which construction schedules were disrupted or delayed; that the Brownlee unit is nearing completion; that 2 of the 4 generating units are in service; that the third unit is scheduled for service in December 1958 and the fourth unit in late January 1959; and that the work remaining to be completed is being carried out diligently in the interest of economy and to avoid unnecessary project cost. The 36-month construction period expires in January 1959.

23925

Licensee reports further that construction of the Oxbow-Brownlee transmission line structures is now virtually completed. However, because of transmission requirements elsewhere on the company's system and the delay in the pending proceedings concerning sections of the Licensee's project transmission program (Oxbow-Lewiston connection), the stringing crews have continued their assignment so that other essential work could be completed prior to commencement of the Oxbow-Brownlee stringing job. Licensee states that the first circuit of the Oxbow-Brownlee line will be completed for operation by June 30, 1959 and that a more efficient and economical construction program for system transmission facilities will result from the revised schedule.

The Commission finds:

Under the circumstances, it will not be incompatible with the public interest to grant extensions as hereinafter provided.

The Commission orders:

(A) Article 28, sub-paragraph (a), of the license for Project No. 1971 is amended as follows:

> (a) Commence construction of the Brownlee unit within one year of the effective date of this license, and shall thereafter in good faith and with due diligence prosecute such construction; and shall complete that unit by February 15, 1959.

(B) Article 28, sub-paragraph (d), of the license for Project No. 1971 as amended by Commission order dated May 2, 1958, is further amended as follows:

> (d) Begin the construction of the 230 kilovolt double circuit steel tower transmission line extending from the Oxbow power plant to the Brownlee power plant switchyard on or before May 1, 1958, and complete the line with one circuit in operation on or before June 30, 1959.

By the Commission.

22925

Joseph H. Gutride,
Secretary.

January 23, 1959

Mr. A. G. Inman, Attorney
% Idaho Power Company
Boise, Idaho

Re: Permit No's
R-905 and 23925

Dear Mr. Inman:

Following your yesterday's phone call regarding procedure in making Proofs of Completion of Works and Application of Water to Beneficial Use on the above numbered permits, forms are enclosed for that purpose.

In the case of these two permits, one for storage of water and the other for diversion and use and where both proofs are being made simultaneously, it seems to me that as a practical or logical matter, the notice for publication can be combined. The state's printed forms for publication of notices will need some adaptation for a combined notice inasmuch as they are designed for either the Completion of Works Proof or Beneficial Use Proof. This I am sure you can satisfactorily prepare.

Two sets of forms for making these proofs are enclosed. Form 8 is the Notice For Publication on a Completion of Works Proof. This office requires only the originals of proof papers.

Sincerely yours,

GEO. N. CARTER
State Reclamation Engineer

GNC/lw
Enclosures:
(2) Form 8
(1) Form 11
(1) Form 15-R
(2) Form 14-R
(2) Form 16
(4) Form 17
(1) - Complete set for Applicant's File

23925

IDAHO POWER COMPANY

BOISE, IDAHO

October 28, 1958

OCT 29 1958
Department of Reclamation

State Reclamation Engineer
State Capitol Building
Boise, Idaho

Dear Sir:

Pursuant to the provisions of Section 42-207, Idaho Code, I am enclosing herewith for filing in your office a copy of this Company's Eleventh Supplemental Indenture, dated as of October 15, 1958, under our Mortgage and Deed of Trust dated as of October 1, 1937, made by the Company to Bankers Trust Company and J C Kennedy (successor to R G Page), as Trustees. Previously we filed with you, on May 17, 1947, copies of our Mortgage and Deed of Trust and First, Second and Third Supplemental Indentures thereto; on May 24, 1948, a copy of our Fourth Supplemental Indenture thereto; on November 28, 1949, a copy of our Fifth Supplemental Indenture thereto; on November 7, 1951, a copy of our Sixth Supplemental Indenture; on February 8, 1957, a copy of our Seventh Supplemental Indenture; on August 15, 1957, a copy of our Eighth Supplemental Indenture; on January 3, 1958, a copy of our Ninth Supplemental Indenture; and on April 21, 1958, a copy of our Tenth Supplemental Indenture thereto.

Very truly yours,

A C Inman
Secretary

ACI:mlm
Encl

cc: Bankers Trust Company
Hawley & Hawley

23925

[CONFORMED COPY]

RECEIVED
OCT 21 1958
Department of Reclamation

IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

J. C. KENNEDY,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Eleventh Supplemental Indenture

Dated as of October 15, 1958.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

23925

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

G. R. INCE, being first duly sworn, upon oath, deposes and says:

That he is an officer, to-wit, Assistant Vice President, of Bankers Trust Company, a corporation; that the printed Eleventh Supplemental Indenture, dated as of October 15, 1958, by Idaho Power Company to Bankers Trust Company and J C Kennedy, as Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937, to which this affidavit is attached, is a full, true and correct copy of the original Eleventh Supplemental Indenture aforesaid.

Dated at New York City, New York, this 22nd day of October, 1958.

G. R. Ince

Subscribed and sworn to before me this 22nd day of October, 1958.

John E. Galligan Jr.
Notary Public

(NOTARIAL SEAL)

JOHN E. GALLIGAN, JR.
NOTARY PUBLIC, State of New York
No. 41-1364550
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1959

23925

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* This table of contents shall not have any bearing upon the interpretation of this Supplemental Indenture.

SUPPLEMENTAL INDENTURE, dated as of the 15th day of October, 1958, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and J. C. Kennedy of 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the "Individual Trustee"), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture dated as of July 1, 1939, a Second Supplemental Indenture dated as of November 15, 1943, a Third Supplemental Indenture dated as of February 1, 1947, a Fourth Supplemental Indenture dated as of May 1, 1948, a Fifth Supplemental Indenture dated as of November 1, 1949, a Sixth Supplemental Indenture dated as of October 1, 1951, a Seventh Supplemental Indenture dated as of January 1, 1957, an Eighth Supplemental Indenture dated as of July 15, 1957, a Ninth Supplemental Indenture dated as of November 15, 1957, and a Tenth Supplemental Indenture dated as of April 1, 1958, each supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustees (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

WHEREAS, the Original Indenture and said Supplemental Indentures have each been recorded in the records of the County of Elko, Nevada; the

counties of Baker, Harney, Malheur and Union, Oregon; and the counties of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Camas, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, Bonds have heretofore been issued, under and in accordance with the terms of the Indenture, in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3¾% Series due 1967", all of which have been paid; and in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3⅛% Series due 1973", in the aggregate principal amount of Five Million Dollars ($5,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1977", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 3% Series due 1978", in the aggregate principal amount of Twelve Million Dollars ($12,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1979", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 3¼% Series due 1981", in the aggregate principal amount of Twenty Million Dollars ($20,000,000) of a series designated "First Mortgage Bonds, 4½% Series due 1987", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 4¾% Series due 1987", and in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 4% Series due April 1988", all of which are outstanding at the date hereof; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly determined to make, execute and deliver to the Trustees this Eleventh Supplemental Indenture for the purposes herein provided, including the issuance of a tenth series of Bonds under the Indenture, in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), to be designated

as "First Mortgage Bonds, 4½% Series due October 1988" (herein called the "4½% Bonds of October 1988 Series"); and

WHEREAS, it is now desired, for the purpose of more effectually carrying out the purposes of the Original Indenture, to confirm specifically the subjection to the lien thereof of certain property acquired by the Company in addition to the property specifically described in the Original Indenture and in said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Ninth and Tenth Supplemental Indentures; and

WHEREAS, all things necessary to make said 4½% Bonds of October 1988 Series, when duly authenticated by the Corporate Trustee and issued by the Company, valid and legally binding obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid and legally binding instrument for the security thereof, have been performed, and the execution and delivery of this Eleventh Supplemental Indenture and the issue of said Bonds as in this Eleventh Supplemental Indenture provided have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has duly executed and delivered to the Trustees this Eleventh Supplemental Indenture and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto J. C. Kennedy and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees as aforesaid, and to their successor or successors in said trust, and to them and their successors, heirs

and assigns forever, all and singular the following described properties, rights and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The Oxbow-Brownlee transmission line extending from the Oxbow hydro-electric development in Baker County, Oregon, in a southerly direction to the Brownlee hydro-electric development in Adams County, Idaho.

2. A transmission line extending in a northerly direction from the Pocatello Service substation in Bannock County, Idaho, to the Alameda substation in Bannock County, Idaho.

3. Those certain substations, transformer stations and equipment as now installed at the following locations: The Alameda substation in Bannock County, Idaho; the Indian Cove substation in Owyhee County, Idaho; the Falls substation in Power County, Idaho; the Amsterdam substation in Twin Falls County, Idaho.

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is not intended herein or hereby to include in or subject to the lien of the Indenture, and the granting clauses hereof shall not be deemed to apply to, (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes or accounts receivable,

contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of the Indenture shall have occurred and be continuing and either or both of the Trustees, or a receiver or trustee, shall have entered upon or taken possession of the mortgaged and pledged property, or (2) in any case, unless specifically subjected to the lien thereof, any bonds, notes, evidences of indebtedness, shares of stock, or other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of the Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever;

IN TRUST, NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Original Indenture, as amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Supplemental Indentures and this Eleventh Supplemental Indenture.

And it is hereby covenanted, declared and decreed by and between the parties hereto, for the benefit of those who shall hold the Bonds and interest coupons, or any of them, issued and to be issued under the Indenture, as follows:

ARTICLE I.

Description of 4½% Bonds of October 1988 Series.

SECTION 1. The tenth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be 4½% Bonds of October 1988 Series, designated as "First Mortgage Bonds, 4½% Series due October 1988" of the Company. The 4½% Bonds of October 1988 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, except in so far as the terms and provisions of the Original Indenture have been or are amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Supplemental Indentures or by this Eleventh Supplemental Indenture.

4½% Bonds of the October 1988 Series shall mature on October 15, 1988 and shall be issued as coupon Bonds in the denomination of $1,000, registerable as to principal, and as fully registered Bonds in denominations of $1,000 and $10,000 and in any multiple of $10,000, and in any other multiple or multiples of $1,000 authorized by the President, Vice-President or Treasurer of the Company; they shall bear interest, payable semi-annually on April 15 and October 15 of each year, at the rate of four and one-half per centum (4½%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the 4½% Bonds of October 1988 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin

or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon 4½% Bonds of October 1988 Series shall be dated as of October 15, 1958 and fully registered 4½% Bonds of October 1988 Series shall be dated as in Section 10 of the Original Indenture provided.

The 4½% Bonds of October 1988 Series, in definitive form, shall be, at the option of the Company, fully engraved or shall be lithographed or printed on steel engraved borders or shall be partially lithographed or printed and partially engraved on steel engraved borders.

4½% Bonds of October 1988 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interests to such date of redemption:

106.00%		to	and	including	October	14, 1959;
106.00%	thereafter,	"	"	"	"	" 1960;
106.00%	thereafter,	"	"	"	"	" 1961;
106.00%	thereafter,	"	"	"	"	" 1962;
106.00%	thereafter,	"	"	"	"	" 1963;
103.73%	thereafter,	"	"	"	"	" 1964;
103.57%	thereafter,	"	"	"	"	" 1965;
103.42%	thereafter,	"	"	"	"	" 1966;
103.26%	thereafter,	"	"	"	"	" 1967;
103.11%	thereafter,	"	"	"	"	" 1968;
102.95%	thereafter,	"	"	"	"	" 1969;
102.80%	thereafter,	"	"	"	"	" 1970;
102.64%	thereafter,	"	"	"	"	" 1971;
102.49%	thereafter,	"	"	"	"	" 1972;
102.33%	thereafter,	"	"	"	"	" 1973;
102.18%	thereafter,	"	"	"	"	" 1974;
102.02%	thereafter,	"	"	"	"	" 1975;
101.87%	thereafter,	"	"	"	"	" 1976;

101.71%	thereafter,	to	and	including	October	14,	1977;
101.56%	thereafter,	"	"	"	"	"	1978;
101.40%	thereafter,	"	"	"	"	"	1979;
101.25%	thereafter,	"	"	"	"	"	1980;
101.09%	thereafter,	"	"	"	"	"	1981;
100.94%	thereafter,	"	"	"	"	"	1982;
100.78%	thereafter,	"	"	"	"	"	1983;
100.63%	thereafter,	"	"	"	"	"	1984;
100.47%	thereafter,	"	"	"	"	"	1985;
100.32%	thereafter,	"	"	"	"	"	1986;
100.16%	thereafter,	"	"	"	"	"	1987; and
100.00%	thereafter, to maturity;						

or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and provided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

100%		to	and	including	October	14,	1959;
100%	thereafter,	"	"	"	"	"	1960;
100%	thereafter,	"	"	"	"	"	1961;
100%	thereafter,	"	"	"	"	"	1962;
100%	thereafter,	"	"	"	"	"	1963;
100%	thereafter,	"	"	"	"	"	1964;
100%	thereafter,	"	"	"	"	"	1965;
100%	thereafter,	"	"	"	"	"	1966;
100%	thereafter,	"	"	"	"	"	1967;
100%	thereafter,	"	"	"	"	"	1968;
100%	thereafter,	"	"	"	"	"	1969;
100%	thereafter,	"	"	"	"	"	1970;
100%	thereafter,	"	"	"	"	"	1971;
100%	thereafter,	"	"	"	"	"	1972;
100%	thereafter,	"	"	"	"	"	1973;
100%	thereafter,	"	"	"	"	"	1974;
100%	thereafter,	"	"	"	"	"	1975;

100% thereafter, to and including October 14, 1976;
100% thereafter, " " " " " 1977;
100% thereafter, " " " " " 1978;
100% thereafter, " " " " " 1979;
100% thereafter, " " " " " 1980;
100% thereafter, " " " " " 1981;
100% thereafter, " " " " " 1982;
100% thereafter, " " " " " 1983;
100% thereafter, " " " " " 1984;
100% thereafter, " " " " " 1985;
100% thereafter, " " " " " 1986;
100% thereafter, " " " " " 1987; and
100% thereafter, to maturity.

If all the 4½% Bonds of October 1988 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon 4½% Bonds of October 1988 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered 4½% Bonds of October 1988 Series, upon surrender thereof for cancellation at said office or agency of the Company

together with a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered Bonds of the same series of other authorized denominations. 4½% Bonds of October 1988 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon 4½% Bonds of October 1988 Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered 4½% Bonds of October 1988 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon 4½% Bonds of October 1988 Series, the coupons to be attached thereto, and the fully registered 4½% Bonds of October 1988 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until 4½% Bonds of October 1988 Series in definitive form are ready for delivery, the Company may execute, and upon its request

in writing the Corporate Trustee shall authenticate and deliver, in lieu thereof, 4½% Bonds of October 1988 Series in temporary form, as provided in Section 15 of the Original Indenture.

ARTICLE II.

Issue of 4½% Bonds of October 1988 Series.

SECTION 5. 4½% Bonds of October 1988 Series for the aggregate principal amount of Fifteen Million Dollars ($15,000,000) may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, pursuant to and upon compliance with the provisions of Article V, Article VI or Article VII of the Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 6. That all the terms, conditions, provisos, covenants and provisions contained in the Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes of the Indenture) the Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

SECTION 7. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien thereof; that it had or has, at the respective times of execution and delivery of the Original Indenture, the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Supplemental Indentures and this Eleventh Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the 4½% Bonds of October 1988 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 8. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1958, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

ARTICLE IV.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented by this Eleventh Supplemental Indenture, and in this Eleventh Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eleventh Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE V.

Miscellaneous Provisions.

All terms contained in this Eleventh Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or a Vice-President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice President and its corporate seal to be attested by an Assistant Secretary, and J. C. KENNEDY, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his

seal, each on the date hereinafter acknowledged, as of the day and year first above written.

IDAHO POWER COMPANY

By J. H. ROGERS
Vice-President

Attest:

[CORPORATE SEAL]

A. C. INMAN
Secretary

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

G. MAIER
G. MAIER

N. ROBERTSON
N. ROBERTSON

23925

BANKERS TRUST COMPANY

By W. MCKINLEY
Vice President

Attest:

WALTER L. JONES
Assistant Secretary

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

[CORPORATE SEAL]

G. MAIER
G. MAIER

N. ROBERTSON
N. ROBERTSON

J. C. KENNEDY
J. C. KENNEDY (L. S.)

Executed, sealed and delivered by J. C. KENNEDY, in the presence of:

G. MAIER
G. MAIER

N. ROBERTSON
N. ROBERTSON

[SEAL]

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

On the 17th day of October, in the year 1958, before me personally came J. H. ROGERS, to me known, who, being by me duly sworn, did depose and say that he resides at 2501 West Bannock Street, Boise, Idaho; that he is a Vice-President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said J. H. ROGERS, having personally appeared and known to me to be a Vice-President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

JOHN E. GALLIGAN, JR.

JOHN E. GALLIGAN, JR.
NOTARY PUBLIC, State of New York
No. 41-1364550
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1959

[SEAL]

23925

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

On the 17th day of October, in the year 1958, before me personally came W. McKINLEY, to me known, who, being by me duly sworn, did depose and say that he resides at 414 East 52nd Street, New York 22, N. Y.; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said W. McKINLEY, having personally appeared and known to me to be a Vice President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

JOHN E. GALLIGAN, JR.

JOHN E. GALLIGAN, JR.
NOTARY PUBLIC, State of New York
No. 41-1364550
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1959

[SEAL]

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

On this 17th day of October, in the year 1958, before me, JOHN E. GALLIGAN, JR., a Notary Public in and for the State of New York in the County of New York, personally appeared and came J. C. KENNEDY, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

JOHN E. GALLIGAN, JR.

JOHN E. GALLIGAN, JR.
NOTARY PUBLIC, State of New York
No. 41-1364550
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1959

[SEAL]

23925

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

J. H. ROGERS, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice-President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

J. H. ROGERS

J. H. ROGERS

Subscribed and sworn to before me }
this 17th day of October, 1958. }

JOHN E. GALLIGAN, JR.

JOHN E. GALLIGAN, JR.
NOTARY PUBLIC, State of New York
No. 41-1364550
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1959

[SEAL]

23925

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

W. McKINLEY, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

W. McKINLEY

W. McKINLEY

Subscribed and sworn to before me }
this 17th day of October, 1958. }

JOHN E. GALLIGAN, JR.

JOHN E. GALLIGAN, JR.
NOTARY PUBLIC, State of New York
No. 41-1364550
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1959

[SEAL]

23925

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

J. C. KENNEDY, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

J. C. KENNEDY

J. C. KENNEDY

Subscribed and sworn to before me this 17th day of October, 1958.

JOHN E. GALLIGAN, JR.

JOHN E. GALLIGAN, JR.
NOTARY PUBLIC, State of New York
No. 41-1364550
Qualified in Queens County
Certificate filed in New York County
Commission expires March 30, 1959

[SEAL]

23925

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Frederick Stueck, William R. Connole and Arthur Kline.

In the Matter of	)	
	)	Project No. 1971
Idaho Power Company	)	

ORDER EXTENDING TIME FOR FILING EXHIBITS

(Issued September 29, 1958)

On August 18, 1958, Idaho Power Company, licensee for Project No. 1971, filed a request for a further extension of time in order to file revised Exhibits F and K for the Brownlee unit of the project.

Article 31 of the license as amended by Commission order issued October 10, 1957, provides that the licensee shall file Exhibits F and K for the Brownlee unit by September 15, 1958.

According to the licensee, the Exhibit K maps are presently being prepared and cannot be finally prepared, reviewed, and filed prior to the September 15 filing date.

The Commission finds:

It will not be inconsistent with the public interest to grant an extension of time within which to file Exhibits F and K for the project as hereinafter provided.

The Commission orders:

The time within which the licensee for the Project No. 1971 shall file revised Exhibits F and K is extended to December 15, 1958.

By the Commission.

23925

Michael J. Ferrell,
Acting Secretary.

Form No F. C.-18

INCLOSURE No 82990

FROM

FEDERAL POWER COMMISSION

U. S. GOVERNMENT PRINTING OFFICE 16—6467-1

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

OCT 2 1958
Department of Reclamation

Before Commissioners: Jerome K. Kuykendall, Chairman; Frederick Stueck, William R. Connole and Arthur Kline.

In the Matter of)
) Project No. 1971
Idaho Power Company)

ORDER EXTENDING TIME FOR FILING EXHIBITS

(Issued September 29, 1958)

On August 18, 1958, Idaho Power Company, licensee for Project No. 1971, filed a request for a further extension of time in order to file revised Exhibits F and K for the Brownlee unit of the project.

Article 31 of the license as amended by Commission order issued October 10, 1957, provides that the licensee shall file Exhibits F and K for the Brownlee unit by September 15, 1958.

According to the licensee, the Exhibit K maps are presently being prepared and cannot be finally prepared, reviewed, and filed prior to the September 15 filing date.

The Commission finds:

It will not be inconsistent with the public interest to grant an extension of time within which to file Exhibits F and K for the project as hereinafter provided.

The Commission orders:

The time within which the licensee for the Project No. 1971 shall file revised Exhibits F and K is extended to December 15, 1958.

By the Commission.

Michael J. Farrell,
Acting Secretary.

23925

Forwarded 23925

ADDRESS ALL COMMUNICATIONS
TO THE SECRETARY

FEDERAL POWER COMMISSION
WASHINGTON 25

RECEIVED
MAY 19 1958
Department of Reclamation

Project No. 1971
Idaho Power Company

MAY 14 1958

Department of Reclamation
State House
Boise, Idaho

Gentlemen:

Enclosed for your information is a copy of Instrument No. 7 of the license for Project No. 1971, issued to the Idaho Power Company.

Very truly yours,

J. H. Gutride
Secretary

Enclosure No. 82990
Copy of Instrument No. 7

23925

Form No. F P. C.-18

INCLOSURE Nº 99417

FROM

FEDERAL POWER COMMISSION

23425 U. S. GOVERNMENT PRINTING OFFICE 16—6487-1

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Seaborn L. Digby, Frederick Stueck, William R. Connole and Arthur Kline.

In the Matter of)
) Project No. 1971
Idaho Power Company)

RECEIVED
MAY 19 1958
Department of Reclamation

ORDER AUTHORIZING FILLING OF BROWNLEE RESERVOIR

(Issued April 10, 1958)

By order issued February 12, 1958 the Commission prescribed certain fish facilities for Project No. 1971 and paragraph (B) of the order provided that Idaho Power Company (Licensee) shall not commence filling the Brownlee reservoir until authorized to do so by further order of the Commission.

The Licensee, by letter of February 8, 1958, submitted a proposed program for filling the Brownlee reservoir. The filling program submitted by Licensee provides for the passage of a minimum of 5000 cfs during the entire time of filling the Brownlee reservoir and for the passage of downstream migrants until the fish barrier and collecting facilities are in operation. During the filling period the downstream migrants will pass successively through the diversion tunnel bulkhead ports, the flood control outlets, and over the spillway as the reservoir level rises. The filling is to begin about May 1, 1958. Upon the basis of a median year the reservoir will be filled by the middle of July. Latest measurements of the snow pack in the Snake River basin indicate that filling may be somewhat earlier than this. Anchors for the barrier cables will be placed before their locations are submerged. Assembly of the barrier is scheduled to start about May 20 with completion and placement anticipated in July or August. The collection facilities are to be completed by the same time. Licensee anticipates that the first turbine will go into operation at sometime between the first of August and the middle of September.

The Licensee's proposed filling program was submitted to the Idaho Department of Fish and Game, the Fish and Game Commissions of the State of Oregon, and the Secretary of the Interior for comments and recommendations. Comments on the proposed program were received from the Idaho Department of Fish and Game by letter of March 4, 1958, from the Oregon State Game Commission and the Fish Commission of Oregon by letters dated March 5, 1958, and from the Department of the Interior by letter of March 14, 1958. The State and Federal agencies were in general accord with the program submitted by Licensee subject to certain conditions which were of a similar nature in the several letters. The principal modification provided for a minimum of 1000 cfs to be passed through any one opening as the reservoir is being filled; other comments were of a clarifying nature with respect to the program submitted.

23925

By application filed March 24, 1958 the Licensee has requested that the Commission authorize the filling of the Brownlee reservoir in accordance with its program submitted February 8, 1958, subject to the conditions recommended by the aforesaid State and Federal fish and game agencies.

The Commission finds:

It is consistent with the public interest that the Licensee for Project No. 1971 be authorized to fill the Brownlee reservoir, as hereinafter provided.

The Commission orders:

(A) The Licensee for Project No. 1971 is hereby authorized and directed to fill the Brownlee reservoir in accordance with its program submitted by letter of February 8, 1958, subject to the following conditions:

(i) During the process of closing the diversion tunnel and the flood control and spillway gates, not less than 5000 cfs is to be permitted to pass the dam at all times;

(ii) The second bulkhead to close the diversion tunnel is not to be dropped into place until there is sufficient head in the reservoir to permit the passage of at least 5000 cfs through the ports in the bulkheads to be placed in the diversion tunnel;

(iii) The flood control gates are to remain closed and the diversion tunnel is to continue passing at least 5000 cfs until there is sufficient head in the reservoir to pass a minimum of 1000 cfs through one of the flood control outlets; not less than 1000 cfs will be permitted to pass through any of the flood control outlets at any time until they are closed in accordance with condition (iv) below;

(iv) The spillway gates are to remain closed and the flood control outlets will continue passing 5000 cfs until there is sufficient head on the spillway gates to pass 1000 cfs through one spillway gate opening; continued filling of the reservoir is to be done in such a manner that not less than 1000 cfs will be passing through any one of the spillway gate openings at any time;

(v) During the filling of the reservoir, the Licensee shall comply with minor modifications in the filling schedule as may be requested by the Fish and Wildlife Service, for the Secretary of the Interior, and the Fish and Game agencies of the States of Idaho and Oregon, in the interest of fish conservation;

(vi) No operation of the turbines at the dam is to be permitted until after the forebay net barrier and appurtenant facilities for downstream passage of fish are completed and in operation;

(vii) Adequate spill over the spillway will continue for not less than 30 days after the forebay net barrier is in operation to permit egress to those downstream migrants between the barrier and the dam; and

(viii) The flow through the Brownlee diversion tunnel shall continue until the Snake River at the Oxbow dam site has been closed to upstream fish passage.

(B) This order shall become final 30 days from the date of its issuance unless application for rehearing shall be filed as provided in Section 313 (a) of the Federal Power Act, and failure to file such an application shall constitute acceptance of this order.

By the Commission.

Joseph H. Gutride,
Secretary.

23925

IDAHO POWER COMPANY

BOISE, IDAHO

April 21, 1958

RECEIVED
APR 23 1958
Department of Reclamation

File

State Reclamation Engineer
State Capitol Building
Boise, Idaho

Dear Sir:

Pursuant to the provisions of Section 42-207, Idaho Code, I am enclosing herewith for filing in your office a copy of this Company's Tenth Supplemental Indenture, dated as of April 1, 1958, under our Mortgage and Deed of Trust dated as of October 1, 1937, made by the Company to Bankers Trust Company and J C Kennedy (successor to R G Page), as Trustees. Previously we filed with you, on May 17, 1947, copies of our Mortgage and Deed of Trust and First, Second and Third Supplemental Indentures thereto; on May 24, 1948, a copy of our Fourth Supplemental Indenture thereto; on November 28, 1949, a copy of our Fifth Supplemental Indenture thereto; on November 7, 1951, a copy of our Sixth Supplemental Indenture; on February 8, 1957, a copy of our Seventh Supplemental Indenture; on August 15, 1957, a copy of our Eighth Supplemental Indenture; and on January 3, 1958, a copy of our Ninth Supplemental Indenture thereto.

Very truly yours,

A. C. Inman

A C Inman
Secretary

ACI:mlm
Encl

cc: Bankers Trust Company
Hawley & Hawley

23925

IDAHO POWER COMPANY

RECEIVED
APR 1958
Department of Reclamation

TO

BANKERS TRUST COMPANY

AND

J. C. KENNEDY,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Tenth Supplemental Indenture

Dated as of April 1, 1958.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

23925

STATE OF NEW YORK)
)ss
COUNTY OF NEW YORK)

WALTER L. JONES, being first duly sworn, upon oath, deposes and says:

That he is an officer, to-wit, an Assistant Secretary, of Bankers Trust Company, a corporation; that the printed Tenth Supplemental Indenture, dated as of April 1, 1958, by Idaho Power Company to Bankers Trust Company and J C Kennedy, as Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937, to which this affidavit is attached, is a full, true and correct copy of the original Tenth Supplemental Indenture aforesaid.

Dated at New York City, New York, this 17th day of April, 1958.

Walter L. Jones
WALTER L. JONES

Subscribed and sworn to before me this 17th day of April, 1958.

William M. McLaughlin
Notary Public

(NOTARIAL SEAL)

[illegible]
NOTARY [illegible] New York
[illegible]
[illegible] County
[illegible] County
[illegible] 1930

23925

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* This table of contents shall not have any bearing upon the interpretation of this Supplemental Indenture.

SUPPLEMENTAL INDENTURE, dated as of the 1st day of April 1958, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and J. C. Kennedy of 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the "Individual Trustee"), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture dated as of July 1, 1939, a Second Supplemental Indenture dated as of November 15, 1943, a Third Supplemental Indenture dated as of February 1, 1947, a Fourth Supplemental Indenture dated as of May 1, 1948, a Fifth Supplemental Indenture dated as of November 1, 1949, a Sixth Supplemental Indenture dated as of October 1, 1951, a Seventh Supplemental Indenture dated as of January 1, 1957, an Eighth Supplemental Indenture dated as of July 15, 1957, and a Ninth Supplemental Indenture dated as of November 15, 1957, each supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustees (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

WHEREAS, the Original Indenture and said Supplemental Indentures have each been recorded in the records of the County of Elko, Nevada; the counties of Baker, Harney, Malheur and Union, Oregon; and the counties of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Camas, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, Bonds have heretofore been issued, under and in accordance with the terms of the Indenture, in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3¾% Series due 1967", all of which have been paid; and in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3⅛% Series due 1973", in the aggregate principal amount of Five Million Dollars ($5,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1977", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 3% Series due 1978", in the aggregate principal amount of Twelve Million Dollars ($12,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1979", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 3¼% Series due 1981", in the aggregate principal amount of Twenty Million Dollars ($20,000,000) of a series designated "First Mortgage Bonds, 4½% Series due 1987", and in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 4¾% Series due 1987", all of which are outstanding at the date hereof; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly determined to make, execute and deliver to the Trustees this Tenth Supplemental Indenture for the purposes herein provided, including the issuance of a ninth series of Bonds under

the Indenture, in the aggregate principal amount of Ten Million Dollars ($10,000,000), to be designated as "First Mortgage Bonds, 4% Series due April 1988" (herein called the "4% Bonds of April 1988 Series"); and

WHEREAS, it is now desired, for the purpose of more effectually carrying out the purposes of the Original Indenture, to confirm specifically the subjection to the lien thereof of certain property acquired by the Company in addition to the property specifically described in the Original Indenture and in said First, Second, Third, Fourth, Fifth, Sixth, Seventh and Ninth Supplemental Indentures; and

WHEREAS, all things necessary to make said 4% Bonds of April 1988 Series, when duly authenticated by the Corporate Trustee and issued by the Company, valid and legally binding obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid and legally binding instrument for the security thereof, have been performed, and the execution and delivery of this Tenth Supplemental Indenture and the issue of said Bonds as in this Tenth Supplemental Indenture provided have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has duly executed and delivered to the Trustees this Tenth Supplemental Indenture and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign,

transfer, mortgage, pledge, set over and confirm unto J. C. Kennedy and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees as aforesaid, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the following described properties, rights and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The Oxbow hydro-electric development situated in Township 19 North, Range 4 West, Boise Meridian, in Adams County, Idaho, and Township 7 South, Range 48 East, Willamette Meridian, in Baker County, Oregon, in Snake River, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, substations, buildings and other structures and facilities, and construction work in progress, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection therewith, and all water rights, reservoir rights, flowage rights, flooding rights, water appropriations, permits and licenses, and rights to the storage and use of water, including water rights now or hereafter acquired by actual application of water to beneficial use.

2. The American Falls substation tie line, extending from the American Falls power plant in Power County, Idaho, in a southeasterly direction to the Brady transmission substation in Power County, Idaho.

3. The Twin Falls-Eastgate transmission line, extending in a southwesterly direction from a point on the Thousand Springs-Shoshone Falls transmission line in Twin Falls County, Idaho, to the Eastgate substation in Twin Falls County, Idaho.

4. The American Falls-Deen transmission line, extending in a northerly direction from a point on the American Falls-Aberdeen-Pleasant Valley transmission line in Power County, Idaho, to the Deen substation in Power County, Idaho.

5. The Michaud Pumping Plant transmission line, extending in a northerly direction from the American Falls power plant in Power County, Idaho, to the US Bureau of Reclamation Michaud pumping plant in Power County, Idaho.

6. The Glenns Ferry-Salt Lake Pipeline transmission line, extending in a northeasterly direction from a point on the Hagerman Valley-Boise Bench transmission line in Elmore County, Idaho, to the Glenns Ferry Pipeline substation in Elmore County, Idaho.

7. A transmission tie line, extending in a southerly direction from a point on the Gypsum-Oxbow transmission line in Adams County, Idaho, to the Brownlee hydro-electric development switchyard in Adams County, Idaho.

8. The Murtaugh-Salt Lake Pipeline transmission line, extending in a southerly direction from a point on the Eden-Wilson Butte-Milner transmission line in Twin Falls County, Idaho, to the Murtaugh Pipeline substation in Twin Falls County, Idaho.

9. Those certain substations, transformer stations and equipment as now installed at the following locations: the Halfway and Duke substations in Baker County, Oregon; the Glenns Ferry Pipeline substation in Elmore County, Idaho; the Murtaugh Pipeline substation in Twin Falls County, Idaho.

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the

Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is not intended herein or hereby to include in or subject to the lien of the Indenture, and the granting clauses hereof shall not be deemed to apply to, (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of the Indenture shall have occurred and be continuing and either or both of the Trustees, or a receiver or trustee, shall have entered upon or taken possession of the mortgaged and pledged property, or (2) in any case, unless specifically subjected to the lien thereof, any bonds, notes, evidences of indebtedness, shares of stock, or other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of the Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business.

To HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever;

IN TRUST, NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Original Indenture, as amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Supplemental Indentures and this Tenth Supplemental Indenture.

And it is hereby covenanted, declared and decreed by and between the parties hereto, for the benefit of those who shall hold the Bonds and interest coupons, or any of them, issued and to be issued under the Indenture, as follows:

ARTICLE I.

Description of 4% Bonds of April 1988 Series.

SECTION 1. The ninth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be 4% Bonds of April 1988 Series, designated as "First Mortgage Bonds, 4% Series due April 1988" of the Company. The 4% Bonds of April 1988 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, except in so far as the terms and provisions of the Original Indenture have been or are amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Supplemental Indentures or by this Tenth Supplemental Indenture.

4% Bonds of the April 1988 Series shall mature on April 1, 1988 and shall be issued as coupon Bonds in the denomination of $1,000, registerable as to principal, and as fully registered Bonds in denominations of $1,000 and $10,000 and in any multiple of $10,000, and in any other multiple or multiples of $1,000 authorized by the President, Vice-President or Treasurer of the Company; they shall bear interest, payable semi-annually on October 1 and April 1 of each year, at the rate of four per centum (4%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the 4% Bonds of April 1988 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York,

in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon 4% Bonds of April 1988 Series shall be dated as of April 1, 1958 and fully registered 4% Bonds of April 1988 Series shall be dated as in Section 10 of the Original Indenture provided.

The 4% Bonds of April 1988 Series, in definitive form, shall be, at the option of the Company, fully engraved or shall be lithographed or printed on steel engraved borders or shall be partially lithographed or printed and partially engraved on steel engraved borders.

4% Bonds of April 1988 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interests to such date of redemption:

105.50%		to	and	including	March	31, 1959;
105.50%	thereafter,	"	"	"	"	" 1960;
105.50%	thereafter,	"	"	"	"	" 1961;
105.50%	thereafter,	"	"	"	"	" 1962;
105.50%	thereafter,	"	"	"	"	" 1963;
103.32%	thereafter,	"	"	"	"	" 1964;
103.18%	thereafter,	"	"	"	"	" 1965;
103.04%	thereafter,	"	"	"	"	" 1966;
102.90%	thereafter,	"	"	"	"	" 1967;
102.76%	thereafter,	"	"	"	"	" 1968;
102.63%	thereafter,	"	"	"	"	" 1969;
102.49%	thereafter,	"	"	"	"	" 1970;
102.35%	thereafter,	"	"	"	"	" 1971;
102.21%	thereafter,	"	"	"	"	" 1972;
102.07%	thereafter,	"	"	"	"	" 1973;
101.94%	thereafter,	"	"	"	"	" 1974;
101.80%	thereafter,	"	"	"	"	" 1975;
101.66%	thereafter,	"	"	"	"	" 1976;

101.52% thereafter, to and including March 31, 1977;
101.38% thereafter, " " " " " 1978;
101.25% thereafter, " " " " " 1979;
101.11% thereafter, " " " " " 1980;
100.97% thereafter, " " " " " 1981;
100.83% thereafter, " " " " " 1982;
100.69% thereafter, " " " " " 1983;
100.56% thereafter, " " " " " 1984;
100.42% thereafter, " " " " " 1985;
100.28% thereafter, " " " " " 1986;
100.14% thereafter, " " " " " 1987; and
100.00% thereafter, to maturity;

or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and provided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

100.00% to and including March 31, 1959;
100.00% thereafter, " " " " " 1960;
100.00% thereafter, " " " " " 1961;
100.00% thereafter, " " " " " 1962;
100.00% thereafter, " " " " " 1963;
100.00% thereafter, " " " " " 1964;
100.00% thereafter, " " " " " 1965;
100.00% thereafter, " " " " " 1966;
100.00% thereafter, " " " " " 1967;
100.00% thereafter, " " " " " 1968;
100.00% thereafter, " " " " " 1969;
100.00% thereafter, " " " " " 1970;
100.00% thereafter, " " " " " 1971;
100.00% thereafter, " " " " " 1972;
100.00% thereafter, " " " " " 1973;
100.00% thereafter, " " " " " 1974;
100.00% thereafter, " " " " " 1975;
100.00% thereafter, " " " " " 1976;

100.00% thereafter, to and including March 31, 1977;
100.00% thereafter, " " " " " 1978;
100.00% thereafter, " " " " " 1979;
100.00% thereafter, " " " " " 1980;
100.00% thereafter, " " " " " 1981;
100.00% thereafter, " " " " " 1982;
100.00% thereafter, " " " " " 1983;
100.00% thereafter, " " " " " 1984;
100.00% thereafter, " " " " " 1985;
100.00% thereafter, " " " " " 1986;
100.00% thereafter, " " " " " 1987; and
100.00% thereafter, to maturity.

If all the 4% Bonds of April 1988 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon 4% Bonds of April 1988 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered 4% Bonds of April 1988 Series, upon surrender thereof for cancellation at said office or agency of the Company together with a

written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered Bonds of the same series of other authorized denominations. 4% Bonds of April 1988 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon 4% Bonds of April 1988 Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered 4% Bonds of April 1988 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon 4% Bonds of April 1988 Series, the coupons to be attached thereto, and the fully registered 4% Bonds of April 1988 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until 4% Bonds of April 1988 Series in definitive form are ready for delivery, the Company may execute, and upon its

request in writing the Corporate Trustee shall authenticate and deliver, in lieu thereof, 4% Bonds of April 1988 Series in temporary form, as provided in Section 15 of the Original Indenture.

ARTICLE II.

Issue of 4% Bonds of April 1988 Series.

SECTION 5. 4% Bonds of April 1988 Series for the aggregate principal amount of Ten Million Dollars ($10,000,000) may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, pursuant to and upon compliance with the provisions of Article V, Article VI or Article VII of the Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 6. That all the terms, conditions, provisos, covenants and provisions contained in the Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes of the Indenture) the Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

SECTION 7. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien thereof; that it had or has, at the respective times of execution and delivery of the Original Indenture, the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Supplemental Indentures and this Tenth Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the % Bonds of April 1988 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 8. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1958, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

ARTICLE IV.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented

by this Tenth Supplemental Indenture, and in this Tenth Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Tenth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE V.

Miscellaneous Provisions.

All terms contained in this Tenth Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

In Witness Whereof, Idaho Power Company, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or a Vice-President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and Bankers Trust Company, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice President and its corporate seal to be attested by an Assistant Secretary, and J. C. Kennedy, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, each on the

date hereinafter acknowledged, as of the day and year first above written.

IDAHO POWER COMPANY

By J. H. ROGERS
Vice-President

Attest:

[CORPORATE SEAL]

A. C. INMAN
Secretary

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

T. L. KESSELMAN
T. L. KESSELMAN

B. A. FEENEY
B. A. FEENEY

BANKERS TRUST COMPANY

By W. MCKINLEY
Vice President

Attest:

WALTER L. JONES
Assistant Secretary

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

T. L. KESSELMAN
T. L. KESSELMAN

B. A. FEENEY
B. A. FEENEY

J. C. KENNEDY (L. S.)
J. C. KENNEDY (L. S.)

Executed, sealed and delivered by J. C. KENNEDY, in the presence of:

T. L. KESSELMAN
T. L. KESSELMAN

B. A. FEENEY
B. A. FEENEY

[SEAL]

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

On the 8th day of April, in the year 1958, before me personally came J. H. ROGERS, to me known, who, being by me duly sworn, did depose and say that he resides at 2501 West Bannock Street, Boise, Idaho; that he is a Vice-President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said J. H. ROGERS, having personally appeared and known to me to be a Vice-President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[SEAL]

23925

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

On the 8th day of April, in the year 1958, before me personally came W. McKINLEY, to me known, who, being by me duly sworn, did depose and say that he resides at 414 E. 52d Street, New York, New York; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said W. McKINLEY, having personally appeared and known to me to be a Vice President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[SEAL]

23925

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

On this 8th day of April, in the year 1958, before me, ARTHUR P. SULLIVAN, a Notary Public in and for the State of New York in the County of New York, personally appeared and came J. C. KENNEDY, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[SEAL]

23925

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

J. H. ROGERS, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice-President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

J. H. ROGERS

J. H. ROGERS

Subscribed and sworn to before me }
this 8th day of April, 1958. }

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[SEAL]

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

W. McKINLEY, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

W. McKINLEY

W. McKINLEY

Subscribed and sworn to before me }
this 8th day of April, 1958. }

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[SEAL]

23925

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

J. C. KENNEDY, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

J. C. KENNEDY

J. C. KENNEDY

Subscribed and sworn to before me }
this 8th day of April, 1958. }

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[SEAL]

23925

ADDRESS ALL COMMUNICATIONS
TO THE SECRETARY

FEDERAL POWER COMMISSION
WASHINGTON 25

Project No. 1971
Idaho Power Company

MAR 19 1958

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MAR 24 1958
Department of Reclamation

Department of Reclamation
State House
Boise, Idaho

Gentlemen:

Enclosed for your information is a copy of Instrument No. 6 of the license for Project No. 1971, issued to the Idaho Power Company.

Very truly yours,

J. H. Gutride
Secretary

Enclosure No. 82815
Copy of Instrument No. 6

Form No. F. P C.-18

INCLOSURE No 82815

FROM

FEDERAL POWER COMMISSION

U. S. GOVERNMENT PRINTING OFFICE 16—6487-1

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Seaborn L. Digby, Frederick Stueck, William R. Connole and Arthur Kline.

In the Matter of
Idaho Power Company } Project No. 1971

ORDER PRESCRIBING FISH FACILITIES

(Issued February 12, 1958)

The Idaho Power Company (Licensee), as the result of consultation and cooperation with the United States Fish and Wildlife Service, the Idaho Department of Fish and Game and the Fish and Game Commissions of the State of Oregon, has submitted general plans showing the functional design of fish facilities for the Brownlee and Oxbow developments pursuant to Article 35 of the license for Project No. 1971.

The Secretary of the Interior and the aforesaid Fish and Game agencies of the States of Idaho and Oregon have advised the Commission that they concur in the plans submitted by the Licensee, subject to such further reasonable modification of fish facilities as the Commission may hereafter prescribe upon their respective recommendations and provided that additional fish facilities may be prescribed pursuant to Article 35 of the license.

The general plans submitted by the Licensee show the functional design of a forebay net barrier with fish skimming and trapping devices at Brownlee dam for downstream migrants; upstream facilities at the Oxbow powerhouse and spillway; and facilities for transfer of anadromous fish runs from the Wildhorse River which will flow into the Oxbow pool. The facilities for transfer of fish from the Wildhorse River have been installed.

The Commission finds:

It is consistent with the public interest that fish facilities be prescribed for the Brownlee and Oxbow developments of Project No. 1971, pursuant to Article 35 of the license, as hereinafter provided.

The Commission orders:

(A) The Licensee for Project No. 1971 shall construct, operate, and maintain the following fish facilities subject to such reasonable

33925

modifications as the Commission may hereafter prescribe upon recommendation of the Secretary of the Interior, the Idaho Department of Fish and Game, and the Oregon Fish and Game Commissions:

(i) Forebay net barrier with fish skimming and trapping devices upstream from the Brownlee dam, generally as shown on drawings Nos. CV-83-023, CV-83-024, CV-83-021 and CV-83-022, together with suitable means of transporting downstream migrating fish from the traps of the facility for release below the lowermost dam when constructed or under construction pursuant to this license.

(ii) Upstream migrant facilities at the Oxbow powerhouse and spillway, generally as shown on drawings Nos. DC-83-011, DC-83-017, DC-83-025, and DC-83-201, together with suitable means for transporting upstream migrating fish from the traps of the facility for release above the Brownlee dam.

(iii) Facilities for transfer of anadromous fish runs from Wildhorse River, including fish trapping facilities, generally as shown on drawing No. 14559, sheets 1, 2 and 3.

(B) The Licensee shall proceed immediately with the construction of the facilities prescribed in sub-paragraph (i) of Paragraph (A) of this order and shall not commence filling the Brownlee reservoir until authorized to do so by further order of the Commission.

(C) Nothing herein shall be construed as full compliance with the provisions of Article 35 of the license for Project No. 1971.

(D) This order shall become final 30 days from the date of its issuance unless application for rehearing shall be filed as provided in Section 313 (a) of the Federal Power Act, and failure to file such an application shall constitute acceptance of this order.

By the Commission.

23925

Joseph H. Gutride,
Secretary.

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Seaborn L. Digby, Frederick Stueck, William R. Connole and Arthur Kline.

In the Matter of
Idaho Power Company } Project No. 1971

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Department of Reclamation

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9 3925

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By the Commission.

23925

Joseph H. Gutride,
Secretary.

IDAHO POWER COMPANY

BOISE, IDAHO

January 3, 1958

RECEIVED
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Department of Reclamation

State Reclamation Engineer
State Capitol Building
Boise, Idaho

Dear Sir:

Pursuant to the provisions of Section 42-207, Idaho Code, I am enclosing herewith for filing in your office a copy of this Company's Ninth Supplemental Indenture, dated as of November 15, 1957, under our Mortgage and Deed of Trust dated as of October 1, 1937, made by the Company to Bankers Trust Company and J C Kennedy (successor to R G Page), as Trustees. Previously we filed with you, on May 17, 1947, copies of our Mortgage and Deed of Trust and First, Second and Third Supplemental Indentures thereto; on May 24, 1948, a copy of our Fourth Supplemental Indenture thereto; on November 28, 1949, a copy of our Fifth Supplemental Indenture thereto; on November 7, 1951, a copy of our Sixth Supplemental Indenture; on February 8, 1957, a copy of our Seventh Supplemental Indenture; and on August 15, 1957, a copy of our Eighth Supplemental Indenture thereto.

Very truly yours,

A C Inman
Secretary

ACI:mb
Encl

cc: Bankers Trust Company
Hawley & Hawley

23925

[CONFORMED COPY]

IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

J. C. KENNEDY,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Ninth Supplemental Indenture

Dated as of November 15, 1957.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

23925

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

G R INCE, being first duly sworn, upon oath, deposes and says:

That he is an officer, to-wit, an Assistant Vice President, of Bankers Trust Company, a corporation; that the printed Ninth Supplemental Indenture, dated as of November 15, 1957, by Idaho Power Company to Bankers Trust Company and J C Kennedy, as Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937, to which this affidavit is attached, is a full, true and correct copy of the original Ninth Supplemental Indenture aforesaid.

Dated at New York City, New York, this 18th day of December, 1957.

G. R. Ince

G R Ince

Subscribed and sworn to before me this 18th day of December, 1957.

William M. McLaughlin

Notary Public

(NOTARIAL SEAL)

WILLIAM M. McLAUGHLIN
Notary Public, State of New York
No. 24-7813250
Qualified in [illegible] County
Cert. filed in [illegible]
Commission Expires [illegible]

23925

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JAN 6 1958
Department of Reclamation

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* This table of contents shall not have any bearing upon the interpretation of this Supplemental Indenture.

SUPPLEMENTAL INDENTURE, dated as of the 15th day of November, 1957, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and J. C. Kennedy of 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the "Individual Trustee"), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture dated as of July 1, 1939, a Second Supplemental Indenture dated as of November 15, 1943, a Third Supplemental Indenture dated as of February 1, 1947, a Fourth Supplemental Indenture dated as of May 1, 1948, a Fifth Supplemental Indenture dated as of November 1, 1949, a Sixth Supplemental Indenture dated as of October 1, 1951, a Seventh Supplemental Indenture dated as of January 1, 1957, and an Eighth Supplemental Indenture dated as of July 15, 1957, each supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustees (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

WHEREAS, the Original Indenture and said Supplemental Indentures have each been recorded in the records of the County of Elko,

Nevada; the counties of Baker, Harney, Malheur and Union, Oregon; and the counties of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Camas, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, Bonds have heretofore been issued, under and in accordance with the terms of the Indenture, in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3¾% Series due 1967", all of which have been paid; and in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3⅛% Series due 1973", in the aggregate principal amount of Five Million Dollars ($5,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1977", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 3% Series due 1978", in the aggregate principal amount of Twelve Million Dollars ($12,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1979", and in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 3¼% Series due 1981", and in the aggregate principal amount of Twenty Million Dollars ($20,000,000) of a series designated "First Mortgage Bonds, 4½% Series due 1987", all of which are outstanding at the date hereof; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly determined to make, execute and deliver to the Trustees this Ninth Supplemental Indenture for the purposes herein provided, including the issuance of an eighth series of Bonds under the Indenture, in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), to be designated as "First Mortgage Bonds, 4¾% Series due 1987" (herein called the "4¾% Bonds of 1987 Series"); and

WHEREAS, it is now desired, for the purpose of more effectually carrying out the purposes of the Original Indenture, to confirm specifically the subjection to the lien thereof of certain property acquired by the Company in addition to the property specifically described in the Original Indenture and in said First, Second, Third, Fourth, Fifth, Sixth and Seventh Supplemental Indentures; and

WHEREAS, all things necessary to make said 4¾% Bonds of 1987 Series, when duly authenticated by the Corporate Trustee and issued by the Company, valid and legally binding obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid and legally binding instrument for the security thereof, have been performed, and the execution and delivery of this Ninth Supplemental Indenture and the issue of said Bonds as in this Ninth Supplemental Indenture provided have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has duly executed and delivered to the Trustees this Ninth Supplemental Indenture and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto J. C. Kennedy and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees as aforesaid, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the

following described properties, rights and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The Brownlee hydro-electric development situated in Township 17 North, Range 5 West, Boise Meridian, in Washington and Adams Counties, Idaho, and Township 8 South, Range 47 East, Willamette Meridian, in Baker and Malheur Counties, Oregon, in Snake River, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, substations, buildings and other structures and facilities, and construction work in progress, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection therewith, and all water rights, reservoir rights, flowage rights, flooding rights, water appropriations, permits and licenses, and rights to the storage and use of water, including water rights now or hereafter acquired by actual application of water to beneficial use.

2. The Boise-Baker transmission line, extending from the Boise Bench substation in Ada County, Idaho, in a northwesterly direction to the Brownlee hydro-electric development in Washington County, Idaho, and to a tie point on the Quartz-La Grande transmission line in Baker County, Oregon.

3. The Brownlee-Halfway transmission line extending from the Brownlee hydro-electric development in Washington County, Idaho, in a westerly direction to a proposed substation near the town of Halfway in Baker County, Oregon.

4. The Crater Corner-Sterling-Pingree transmission line extending from a point known as Crater Corner, on the Aberdeen-Crater Substation transmission line in Bingham County, Idaho, in a northeasterly direction to a point on the Pingree-Cinder Substation transmission line in Bingham County, Idaho.

5. The Paul-Cemetery Road-American Falls transmission line extending from the Paul substation in Minidoka County, Idaho, in an easterly direction to the Brady switching station in Power County, Idaho.

6. The Heyburn Tap transmission line extending from a point on the Eden Junction-Paul-American Falls transmission line in Minidoka County, Idaho, in a southeasterly direction to the USBR Heyburn substation in Minidoka County, Idaho.

7. The Bliss-King Tap, a transmission line extending from the Bliss power plant in Gooding County, Idaho, in a southeasterly direction to the King substation in Gooding County, Idaho.

8. The Milner-Golden Valley transmission line extending from the Milner substation in Cassia County, Idaho, in a southeasterly direction to the Golden Valley substation in Cassia County, Idaho.

9. The Burley Tap, a transmission line extending from a point on the Milner-Golden Valley transmission line in Cassia County, Idaho, in a northeasterly direction to the Burley Rural substation in Cassia County, Idaho.

10. The Lava-Taber transmission line extending from the Lava substation in Bingham County, Idaho, in a westerly direction to the Taber substation in Bingham County, Idaho.

11. The Lake Substation Tap, a transmission line extending from a point on the Milner-Oakley transmission line in Cassia County, Idaho, in a westerly direction to the Lake substation in Cassia County, Idaho.

12. A certain transmission substation, known as the Brady (American Falls) switching station located in Power County, Idaho.

13. Those certain substations, transformer stations and equipment as now installed at the following locations: The Pine Creek substation in Baker County, Oregon; the Sterling substation in Bingham County, Idaho; the Butler substation in Ada County, Idaho; the Paul substation in Minidoka County, Idaho; the Taber substation in Bingham County, Idaho; the Jackson, Burley Rural and Lake substations in Cassia County, Idaho; the Salmon Falls Creek Pumping Plant and Eastgate substations in Twin Falls County, Idaho; the Deen substation in Power County, Idaho; the Crane Creek substation in Gem County, Idaho.

14. A microwave system with stations at the following locations: La Grande in Union County, Oregon; Boise and Bonneville Point,

near Boise in Ada County, Idaho; a location near the Brownlee hydro-electric development in Washington County, Idaho; King station and the Lower Salmon power plant in Gooding County, Idaho; Mountain Home in Elmore County, Idaho; Squaw Butte near the City of Emmett in Gem County, Idaho; Hansen Butte and Twin Falls in Twin Falls County, Idaho; Declo in Cassia County, Idaho; American Falls and the Don substation in Power County, Idaho.

15. That certain distribution system, with all branches and extentions thereof or therefrom, or connected therewith, as now or hereafter constructed or equipped, located in and near the town of Owyhee in Elko County, Nevada, and in Owyhee County, Idaho.

16. All franchises, grants, rights of way, easements, licenses, certificates, and other rights under which the Company's property, plants, lines and systems are or may be operated, including, but not limited to, the following:

(a) Franchise granted by the City of Nyssa, Malheur County, Oregon, Ordinance No. 366, on April 10, 1956, expires April 10, 1976.

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is not intended herein or hereby to include in or subject to the lien of the Indenture, and the granting clauses hereof shall not be deemed to apply to, (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes

or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of the Indenture shall have occurred and be continuing and either or both of the Trustees, or a receiver or trustee, shall have entered upon or taken possession of the mortgaged and pledged property, or (2) in any case, unless specifically subjected to the lien thereof, any bonds, notes, evidences of indebtedness, shares of stock, or other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of the Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever;

IN TRUST, NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Original Indenture, as amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Supplemental Indentures and this Ninth Supplemental Indenture.

And it is hereby covenanted, declared and decreed by and between the parties hereto, for the benefit of those who shall hold the Bonds and interest coupons, or any of them, issued and to be issued under the Indenture, as follows:

ARTICLE I.

Description of 4¾% Bonds of 1987 Series.

SECTION 1. The eighth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be 4¾% Bonds of 1987 Series, designated as "First Mortgage Bonds, 4¾%

Series due 1987" of the Company. The 4¾% Bonds of 1987 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, except in so far as the terms and provisions of the Original Indenture have been or are amended or modified by said First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Supplemental Indentures or by this Ninth Supplemental Indenture.

4¾% Bonds of 1987 Series shall mature on November 15, 1987 and shall be issued as coupon Bonds in the denomination of $1,000, registerable as to principal, and as fully registered Bonds in denominations of $1,000 and $10,000 and in any multiple of $10,000, and in any other multiple of $1,000 authorized by the Company (the execution by the Company of any Bond of a particular denomination to be conclusive evidence of such authorization); they shall bear interest, payable semi-annually on May 15 and November 15 of each year, at the rate of four and three-quarters per centum (4¾%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the 4¾% Bonds of 1987 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon 4¾% Bonds of 1987 Series shall be dated as of November 15, 1957 and fully registered 4¾% Bonds of 1987 Series shall be dated as in Section 10 of the Original Indenture provided.

The 4¾% Bonds of 1987 Series, in definitive form, shall be, at the option of the Company, fully engraved or shall be lithographed or printed on steel engraved borders or shall be partially lithographed or printed and partially engraved on steel engraved borders.

4¾% Bonds of 1987 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

107.86%		to	and	including	November 14,	1958;
107.86%	thereafter,	"	"	"	"	1959;
107.86%	thereafter,	"	"	"	"	1960;
107.86%	thereafter,	"	"	"	"	1961;
107.86%	thereafter,	"	"	"	"	1962;
105.27%	thereafter,	"	"	"	"	1963;
105.05%	thereafter,	"	"	"	"	1964;
104.83%	thereafter,	"	"	"	"	1965;
104.61%	thereafter,	"	"	"	"	1966;
104.39%	thereafter,	"	"	"	"	1967;
104.17%	thereafter,	"	"	"	"	1968;
103.95%	thereafter,	"	"	"	"	1969;
103.73%	thereafter,	"	"	"	"	1970;
103.51%	thereafter,	"	"	"	"	1971;
103.29%	thereafter,	"	"	"	"	1972;
103.08%	thereafter,	"	"	"	"	1973;
102.86%	thereafter,	"	"	"	"	1974;
102.64%	thereafter,	"	"	"	"	1975;
102.42%	thereafter,	"	"	"	"	1976;
102.20%	thereafter,	"	"	"	"	1977;
101.98%	thereafter,	"	"	"	"	1978;
101.76%	thereafter,	"	"	"	"	1979;
101.54%	thereafter,	"	"	"	"	1980;
101.32%	thereafter,	"	"	"	"	1981;
101.10%	thereafter,	"	"	"	"	1982;

100.88%	thereafter,	to	and	including	November 14,	1983;
100.66%	thereafter,	"	"	"	"	1984;
100.44%	thereafter,	"	"	"	"	1985;
100.22%	thereafter,	"	"	"	"	1986; and
100.00%	thereafter,	to	maturity;			

or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and provided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

101.61%		to	and	including	November 14,	1958;
101.59%	thereafter,	"	"	"	"	1959;
101.56%	thereafter,	"	"	"	"	1960;
101.53%	thereafter,	"	"	"	"	1961;
101.50%	thereafter,	"	"	"	"	1962;
101.47%	thereafter,	"	"	"	"	1963;
101.44%	thereafter,	"	"	"	"	1964;
101.41%	thereafter,	"	"	"	"	1965;
101.37%	thereafter,	"	"	"	"	1966;
101.34%	thereafter,	"	"	"	"	1967;
101.30%	thereafter,	"	"	"	"	1968;
101.26%	thereafter,	"	"	"	"	1969;
101.22%	thereafter,	"	"	"	"	1970;
101.17%	thereafter,	"	"	"	"	1971;
101.12%	thereafter,	"	"	"	"	1972;
101.08%	thereafter,	"	"	"	"	1973;
101.03%	thereafter,	"	"	"	"	1974;
100.97%	thereafter,	"	"	"	"	1975;
100.92%	thereafter,	"	"	"	"	1976;
100.86%	thereafter,	"	"	"	"	1977;
100.80%	thereafter,	"	"	"	"	1978;
100.73%	thereafter,	"	"	"	"	1979;
100.67%	thereafter,	"	"	"	"	1980;
100.60%	thereafter,	"	"	"	"	1981;

100.52% thereafter, to and including November 14, 1982;
100.45% thereafter, " " " " " 1983;
100.37% thereafter, " " " " " 1984;
100.28% thereafter, " " " " " 1985;
100.19% thereafter, " " " " " 1986; and
100.00% thereafter, to maturity.

If all the 4¾% Bonds of 1987 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon 4¾% Bonds of 1987 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered 4¾% Bonds of 1987 Series, upon surrender thereof for cancellation at said office or agency of the Company together with a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like

aggregate principal amount of fully registered Bonds of the same series of other authorized denominations. 4¾% Bonds of 1987 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon 4¾% Bond of 1987 Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered 4¾% Bonds of 1987 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon 4¾% Bonds of 1987 Series, the coupons to be attached thereto, and the fully registered 4¾% Bonds of 1987 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until 4¾% Bonds of 1987 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Corporate Trustee shall authenticate and deliver, in lieu thereof, 4¾% Bonds of 1987 Series in temporary form, as provided in Section 15 of the Original Indenture.

ARTICLE II.

Issue of 4¾% Bonds of 1987 Series.

SECTION 5. 4¾% Bonds of 1987 Series for the aggregate principal amount of Fifteen Million Dollars ($15,000,000) may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, pursuant to and upon compliance with the provisions of Article V, Article VI or Article VII of the Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 6. That all the terms, conditions, provisos, covenants and provisions contained in the Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes of the Indenture) the Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

23925

SECTION 7. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien thereof; that it had or has, at the respective times of execution and delivery of the Original Indenture, the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Supplemental Indentures and this Ninth Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the 4¾% Bonds of 1987 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 8. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1957, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

ARTICLE IV.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented

by this Ninth Supplemental Indenture, and in this Ninth Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Ninth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE V.

Miscellaneous Provisions.

All terms contained in this Ninth Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

In Witness Whereof, Idaho Power Company, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or a Vice-President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and Bankers Trust Company, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice President and its corporate seal to be attested by an Assistant Secretary, and J. C. Kennedy, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, each on the

date hereinafter acknowledged, as of the day and year first above written.

IDAHO POWER COMPANY

By J. H. ROGERS
Vice-President

Attest:

A. C. INMAN
Secretary

[SEAL]

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

T. L. KESSELMAN

T. L. KESSELMAN

B. A. FEENEY

B. A. FEENEY

BANKERS TRUST COMPANY

By W. A. MORGAN, JR.
Vice President

Attest:

WALTER L. JONES
Assistant Secretary

[SEAL]

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

T. L. KESSELMAN

T. L. KESSELMAN

B. A. FEENEY

B. A. FEENEY

J. C. KENNEDY

J. C. KENNEDY (L. S.)

Executed, sealed and delivered by J. C. KENNEDY, in the presence of:

T. L. KESSELMAN

T. L. KESSELMAN

B. A. FEENEY

B. A. FEENEY

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

On the 26th day of November, in the year 1957, before me personally came J. H. ROGERS, to me known, who, being by me duly sworn, did depose and say that he resides at 2501 West Bannock Street, Boise, Idaho; that he is a Vice-President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said J. H. ROGERS, having personally appeared and known to me to be a Vice-President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[NOTARIAL SEAL]

23925

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

On the 26th day of November, in the year 1957, before me personally came W. A. MORGAN, JR., to me known, who, being by me duly sworn, did depose and say that he resides at Sunset Lane, Rye, New York; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said W. A. MORGAN, JR., having personally appeared and known to me to be a Vice President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[NOTARIAL SEAL]

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

On this 26th day of November, in the year 1957, before me, ARTHUR P. SULLIVAN, a Notary Public in and for the State of New York in the County of New York, personally appeared and came J. C. KENNEDY, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[NOTARIAL SEAL]

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

J. H. ROGERS, being first duly sworn, upon oath, deposes and says: That he is an officer, to wit, a Vice-President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

J. H. ROGERS

J. H. ROGERS

Subscribed and sworn to before me }
this 26th day of November, 1957. }

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[NOTARIAL SEAL]

23925

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

W. A. MORGAN, JR., being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

W. A. MORGAN, JR.

W. A. MORGAN, JR.

Subscribed and sworn to before me }
this 26th day of November, 1957. }

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[NOTARIAL SEAL]

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

J. C. KENNEDY, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

J. C. KENNEDY

J. C. KENNEDY

Subscribed and sworn to before me }
this 26th day of November, 1957. }

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1959

[NOTARIAL SEAL]

23925

ADDRESS ALL C
TO THE SEC

FEDERAL POWER COMMISSION
WASHINGTON 25

OCT 28 1957

Department of Reclamation

OCT 23 1957

Project No. 1971
Idaho Power Company

Department of Reclamation
State House
Boise, Idaho

Gentlemen:

Enclosed for your information is a copy of Instrument No. 5 of the license for Project No. 1971, issued to the Idaho Power Company.

Very truly yours,

J. H. Gutride
Secretary

Enclosure No. 82524
Copy of Instrument No. 5

Form No. F. P. C.-18

INCLOSURE No 82524

FROM

FEDERAL POWER COMMISSION

2-3-25

U. S. GOVERNMENT PRINTING OFFICE 16—8487-1

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Seaborn L. Digby, Frederick Stueck, William R. Connole and Arthur Kline.

In the Matter of	)	
	)	Project No. 1971
Idaho Power Company	)	

ORDER EXTENDING TIME FOR FILING EXHIBITS

(Issued October 10, 1957)

On August 21, 1957, Idaho Power Company, licensee for major Project No. 1971, filed a request for extension of time for the filing of Exhibits F and K with respect to the Brownlee development of the project.

The license for the project as amended by order issued December 17, 1956, provides that the licensee shall file Exhibits F and K for the Brownlee development on or before December 31, 1957.

Licensee states that it is in the process of obtaining the necessary land rights for the Brownlee development and the data required for preparation of the exhibits will not be available in time to file the required exhibits within the time specified.

The Commission finds:

An extension of time as hereinafter provided is not incompatible with the public interest.

The Commission orders:

The time for the filing of Exhibits F and K for the Brownlee development of Project No. 1971 is extended to and including September 15, 1958.

By the Commission.

Joseph H. Gutride,
Secretary.

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Seaborn L. Digby, Frederick Stueck, William R. Connole and Arthur Kline.

In the Matter of)
) Project No. 1971
Idaho Power Company)

RECEIVED
OCT 14 1957
Department of Reclamation

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The Commission finds:

An extension of time as hereinafter provided is not incompatible with the public interest.

The Commission orders:

The time for the filing of Exhibits F and K for the Brownlee development of Project No. 1971 is extended to and including September 15, 1958.

By the Commission.

Joseph H. Gutride,
Secretary.

DC-17

DRESS ALL COMMUNICATIONS
TO THE SECRETARY

FEDERAL POWER COMMISSION
WASHINGTON 25

Project No. 1971
Idaho Power Company

RECEIVED
OCT 1 1957
Department of Reclamation

Department of Reclamation
State House
Boise, Idaho

Gentlemen:

Enclosed for your information is a copy of Instrument No. 4 of the license for Project No. 1971, issued to the Idaho Power Company.

Very truly yours,

J. H. Gutride

Secretary

Enclosure No. 40787
Copy of Instrument No. 4

Form No. F. P. C.-18

INCLOSURE No. 40787

FROM

FEDERAL POWER COMMISSION

U. S. GOVERNMENT PRINTING OFFICE 16—6487

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Seaborn L. Digby, Frederick Stueck and Arthur Kline.

In the Matter of
Idaho Power Company
} Project No. 1971

RECEIVED
OCT 1 1957
Department of Reclamation

ORDER APPROVING REVISED EXHIBIT

(Issued September 27, 1957)

Idaho Power Company, licensee for Project No. 1971, filed with the Commission on May 27, 1957, revised Exhibit L drawings for the Brownlee Development of Project No. 1971, together with a report on the hydraulic model studies for the spillway and outlets for the Brownlee Development in compliance with Article 30 of the license, showing certain changes to the project structures and their hydraulic performance.

The changes to the project structures consist principally in (1) changing the upstream slope of the rock-fill dam from $2\frac{1}{2}$ to 1 to a combination of 2 to 1 and 3 to 1 with intermediate berms; (2) providing a heavy compacted layer of rock-fill below the impervious core filter zone; (3) providing curtain grouting in the rock foundation below the impervious core; (4) providing a filter zone and rock toe on the downstream side of the dam to prevent the possibility of piping through the earthen foundation and to prevent possible erosion of the toe of the dam from spillway discharge; (5) relocation of the unwatering sluices from the end of the diversion tunnel to a position underneath the spillway; and (6) changes to the size and number of spillway gates. The change in location of the unwatering sluices will result in savings in cost and the sluices will have essentially the same hydraulic performance as the original design in the capability of handling the maximum flood of 300,000 c.f.s. and in the passing of 65,000 c.f.s. at time of maximum drawdown as required in Article 42, part (e) of the license. The discharge capacity of the spillway gates and the action of the spillway has been determined by testing a hydraulic model of the entire spillway section.

The Secretary of the Army and the Chief of Engineers have approved the revised plans in accordance with Section 4 (e) of the Federal Power Act.

The Commission finds:

The revised Exhibit L drawings (FPC No. 1971-49) "General Plan",

(FPC No. 1971-50) "Dam-Section and Elevation", (FPC No. 1971-51) "Penstock Section, Spillway Section", and (FPC No. 1971-52) "Powerhouse, Plans and Section", conform to the Commission's Rules and Regulations and should be approved as part of the license for Project No. 1971, and superseded Exhibit L drawings FPC Nos. 1971-41, -42, -43, and -44, now part of the license should be eliminated therefrom as hereinafter provided.

The Commission orders:

(A) Revised Exhibit L, drawings (FPC Nos. 1971-49 through 1971-52) are approved as part of the license for Project No. 1971, and the superseded Exhibit L drawing (FPC Nos. 1971-41 through 1971-44) are eliminated from the license.

(B) This order shall become final thirty (30) days from the date of its issuance unless application for rehearing shall be filed as provided in Section 313 (a) of the Federal Power Act, and filure to file such an application shall constitute acceptance of this order.

By the Commission.

Joseph H. Gutrido,
Secretary.

IDAHO POWER COMPANY
BOISE, IDAHO

August 15, 1957

RECEIVED
AUG 22 1957
Department of Reclamation

23925

State Reclamation Engineer
State Capitol Building
Boise, Idaho

Dear Sir:

Pursuant to the provisions of Section 42-207, Idaho Code, I am enclosing herewith for filing in your office a copy of this Company's Eighth Supplemental Indenture, dated as of July 15, 1957, under our Mortgage and Deed of Trust dated as of October 1, 1937, made by the Company to Bankers Trust Company and J C Kennedy (successor to R G Page), as Trustees. Previously, on May 17, 1947, we filed with you copies of our Mortgage and Deed of Trust and First, Second and Third Supplemental Indentures thereto; on May 24, 1948, we filed with you a copy of our Fourth Supplemental Indenture thereto; on November 28, 1949, we filed with you a copy of our Fifth Supplemental Indenture thereto, on November 7, 1951, we filed with you a copy of our Sixth Supplemental Indenture thereto, and on February 8, 1957, we filed with you a copy of our Seventh Supplemental Indenture thereto.

Very truly yours,

James E Bruce
Attorney

JEB:mb
Encl

cc: Bankers Trust Company
Hawley & Hawley

23925

IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

J. C. KENNEDY,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Eighth Supplemental Indenture

Dated as of July 15, 1957.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

25

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

G R INCE, being first duly sworn, upon oath, deposes and says:

That he is an officer, to-wit, an Assistant Vice President, of Bankers Trust Company, a corporation; that the printed Eighth Supplemental Indenture, dated as of July 15, 1957, by Idaho Power Company to Bankers Trust Company and J C Kennedy, as Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937, to which this affidavit is attached, is a full, true and correct copy of the original Eighth Supplemental Indenture aforesaid.

Dated at New York City, New York, this 12 day of August, 1957.

G R Ince

Subscribed and sworn to before me this 12 day of August, 1957.

Notary Public

(NOTARIAL SEAL)

23925

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* This table of contents shall not have any bearing upon the interpretation of this Supplemental Indenture.

SUPPLEMENTAL INDENTURE, dated as of the 15th day of July, 1957, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and J. C. Kennedy of 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the "Individual Trustee", such term, however, also referring to R. G. Page, a predecessor Individual Trustee, when used in relation to events occurring prior to September 1, 1951), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture, dated as of July 1, 1939, a Second Supplemental Indenture, dated as of November 15, 1943, a Third Supplemental Indenture, dated as of February 1, 1947, a Fourth Supplemental Indenture, dated as of May 1, 1948, a Fifth Supplemental Indenture, dated as of November 1, 1949, a Sixth Supplemental Indenture, dated as of October 1, 1951, and a Seventh Supplemental Indenture, dated as of January 1, 1957, each supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustees (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

WHEREAS, the Original Indenture and said Supplemental Indentures have each been recorded in the records of the County of Elko, Nevada; the counties of Baker, Harney, Malheur and Union, Oregon; and the counties of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Camas, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, bonds have heretofore been issued, under and in accordance with the terms of the Indenture, in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3¾% Series due 1967", all of which have been paid; and in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3⅛% Series due 1973", in the aggregate principal amount of Five Million Dollars ($5,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1977", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 3% Series due 1978", in the aggregate principal amount of Twelve Million Dollars ($12,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1979", in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 3¼% Series due 1981", and in the aggregate principal amount of Twenty Million Dollars ($20,000,000) of a series designated "First Mortgage Bonds, 4½% Series due 1987", all of which are outstanding at the date hereof; and

WHEREAS, the Indenture provides that the Company and the Trustees may enter into indentures supplemental to the Indenture, among other things, to cure any ambiguity contained therein, and the Company desires to cure an ambiguity with regard to the nature of the signatures and corporate seal to be used in the execution of bonds on behalf of the Company; and

WHEREAS, Section 22 and Section 121 of the Indenture provide that the Company may amend the Indenture to increase the maximum amount of the obligations to be secured by the Indenture by executing and delivering to the Trustees a supplemental indenture specifying the maximum amount of such obligations thereafter to be secured by the Indenture as so amended, and the Company has determined so to increase the maximum amount of obligations to be secured by the Indenture to Three Hundred Million Dollars ($300,000,000); and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly determined to make, execute and deliver to the Trustees this Eighth Supplemental Indenture to amend and supplement the Original Indenture for the purposes herein provided; and

WHEREAS, all requirements of law and of the charter and by-laws of the Company have been fully complied with and all other acts and things necessary to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid and legally binding instrument for the security of the bonds, have been done and performed:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That the Company, in consideration of the premises, of the acceptance by the Trustees of the Trusts hereby created, of the mutual covenants herein contained, of the sum of One Dollar to the Company duly paid by the Trustees at or before the ensealing and delivery of these presents, and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order to increase the maximum amount of obligations to be secured by the Indenture and to cure an ambiguity in the Indenture, has executed and delivered this Supplemental Indenture; and that it is hereby covenanted, declared and agreed by and between the parties hereto for the benefit of those who from time to time shall be the holders of the bonds and interest coupons, or any of them, issued and to be issued under the Indenture, as follows:

ARTICLE I.

Maximum Amount of Obligations to Be Secured by the Indenture.

Pursuant to Section 22 and Section 121 of the Indenture, the maximum amount of obligations to be secured by the Indenture is hereby increased to Three Hundred Million Dollars ($300,000,000), provided, however, that the maximum amount of obligations to be secured by the Indenture may at any time and from time to time be further increased or decreased (but not below the amount of bonds at the time outstanding thereunder) as provided in the Indenture.

ARTICLE II.

Execution of Bonds.

The provisions of Section 14 of the Indenture that all bonds issued under the Indenture shall, from time to time, be executed on behalf of the Company by its President or one of its Vice-Presidents and that its corporate seal shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries, shall be construed to mean that bonds may be executed on behalf of the Company by the manual or facsimile signature of its President or one of its Vice-Presidents and that its corporate seal may be impressed or imprinted thereon or otherwise affixed and may be attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries, and that bonds bearing such manual or facsimile signatures may be authenticated, delivered and/or issued even though any or all of such officers may have ceased to be such officer or officers of the Company.

ARTICLE III.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented

by this Eighth Supplemental Indenture, and in this Eighth Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eighth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE IV.

Miscellaneous Provisions.

All terms contained in this Eighth Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or a Vice-President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice President and its corporate seal to be attested by an Assistant Secretary, and J. C. KENNEDY, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, each on the

date hereinafter acknowledged, as of the day and year first above written.

IDAHO POWER COMPANY

By T. E. ROACH
President

Attest:

A. C. INMAN
Secretary

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

SHIRLEY R. CLARK

ERMA L. DVORAK

23925

BANKERS TRUST COMPANY

By W. A. MORGAN, JR.
Vice President

Attest:

WALTER L. JONES
Assistant Secretary

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

C. D. BLAKELY

G. MAIER

J. C. KENNEDY (L. S.)

Executed, sealed and delivered by J. C. KENNEDY, in the presence of:

C. D. BLAKELY

G. MAIER

STATE OF IDAHO, }
COUNTY OF ADA, } ss.:

On the 29th day of July, in the year 1957, before me personally came T. E. ROACH, to me known, who, being by me duly sworn, did depose and say that he resides in Boise, Idaho; that he is President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said T. E. ROACH, having personally appeared and known to me to be President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

MARGARET A. WILLIAMS

MARGARET A. WILLIAMS
Notary Public,
Residing at Boise, Idaho.
My Commission expires April 21, 1959.

23925

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

On the 31st day of July, in the year 1957, before me personally came W. A. MORGAN, JR., to me known, who, being by me duly sworn, did depose and say that he resides in Rye, New York; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said W. A. Morgan, Jr., having personally appeared and known to me to be a Vice President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

WILLIAM M. MCLAUGHLIN

WILLIAM M. McLAUGHLIN
Notary Public, State of New York
No. 24-7858550
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1958

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

On this 31st day of July, in the year 1957, before me, WILLIAM M. MCLAUGHLIN, a Notary Public in and for the State of New York in the County of New York, personally appeared and came J. C. KENNEDY, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

WILLIAM M. MCLAUGHLIN

WILLIAM M. McLAUGHLIN
Notary Public, State of New York
No. 24-7858550
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1958

STATE OF IDAHO, }
COUNTY OF ADA, } ss.:

T. E. ROACH, being first duly sworn, upon oath, deposes and says: That he is an officer, to-wit, President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

T. E. ROACH

Subscribed and sworn to before me }
this 29th day of July, 1957. }

MARGARET A. WILLIAMS

MARGARET A. WILLIAMS
Notary Public,
Residing at Boise, Idaho.
My Commission expires April 21, 1959.

23925

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

W. A. MORGAN, JR., being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

W. A. MORGAN, JR.

Subscribed and sworn to before me }
this 31st day of July, 1957. }

WILLIAM M. McLAUGHLIN

WILLIAM M. McLAUGHLIN
Notary Public, State of New York
No. 24-7858550
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1958

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

J. C. KENNEDY, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

J. C. KENNEDY

Subscribed and sworn to before me }
this 31st day of July, 1957. }

WILLIAM M. McLAUGHLIN

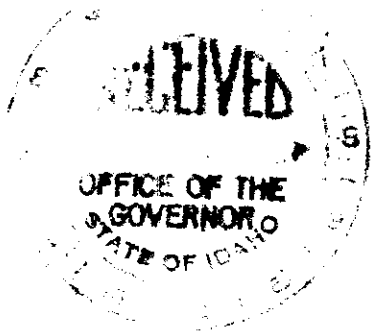
WILLIAM M. McLAUGHLIN
Notary Public, State of New York
No. 24-7858550
Qualified in Kings County
Cert. filed in New York County
Commission Expires March 30, 1958

FPC Form No. 424

ADDRESS ALL COMMUNICATIONS TO THE SECRETARY

FEDERAL POWER COMMISSION
WASHINGTON 25

Docket No. E-6734
Idaho Power Company



Hon. Robert E. Smylie
Governor of Idaho
Boise, Idaho

Dear Governor

Your attention is invited to the above-designated proceeding which is now pending before this Commission and which is more fully described in the enclosure.

We will be glad to receive any comments or suggestions you may desire to submit in connection with this matter.

Unless we hear from you within 15 days or by the date, if any, specified in the enclosure, we will assume that you have no representations to make.

Notice of this proceeding has also been sent to the regulatory commission of your state.

Very truly yours,

J. H. Gutride
Secretary.

Enclosure

UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

In the Matter of	)	
	)	Docket No. E-6734
Idaho Power Company	)	

NOTICE OF APPLICATION

(March 20, 1957)

Take notice that on March 11, 1957 an application was filed with the Federal Power Commission pursuant to Section 204 of the Federal Power Act by Idaho Power Company ("Applicant"), a corporation organized under the laws of the State of Maine and doing business in the States of Idaho, Oregon and Nevada, with its principal business office at Boise, Idaho, seeking an order authorizing the issuance of unsecured notes aggregating $33,800,000 for short-term borrowings Applicant proposes to make from banks. Applicant proposes to make borrowings, and the renewals thereof, for which authorization is requested during the period from March 1, 1957 to February 28, 1958. Applicant anticipates that said bank loans will be at the current rate applicable in New York City, at the time of borrowings, for commercial bank loans, which interest rate at present is 4%. The notes will mature in one year or less from date of issuance. Applicant requests that the authorization include the right to renew such of said short-term notes as expire prior to one year from the date of authorization and that the principal amount of such renewals, if made, either of notes issued under the authorization requested, or of notes issued under the exemptions pursuant to Section 204 (e) of the Federal Power Act ($6,200,000) shall not be considered as applying against, or as a reduction of, the aggregate amount ($40,000,000) for which authorization is requested or which may be exempt as hereinabove stated.

Any person desiring to be heard or make any protest with reference to said application should on or before the 10th day of April 1957, file with the Federal Power Commission, Washington 25, D. C. a petition or protest in accordance with the Commission's Rules of Practice and Procedure. The application is on file and available for public inspection.

Joseph H. Gutride,
Secretary

23925

DC-11

IDAHO POWER COMPANY

BOISE, IDAHO

February 8, 1957

RECEIVED
FEB 1 1 1957
Department of Reclamation

23925

State Reclamation Engineer
State Capitol Building
Boise, Idaho

Dear Sir:

Pursuant to the provisions of Section 42-207, Idaho Code, I am enclosing herewith for filing in your office a copy of this Company's Seventh Supplemental Indenture, dated as of January 1, 1957, under our Mortgage and Deed of Trust dated as of October 1, 1937, made by the Company to Bankers Trust Company and J C Kennedy (successor to R G Page), as Trustees. Previously, on May 17, 1947, we filed with you copies of our Mortgage and Deed of Trust and First, Second and Third Supplemental Indentures thereto; on May 24, 1948, we filed with you a copy of our Fourth Supplemental Indenture thereto; on November 28, 1949, we filed with you a copy of our Fifth Supplemental Indenture thereto, and on November 7, 1951, we filed with you a copy of our Sixth Supplemental Indenture thereto.

Very truly yours,

James E Bruce
Attorney

JEB:mb
Encl

cc: Bankers Trust Company
Hawley & Hawley

23925

IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

J. C. KENNEDY,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Seventh Supplemental Indenture

Dated as of January 1, 1957.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

23925

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* This table of contents shall not have any bearing upon the interpretation of this Supplemental Indenture.

SUPPLEMENTAL INDENTURE, dated as of the first day of January, 1957, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and J. C. Kennedy of 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the "Individual Trustee"), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture, dated as of July 1, 1939, a Second Supplemental Indenture, dated as of November 15, 1943, a Third Supplemental Indenture, dated as of February 1, 1947, a Fourth Supplemental Indenture, dated as of May 1, 1948, a Fifth Supplemental Indenture, dated as of November 1, 1949, and a Sixth Supplemental Indenture, dated as of October 1, 1951, each supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustees (the Original Indenture and all indentures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

WHEREAS, the Original Indenture and said Supplemental Indentures have each been recorded in the records of the County of Elko, Nevada; the counties of Baker, Harney and Malheur, Oregon; and the counties of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Camas, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, Bonds have heretofore been issued, under and in accordance with the terms of the Indenture, in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3¾% Series due 1967", all of which have been paid; and in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3⅛% Series due 1973", in the aggregate principal amount of Five Million Dollars ($5,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1977", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 3% Series due 1978", in the aggregate principal amount of Twelve Million Dollars ($12,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1979", and in the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of a series designated "First Mortgage Bonds, 3¼% Series due 1981", all of which are outstanding at the date hereof; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly determined to make, execute and deliver to the Trustees this Seventh Supplemental Indenture for the purposes herein provided, including the issuance of a Seventh series of Bonds under the Indenture, in the aggregate principal amount of Twenty Million Dollars ($20,000,000), to be designated as "First Mortgage Bonds, 4½% Series due 1987" (herein called the "Bonds of 1987 Series"); and

WHEREAS, it is now desired, for the purpose of more effectually carrying out the purposes of the Original Indenture, to confirm specifically the subjection to the lien thereof of certain property acquired by the Company in addition to the property specifically described in the Original Indenture and in said First, Second, Third, Fourth, Fifth and Sixth Supplemental Indentures; and

WHEREAS, all things necessary to make said Bonds of 1987 Series, when duly authenticated by the Corporate Trustee and issued by the Company, valid and legally binding obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid and legally binding instrument for the security thereof, have been performed, and the execution and delivery of this Seventh Supplemental Indenture and the issue of said Bonds as in this Seventh Supplemental Indenture provided have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has duly executed and delivered to the Trustees this Seventh Supplemental Indenture and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto J. C. Kennedy and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees as aforesaid, and to their successor or successors in said trust, and to them

and their successors, heirs and assigns forever, all and singular the following described properties, rights and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The Boise Bench-Whitney transmission line, extending from the Boise Bench Substation in Ada County, Idaho, in a northeasterly direction to the Wye Substation in Ada County, Idaho.

2. The Vale-Unity transmission line extending from the Vale Substation in Malheur County, Oregon, in a northwesterly direction to the switching station at Unity in Baker County, Oregon.

3. The American Falls-Pleasant Valley transmission line extending from a point on the American Falls-Aberdeen transmission line in Power County, Idaho, in a westerly direction to the location of a future substation in Power County, Idaho.

4. The Pocatello-Don-Wyeth Street transmission line, extending from Pocatello-Don Substation in Power County, Idaho, in a southeasterly direction to the Pocatello-Wyeth Substation in Bannock County, Idaho.

5. The King-Eden Junction transmission line, extending from the King Switching Station in Gooding County, Idaho, in a southeasterly direction to a point on the American Falls-Shoshone Falls transmission line in Jerome County, Idaho.

6. The Eden-Milner transmission line, extending from the Eden Substation in Jerome County, Idaho, in an easterly direction to the Milner Substation in Twin Falls County, Idaho.

7. The Don-Goshen transmission line, extending from the Pocatello-Don Substation in Power County, Idaho, in a northeasterly direction to the Goshen interconnection with Utah Power & Light Company in Bingham County, Idaho.

8. The Blackfoot Tap, a transmission line, extending from the Blackfoot Junction Switching Station in Bingham County, Idaho, to the Blackfoot Substation in Bingham County, Idaho.

9. The Blackfoot-Rockford transmission line, extending from the Blackfoot Substation, in Bingham County, Idaho, in a westerly direction to the Rockford Substation in Bingham County, Idaho.

10. The Blackfoot-Hulen transmission line, extending from a point on the Blackfoot-Rockford transmission line in Bingham County, Idaho, in a northerly direction to the Hulen Substation in Bingham County, Idaho.

11. The Cascade-McCall transmission line, extending from a point on the Emmett-Stibnite transmission line in Valley County, Idaho, in a northerly direction to the McCall Substation in Valley County, Idaho.

12. The Mountain Home Air Force transmission line, extending from a point on the Boise Bench-Hagerman transmission line in Elmore County, Idaho, in a southwesterly direction to the Mountain Home Air Force Base in Elmore County, Idaho.

13. The Julion Clawson Tap transmission line, extending from a point on the King-American Falls transmission line, in Minidoka County, Idaho, in a northerly direction to the Julion Clawson Substation in Minidoka County, Idaho.

14. The Aberdeen-Crater Tap transmission line, extending from a point on the American Falls-Aberdeen transmission line in Bingham County, Idaho, in a northerly direction to the Crater Substation in Bingham County, Idaho.

15. The Jerome Junction-Shoshone transmission line, extending from a point on the Shoshone Falls-Jerome Junction-Shoshone transmission line in Jerome County, Idaho, due north to the Shoshone Substation in Lincoln County, Idaho.

16. The Picabo Tap transmission line, extending from a point on the Richfield-Hailey transmission line in Blaine County, Idaho, in an easterly direction to the Picabo Substation in Blaine County, Idaho.

17. The Eden Junction-Milner transmission line extending from a point northwest of Eden, Jerome County, Idaho, on the King-Eden Junction transmission line in Jerome County, Idaho, in an easterly direction to the Milner Substation in Twin Falls County, Idaho.

18. The Baker (Quartz)-LaGrande transmission line extending from the Quartz Switching Station in Baker County, Oregon, in a northeasterly direction to the City of LaGrande, Union County, Oregon.

19. The Mink Creek Tap transmission line, extending from a point on the Utah Power & Light Company line in Bannock County, Idaho, in a southwesterly direction to the Mink Creek Substation in Bannock County, Idaho.

20. The Pingree Tap transmission line, extending from the Pingree Substation in Bingham County, Idaho, in a southeasterly direction to a point on the Don-Goshen transmission line in Bingham, Idaho.

21. The Pingree-Cinder Substation transmission line, extending in a northwesterly direction from the Pingree Substation in Bingham County, Idaho, to the Cinder Substation in Bingham County, Idaho.

22. The Rockford-Lava Substation transmission line, extending from the Rockford Substation in Bingham County, Idaho, due north to the Lava Substation in Bingham County, Idaho.

23. The Milner Junction-Paul transmission line, extending from a point on the Eden Junction-Milner transmission line in Jerome County, Idaho, in a northeasterly direction to the Paul Substation in Minidoka County, Idaho.

24. The Pumping Plant "A" transmission line, extending from Pumping Plant #2 in Jerome County, Idaho, in an easterly direction to Pumping Plant "A" in Jerome County, Idaho.

25. A certain transmission substation known as the Dillon Substation, located adjacent to the Dillon-Salmon Substation of the Montana Power Company in Beaverhead County, Montana.

26. A certain transmission substation, known as the Inkom Junction Switching Station, located near the City of Pocatello in Bannock County, Idaho.

27. A certain transmission substation, known as the Blackfoot Junction Switching Station, located near the City of Blackfoot in Bingham County, Idaho.

28. A certain transmission substation, known as the Goshen Switching Station, located in Bingham County, Idaho.

29. A certain transmission substation, known as the Quartz Switching Station located in Baker County, Oregon.

30. Those certain substations, transformer stations and equipment as now installed at the following locations: The Salt Lake Pipe Line and Unity Substations in Baker County, Oregon; the Cow Valley and Jamieson Substations in Malheur County, Oregon; the Wye Substation in Ada County, Idaho; the Duke Substation in Adams County, Idaho; the Mink Creek and Pocatello Service Substations in Bannock County, Idaho; the Crater, Hulen and Lava Substations in Bingham County, Idaho; the Picabo Substation in Blaine County, Idaho; the Lansing and Opaline Substations in Canyon County, Idaho; the Golden Valley and Island Substations in Cassia County, Idaho; the Mountain Home Air Force Base and Sawtooth Sawmill Substations in Elmore County, Idaho; the Orchard Valley Substation in Gooding County, Idaho; the Notch Butte and Wilson Butte Substations in Jerome County, Idaho; the Ice Caves and Richfield Substations in Lincoln County, Idaho; the Julion Clawson Substation in Minidoka County, Idaho; the C J Strike and Grandview Substations in Owyhee County, Idaho; the Artesian and Milner Substations in Twin Falls County, Idaho; the McCall Substation in Valley County, Idaho.

31. The Company's Service Building in Twin Falls, Twin Falls County, Idaho.

32. Additions to the Company's General Office in Boise, Ada County, Idaho.

33. All franchises, grants, rights of way, easements, licenses, certificates, and other rights under which the Company's property, plants, lines and systems are or may be operated, including, but not limited to, the following:

(a) Franchise granted by the Village of Chubbuck (in Bannock County, Idaho), Ordinance No. 12, on December 11, 1951, expires December 11, 2001.

(b) Franchise granted by the City of Twin Falls (in Twin Falls County, Idaho), Ordinance No. 909, on November 26, 1951, expires November 26, 2001.

(c) Franchise granted by the City of Caldwell (in Canyon County, Idaho), Ordinance No. 789, on November 13, 1951, expires November 13, 2001.

(d) Franchise granted by the Village of North Pocatello (in Bannock County, Idaho), Ordinance No. 10, on January 9, 1952, expires January 9, 2002.

(e) Franchise granted by the City of Donnelly (in Valley County, Idaho), Ordinance No. 17, on August 16, 1954, expires August 16, 2004.

(f) Franchise granted by the City of Glenns Ferry (in Elmore County, Idaho), Ordinance No. 224, on April 28, 1954, expires April 28, 2004.

(g) Franchise granted by the City of Mountain Home (in Elmore County, Idaho), Ordinance No. 435, on June 7, 1954, expires June 7, 2004.

(h) Franchise granted by the City of Shoshone (in Lincoln County, Idaho), Ordinance No. 250, on July 7, 1954, expires July 7, 2004.

(i) Franchise granted by the City of Middleton (in Canyon County, Idaho), Ordinance No. 96, on August 3, 1954, expires August 3, 2004.

(j) Franchise granted by the Village of Stibnite (in Valley County, Idaho), Ordinance No. 34, on October 19, 1954, expires October 19, 2004.

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid

property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is not intended herein or hereby to include in or subject to the lien of the Indenture, and the granting clauses hereof shall not be deemed to apply to, (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of the Original Indenture shall have occurred and be continuing and either or both of the Trustees, or a receiver or trustee, shall have entered upon or taken possession of the mortgaged and pledged property, or (2) in any case, unless specifically subjected to the lien thereof, any bonds, notes, evidences of indebtedness, shares of stock, or other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of the Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever;

IN TRUST, NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Original Indenture, as amended or

modified by said First, Second, Third, Fourth, Fifth and Sixth Supplemental Indentures and this Seventh Supplemental Indenture.

And it is hereby covenanted, declared and decreed by and between the parties hereto, for the benefit of those who shall hold the Bonds and interest coupons, or any of them, issued and to be issued under the Indenture, as follows:

ARTICLE I.

Description of Bonds of 1987 Series.

SECTION 1. The seventh series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be Bonds of 1987 Series, designated as "First Mortgage Bonds, 4½% Series due 1987" of the Company. The Bonds of 1987 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, except in so far as the terms and provisions of the Original Indenture have been or are amended or modified by said First, Second, Third, Fourth, Fifth and Sixth Supplemental Indentures or by this Seventh Supplemental Indenture.

Bonds of 1987 Series shall mature on January 1, 1987 and shall be issued as coupon Bonds in the denomination of $1,000, registerable as to principal, and as fully registered Bonds in denominations of $1,000 and $10,000 and in any multiple of $10,000, and in any other multiple of $1,000 authorized by the Company (the execution by the Company of any Bond of a particular denomination to be conclusive evidence of such authorization); they shall bear interest, payable semi-annually on January 1 and July 1 of each year, at the rate of four and one-half per centum (4½%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect

to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the Bonds of 1987 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon Bonds of 1987 Series shall be dated as of January 1, 1957 and fully registered Bonds of 1987 Series shall be dated as in Section 10 of the Original Indenture provided.

The Bonds of 1987 Series, in definitive form, shall be, at the option of the Company, fully engraved or shall be lithographed or printed on steel engraved borders.

Bonds of 1987 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

105.00%	to and including December 31, 1957;				
104.83% thereafter,	"	"	"	"	" 1958;
104.66% thereafter,	"	"	"	"	" 1959;
104.49% thereafter,	"	"	"	"	" 1960;
104.32% thereafter,	"	"	"	"	" 1961;
104.14% thereafter,	"	"	"	"	" 1962;
103.97% thereafter,	"	"	"	"	" 1963;
103.80% thereafter,	"	"	"	"	" 1964;
103.63% thereafter,	"	"	"	"	" 1965;

103.45% thereafter,	to	and	including	December	31,	1966;
103.28% thereafter,	"	"	"	"	"	1967;
103.11% thereafter,	"	"	"	"	"	1968;
102.94% thereafter,	"	"	"	"	"	1969;
102.76% thereafter,	"	"	"	"	"	1970;
102.59% thereafter,	"	"	"	"	"	1971;
102.42% thereafter,	"	"	"	"	"	1972;
102.25% thereafter,	"	"	"	"	"	1973;
102.07% thereafter,	"	"	"	"	"	1974;
101.90% thereafter,	"	"	"	"	"	1975;
101.73% thereafter,	"	"	"	"	"	1976;
101.56% thereafter,	"	"	"	"	"	1977;
101.38% thereafter,	"	"	"	"	"	1978;
101.21% thereafter,	"	"	"	"	"	1979;
101.04% thereafter,	"	"	"	"	"	1980;
100.87% thereafter,	"	"	"	"	"	1981;
100.69% thereafter,	"	"	"	"	"	1982;
100.52% thereafter,	"	"	"	"	"	1983;
100.35% thereafter,	"	"	"	"	"	1984;
100.18% thereafter,	"	"	"	"	"	1985; and
100.00% thereafter,	to	maturity;				

or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and provided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

100.00%	to	and	including	December	31,	1957;
100.00% thereafter,	"	"	"	"	"	1958;
100.00% thereafter,	"	"	"	"	"	1959;
100.00% thereafter,	"	"	"	"	"	1960;
100.00% thereafter,	"	"	"	"	"	1961;
100.00% thereafter,	"	"	"	"	"	1962;
100.00% thereafter,	"	"	"	"	"	1963;
100.00% thereafter,	"	"	"	"	"	1964;

100.00% thereafter, to and including December 31, 1965;
100.00% thereafter, " " " " " 1966;
100.00% thereafter, " " " " " 1967;
100.00% thereafter, " " " " " 1968;
100.00% thereafter, " " " " " 1969;
100.00% thereafter, " " " " " 1970;
100.00% thereafter, " " " " " 1971;
100.00% thereafter, " " " " " 1972;
100.00% thereafter, " " " " " 1973;
100.00% thereafter, " " " " " 1974;
100.00% thereafter, " " " " " 1975;
100.00% thereafter, " " " " " 1976;
100.00% thereafter, " " " " " 1977;
100.00% thereafter, " " " " " 1978;
100.00% thereafter, " " " " " 1979;
100.00% thereafter, " " " " " 1980;
100.00% thereafter, " " " " " 1981;
100.00% thereafter, " " " " " 1982;
100.00% thereafter, " " " " " 1983;
100.00% thereafter, " " " " " 1984;
100.00% thereafter, " " " " " 1985; and
100.00% thereafter, to maturity.

If all the Bonds of 1987 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon Bonds of 1987 Series upon surrender thereof with all unmatured coupons appertain-

ing thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered Bonds of 1987 Series, upon surrender thereof for cancellation at said office or agency of the Company together with a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered Bonds of the same series of other authorized denominations. Bonds of 1987 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon Bond of 1987 Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer.

Fully registered Bonds of 1987 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon Bonds of 1987 Series, the coupons to be attached thereto, and the fully registered Bonds of 1987 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until Bonds of 1987 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Corporate Trustee shall authenticate and deliver, in lieu thereof, Bonds of 1987 Series in temporary form, as provided in Section 15 of the Original Indenture.

ARTICLE II.

Issue of Bonds of 1987 Series.

SECTION 5. Bonds of 1987 Series for the aggregate principal amount of Twenty Million Dollars ($20,000,000) may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, pursuant to and upon compliance with the provisions of Article V, Article VI or Article VII of the Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 6. That all the terms, conditions, provisos, covenants and provisions contained in the Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes of the Indenture) the Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

SECTION 7. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien thereof; that it had or has, at the respective times of execution and delivery of the Original Indenture, the First, Second, Third, Fourth Fifth and Sixth Supplemental Indentures and this Seventh Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the Bonds of 1987 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 8. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1956, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Original Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

ARTICLE IV.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented by this Seventh Supplemental Indenture, and in this Seventh Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Seventh Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE V.

Miscellaneous Provisions.

All terms contained in this Seventh Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or a Vice-President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice President and its corporate seal to be attested by an Assistant Secretary, and J. C. KENNEDY, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, each on the date hereinafter acknowledged, as of the day and year first above written.

IDAHO POWER COMPANY

By J. H. ROGERS
Vice-President

Attest:

A. C. INMAN
Secretary

[SEAL]

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

F. SCHNEIDER

J. B. PETTERSON

BANKERS TRUST COMPANY

By W. A. MORGAN, JR.
Vice President

Attest:

WALTER L. JONES
Assistant Secretary

[SEAL]

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

F. SCHNEIDER

J. B. PETTERSON

J. C. KENNEDY (L. S.)

Executed, sealed and delivered by J. C. KENNEDY, in the presence of:

F. SCHNEIDER

J. B. PETTERSON

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

On the 9th day of January, in the year 1957, before me personally came J. H. ROGERS, to me known, who, being by me duly sworn, did depose and say that he resides in Boise, Idaho; that he is a Vice-President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said J. H. ROGERS, having personally appeared and known to me to be a Vice-President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Term Expires March 30, 1957

(NOTARIAL SEAL)

23925

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

On the 9th day of January, in the year 1957, before me personally came W. A. MORGAN, JR., to me known, who, being by me duly sworn, did depose and say that he resides in Rye, New York; that he is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said W. A. MORGAN, JR., having personally appeared and known to me to be a Vice President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Term Expires March 30, 1957

(NOTARIAL SEAL)

23925

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

On this 9th day of January, in the year 1957, before me, ARTHUR P. SULLIVAN, a Notary Public in and for the State of New York in the County of New York, personally appeared and came J. C. KENNEDY, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Term Expires March 30, 1957

(NOTARIAL SEAL)

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

J. H. ROGERS, being first duly sworn, upon oath, deposes and says: That he is an officer, to wit, a Vice-President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

J. H. ROGERS

Subscribed and sworn to before me }
this 9th day of January, 1957. }

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Term Expires March 30, 1957

23925

(NOTARIAL SEAL)

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

W. A. MORGAN, JR., being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

W. A. MORGAN, JR.

Subscribed and sworn to before me
this 9th day of January, 1957.

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Term Expires March 30, 1957

(NOTARIAL SEAL)

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

J. C. KENNEDY, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

J. C. KENNEDY

Subscribed and sworn to before me
this 9th day of January, 1957.

ARTHUR P. SULLIVAN

ARTHUR P. SULLIVAN
NOTARY PUBLIC, State of New York
No. 43-3893015
Qualified in Richmond County
Certificate filed in New York County
Term Expires March 30, 1957

(NOTARIAL SEAL)

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

G R INCE, being first duly sworn, upon oath, deposes and says:

That he is an officer, to-wit, an Assistant Vice President, of Bankers Trust Company, a corporation; that the printed Seventh Supplemental Indenture, dated as of January 1, 1957, by Idaho Power Company to Bankers Trust Company and J C Kennedy, as Trustees under its Mortgage and Deed of Trust, dated as of October 1, 1937, to which this affidavit is attached, is a full, true and correct copy of the original Seventh Supplemental Indenture aforesaid.

Dated at New York City, New York, this 25th day of January, 1957.

G. R. Ince

G R Ince

Subscribed and sworn to before me this 25th day of January, 1957.

Notary Public.

(NOTARIAL SEAL)

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UNITED STATES OF AMERICA
FEDERAL POWER COMMISSION

Before Commissioners: Jerome K. Kuykendall, Chairman; Seaborn L. Digby, Frederick Stueck, William R. Connole and Arthur Kline.

In the Matter of)
)
Idaho Power Company) Project No. 1971

RECEIVED
DEC 24 1956
Department of Reclamation

Order extending time for filing exhibits

(Issued December 17, 1956)

On October 19, 1956, Idaho Power Company, licensee for major Project No. 1971, filed a request for extension of time to December 31, 1957, for the filing of Exhibits F and K with respect to the Brownlee unit of the project.

The license for the project provides that the licensee shall file Exhibits F and K within one year from the date of commencement of construction of each unit of the project and construction on the Brownlee unit was started in November 1955.

Licensee states that it is in the process of obtaining the necessary land rights for the Brownlee reservoir, and, due to the size of the development and the probable necessity of acquiring some of the lands by condemnation, the data required for preparation of the exhibits will not be available in time to file the required exhibits within the time originally specified.

The Commission finds:

An extension of time as hereinafter provided is not incompatible with the public interest.

The Commission orders:

The time for the filing of Exhibits F and K for the Brownlee unit of Project No. 1971 is extended to and including December 31, 1957.

By the Commission.

Leon M. Fuquay,
Secretary.

23925

23925

File Permittee

RECEIVED
DEC 23 1955
Department of Reclamation

NOTICE

Notice hereby is given that the Idaho Power Company, a Maine corporation, whose address is 1220 Idaho Street, Boise, Idaho, has made application to the Hydroelectric Commission of Oregon for a preliminary permit for a water power project for the generation of electricity designated by the Commission as Project No. 188 and referred to by the applicant as Brownlee Project. The applicant would appropriate 21,000 cubic feet per second from a stream forming a boundary between the states of Oregon and Idaho, known as the Snake River, to develop 661,023 theoretical horsepower under a head of 277 feet.

The applicant proposes to construct a rock and earth fill dam 395 feet high across the Snake River which would be located in Section 25, Township 8 South, Range 47 East, W.M. in Baker County, Oregon and in Section 2, Township 17 North, Range 5 West, B.M. in Washington County, Idaho.

The project would include a power plant structure located in Washington County, Idaho housing four 139,000 horsepower turbines driving 4 generators of 90,100 kilowatts to generate an aggregate of 360,400 kilowatts.

The reservoir formed by the dam would be located in Baker and Malheur counties, Oregon and Washington County, Idaho, would be approximately 58 miles long and would impound approximately 1,500,000 acre feet of storage of which 1,000,000 acre feet would be used by the applicant when needed.

NOW, THEREFORE, Notice hereby is given to all persons that the Hydroelectric Commission of Oregon will hold a public hearing on said application beginning on January 20, 1956 at the hour of 10:00 o'clock a.m. at the Armory in the City of Baker, Baker County, Oregon to consider all protests and remonstrances on behalf of the public or any corporation or district organized for public purposes or any other person or persons.

All objections, protests or remonstrances to the granting of a preliminary permit for Project No. 188 shall be made in writing and verified by the protesting parties. Such objections, protests or remonstrances should be based on grounds set forth in ORS 543.010 to 543.620 as amended and shall be filed with the Secretary of the undersigned Commission at Salem, Oregon on or before January 16, 1956. A certified copy thereof shall be served upon the applicant by the protestant on or before January 16, 1956.

Dated at Salem, Oregon this 13th day of December, 1955.

HYDROELECTRIC COMMISSION OF OREGON

23925

Lewis A. Stanley

By

Lewis A. Stanley, Secretary

June 30, 1955

RE: Permits Nos. 22442 - 23925 - 24393 - R-905

Idaho Power Company
Boise
Idaho

ATTENTION: Mr. A. C. Inman

Gentlemen:

We enclose herewith Approval of the State Reclamation Engineer of Extension of Time for Completion of Works on the above numbered Permits to June 24, 1960.

These should be attached to the original Permits of which they now form a part.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:cu
Enc.

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

WHEREAS, Permit No. 23925 of the Idaho Power Company requires proof of completion of works to be made on or before April 2, 1958; and,

WHEREAS, said Permit Holder has been unable to proceed with construction pending allowance of a License by the Federal Power Commission:

NOW, THEREFORE, In accordance with the provisions of Section 42-204, Idaho Code, Extension of time is allowed for construction of works under Permit No. 23925 until June 24, 1960 and a similar extension is allowed for each and every action required under the terms and conditions of Permit No. 23925.

Signed at Boise, Idaho, this 29th day of June, 1955.

Mark R Kulp

MARK R. KULP
State Reclamation Engineer

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IDAHO POWER COMPANY

BOISE, IDAHO

June 14, 1955

RECEIVED
JUN 15 1955
Department of Reclamation

Department of Reclamation
State House
Boise, Idaho

Gentlemen:

Re: Permits Nos 23925 and R-905
Brownlee

Reference is made to the above permits and to Section 42-204, Idaho Code, as amended, and particularly the paragraph numbered 1 thereof.

The above permits were issued April 2, 1953. They call for completion of one-fifth of the work by October 2, 1955, and full completion of the work by April 2, 1958, with beneficial use to be made by April 2, 1964.

You are, of course, familiar with the delays which have been involved in our obtaining Federal license necessary for this development, our application for license (FPC Project 2133) having been filed with the Federal Power Commission on May 15, 1953. Due to extended hearings, this application is still pending before the Commission. In view of the unavoidable delay which has been involved, request is made for extension of the times indicated above, so that the amount of time lost by such delay can be added to the time given in the original permits, as provided in the statute referred to above.

Very truly yours,

A C Inman
Secretary

ACI:mb

23925

UNITED STATES OF AMERICA

FEDERAL POWER COMMISSION

MAY 28 1953
Department of Reclamation

In the Matters of)
)
Idaho Power Company) Projects Nos. 2132 and 2133

May 25, 1953

NOTICE OF APPLICATIONS FOR LICENSES

Public notice is hereby given that Idaho Power Company, of Boise, Idaho, has made applications for licenses pursuant to the provisions of the Federal Power Act (16 U.S.C. 791 - 825r) for proposed major Projects Nos. 2132 and 2133, known respectively as the Hells Canyon and Brownlee Projects, on the Snake River, Idaho.

Project No. 2132, which will be located in Wallowa and Baker Counties, Oregon, and in Adams County, Idaho, will consist principally of a dam about 320 feet high and about 1,100 feet long including spillway, located about 18 miles downstream from Homestead, Oregon; a reservoir about 22½ miles long at elevation 1,683 feet; intake structure, 5 steel penstocks; powerhouse on right bank below dam with installed generating capacity of about 272,000 kw; a substation; transmission lines; and appurtenant structures.

Project No. 2133, to be located in Baker and Malheur Counties, Oregon, and Adams and Washington Counties, Idaho, will consist principally of a dam about 395 feet high and about 1,700 feet long including spillway, located about 9 miles downstream from Robinette, Oregon; a reservoir about 57½ miles long at elevation 2,077 feet, with useable storage capacity of about 1 million acre-feet; intake structure and tunnel; 4 penstocks; a

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powerhouse on right bank about 500 feet below dam, with installed generating capacity of about 360,400 kw; a substation; transmission lines; and appurtenant structures.

Any protest against the approval of these applications or request for any action thereon, with reasons for such protest or request, and the name and address of the party or parties so protesting or requesting, should be submitted on or before July 6, 1953 to the Federal Power Commission at Washington 25, D. C.

Leon M. Fuquay,
Secretary.

23925

EXHIBIT A

STATEMENT OF IDENTITY OF
APPLICANT'S OFFICERS, DIRECTORS, AND
RESIDENT ATTORNEY IN FACT IN OREGON

OFFICERS

T E Roach, President and General Manager and Chairman of Board of Directors, 1220 Idaho Street, Boise, Idaho.
A C Inman, Vice-President, Secretary and Director, 1220 Idaho Street, Boise, Idaho.
J H Rogers, Vice-President, Treasurer, Assistant Secretary and Director " " " " "
R E Gale, Vice-President and Director, " " " " "
B C Russell, Vice-President and Director, " " " " "
James E Bruce, Assistant Secretary, " " " " "
M M Ilch, Assistant Treasurer, " " " " "

DIRECTORS

C C Anderson, C C Anderson Co, Boise, Idaho.
J G Conley, P O Box 67, Caldwell, Idaho.
R.E Gale, Idaho Power Company, Boise, Idaho.
B Glavin, Rancher and Stockman, Twin Falls, Idaho
A C Inman, Idaho Power Company, Boise, Idaho
W J Lloyd, Lloyd Lumber Company, Nampa, Idaho
A L Merrill, Attorney, Pocatello, Idaho
C E Palmer, Physician and Surgeon, Ontario, Oregon.
T E Roach, Idaho Power Company, Boise, Idaho
J. H. Rogers, Idaho Power Company, Boise, Idaho
B C Russell, Idaho Power Company, Boise, Idaho
J R Simplot, J R Simplot Co, Boise, Idaho
Nathan Sommer, Boise Wholesale Dry Goods Company, Boise, Idaho.
E.T Waters, Rancher and Stockman, Boise, Idaho.

RESIDENT ATTORNEY IN FACT IN OREGON

Allan A Smith, Laing Gray & Smith, Public Service Building, Portland 4, Oregon.

23925

PROJECT NO. 188 Brownlee -

APPLICATION FOR A PRELIMINARY PERMIT

(BROWNLEE)

TO THE HYDROELECTRIC COMMISSION OF OREGON:

1. Idaho Power Company, a corporation duly qualified and doing business in the State of Oregon,
of 1220 Idaho Street, (Business Address) Boise, (City) Ada County, (County) Idaho, (State),
being an applicant for license under the provisions of/~~chapter 67, Oregon Laws, 1931,~~ Title 119, Chapter 1, O C L A. does

hereby make application for a preliminary permit for 24 months*, for the project described herein. This application is made in order that the applicant may secure and maintain priority for a license while procuring the data and performing the acts necessary to perfect an application for such license.

2. (a) If applicant is a corporation, give date and place of incorporation Maine - May 6, 1915.

For corporate data, see Exhibit A, attached.

(b) If applicant is an association of citizens, give date and place of organization .....

(c) If applicant is an individual, state whether or not a citizen of the United States ..... (Yes or No)

NOTE: An applicant corporation must submit as a lettered exhibit the full names, post office addresses and official designations of each of the principal officers and directors of said corporation and in case of a foreign corporation the name and address of the resident attorney in fact in this state.
An association must submit its articles of association if any there are. If there be no articles of association the fact must be stated.
An individual must submit an affidavit that he is a citizen of the United States.

3. The name of the stream from which water is proposed to be used is Snake River,

tributary of Columbia River

4. Quantity of water to be appropriated 21,000 cubic feet per second

(If water is to be used from two or more streams, state quantity from each)

5. Head to be utilized 277 feet.

6. Number of theoretical horsepower to be developed, 661,023
NOTE: Quantity of water in cubic feet per second, times head in feet, divided by 8.8, equals theoretical horsepower.

7. Location of point or points of diversion Installed capacity - 360,400 kw; peaking capability - 414,400 kw.
(Give bearing and distance to section corner)

Approximately South 0° 8' West 2,750 feet from the East 1/4 corner, Section 25,
(If there are to be two or more points of diversion, each must be described and the quantity of water to be diverted at each point must be stated.)
Township 8 South, Range 47 East, W M,

being within the Lot 3 (40-acre Legal Subdivision) of Section 2, Township 17 N;
Range 5 West, ~~W~~ B. M., in Washington County, Idaho ~~County~~.

8. The power plant is to be located in the Lot 1 (40-acre Legal Subdivision) of Section 2,
Township 17 N, Range 5 West, ~~W~~ B. M., Idaho.

* The act limits the time for which such permit may be issued to a period not exceeding two years, which period may be extended for an additional period not exceeding one year.

9. Give name of stream to which water will be returned after passing through plant

Snake River

Location of point of return Lot 1 (40-acre Legal Subdivision), Section 2, Township 17 N.,
Range 5 W, ~~W~~ B. M., Idaho.

10. The Not applicable; see Exhibit C. (Canal, Pipeline, Flume, Etc.) is to be ..... (Miles or Feet) in length.

11. Description of diversion dam. Height 395 feet; length on top 1,700 feet. Material from which to be constructed ~~rock-fill with reinforced concrete upstream face.~~

~~See Exhibit C.~~

23925

RESERVOIR

If a reservoir is to be used in connection with the proposed project give description as follows:

12. (a) Name of reservoir Brownlee

(b) Location of reservoir Lot 16, Sec 25, (Section or Sections), Township 8 S, Range 47 E, W. M.

~~County or counties~~ Baker County, upstream approximately 58 miles to approximately Section 16, Township 15 South, Range 46 East, W M, Malheur County, Oregon.

(c) If located in channel of stream, give name Snake River

tributary of Columbia River

(d) Location of dam Lot 16 (40-acre Legal Subdivision), Section 25, Township 8 S, Range 47 E, W. M.

(e) Quantity of water to be stored Approximately 1,500,000 acre-feet, of ~~acre-feet~~. which 1,000,000 acre-feet will be usable storage.

(f) Height of dam 395 feet; length on top 1,700 feet; thickness at top 30 feet; thickness at bottom 1,140 feet; material to be used in construction rock-fill; type of construction See Exhibit C.

13. The estimated cost of the proposed project is $63,594,800.

14. The proposed scheme of development for the project is as follows: (Here give a concise general description of the project, including an estimate of the power capacity and the proposed installed capacity.) See Exhibit C attached.

15. The proposed use or market for the power to be developed is as follows:

See Exhibit C attached.

23925

16. The location and capacity of all power projects owned or operated by the applicant, the markets supplied thereby, and the relation thereof to the project applied for are described briefly as follows: See Exhibit C attached.

(Attach Separate Sheet if Necessary)

17. The following exhibits are filed herewith and made a part of this application.

Exhibit: A - Statement of corporate data.

Exhibit: B - General project map.

Exhibit: C - Federal Power Commission license application.

18. If this application is made by a corporation or association, give the date of authorization thereof by the board of directors April 9, 1953.

IN WITNESS WHEREOF this application is signed this 19th day of May, 1953.

IDAHO POWER COMPANY
(Name of Applicant)

(SEAL)
ATTEST:
(Sgd) A. C. Inman
Secretary

By (Sgd) T. E. Roach
President

WITNESSES:

(Sgd) James E. Bruce (Name) — 1220 Idaho Street, Boise, Idaho (Address)

(Sgd) Marguerite M. Brunney (Name) — 1220 Idaho Street, Boise, Idaho (Address)

REMARKS:

23925

HYDROELECTRIC COMMISSION
OF OREGON

Application for Preliminary Permit

PROJECT NO. 188

This instrument was first received in the office of the Hydroelectric Commission of Oregon on the 20th. day of May, 1953., at 1 o'clock P M.

HYDROELECTRIC COMMISSION OF OREGON,

By (Sgd) Chas. E. Stricklin
Secretary

23925

May 7, 1953

RE: Permits Nos. 23925 and R-905

Idaho Power Company
1220 Idaho Street
Boise, Idaho

ATT: Mr. James E. Bruce

Dear Mr. Bruce:

We acknowledge receipt of your letter of May 6, 1953, enclosing bonds in connection with the above numbered permits, which have been placed on file.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:fg

23925

IDAHO POWER COMPANY

BOISE, IDAHO

May 6, 1953

RECEIVED
MAY 7 1953
Department of Reclamation

Mr Mark R Kulp
State Reclamation Engineer
State Capitol Building
Boise, Idaho

Re: Water Permit Bonds
Bond #261964 - Permit No 23925
Bond #261963 - Permit No R 905
(Brownlee)

Dear Mr Kulp:

I am transmitting herewith the captioned water permit bonds for the Brownlee Project, both of which bonds were fully executed by the General Casualty Company of America on April 30, 1953.

Very truly yours,

James E Bruce

James E Bruce
Attorney

ed
Encls

23925

GENERAL CASUALTY COMPANY OF AMERICA

SEATTLE, WASHINGTON

#261964

KNOW ALL MEN BY THESE PRESENTS,

THAT WE, THE IDAHO POWER COMPANY, A CORPORATION, OF BOISE, IDAHO (HEREINAFTER CALLED THE PRINCIPAL), AS PRINCIPAL, AND GENERAL CASUALTY COMPANY OF AMERICA (HEREINAFTER CALLED THE SURETY), AS SURETY, ARE HELD AND FIRMLY BOUND UNTO STATE OF IDAHO (HEREINAFTER CALLED THE OBLIGEE) IN THE PENAL SUM OF ONE THOUSAND AND NO/100 ($1,000.00) FOR THE PAYMENT OF WHICH THE PRINCIPAL AND THE SURETY BIND THEMSELVES, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, FIRMLY BY THESE PRESENTS.

SIGNED AND SEALED THIS THIRTIETH DAY OF APRIL, 1953

THE TERMS OF THIS OBLIGATION ARE SUCH THAT, WHEREAS THE ABOVE NAMED PRINCIPAL ON THE 17TH DAY OF OCTOBER, 1952, FILED IN THE OFFICE OF THE STATE RECLAMATION ENGINEER IN BOISE, IDAHO, A CERTAIN APPLICATION FOR PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO, THE SAID APPLICATION BEING THEREUPON NUMBERED No 30947, IN ACCORDANCE WITH WHICH SAID APPLICATION THE STATE RECLAMATION ENGINEER GRANTED AND ISSUED TO THE SAID PRINCIPAL HEREIN A CERTAIN PERMIT NUMBERED No 23925, A FULL, TRUE AND COMPLETE COPY OF WHICH APPLICATION No 30947 AND PERMIT No 23925 IS OF RECORD IN THE OFFICE OF THE STATE RECLAMATION ENGINEER IN BOOK 85 OF PERMITS, AT PAGE 23925.

NOW, IF THE ABOVE BOUNDEN PRINCIPAL SHALL FAITHFULLY CARRY TO COMPLETION THE SAID WORKS OF DIVERSION AS SPECIFIED IN SAID APPLICATION No 30947 AND PERMIT No 23925, IN THE MANNER AND FORM PRESCRIBED THEREIN AND WITHIN THE TIME ALLOWED, THEN THE ABOVE OBLIGATION TO BE VOID, OTHERWISE TO REMAIN IN FULL FORCE AND EFFECT.

THE IDAHO POWER COMPANY

ATTEST

By _____
Vice President

_____
Asst. SECRETARY

GENERAL CASUALTY COMPANY OF AME

By _____
ATTORNEY-IN-FACT

_____
RESIDENT AGENT

23925

April 20, 1953

RE: Permits Nos. 23925 and R-905

Idaho Power Company
1220 Idaho Street
Boise, Idaho

ATT: Mr. James E. Bruce

Dear Mr. Bruce:

We enclose Permits Nos. 23925 and R-905, and direct your attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

Your special attention is directed to the requirement that a bond in the amount of $1,000.00 by filed with this department on or before June 2, 1953.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:fg
Enc.

23925

IDAHO POWER COMPANY

BOISE, IDAHO

March 17, 1953

RECEIVED
MAR 20 1953
Department of Reclamation

Mr Mark R Kulp
State Reclamation Engineer
Department of Reclamation
Capitol Building
Boise, Idaho

Re: Applications Nos 30947
and R-30948

Dear Mr Kulp:

I am forwarding herewith Affidavits of Publication from the Weiser American with respect to the above applications.

Very truly yours,

James E Bruce
Attorney

ed

23925

Affidavit of Publication

STATE OF IDAHO,
County of Washington. } ss.

Harry N. Nelson, being duly sworn, deposes and says: That he is the publisher of WEISER AMERICAN, a weekly newspaper published at Weiser, in the County of Washington and State of Idaho; that said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Weiser; that the advertisement, a copy of which is hereto attached, was published in said newspaper once a week for three consecutive weeks in the regular and entire issue of every number of said paper during the period and time of publication, and was published in the newspaper proper and not in a supplement; that said paper has been established and regularly and continuously published for more than seventy-eight weeks past previous to the first publication of this notice. Such notice was published in the issues beginning with February 16, 1953 and ending with the issue of March 2, 1953

Fees $ 15.87 20.70

Harry N Nelson

Subscribed and sworn to before me this 14 day of March, 1953

Amy V Lloyd
Notary Public Residing at Weiser, Idaho

My Commission Expires April 1, 1954

23925

No. 540

STATE OF IDAHO
DEPARTMENT OF
RECLAMATION

NOTICE OF APPLICATION FOR PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO IN ACCORDANCE WITH THE PROVISIONS OF SECTION 42-203, IDAHO CODE.

NOTICE IS HEREBY GIVEN, That the Idaho Power Company of Boise, Idaho, has made application on the 17th day of October, 1952, to appropriate Twenty-thousand (20,000) cubic feet per second of the water of Snake River for the generation of electric power, subject to future depletion and diversions of water for upstream irrigation and consumptive uses in the Snake River watershed.

That the point of diversion of said water is described as being 1,080 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 north, Range 5 West, B. M., and in Lot 2, Section 2, Township 17 North, Range 5 West, B. M.

That the point of use of said water is described as being 1,760 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 North, Range 5 West, B. M., and in Lot 3, Section 2, Township 17 North, Range 5 West, B. M.

That any protests against the approval of this application must be filed in the Department of Reclamation, at Boise, Idaho, within forty (40) days from the date of this notice, and such protest shall state the name and address of the protestant, and shall clearly set forth his objections to the approval of said application.

Dated this 28th day of January, 1953.

MARK R. KULP
State Reclamation Engineer

Date of first publication February 16.

Date of last publication March 2.

Last date for protest March 9, 1953.

SERVICE OF THE FOREGOING, by copy, is hereby admitted, this 2nd day of February, 1953.

IDAHO POWER COMPANY
Applicant
By Its Assistant Secretary
JAMES E. BRUCE

93-3a

A SCOTCH POSTALGRAM from the SIGNAL-AMERICAN WEISER, IDA.

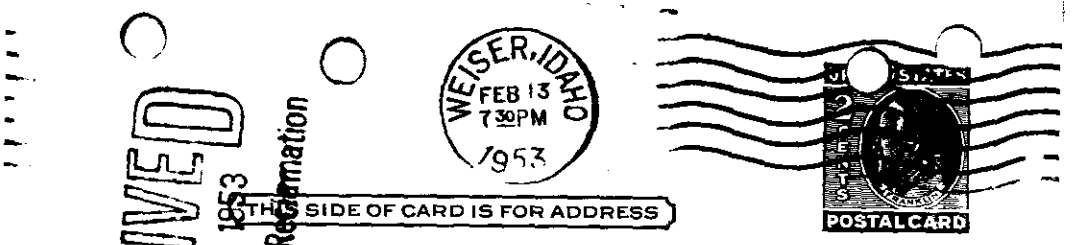
February 13, 1953

We are in receipt of your request for insertion beginning in the Weiser American February 16, applications ~~of~~ for use of Water from the Snake river, by Idaho Power company. Ref; Nos., 30947 and R-30948, each will run sucessively February 16, 23 and March 2.

Thank you

Yours very truly
Signal American
Weiser, Idaho.

23925



RECEIVED
FEB 14 1953
Department of Reclamation

THIS SIDE OF CARD IS FOR ADDRESS

State of Idaho
Department of Reclamation
Mark R. Kulp, Engr.
Statehouse, Boise, Idaho.

Att;
Jeanne L. Anderson

23925

aff 30947

March 12, 1953

Weiser Irrigation District
28 West Idaho Street
Weiser, Idaho

ATT: Mr. Arlo Alder, President

Dear Mr. Alder:

I have your letter of March 7, 1953, on Idaho Power Company applications for permits and can assure you that all permits issued to the Idaho Power Company or any other power company or development will contain the items suggested in your letter. The Oxbow permit was amended last year to meet these requirements, and the Strike permit has the same restriction.

I thank you for the expression of your interest in the wise use of our water resource.

Very truly yours,

MARK R. KULP
State Reclamation Engineer

K:fg

23925

WEISER IRRIGATION DISTRICT

ORGANIZED 1903

28 WEST IDAHO STREET

WEISER, IDAHO

M 11 1953
Department of Reclamation

March 7th, 1953

Mark R. Kulp
State Reclamation Engineer
107 State House
Boise, Idaho

Dear Sir:

In order to insure and safeguard future appropriation of the waters of Snake River and its tributaries, for Irrigation purposes, We, the Board of Directors of Weiser Irrigation District, suggest, and go upon record as favoring a policy which:

Would allow Idaho Power to receive appropriation of the public waters of Snake River, subject to depletiation and diversion of water for upstream Irrigation and consumptive uses in the Snake River watershed.

We also favor and would like to see modification of this application or applications, (#539 & 540 Weiser Signal-American--Mar 2, 1953 and Mar 5, 1953) whereby Idaho Power Company could have no recourse against persons, companies or municipalities causing such depletiation or diversion of said waters.

We also favor insurance against recourse to Idaho Power Company for losses sustained by depletiation or diversion of said Irrigation or consumptive waters.

Sincerely,

Arlo Alder

Arlo Alder
President
Board of Directors

Attest: Vincent F. Derig
Vincent F. Derig
Secretary.

23925

CAP 30947

March 12, 1953

West Ridge Irrigation Lateral District
Weiser
Idaho

ATT: Mr. Hugh M. Laird, Chairman
Board of Directors

Dear Mr. Laird:

All current permits issued for power contain restrictions against claims of the power developers for water required for present and future irrigation development.

The Oxbow permit was amended last year to meet these requirements and the Strike permit also contains the same restrictions.

I thank you for your interest and your action in making it known.

Very truly yours,

MARK R. KULP
State Reclamation Engineer

K:fg

March 7th, 1953

RECEIVED
MAR 11 1953
Department of Reclamation

Mark R Kulp
State Reclamation Engineer
107 State House
Boise, Idaho

Dear Sir:

We Should like to go on record as favoring the modifications to Idaho Power Companies application to appropriate public waters of Snake River and its tributaries, which are submitted this day by Weiser Irrigation District.

We feel that in this arid Western Country, Irrigation should hold first priority to Public waters and that Individuals, Companies, and Municipalities interested in reclaimation work should not be hampered by long and costly court proceedure in order to secure the Irrigation water so necessary for their endeavour.

As Reclamation Engineer we feel that you know better than any one how these matters can become involved, and that you will take steps to protect the interests of future Irrigation in the Snake River Valley.

Sincerely

H M Laird

Hugh M Laird
Chairman of the Board of
Directors--West Ridge
Irrigation Lateral District.

vfd-hml

23925

February 12, 1953

RE: Applications Nos. 30947 and R-30948

Idaho Power Company
1220 Idaho Street
Boise, Idaho

ATT: Mr. James E. Bruce

Dear Mr. Bruce:

We have sent to the Weiser American copy of notices in connection with the above numbered applications, with instructions to publish them once a week for three weeks beginning with their next issue, and to send you the affidavits of publication together with statement of costs.

If no protests are filed, these applications will be approved and permits issued upon receipt from you of the affidavits of publication.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:fg

23425

February 11, 1953

RE: Applications Nos. 30947 and R-30948

Weiser American
Weiser
Idaho

Gentlemen:

We enclose two notices which we will ask you to publish once a week for 3 consecutive weeks, beginning with your next issue.

The cost of publication is to be paid by the Idaho Power Company, 1220 Idaho Street, Boise, Idaho, to whom please send affidavits of publication together with statement of costs.

Please acknowledge receipt of these notices and furnish this department with a copy of your first issue containing same.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:fg
Enc.

23-125

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

NOTICE OF APPLICATION FOR PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO IN ACCORDANCE WITH THE PROVISIONS OF SECTION 42-203, IDAHO CODE.

NOTICE IS HEREBY GIVEN, That the Idaho Power Company of Boise, Idaho, has made application on the 17th day of October, 1952, to appropriate Twenty-thousand (20,000) cubic feet per second of the waters of Snake River for the generation of electric power, subject to future depletion and diversions of water for upstream irrigation and consumptive uses in the Snake River watershed.

That the point of diversion of said water is described as being 1080 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 North, Range 5 West, B.M., and in Lot 2, Section 2, Township 17 North, Range 5 West, B.M.

That the point of use of said water is described as being 1760 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 North, Range 5 West, B.M., and in Lot 3, Section 2, Township 17 North, Range 5 West, B.M.

That any protests against the approval of this application must be filed in the Department of Reclamation, at Boise, Idaho, within forty (40) days from the date of this notice, and such protest shall state the name and address of the protestant, and shall clearly set forth his objections to the approval of said application.

Dated this 28th day of January, 1953.

Mark R Kulp

MARK R. KULP
State Reclamation Engineer

Date of first publication _____
Date of last publication _____
Last date for protest March 9, 1953.

SERVICE OF THE FOREGOING, by copy, is hereby admitted, this _____ day of _____, 1953.

IDAHO POWER COMPANY
Applicant

By _____
Its

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

NOTICE OF APPLICATION FOR PERMIT TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO IN ACCORDANCE WITH THE PROVISIONS OF SECTION 42-203, IDAHO CODE.

NOTICE IS HEREBY GIVEN, That the Idaho Power Company of Boise, Idaho, has made application on the 17th day of October, 1952, to appropriate Twenty-thousand (20,000) cubic feet per second of the waters of Snake River for the generation of electric power, subject to future depletion and diversions of water for upstream irrigation and consumptive uses in the Snake River watershed.

That the point of diversion of said water is described as being 1080 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 North, Range 5 West, B.M., and in Lot 2, Section 2, Township 17 North, Range 5 West, B.M.

That the point of use of said water is described as being 1760 feet distant Northwesterly from the Southeast corner of Section 2, Township 17 North, Range 5 West, B.M., and in Lot 3, Section 2, Township 17 North, Range 5 West, B.M.

That any protests against the approval of this application must be filed in the Department of Reclamation, at Boise, Idaho, within forty (40) days from the date of this notice, and such protest shall state the name and address of the protestant, and shall clearly set forth his objections to the approval of said application.

Dated this 28th day of January, 1953.

Mark R Kulp

MARK R. KULP
State Reclamation Engineer

Date of first publication _____
Date of last publication _____
Last date for protest March 9, 1953.

SERVICE OF THE FOREGOING, by copy, is hereby admitted, this 2nd day of February, 1953.

IDAHO POWER COMPANY
Applicant

23925

By James E. Bruce
Its Asst. Secretary

IDAHO POWER COMPANY

BOISE, IDAHO

January 30, 1953

RECEIVED
FEB 4 1953
Department of Reclamation

Mark R Kulp
State Reclamation Engineer
Department of Reclamation
Capitol Building
Boise, Idaho

Attention: Jeanne L Anderson, Chief Clerk

Gentlemen: Re: Applications Nos 30947 and 30948

With respect to your letter of January 28, 1953, application No 30947 should be changed to show a point of diversion in Lot 3, in accordance with Application R-30948.

If you will take care of this on the copy which you have, we will attend to it on our file copy.

Very truly yours,

James E. Bruce

James E Bruce
Attorney

JEB:ed

23925

Form No. 11

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) February 2, 1953

(P. O.) 1220 Idaho Street, Boise, Idaho

TO THE STATE RECLAMATION ENGINEER:

Boise, Idaho.

Dear Sir:

You are hereby authorized to have the attached notice published at my expense in the Weiser American of Weiser, Idaho published in the county in which the works are situated.

IDAHO POWER COMPANY

By: James E. Bruce
Assistant Secretary

(In case of canals or other works designed to divert and carry more than 50 cubic feet of water per second, the following certificate must be signed by a well-known and competent engineer.)

I hereby certify that the facts set forth in the attached notice are true.

.....
Engineer.

23925

January 28, 1953

RE: Applications Nos. 30947 and R-30948

Mr. A. C. Inman
C/o Idaho Power Company
1220 Idaho Street
Boise, Idaho

Dear Mr. Inman:

We enclose two copies of notices in connection with Applications Nos. 30947 and R-30948, of the Idaho Power Company.

You will note that one of these describes the point of diversion or location of the outlet of the reservoir as being in Lot 2, Section 2, Township 17 North, Range 5 West, B.M., whereas the other describes it as in Lot 3.

Doubtless this should be Lot 3 in each instance, but we hesitate to change it without your authorization.

Please acknowledge service on the original of these notices and return to this department together with Form 11 which is authorization for us to have the notices published at your expense in the designated county newspaper.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:fg
Enc.

3-3125

IDAHO POWER COMPANY

BOISE, IDAHO

January 13, 1953

RECEIVED
JAN 14 1953
Department of Reclamation

Department of Reclamation
State Capitol Building
Boise, Idaho

Attention Jennie L Anderson, Chief Clerk

Gentlemen: Re: Applications 30947 and R-30948

In response to your communication of November 17, 1952, this will confirm delivery of the documents and information called for with respect to our Brownlee appropriation and reservoir applications, Nos 30947 and R-30948.

Very truly yours,

A C Inman
Secretary

ACI:mb

23125

FORM NO. 30

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

Boise, Idaho, November 17, 1952

Application Nos. 30947 & 30948

Idaho Power Company

Boise, Idaho

SIRS:

Application which has been filed under the above number is herewith returned for correction in the following particulars:

Furhish tracing and print for each application.

You are allowed 60 days from date of first return for correction, as stamped in second line on back of application, to file completed application. If received after that date application can be refiled under a new number with later priority, requiring additional fee.

Yours truly,

MARK R. KULP
STATE RECLAMATION ENGINEER.

By .....

Chief Clerk

Encl: App.

23425

October 23, 1952

RE: Application No. R-30948

Idaho Power Company
1220 Idaho Street
Boise, Idaho

ATT: Mr. James E. Bruce
Attorney

Dear Mr. Bruce:

We enclose departmental receipt No. 25037 for the additional $5.00 fee in connection with the above numbered application for permit.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:fg
Enc.

P.S. Through an oversight, these applications were not indexed the day they were filed, and therefore they were given different application numbers than those shown on the receipts handed you by Mr. Kulp.

Please change the application number on receipt No. 25020 to read Application No. 30947 instead of 30930, and on receipt No. 25021 to read Application No. R-30948 instead of 30931.

23-25

IDAHO POWER COMPANY

BOISE, IDAHO

October 21, 1952

RECEIVED
OCT 22 1952
Department of Reclamation

Department of Reclamation
State Capitol Building
Boise, Idaho

Attention Mr Mark R Kulp, State Reclamation Engineer

Dear Mr Kulp:

Transmitted herewith is Idaho Power Company check in the amount of $5, representing the additional amount necessary to complete the filing fee.

Very truly yours,

James E Bruce

James E Bruce
Attorney

JEB:ed

23925

Address all communications to

(Form No. 1)

P. O. .....

APPLICATION FOR PERMIT

TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO

Application No. 30947

Permit No. 23925

District No. .....

1. Name of applicant: IDAHO POWER COMPANY

Post office address 1220 Idaho St., Boise County Ada State Idaho

I. If applicant is a corporation, give:

(a) Date and place of incorporation: Maine-May 6, 1916

(b) Amount of authorized capital stock: $ 76,000,000 (c) Amount paid in: $ 40,500,000

(d) Names and addresses of directors: C.C.Anderson, Boise, Idaho; J.C.Conley, Caldwell, Idaho; R.E.Cale, Boise, Idaho; B.Clavin, Twin Falls, Idaho; A.C.Inman, Boise, Idaho; W.J.Lloyd, Nampa, Idaho; A.L.Merrill, Pocatello, Idaho; J.H.Rogers, Boise, Idaho; R.C.Russell, Boise, Idaho; J.R.Simplot, Boise, Idaho; Nathan Sonner, Boise, Idaho; E.T.Waters, Weiser, Idaho; C.E.Palmer, Ontario, Oregon; T.E.Roach, Boise, Idaho.

II. The financial resources of the applicant are: (a) Cash on hand: $ See balance sheet attached

(b) Treasury stock: ..... (c) Bonds to be issued: .....

(d) Other resources: .....

2. Quantity of water claimed: 20,000.00 cubic feet per second

3. Source of water supply: Snake River

which is tributary of Columbia River

4. Location of point of diversion: 1020 feet northwesterly distant from the S.E. corner of Section 2, T. 17 N. R. 5 W., B. M., and is in the Lot 3 of Section 2, T. 17 N. R. 5 W., B. M., County of Washington

5. Water is to be used for: Generation of electric power

6. If for mining, milling, power or manufacturing purposes, give:

(a) Point of use of water: 1760 feet northwesterly distant from SE corner of Section 2 T. 17 N. R. 5 W., B. M., in Lot 3 of Section 2, T. 17 N., R. 5 W., B. M.

(b) Amount of power generated: Approx. 500,000 H. P., under 277 feet head.

(c) Water is to be returned to Snake River at a point 1760 feet Northwesterly distant from the S.E. corner of Section 2, T. 17 N., R. 5 W., B. M., in the Lot 3 of Section 2, T. 17 N., R. 5 W., B. M.

7. Estimated cost of works: $ 61,024,000.00

8. Kind of works: Reservoir, dam and hydro-electric power plant.
(Reservoir, dam, ditch, flume, pipe, etc.)

9. Height of dam 340 (approximately) feet; length of dam at top 1765 (approximately) feet; length of dam at bottom 1950 (approximately)
(If height of dam will exceed 10 feet or will store more than 100 acre feet of water, send to Department of Reclamation for Regulations.)
feet; material used in dam Rock dam with upstream face of concrete. Concrete waste-

10. Size of headgate: Width Glory-hole type. feet; Height ..... feet. way structure 400 ft. long with tainter gates. Capacity 300,000 c fs with 5 ft. surcharge not yet designed.

11. Ditch: Width at bottom ..... feet; Width at water line ..... feet; Depth of water ..... feet;

Dimensions of flume .....; Diameter of pipe ..... inches;

Length of conduit ..... miles. Average grade per mile ..... feet.

Tunnel about 48 ft. inside diameter, concrete lined, approximate length 1300 feet.

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12. The time required for the completion of such work is Five (5) years.

13. The time required for the complete application of the water to the proposed use is Six (6) additional years.

14. The land to be irrigated is described in the following tabulation:

(Give irrigable acreage in each 40-acre subdivision)

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total Number of Acres to be Irrigated ....

15. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are: ....

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16. (a) Is reservoir to be used? Yes (If so, fill in (b) and (c) below.)

(b) Name of reservoir and number of Storage Permit: Application No. R-30948 (Permit No. R-905)

(c) Date of filing of Application for Storage Permit and Name of Applicant: Idaho Power Company

Application filed October 17, 1952.

Remarks: Water will be stored in reservoir and thence diverted from the Snake River through a tunnel approximately 1300 feet long, thence through the water wheels back to the present Snake River channel. No water will be consumed. The rights for the use of the waters, stream bed and other lands of the State of Idaho, necessary for the construction, and operation of the dam and reservoir, are subject to the condition that the project shall be operated in such manner as will not conflict with the future depletion in flow of the waters of Snake River and its tributaries, or prevent or interfere with the future upstream diversion and use of such waters above the back water created by said dam, for the irrigation of lands and other beneficial consumptive uses in the Snake River Watershed.

BE IT KNOWN That the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

IDAHO POWER COMPANY
Applicant.

By T. E. Roach, President, Agent

Affidavit of Permission to File on Springs

(Not to be used when spring is situated on lands owned by applicant.)

I, ..., of ....., County of ....., State of ....., do hereby certify that I am the owner of the land on which the spring mentioned in the application of ..... is located, to-wit: .....

and that I do hereby grant unto the said ..... permission to file on the said spring as set forth in the foregoing application.

.....

STATE OF IDAHO
County of ..... } ss.

On this ..... day of ....., 195....., before me, a Notary Public for the State of Idaho, residing at ....., personally appeared ..... known to me to be the person.... whose name.... ..... subscribed to the foregoing certificate, and acknowledged to me that ....he.... executed the same.

Witness my hand and seal, the day and year in this certificate first above written.

.....
Notary Public.

My commission expires .....

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Approval of State Reclamation Engineer

The number of this permit is 23925

Recorded in Book 85 Page 23925 Approved April 2, 1953

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho, and hereby approve the same, subject to the following limitations and conditions:

Bond in the sum of $1,000 to be filed before June 2, 1953

Work to begin on or before _____, and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which the permit holder has no control.

One-fifth of the work above specified to be completed on or before October 2, 1955

The whole of said work to be completed on or before April 2, 1958

Beneficial use of water appropriated in accordance herewith, to be made on or before April 2, 1964

Witness my hand this 2nd day of April, 1953

MARK R. KULP
State Reclamation Engineer.

IN TESTIMONY WHEREOF, We, LEN JORDAN Governor of the State of Idaho, and IRA H. MASTERS, Secretary of State of the State of Idaho, have caused this instrument to be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed, this 2nd day of April, 1953

Countersigned:

By IRA H. MASTERS
Secretary of State.

STATE OF IDAHO

By LEN JORDAN
Governor.

(SEAL)

No. 23925

PERMIT

Date of first receipt at office of State Reclamation Engineer 4:00 P. M. October 17, 1952

Returned to applicant for correction November 17, 1952

Corrected application received January 14, 1953

Fees, $

FILING FEES FOR USE PERMIT:

For the first Sec. Ft. $5.00

For each additional Sec. Ft. or Fraction Thereof .25

23925

IDAHO POWER COMPANY

BOISE, IDAHO

October 17, 1952

RECEIVED
OCT 17 1952
4:00 P.M.
Department of Reclamation

Department of Reclamation
State Capitol Building
Boise, Idaho

Gentlemen:

I am transmitting herewith applications of Idaho Power Company to appropriate 20,000 cubic feet per second, and for the storage of 1,400,000 acre-feet of the waters of Snake River for electric power generating purposes in connection with this Company's proposed Brownlee hydroelectric development, together with checks for filing fees in the amounts of $5,004.75 and $1,399.75, respectively. Two copies of the maps of the proposed developments are also enclosed.

Very truly yours,

James E Bruce
Attorney

JEB:mb
Encl (8)

23925

IDAHO POWER COMPANY
BALANCE SHEET, JUNE 30, 1952
(Subject to Approval of Independent Auditors)

ASSETS AND OTHER DEBITS

ELECTRIC PLANT (see Note 1):		
Electric plant in service	$113,546,808.66	
Construction work in progress	13,327,620.95	
Electric plant acquisition adjustments	2,242,569.18	
Total electric plant		$129,116,998.79
INVESTMENT AND FUND ACCOUNTS:		
Other physical property	$ 155,706.23	
Miscellaneous investments	42,375.00	
Miscellaneous special funds	1,181.25	
Total investment and fund accounts		199,262.48
CURRENT AND ACCRUED ASSETS:		
Cash in banks - On demand	$ 3,280,733.83	
Special deposits	3,720.50	
Working funds	46,452.52	
Notes receivable	3,771.08	
Accounts receivable:		
Customers (less allowance for uncollectible accounts - $38,531.95)	1,090,826.16	
Other	54,310.96	
Materials and supplies (at average cost)	1,205,836.54	
Prepayments	53,713.24	
Total current and accrued assets		5,739,364.83
DEFERRED DEBITS:		
Preliminary survey and investigation charges	$ 207,198.30	
Other	86,417.27	
Total deferred debits		293,615.57
CAPITAL STOCK EXPENSE		458,975.13
TOTAL		$135,808,216.80

The accompanying Notes to Financial Statements are an integral part of this balance sheet.

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IDAHO POWER COMPANY
BALANCE SHEET, JUNE 30, 1952
(Subject to Approval of Independent Auditors)

LIABILITIES AND OTHER CREDITS

CAPITAL STOCK:		
4% Preferred, cumulative, $100 par; authorized, 400,000 shares; outstanding, 179,000 shares (see Note 3)	$17,900,000.00	
Premium on 4% Preferred Stock	278,826.00	
Common, $20 par; authorized, 1,800,000 shares; outstanding, 900,000 shares	18,000,000.00	
Premium on Common Stock	4,940,000.00	
Total capital stock		$ 41,118,826.00
LONG-TERM DEBT - First Mortgage Bonds:		
3 1/8% Series due 1973	$18,000,000.00	
2 3/4% Series due 1977	5,000,000.00	
3% Series due 1978	10,000,000.00	
2 3/4% Series due 1979	12,000,000.00	
3 1/4% Series due 1981	15,000,000.00	
Total long-term debt		60,000,000.00
CURRENT AND ACCRUED LIABILITIES:		
Notes payable - Banks	$ 7,700,000.00	
Accounts payable	1,009,567.59	
Liability for preferred stocks and bonds called for redemption (cash in special deposits)	2,320.50	
Customers' deposits	123,899.58	
Taxes accrued	3,388,874.50	
Interest accrued	437,070.33	
Preferred dividends accrued	119,333.33	
Other current and accrued liabilities	168,504.21	
Total current and accrued liabilities		12,949,570.04
DEFERRED CREDITS:		
Unamortized premium on debt (see Note 4)	$ 443,896.92	
Customers' advances for construction	72,700.59	
Other	805,271.00	
Total deferred credits		1,321,868.51
RESERVES:		
Property retirement (see Note 2)	$12,028,331.49	
Amortization of electric plant acquisition adjustments (see Note 1)	1,409,168.13	
Injuries and damages	32,028.61	
Total reserves		13,469,528.23
CONTRIBUTIONS IN AID OF CONSTRUCTION		422,128.93
EARNED SURPLUS		6,526,295.09
TOTAL		$135,808,216.80

The accompanying Notes to Financial Statements are an integral part of this balance sheet.

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RECEIVED
NOV 14 1951
Department of Reclamation

IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

J. C. KENNEDY,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Sixth Supplemental Indenture

Dated as of October 1, 1951.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

239.25

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

G R INCE, being first duly sworn, upon oath, deposes and says:

That he is an officer, to-wit, an Assistant Vice-President, of Bankers Trust Company, a corporation; that the printed Sixth Supplemental Indenture, dated as of October 1, 1951, by Idaho Power Company to Bankers Trust Company and J C Kennedy, as Trustees under its Mortgage and Deed of Trust, dated as of October 1, 1937, to which this affidavit is attached, is a full, true and correct copy of the original Sixth Supplemental Indenture aforesaid; that this affidavit is made by affiant, as an officer of Bankers Trust Company, and on behalf of Bankers Trust Company and J C Kennedy, for the purpose of complying with the requirements of Section 45-1103, Idaho Code, to qualify said Sixth Supplemental Indenture for filing as a chattel mortgage.

Dated at New York City, New York, this 24th day of October, 1951.

G. R. Ince

Subscribed and sworn to before me this 24th day of October, 1951.

Aloyse A. Stephens
Notary Public.

(NOTARIAL SEAL)

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 6 [illegible]
[illegible] County
[illegible]
[illegible] Registers
[illegible] Registers
[illegible] 1953

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SUPPLEMENTAL INDENTURE, dated as of the 1st day of October, 1951, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and J. C. KENNEDY of 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the "Individual Trustee", such term, however, also referring to R. G. PAGE, a predecessor Individual Trustee, when used in relation to events occurring prior to September 1, 1951), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture, dated as of July 1, 1939, a Second Supplemental Indenture, dated as of November 15, 1943, a Third Supplemental Indenture, dated as of February 1, 1947, a Fourth Supplemental Indenture, dated as of May 1, 1948, and a Fifth Supplemental Indenture, dated as of November 1, 1949, each supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustees (the Original Indenture and all inden-

tures supplemental thereto together being hereinafter sometimes referred to as the "Indenture"); and

WHEREAS, the Original Indenture and said Supplemental Indentures have each been recorded in the records of the County of Elko, Nevada; the counties of Baker, Harney and Malheur, Oregon; and the counties of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Camas, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, Bonds have heretofore been issued, under and in accordance with the terms of the Indenture, in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3¾% Series due 1967", all of which have been paid; and in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) of a series designated "First Mortgage Bonds, 3⅛% Series due 1973", in the aggregate principal amount of Five Million Dollars ($5,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1977", in the aggregate principal amount of Ten Million Dollars ($10,000,000) of a series designated "First Mortgage Bonds, 3% Series due 1978", and in the aggregate principal amount of Twelve Million Dollars ($12,000,000) of a series designated "First Mortgage Bonds, 2¾% Series due 1979", all of which are outstanding at the date hereof; and

WHEREAS, R. G. Page, the Individual Trustee named in the Original Indenture and in said First, Second, Third, Fourth and Fifth Supplemental Indentures, has given written notice to the Company and has published notice of his resignation as Individual Trustee, such resignation having taken effect as of September 1, 1951, and by instrument dated as of September 1, 1951, the Company has appointed J. C. Kennedy, a citizen of the United States of America, as the successor

Individual Trustee to fill the vacancy caused by the said resignation, and the said J. C. Kennedy has accepted said appointment, all as provided in the Original Indenture; and

WHEREAS, by Section 120-A of the Indenture it is provided that without the consent of any holders of bonds then outstanding thereunder, the Company may, by an instrument in writing executed and acknowledged by it in such manner as would be necessary to entitle a conveyance of real estate to record in all the states in which any property at the time subject to the lien thereof shall be situated, add to the Indenture such terms and provisions as may be required or permitted by the Trust Indenture Act of 1939 (except any provision of the nature permitted by Section 316(a)(2) of said Act) to be included in any indenture to be qualified under said Act, and the Trustees are thereby authorized to join with the Company in the execution of such instrument or instruments, and that upon the execution and acknowledgment of such instrument and the delivery thereof to the Trustees any modification of the provisions of the Indenture therein set forth, authorized by said Section 120-A, shall be binding upon the parties thereto, their successors and assigns and the holders of the Bonds and coupons by the Indenture secured; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly determined to make, execute and deliver to the Trustees this Sixth Supplemental Indenture for the purposes herein provided, including the issuance of a sixth series of Bonds under the Indenture, in the aggregate principal amount of Fifteen Million Dollars ($15,000,000), to be designated as "First Mortgage Bonds, 3¼% Series due 1981" (herein called the "Bonds of 1981 Series"); and

WHEREAS, all things necessary to make said Bonds of 1981 Series, when duly authenticated by the Corporate Trustee and issued by the

Company, valid, binding and legal obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid, binding and legal instrument for the security thereof, have been performed, and the execution and delivery of this Sixth Supplemental Indenture and the issue of said Bonds as in this Sixth Supplemental Indenture provided have been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and other good and valuable considerations, the receipt whereof is hereby acknowledged, the Company and Corporate Trustee do hereby acknowledge and confirm their acceptance as of September 1, 1951, of the resignation of R. G. Page as Individual Trustee, and their appointment as of September 1, 1951 of J. C. Kennedy, a citizen of the United States of America, as successor Individual Trustee to fill the vacancy caused by the resignation of said R. G. Page, said J. C. Kennedy, to the extent permitted by law, to be vested with all the estates, properties, rights, powers, trusts, duties and obligations of his predecessor in trust under the Original Indenture (including the provisions and conditions expressed in Article XVI thereof) with like effect as if he had originally been named in the Original Indenture, and First, Second, Third, Fourth and Fifth Supplemental Indentures, as Individual Trustee thereunder.

Said J. C. Kennedy, pursuant to the provisions of the Original Indenture, does hereby acknowledge and confirm his acceptance as of September 1, 1951 of said appointment as successor Individual Trustee, and of the trust established by the Original Indenture, and indentures supplemental thereto, upon the terms and conditions thereof.

AND THIS INDENTURE FURTHER WITNESSETH:

That, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these

presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has duly executed and delivered to the Trustees this Sixth Supplemental Indenture and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto J. C. Kennedy and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees as aforesaid, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the following described properties, rights and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The C J Strike hydro-electric development situated in Township 6 South, Range 4 East, Boise Meridian, in Snake River, in Elmore and Owyhee Counties, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, substations, buildings and other structures and facilities, and construction work in progress, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection therewith, and all water rights, reservoir rights, flowage rights, flooding rights, water appropriations, permits and licenses, and rights to the storage and use of water, including water rights now or hereafter acquired by actual application of water to beneficial use.

2. The Boise-Nampa Junction transmission line, extending from the Boise 17th Street substation in a westerly direction to the North Nampa Junction in Canyon County, Idaho.

3. The Duffin Tap transmission line, extending from a point in the American Falls-Shoshone Falls transmission line in Mini-

doka County, Idaho, in a northerly direction to the Company's Duffin substation in Minidoka County, Idaho.

4. The Eden Tap transmission line, extending from a point in the American Falls-Shoshone Falls transmission line in Jerome County, Idaho, in a southerly direction to the Company's Eden substation in Jerome County, Idaho.

5. An extension to the present Grandview Pumping Plant transmission tap line in Elmore County, Idaho, extending in an easterly direction to the Company's C J Strike hydro-electric development substation in Owyhee County, Idaho.

6. The South Wendell transmission tap line, extending from a point in the Thousand Springs-Jerome Junction transmission line in Gooding County, Idaho, in a northerly direction to the Company's Wendell substation in Gooding County, Idaho.

7. The Don double circuit transmission line, extending from the Company's Don substation in Power County, Idaho, in an easterly direction to a point in the Pocatello-Blackfoot transmission line in Bannock County, Idaho.

8. The Twin Falls tap transmission line, extending from a point in the Upper Salmon-Shoshone Falls transmission line in Jerome County, Idaho, in a southerly direction to the Company's Twin Falls substation in Twin Falls County, Idaho.

9. The Ontario-Vale transmission line, extending from the Company's North Ontario substation in Malheur County, Oregon, in a westerly direction to the Company's Vale substation in Malheur County, Oregon.

10. The Weiser tap transmission line, extending from a point in the Ontario-Huntington transmission line in Malheur County, Oregon, in a northeasterly direction to the Company's Weiser substation in Washington County, Idaho.

11. The Pingree-Rockford transmission line, extending from the Company's Pingree substation in Bingham County, Idaho, in

a northerly direction to the Company's Rockford substation in Bingham County, Idaho.

12. The C J Strike-Mt. Home transmission line, extending from the C J Strike hydro-electric development in a northeasterly direction to the Company's sectionalizing station near Mt. Home in Elmore County, Idaho.

13. The C J Strike-Caldwell transmission line, extending from the C J Strike hydro-electric development in a northwesterly direction to the Company's Caldwell substation in Canyon County, Idaho.

14. The Kenyon tap transmission line, extending from a point in the Milner-Oakley transmission line in Cassia County, Idaho, in an easterly direction to the Kenyon substation in Cassia County, Idaho.

15. Those certain substations, transformer stations and equipment as now installed at the following locations: The Juntura substation in Malheur County, Oregon; the Eagle substation in Ada County, Idaho; the Rockford substation in Bingham County, Idaho; the Kenyon substation in Cassia County, Idaho; the Eden substation in Jerome County, Idaho; the Blackbird, Jones Ranch and Salmon substations in Lemhi County, Idaho; the Three Creeks substation in Owyhee County, Idaho; the Big Creek substation in Valley County, Idaho; and the Council substation in Adams County (erroneously described in the Fifth Supplemental Indenture as located in Washington County), Idaho.

16. The Company's Service Building in Pocatello, Bannock County, Idaho.

17. All franchises, grants, rights of way, easements, licenses, certificates, and other rights under which the Company's property, plants, lines and systems are or may be operated, including, but not limited to, the following:

(a) Franchise granted by the Village of Fruitland (in Payette County, Idaho), Ordinance No. 22, on April 6, 1950, expires December 31, 1999.

(b) Franchise granted by the Village of Garden City (in Ada County, Idaho), Ordinance No. 21, on August 8, 1950, expires 50 years after date of passage.

(c) Franchise granted by the City of Nampa (in Canyon County, Idaho), Ordinance No. 748, on August 21, 1950, expires 50 years after date of passage.

(d) Franchise granted by the Village of Horseshoe Bend (in Boise County, Idaho), Ordinance No. 15, on September 5, 1950, expires 50 years after date of passage.

(e) Franchise granted by the City of Pocatello (in Bannock County, Idaho), Ordinance No. 1171, on November 16, 1950, expires October 1, 1990.

(f) Franchise granted by the Village of Atomic City (in Bingham County, Idaho), Ordinance No. 9, on January 9, 1951, expires 50 years after date of passage.

(g) Franchise granted by the City of Emmett (in Gem County, Idaho), Ordinance No. 515, on March 12, 1951, expires 50 years after date of passage.

(h) Franchise granted by the Village of Crouch (in Boise County, Idaho), Ordinance No. 1-7, on July 9, 1951, expires 50 years after date of passage.

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and

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

It is not intended herein or hereby to include in or subject to the lien of the Indenture, and the granting clauses hereof shall not be deemed to apply to, (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of the Original Indenture shall have occurred and be continuing and either or both of the Trustees, or a receiver or trustee, shall have entered upon or taken possession of the mortgaged and pledged property, or (2) in any case, unless specifically subjected to the lien thereof, any bonds, notes, evidences of indebtedness, shares of stock, or other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of the Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever;

IN TRUST, NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Original Indenture, as amended or modified by said First, Second, Third, Fourth and Fifth Supplemental Indentures and this Sixth Supplemental Indenture.

AND THIS INDENTURE FURTHER WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, in order to add to the Indenture terms and provisions required or permitted by the Trust Indenture Act of 1939 to be included in any indenture to be qualified under said Act and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Indenture, according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has duly executed and delivered to the Trustees this Sixth Supplemental Indenture, and it is hereby covenanted, declared and decreed by and between the parties hereto, for the benefit of those who shall hold the Bonds and interest coupons, or any of them, issued and to be issued under the Indenture, as follows:

ARTICLE I.

Description of Bonds of 1981 Series.

SECTION 1. The sixth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be Bonds of 1981 Series, designated as "First Mortgage Bonds, 3¼% Series due 1981" of the Company. The Bonds of 1981 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, except in so far as the terms and provisions of the Original Indenture have been or are amended or modified by said First, Second, Third, Fourth and Fifth Supplemental Indentures or by this Sixth Supplemental Indenture.

Bonds of 1981 Series shall mature on October 1, 1981 and shall be issued as coupon Bonds in the denomination of $1,000, registerable

as to principal, and as fully registered Bonds in denominations of $1,000 and $10,000 and in any multiple of $10,000, and in any other multiple of $1,000 authorized by the Company (the execution by the Company of any Bond of a particular denomination to be conclusive evidence of such authorization); they shall bear interest, payable semi-annually on April 1 and October 1 of each year, at the rate of three and one-quarter per centum (3¼%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the Bonds of 1981 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon Bonds of 1981 Series shall be dated as of October 1, 1951 and fully registered Bonds of 1981 Series shall be dated as in Section 10 of the Original Indenture provided.

The Bonds of 1981 Series, in definitive form, shall be, at the option of the Company, fully engraved or shall be lithographed or printed on steel engraved borders.

Bonds of 1981 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication

to be at least thirty (30) days prior to the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

104.50%		to	and	including	September	30,	1952;
104.35%	thereafter,	"	"	"	"	"	1953;
104.20%	"	"	"	"	"	"	1954;
104.05%	"	"	"	"	"	"	1955;
103.90%	"	"	"	"	"	"	1956;
103.75%	"	"	"	"	"	"	1957;
103.60%	"	"	"	"	"	"	1958;
103.45%	"	"	"	"	"	"	1959;
103.30%	"	"	"	"	"	"	1960;
103.15%	"	"	"	"	"	"	1961;
103.00%	"	"	"	"	"	"	1962;
102.85%	"	"	"	"	"	"	1963;
102.70%	"	"	"	"	"	"	1964;
102.55%	"	"	"	"	"	"	1965;
102.40%	"	"	"	"	"	"	1966;
102.25%	"	"	"	"	"	"	1967;
102.10%	"	"	"	"	"	"	1968;
101.95%	"	"	"	"	"	"	1969;
101.80%	"	"	"	"	"	"	1970;
101.65%	"	"	"	"	"	"	1971;
101.50%	"	"	"	"	"	"	1972;
101.35%	"	"	"	"	"	"	1973;
101.20%	"	"	"	"	"	"	1974;
101.05%	"	"	"	"	"	"	1975;
100.90%	"	"	"	"	"	"	1976;
100.75%	"	"	"	"	"	"	1977;
100.60%	"	"	"	"	"	"	1978;
100.45%	"	"	"	"	"	"	1979;
100.30%	"	"	"	"	"	"	1980; and
100.15%	thereafter to maturity;						

or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and pro-

vided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

101.55%		to	and	including	September 30,	1952;	
101.51%	thereafter,	"	"	"	"	"	1953;
101.48%	"	"	"	"	"	"	1954;
101.45%	"	"	"	"	"	"	1955;
101.41%	"	"	"	"	"	"	1956;
101.38%	"	"	"	"	"	"	1957;
101.34%	"	"	"	"	"	"	1958;
101.30%	"	"	"	"	"	"	1959;
101.27%	"	"	"	"	"	"	1960;
101.22%	"	"	"	"	"	"	1961;
101.18%	"	"	"	"	"	"	1962;
101.14%	"	"	"	"	"	"	1963;
101.10%	"	"	"	"	"	"	1964;
101.05%	"	"	"	"	"	"	1965;
101.00%	"	"	"	"	"	"	1966;
100.95%	"	"	"	"	"	"	1967;
100.90%	"	"	"	"	"	"	1968;
100.85%	"	"	"	"	"	"	1969;
100.80%	"	"	"	"	"	"	1970;
100.74%	"	"	"	"	"	"	1971;
100.69%	"	"	"	"	"	"	1972;
100.63%	"	"	"	"	"	"	1973;
100.57%	"	"	"	"	"	"	1974;
100.50%	"	"	"	"	"	"	1975;
100.44%	"	"	"	"	"	"	1976;
100.37%	"	"	"	"	"	"	1977;
100.30%	"	"	"	"	"	"	1978;
100.23%	"	"	"	"	"	"	1979;
100.16%	"	"	"	"	"	"	1980; and
100.08%	thereafter to maturity.						

If all the Bonds of 1981 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon Bonds of 1981 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered Bonds of 1981 Series, upon surrender thereof for cancellation at said office or agency of the Company together with a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered Bonds of the same series of other authorized denominations. Bonds of 1981 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon Bond of 1981 Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered Bonds of 1981 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon Bonds of 1981 Series, the coupons to be attached thereto, and the fully registered Bonds of 1981 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until Bonds of 1981 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Corporate Trustee shall authenticate and deliver, in lieu thereof, Bonds of 1981 Series in temporary form, as provided in Section 15 of the Original Indenture.

ARTICLE II.

Issue of Bonds of 1981 Series.

SECTION 5. Bonds of 1981 Series for the aggregate principal amount of Fifteen Million Dollars ($15,000,000) of 1981 Series, may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, pursuant to and upon compliance with the provisions of Article V, Article VI or Article VII of the Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 6. That all the terms, conditions, provisos, covenants and provisions contained in the Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes of the Indenture) the Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

SECTION 7. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien thereof; that it had or has, at the respective times of execution and delivery of the Original Indenture, the First, Second, Third, Fourth and Fifth Supplemental Indentures and this Sixth Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the Bonds of 1981 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 8. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1951, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Original Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

ARTICLE IV.

Provisions Required or Permitted by the Trust Indenture Act of 1939.

For the purpose of adding to the Indenture terms and provisions required or permitted by the Trust Indenture Act of 1939 to be included in any indenture to be qualified under said Act (other than any provision of the nature permitted by Section 316(a)(2) of said Act) the Indenture is hereby modified and amended as hereinafter in this Article IV provided.

SECTION 1. The Indenture is hereby amended so as to insert, following Article XIX thereof, new Articles XX to XXIII (both inclusive) to read as follows:

ARTICLE XX.

ADDITIONAL COVENANTS OF THE COMPANY.

SECTION 125. The Company covenants and agrees that, in addition to any opinions of counsel heretofore furnished to the Corporate Trustee with respect to recording, filing, re-recording and refiling, it will furnish to the Corporate Trustee (a) promptly after the execution and delivery of the Sixth Supplemental Indenture or any other indenture supplemental to the Indenture, executed and delivered subsequently to the Sixth Supplemental Indenture, an opinion of counsel (who may be of counsel for the Company) either stating that in the opinion of such counsel the Original Indenture and each indenture supplemental thereto, including the Sixth Supplemental Indenture, have been properly recorded and filed so as to make effective any lien intended to be created thereby, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to make such lien effective; and (b) on or before the first day of May in each year commencing with the year 1952, an opinion of counsel (who may be of counsel for the Company) either

stating that in the opinion of such counsel such action has been taken with respect to recording, filing, re-recording and refiling of the Original Indenture and of each indenture supplemental thereto as is necessary to maintain the lien thereof, and reciting the details of such action, or stating that in the opinion of such counsel no such action is necessary to maintain such lien.

SECTION 126. (a) The Company covenants that, if it shall appoint a paying agent other than the Corporate Trustee, it will cause such paying agent to execute and deliver to the Corporate Trustee an instrument in which it shall agree with the Corporate Trustee, subject to the provisions of this Section, (1) that such paying agent shall hold in trust for the benefit of the bondholders or the Corporate Trustee all sums held by such paying agent for the payment of the principal of or interest on the bonds; and (2) that such paying agent shall give the Corporate Trustee notice of any sums so paid to it or of any default by the Obligor in the making of any deposit with it for the payment of the principal of or interest on the Bonds and of any default by the Obligor in the making of any such payment. Such paying agent shall not be obligated to segregate such sums from other funds of such paying agent, except to the extent required by law.

(b) The Company covenants that if the Company acts as its own paying agent, it will, on or before each due date of the principal of or of any instalment of interest on the Bonds, set aside and segregate and hold in trust for the benefit of the bondholders or the Corporate Trustee a sum sufficient to pay such principal or interest so becoming due on the Bonds and will notify the Corporate Trustee of such action, or of any failure to take such action.

(c) Anything in this Section to the contrary notwithstanding, the Company may at any time, for the purpose of obtaining a release or satisfaction of this Indenture or for any other reason, pay or cause to be paid to the Corporate Trustee all sums held in trust by it or any paying agent as required by this Section, such sums to be held by the Corporate Trustee upon the trusts in this Indenture contained.

(d) Anything in this Section to the contrary notwithstanding, the holding of sums in trust as provided in this Section is subject to the provisions of Section 119 of this Indenture.

SECTION 127. In the case of conditions precedent provided for in this Indenture (including any covenants compliance with which constitutes a condition precedent) which relate to the authentication and delivery of Bonds, to the release or the release and substitution of property subject to the lien of this Indenture, to the satisfaction and discharge of this Indenture, or to any other action to be taken by the Trustees or either of them at the request or upon the application of the Company, the Company covenants to furnish to the Corporate Trustee, as evidence of compliance with such conditions precedent, in addition to or as a part of the certificates or opinions of officers of the Company or other persons required in such cases by the other applicable provisions of this Indenture:

(a) certificates or opinions made by the President or a Vice-President and the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary of the Company stating that such conditions precedent have been complied with;

(b) an opinion of counsel (who may be of counsel for the Company) stating that in his opinion such conditions precedent have been complied with; and

(c) in any case where a net earnings certificate is required or compliance with a condition precedent is subject to verification by accountants, a certificate or opinion of an accountant, who, in the case of any such conditions precedent to the authentication and delivery of Bonds, and not otherwise, shall be an independent public accountant if the aggregate principal amount of Bonds then applied for plus the aggregate principal amount of Bonds authenticated and delivered hereunder since the commencement of the then current calendar year (other than those with respect to which a net earnings certificate is not required, or with respect to which a certificate or opinion of an independent public accountant has previously been furnished to the Corporate Trustee) is ten per centum (10%) or more of the aggregate amount of the Bonds at the time outstanding; but no certificate need be made and signed by any person other than the President or a Vice-President and an accountant, as to dates or periods not covered by annual reports required to be filed by the Company, in the

case of conditions precedent which depend upon a state of facts as of a date or dates or for a period or periods different from that required to be covered by such annual reports but, in any event, one of the signers thereof shall be an accountant. The term "accountant" shall mean an individual or a co-partnership or a corporation qualified to pass on accounting questions and such an individual may be one employed by the Company. The term "public accountant" shall mean an individual or a co-partnership or a corporation entitled to practice as a public or chartered accountant under the laws of the jurisdiction of the residence or principal office of such person or entity. The term "independent public accountant" shall mean one who is in fact independent, whether or not regularly engaged by the Company, and who is selected by the Company and approved by the Corporate Trustee in the exercise of reasonable care.

SECTION 128. Notwithstanding the provisions of Sections 26, 28, 30, 37, 38, 49, 59, 60 and 61 hereof, the Company covenants and agrees that, as hereinafter provided, it will furnish to the Corporate Trustee, in addition to or as a part of certificates or opinions of officers of the Company or other persons required by other applicable provisions of this Indenture, the following certificates or opinions:

(a) In the event that the Company shall make application to the Trustees or either of them for the release (other than pursuant to Section 62 hereof) from the lien of this Indenture of any property or any securities, the Company shall furnish to the Corporate Trustee a certificate or opinion of an engineer, appraiser, or other expert as to the fair value of such property or securities to be released, which certificate or opinion shall state that in the opinion of the person making the same the proposed release will not impair the security under this Indenture in contravention of the provisions thereof. If the fair value of such property or securities and of all other property or securities released since the commencement of the then current calendar year, as set forth in the certificates or opinions required by this subdivision (a), is ten per centum (10%) or more of the aggregate principal amount of the Bonds outstanding under this Indenture at the time, such certificate

or opinion shall be made by an independent engineer, appraiser, or other expert; provided, however, that such certificate or opinion of an independent engineer, appraiser, or other expert shall not be required in the case of any release of property or securities, if the fair value thereof as set forth in the certificate or opinion required by this subdivision (a) is less than Twenty-five Thousand Dollars ($25,000) or less than one per centum (1%) of the aggregate principal amount of the Bonds outstanding under this Indenture at the time.

(b) In the event that the deposit with the Corporate Trustee of any securities (other than Bonds issued under this Indenture and securities secured by a lien prior to the lien of this Indenture upon property subject to the lien of this Indenture) is to be made the basis for the withdrawal of cash constituting a part of the trust estate or the release of property or securities subject to the lien of this Indenture, the Company shall furnish to the Corporate Trustee a certificate or opinion of an engineer, appraiser, or other expert as to the fair value to the Company of such securities. If the fair value to the Company of such securities and of all other such securities made the basis of any such withdrawal of cash or release of property or securities since the commencement of the then current calendar year, as set forth in the certificates or opinions required by this subdivision (b), is ten percentum (10%) or more of the aggregate principal amount of the Bonds outstanding under this Indenture at the time, such certificate or opinion shall be made by an independent engineer, appraiser, or other expert; provided, however, that such a certificate of an independent engineer, appraiser, or other expert shall not be required with respect to any securities so deposited, if the fair value thereof to the Company as set forth in the certificate or opinion required by this subdivision (b) is less than Twenty-five Thousand Dollars ($25,000) or less than one per centum (1%) of the aggregate principal amount of Bonds outstanding under this Indenture at the time.

(c) If the Company shall make application to the Corporate Trustee for the authentication and delivery of Bonds, the withdrawal of cash, constituting a part of the trust estate, or the release of property or securities subject to the lien of this Indenture, there

shall be furnished to the Corporate Trustee, a certificate or opinion of an engineer, appraiser or other expert as to the fair value to the Company of any property the subjection of which to the lien of this Indenture is to be made the basis for such authentication and delivery of Bonds, withdrawal of cash or release of property or securities and if

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

(B) the fair value to the Company of such property as set forth in such certificate or opinion is not less than Twenty-five Thousand Dollars ($25,000) and not less than one per centum (1%) of the aggregate principal amount of the Bonds at the time outstanding,

such certificate or opinion shall be made by an independent engineer, appraiser or other expert and, in the case of the authentication and delivery of Bonds, shall cover the fair value to the Company of any property so used or operated which has been so subjected to the lien of this Indenture since the commencement of the then current year, and as to which a certificate or opinion of an independent engineer, appraiser or other expert has not previously been furnished.

(d) Any certificate or opinion required under the provisions of this Section may be made by an officer or employee of the Company who is an engineer, appraiser, or other expert, appointed by the Board of Directors of the Company and approved by the Corporate Trustee, except in cases in which this Section requires that such certificate or opinion be made by an independent person. In cases in which such certificate or opinion is required to be made by an independent person, such certificate or opinion shall be made by an engineer, appraiser, or other expert who is in fact independent and who is selected by the Company and approved by the Corporate Trustee in the exercise of reasonable care. The approval by the Corporate Trustee of the maker of such certificate or opinion

shall be sufficiently evidenced by the acceptance of such certificate or opinion.

If, in any case within the provisions of this Section, a qualified officer or employee of the Company or an independent engineer, appraiser, or other expert is permitted or required by another applicable provision of this Indenture to make or join in the signing of a certificate with respect to the fair value of property or securities covered by the provisions of this Section, the certificate or opinion required under this Section may be incorporated into and included in such certificate or opinion required under such other applicable provision of this Indenture.

SECTION 129. The Company covenants and agrees that each certificate or opinion which is specifically required by the provisions of this Indenture to be delivered to the Corporate Trustee with respect to compliance with a condition or covenant provided for in this Indenture shall, among other things, include (1) a statement that the person making such certificate or opinion has read such covenant or condition; (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (3) a statement that, in the opinion of such person, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with; and (4) a statement as to whether or not, in the opinion of such person, such condition or covenant has been complied with.

ARTICLE XXI.

BONDHOLDERS' LISTS AND REPORTS BY THE COMPANY AND THE CORPORATE TRUSTEE.

SECTION 130. The Company covenants and agrees that it will furnish or cause to be furnished to the Corporate Trustee, between July 1 and July 15 and between January 1 and January 15 in each year beginning with July 1952, and at such other times as the Corporate Trustee may request in writing, a list in such form as the Corporate Trustee may reasonably require containing all the information in the

possession or control of the Obligor or of its paying agents as to the names and addresses of the holders of Bonds outstanding under this Indenture obtained since the date as of which the next previous list, if any, was furnished. The first such report shall be furnished to the Corporate Trustee no later than six months after the date of the initial issue of the Bonds. Any such list may be dated as of a date not more than fifteen (15) days prior to the time such information is furnished or caused to be furnished, and need not include information received after such date.

SECTION 131. (a) The Corporate Trustee shall preserve, in as current a form as is reasonably practicable, all information as to the names and addresses of the holders of Bonds outstanding under this Indenture (1) contained in the most recent list furnished to it as provided in Section 130 hereof, (2) received by it in the capacity of paying agent for the Bonds, and (3) filed with it within two preceding years pursuant to the provisions of paragraph (2) of subsection (c) of Section 133 hereof. The Corporate Trustee may (i) destroy any list furnished to it as provided in Section 130 hereof upon receipt of a new list so furnished; (ii) destroy any information received by it as paying agent upon delivery to itself as Corporate Trustee, not earlier than forty-five (45) days after an interest payment date of the Bonds, a list containing the names and addresses of the holders of Bonds obtained from such information since the delivery of the next previous list, if any; (iii) destroy any list delivered to itself as Corporate Trustee which was compiled from information received by it as paying agent upon the receipt of a new list so delivered; and (iv) destroy any information received by it pursuant to the provisions of paragraph (2) of subsection (c) of Section 133 hereof, but not until two years after such information has been filed with it.

(b) In case three or more holders of Bonds (hereinafter referred to as "applicants") apply in writing to the Corporate Trustee, and furnish to the Corporate Trustee reasonable proof that each such applicant has owned a Bond for a period of at least six months preceding the date of such application, and such application states that the applicants desire to communicate with other holders of Bonds with respect to their rights under this Indenture or under the Bonds, and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then the Corporate Trustee

shall, within five business days after the receipt of such application, at its election, either

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

(2) inform such applicants as to the approximate number of holders of Bonds whose names and addresses appear in the information preserved at the time by the Corporate Trustee, in accordance with the provisions of subsection (a) of this Section, and as to the approximate cost of mailing to such holders of Bonds the form of proxy or other communication, if any, specified in such application.

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

tender; otherwise the Corporate Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

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

SECTION 132. The Company covenants and agrees

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

(2) to file with the Corporate Trustee and the Securities and Exchange Commission, in accordance with the rules and regulations prescribed from time to time by said Commission, such additional information, documents and reports with respect to compliance by the Company with the conditions and covenants provided for in this Indenture as may be required from time to time by such rules and regulations, including, in the case of annual reports, if required by such rules and regulations, certificates or opinions of independent public accountants, conforming to the requirements of Section 129 hereof, as to compliance with con-

ditions or covenants, compliance with which is subject to verification by accountants; but no such certificate or opinion shall be required as to (A) dates or periods not covered by annual reports required to be filed by the Company, in the case of conditions precedent which depend upon a state of facts as of a date or dates or for a period or periods different from that required to be covered by such annual reports or (B) the amount and value of property additions, except as provided in paragraph (c) of Section 128 hereof, or (C) the adequacy or depreciation, maintenance or repairs; and

(3) to transmit to the holders of Bonds, in the manner and to the extent provided in subsection (c) of Section 133 hereof, with respect to reports pursuant to subsection (a) of said Section 133, such summaries of any information, documents and reports required to be filed by the Company pursuant to subsections (1) and (2) of this Section as may be required by rules and regulations prescribed from time to time by the Securities and Exchange Commission.

SECTION 133. (a) Each Trustee shall transmit, either jointly or severally as they may determine, within sixty (60) days after May 15 in each year, beginning with the year 1952, to the bondholders as hereinafter in this Section provided, a brief report dated as of May 15 of each such year, with respect to

(1) its or his eligibility and qualifications under Sections 140 and 142 of this Indenture, or in lieu thereof, if to the best of its or his knowledge such Trustee has continued to be eligible and qualified under such Sections, a written statement to such effect;

(2) the character and amount of any advances (and if such Trustee elect so to state, the circumstances surrounding the making thereof) made by such Trustee, as such, which remain unpaid on the date of such report, and for the reimbursement of which such Trustee claims or may claim a lien or charge, prior to that of the Bonds on the trust estate, or on property or funds held or collected by it or him as Trustee, provided that such Trustee

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shall not be required (but may elect) to state such advances, if such advances so remaining unpaid aggregate not more than one-half of one per centum (½ of 1%) of the principal amount of the Bonds outstanding on the date of such report;

(3) the amount, interest rate, and maturity date of all other indebtedness owing by the Obligor to such Trustee in its or his individual capacity on the date of such report, with a brief description of any property held as collateral security therefor, except an indebtedness based upon a creditor relationship arising in any manner described in paragraphs (2), (3), (4) or (6) of subsection (b) of Section 141 of this Indenture;

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

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

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

(7) any action taken by such Trustee in the performance of its or his duties under this Indenture, since the date of the Sixth Supplemental Indenture, which it or he has not previously reported and which in its or his opinion materially affects the Bonds or the trust estate, except action in respect of a default, as defined in Section 65 of this Indenture, notice of which has been or is to be withheld by it or him in accordance with the provisions of Section 134 of this Indenture.

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

(1) the release, or release and substitution, of property subject to the lien of this Indenture (and the consideration therefor, if any) unless the fair value of such property, as set forth in the certificate or opinion required by subsection (a) of Section 128 of this Indenture is less than ten per centum (10%) of the principal amount of Bonds outstanding at the time of such release, or such release and substitution, such report to be so transmitted within ninety (90) days after such time, provided that if any such report is transmitted by the Corporate Trustee no report covering the same transaction need be made by any other Trustee; and

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

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

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

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

(3) except in the case of reports pursuant to subsection (b) of this Section, to each bondholder whose name and address has been furnished to or received by and is preserved at the time by the Corporate Trustee, as provided in subsection (a) of Section 131 hereof.

(d) A copy of each such report shall, at the time of such transmission to bondholders, be filed by the Corporate Trustee with each stock exchange upon which the Bonds are listed and also with the Securities and Exchange Commission. The Company shall notify the Corporate Trustee of the name and address of each stock exchange on which the Bonds are listed.

(e) The provisions of this Section which have been made specifically applicable to each Trustee, shall apply to the Corporate Trustee, the Individual Trustee and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, to any separate or co-trustee. Notwithstanding any of the provisions of this Section which require the Individual Trustee to transmit reports to the bondholders and to file such reports with each stock exchange upon which the Bonds are listed and also with the Securities and Exchange Commission, the Individual Trustee may, if it so elects, furnish to the Corporate Trustee all information concerning the Individual Trustee which the Individual Trustee is required to report, and the Corporate Trustee shall transmit and file such information, in accordance with the provisions of this Section, on behalf of the Individual Trustee.

The opinion of counsel provided for in Section 62 hereof shall state the amount of net proceeds received or to be received for the property taken or purchased and the amount so stated shall be deemed to be the fair value of such property for the purpose of subdivision (b) of this Section.

SECTION 134. Each Trustee (or the Trustees jointly) shall, within ninety (90) days after the occurrence thereof, give to the holders of Bonds, in the manner and to the extent provided in subsection (c) of

Section 133 hereof, notice of all defaults known to such Trustee, unless such defaults shall have been cured before the giving of such notice (the term "defaults" for the purposes of this Section being hereby defined to be the events specified in Section 65 of this Indenture not including any periods of grace provided for in said Section 65); provided that, except in the case of default in the payment of the principal of or interest on any of the Bonds, or in the payment of any installment of any fund required to be applied to the purchase or redemption of any of the Bonds hereby secured, the Corporate Trustee shall be protected in withholding such notice if and so long as the board of directors, executive committee, or a trust committee of directors and/or responsible officers, of the Corporate Trustee in good faith determine that the withholding of such notice is in the interest of the bondholders and the Individual Trustee shall be protected in withholding such notice if and so long as the Individual Trustee in good faith determines that the withholding of such notice is in the interests of the bondholders and the separate or co-trustee shall be protected in withholding such notice if and so long as such separate or co-trustee in good faith determines that the withholding of such notice is in the interest of the bondholders.

The term "responsible officers" of any Trustee shall mean and include the chairman of the board of directors, the president, every vice-president, every assistant vice-president, the secretary, the treasurer, and every officer and assistant officer of such Trustee, other than those specifically above mentioned, to whom any corporate trust matter is referred because of his knowledge of, and familiarity with, a particular subject; and the term "responsible officer", as used in this indenture, shall mean and include any of said officers.

ARTICLE XXII.

Concerning the Trustees.

Section 135. The Trustees undertake and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, such separate or co-trustee undertakes, prior to a completed default, as defined in Section 65 hereof, and after the curing of all such completed defaults which may have occurred, to perform such duties and only such duties as are

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specifically set forth in this Indenture, and in case of such completed default (which has not been cured) to exercise such of the rights and powers vested in them by this Indenture, and to use the same degree of care and skill in their exercise as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. For the purposes of this Section 135 and of Section 136 hereof a completed default shall be deemed cured when the act or omission or other event giving rise to such completed default shall have been cured, remedied or terminated.

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

SECTION 136. Notwithstanding the provisions of Article XVI hereof and of Sections 28 and 86 hereof, no provision of this Indenture shall, or shall be construed to, relieve the Trustees, or either of them, from liability for its or his own negligent action, its or his own negligent failure to act or its or his own wilful misconduct except that:

(a) prior to a completed default, as defined in Section 65 hereof, and after the curing of all such completed defaults which may have occurred, the Trustees or either of them shall not be liable except for the performance of such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustees or either of them but the duties and obligations of the Trustees or either of them, prior to a completed default, as defined in Section 65 hereof, and after the curing of all such completed defaults which may have occurred, shall be determined solely by the express provisions of this Indenture;

(b) prior to a completed default, as defined in Section 65 hereof, and after the curing of all such completed defaults which may have occurred, and in the absence of bad faith on the part of the Trustees or either of them, the Trustees or either of them may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions conforming to the requirements of this Indenture;

(c) no Trustee which is a corporation shall be personally liable for any error of judgment made in good faith by a responsible officer or responsible officers (as defined in Section 134 hereof) of such Trustee unless it shall be proven that such Trustee was negligent in ascertaining the pertinent facts and no Trustee who is an individual shall be personally liable for any error of judgment made in good faith by him unless it shall be proved that he was negligent in ascertaining the pertinent facts; and

(d) the Trustees or either of them shall not be personally liable with respect to any action taken or omitted to be taken by them, it or him in good faith in accordance with the direction of the holders of not less than a majority in principal amount of the Bonds at the time outstanding (determined as provided in Section 143 hereof) relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustees or either of them, or exercising any trust or power conferred upon the Trustees or either of them, under this Indenture.

The provisions of this Section, which have been made specifically applicable to the Trustees, shall apply to the Trustees and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, to any separate or co-trustee.

SECTION 137. To the extent permitted by Sections 135 and 136 hereof and to such extent only, not withstanding the provisions of Sections 94 and 95 hereof, the Trustees or either of them may rely and shall be protected in acting upon any resolutions, certificate, opinion, notice, request, consent, order, appraisal, report, bond or other paper or document believed by them to be genuine and to have been signed or presented by the proper party or parties; and the Trustees or either of them may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by them or either of them hereunder in good faith and in accordance with the opinion of such counsel.

The Trustees or either of them shall not be under any responsibility for the selection, appointment or approval of any expert for any of the purposes expressed in this Indenture, except that nothing in this Sec-

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tion contained shall relieve the Trustees or either of them of their, its or his obligation to exercise reasonable care with respect to such selection, appointment or approval of independent experts who may furnish opinions or certificates to the Trustees or either of them pursuant to any provision of this Indenture.

Nothing contained in this Section shall be deemed to modify the obligation of the Trustees or either of them to exercise, during the continuance of a completed default, as defined in Section 65 hereof, the rights and powers vested in them, it or him by this Indenture with the degree of care and skill specified in Section 135 hereof.

SECTION 138. The certificate provided for in Section 98 of this Indenture to prove or establish a matter shall be full warranty to the Trustees or the Corporate Trustee for any action taken or suffered by them or it under the provisions hereof, only to the extent permitted by Sections 135 and 136 hereof.

SECTION 139. None of the provisions contained in this Indenture shall require the Trustees or either of them to expend or risk their, its or his own funds or otherwise incur personal financial liability in the performance of any of their, its or his duties or in the exercise of any of their, its or his rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to them, it or him.

SECTION 140. (a) If any Trustee has or acquires any conflicting interest, as defined by subsection (d) of this Section, such Trustee shall, within ninety (90) days after ascertaining that it or he has such conflicting interest, either eliminate such conflicting interest or resign by giving written notice to the Company, but (notwithstanding the provisions of Section 100 hereof) such resignation shall not become effective until the appointment of a successor trustee and such successor's acceptance of such appointment. The Company covenants to take prompt steps to have a successor appointed in the manner provided in Section 102 hereof. Upon giving such notice of resignation, the resigning Trustee shall publish notice thereof in one newspaper printed in the English language and customarily published on each business day and of general circulation in The City of New York,

State of New York, once in each of three successive calendar weeks, in each case on any business day of the week. If the resigning Trustee fails to publish such notice within ten days after giving written notice of its resignation to the Company, the Company shall publish such notice.

(b) In the event that any Trustee shall fail to comply with the provisions of subsection (a) of this Section, such Trustee shall, within ten days after the expiration of such ninety (90) day period, transmit notice of such failure to the bondholders in the manner and to the extent provided in subsection (c) of Section 133 of this Indenture with respect to reports pursuant to subsection (a) of said Section 133.

(c) Subject to the provisions of Section 144 hereof, any bondholder who has been, for at least six months, a bona fide holder of one or more Bonds may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of any Trustee, and the appointment of a successor, if such Trustee fails, after written request therefor by such holder, to comply with the provisions of subsection (a) of this Section.

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

(1) such Trustee is trustee under another indenture under which any other securities, or certificates of interest or participation in any other securities, of the Obligor, are outstanding unless such other indenture is a collateral trust indenture under which the only collateral consists of Bonds issued under this Indenture, provided that there shall be excluded from the operation of this paragraph (1) another indenture or indentures under which other securities, or certificates of interest or participation in other securities, of the Obligor are outstanding, if the Obligor shall have sustained the burden of proving, on application to the Securities and Exchange Commission and after opportunity for hearing thereon, that trusteeship under this Indenture and such other indenture is not so likely to involve a material conflict of interest as to make it necessary in the public interest or for the protection of investors to disqualify such Trustee from acting as such under one of such indentures;

(2) such Trustee or any of its directors or executive officers is the Obligor upon the Bonds or an underwriter for the Obligor;

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

(4) such Trustee or any of its directors or executive officers is a director, officer, partner, employee, appointee, or representative of the Obligor, or of an underwriter (other than such Trustee itself) for the Obligor who is currently engaged in the business of underwriting, except that (A) one individual may be a director and/or an executive officer of such Trustee and a director and/or an executive officer of the Obligor, but may not be at the same time an executive officer of both a Trustee and the Obligor; (B) if and so long as the number of directors of a Trustee in office is more than nine, one additional individual may be a director and/or an executive officer of such Trustee and a director of the Obligor; and (C) any Trustee may be designated by the Obligor or by any underwriter for the Obligor, to act in the capacity of transfer agent, registrar, custodian, paying agent, fiscal agent, escrow agent, or depositary, or in any other similar capacity, or, subject to the provisions of paragraph (1) of this subsection, to act as trustee, whether under an indenture or otherwise;

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

(6) such Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default as hereinafter in this Section defined, (A) five per centum (5%) or more

of the voting securities, or ten per centum (10%) or more of any other class of security, of the Obligor, not including the Bonds issued under this Indenture and securities issued under any other indenture under which such Trustee is also trustee, or (B) ten per centum (10%) or more of any class of security of an underwriter for the Obligor;

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

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

(9) such Trustee owns on May 15 in any calendar year, in the capacity of executor, administrator, testamentary or *inter vivos* trustee, guardian, committee or conservator, or in any other similar capacity, an aggregate of twenty-five per centum (25%) or more of the voting securities or of any class of security, of any person, the beneficial ownership of a specified percentage of which would have constituted a conflicting interest under paragraph (6), (7), or (8) of this subsection. As to any such securities of which such Trustee acquired ownership through becoming executor, administrator, or testamentary trustee of an estate which included them the provisions of the preceding sentence shall not apply for a period of two years from the date of such acquisition, to the extent that such securities included in such estate do not exceed twenty-five per centum (25%) of such voting securities or twenty-five per centum (25%) of any such class of security. Promptly after May 15, in each calendar year, such Trustee shall make a check of its or his holdings of such securities in any of the above-mentioned capacities as of May

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15. If the Obligor fails to make payment in full of principal or interest upon the Bonds when and as the same become due and payable, and such failure continues for thirty (30) days thereafter, such Trustee shall make a prompt check of its or his holdings of such securities in any of the above-mentioned capacities as of the date of the expiration of such thirty-day period, and after such date, notwithstanding the foregoing provisions of this paragraph, all such securities so held by such Trustee with sole or joint control over such securities vested in it or him, shall, but only so long as such failure shall continue, be considered as though beneficially owned by such Trustee, for the purposes of paragraphs (6), (7), and (8) of this subsection.

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

For the purposes of paragraphs (6), (7), (8), and (9) of subsection (d) of this Section only, (A) the terms "security" and "securities" shall include only such securities as are generally known as corporate securities, but shall not include any note or other evidence of indebtedness issued to evidence an obligation to repay moneys lent to a person by one or more banks, trust companies, or banking firms, or any certificate of interest or participation in any such note or evidence of indebtedness; (B) an obligation shall be deemed to be in default when a default in payment of principal shall have continued for thirty (30) days or more and shall not have been cured; and (C) a Trustee shall not be deemed to be the owner or holder of (i) any security which it or he holds as collateral security (as trustee or otherwise) for an obligation which is not in default as above defined, or (ii) any security which it or he holds as collateral security under this Indenture, irrespective of any default thereunder, or (iii) any security which it holds as agent for collection, or as custodian, escrow agent or depositary, or in any similar representative capacity.

For the purposes of this Section the term "underwriter" when used with reference to the Obligor means every person, who, within three years prior to the time as of which the determination is made,

has purchased from the Obligor with a view to, or has sold for the Obligor in connection with, the distribution of any security of the Obligor outstanding at such time, or has participated or has had a direct or indirect participation in any such undertaking, or has participated or has had a participation in the direct or indirect underwriting of any such undertaking; but such term shall not include a person whose interest was limited to a commission from an underwriter or dealer not in excess of the usual and customary distributors' or sellers' commission; the term "director" means any director of a corporation, or any individual performing similar functions with respect to any organization whether incorporated or unincorporated; the term "executive officer" means the president, every vice-president, every trust officer, the cashier, the secretary and the treasurer of a corporation, and any individual customarily performing similar functions with respect to any organization whether incorporated or unincorporated, but shall not include the chairman of the board of directors; the term "voting security" means any security presently entitling the owner or holder thereof to vote in the direction or management of the affairs of a person, or any security issued under or pursuant to any trust, agreement, or arrangement whereby a trustee or trustees or agent or agents for the owner or holder of such security are presently entitled to vote in the direction or management of the affairs of a person; and the term "person" means an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or a governmental or political subdivision thereof.

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

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

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

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

(iv) The term "outstanding" means issued and not held by or for the account of the issuer. The following securities shall not be deemed outstanding within the meaning of this definition:

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

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

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

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

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

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

securities of different classes, whether or not they are issued under a single indenture.

The provisions of this Section which have been made specifically applicable to a Trustee, shall apply to the Corporate Trustee, the Individual Trustee and, if a separate or co-trustee is appointed pursuant to Section 103 hereof, to any separate or co-trustee, except that in case of the resignation of the Individual Trustee or a separate or co-trustee such resignation and the appointment of a successor shall (subject to the provisions of subdivision (c) of this Section) be governed by the provisions of Section 102 and subdivision (2) of Section 103 hereof.

SECTION 141. (a) Subject to the provisions of subsection (b) of this Section, if any Trustee shall be, or shall become, a creditor, directly or indirectly, secured or unsecured, of the Obligor within four months prior to a default as defined in the last paragraph of this subsection, or subsequent to such a default, then, unless and until such default shall be cured, such Trustee shall set apart and hold in a special account for the benefit of such Trustee individually and the holders of the Bonds and the holders of any other indenture securities (as in the last paragraph of this subsection (a) defined),

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

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

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

(A) to retain for its or his own account (i) payments made on account of any such claim by any person (other than the Obligor) who is liable thereon, and (ii) the proceeds of the bona fide sale of any such claim by such Trustee to a third person, and (iii) distributions made in cash, securities, or other property in respect of claims filed against the Obligor in bankruptcy or receivership or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law;

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

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

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

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

purpose of repaying or refunding any preexisting claim of a Trustee as such creditor, such claim shall have the same status as such preexisting claim.

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

their respective claims, in which event it shall not be necessary to liquidate or to appraise the value of any securities or other property held in such special account or as security for any such claim, or to make a specific allocation of such distributions as between the secured and unsecured portions of such claims, or otherwise to apply the provisions of this paragraph as a mathematical formula.

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

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

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

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

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

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

(2) advances authorized by a receivership or bankruptcy court of competent jurisdiction, or by this Indenture for the purpose of preserving the property subject to the lien of this Indenture or of discharging tax liens or other prior liens or encumbrances on the trust estate, if notice of such advance and of the circumstances surrounding the making thereof is given to the bondholders, as provided in subsections (a), (b) and (c) of Section 133 of this Indenture with respect to advances by any Trustee as such;

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

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

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

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

As used in this Section, the term "security" shall have the meaning assigned to such term in the Securities Act of 1933, as amended and in force on the date of the execution of the Sixth Supplemental Indenture; the term "cash transaction" shall mean any transaction in which full payment for goods or securities sold is made, within seven days after delivery of the goods or securities, in currency or in checks or other orders drawn upon banks or bankers and payable on demand; the term "self-liquidating paper" shall mean any draft, bill of exchange, acceptance or obligation which is made, drawn, negotiated or incurred by the Obligor for the purpose of financing the purchase, processing, manu-

facture, shipment, storage or sale of goods, wares or merchandise and which is secured by documents evidencing title to, possession of or a lien upon the goods, wares or merchandise or the receivables or proceeds rising from the sale of the goods, wares or merchandise previously constituting the security, provided the security is received by such Trustee simultaneously with the creation of the creditor relationship with the Obligor arising from the making, drawing, negotiating or incurring of the draft, bill of exchange, acceptance or obligation; the term "security" shall mean any note, stock, treasury stock, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas, or other mineral rights or, in general, any interest or instrument commonly known as a "security", or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing; and the term "Trustee" shall include the Corporate Trustee, the Individual Trustee and any separate trustee or co-trustee appointed pursuant to Section 103 hereof.

SECTION 142. Notwithstanding any other provisions of this Indenture, the Corporate Trustee shall at all times be a bank or trust company eligible under this Section and have a combined capital and surplus of not less than Five Million Dollars ($5,000,000).

In case at any time the Corporate Trustee shall cease to be eligible in accordance with the provisions of this Section, then the Trustee so ceasing to be eligible shall resign immediately in the manner and with the effect in Section 100 hereof provided; and, in the event that it or he does not resign immediately in such case, then it or he may be removed forthwith by an instrument or concurrent instruments in writing filed with the Trustee so ceasing to be eligible and either (a) signed by the President or a Vice-President of the Company with its corporate seal attested by a Secretary or an Assistant Secretary of the Company or (b) signed and acknowledged by the holders of a majority in principal amount of the Bonds then outstanding hereunder (determined as provided in Section 143 hereof) or by their attorneys in fact duly authorized.

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The Company covenants that, whenever necessary to avoid or fill a vacancy in the office of Trustee, the Company will in the manner provided in Section 102 hereof appoint a Trustee so that there shall at all times be a Trustee under this Indenture which shall at all times be a bank or trust company having its principal office or place of business in the Borough of Manhattan, The City of New York, and which shall at all times be a corporation organized and doing business under the laws of the United States or of the State of New York which (A) is authorized under such laws to exercise corporate trust powers, (B) is subject to supervision or examination by federal or state authority, and (C) has a combined capital and surplus of not less than Five Million Dollars ($5,000,000), if there be such a corporation willing and able to accept the trust on reasonable and customary terms. For the purposes of this Section the combined capital and surplus of any Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition, if such Trustee publishes reports of condition at least annually pursuant to law or to the requirements of such supervisory or examining authority.

Notwithstanding the provisions of Sections 66 and 103 hereof, the Individual Trustee and every separate trustee, every co-trustee and every successor trustee, other than any trustee which may be appointed as successor to the Corporate Trustee, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions, namely the rights, powers, duties and obligations conferred or imposed upon trustees hereunder or any of them shall be conferred or imposed upon and exercised or performed by the Corporate Trustee or the Trustees, or the Corporate Trustee and such separate trustee or separate trustees or co-trustee or co-trustees jointly, as shall be provided in the instruments and agreements appointing such separate trustee or separate trustees or co-trustee or co-trustees, except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed the Corporate Trustee shall be incompetent or unqualified to perform such act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by the Individual Trustee or by such separate trustee or separate trustees or co-trustee or co-trustees.

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

SECTION 143. For the purpose of any provision of this Indenture (including Sections 37, 38, 41, 43, 65, 67, 69, 79, 95, 101, 102, 103, 108, 113, 136 and 144 hereof) requiring or permitting any Trustee to take any action, as Trustee, under this Indenture upon a direction or consent of holders of a specified principal amount of Bonds outstanding under this Indenture, in determining whether the holders of the required principal amount have concurred in any such direction or consent, Bonds owned by the Obligor upon the Bonds or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Obligor, shall be disregarded, except that for the purposes of determining whether such Trustee shall be protected in relying on any such direction or consent, only Bonds which such Trustee knows are so owned shall be so disregarded.

For all purposes of this Indenture, the term "Obligor" shall mean the Company and any other obligor on the Bonds secured hereby.

Notwithstanding the provision of Section 2 hereof, for the purpose of determining the right of bondholders to annul a declaration and destroy its effect under Section 65 hereof and for the purpose of determining the right of bondholders to direct the Trustees under Section 69 hereof and under other provisions of this Indenture relating to the right of bondholders to direct the Trustees, and solely for such purposes, Bonds in exchange or substitution for and/or in lieu of which other Bonds have been authenticated and delivered under Section 16 hereof and which have not been surrendered to the Corporate Trustee for cancellation, shall be deemed to be outstanding.

SECTION 144. All parties to this Indenture agree, and each holder or owner of any Bond by his acceptance or holding 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 any Trustee under this Indenture for any action taken or omitted by it or him, as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable 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 any Trustee, to any suit instituted by any hold-

er, or group of holders of bonds holding in the aggregate more than ten per centum (10%) in principal amount of the Bonds outstanding (determined as provided in Section 143 hereof) or to any suit instituted by any holder of a Bond for the enforcement of the payment of the principal of or interest on such Bond, on or after the respective due date expressed in such Bond.

ARTICLE XXIII

Miscellaneous Provisions.

Section 145. Wherever reference is made in this Indenture to the Trust Indenture Act of 1939, reference is made to such Act as it was in force on the date of the execution of the Sixth Supplemental Indenture.

Section 146. Except as herein otherwise expressly provided, no duties, responsibilities or liabilities are assumed, or shall be construed to be assumed, by any Trustee under this Indenture by reason of the Sixth Supplemental Indenture. The Trustees shall not be responsible for the recitals herein or in the Bonds, all of which are made by the Company solely.

Section 147. Notwithstanding any other provision of this Indenture, the right of any holder of any Bond to receive payment of the principal of and interest on such Bond, on or after the respective due dates expressed in such Bond, or to institute suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such holder, except that no holder of a Bond may institute any such suit if and to the extent that the institution or prosecution thereof or the entry of judgment therein would, under applicable law, result in the surrender, impairment, waiver, or loss of the lien of this Indenture upon any property subject to such lien.

Section 148. Notwithstanding the provisions of Section 77 hereof, in the case of a default in payment of the principal of any Bond, when the same shall become due and payable, or in the case of a default in the payment of the interest on any Bond for a period of sixty (60) days after such interest shall have become due and payable, the Trustees may

recover judgment, in their own names and as trustees of an express trust, against the Obligor for the whole amount of such principal, interest and any premium remaining unpaid together with interest upon the overdue principal at the same rate borne by the Bonds which are overdue.

Notwithstanding the provisions of Section 77 hereof, the Trustees or either of them may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustees or either of them and of the bondholders allowed in any judicial proceedings relative to the Obligor or its creditors, or its property. In case of any receivership, insolvency, bankruptcy, reorganization or other similar proceedings affecting the Obligor or its property, the Corporate Trustee, irrespective of whether the principal of the Bonds shall then be due and payable and irrespective of whether the Corporate Trustee shall have made any demand for such payment, shall be entitled and empowered either in its own name or as trustee of an express trust or as attorney in fact for the holders of the Bonds and coupons, or in any one or more of such capacities, to file a proof of claim for the whole amount of principal and interest (with interest upon such overdue principal at the same rate borne by the Bonds which are overdue) which may be or become owing and unpaid in respect of the Bonds and for any additional amount which may be or become payable by the Obligor hereunder, without regard to or deduction for any amount which may have been or which may thereafter be received, collected or realized by the Trustees from or out of the mortgaged and pledged property or any part thereof or from or out of the proceeds thereof or any part thereof; but nothing in this Indenture contained shall authorize the Trustees or either of them to accept or consent to any composition or plan of reorganization on behalf of any bondholder.

SECTION 149. Notwithstanding the provisions of Sections 108 and 112 hereof, the notices provided for in said Sections 108 and 112 and a true copy of any resolution (referred to in Section 114 hereof) adopted by any meeting of the bondholders shall be mailed to all holders of Bonds then outstanding hereunder, the names and addresses of whom have been furnished to or received by and are then preserved by the Corporate Trustee as required by the provisions of subsection (a) of Section 131 hereof, provided, however, that the mailing of such

notice or such copy of any resolution to any such bondholders shall in no case be a condition precedent to the validity of any action taken at any meeting of the bondholders.

Any instrument supplemental to this Indenture executed pursuant to the provisions of Section 115 hereof, shall comply with all applicable provisions of the Trust Indenture Act of 1939 as in force on the date of the execution of such supplemental indenture.

SECTION 2. The first sentence of Section 65 of the Original Indenture is hereby amended to read as follows:

SECTION 65. Upon the occurrence of any one or more of the following events (herein sometimes called "completed defaults"), viz.:

(a) Default in payment of the principal of any Bond hereby secured when the same shall have become due and payable, whether at maturity as therein expressed, or otherwise; or

(b) Default continued for sixty (60) days in the payment of any interest upon any Bond hereby secured; or

(c) Default in the payment of any interest upon or principal (whether at maturity as therein expressed or by declaration, or otherwise) of any outstanding prior lien Bonds continued beyond the period of grace, if any, specified in the prior lien securing the same; or

(d) Default in the covenants of the Company with respect to bankruptcy, insolvency or receivership contained in Section 44 hereof; or

(e) Default continued for ninety (90) days after notice to the Company from the Corporate Trustee in the performance of any other covenant, agreement or condition contained herein or in any indenture supplemental hereto or in any Bond secured hereby;

either the Trustees or the holders of not less than twenty-five per centum (25%) in principal amount of the bonds then outstanding hereunder, may, by notice in writing delivered to the

Company, and to the Trustees if the action be by bondholders, declare the principal of all Bonds hereby secured then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable, subject, however, to the right of the holders of a majority in principal amount of all outstanding Bonds, by written notice to the Company and to the Trustees to annul such declaration and destroy its effect at any time before any sale hereunder, if, before any such sale, all agreements with respect to which default shall have been made shall be fully performed or made good, and all arrears of interest upon all Bonds outstanding hereunder and the reasonable expenses and charges of the Trustees, their agents and attorneys, and all other indebtedness secured hereby, except the principal of any Bonds not then due by their terms and interest accrued on such Bonds since the last interest payment date, shall be paid, or the amount thereof shall be paid to the Trustees for the benefit of those entitled thereto.

SECTION 3. Sections 37, 38, 41, 43, 68 and 92 of the Original Indenture, as amended and supplemented, are each hereby amended so as to delete therefrom, wherever the same shall appear, the words "twenty-five per centum (25%) in principal amount" and to insert in lieu thereof the words "not less than a majority in principal amount."

SECTION 4. Section 69 of the Original Indenture is hereby amended so as to read in its entirety as follows:

SECTION 69. Anything in this Indenture to the contrary notwithstanding, the holders of a majority in principal amount of the Bonds then outstanding hereunder shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustees, to direct the time, method and place of conducting all proceedings to be taken for any sale of the mortgaged and pledged property, or for the foreclosure of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

SECTION 5. The first sentence of Section 95 of the Original Indenture is hereby amended so as to delete therefrom the words "twenty-five per centum (25%)" and to insert in lieu thereof the words "a majority."

SECTION 6. Section 108 of the Original Indenture is hereby amended so as to delete therefrom the first two sentences and to insert in lieu thereof the following:

> The Corporate Trustee may at any time call a meeting of the bondholders and it shall call such a meeting on the written request of the Company given pursuant to a resolution of its Board of Directors. In the event of the Corporate Trustees failing for ten (10) days to call a meeting after being so requested, the Company may call such meeting pursuant to resolution of its Board of Directors. Such a meeting may also be called at any time by the holders of fifteen per centum (15%) or more in principal amount of the Bonds outstanding hereunder at the time of the giving of the notice calling such meeting.

SECTION 7. The fourth sentence of Section 108 of the Original Indenture is hereby amended to read as follows:

> If such meeting is called by or at the instance of the Company or by bondholders, it shall be held at such place in the United States of America as may be specified in the notice calling such meeting and notice thereof shall be sufficient for all purposes hereof if given by newspaper publication as aforesaid stating the place and time of the meeting and in general terms the business to be transacted.

SECTION 8. Sections 16, 28, 37, 38, 41, 43, 62, 66, 90, 91, 92, 94, 95, 113, and 121 of the Original Indenture, as amended and supplemented, are each hereby made subject to the terms and provisions of Sections 135 and 136 of Article XII of this Sixth Supplemental Indenture to the extent, in each case, that any of such sections may, in whole or in part, be in conflict with the provisions of such Sections 135 and 136.

SECTION 9. The concluding paragraph of Section 68 of the Original Indenture is hereby amended to read as follows:

"No waiver of any default hereunder shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon."

ARTICLE V.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented by this Sixth Supplemental Indenture, and in this Sixth Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Sixth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE VI.

Miscellaneous Provisions.

All terms contained in this Sixth Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

If any provision of this Indenture limits, qualifies or conflicts with any other provision of this Indenture which is required to be included in an indenture qualified under the Trust Indenture Act of 1939, such provision which is so required to be included shall control.

All terms used in this Indenture which are defined in the Trust Indenture Act of 1939 or which are by reference therein defined in the Securities Act of 1933 (except as herein otherwise expressly provided or unless the context otherwise requires) shall have the meanings assigned to such terms in the Trust Indenture Act and the Securities Act as they were respectively in force at the date of the execution of this Sixth Supplemental Indenture.

Nothing in this Sixth Supplemental Indenture shall, or shall be construed to, extend to or confer upon any person, other than a holder of Bonds, the Company and the Trustees, any right or interest to avail themselves of any of the terms or provisions hereof.

All covenants and agreements on the part of the Company herein shall be binding upon it only so long as any Bonds shall be outstanding hereunder.

This instrument shall bind the parties hereto and their respective heirs, executors, legal representatives, successors in interest, assigns, and any future obligors upon the Bonds.

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or a Vice-President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice-President and its corporate seal to be attested by an Assistant Secretary, and J. C. KENNEDY, one of the parties hereto of the second part, has for

all like purposes hereunto set his hand and affixed his seal, as of the day and year first above written.

IDAHO POWER COMPANY

By J. H. ROGERS
Vice-President

Attest:

A. C. INMAN
Secretary

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of: [SEAL]

WM. H. DEALE

A. P. SULLIVAN

BANKERS TRUST COMPANY

By E. E. BEACH
Vice-President

Attest:

I. W. HUGHES, JR.
Assistant Secretary

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of: [SEAL]

WM. H. DEALE

A. P. SULLIVAN

J. C. KENNEDY (L. S.)

Executed, sealed and delivered by J. C. KENNEDY, in the presence of:

WM. H. DEALE

A. P. SULLIVAN

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

On this 4th day of October, in the year 1951, before me personally came J. H. ROGERS, to me known, who, being by me duly sworn, did depose and say that he resides in Boise, Idaho; that he is a Vice-President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said J. H. ROGERS, having personally appeared and known to me to be a Vice-President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

ALOYSE A. STEPHENS

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term expires March 30, 1953

(NOTARIAL SEAL)

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

On this 4th day of October, in the year 1951, before me personally came E. E. BEACH, to me known, who, being by me duly sworn, did depose and say that he resides in Summit, N. J.; that he is a Vice-President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said E. E. BEACH, having personally appeared and known to me to be a Vice-President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

ALOYSE A. STEPHENS

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term expires March 30, 1953

(NOTARIAL SEAL)

23925

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

On this 4th day of October, in the year 1951, before me, ALOYSE A. STEPHENS, a Notary Public in and for the State of New York in the County of New York, personally appeared and came J. C. KENNEDY, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

ALOYSE A. STEPHENS

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term expires March 30, 1953

(NOTARIAL SEAL)

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

J. H. ROGERS, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice-President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

J. H. ROGERS

Subscribed and sworn to before me }
this 4th day of October, 1951. }

ALOYSE A. STEPHENS

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term expires March 30, 1953

(NOTARIAL SEAL)

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

E. E. BEACH, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice-President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

E. E. BEACH

Subscribed and sworn to before me
this 4th day of October, 1951.

ALOYSE A. STEPHENS

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term expires March 30, 1953

(NOTARIAL SEAL)

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

J. C. KENNEDY, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

J. C. KENNEDY

Subscribed and sworn to before me
this 4th day of October, 1951.

ALOYSE A. STEPHENS

ALOYSE A. STEPHENS
NOTARY PUBLIC, State of New York
No. 03-3835150
Qualified in Bronx County
Certificates filed with
New York County Clerks & Registers
Bronx County Clerks & Registers
Term expires March 30, 1953

(NOTARIAL SEAL)

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IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

R. G. PAGE,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Fourth Supplemental Indenture

Dated as of May 1, 1948.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

STATE OF IDAHO)
COUNTY OF ADA) ss
CITY OF BOISE)

T E ROACH, being first duly sworn, deposes and says:

That he is an officer, to-wit, President and General Manager, of Idaho Power Company; that the printed Fourth Supplemental Indenture, dated as of May 1, 1948, by Idaho Power Company to Bankers Trust Company and R G Page, as Trustees under its Mortgage and Deed of Trust, dated as of October 1, 1937, to which this affidavit is attached, is a full, true and correct copy of the original Fourth Supplemental Indenture aforesaid; that this affidavit is made by affiant, as an officer and on behalf of Idaho Power Company, for the purpose of complying with the requirements of Section 44-1003, Idaho Code Annotated 1932, as amended, to qualify said Fourth Supplemental Indenture for filing as a chattel mortgage.

Dated at Boise, Idaho, this 24th day of May, 1948.

T E Roach

Subscribed and sworn to before me this 24th day of May, 1948.

(NOTARIAL SEAL)

Geo. H. Petersen.
Notary Public
Residing at Boise, Idaho.
My Commission expires: July 20, 1949.

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SUPPLEMENTAL INDENTURE, dated as of the 1st day of May, 1948, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and R. G. PAGE of 744 Watchung Avenue, Plainfield, New Jersey (hereinafter sometimes called the "Individual Trustee"), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture, dated as of July 1, 1939, a Second Supplemental Indenture, dated as of November 15, 1943, and a Third Supplemental Indenture, dated as of February 1, 1947, supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustees; and

WHEREAS, the Original Indenture and said Supplemental Indentures have each been recorded in the records of the County of Elko, Nevada; the counties of Baker, Harney and Malheur, Oregon; and the counties of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Canyon, Camas, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, an initial series of Bonds in the aggregate principal amount of Eighteen Million Dollars ($18,000,000), designated "First Mortgage Bonds, 3¾% Series due 1967", were heretofore issued, and

have heretofore been called, fully paid, discharged and retired, and are not outstanding at the date hereof; and

WHEREAS, a second series of Bonds in the aggregate principal amount of Eighteen Million Dollars ($18,000,000), designated "First Mortgage Bonds, 3⅛% Series due 1973", have heretofore been issued under and in accordance with the terms of the Original Indenture and Second Supplemental Indenture, and a third series of Bonds in the aggregate principal amount of Five Million Dollars ($5,000,000), designated "First Mortgage Bonds, 2¾% Series due 1977", have heretofore been issued under and in accordance with the terms of the Original Indenture and Third Supplemental Indenture, all of which are outstanding at the date hereof; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has authorized the execution of this Fourth Supplemental Indenture for the purposes herein provided, including the issuance of a fourth series of Bonds under the Indenture, in the initial aggregate principal amount of Ten Million Dollars ($10,000,000), to be designated as "First Mortgage Bonds, 3% Series due 1978" (herein called the "Bonds of 1978 Series"); and

WHEREAS, it is now desired, for the purpose of more effectually carrying out the purposes of the Original Indenture, to confirm specifically the subjection to the lien thereof of certain property acquired by the Company in addition to the property specifically described in the Original Indenture and in said First, Second and Third Supplemental Indentures; and

WHEREAS, all things necessary to make said Bonds of 1978 Series, when duly authenticated by the Corporate Trustee and issued by the Company, valid, binding and legal obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid, binding and legal instrument for the security thereof, have been performed, and the issue of said Bonds as

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in this Fourth Supplemental Indenture provided has been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Original Indenture and all indentures supplemental thereto (hereinafter sometimes collectively called the "Indenture"), according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has executed and delivered this Fourth Supplemental Indenture and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto R. G. Page and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees as aforesaid, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the following described properties, rights and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The Upper Salmon Falls Hydro-Electric Plants (including downstream plant, Units 1 and 2, and upstream plant, Units 3 and 4) situated in Townships 7 and 8 South, Range 13 East, Boise Meridian, at Upper Salmon Falls in Snake River, in Twin Falls and Gooding Counties, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, substations, buildings and other structures and facilities, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in con-

nection therewith, and all water rights, reservoir rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the storage and use of water, including water rights now or hereafter acquired by actual application of water to beneficial use, and also all rights acquired under and by virtue of License and Certificate of Water Right No. 17069, issued December 7, 1937 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 6,500 second feet of the waters of Snake River at the Upper Salmon Falls, with priority of April 2, 1929, and recorded in Book 7 of Licenses, at Page 3886, of the records of the Department of Reclamation, State of Idaho; also, License and Certificate of Water Right No. 18892, issued November 17, 1945 by the State Reclamation Engineer, State of Idaho, to Idaho Power Company, for 3.5 second feet of the waters of Thompson or Tucker Springs, in Gooding County, Idaho, a tributary of Riley Creek, which is a tributary of Snake River, with priority of October 21, 1939, and recorded in Book 7 of Licenses, Page 4270, of the records of the Department of Reclamation, State of Idaho.

2. The Clear Lake Hydro-Electric Plant situated in Township 9 South, Range 14 East, Boise Meridian, at Clear Lake, on or near Snake River, in Gooding County, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, substations, buildings and other structures and facilities, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations, permits and licenses, and rights to the storage and use of water, including water rights now or hereafter acquired by application of water to beneficial use.

3. The Upper Malad and Lower Malad hydro-electric developments situated in Township 6 South, Range 13 East, Boise Meridian, on the Malad River in Gooding County, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, substations, buildings and other structures and facilities, and construction work in prog-

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ress, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection therewith, and all water rights, reservoir rights, flowage rights, flooding rights, water appropriations, permits and licenses, and rights to the storage and use of water, including water rights now or hereafter acquired by actual application of water to beneficial use.

4. The Lower Salmon Falls hydro-electric development situated in Townships 7 and 8 South, Range 13 East, Boise Meridian, at Lower Salmon Falls in Snake River, in Gooding and Twin Falls Counties, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, substations, buildings and other structures and facilities, and construction work in progress, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection therewith, and all water rights, reservoir rights, flowage rights, flooding rights, water appropriations, permits and licenses, and rights to the storage and use of water, including water rights now or hereafter acquired by actual application of water to beneficial use.

5. The Bliss hydro-electric development situated in Township 6 South, Range 12 East, Boise Meridian, in Snake River, in Gooding and Elmore Counties, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, substations, buildings and other structures and facilities, and construction work in progress, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection therewith, and all water rights, reservoir rights, flowage rights, flooding rights, water appropriations, permits and licenses, and rights to the storage and use of water, including water rights now or hereafter acquired by actual application of water to beneficial use.

6. The Gem-Jordan Valley transmission line, extending from a point in the Swan Falls-Gem-Caldwell transmission line in a southwesterly and southerly direction through Owyhee County, Idaho, and Malheur County, Oregon, to the Company's

substation at Jordan Valley, in Malheur County, Oregon, together with all branches and extensions thereof or leading therefrom or connected therewith.

7. A branch transmission line, extending from the Company's Hagerman Valley-Boise-Emmett transmission line in a general westerly direction to the Company's Emmett substation, in Gem County, Idaho.

8. A branch transmission line, extending from the Company's Malad-Glenns Ferry-Swan Falls transmission line in a westerly and southerly direction through Ada and Owyhee Counties, Idaho, to the Company's Grandview Bridge substation in Owyhee County, Idaho.

9. The Malad-Upper Malad transmission line, extending from a point near the Company's Malad Hydro-Electric Plant in an easterly direction to the Company's Upper Malad hydro-electric development, in Gooding County, Idaho.

10. All Distribution Systems and Substations, with all branches and extensions thereof or therefrom, or connected therewith, as now or hereafter constructed and equipped, located in the following counties, to-wit: County of Elko, State of Nevada; Counties of Baker, Harney and Malheur, State of Oregon; and Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Camas, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, State of Idaho.

11. All franchises, grants, rights of way, easements, licenses, certificates, and other rights under which the Company's property, plants, lines and systems are or may be operated, including, but not limited to, the following:

(a) Franchise granted by the Village of Inkom (in Bannock County, Idaho), Ordinance No. 3, on February 4, 1947, expires December 1, 1996.

(b) Franchise granted by the Village of Ketchum (in Blaine County, Idaho), Ordinance No. 3, on September 2, 1947, expires September 1, 1997.

(c) Franchise granted by the Village of Idaho City (in Boise County, Idaho), Ordinance No. 43, on February 6, 1947, expires December 1, 1996.

(d) Franchise granted by the Village of Placerville (in Boise County, Idaho), Ordinance No. 10, on February 5, 1947, expires December 1, 1996.

(e) Franchise granted by the Village of Bliss (in Gooding County, Idaho), Ordinance No. 9, on October 6, 1947, expires October 1, 1997.

(f) Franchise granted by the Village of Riggins (in Idaho County, Idaho), Ordinance No. 5, on September 8, 1947, expires September 1, 1997.

(g) Franchise granted by the Village of Leadore (in Lemhi County, Idaho), Ordinance No. 9, on October 1, 1947, expires October 1, 1997.

(h) Franchise granted by the Village of Dietrich (in Lincoln County, Idaho), Ordinance No. 2, on January 7, 1947, expires December 1, 1996.

(i) Franchise granted by the City of Vale (in Malheur County, Oregon), Ordinance No. 218, on October 23, 1947, expires September 1, 1967.

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the

as to principal, and as fully registered Bonds in denominations of $1,000 and $10,000 and in any multiple of $10,000, and in any other multiple of $1,000 authorized by the Company (the execution by the Company of any Bond of a particular denomination to be conclusive evidence of such authorization); they shall bear interest, payable semi-annually on November 1 and May 1 of each year, at the rate of three per centum (3%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the Bonds of 1978 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon Bonds of 1978 Series shall be dated as of May 1, 1948 and fully registered Bonds of 1978 Series shall be dated as in Section 10 of the Original Indenture provided.

The Bonds of 1978 Series, in definitive form, shall be fully engraved or shall be lithographed or printed on steel engraved borders. As soon as practicable after the request of any holder, and upon the surrender to the Corporate Trustee of any said Bond which shall not be fully engraved, for the purpose of obtaining a fully engraved Bond, the Company shall cause to be prepared and shall execute, and the Corporate Trustee shall authenticate and deliver in exchange therefor, without cost to the holder thereof, a fully engraved Bond or Bonds of 1978 Series in such authorized denominations and in coupon or fully registered form, all as may be specified in such request, for the same aggregate principal amount as the Bond so surrendered.

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Bonds of 1978 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

104.18%		to	and	including	April	30,	1949;	
104.09	thereafter,	"	"	"	"	"	1950;	
103.99	thereafter,	"	"	"	"	"	1951;	
103.89	thereafter,	"	"	"	"	"	1952;	
103.79	thereafter,	"	"	"	"	"	1953;	
103.69	thereafter,	"	"	"	"	"	1954;	
103.58	thereafter,	"	"	"	"	"	1955;	
103.47	thereafter,	"	"	"	"	"	1956;	
103.36	thereafter,	"	"	"	"	"	1957;	
103.24	thereafter,	"	"	"	"	"	1958;	
103.12	thereafter,	"	"	"	"	"	1959;	
103.00	thereafter,	"	"	"	"	"	1960;	
102.88	thereafter,	"	"	"	"	"	1961;	
102.75	thereafter,	"	"	"	"	"	1962;	
102.62	thereafter,	"	"	"	"	"	1963;	
102.48	thereafter,	"	"	"	"	"	1964;	
102.35	thereafter,	"	"	"	"	"	1965;	
102.21	thereafter,	"	"	"	"	"	1966;	
102.06	thereafter,	"	"	"	"	"	1967;	
101.91	thereafter,	"	"	"	"	"	1968;	
101.76	thereafter,	"	"	"	"	"	1969;	
101.60	thereafter,	"	"	"	"	"	1970;	
101.44	thereafter,	"	"	"	"	"	1971;	
101.28	thereafter,	"	"	"	"	"	1972;	
101.11	thereafter,	"	"	"	"	"	1973;	
100.94	thereafter,	"	"	"	"	"	1974;	
100.76	thereafter,	"	"	"	"	"	1975;	
100.58	thereafter,	"	"	"	"	"	1976;	
100.39	thereafter,	"	"	"	"	"	1977;	and
100.20	thereafter,	to	maturity;					

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or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and provided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

100.50%		to	and	including	April	30,	1949;	
100.49	thereafter,	"	"	"	"	"	1950;	
100.48	thereafter,	"	"	"	"	"	1951;	
100.47	thereafter,	"	"	"	"	"	1952;	
100.46	thereafter,	"	"	"	"	"	1953;	
100.45	thereafter,	"	"	"	"	"	1954;	
100.43	thereafter,	"	"	"	"	"	1955;	
100.42	thereafter,	"	"	"	"	"	1956;	
100.41	thereafter,	"	"	"	"	"	1957;	
100.39	thereafter,	"	"	"	"	"	1958;	
100.38	thereafter,	"	"	"	"	"	1959;	
100.37	thereafter,	"	"	"	"	"	1960;	
100.35	thereafter,	"	"	"	"	"	1961;	
100.34	thereafter,	"	"	"	"	"	1962;	
100.32	thereafter,	"	"	"	"	"	1963;	
100.30	thereafter,	"	"	"	"	"	1964;	
100.29	thereafter,	"	"	"	"	"	1965;	
100.27	thereafter,	"	"	"	"	"	1966;	
100.25	thereafter,	"	"	"	"	"	1967;	
100.24	thereafter,	"	"	"	"	"	1968;	
100.22	thereafter,	"	"	"	"	"	1969;	
100.20	thereafter,	"	"	"	"	"	1970;	
100.18	thereafter,	"	"	"	"	"	1971;	
100.16	thereafter,	"	"	"	"	"	1972;	
100.14	thereafter,	"	"	"	"	"	1973;	
100.12	thereafter,	"	"	"	"	"	1974;	
100.10	thereafter,	"	"	"	"	"	1975;	
100.07	thereafter,	"	"	"	"	"	1976;	
100.05	thereafter,	"	"	"	"	"	1977;	and
100.03	thereafter,	to	maturity.					

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If all the Bonds of 1978 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon Bonds of 1978 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered Bonds of 1978 Series, upon surrender thereof for cancellation at said office or agency of the Company together with a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered Bonds of the same series of other authorized denominations. Bonds of 1978 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon Bond of 1978 Series may have the ownership thereof registered as to principal at the office or agency of the

Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered Bonds of 1978 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon Bonds of 1978 Series, the coupons to be attached thereto, and the fully registered Bonds of 1978 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until Bonds of 1978 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Corporate Trustee shall authenticate and deliver, in lieu thereof, Bonds of 1978 Series in temporary form, as provided in Section 15 of the Original Indenture.

ARTICLE II.

Issue of Bonds of 1978 Series.

SECTION 5. The principal amount of Bonds of 1978 Series which may be authenticated and delivered hereunder is not limited except as the Indenture limits the principal amount of Bonds which may be issued thereunder.

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SECTION 6. Bonds of 1978 Series for the aggregate principal amount of Ten Million Dollars ($10,000,000), being the initial issue of Bonds of 1978 Series, may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, pursuant to and upon compliance with the provisions of Article V, Article VI or Article VII of the Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 7. That all the terms, conditions, provisos, covenants and provisions contained in the Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes of the Indenture) the Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

SECTION 8. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien

thereof; that it had or has, at the respective times of execution and delivery of the Original Indenture, the First, Second and Third Supplemental Indentures and this Fourth Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the Bonds of 1978 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 9. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1948, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Original Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

ARTICLE IV.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented by this Fourth Supplemental Indenture, and in this Fourth Supple-

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mental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Fourth Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE V.

Miscellaneous Provisions.

All terms contained in this Fourth Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or Vice-President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice-President and its corporate seal to be attested by an Assistant Secretary, and R. G. PAGE, one of the parties hereto of the second part, has for all like purposes

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hereunto set his hand and affixed his seal, all in The City of New York, N. Y., as of the day and year first above written.

IDAHO POWER COMPANY

By T. E. ROACH
President

(SEAL)

Attest:

A. C. INMAN
Secretary.

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

ARCHER W. BACHMAN

L. E. VAN ETTEN

BANKERS TRUST COMPANY

By E. E. BEACH
Vice-President

(SEAL)

Attest:

G. R. INCE
Assistant Secretary

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

ARCHER W. BACHMAN

L. E. VAN ETTEN

R. G. PAGE (L. S.)

Executed, sealed and delivered by R. G. PAGE, in the presence of:

ARCHER W. BACHMAN

L. E. VAN ETTEN

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

On the 11th day of May, in the year 1948, before me personally came T. E. ROACH, to me known, who, being by me duly sworn, did depose and say that he resides in Boise, Idaho; that he is the President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said T. E. Roach, having personally appeared and known to me to be the President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

(s) ALOYSE A. STEPHENS

(NOTARIAL SEAL)

ALOYSE A. STEPHENS
Notary Public, in the State of New York
Residing in Bronx County
Bronx Co. Clk's No. 344, Reg. No. 689-S-9
Certificates filed in
New York Co. Clk's No. 2209, Reg. No. 1976-S-9
My Commission Expires March 30, 1949

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

On the 11th day of May, in the year 1948, before me personally came E. E. BEACH, to me known, who, being by me duly sworn, did depose and say that he resides in Summit, N. J.; that he is a Vice-President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said E. E. Beach, having personally appeared and known to me to be a Vice-President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

(s) ALOYSE A. STEPHENS

(NOTARIAL SEAL)

ALOYSE A. STEPHENS
Notary Public, in the State of New York
Residing in Bronx County
Bronx Co. Clk's No. 344, Reg. No. 689-S-9
Certificates filed in
New York Co. Clk's No. 2209, Reg. No. 1976-S-9
My Commission Expires March 30, 1949

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

On this 11th day of May, in the year 1948, before me, ALOYSE A. STEPHENS, a Notary Public in and for the State of New York in the County of New York, personally appeared and came R. G. PAGE, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

(s) ALOYSE A. STEPHENS

(NOTARIAL SEAL)

ALOYSE A. STEPHENS
Notary Public, in the State of New York
Residing in Bronx County
Bronx Co. Clk's No. 344, Reg. No. 689-S-9
Certificates filed in
New York Co. Clk's No. 2209, Reg. No. 1976-S-9
My Commission Expires March 30, 1949

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

T. E. ROACH, being first duly sworn, upon oath, deposes and says: That he is an officer, to wit, the President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

T. E. ROACH

Subscribed and sworn to before me
this 11th day of May, 1948.

(s) ALOYSE A. STEPHENS

ALOYSE A. STEPHENS
Notary Public, in the State of New York
Residing in Bronx County
Bronx Co. Clk's No. 344, Reg. No. 689-S-9
Certificates filed in
New York Co. Clk's No. 2209, Reg. No. 1976-S-9
My Commission Expires March 30, 1949

(NOTARIAL SEAL)

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

E. E. BEACH, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice-President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

E. E. BEACH

Subscribed and sworn to before me
this 11th day of May, 1948.

(s) ALOYSE A. STEPHENS

ALOYSE A. STEPHENS
Notary Public, in the State of New York
Residing in Bronx County
Bronx Co. Clk's No. 344, Reg. No. 689-S-9
Certificates filed in
New York Co. Clk's No. 2209, Reg. No. 1976-S-9
My Commission Expires March 30, 1949

(NOTARIAL SEAL)

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

R. G. PAGE, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

R. G. PAGE

Subscribed and sworn to before me
this 11th day of May, 1948.

(s) ALOYSE A. STEPHENS

ALOYSE A. STEPHENS
Notary Public, in the State of New York
Residing in Bronx County
Bronx Co. Clk's No. 344, Reg. No. 689-S-9
Certificates filed in
New York Co. Clk's No. 2209, Reg. No. 1976-S-9
My Commission Expires March 30, 1949

(NOTARIAL SEAL)

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IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

R. G. PAGE,

As Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Third Supplemental Indenture

Dated as of February 1, 1947.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

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SUPPLEMENTAL INDENTURE, dated as of the 1st day of February, 1947, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and R. G. PAGE of 735 Belvidere Avenue, Plainfield, New Jersey (hereinafter sometimes called the "Individual Trustee"), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture, dated as of July 1, 1939, and a Second Supplemental Indenture, dated as of November 15, 1943, supplemental to the Original Indenture, have heretofore been entered into between the Company and the Trustees; and

WHEREAS, the Original Indenture and said First and Second Supplemental Indentures have each been recorded in the records of the County of Elko, Nevada; the counties of Baker, Harney and Malheur, Oregon; and the counties of Ada, Adams, Bannock, Bingham, Blaine, Boise, Bonneville, Canyon, Camas, Cassia, Clark, Elmore, Gem, Gooding, Idaho, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Oneida, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

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WHEREAS, an initial series of Bonds in the aggregate principal amount of Eighteen Million Dollars ($18,000,000), designated "First Mortgage Bonds, 3¾% Series due 1967", were heretofore issued, and have heretofore been called, fully paid, discharged and retired, and are not outstanding at the date hereof; and

WHEREAS, a second series of Bonds in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) have heretofore been issued under and in accordance with the terms of the Original Indenture and Second Supplemental Indenture, designated "First Mortgage Bonds, 3⅛% Series due 1973", all of which are outstanding at the date hereof; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has authorized the execution of this Third Supplemental Indenture for the purposes herein provided, including the issuance of a third series of Bonds under the Indenture, in the initial aggregate principal amount of Five Million Dollars ($5,000,000), to be designated as "First Mortgage Bonds, 2¾% Series due 1977" (herein called the "Bonds of 1977 Series"); and

WHEREAS, it is now desired, for the purpose of more effectually carrying out the purposes of the Original Indenture, to confirm specifically the subjection to the lien thereof of certain property acquired by the Company in addition to the property specifically described in the Original Indenture and in said First and Second Supplemental Indentures; and

WHEREAS, all things necessary to make said Bonds of 1977 Series, when duly authenticated by the Corporate Trustee and issued by the Company, valid, binding and legal obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid, binding and legal instrument for the

security thereof, have been performed, and the issue of said Bonds as in this Supplemental Indenture provided has been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Original Indenture and all indentures supplemental thereto (hereinafter sometimes collectively called the "Indenture"), according to their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has executed and delivered this Third Supplemental Indenture and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto R. G. Page and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees as aforesaid, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the following described properties, rights and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The Bellevue Hydro-Electric Plant, situated in Township 2 North, Range 18 East, Boise Meridian, on or near the Big Wood River, in Blaine County, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection with said plant, and all water rights, flowage rights, reservoir and flooding rights, water appro-

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priations and licenses, and rights to the storage and use of water, including water and water rights acquired by contract and water rights acquired by actual application of water to beneficial use, and also all rights acquired under and by virtue of Water License No. 3295, issued August 7, 1917 by the State Engineer, State of Idaho, to Rockwell-White Power Company for 220 second-feet of the waters of Big Wood River, with priority of November 26, 1907, and recorded in Book 4 of Licenses at page 2135 of the records of the Department of Reclamation, State of Idaho.

2. The Cascade Hydro-Electric Plant, situated in Township 14 North, Range 3 East, Boise Meridian, on or near the North Fork of Payette River, in Valley County, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by actual application of water to beneficial use, and also all rights acquired under and by virtue of License and Certificate of Water Right No. 13827, issued January 10, 1924, by the Commissioner of Reclamation, State of Idaho, to J. H. Hill for 50 second-feet of the waters of the North Fork of Payette River, with priority of December 3, 1918, and recorded in Book 6 of Licenses at page 3122 of the records of the Department of Reclamation, State of Idaho; and also License and Certificate of Water Right No. 16390, issued December 19, 1930 by the Commissioner of Reclamation, State of Idaho, to West Coast Power Company for 25 second-feet of the waters of the North Fork of Payette River, with priority of October 6, 1925, and recorded in Book 7 of Licenses at page 3643 of the records of Department of Reclamation, State of Idaho; also License and Certificate of Water Right No. 16390, issued December 29, 1942 by the Commissioner of Reclamation, State of Idaho, to West Coast Power Company for 125 second-feet of the waters of the North Fork of Payette River, with priority of August 24, 1937, and recorded in Book 7 of Licenses at page 4141 of the records of the Department of Reclamation, State of Idaho.

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3. The Hagerman Valley-Boise-Emmet transmission line, extending from a point near the Company's Upper Salmon hydroelectric development, in Twin Falls County, Idaho, in a general northwesterly direction through Twin Falls, Gooding, Elmore, and Ada Counties, to the Company's Boise Bench substation, in Ada County; thence continuing in a general northwesterly direction through Ada and Gem Counties to a point near Emmet, in Gem County, Idaho, together with all branches and extensions thereof or leading therefrom or connected therewith, including the tie line near Mountain Home, in Elmore County, Idaho, connecting said Hagerman Valley-Boise-Emmett transmission line with the Company's Thousand Springs-Caldwell-Ontario-Huntington transmission line.

4. The Boise Bench-Boise transmission tie lines Nos. 1 and 2, extending between the Company's Boise Bench and Boise substations, in Ada County, Idaho.

5. The Durkee-Baker transmission line, extending from the Company's substation in Durkee, Baker County, Oregon, in a northwesterly direction through Baker County to a point near Baker, Baker County, Oregon, being an extension of the Company's Huntington-Durkee transmission line, together with all branches and extensions thereof or leading therefrom or connected therewith.

6. The Weiser-Cambridge transmission line, extending from the Company's Weiser substation, in Washington County, Idaho, in a general northeasterly direction through Washington County to the Company's Cambridge substation site near Cambridge, in Washington County, Idaho, together with all branches and extensions thereof or leading therefrom or connected therewith.

7. A branch transmission line, extending from the Company's Emmett-Stibnite transmission line, in Valley County, Idaho, in a general westerly direction to the Company's Cascade substation, in Valley County, Idaho.

8. The Vale-Van transmission line, extending from the Company's substation at Vale, in Malheur County, Oregon, in a general

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westerly direction through Malheur and Harney Counties, to the terminus of said line at or near Van, in Harney County, Oregon, together with all branches and extensions thereof or leading therefrom or connected therewith.

9. A branch transmission line, extending from the Mountain Home branch of the Company's Malad-Glenns Ferry-Swan Falls transmission line, in Elmore County, Idaho, in a westerly direction to the Company's Mountain Home Air Base substation in Elmore County, Idaho.

10. An extension of the Shoshone-Ice Caves transmission line, extending from the point known as Ice Caves, in Lincoln County, Idaho, in a general northerly direction through Lincoln and Blaine Counties to the Company's Hailey substation at Hailey, Blaine County, Idaho, together with all branches and extensions thereof or leading therefrom or connected therewith.

11. An extension of the Shoshone Falls-Shoshone-Richfield transmission line, extending from the Company's substation at Richfield, in Lincoln County, Idaho, in a general northerly direction through Lincoln and Blaine Counties to the Company's Hailey substation at Hailey, Blaine County, Idaho, together with all branches and extensions thereof or leading therefrom or connected therewith.

12. The Hailey-Gimlet transmission line, extending from the Company's Hailey substation, in Blaine County, Idaho, in a general northerly direction to the Company's Gimlet substation, in Blaine County, Idaho, together with all branches and extensions thereof or leading therefrom or connected therewith.

13. Those certain substations, transformer stations and equipment as now installed at the following locations: The Boise Bench substation, in Ada County, Idaho; the Gannett, Gimlet and Hailey substations, in Blaine County, Idaho; the Horseshoe Bend substation, in Boise County, Idaho; the Diesel Ranch substation, in Elmore County, Idaho; the Richfield substation, in Lincoln County, Idaho; the Cascade substation, in Valley County, Idaho; and the Mountain City substation, in Elko County, Nevada.

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14. The Distribution Systems, with all branches and extensions thereof or appertaining thereto or connected therewith, or constructed and equipped, in and near Council and New Meadows in the County of Adams, Idaho; Bellevue, Carey, Gannett, Hailey, Ketchum, Picabo, and Sun Valley in the County of Blaine, Idaho; Idaho City and Placerville in the County of Boise, Idaho; Fairfield in the County of Camas, Idaho; Riggins in the County of Idaho, Idaho; Richfield in the County of Lincoln, Idaho; Cascade, Donnelly and McCall in the County of Valley, Idaho; Cambridge and Midvale in the County of Washington, Idaho; Jarbidge, Mountain City and Owyhee in the County of Elko, Nevada; and Jordan Valley and Juntura in the County of Malheur, Oregon.

15. All franchises, grants, rights of way, easements, licenses, certificates, and other rights under which the Company's property, plants, lines and systems are or may be operated, including, but not limited to, the following:

(a) 1. Permission and order granted by the County Commissioners of Adams County, Idaho, on July 10, 1944.

2. Franchise granted by Village of Council, Ordinance No. 108, on December 9, 1943, expires October 1, 1973; franchise granted by the Village of Council, Ordinance No. 109, on July 11, 1944, expires July 1, 1994.

3. Franchise granted by the Village of New Meadows, Ordinance No. 54, on July 10, 1944, expires July 1, 1994.

(b) 1. Permission and order granted by the County Commissioners of Blaine County, Idaho, on July 10, 1944.

2. Franchise granted by the City of Bellevue, Ordinance No. 99, on September 7, 1937, expires October 2, 1962; franchise granted by the City of Bellevue, Ordinance No. 117, on July 13, 1944, expires July 1, 1969.

3. Franchise granted by the Village of Carey, Ordinance No. 11, on October 23, 1919, for a term of 50 years.

4. Franchise granted by the City of Hailey, Ordinance No. 196, on July 10, 1944, expires July 1, 1994.

(c) 1. Permission and order granted by the County Commissioners of Camas County, Idaho, on July 10, 1944.

2. Franchise granted by Village of Fairfield, Ordinance No. 26, on May 4, 1926, expires January 1, 1976; franchise granted by the Village of Fairfield, Ordinance No. 58, on July 5, 1944, expires July 1, 1994.

(d) Permission and order granted by the County Commissioners of Idaho County, Idaho, on June 11, 1945.

(e) 1. Permission and order granted by the County Commissioners of Oneida County, Idaho, on December 10, 1945, over Township 13 South, Range 31 East; Township 13 South, Range 32 East; Township 13 South, Range 33 East; and Township 12 South, Range 33 East, Boise Meridian, in the northern portion of Oneida County.

(f) 1. Permission and order granted by the County Commissioners of Valley County, Idaho, on July 10, 1944.

2. Franchise granted by the Village of Cascade, Ordinance No. 52, on September 9, 1925, expires September 7, 1975; franchise granted by the Village of Cascade, Ordinance No. 97, on July 3, 1944, expires July 1, 1994.

3. Franchise granted by the Village of McCall, Ordinance No. 51, on April 2, 1924, expires April 2, 1974; franchise granted by the Village of McCall, Ordinance No. 129, on July 11, 1944, expires July 1, 1994.

(g) Franchise granted by the Village of Richfield (in Lincoln County, Idaho), Ordinance No. 52, on March 16, 1920, expires March 26, 1970; franchise granted by the Village of Richfield, Ordinance No. 70, on July 7, 1944, expires July 1, 1994.

(h) 1. Franchise granted by the Village of Cambridge (in Washington County, Idaho), Ordinance No. 128, on December 13,

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1943, expires October 1, 1973; franchise granted by the Village of Cambridge, Ordinance No. 129, on July 10, 1944, expires July 1, 1994.

2. Franchise granted by the Village of Midvale (in Washington County, Idaho), Ordinance No. 126, on December 11, 1943, expires October 1, 1973; franchise granted by the Village of Midvale, Ordinance No. 128, on July 12, 1944, expires July 1, 1994.

(i) 1. Permission and order granted by the County Court of Harney County, Oregon, on September 5, 1945.

(j) 1. Franchise granted by the Town of Jordan Valley (in Malheur County, Oregon), Ordinance No. 31, on March 18, 1946, expires February 1, 1966.

2. Franchise granted by the Town of Juntura (in Malheur County, Oregon), Ordinance No. 1945-2, on September 17, 1945, expires September 1, 1983.

16. All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is not intended herein or hereby to include in or subject to the lien of the Indenture, and the granting clauses hereof shall not be deemed to apply to, (1) any revenues, earnings, rents, issues, income or profits

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of the mortgaged and pledged property, or any bills, notes or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of the Original Indenture shall have occurred and be continuing and either or both of the Trustees, or a receiver or trustee, shall have entered upon or taken possession of the mortgaged and pledged property, or (2) in any case, unless specifically subjected to the lien thereof, any bonds, notes, evidences of indebtedness, shares of stock, or other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of the Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business, or (3) any permit issued to the Company or any of its predecessors in interest by the Department or Commissioner of Reclamation of the State of Idaho for the development of power, or the power site or the uncompleted works in connection with such permit, and any other permit property of the Company as in Section 2 of the Original Indenture defined, but excluding from the permit property expressly excepted from the lien of the Indenture the property, formerly permit property, specifically described as Items 1 and 2 of the granting clauses of said First Supplemental Indenture.

PROVIDED, HOWEVER, that if, as and when any such permit, power site or works in connection therewith lawfully may be subjected to the lien of the Indenture under the laws of the State of Idaho without cancellation, forfeiture or impairment of any property or right of the Company, then any such permit, power site or works in connection therewith now owned or hereafter acquired by the Company shall, as in the Indenture provided, be subjected to the lien of the Indenture as a part of the mortgaged and pledged property.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as afore-

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said, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever;

IN TRUST, NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Original Indenture, as amended or modified by said First and Second Supplemental Indentures and this Third Supplemental Indenture.

And it is hereby covenanted, declared and decreed by and between the parties hereto, for the benefit of those who shall hold the Bonds and interest coupons, or any of them, to be issued under the Indenture, as follows:

ARTICLE I.

Description of Bonds of 1977 Series.

SECTION 1. The third series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be Bonds of 1977 Series, designated as "First Mortgage Bonds, 2¾% Series due 1977" of the Company. The Bonds of 1977 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, except in so far as the terms and provisions of the Original Indenture have been or are amended or modified by said First and Second Supplemental Indentures or by this Third Supplemental Indenture.

Bonds of 1977 Series shall mature on February 1, 1977 and shall be issued as coupon Bonds in the denomination of $1,000, registerable as to principal, and as fully registered Bonds in denominations of $1,000 and $10,000 and in any multiple of $10,000, and in any other multiple of $1,000 authorized by the Company (the execution by the

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Company of any Bond of a particular denomination to be conclusive evidence of such authorization); they shall bear interest, payable semi-annually on August 1 and February 1 of each year, at the rate of two and three-quarters per centum (2¾%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the Bonds of 1977 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon Bonds of 1977 Series shall be dated as of February 1, 1947 and fully registered Bonds of 1977 Series shall be dated as in Section 10 of the Original Indenture provided.

The Bonds of 1977 Series, in definitive form, shall be fully engraved or shall be lithographed or printed on steel engraved borders. As soon as practicable after the request of any holder, and upon the surrender to the Corporate Trustee of any said Bond which shall not be fully engraved, for the purpose of obtaining a fully engraved Bond, the Company shall cause to be prepared and shall execute, and the Corporate Trustee shall authenticate and deliver in exchange therefor, without cost to the holder thereof, a fully engraved Bond or Bonds of 1977 Series in such authorized denominations and in coupon or fully registered form, all as may be specified in such request, for the same aggregate principal amount as the Bond so surrendered.

Bonds of 1977 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to

maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

104.18%	to	and	including	January	31,	1948;
104.09 thereafter,	"	"	"	"	"	1949;
103.99 thereafter,	"	"	"	"	"	1950;
103.89 thereafter,	"	"	"	"	"	1951;
103.79 thereafter,	"	"	"	"	"	1952:
103.69 thereafter,	"	"	"	"	"	1953;
103.58 thereafter	"	"	"	"	"	1954;
103.47 thereafter,	"	"	"	"	"	1955;
103.36 thereafter,	"	"	"	"	"	1956;
103.24 thereafter,	"	"	"	"	"	1957;
103.12 thereafter,	"	"	"	"	"	1958;
103.00 thereafter,	"	"	"	"	"	1959;
102.88 thereafter,	"	"	"	"	"	1960;
102.75 thereafter,	"	"	"	"	"	1961;
102.62 thereafter,	"	"	"	"	"	1962;
102.48 thereafter,	"	"	"	"	"	1963;
102.35 thereafter,	"	"	"	"	"	1964;
102.21 thereafter,	"	"	"	"	"	1965;
102.06 thereafter,	"	"	"	"	"	1966;
101.91 thereafter,	"	"	"	"	"	1967;
101.76 thereafter,	"	"	"	"	"	1968;
101.60 thereafter,	"	"	"	"	"	1969;
101.44 thereafter,	"	"	"	"	"	1970;
101.28 thereafter,	"	"	"	"	"	1971;
101.11 thereafter,	"	"	"	"	"	1972;
100.94 thereafter,	"	"	"	"	"	1973;
100.76 thereafter,	"	"	"	"	"	1974;
100.58 thereafter,	"	"	"	"	"	1975;
100.39 thereafter,	"	"	"	"	"	1976; and
100.20 thereafter,	to	maturity;				

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or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and provided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

100.50%	to	and	including	January	31,	1948;
100.49 thereafter,	"	"	"	"	"	1949;
100.48 thereafter,	"	"	"	"	"	1950;
100.47 thereafter,	"	"	"	"	"	1951;
100.46 thereafter,	"	"	"	"	"	1952;
100.45 thereafter,	"	"	"	"	"	1953;
100.43 thereafter,	"	"	"	"	"	1954;
100.42 thereafter,	"	"	"	"	"	1955;
100.41 thereafter,	"	"	"	"	"	1956;
100.39 thereafter,	"	"	"	"	"	1957;
100.38 thereafter,	"	"	"	"	"	1958;
100.37 thereafter,	"	"	"	"	"	1959;
100.35 thereafter,	"	"	"	"	"	1960;
100.34 thereafter,	"	"	"	"	"	1961;
100.32 thereafter,	"	"	"	"	"	1962;
100.30 thereafter,	"	"	"	"	"	1963;
100.29 thereafter,	"	"	"	"	"	1964;
100.27 thereafter,	"	"	"	"	"	1965;
100.25 thereafter,	"	"	"	"	"	1966;
100.24 thereafter,	"	"	"	"	"	1967;
100.22 thereafter,	"	"	"	"	"	1968;
100.20 thereafter,	"	"	"	"	"	1969;
100.18 thereafter,	"	"	"	"	"	1970;
100.16 thereafter,	"	"	"	"	"	1971;
100.14 thereafter,	"	"	"	"	"	1972;
100.12 thereafter,	"	"	"	"	"	1973:
100.10 thereafter,	"	"	"	"	"	1974;
100.07 thereafter,	"	"	"	"	"	1975;
100.05 thereafter,	"	"	"	"	"	1976; and
100.03 thereafter, to maturity.						

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If all the Bonds of 1977 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon Bonds of 1977 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered Bonds of 1977 Series, upon surrender thereof for cancellation at said office or agency of the Company together with a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered Bonds of the same series of other authorized denominations. Bonds of 1977 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon Bond of 1977 Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered Bonds of 1977 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon Bonds of 1977 Series, the coupons to be attached thereto, and the fully registered Bonds of 1977 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until Bonds of 1977 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Corporate Trustee shall authenticate and deliver, in lieu thereof, Bonds of 1977 Series in temporary form, as provided in Section 15 of the Original Indenture.

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ARTICLE II.

Issue of Bonds of 1977 Series.

SECTION 5. The principal amount of Bonds of 1977 Series which may be authenticated and delivered hereunder is not limited except as the Indenture limits the principal amount of Bonds which may be issued thereunder.

SECTION 6. Bonds of 1977 Series for the aggregate principal amount of Five Million Dollars ($5,000,000), being the initial issue of Bonds of 1977 Series, may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, pursuant to and upon compliance with the provisions of Article V, Article VI or Article VII of the Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 7. That all the terms, conditions, provisos, covenants and provisions contained in the Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to

the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes of the Indenture) the Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

SECTION 8. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien thereof; that it had or has, at the respective times of execution and delivery of the Original Indenture, the First and Second Supplemental Indentures and this Third Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the Bonds of 1977 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 9. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1947, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Original Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

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ARTICLE IV.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agree to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented by this Third Supplemental Indenture, and in this Third Supplemental Indenture set forth, and upon the following terms and conditions:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Third Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE V.

Miscellaneous Provisions.

All terms contained in this Third Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of the Second Supplemental Indenture.

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

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or Vice-President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the

trust hereby created has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by a Vice-President and its corporate seal to be attested by an Assistant Secretary, and R. G. PAGE, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, all in The City of New York, N. Y. as of the day and year first above written.

IDAHO POWER COMPANY

By C. J. STRIKE
President

(SEAL)

Attest:

A. C. INMAN
Secretary.

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

L. E. VAN ETTEN

R. C. CONNOLLY

BANKERS TRUST COMPANY

By E. E. BEACH
Vice-President

(SEAL)

Attest:

J. C. KENNEDY
Assistant Secretary

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

L. E. VAN ETTEN

R. C. CONNOLLY

R. G. PAGE (L. S.)
(R. G. Page)

Executed, sealed and delivered by R. G. PAGE, in the presence of:

L. E. VAN ETTEN

R. C. CONNOLLY

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

On the 3rd day of February, in the year 1947, before me personally came C. J. STRIKE, to me known, who, being by me duly sworn, did depose and say that he resides in Boise, Idaho; that he is the President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said C. J. Strike, having personally appeared and known to me to be the President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

(s) EUGENIE A. RICHARDS

EUGENIE A. RICHARDS
NOTARY PUBLIC, State of New York
Appointed & Residing in Suffolk County
Certificates Filed in
N. Y. Co. Clk's No. 662, Reg. No. 715-R-8
Commission Expires March 30, 1948

(NOTARIAL SEAL)

23925

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

On the 3rd day of February, in the year 1947, before me personally came E. E. BEACH, to me known, who, being by me duly sworn, did depose and say that he resides in Summit, N. J.; that he is a Vice-President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said E. E. Beach, having personally appeared and known to me to be a Vice-President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

(s) EUGENIE A. RICHARDS

EUGENIE A. RICHARDS
NOTARY PUBLIC, State of New York
Appointed & Residing in Suffolk County
Certificates Filed in
N. Y. Co. Clk's No. 662, Reg. No. 715-R-8
Commission Expires March 30, 1948

(NOTARIAL SEAL)

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

On this 3rd day of February, in the year 1947, before me, EUGENIE A. RICHARDS, a Notary Public in and for the State of New York in the County of New York, personally appeared and came R. G. PAGE, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

(s) EUGENIE A. RICHARDS

EUGENIE A. RICHARDS
NOTARY PUBLIC, State of New York
Appointed & Residing in Suffolk County
Certificates Filed in
N. Y. Co. Clk's No. 662, Reg. No. 715-R-8
Commission Expires March 30, 1948

(NOTARIAL SEAL)

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

C. J. STRIKE, being first duly sworn, upon oath, deposes and says: That he is an officer, to wit, the President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

C. J. STRIKE

Subscribed and sworn to before me }
this 3rd day of February, 1947. }

(s) EUGENIE A. RICHARDS

EUGENIE A. RICHARDS
NOTARY PUBLIC, State of New York
Appointed & Residing in Suffolk County
Certificates Filed in
N. Y. Co. Clk's No. 662, Reg. No. 715-R-8
Commission Expires March 30, 1948

(NOTARIAL SEAL)

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

E. E. BEACH, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice-President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

E. E. BEACH

Subscribed and sworn to before me }
this 3rd day of February, 1947. }

(s) EUGENIE A. RICHARDS

EUGENIE A. RICHARDS
NOTARY PUBLIC, State of New York
Appointed & Residing in Suffolk County
Certificates Filed in
N. Y. Co. Clk's No. 662, Reg. No. 715-R-8
Commission Expires March 30, 1948

(NOTARIAL SEAL)

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

R. G. PAGE, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

R. G. PAGE

Subscribed and sworn to before me }
this 3rd day of February, 1947. }

(s) EUGENIE A. RICHARDS

EUGENIE A. RICHARDS
NOTARY PUBLIC, State of New York
Appointed & Residing in Suffolk County
Certificates Filed in
N. Y. Co. Clk's No. 662, Reg. No. 715-R-8
Commission Expires March 30, 1948

(NOTARIAL SEAL)

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IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

R. G. PAGE,

as Trustees under its Mortgage and Deed of Trust dated as of October 1, 1937.

Second Supplemental Indenture

Dated as of November 15, 1943.

Pandick Press, Inc., 22 Thames St., New York 6, N. Y., U. S. A.

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SUPPLEMENTAL INDENTURE, dated as of the 15th day of November, 1943, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York whose post office address is 16 Wall Street, New York, N. Y. (hereinafter sometimes called the "Corporate Trustee") and R. G. PAGE of 735 Belvidere Avenue, Plainfield, New Jersey (hereinafter sometimes called the "Individual Trustee"), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the "Trustees"), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937 hereinafter referred to;

WHEREAS, the Company has heretofore executed and delivered to the Trustees its Mortgage and Deed of Trust (hereinafter sometimes referred to as the "Original Indenture"), dated as of October 1, 1937, to secure the payment both of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder and to declare the terms and conditions upon which Bonds are to be issued thereunder; and, in accordance with the terms of the Original Indenture, a First Supplemental Indenture, dated as of July 1, 1939, supplemental to the Original Indenture, has heretofore been entered into between the Company and the Trustees; and

WHEREAS, the Original Indenture and said First Supplemental Indenture have each been recorded in the records of the County of Elko, Nevada; the counties of Baker and Malheur, Oregon; and in the counties of Ada, Bannock, Bingham, Blaine, Boise, Bonneville, Canyon, Cassia, Clark, Elmore, Gem, Gooding, Jefferson, Jerome, Lemhi, Lincoln, Minidoka, Owyhee, Payette, Power, Twin Falls, Valley and Washington, Idaho; and

WHEREAS, Bonds in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) have heretofore been issued, under and in accordance with the terms of the Original Indenture, as an initial series designated "First Mortgage Bonds, 3¾% Series due 1967" (herein

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called the "Bonds of 1967 Series"), all of which are outstanding at the date hereof; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has authorized the execution of this Supplemental Indenture for the purposes herein provided, including the issuance of a second series of Bonds under the Original Indenture in the aggregate principal amount of Eighteen Million Dollars ($18,000,000) to be designated as "First Mortgage Bonds, 3⅛% Series due 1973" (herein called the "Bonds of 1973 Series"); and

WHEREAS, it is now desired, for the purpose of more effectually carrying out the purposes of the Original Indenture, to confirm specifically the subjection to the lien thereof of certain property acquired by the Company in addition to the property specifically described in the Original Indenture and in said First Supplemental Indenture, and to modify and to add to the provisions of the Original Indenture; and

WHEREAS, all things necessary to make said Bonds of 1973 Series, when duly authenticated by the Corporate Trustee and issued by the Company, valid, binding and legal obligations of the Company and to make the Original Indenture, as heretofore supplemented and as supplemented hereby, a valid, binding and legal instrument for the security thereof, have been performed, and the issue of said Bonds as in this Supplemental Indenture provided has been in all respects duly authorized:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on all Bonds at any time issued and outstanding under the Original Indenture and all indentures supplemental thereto (hereinafter sometimes collectively called the "Indenture"), according to

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their tenor and effect, and the performance of all the provisions of the Indenture and of said Bonds, the Company has executed and delivered this Supplemental Indenture and has granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed and by these presents does grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto R. G. Page and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustee as aforesaid, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the following described properties, rights and interests in property (in addition to all other properties heretofore subjected to the lien of the Indenture and not heretofore released from the lien thereof)—that is to say:

1. The Barber Hydro-Electric Plant situated in Township 3 North, Range 3 East, Boise Meridian, on or near the Boise River, in Ada County, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by actual application of water to beneficial use, and also all rights acquired under and by virtue of License and Certificate of Water Right No. 946 issued September 17, 1909 by the State Engineer, State of Idaho, to Barber Lumber Company for 1300 second feet of the waters of Boise River, with priority of November 16, 1904, and recorded in Book 1 of Licenses, at page 529 of the records of the Department of Reclamation, State of Idaho.

2. That portion of the Anaconda-Grace transmission line owned by Idaho Power Company, extending from the Idaho-Montana state line in a general southerly direction through the Counties of Clark, Jefferson, Bonneville and Bingham, State of Idaho, a distance of approximately 90.4 miles, to the point near where said line intersects or crosses an electric transmission line known as the

Blackfoot-Shelley transmission line in Bingham County, State of Idaho.

3. The American Falls-Pocatello 132-kv transmission line, extending from the Company's American Falls generating station in Power County, Idaho, in an easterly direction through Power and Bannock Counties to the Company's terminal substation at Pocatello, Bannock County, Idaho, together with all extensions and branches thereof or leading therefrom or connected therewith.

4. The Shoshone-Ice Caves transmission line, extending from the Company's Shoshone substation in Lincoln County, Idaho, in a general northerly direction, a distance of approximately 17.95 miles, to a point known as the Ice Caves in Lincoln County, Idaho, together with all branches thereof or leading therefrom or connected therewith.

5. The Mountain Home-Anderson Ranch Dam transmission line, extending from its junction with the Company's Malad-Boise transmission line at a point near Mountain Home, Elmore County, Idaho, in a northeasterly direction to the site of the Anderson Ranch Dam in Elmore County, Idaho, together with all extensions and branches thereof or leading therefrom or connected therewith.

6. The Emmett-Stibnite transmission line, extending from the Company's Emmett substation in Gem County, Idaho, in a general northerly direction through the Counties of Gem and Valley, Idaho, to the Company's Stibnite substation at or near Stibnite, Valley County, Idaho, together with all extensions and branches thereof or leading therefrom or connected therewith.

7. Those certain substations, transformer stations, and equipment as now installed at the following locations: the Pocatello West Bench substation in Bannock County, Idaho; the Anderson Ranch Dam and Mountain Home Air Base substations in Elmore County, Idaho; the Gooding Rural substation in Gooding County, Idaho; the Hunt substation in Jerome County, Idaho; the Bannock Creek and Pocatello (Army Air Base) substations in Power County, Idaho; the Stibnite substation in Valley County, Idaho; the Weatherby substation in Baker County, Oregon.

8. All franchises, grants, rights of way, easements, licenses, certificates and other rights under which the Company's property,

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plants, lines and systems are or may be operated, including, but not limited to, the following:

(a) Permission and Order granted by the County Commissioners of Bonneville County, Idaho, on September 17, 1940.

(b) Permission and Order granted by the County Commissioners of Clark County, Idaho, on September 17, 1940.

(c) Permission and Order granted by the County Commissioners of Jefferson County, Idaho, on September 17, 1940.

(d) Permission and Order granted by the County Commissioners of Valley County, Idaho, on May 12, 1943.

(e) Franchise granted by the Village of Marsing (in Owyhee County, Idaho), Ordinance No. 4, on August 14, 1941, expires August 14, 1991.

(f) Franchise granted by the Village of Castleford (in Twin Falls County, Idaho), Ordinance No. 7, on October 7, 1941, expires October 7, 1991.

(g) Franchise granted by the Village of Murtaugh (in Twin Falls County, Idaho), Ordinance No. 3, on November 6, 1939, expires November 1, 1989.

(h) Power contract and permission granted by the City of Weiser (in Washington County, Idaho), on July 17, 1939, expires July 15, 1949.

(i) Franchise granted by the City of Ontario (in Malheur County, Oregon), Ordinance No. 689, on June 7, 1943, expires June 4, 1953.

9. The Company's Service Building in Boise, Ada County, Idaho.

10. All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Original Indenture by and now owned by the Company.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57

of the Original Indenture) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

It is not intended herein or hereby to include in or subject to the lien of the Indenture, and the granting clauses hereof shall not be deemed to apply to, (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of the Original Indenture shall have occurred and be continuing and either or both of the Trustees, or a receiver or trustee, shall have entered upon or taken possession of the mortgaged and pledged property, or (2) in any case, unless specifically subjected to the lien thereof, any bonds, notes, evidences of indebtedness, shares of stock, or other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of the Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business, or (3) any permit issued to the Company or any of its predecessors in interest by the Department or Commissioner of Reclamation of the State of Idaho for the development of power, or the power site or the uncompleted works in connection with such permit, and any other permit property of the Company as in Section 2 of the Original Indenture defined, but excluding from the permit property expressly excepted from the lien of the Indenture the property, formerly permit property, specifically described as Items 1 and 2 of the granting clauses of said First Supplemental Indenture.

PROVIDED, HOWEVER, that if, as and when any such permit, power site or works in connection therewith lawfully may be subjected to the lien of the Indenture under the laws of the State of Idaho without cancellation, forfeiture or impairment of any property or right of the Company, then any such permit, power site or works in connection there-

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with now owned or hereafter acquired by the Company shall, as in the Indenture provided, be subjected to the lien of the Indenture as a part of the mortgaged and pledged property.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever;

IN TRUST, NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Original Indenture, as amended or modified by said First Supplemental Indenture and this Supplemental Indenture.

And it is hereby covenanted, declared and decreed by and between the parties hereto, for the benefit of those who shall hold the Bonds and interest coupons, or any of them, to be issued under the Indenture, as follows:

ARTICLE I.

Description of Bonds of 1973 Series.

SECTION 1. The second series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be Bonds of 1973 Series, designated as "First Mortgage Bonds, 3⅛% Series due 1973" of the Company. The Bonds of 1973 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture, except in so far as the terms and provisions of the Original Indenture have been or are amended or modified by said First Supplemental Indenture or by this Supplemental Indenture.

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Bonds of 1973 Series shall mature on November 15, 1973 and shall be issued as coupon Bonds in the denomination of $1,000, registerable as to principal, and as fully registered Bonds in denominations of $1,000 and $10,000 and in any multiple of $10,000, and in any other multiple of $1,000 authorized by the Company (the execution by the Company of any Bond of a particular denomination to be conclusive evidence of such authorization); they shall bear interest, payable semi-annually on May 15 and November 15 of each year, at the rate of three and one-eighth per centum (3⅛%) per annum until the principal shall have become due and payable, and, if default shall be made in the payment of said principal when due and payable, at the rate of six per centum (6%) per annum thereafter until the Company's obligation with respect to the payment of said principal shall have been discharged as provided in the Indenture, provided, however, that, if the Bonds of 1973 Series shall have been declared due and payable prior to their stated maturity and such declaration shall have been annulled as provided in the Indenture, the principal of such Bonds shall not be deemed to have been so declared due and payable; the principal of and interest on any said Bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon Bonds of 1973 Series shall be dated as of November 15, 1943 and fully registered Bonds of 1973 Series shall be dated as in Section 10 of the Original Indenture provided.

The Bonds of 1973 Series, in definitive form, shall be fully engraved or shall be lithographed or printed on steel engraved borders. As soon as practicable after the request of any holder, and upon the surrender to the Corporate Trustee of any said Bond which shall not be fully engraved, for the purpose of obtaining a fully engraved Bond, the Company shall cause to be prepared and shall execute, and the Corporate Trustee shall authenticate and deliver in exchange therefor, without cost to the holder thereof, a fully engraved Bond or Bonds of 1973 Series in such authorized denominations and in coupon or fully regis-

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tered form, all as may be specified in such request, for the same aggregate principal amount as the Bond so surrendered.

Bonds of 1973 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Indenture, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

106.97%	to	and	including	November	14,	1947;
106.93	thereafter,	to	and	including	November	14, 1948;
106.75	"	"	"	"	"	" 1949;
106.56	"	"	"	"	"	" 1950;
106.36	"	"	"	"	"	" 1951;
106.16	"	"	"	"	"	" 1952;
105.95	"	"	"	"	"	" 1953;
105.74	"	"	"	"	"	" 1954;
105.52	"	"	"	"	"	" 1955;
105.30	"	"	"	"	"	" 1956;
105.07	"	"	"	"	"	" 1957;
104.83	"	"	"	"	"	" 1958;
104.58	"	"	"	"	"	" 1959;
104.33	"	"	"	"	"	" 1960;
104.08	"	"	"	"	"	" 1961;
103.81	"	"	"	"	"	" 1962;
103.54	"	"	"	"	"	" 1963;
103.26	"	"	"	"	"	" 1964;
102.97	"	"	"	"	"	" 1965;
102.68	"	"	"	"	"	" 1966;
102.37	"	"	"	"	"	" 1967;
102.06	"	"	"	"	"	" 1968;
101.74	"	"	"	"	"	" 1969;
101.41	"	"	"	"	"	" 1970;
101.07	"	"	"	"	"	" 1971;
100.72	"	"	"	"	"	" 1972; and
100.37	thereafter	to	maturity;			

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or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 of the Indenture and provided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, at the following redemption prices (expressed as percentages of the principal amount thereof) and accrued interest to such date of redemption:

103.47%	to	and	including	November	14,	1944;	
103.40	thereafter,	to	and	including	November	14,	1945;
103.32	"	"	"	"	"	"	1946;
103.25	"	"	"	"	"	"	1947;
103.17	"	"	"	"	"	"	1948;
103.08	"	"	"	"	"	"	1949;
103.00	"	"	"	"	"	"	1950;
102.91	"	"	"	"	"	"	1951;
102.82	"	"	"	"	"	"	1952;
102.73	"	"	"	"	"	"	1953;
102.63	"	"	"	"	"	"	1954;
102.54	"	"	"	"	"	"	1955;
102.44	"	"	"	"	"	"	1956;
102.33	"	"	"	"	"	"	1957;
102.22	"	"	"	"	"	"	1958;
102.11	"	"	"	"	"	"	1959;
102.00	"	"	"	"	"	"	1960;
101.88	"	"	"	"	"	"	1961;
101.76	"	"	"	"	"	"	1962;
101.64	"	"	"	"	"	"	1963;
101.51	"	"	"	"	"	"	1964;
101.38	"	"	"	"	"	"	1965;
101.24	"	"	"	"	"	"	1966;
101.10	"	"	"	"	"	"	1967;
100.96	"	"	"	"	"	"	1968;
100.81	"	"	"	"	"	"	1969;
100.66	"	"	"	"	"	"	1970;
100.50	"	"	"	"	"	"	1971;
100.34	"	"	"	"	"	"	1972; and
100.18	thereafter to maturity.						

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If all the Bonds of 1973 Series so to be redeemed shall be fully registered Bonds or coupon Bonds registered as to principal, the publication of notice of redemption may be omitted provided a copy of such notice shall be mailed by registered mail by or on behalf of the Company, at least thirty (30) days prior to the date fixed for redemption, to the registered holders of such fully registered Bonds and of such coupon Bonds registered as to principal, at their last respective addresses, if any, appearing upon the registry books, and such mailing shall be a condition precedent to such redemption in lieu of such publication.

SECTION 2. At the option of the holder, any coupon Bonds of 1973 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of fully registered Bonds of the same Series of authorized denominations; all such coupon Bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney. At the option of the registered holder any fully registered Bonds of 1973 Series, upon surrender thereof for cancellation at said office or agency of the Company together with a written instrument of transfer in form approved by the Company duly executed by the registered holder or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon Bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered Bonds of the same series of other authorized denominations. Bonds of 1973 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The holder of any coupon Bond of 1973 Series may have the ownership thereof registered as to principal at the office or agency of the

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Company in the Borough of Manhattan, The City of New York, and such registration noted on such Bond. After such registration no transfer of such Bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such Bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored, but such Bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such Bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered Bonds of 1973 Series shall also be transferable at said office or agency of the Company.

SECTION 3. The coupon Bonds of 1973 Series, the coupons to be attached thereto, and the fully registered Bonds of 1973 Series, shall be substantially of the tenor and purport recited in the Original Indenture, and the form thereof shall be as established by resolution of the Board of Directors of the Company.

SECTION 4. Until Bonds of 1973 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Corporate Trustee shall authenticate and deliver, in lieu thereof, Bonds of 1973 Series in temporary form, as provided in Section 15 of the Original Indenture.

ARTICLE II.

Issue of Bonds of 1973 Series.

SECTION 5. The principal amount of Bonds of 1973 Series which may be authenticated and delivered hereunder is not limited except as the Indenture limits the principal amount of Bonds which may be issued thereunder.

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SECTION 6. Bonds of 1973 Series for the aggregate principal amount of Eighteen Million Dollars ($18,000,000), being the initial issue of Bonds of 1973 Series, may be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee and delivered (whether before or after the filing or recording hereof) to or upon the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or a Vice-President and its Treasurer or an Assistant Treasurer, all pursuant to Section 30 of the Original Indenture, upon receipt by the Corporate Trustee of:

(a) cash in the amount of Eighteen Million Dollars ($18,000,000); and

(b) the resolution, Treasurer's certificate, net earnings certificate, opinion of counsel, and officially authenticated certificates or other documents, if any, specified in such opinion, all as required by subdivisions (1), (2), (3), (4) and (5) of Section 30 of the Original Indenture.

ARTICLE III.

Covenants.

The Company hereby covenants, warrants and agrees:

SECTION 7. That all the terms, conditions, provisos, covenants and provisions contained in the Original Indenture shall affect and apply to the property hereinabove described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as trustees of said property, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Original Indenture and had been specifically and at length described in and conveyed to the Individual Trustee and (to the extent of its legal

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capacity to hold the same for the purposes of the Indenture) the Corporate Trustee by the Original Indenture as a part of the property therein stated to be conveyed.

SECTION 8. That it is lawfully seized and possessed of all of the mortgaged and pledged property described in the granting clauses of the Indenture, which has not heretofore been released from the lien thereof; that it had or has, at the respective times of execution and delivery of the Original Indenture, the First Supplemental Indenture and this Supplemental Indenture, good right and lawful authority to mortgage and pledge the mortgaged and pledged property described therein, as provided in and by the Indenture; and that such mortgaged and pledged property is, at the actual date of the initial issue of the Bonds of 1973 Series, free and clear of any mortgage, lien, charge or encumbrance thereon or affecting the title thereto (other than excepted encumbrances) prior to the lien of the Indenture, except as set forth in the granting clauses of the Indenture.

SECTION 9. That it will deliver to the Corporate Trustee annually, within ninety (90) days after the close of each fiscal year, commencing with the fiscal year 1943, a Treasurer's certificate stating whether or not, to the best of the knowledge of the signers, the Company is in default in the performance, observance or fulfillment of any of the covenants, terms, provisions or conditions of the Indenture and stating further that none of the defaults specified in Section 65 of the Original Indenture (excluding any period therein required to expire to constitute a completed default) has occurred, or, if the Company shall be so in default or if any of such defaults shall have occurred, specifying all such defaults and the nature thereof.

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ARTICLE IV.

Modification and Amendment of Original Indenture.

The terms and provisions of the Original Indenture are hereby, subject to the provisions of Section 21 of this Supplemental Indenture, modified and amended as hereinafter in this Article IV provided.

SECTION 10. The first sentence of Section 4 of the Original Indenture is hereby amended so as to read as follows:

> The term "property additions" shall mean plants, lines, pipes, mains, cables, machinery, transmission lines, pipe lines, distribution systems, service systems and supply systems, vehicles, automobiles, property, real or personal, and improvements, extensions, additions, renewals or replacements acquired by the Company by purchase, consolidation, merger, donation or in any other way whatsoever, subsequent to December 31, 1943, or made or constructed subsequent to December 31, 1943, or in the process of construction or erection in so far as actually constructed or erected subsequent to December 31, 1943, and used or useful or to be used in or in connection with the business of generating, manufacturing, transporting, transmitting, distributing or supplying electricity or gas for light, heat, cold, power or other purposes, plus other property to the extent of $750,000 measured by the cost or fair value thereof to the Company (whichever is less) which would constitute property additions if the date "December 31, 1943" as above used in this sentence read "December 31, 1942".

The last sentence of said Section 4 is hereby amended so as to delete therefrom the date "September 30, 1937" and to insert in lieu thereof the date "December 31, 1943".

SECTION 11. Clause (1) of Section 5 of the Original Indenture is hereby amended to read as follows:

> (1) All property owned by Idaho Power Company on December 31, 1943 (other than property constituting property additions);

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SECTION 12. The Original Indenture is hereby amended so as to insert, following Section 20 thereof, a new Section 20-A, to read as follows:

> SECTION 20-A. Each bond delivered pursuant to any provision of this Indenture in exchange or substitution for, or upon the transfer of, the whole or any part, as the case may be, of one or more other bonds, shall carry all of the rights to interest accrued and unpaid, and to accrue, which were carried by the whole or such part, as the case may be, of such one or more other bonds, and notwithstanding anything contained in this Indenture, such bond shall be so dated or have attached thereto such coupons that neither gain nor loss in interest shall result from such exchange, substitution or transfer.

SECTION 13. Sections 25, 26, 38, 59 and 61 of the Original Indenture are each hereby amended so as to delete therefrom, wherever the same shall appear, the words "seventy per centum (70%)" and to insert in lieu thereof the words "sixty per centum (60%)".

SECTION 14. The first two paragraphs of Section 37 of the Original Indenture are hereby amended to read as follows:

> SECTION 37. That it will keep all the mortgaged and pledged property insured against (a) fire to the extent that property of similar character is usually so insured by companies similarly situated and operating like properties, and (b) other risks to the extent that the Company shall deem advisable, to a reasonable amount, by reputable insurance companies, any loss, except as to materials and supplies and except any loss less than Fifty thousand dollars ($50,000), to be made payable to the Corporate Trustee as its interest may appear, or to the trustee or other holder of any mortgage or other lien constituting a prior lien or a lien prior hereto, if the terms thereof require losses so to be made payable; or that it will, in lieu of or supplementing such insurance in whole or in part, adopt some other method or plan of protection against loss by fire and such other risks at least equal in protection to the method or plan of protection against loss by fire and such other risks of companies similarly situated

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and operating properties subject to similar or greater hazards or on which properties an equal or higher primary insurance rate has been set by reputable insurance companies, and that if it shall adopt such other method or plan, it will, except as to materials and supplies and except as to any particular loss less than Fifty thousand dollars ($50,000), pay to the Corporate Trustee on account of any loss sustained by reason of the destruction or damage of property by fire or such other risks, an amount of cash equal to such loss less any amounts otherwise paid to the Corporate Trustee or to the trustee or other holder of any mortgage or other lien constituting a prior lien or a lien prior hereto, if the terms thereof require losses so to be paid. There shall be deposited with the Corporate Trustee, once in each year and also whenever the Corporate Trustee shall make request therefor, a detailed statement, signed by the Treasurer or an Assistant Treasurer of the Company, of any policies insuring against loss or damage by fire or such other risk then outstanding and in force upon the aforesaid property, or any part thereof, including the names of the insurance companies which have issued the policies and the amounts and expiration dates thereof, together with a detailed statement, signed by the Treasurer or an Assistant Treasurer of the Company, of such other method or plan, if any. The Corporate Trustee shall be under no obligation to make any such request unless requested so to do by the holders of not less than twenty-five per centum (25%) in principal amount of the bonds then outstanding hereunder.

All moneys paid to the Corporate Trustee by the Company in accordance with this Section or received by the Corporate Trustee as proceeds of any insurance against loss or damage by fire or such other risks shall, subject to the requirements of any mortgage constituting a prior lien or a lien prior thereto, be held by the Corporate Trustee and, subject as aforesaid, shall be paid by it to the Company to reimburse the Company for an equal amount spent in the rebuilding or renewal of the property destroyed or damaged, upon receipt by the Corporate Trustee of a resolution requesting such reimbursement and a Treasurer's certificate stating the amount so expended and the nature of such renewal or rebuilding.

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SECTION 15. Section 38 of the Original Indenture is hereby further amended so as to delete therefrom the ninth and tenth paragraphs and to insert in lieu thereof the following:

The Company covenants that, subject to the orders and regulations of any regulatory authority having jurisdiction, it will, for each calendar year beginning with the calendar year 1944, expend and/or accrue for maintenance and/or appropriate for property retirement and/or appropriate for property amortization, all from the gross operating revenues of the Company for such calendar year, an aggregate amount equal to not less than fifteen per centum (15%) of the gross operating revenues of the Company for such calendar year; provided, however, that any deficiency in any calendar year (after applying any excesses of expenditures, accruals and appropriations from preceding calendar years as hereinafter permitted) may be made up out of expenditures, accruals and appropriations of the kind hereinabove set forth before such amounts are included for such subsequent calendar years, and the Company shall not be deemed to be in default under this covenant so long as the deficiency in any calendar year has been made up during the five years next succeeding the year in which such deficiency occurred; and provided further that any excess accrued, appropriated or expended for the above purposes in any calendar year, commencing with the calendar year 1944, not required to meet the covenants of the Company with respect to such calendar year and preceding calendar years may be applied to any subsequent calendar year in the five years subsequent to the calendar year in which such excess occurs.

The Company will, within ninety (90) days after the close of each calendar year commencing with the calendar year 1944, file with the Corporate Trustee a Treasurer's Certificate showing (w) the gross operating revenues for such calendar year of the Company as defined in this Section; (x) the amounts expended and/or accrued for maintenance during such calendar year from such gross operating revenues; (y) the amounts appropriated for property retirement and/or property amortization during such calendar year from such gross operating revenues; (z) the amount, if any, by which, for each of the five calendar

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years (other than for any calendar year prior to the calendar year 1944) next preceding the calendar year for which the certificate is filed, the aggregate amounts stated pursuant to the foregoing clauses (x) and (y) in the certificates filed for each of such five respective calendar years exceeded or were less than fifteen per centum (15%) of the gross operating revenues for each of such five respective calendar years as stated in the certificates for each of such five respective calendar years. The Corporate Trustee may, in its discretion (but shall not be obligated so to do, unless requested in writing by the holders of at least twenty-five per centum (25%) in principal amount of bonds then outstanding under this Indenture and indemnified to its satisfaction) within thirty (30) days after the date of the filing of a Treasurer's Certificate as provided in this Section, notify the Company in writing that a certificate of an independent certified or public accountant is desired respecting the matters covered by such Treasurer's Certificate, and, in that event, the Company within sixty (60) days after the receipt of such written notice shall file with the Corporate Trustee a Certificate of an independent certified or public accountant with respect to the matters covered by such Treasurer's Certificate. Any such Treasurer's Certificate, unless a certificate of an independent certified or public accountant shall be requested as aforesaid, and any such certificate of an independent certified or public accountant shall be conclusive proof of the facts stated therein.

For the purpose of the two paragraphs next preceding, there shall not be included as an expenditure and/or as an accrual for maintenance and/or as an appropriation for property retirement and/or appropriation for property amortization the amount of any write-down or other similar adjustment (directly or indirectly) of any of the property accounts of the Company made pursuant to any order or regulation of any regulatory authority having jurisdiction heretofore or hereafter entered or made.

SECTION 16. The first sentence of Section 39 of the Original Indenture is hereby amended so as to delete therefrom the date "1938" and to insert in lieu thereof the date "1944".

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SECTION 17. The first sentence of Section 52 of the Original Indenture is hereby amended to read as follows:

> In case of a redemption of a part only of any series of said bonds, the particular bonds so to be redeemed shall be selected by the Corporate Trustee by lot, according to such method as it shall deem proper in its discretion; provided, however, that if all the outstanding bonds of any series shall be fully registered bonds or coupon bonds registered as to principal, the holders of all such bonds may file with the Corporate Trustee a written instrument, in form satisfactory to the Corporate Trustee, consenting to a method of determination of the bonds or portion of bonds to be redeemed or consenting to partial redemption on a basis otherwise than by lot and to be stated therein, and thereupon the Corporate Trustee shall determine the bonds or portions of bonds to be redeemed in accordance with such instrument.

SECTION 18. The first sentence of the last paragraph of Section 54 of the Original Indenture is hereby amended to read as follows:

> In case of a partial redemption of a fully registered bond the Company will execute and the Corporate Trustee shall thereupon authenticate and deliver to the registered holder of such bond, or upon his order, at the expense of the Company, a new bond or bonds of the same series in registered or bearer form, in any authorized denomination, for the principal amount of such bond remaining unredeemed; provided, however, that at the option of the registered holder of such registered bond, and in the absence of objection by the Company, the amount of the payment may be endorsed on the registered bond so redeemed in part or may be otherwise acknowledged to the satisfaction of the Company and the Corporate Trustee, and in that event no new bond shall be executed and delivered.

SECTION 19. The Original Indenture is hereby amended so as to insert, following Section 120 thereof, a new Section 120-A, to read as follows:

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SECTION 120-A. Without the consent of any holders of bonds then outstanding hereunder, the Company may, by an instrument in writing executed and acknowledged by it in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien hereof shall be situated, add to the Indenture such terms and provisions as may be required or permitted by the Trust Indenture Act of 1939 to be included in any indenture to be qualified under said Act. The Trustees are hereby authorized to join with the Company in the execution of such instrument or instruments. Any such instrument, executed and acknowledged as aforesaid, shall be delivered to the Trustees and thereupon any modification of the provisions of these presents therein set forth, authorized by this Section, shall be binding upon the parties hereto, their successors and assigns, and the holders of the bonds and coupons hereby secured. Anything herein to the contrary notwithstanding, this Section shall not be construed to permit any provision of the nature permitted by Section 316(a)(2) of the Trust Indenture Act of 1939.

SECTION 20. To correct an ambiguity in Section 109 of the Original Indenture, arising from a typographical error in omitting one line thereof in the printing of the Original Indenture, said Section 109 is here set forth in full, in form as originally intended:

SECTION 109. Officers and nominees of the Corporate Trustee and of the Company and the Individual Trustee may attend such meeting, but shall not as such be entitled to vote thereat. Attendance by bondholders may be in person or by proxy. In order that the holder of any bond payable to bearer and his proxy may attend and vote without producing his bond, the Corporate Trustee, with respect to any such meeting called by the Corporate Trustee, may make and from time to time vary such regulations as it shall think fit for deposit of bonds with, or the stamping of bonds by, any banks, bankers or trust or insurance companies, and for the issue by such institutions of certificates entitling the holders thereof to be present and vote at any such meeting and to appoint proxies to represent them and vote for them at any such meeting in the same way as if the persons so present and

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voting, either personally or by proxy, were the actual bearers of the bonds in respect of which such certificates shall have been issued, and any regulations so made shall be binding and effective. In lieu of or in addition to providing for such deposit or stamping of bonds, the Corporate Trustee may, in its discretion, permit such institutions to issue certificates which shall entitle the holders thereof to vote at any meeting only if the bonds with respect to which they are issued are not produced at the meeting by any other person and are not at the time of the meeting registered in the name of any other person. If any such meeting shall have been called by bondholders or by the Company as aforesaid upon failure of the Corporate Trustee to call the same after having been so requested to do under the provisions of Section 108 hereof, regulations to like effect for such issue of certificates by any bank or trust company organized under the laws of the United States of America or of any state thereof, having a capital of not less than Five Hundred Thousand Dollars ($500,000) shall be similarly binding and effective for all purposes hereof if adopted or approved by the bondholders calling such meeting or by the Board of Directors of the Company, if such meeting shall have been called by the Company, provided that in either such case copies of such regulations shall be filed with the Corporate Trustee.

SECTION 21. After the authentication and delivery by the Corporate Trustee of any of the Bonds of 1973 Series, the provisions of this Article IV shall become effective immediately upon there being no longer outstanding any Bonds of 1967 Series.

ARTICLE V.

The Trustees.

The Trustees hereby accept the trust hereby declared and provided and agreed to perform the same upon the terms and conditions in the Original Indenture, as heretofore supplemented and as supplemented by this Supplemental Indenture, and in this Supplemental Indenture set forth, and upon the following terms and conditions:

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The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company only.

ARTICLE VI.

Miscellaneous Provisions.

All terms contained in this Supplemental Indenture shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture, as amended by Article IV of this Supplemental Indenture.

Except as hereby expressly amended, the Original Indenture as amended by said First Supplemental Indenture is in all respects ratified and confirmed, and all the terms and conditions and provisions thereof shall be and remain in full force and effect; provided, however, that any provisions of the Original Indenture or said First Supplemental Indenture which are in conflict or inconsistent with the provisions of this Supplemental Indenture shall be deemed to have been amended to the extent necessary to give effect to the provisions of this Supplemental Indenture.

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

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed and this instrument to be signed and sealed by its President or Vice-President and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created has caused its corporate name to be hereunto affixed

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and this instrument to be signed and sealed by a Vice-President and its corporate seal to be attested by an Assistant Secretary, and R. G. PAGE, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, all in The City of New York, N. Y. as of the day and year first above written.

IDAHO POWER COMPANY

(CORPORATE SEAL)

By C J STRIKE
President

Attest:

A. C. INMAN
Secretary

Executed, sealed and delivered by IDAHO POWER COMPANY, in the presence of:

E. GLASSMEYER

R. C. SHEETS

BANKERS TRUST COMPANY

(CORPORATE SEAL)

By B J MORSE
Vice-President

Attest:

W C MEYERS
Assistant Secretary

Executed, sealed and delivered by BANKERS TRUST COMPANY, in the presence of:

N H DOWNS

G. R. INCE

R G PAGE (L. S.)
(R. G. Page)

Executed, sealed and delivered by R. G. PAGE, in the presence of:

N H DOWNS

G. R. INCE

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

On the 16th day of November, in the year 1943, before me personally came C. J. STRIKE, to me known, who, being by me duly sworn, did depose and say that he resides in Boise, Idaho; that he is the President of Idaho Power Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said C. J. Strike, having personally appeared and known to me to be the President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

HOWARD B. KIPP
Notary Public, Bronx County
Clerk's No. 63, Reg. No. 75 K 5
Cert. Filed in N. Y. County
Clerk's No. 341, Reg. No. 189 K 5
My Commission Expires March 30, 1945

(NOTARIAL SEAL)

23925

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

On the 16th day of November, in the year 1943, before me personally came B. J. MORSE, to me known, who, being by me duly sworn, did depose and say that he resides in New York, N. Y.; that he is a Vice-President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said B. J. MORSE, having personally appeared and known to me to be a Vice-President of said corporation that executed the instrument, acknowledged to me that said corporation executed the same.

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

HENRIETTE M. SMITH

HENRIETTE M. SMITH
Notary Public, Westchester County
Certificates filed in
N. Y. Co. Clk's No. 2306, Reg. No. 4-S-1382
Commission Expires March 30, 1944

(NOTARIAL SEAL)

23925

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

On this 16th day of November, in the year 1943, before me, HENRIETTE M. SMITH, a Notary Public in and for the State of New York in the County of New York, personally appeared and came R. G. PAGE, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

HENRIETTE M. SMITH

HENRIETTE M. SMITH
Notary Public, Westchester County
Certificates filed in
N. Y. Co. Clk's No. 2306, Reg. No. 4-S-1382
Commission Expires March 30, 1944

(NOTARIAL SEAL)

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

C. J. STRIKE, being first duly sworn, upon oath, deposes and says: That he is an officer, to wit, the President of Idaho Power Company, a corporation, the mortgagor described in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned to be thereby secured.

C. J. STRIKE

Subscribed and sworn to before me }
this 16th day of November, 1943. }

HOWARD B KIPP
Notary Public, Bronx County
Clerk's No. 63, Reg. No. 75 K 5
Cert. Filed in N. Y. County
Clerk's No. 341, Reg. No. 189 K 5
My Commission Expires March 30, 1945

(NOTARIAL SEAL)

23925

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

B. J. MORSE, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice-President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

B J MORSE

Subscribed and sworn to before me }
this 16th day of November, 1943. }

HENRIETTE M. SMITH

HENRIETTE M. SMITH
Notary Public, Westchester County
Certificates filed in
N. Y. Co. Clk's No. 2306, Reg. No. 4-S-1382
Commission Expires March 30, 1944

(NOTARIAL SEAL)

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

R. G. PAGE, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

R G PAGE

Subscribed and sworn to before me }
this 16th day of November, 1943. }

HENRIETTE M. SMITH

HENRIETTE M. SMITH
Notary Public, Westchester County
Certificates filed in
N. Y. Co. Clk's No. 2306, Reg. No. 4-S-1382
Commission Expires March 30, 1944

(NOTARIAL SEAL)

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FILING AND RECORDING REFERENCES FOR IDAHO POWER COMPANY

SECOND SUPPLEMENTAL INDENTURE

At the request of Idaho Power Company, by A. C. Inman, its Secretary, the Second Supplemental Indenture, dated as of November 15, 1943, by Idaho Power Company to Bankers Trust Company and R. G. Page, as Trustees under its Mortgage and Deed of Trust, dated as of October 1, 1937, was filed for record and thereafter recorded in the offices in the Counties and States named below on the dates and at the time, in the Book and at the Page set opposite the name of each such County, and the filing and recording fees required by law were paid, to-wit:

IN THE OFFICE OF THE EX-OFFICIO COUNTY AUDITOR AND RECORDER, STATE OF IDAHO

County of	Filed for Record: Date	Time O'clock	In Book: No.	Name	At Page	Reception or Other Number
Ada	November 29, 1943,	9:48 A.M.	168	Mortgages	130	223338
Adams	August 2, 1944,	1:04 P.M.	14	Mortgages	113	28687
Bannock	November 29, 1943,	9:35 A.M.	73	Mortgages	618	228993
Bingham	November 30, 1943,	10:32 A.M.	72	Mortgages	323	40920
Blaine	November 30, 1943,	1:15 P.M.	142	Mortgages	533	86321
Boise	November 29, 1943,	2:15 P.M.	25	Mortgages	3	50956
Bonneville	November 30, 1943,	2:05 P.M.	46	Mortgages	191	158088
Camas	August 2, 1944,	2:35 P.M.	11	Mortgages	507	25319
Canyon	December 1, 1943,	9:20 A.M.	133	Mortgages	569	284468
Cassia	December 7, 1943,	2:20 P.M.	35	Mortgages	618	146616
Clark	December 1, 1943,	2:30 P.M.	4	Mortgages	531	15109
Elmore	November 29, 1943,	9:10 A.M.	50	Mortgages	631	68525
Gem	December 4, 1943,	3:15 P.M.	22	Mortgages	89	49655
Gooding	November 29, 1943,	9:00 A.M.	20	Mortgages	526	88661
Jefferson	December 1, 1943,	9:30 A.M.	135	Mortgages	313	73017
Jerome	November 30, 1943,	10:46 A.M.	124	Mortgages	557	88349
Lemhi	December 1, 1943,	9:02 A.M.	P	Mortgages	279	59463
Lincoln	December 2, 1943,	9:00 A.M.	31	Mortgage Record	104	84567
Minidoka	November 29, 1943,	9:30 A.M.	26	Mortgages	135	93363
Owyhee	November 29, 1943,	1:50 P.M.	22	Mortgages	95	67353
Payette	November 29, 1943,	10:35 A.M.	17	Mortgages	119	55653
Power	November 29, 1943,	10:05 A.M.	44	Mortgages	223	61385
Twin Falls	December 6, 1943,	9:00 A.M.	125	Mortgages	469	337529
Valley	November 30, 1943,	9:00 A.M.	14	Mortgages	518	31497
Washington	November 29, 1943,	11:05 A.M.	38	Mortgages	251	65031

IN THE OFFICE OF THE COUNTY RECORDER, STATE OF NEVADA

County of	Filed for Record: Date	Time O'clock	In Book: No.	Name	At Page	Reception or Other Number
Elko	December 1, 1943,	4:10 P.M.	5	Real and Chattel Mortgages	266	82445

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IN THE OFFICE OF THE COUNTY CLERK, STATE OF OREGON

County of	Filed for Record Date	Time O'clock	In Book No.	Name	At Page	Reception or Other Number
Baker	December 1, 1943,	9:30 A.M.	78	Mortgages	446	11827
Malheur	December 6, 1943,	10:00 A.M.	31	Mortgages	274	19809

and said Second Supplemental Indenture was filed as a chattel mortgage in the office in the Counties and States named below, on the dates, at the time, filed as the number, and entered in the Book, set opposite the name of each such County, and the filing fees required by law were paid, to-wit:

IN THE OFFICE OF THE EX-OFFICIO COUNTY AUDITOR AND RECORDER, STATE OF IDAHO

County of	Filed as a Chattel Mortgage Date	Time O'clock	Entered or Indexed in Book No.	Name	At Page	Reception File or Other Number
Ada	November 29, 1943,	9:54 A.M.	18		I-2/1	46924
Adams	August 2, 1944,	1:07 P.M.	5	Minutes of Mortgages	I-2	28690
Bannock	November 29, 1943,	9:38 A.M.	17	Chat.	Sec. I	228994
Bingham	November 30, 1943,	10:58 A.M.	R	Chattels	I-4	40922
Blaine	November 30, 1943,	1:20 P.M.	140	C. M.	603	3794
Boise	November 29, 1943,	2:20 P.M.	7	C. Mtg.	114	50957
Bonneville	November 30, 1943,	2:07 P.M.	12	Chats.	I	158089
Camas	August 2, 1944,	2:50 P.M.	2	Chattels	376	25322
Canyon	December 1, 1943,	9:22 A.M.	23		I	55104
Cassia	December 7, 1943,	2:25 P.M.	5	Ch. Mtges	108, Sec. E-K	146617
Clark	December 1, 1943,	2:33 P.M.	2		"I"	15110
Elmore	November 29, 1943,	9:15 A.M.	11		173	68526
Gem	December 4, 1943,	3:20 P.M.	5		.....	11733
Gooding	November 29, 1943,	9:05 A.M.	3		Ida.	26713
Jefferson	December 1, 1943,	9:35 A.M.	132		I	73018
Jerome	November 30, 1943,	10:47 A.M.	9	Minutes of Chattel Mortgages	....	28289
Lemhi	December 1, 1943,	9:03 A.M.	H	Chat. Mtgs	614	59464
Lincoln	December 2, 1943,	9:05 A.M.	7		I	20282
Minidoka	November 29, 1943,	9:31 A.M.	10		118	28207
Owyhee	November 29, 1943,	1:55 P.M.	14		196	67354
Payette	November 29, 1943,	10:36 A.M.	2		I	12208
Power	November 29, 1943,	10:10 A.M.	10		"I"	61386
Twin Falls	December 6, 1943,	9:01 A.M.	2		.....	68534
Valley	November 30, 1943,	9:01 A.M.	1		"I"	31498
Washington	November 29, 1943,	11:10 A.M.	.....		.....	22191

and said Second Supplemental Indenture was also filed as a chattel mortgage in the office of the Department of Law Enforcement of the State of Idaho on April 26, 1944.

IN THE OFFICE OF THE COUNTY RECORDER, STATE OF NEVADA

County of	Filed as a Chattel Mortgage Date	Time O'clock	Entered or Indexed in Book No.	Name	At Page	Reception File or Other Number
Elko	December 1, 1943,	4:12 P.M.	3	Chattels	.....	82446

IN THE OFFICE OF THE COUNTY CLERK, STATE OF OREGON

County of	Filed as a Chattel Mortgage Date	Time O'clock	Entered or Indexed in Book No.	Name	At Page	Reception File or Other Number
Baker	December 1, 1943,	9:30 A.M.	.....		.....	9205
Malheur	December 6, 1943,	10:00 A.M.	31		274	19813

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IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND

R. G. PAGE,

As Trustees under its Mortgage and Deed of Trust, Dated as of October 1, 1937.

First Supplemental Indenture

Dated as of July 1, 1939.

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FIRST SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the first day of July, 1939, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the Company), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York, whose post office address is 16 Wall Street, New York, New York, (hereinafter sometimes called the Corporate Trustee), and R. G. Page, of 735 Belvidere Avenue, Plainfield, New Jersey, (hereinafter sometimes called the Individual Trustee), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust dated as of October 1, 1937, which said Mortgage and Deed of Trust was executed and delivered by Idaho Power Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of said Mortgage and Deed of Trust, reference to which said Mortgage and Deed of Trust dated as of October 1, 1937, is hereby made, this Indenture being supplemental thereto; and

WHEREAS, by said Mortgage and Deed of Trust, the Company covenanted that it would execute and deliver such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of said Mortgage and Deed of Trust, and to make subject to the lien of said Mortgage and Deed of Trust any "permit property" (as in said Mortgage and Deed of Trust defined), and any property of the Company which has ceased to be "permit property," which may be subjected to such lien without cancellation, forfeiture or impairment of any property or right of the Company,

and any property thereafter acquired and intended to be subject to the lien thereof; and

WHEREAS, said Mortgage and Deed of Trust was recorded on October 13, 1937, in Book 145 of Mortgages at Page 452, in the records of Ada County, Idaho; and on October 16, 1937, in Book 66 of Mortgages at Page 409, in the records of Bannock County, Idaho; and on October 16, 1937, in Book 68 of Mortgages at Page 470, in the records of Bingham County, Idaho; and on October 18, 1937, in Book 114 of Mortgages at Page 547, in the records of Blaine County, Idaho; and on October 16, 1937, in Book 24 of Mortgages at Page 290, in the records of Boise County, Idaho; and on October 13, 1937, in Book 119 of Mortgages at Page 300, in the records of Canyon County, Idaho; and on October 16, 1937, in Book 33 of Mortgages at Page 500, in the records of Cassia County, Idaho; and on October 18, 1937, in Book 50 of Mortgages at Page 180, in the records of Elmore County, Idaho; and on October 16, 1937, in Book 20 of Mortgages at Page 46, in the records of Gem County, Idaho; and on October 16, 1937, in Book 19 of Mortgages at Page 82, in the records of Gooding County, Idaho; and on October 16, 1937, in Book 50 of Mortgages at Page 115, in the records of Jerome County, Idaho; and on October 19, 1937, in Book 0 of Mortgages at Page 342, in the records of Lemhi County, Idaho; and on October 16, 1937, in Book 29 of Mortgages at Page 548, in the records of Lincoln County, Idaho; and on October 18, 1937, in Book 23 of Mortgages at Page 128, in the records of Minidoka County, Idaho; and on October 18, 1937, in Book 20 of Mortgages at Page 393, in the records of Owyhee County, Idaho; and on October 16, 1937, in Book 13 of Mortgages at Page 323, in the records of Payette County, Idaho; and on October 16, 1937, in Book 44 of Mortgages at Page 158, in the records of Power County, Idaho; and on October 18, 1937, in Book 115 of Mortgages at Page 399, in the records of Twin Falls County, Idaho; and on October 18, 1937, in Book 36 of Mortgages at Page 20, in the records of Washington County, Idaho; and on October

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18, 1937, in Book 4 of Real and Chattel Mortgages at Page 39, in the records of Elko County, Nevada; and on October 22, 1937, in Book 74 of Mortgages at Page 128, in the records of Baker County, Oregon; and on October 16, 1937, in Book 21 of Mortgages at Page 293, in the records of Malheur County, Oregon; and

WHEREAS, in addition to the property described in said Mortgage and Deed of Trust the Company has acquired certain property and rights in property hereinafter described and certain of its property has now ceased to be "permit property" as defined in Section 2 of said Mortgage and Deed of Trust; and

WHEREAS, the Trustees have requested that the Company execute and deliver to it a further instrument and conveyance for the purpose of more effectually carrying out the purposes of said Mortgage and Deed of Trust;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Idaho Power Company, in consideration of the premises and of one dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under said Mortgage and Deed of Trust, according to their tenor and effect and the performance of all the provisions of said Mortgage and Deed of Trust and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms unto R. G. Page, and (to the extent of its legal capacity to hold the same for the purposes of said Mortgage and Deed of Trust) unto Bankers Trust Company, as Trustees under said Mortgage and Deed of Trust, and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all and singular the properties, rights and interests in property, particularly described as follows:

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1. The Upper Salmon Falls Hydro-Electric Plant situated in Townships 7 and 8 South, Range 13 East, Boise Meridian, at Upper Salmon Falls in Snake River, in Twin Falls and Gooding Counties, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by actual application of water to beneficial use, and also all rights acquired under and by virtue of License and Certificate of Water Right No. 17069 issued December 7, 1937 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 6,500 second feet of the waters of Snake River at the Upper Salmon Falls, with priority of April 2, 1929, and recorded in Book 7 of Licenses, at Page 3886, of the records of the Department of Reclamation, State of Idaho.

2. At the Twin Falls Hydro-Electric Plant: All rights acquired under and by virtue of License and Certificate of Water Right No. 18132 issued September 17, 1938 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 1.5 second feet of the waters of certain unnamed springs tributary to Snake River, with priority of April 24, 1935, and recorded in Book 7 of Licenses, at Page 3900, of the records of the Department of Reclamation, State of Idaho.

3. The Gooding-Shoshone transmission line, extending from its junction with the Company's Malad-Gooding transmission line in Gooding County, Idaho, in an easterly direction through Gooding and Lincoln Counties to the Company's substation in Shoshone, Lincoln County, Idaho, together with all extensions and branches thereof or leading therefrom or connected therewith.

4. The Caldwell Terminal Substation, at Caldwell, Canyon County, Idaho, together with the transformers, switches and all other equipment and apparatus installed therein, or used or useful in connection therewith, together with the lands upon which the same are situated, the buildings, and all leaseholds, rights of way,

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easements, licenses, franchises and other rights relating to the construction, maintenance and operation thereof, and including Blocks 100, 101, 102 and 103, of Golden Gate Addition to the City of Caldwell, Canyon County, Idaho, as the same now appears on the official plat thereof on file in the office of the County Recorder of said Canyon County, Idaho.

5. All franchises, grants, rights of way, easements, licenses, certificates and other rights under which the Company's property, plants, lines and systems are or may be operated, including, but not limited to, the following:

(a) Franchise granted by the City of Pocatello (in Bannock County, Idaho), Ordinance No. 896, on July 8, 1938, expires May 1, 1978.

(b) Franchise granted by the Village of Wendell (in Gooding County, Idaho), Ordinance No. 123, on May 13, 1938, expires May 1, 1988.

6. All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and wheresoever situated, acquired since the date of said Mortgage and Deed of Trust by and now owned by the Company.

It is not intended herein or hereby to include in or to subject to the lien of said Mortgage and Deed of Trust, or to include in the lien hereof, and the granting clauses hereof shall not be deemed to apply to (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 of said Mortgage and Deed of Trust shall have occurred and be continuing, and either or both of the Trustees, or a receiver or trustee, shall have entered upon and taken possession of the mortgaged and pledged property, or (2) in any case (unless specifically subjected to the lien thereof) any bonds, notes, evidences of indebtedness, shares of stock or other securities or any cash (except cash deposited with the Corporate Trustee pursuant

to any of the provisions of said Mortgage and Deed of Trust) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business, or (3) any permit issued to the Company or any of its predecessors in interest by the Department or Commissioner of Reclamation of the State of Idaho for the development of power or the power site or the uncompleted works in connection with such permit, including the permits described as follows, to-wit:

(a) Storage Permit No. R273, approved June 28, 1921 by the Commissioner of Reclamation of the State of Idaho, to Idaho Power Company, for storage of 300,000 acre feet of the waters of Snake River and its tributaries at American Falls;

(b) Water Permit No. 15201, approved June 21, 1921 by the Commissioner of Reclamation of the State of Idaho, to Idaho Power Company, for 1200 second feet of the waters of American Falls Reservoir on Snake River;

(c) Water Permit No. 16635, approved January 18, 1927 by the Commissioner of Reclamation of the State of Idaho, to Idaho Power Company, for 2,000 second feet of the waters of Snake River at American Falls, for which Certificate of Completion of Works was issued by said Commissioner on October 7, 1927;

(d) Water Permit No. 10415, approved July 8, 1914 by the Commissioner of Reclamation of the State of Idaho, for 1,000 second feet of the waters of Clear Lake and its feeders, for which Certificate of Completion of Works adequate for diverting and conveying 526 second feet of water was issued by said Commissioner on June 1, 1927;

(e) Water Permit No. 5577, approved December 18, 1909, by the State Engineer of the State of Idaho, to Andrews Light and Power Company, for 200 second feet of the waters of Lemhi River, for which Certificate of Completion of Works was issued by said State Engineer on November 19, 1910;

and the power sites and uncompleted works in connection with any of the aforesaid permits, and including all other such permits and the power site and the uncompleted works in connection with any such permit, and any other permit property of the Company as in Section 2 of said Mortgage and Deed of Trust defined, but excluding from the permit property hereinabove expressly excepted from the lien of said Mortgage and Deed of Trust and of this Indenture the permit property, or property formerly permit property, specifically described as items numbered 1 and 2 of the granting clauses of this Indenture.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property (except that hereinabove expressly excepted) or any part thereof, with the reversion and reversions, remainder and remainders, and (subject to the provisions of Section 57 of said Mortgage and Deed of Trust), the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in said Mortgage and Deed of Trust, this Indenture being supplemental thereto.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in said Mortgage and Deed of Trust shall affect and apply to the property hereinbefore described and conveyed and to the estate, rights, obligations and duties of the Company and Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors as Trustees of said property in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of said Mortgage and Deed of Trust, and had been specifically and at length described in and conveyed to R. G. Page and (to the extent of its legal capacity to hold the same for the purposes of said Mortgage and Deed of Trust) unto Bankers Trust Company, as Trustees, by said Mortgage and Deed of Trust as a part of the property therein stated to be conveyed.

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

IN WITNESS WHEREOF, IDAHO POWER COMPANY, party hereto of the first part has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice-Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries, and R. G. Page, one of the parties hereto of the second part, has

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hereunto set his hand and affixed his seal, as of the day and year first above written.

IDAHO POWER COMPANY,

By C. J. STRIKE
President.

Attest: [SEAL]

A. C. INMAN
Secretary.

Executed, sealed and delivered by IDAHO POWER COMPANY in the presence of:

R. H. SESSIONS
OLIVE M. BIGGS

BANKERS TRUST COMPANY,

By E. E. BEACH
Vice-President.

Attest: [SEAL]

W. C. MEYERS
Assistant Secretary.

Executed, sealed and delivered by BANKERS TRUST COMPANY in the presence of:

E. H. GRIFFITH
A. J. TACKER

R. G. PAGE (SEAL)

Executed, sealed and delivered by R. G. PAGE in the presence of:

E. H. GRIFFITH
A. J. TACKER

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STATE OF IDAHO }
COUNTY OF ADA } ss.:

On the 24 day of July, in the year 1939, before me personally came C. J. STRIKE, to me known, who, being by me duly sworn, did depose and say that he resides in Boise, Idaho; that he is the President of IDAHO POWER COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said C. J. Strike having personally appeared and known to me to be the President of the corporation that executed the instrument, acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year in this Certificate first above written.

M. E. HUGHES
Notary Public, Ada County,
Notary Public residing at Boise, Idaho

My Commission Expires Mch. 27, 1940

[NOTARIAL SEAL]

2 39 2-5

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

On the 14th day of August, in the year 1939, before me personally came E. E. BEACH, to me known, who, being by me duly sworn, did depose and say that he resides in Summit, New Jersey; that he is the Vice-President of BANKERS TRUST COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order; the said E. E. Beach, having personally appeared and known to me to be the Vice-President of the corporation that executed the instrument, acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year in this Certificate first above written.

C. WALTER BRYDON

C. WALTER BRYDON
Notary Public, Kings County, N. Y.
Kings Co. No. 940, Register's No. 1534
New York Co. No. 1455, Register's No. 1-B-867
My Commission Expires March 30, 1941

[NOTARIAL SEAL]

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

On the 5th day of September, in the year 1939, before me, C. WALTER BRYDON, a Notary Public in and for the State of New York, in the County of New York, personally appeared and came R. G. PAGE, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year in this Certificate first above written.

C. WALTER BRYDON

C. WALTER BRYDON
Notary Public, Kings County, N. Y.
Kings Co. No. 940, Register's No. 1534
New York Co. No. 1455, Register's No. 1-B-867
My Commission Expires March 30, 1941

[NOTARIAL SEAL]

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STATE OF IDAHO }
COUNTY OF ADA } ss.:

C. J. STRIKE, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit: the President of IDAHO POWER COMPANY, a corporation, the mortgagor named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Idaho Power Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned therein to be thereby secured.

C. J. STRIKE

Subscribed and sworn to before me }
this 24 day of July, 1939. }

[NOTARIAL SEAL]

M. E. HUGHES
Notary Public, Ada County,
Notary Public residing at Boise, Idaho

My Commission Expires Mch. 27, 1940

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

E. E. BEACH, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit: a Vice-President of BANKERS TRUST COMPANY, a corporation, one of the mortgagees and trustees named in the foregoing indenture or mortgage, and makes this affidavit on behalf of said Bankers Trust Company; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned therein to be thereby secured.

E. E. BEACH

Subscribed and sworn to before me }
this 14th day of August, 1939. }

[NOTARIAL SEAL]

C. WALTER BRYDON

C. WALTER BRYDON
Notary Public, Kings County, N. Y.
Kings Co. No. 940, Register's No. 1534
New York Co. No. 1455, Register's No. 1-B-867

My Commission Expires March 30, 1941

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

R. G. PAGE, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing indenture or mortgage; that said indenture or mortgage is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned therein to be secured thereby.

R. G. PAGE

Subscribed and sworn to before me }
this 5th day of September, 1939. }

[NOTARIAL SEAL]

C. WALTER BRYDON

C. WALTER BRYDON
Notary Public, Kings County, N. Y.
Kings Co. No. 940, Register's No. 1534
New York Co. No. 1455, Register's No. 1-B-867

My Commission Expires March 30, 1941

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FILING AND RECORDING REFERENCES FOR IDAHO POWER COMPANY FIRST SUPPLEMENTAL INDENTURE

At the request of Idaho Power Company, by A. C. Inman, its Secretary, the First Supplemental Indenture, dated as of July 1, 1939, by Idaho Power Company to Bankers Trust Company and R. G. Page, as Trustees under its Mortgage and Deed of Trust, dated as of October 1, 1937, was filed for record and thereafter recorded in the offices in the Counties and States named below on the dates and at the time, in the Book and at the Page set opposite the name of each such County, and the filing and recording fees required by law were paid, to-wit:

IN THE OFFICE OF THE EX-OFFICIO COUNTY AUDITOR AND RECORDER, STATE OF IDAHO.

County of	Filed for Record: Date	Filed for Record: Time o'clock	In Book: No.	In Book: Name	In Book: At Page	Reception or Other Number	Fee Paid
Ada	September 27, 1939,	3:06 P.M.	151	Mortgages	294	192480	$7.00
Bannock	September 30, 1939,	1:23 P.M.	68	Mortgages	404	204688	$7.00
Bingham	October 5, 1939,	9:02 A.M.	69	Mortgages	541	22879	$7.00
Blaine	September 30, 1939,	2:50 P.M.	142	Mortgages	161	79812	$7.40
Boise	September 30, 1939,	10:10 A.M.	24	Mortgages	447	46968	$7.00
Canyon	October 4, 1939,	9:02 A.M.	124	Mortgages	42	245162	$7.00
Cassia	September 30, 1939,	9:35 A.M.	34	Mortgages	81-85	132605	$7.00
Elmore	September 30, 1939,	9:00 A.M.	50	Mortgages	362	61517	$7.00
Gem	October 5, 1939,	10:05 A.M.	20	Mortgages	547	41792	$7.40
Gooding	September 30, 1939,	11:00 A.M.	19	Mortgages	418	74636	$7.00
Jerome	September 30, 1939,	10:15 A.M.	118	.....	230	74515	$7.00
Lemhi	October 2, 1939,	4:00 P.M.	0	Mortgages	554-557	52421	$7.00
Lincoln	September 30, 1939,	9:00 A.M.	30	Mortgages	175	77703	$8.00
Minidoka	October 4, 1939,	9:09 A.M.	23	Mortgages	290	84276	$7.00
Owyhee	September 30, 1939,	1:15 P.M.	21	Mortgages	110	58416	$7.20
Payette	October 5, 1939,	4:31 P.M.	15	Mortgages	9	45230	$7.80
Power	September 30, 1939,	10:30 A.M.	88	Mortgages	389	56219	$7.00
Twin Falls	October 4, 1939,	9:07 A.M.	117	Mortgages	617	303412	$7.00
Washington	September 30, 1939,	9:15 A.M.	36	Mortgages	544	60609	$7.00

IN THE OFFICE OF THE COUNTY RECORDER, STATE OF NEVADA.

County of	Filed for Record: Date	Filed for Record: Time o'clock	In Book: No.	In Book: Name	In Book: At Page	Reception or Other Number	Fee Paid
Elko	October 2, 1939,	10:25 A.M.	4	Real and Chattel Mortgages	295-299	71475	$8.05

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IN THE OFFICE OF THE COUNTY CLERK, STATE OF OREGON.

County of	Filed for Record Date	Time o'clock	In Book No.	Name	At Page	Reception or Other Number	Fee Paid
Baker	September 30, 1939,	11:30 A.M.	75	Record of Mortgages	514	4696	Paid
Malheur	October 6, 1939,	2 P.M.	24	Real Est. Mortgages	346-350	125761	Paid

and said First Supplemental Indenture was filed as a chattel mortgage in the office in the Counties and States named below, on the dates, at the time, filed as the number, and entered in the Book, set opposite the name of each such County, and the filing fees required by law were paid, to-wit:

IN THE OFFICE OF THE EX-OFFICIO COUNTY AUDITOR AND RECORDER, STATE OF IDAHO.

County in Idaho	Filed as a Chattel Mortgage Date	Time o'clock	Entered or Indexed in Book No.	Name	At Page	Reception, File or Other Number
Ada	September 27, 1939,	3:05 P.M.	17	of Chattel Mtgs.	I-1	40215
Bannock	September 30, 1939,	1:25 P.M.	16	of Chattels Sec. I		204689
Bingham	October 5, 1939,	9:04 A.M.	Q	Section I	4	22880
Blaine	September 30, 1939,	2:55 P.M.	140	(Chattel Mtg. No. 2920)	312	79813
Boise	September 30, 1939,	10:05 A.M.	6	of Chattels	460	46967
Canyon	October 4, 1939,	9:03 A.M.	20	Register of Chattel Mtgs.	I	45512
Cassia	September 30, 1939,	9:40 A.M.	5	Chattel Mtgs. Sec. I-J	108	132606
Elmore	September 30, 1939,	9:05 A.M.	11	Chattel Mortgages	38	61518
Gem	October 5, 1939,	10:10 A.M.	5	Chattel Mortgages #9832	.....	41793
Gooding	September 30, 1939,	11:05 A.M.	5	Chattel Mortgage		22639
Jerome	September 30, 1939,	10:16 A.M.		As C. M. 24350		74516
Lemhi	October 2, 1939,	4:01 P.M.	H	of Chattel Mortgages	388	52422
Lincoln	September 30, 1939,	9: A.M.	5	of C. Mortgages	I	17954
Minidoka	October 4, 1939,	9:07 A.M.	9		118	25596
Owyhee	September 30, 1939,	1:20 P.M.	13	of Chattel Mortgages	153	58417
Payette	October 5, 1939,	4:30 P.M.	2	of Chattels	I	9874
Power	September 30, 1939,	10:35 A.M.	10		I	56220
Twin Falls	October 4, 1939,	9:08 A.M.				61872½
Washington	September 30, 1939,	9:10 A.M.		of Chattels	Id-1	20203

23925

IN THE OFFICE OF THE COUNTY RECORDER, STATE OF NEVADA.

County of	Filed as a Chattel Mortgage: Date	Time o'clock	Entered or Indexed in Book: No.	Name	Under	Reception, or Other Number
Elko	October 2, 1939,	10:26 A.M.	1	of Indexes	I	71476

IN THE OFFICE OF THE COUNTY CLERK, STATE OF OREGON.

County of	Filed as a Chattel Mortgage: Date	Time o'clock	Entered or Indexed in Book: No.	Name	Under	Reception, or Other Number
Baker	September 30, 1939,	11:30 A.M.				4109
Malheur	October 6, 1939,	2: P.M.	3	of Chattel Mortgages	I	125761

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IDAHO POWER COMPANY

TO

BANKERS TRUST COMPANY

AND R. G. PAGE

TRUSTEES

Mortgage and Deed of Trust

Dated as of October 1, 1937

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Book completely filmed

INDENTURE, dated as of the 1st day of October, 1937, made and entered into by and between IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter sometimes called the Company), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York, whose post office address is 16 Wall Street, New York, New York (hereinafter sometimes called the Corporate Trustee), and R. G. Page, of 735 Belvidere Avenue, Plainfield, New Jersey, (hereinafter sometimes called the Individual Trustee), parties of the second part, (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the Trustees);

Parties*

WHEREAS, the Company has deemed it necessary to borrow money for its corporate purposes and to issue its bonds therefor from time to time in one or more series, and to mortgage and pledge its property hereinafter described or mentioned, to secure the payment of the same, such bonds to be coupon bonds and/or fully registered bonds, authenticated by the certificate of the Corporate Trustee and issuable as in this Indenture hereinafter provided, such coupon bonds, coupons, fully registered bonds and Corporate Trustee's certificates to be substantially in the forms following, respectively, with such insertions, omissions and variations as the Board of Directors of the Company may determine in accordance with the provisions of this Indenture:

Recitals

Description of bonds

[GENERAL FORM OF COUPON BOND]

General form of coupon bond

IDAHO POWER COMPANY

..... MORTGAGE BOND

No. .... Series ..... $.....

IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter called the Company), for value received, hereby promises to pay to the bearer, or, if this bond be registered, to the registered owner hereof, on ....., ..., at the office or agency of the Company in ....., ... dollars in such coin or

* The marginal notes were not a part of the Mortgage as executed.

currency of the United States of America as at the time of payment is legal tender for public and private debts, and to pay interest thereon from the date hereof at the rate of ..... per centum per annum in like coin or currency at said office or agency on ..... and ..... in each year, until the Company's obligation with respect to the payment of such principal shall have been discharged. Until maturity, such interest shall be paid only upon presentation and surrender of the interest coupons therefor hereto attached as they severally mature.

This bond is one of an issue of bonds of the Company issuable in series and is one of a series known as its ..... Mortgage Bonds, ... Series ....., all bonds of all series issued and to be issued under and equally secured (except in so far as any sinking or other fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supplemental thereto, called the Mortgage), dated as of October 1, 1937, executed by the Company to Bankers Trust Company, and R. G. Page, as Trustees, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds and of the Trustees in respect thereof, the terms and conditions upon which the bonds are or are to be secured and the circumstances under which additional bonds may be issued. With the consent of the Company and to the extent permitted by and as provided in the Mortgage, the rights and obligations of the Company and/or the rights of the holders of the bonds and/or coupons and/or the terms and provisions of the Mortgage may be modified or altered by affirmative vote of the holders of at least seventy-five per centum (75%) in principal amount of the bonds then outstanding under the Mortgage and, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected by action taken at such meeting, then also by affirmative vote of the holders of at least seventy-five per centum (75%) in principal amount of the series of bonds so to be affected (excluding in any case bonds challenged and disqualified from voting by reason of the Company's interest therein as provided in the Mortgage); provided that, without the consent of the holder hereof, no such modification or alteration shall permit an extension of the maturity of the

principal of this bond or a reduction in the rate of interest hereon or any other modification in the terms of payment of such principal or interest or the creation of any lien equal or prior to the lien of the Mortgage or deprive the holder of a lien on the mortgaged and pledged property and provided that no vote of bondholders shall be required to authorize any supplemental indenture increasing or decreasing the maximum amount of obligations to be secured by the Mortgage.

The principal hereof may be declared or may become due on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is negotiable and shall pass by delivery unless registered as to principal in the owner's name at the office or agency of the Company in ....., and such registration noted hereon, after which no valid transfer hereof can be made, except at such office or agency, until after registered transfer to bearer, but after such registered transfer to bearer this bond shall be again transferable by delivery. Such registration, however, shall not affect the negotiability of the coupons, which shall always remain payable to bearer and transferable by delivery. The Company and the Trustees may deem and treat the bearer of this bond if it be not registered as to principal, and the bearer of any coupon hereunto appertaining, or, if this bond is registered as herein authorized, the person in whose name the same is registered, as the absolute owner for the purpose of receiving payment and for all other purposes.

No recourse shall be had for the payment of the principal of or interest on this bond against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any predecessor or successor corporation, as such, either directly or through the Company or any predecessor or successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors being released by the holder or owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

Neither this bond nor the coupons hereto attached shall become obligatory until Bankers Trust Company, the Corporate Trustee under the Mortgage, or its successor thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, Idaho Power Company has caused this bond to be signed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries, and interest coupons bearing the facsimile signature of its Treasurer to be attached hereto, as of ....., ...

IDAHO POWER COMPANY,

By.....
President.

Attest:

.....
Secretary.

General form of coupon

[GENERAL FORM OF COUPON]

No. ..... $.....

On ....., ..., IDAHO POWER COMPANY will pay to bearer at its office or agency in ...., ... dollars in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts, being six months' interest then due on its ..... Mortgage Bond, ... Series ....., No. .....

This coupon will not be payable if said bond shall have been called for previous redemption and payment of the redemption price thereof duly provided for.

.....
Treasurer.

The words "This coupon will not be payable if said bond shall have been called for previous redemption and payment of the redemption price thereof duly provided for," will appear only upon coupons to which they are applicable by reason of provisions for redemption prior to maturity contained in the bonds to which such coupons are attached.

[GENERAL FORM OF FULLY REGISTERED BOND]

General form of fully registered bond

IDAHO POWER COMPANY

..... Mortgage Bond

No. .... Series ..... $.....

IDAHO POWER COMPANY, a corporation of the State of Maine (hereinafter called the Company), for value received, hereby promises to pay to ....., or registered assigns on ....., ..., at the office or agency of the Company in .... dollars in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts, and to pay to the registered owner hereof interest thereon from the .... or ..... next preceding the date of this bond, at the rate of ..... per centum per annum in like coin or currency, at said office or agency on ..... and ..... in each year, until the Company's obligation with respect to the payment of such principal shall have been discharged.

This bond is one of an issue of bonds of the Company issuable in series and is one of a series known as its ..... Mortgage Bonds, ... Series ....., all bonds of all series issued and to be issued under and equally secured (except in so far as any sinking or other fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supplemental thereto, called the Mortgage), dated as of October 1, 1937, executed by the Company to Bankers Trust Company and R. G. Page, as Trustees, to which reference is made for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds and of the Trustees in respect thereof, the terms and conditions upon which the bonds are or are to be secured and the circumstances under which additional bonds may be issued. With the consent of the Company and to the extent permitted by and as provided in the Mort-

gage, the rights and obligations of the Company and/or the rights of the holders of the bonds and/or coupons and/or the terms and provisions of the Mortgage may be modified or altered by affirmative vote of the holders of at least seventy-five per centum (75%) in principal amount of the bonds then outstanding under the Mortgage and, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected by action taken at such meeting, then also by affirmative vote of the holders of at least seventy-five per centum (75%) in principal amount of the series of bonds so to be affected (excluding in any case bonds challenged and disqualified from voting by reason of the Company's interest therein as provided in the Mortgage); provided that, without the consent of the holder hereof, no such modification or alteration shall permit an extension of the maturity of the principal of this bond or a reduction in the rate of interest hereon or any other modification in the terms of payment of such principal or interest or the creation of any lien equal or prior to the lien of the Mortgage or deprive the holder of a lien on the mortgaged and pledged property and provided that no vote of bondholders shall be required to authorize any supplemental indenture increasing or decreasing the maximum amount of obligations to be secured by the Mortgage.

The principal hereof may be declared or may become due on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered owner hereof in person, or by his duly authorized attorney, at the office or agency of the Company in .....,
upon surrender and cancellation of this bond, and upon payment, if the Company shall require it, of the transfer charges provided for in the Mortgage, and, thereupon, a new fully registered bond of the same series for a like principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustees may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes.

No recourse shall be had for the payment of the principal of or interest on this bond against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director

of the Company or of any predecessor or successor corporation, as such, either directly or through the Company or any predecessor or successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors being released by the holder or owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become obligatory until Bankers Trust Company, the Corporate Trustee under the Mortgage, or its successor thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, IDAHO POWER COMPANY has caused this bond to be signed in its corporate name by its President or one of its Vice-Presidents and its corporate seal to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries on .....,
.....

IDAHO POWER COMPANY,

By.....
President.

Attest:

.....
Secretary.

[FORM OF CORPORATE TRUSTEE'S CERTIFICATE ON ALL BONDS]

Form of Corporate Trustee's certificate

This bond is one of the bonds, of the series herein designated, provided for in the within-mentioned Mortgage.

BANKERS TRUST COMPANY, Corporate Trustee,

By.....

and

WHEREAS, all things necessary to make said bonds, when duly authenticated by the Corporate Trustee and issued by the Company,

Compliance with legal requirements

valid, binding and legal obligations of the Company, and to make this Indenture a valid, binding and legal instrument for the security thereof, have been performed, and the issue of said bonds as in this Indenture provided has been in all respects duly authorized;

Granting clause

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That Idaho Power Company, in consideration of the premises and of one dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in order to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued hereunder, according to their tenor and effect and the performance of all the provisions hereof (including any instrument supplemental hereto and any modification made as in this Indenture provided) and of said bonds, hath granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents doth grant, bargain, sell, release, convey, assign, transfer, mortgage, pledge, set over and confirm unto R. G. Page, and (to the extent of its legal capacity to hold the same for the purposes hereof) unto Bankers Trust Company, as Trustees and to their successor or successors in said trust, and to them and their successors, heirs and assigns forever, all the following described properties of the Company—that is to say:

FIRST.

Description of Property

Electric generating plants

THE ELECTRIC GENERATING PLANTS, DEVELOPMENTS AND STATIONS OF THE COMPANY, including all dams, power houses, buildings, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, raceways, structures and works, and the land on which the same are situated, and all other lands, easements, licenses, rights of way, water rights, water storage and flooding rights, flowage rights, privileges, poles, wires, machinery, equipment, appurtenances and supplies, forming a part of said plants, stations or developments, or any of them, or used or enjoyed, or capable of being used or enjoyed in conjunction with any of the power plants, stations, lands, property, rights, easements, or privileges, namely:

American Falls Hydro-Electric Plant

1. The American Falls Hydro-Electric Plant situated in Township 7 South, Range 31 East, Boise Meridian, at or near American Falls in Snake River, in Bannock, Bingham and Power Counties, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection with said plant, and all water rights, flowage rights, reservoir and flooding rights, water appropriations and licenses, and rights to the storage and use of water, including water and water rights acquired by contract and water rights acquired by actual application of water to beneficial use, and all rights acquired or reserved under and by virtue of that certain agreement dated June 15, 1923 between Idaho Power Company and The United States of America, and all agreements and contracts amendatory thereof or supplementary thereto, also including all rights acquired under and by virtue of that certain water location for 2,000 second feet of the waters of Snake River made by J. H. Brady on August 1, 1901, verified notice of which was filed for record in the office of the County Recorder of Blaine County, Idaho, on August 12, 1901 and recorded in Book 4 of Water Rights, at Page 265, of the records in said office, for which Transfer Certificate No. 463 for 611 second feet of said waters was issued by the Commissioner of Reclamation, State of Idaho, on June 17, 1929; also that certain water location for 6,000 second feet of the waters of Snake River made by Andrew J. Tarbet on July 15, 1901, certified notice of which was filed for record in the office of the County Recorder of Blaine County, Idaho, on July 17, 1901, and recorded in Book 4 of Water Rights, at Page 266, of the records of said office, for which Transfer Certificate No. 464 for 253 second feet of said waters was issued by the Commissioner of Reclamation, State of Idaho, on June 17, 1929; also License and Certificate of

Water Right No. 4168 issued February 5, 1920 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 1400 second feet of the waters of Snake River at American Falls, with priority of September 3, 1908, and recorded in Book 5 of Licenses, at Page 2529, of the records of the Department of Reclamation, State of Idaho; also License and Certificate of Water Right No. 14067 issued July 21, 1924 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 4600 second feet of the waters of Snake River at American Falls, with priority of March 8, 1919, and recorded in Book 6 of Licenses, at Page 3175, of the records of the Department of Reclamation, State of Idaho.

Twin Falls Hydro-Electric Plant

2. The Twin Falls Hydro-Electric Plant situated in Township 10 South, Range 18 East, Boise Meridian, at the Twin Falls in Snake River, in Twin Falls and Jerome Counties, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by actual application of water to beneficial use, and also all rights acquired under and by virtue of License and Certificate of Water Right No. 17070 issued August 20, 1937 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 1,050 second feet of the waters of Snake River at the Twin Falls, with priority of April 2, 1929, and recorded in Book 7 of Licenses, at page 3883, of the records of the Department of Reclamation, State of Idaho.

Shoshone Falls Hydro-Electric Plant

3. The Shoshone Falls Hydro-Electric Plant, situated in Township 9 South, Range 17 East, and in Township 9 South, of Range 18 East, Boise Meridian, at or near Shoshone Falls in Snake River, in Jerome and Twin Falls Counties, Idaho, and the dams, diversion works, reservoirs, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings, and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by the actual application of water to beneficial use, and also all rights acquired under and by virtue of that certain water location for 1,000 second feet of the waters of Snake River made by I. B. Perrine on November 1, 1901, verified notice of which was filed for record in the office of the County Recorder of Lincoln County, Idaho, on November 5, 1901, and recorded in Book

1 of Water Rights, at page 241, of the records of said office; also that certain water location for 1,000 second feet of the waters of Snake River made by Arcturas Z. Conrad on September 13, 1902, verified notice of which was filed for record in the office of the County Recorder of Lincoln County, Idaho, on September 15, 1902, and recorded in Book 1 of Water Rights, at page 251, of the records of said office; also License and Certificate of Water Right No. 14881 issued December 10, 1925 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 1,000 second feet of the waters of Snake River at Shoshone Falls, with priority of August 9, 1920, and recorded in Book 6 of Licenses, page 3335, of the records of the Department of Reclamation, State of Idaho; also License and Certificate of Water Right No. 15356 issued May 29, 1922 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 0.3 second foot of the waters of an unnamed spring, a tributary of Snake River, with priority of October 29, 1921, and recorded in Book 6 of Licenses, page 2936, of the records of the Department of Reclamation, State of Idaho.

Thousand Springs Hydro-Electric Plant

4. The Thousand Springs Hydro-Electric Plant, situated in Township 8 South, Range 14 East, Boise Meridian, at or near Thousand Springs on the Snake River, in Gooding County, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by actual application of water to beneficial use, and also all rights acquired under and by virtue of License and Certificate of Water Right No. 9066 issued July 5, 1923 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 600 second feet of the waters of Thousand Springs and Snow Bank Springs, with priority of November 20, 1912, and recorded in Book 6 of Licenses, page 3056, of the records of the Department of Reclamation, State of Idaho; also License and Certificate of Water Right No. 12292 issued October 27, 1921 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company, for 100 second feet of the waters of Sand Springs Creek, a tributary of Snake River, with priority of May 1, 1916, and recorded in Book 5 of Licenses, page 2872, of the records of the Department of Reclamation, State of Idaho.

Lower Salmon Falls Hydro-Electric Plant

5. The Lower Salmon Falls Hydro-Electric Plant, situated in Township 7 South, Range 13 East, Boise Meridian, at Lower Salmon Falls in Snake River, in Gooding and Twin Falls Counties, Idaho, and

the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by actual application of water to beneficial use, and also all rights acquired under and by virtue of License and Certificate of Water Right No. 3685 issued October 31, 1919 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 1,700 second feet of the waters of Snake River at Lower Salmon Falls, with priority of May 11, 1908, and recorded in Book 5 of Licenses, at page 2503, of the records of the Department of Reclamation, State of Idaho; also License and Certificate of Water Right No. 3685 issued October 31, 1919 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company for 1,300 second feet of the waters of Snake River at Lower Salmon Falls, with priority of July 2, 1908, and recorded in Book 5 of Licenses, at page 2502, of the records of the Department of Reclamation, State of Idaho; also License and Certificate of Water Right No. 18107 issued August 20, 1937 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company, for 250 second feet of the waters of Snake River at Lower Salmon Falls, with priority of March 20, 1935, and recorded in Book 7 of Licenses, at page 3884, of the records of the Department of Reclamation, State of Idaho.

Malad Hydro-Electric Plant

6. The Malad Hydro-Electric Plant, situated in Township 6 South, Range 13 East, Boise Meridian, on or near the Malad River, near its confluence with Snake River, in Gooding County, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by actual application of water to beneficial use, and also all rights acquired under and by virtue of License and Certificate of Water Right No. 4366 issued July 16, 1920 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company, for 700 second feet of the waters of Malad River and Cove Creek, tributary to Snake River, with priority of November 25, 1908, and recorded in Book 5 of Licenses, at page 2570, of the records of the Department of Reclamation, State of Idaho; also all rights arising under and by virtue of that certain agreement between The Malad Power Company and Kings Hill Irrigation & Power Company, dated February 9, 1909.

Swan Falls Hydro-Electric Plant

7. The Swan Falls Hydro-Electric Plant, situated in Township 2 South, Range 1 East, Boise Meridian, at or near Swan Falls in Snake River, in Ada and Owyhee Counties, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by actual application of water to beneficial use, and all rights acquired under and by virtue of those certain water locations made by Joseph H. Hutchinson on January 17, 1900 and on or about May 4, 1900, respectively, each for 10,000 second feet of the waters of Snake River, verified notice of the location so made on January 17, 1900 having been duly recorded in the office of the County Recorder of Owyhee County, Idaho, in Book 3 of Water Rights and Mill Sites, at page 750, of the records in said office, and verified notice of said location so made on or about May 4, 1900, having been recorded in Book 3 of Water Rights and Mill Sites, at page 761, in the records in said office, said notices also being recorded in Book 1 of Water Locations, at page 174, of the records of the Department of Reclamation, State of Idaho; also all rights under and by virtue of that certain judgment and decree made and entered in the Circuit Court of the United States for the District of Idaho, on April 2, 1907, in an action wherein Trade Dollar Consolidated Mining Company was plaintiff and A. R. Crusen and A. A. Fraser were defendants, for 2,150 second feet of the waters of Snake River at Swan Falls; also Water License issued August 4, 1911 by the State Engineer of the State of Idaho to The Swan Falls Power Company for 1,840 second feet of the waters of Snake River at Swan Falls, with priority of January 17, 1900, and recorded in Book 2 of Licenses, at page 876, in the records of the Department of Reclamation, State of Idaho; also Water License issued August 16, 1911 by the State Engineer of the State of Idaho to The Swan Falls Power Company for 1,460 second feet of the waters of Snake River at Swan Falls, with priority of April 17, 1900, and recorded in Book 2 of Licenses, at page 877, in the records of the Department of Reclamation, State of Idaho; which Licenses aforesaid recite and confirm in and to The Swan Falls Power Company (predecessor of Idaho Power Company) the decreed right aforesaid to 2,150 second feet of the waters of Snake River at Swan Falls; also License and Certificate of Water Right No. 14362, issued May 26, 1920 by the Commissioner of Reclamation, State of Idaho, to Idaho Power Company, for 4,000 second feet of the waters of Snake River at Swan Falls, with priority of July 29, 1919, and recorded in Book 5 of Water Licenses, at page 2563, in the records of the Department of Reclamation, State of Idaho.

Horseshoe Bend Hydro-Electric Plant

8. The Horseshoe Bend Hydro-Electric Plant, situated in Township 7 North, Range 2 East, Boise Meridian, on or near the Payette River, in Boise County, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by actual application of water to beneficial use, and all rights acquired under and by virtue of that certain water location made by Judson Spofford on March 29, 1900, for 400 second feet of the waters of Payette River, verified notice of which was duly filed for record and recorded in the office of the County Recorder of Boise County, Idaho, in Book 3 of Water Rights at page 307, and also recorded in Book 1 of Water Locations, at page 243, of the records of the Department of Reclamation, State of Idaho; also water location made by said Judson Spofford on July 5, 1901, for 600 second feet of the waters of said Payette River, verified notice of which was duly filed for record in said office and recorded in Book 3 of Water Rights, at page 427, of the records of said office, and also recorded in Book 1 of Water Locations, at page 9, of the records of the Department of Reclamation, State of Idaho.

Oxbow Hydro-Electric Plant

9. The Oxbow Hydro-Electric Plant situated in Township 7 South, Range 48 East, Willamette Meridian, in Baker County, State of Oregon, on or near Snake River at what is known as Oxbow in said river, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including water rights acquired by the actual application of water to beneficial use, and the right to construct and maintain a dam in said river under that certain permit granted by E. H. Hitchcock, Secretary of the Interior, to D. J. Winslow on December 18, 1906, under the Act of Congress approved February 15, 1901, relative to the granting of rights of way and permits for the construction and maintenance of dams and reservoirs for power purposes on the Public Domain, and also including all rights to the use of the water acquired under that certain water location made by Dominicus Winslow for 6,000 cubic feet per second of the waters of said Snake River on November 3, 1906, certified notice of which was duly filed for record in the office of the County Recorder of Baker County, Oregon, and recorded in Book F of Water Rights, page 466, of the records in said office and approved and filed with the state

engineer of the State of Oregon, on November 8, 1906; also flooding and other rights in Townships 7 and 8 South, Range 48 East, Willamette Meridian, acquired under and by virtue of that certain agreement between Idaho Power Company and Oregon-Washington Railroad & Navigation Company, dated February 13, 1919, and recorded in Book I of Leases and Agreements, at pages 1-4, in the records of Baker County, Oregon.

Salmon Hydro-Electric Plant

10. The Salmon Hydro-Electric Plant, including Diesel engine plants and stations, situated in Townships 21 and 22 North, Range 22 East, Boise Meridian, on or near the Lemhi River, in Lemhi County, Idaho, and the dams, reservoirs, diversion works, pipe lines, flumes, canals, tunnels, headworks, power houses, buildings and other structures, and all lands, rights of way, easements, rights, franchises, licenses, and privileges owned, used, or enjoyed in connection therewith, and all water rights, flowage rights, flooding rights, water appropriations and licenses, and rights to the use of water, including rights acquired by actual application to beneficial use, and all rights acquired under and by virtue of that certain water location made by Ed. Mingle on March 31, 1897, for 700 second feet of the waters of Lemhi River, and recorded in Book B of Water Rights, at page 239, of the records of Lemhi County, Idaho; also Water License No. 751, issued October 31, 1913 by the State Engineer of the State of Idaho to Lemhi Power Company, Ltd., for 200 second feet of the waters of Lemhi River, with priority of June 27, 1904, and recorded in Book 3 of Licenses, at page 1454, in the records of the Department of Reclamation, State of Idaho.

All other generating plants

11. Also all other generating plants and stations, or parts thereof, wherever situated, and all property acquired for use in conjunction therewith, and all dams, reservoirs, diversion works, pipe lines, flumes, raceways, canals, tunnels, headworks, power houses, buildings, structures and other property, and the land on which the same are situated, and whether now owned by the Company, or hereafter acquired; and all water rights, flowage rights, reservoir and flooding rights, and water priorities, licenses, and rights to the use of water used or enjoyed or capable of being used or enjoyed in connection with any of the generating plants and stations of the Company, or otherwise, wherever situated, and whether now owned or hereafter acquired; and also all lands, rights of way, easements, franchises, licenses, privileges and rights, whether now owned, or hereafter acquired, for or relating to the construction, maintenance, or operation of such plants, reservoirs, canals, or pipe lines, or any part thereof, on, over, or across the public lands of the United States, or of any state, or other lands, subject, however, to the right, title, or interest held or retained by the

United States of America in the public lands affected by any of such plants, dams, reservoirs, canals, pipe lines, flumes, or other structures herein described.

SECOND.

Transmission and Distribution Lines and Systems

THE ELECTRIC TRANSMISSION AND DISTRIBUTION LINES AND SYSTEMS OF THE COMPANY, including substations, transformers, switch racks, switchboards, towers, poles, pole lines, wires, insulators, hardware, and all appurtenances, appliances, apparatus, devices and equipment, and all other property, real or personal, forming a part of, or used, occupied or enjoyed in connection with, or in anywise appertaining to said transmission and distribution systems, or any of them, together with all rights of way, easements, privileges, and all federal, state, municipal, county or other franchises, certificates, permits, licenses and rights for or relating to the construction, maintenance, operation or occupancy thereof, through, along, over, under or upon any public streets or highways, or the public lands of the United States or of any state, or any other lands, including:

Transmission Lines and System.

American Falls-Pocatello-Blackfoot

12. The American Falls-Pocatello-Blackfoot transmission line, extending from the Company's American Falls generating station in Power County, Idaho, in a general northeasterly direction through Power County, Fort Hall Indian Reservation and Bannock County, to the Company's substation in Pocatello, thence in a general northerly direction through Bannock County, Fort Hall Indian Reservation and Bingham County to the Company's substation in Blackfoot, including a branch line to the Company's Day Street substation in Pocatello, together with all branches and extensions thereof or leading therefrom or connected therewith.

American Falls-Aberdeen

13. The American Falls-Aberdeen transmission line, extending from the Company's American Falls generating station in Power County, Idaho, in a general northerly direction through the Counties of Power and Bingham, to the Company's Fairview Rural substation, thence continuing to the Company's substation in Aberdeen, Idaho, thence continuing in a general northerly direction to the Company's Springfield Rural substation and the substation of the Aberdeen-Springfield Canal Company, in Bingham County, Idaho, together with all branches and extensions thereof or leading therefrom or connected therewith.

American Falls-Shoshone Falls

14. The American Falls-Shoshone Falls transmission line extending from the Company's American Falls generating station, in Power County, Idaho, in a general westerly direction, through the Counties of Power, Blaine, Minidoka and Jerome, Idaho, to the Company's generating station at Shoshone Falls, Jerome County, Idaho, including branch lines to the Minidoka generating station of the United States Bureau of Reclamation, in Minidoka County, Idaho, and to the Company's Twin Falls generating station, in Twin Falls County, Idaho, together with all branches and extensions thereof or leading therefrom or connected therewith.

Shoshone Falls-Oakley

15. The Shoshone Falls-Oakley transmission line extending from the Company's Shoshone Falls generating station, in Jerome County, Idaho, in a general easterly direction through Jerome County to a point about three miles northeasterly from Milner, thence southerly across Snake River through Twin Falls and Cassia Counties, to the Company's substation near Oakley, Idaho, including the branch lines to the Hansen Rural and Hazelton substation and the Twin Falls North Side Land and Water Company's pumping plants numbered 1, 2 and 3, together with all other branches and extensions thereof or leading therefrom or connected therewith.

Shoshone Falls-Thousand Springs

16. The Shoshone Falls-Thousand Springs transmission line extending from the Company's Shoshone Falls generating station in Jerome County, Idaho, in a southerly and westerly direction through the Company's substations in Twin Falls, Filer and Buhl, in Twin Falls County, Idaho, thence in a northerly and westerly direction across the Snake River through Twin Falls and Gooding Counties to the Company's Thousand Springs generating station, in Gooding County, Idaho, including a branch line to the High Line Canal Company's pumping plant, together with all other branches and extensions thereof or leading therefrom or connected therewith.

Shoshone Falls-Shoshone-Richfield

17. The Shoshone Falls-Shoshone-Richfield transmission line extending from the Company's Shoshone Falls generating station in Jerome County, Idaho, in a general northerly direction through the counties of Jerome and Lincoln to the Company's substation in Shoshone, Lincoln County, Idaho, thence in an easterly and northeasterly direction through Lincoln County to Richfield, Idaho, including the branches to the Twin Falls North Side Land and Water Company's pumping plants Nos. 4 and 5, together with all other branches and extensions thereof or leading therefrom or connected therewith.

Thousand Springs-Jerome-Jerome Junction

18. The Thousand Springs-Jerome-Jerome Junction transmission line extending from the Company's Thousand Springs generating sta-

tion in Gooding County, Idaho, in a general easterly direction through the counties of Gooding and Jerome to the Company's substation in Jerome, Jerome County, Idaho, thence continuing in a general easterly direction through Jerome County to the Jerome Junction where said line connects with the Shoshone Falls-Shoshone-Richfield transmission line, together with all branches and extensions thereof or leading therefrom or connected therewith.

Thousand Springs-Jarbidge-Mountain City

19. The Thousand Springs-Jarbidge-Mountain City transmission line extending from the Company's generating station at Thousand Springs, Gooding County, Idaho, thence in a southerly direction through Gooding and Twin Falls Counties to the Company's substation near Castleford, thence in a southwesterly direction through Twin Falls and Owyhee Counties, Idaho, and Elko County, Nevada to a point about a mile north of Jarbidge, Elko County, Nevada, thence in a general westerly direction to the substation of the Mountain City Copper Company in Elko County, Nevada, including the branch line to the Elkoro Mines Operating Company, together with all other branches and extensions thereof or leading therefrom or connected therewith.

Thousand Springs-Lower Salmon-Malad

20. The Thousand Springs-Lower Salmon-Malad transmission line extending from the Company's Thousand Springs generating station in Gooding County, Idaho, in a general northwesterly direction to the Company's substation in Hagerman, Gooding County, Idaho; thence continuing in a general northwesterly direction to the Company's Malad generating station, in Gooding County, Idaho, including the branch line to the Company's Lower Salmon generating station in Gooding County, Idaho, together with all other branches and extensions thereof or leading therefrom or connected therewith.

Thousand Springs-Malad

21. The Thousand Springs-Malad transmission line extending from the Company's Thousand Springs generating station in Gooding County, Idaho, in a general easterly and northerly direction through Gooding County to the Company's generating station at Malad, in Gooding County, Idaho, with a branch line extending from a point on said line, about two miles north and three miles east of the Company's Thousand Springs generating station, to the Company's substation in Wendell, Gooding County, Idaho, together with all other branches and extensions thereof or leading therefrom or connected therewith.

Upper Salmon-Shoshone Falls

22. The Upper Salmon-Shoshone Falls transmission line extending from the Company's Upper Salmon generating station, Twin Falls County, Idaho, in a southeasterly direction in Twin Falls County across the Snake River, thence in a general easterly direction through Good-

ing and Jerome Counties to the Company's generating station at Shoshone Falls, Jerome County, Idaho, together with all other branches and extensions thereof or leading therefrom or connected therewith.

Malad-Gooding

23. The Malad-Gooding transmission line, extending from the Company's Malad generating station in Gooding County, Idaho, in a general northeasterly direction through Gooding County to the Company's substation in Gooding, Idaho, together with all extensions and branches thereof or leading therefrom or connected therewith.

Thousand Springs-Caldwell-Ontario-Huntington

24. The Thousand Springs-Caldwell-Ontario-Huntington transmission line extending from the Company's Thousand Springs generating station in Gooding County, Idaho, in a northwesterly direction through Gooding, Twin Falls, Elmore, Ada and Canyon Counties in Idaho to the town of Caldwell; thence continuing in a northwesterly direction through Canyon and Payette Counties in Idaho and Malheur County, Oregon, to the city of Ontario; thence continuing in a northwesterly direction through the Counties of Malheur and Baker in Oregon to the Company's substation in Huntington, Baker County, Oregon, together with all other branches and extensions thereof or leading therefrom or connected therewith.

Malad-Boise

25. The Malad-Boise transmission line extending from the Company's Malad generating station in Gooding County, Idaho, in a general northwesterly direction through the Counties of Gooding, Twin Falls, Elmore and Ada to the Company's substation in Boise, Ada County, Idaho, including a branch to the Company's Mountain Home substation, together with all other branches and extensions thereof or leading therefrom or connected therewith.

Malad-Glenns Ferry-Swan Falls

26. The Malad-Glenns Ferry-Swan Falls transmission line extending from the Company's Malad generating station in Gooding County, Idaho, in a northwesterly direction through the counties of Gooding and Elmore to the Company's substation in Glenns Ferry, Elmore County, Idaho, thence continuing in a westerly and northwesterly direction through the counties of Elmore and Ada to the Company's Swan Falls generating station in Ada County, Idaho, including the branches to the Company's substations in Bliss, Hammett, Indian Cove, Bruneau, Mountain Home and Grandview; also the branch line to the Grandview Irrigation District pumping plant in Owyhee County, Idaho, together with all other branches and extensions thereof or leading therefrom or connected therewith.

Swan Falls-Nampa

27. The Swan Falls-Nampa transmission line, extending from the Company's Swan Falls generating station in Ada County, Idaho, in a

general northerly direction through the Counties of Ada and Canyon to the Company's substation in Nampa, Canyon County, Idaho, together with all branches and extensions thereof or leading therefrom or connected therewith.

Swan Falls-Gem-Caldwell

28. The Swan Falls-Gem-Caldwell transmission line extending from the Company's Swan Falls generating station in Ada County, Idaho, in a northwesterly direction through the counties of Ada and Canyon in Idaho to the Company's substation in Caldwell, Idaho, including the branch line extending across the Snake River to the Gem Irrigation District's pumping plant in Owyhee County, Idaho, together with all extensions and branches thereof or leading therefrom or connected therewith.

Boise-Caldwell

29. The Boise-Caldwell transmission lines, consisting of three lines, one of which extends from the Company's substation in Boise, Ada County, Idaho, in a northwesterly and westerly direction, on the north side of Boise River, through the towns of Eagle and Star in Ada County and Middleton, Canyon County and to the Company's substation in Caldwell, Canyon County, Idaho; and one of which extends from the Company's substation in Boise in a southerly and westerly direction across Boise River, through the towns of Meridian, Ada County and Nampa, Canyon County, and to the Company's substation in Caldwell; and the third of which extends from the Company's substation in Boise in a southerly direction across Boise River, thence in a westerly and northwesterly direction, through Ada and Canyon Counties to the Company's substation in Caldwell, together with all branches and extensions of each of said transmission lines or leading therefrom or connected therewith.

Caldwell-Nyssa-Ontario

30. The Caldwell-Nyssa-Ontario transmission line extending from the Company's substation in Caldwell, Canyon County, Idaho, in a general northwesterly direction through Canyon County, Idaho, to the town of Parma; thence continuing northerly in Canyon County, Idaho, to the Company's substation at Nyssa, Malheur County, Oregon; thence continuing northerly through Malheur County, Oregon, to the Company's substation at Ontario, Malheur County, Oregon, including the branch lines to the Government's Ontario-Nyssa pumping plant and to the Company's substation in Vale, Malheur County, Oregon, together with all extensions and branches thereof or leading therefrom or connected therewith.

Emmett-Ontario-Weiser

31. The Emmett-Ontario-Weiser transmission line extending from the Company's substation in Emmett, Gem County, Idaho, in a north-

westerly direction through the Counties of Gem and Payette in Idaho and Malheur County in Oregon to the Company's substation in Ontario, Oregon; thence continuing in a northerly direction through Malheur County, Oregon, and Washington County, Idaho, to the Company's substation in Weiser, Idaho, including the branch lines to the Boise Payette Lumber Company's substation near Emmett, Gem County, Idaho, and the Government's Payette Oregon Slope pumping plant in Malheur County, Oregon, together with all extensions and branches thereof or leading therefrom or connected therewith.

Oxbow-Gypsum-Weiser

32. The Oxbow-Gypsum-Weiser transmission line extending from the Company's Oxbow generating station in Baker County, Oregon, in a southwesterly direction through Baker County, Oregon, to the Company's substation in Gypsum, Oregon, thence continuing across the Snake River in a southeasterly direction through Baker County, Oregon, and Washington County, Idaho, to the Company's substation in Weiser, Idaho, including the branch line from Gypsum through Baker County, Oregon, to the Oregon Portland Cement Company's substation in Lime, Oregon, including the double circuit loop lines from said transmission line to the Company's substation in Huntington, Oregon, together with all other branches and extensions thereof or leading therefrom.

Huntington-Durkee

33. The Huntington-Durkee transmission line extending from the Company's substation in Huntington, Baker County, Oregon, in a northwesterly direction through Baker County to the Company's substation in Durkee, Baker County, Oregon, together with all branches and extensions thereof or leading therefrom or connected therewith.

Distribution Lines and Systems.

Pocatello Division

34. Pocatello Division. The Distribution Systems, with all branches and extensions thereof or appertaining thereto or connected therewith, or constructed and equipped in, near and between Alameda, Inkom, and Pocatello in the County of Bannock, Idaho; Aberdeen, Blackfoot, Moreland, Pingree, Riverside, Rockford, Springfield, Sterling and Wapello in the County of Bingham, Idaho; American Falls, Fairview, Neeley and Rockland in the County of Power, Idaho; and Fort Hall in the Fort Hall Indian Reservation, Idaho.

Twin Falls-Jerome Division

35. Twin Falls-Jerome Division. The Distribution Systems, with all branches and extensions thereof or appertaining thereto or connected therewith, or constructed and equipped in, near and between Bliss, Gooding, Hagerman, Tuttle and Wendell in the County of Good-

ing, Idaho; Eden, Hazleton and Jerome in the County of Jerome, Idaho; Dietrich and Shoshone in the County of Lincoln, Idaho; Marion and Oakley in the County of Cassia, Idaho; and Amsterdam, Berger, Buhl, Castleford, Clover, Filer, Hansen, Hollister, Kimberly, Milner, Murtaugh and Twin Falls in the County of Twin Falls, Idaho.

Boise Division

36. Boise Division. The Distribution Systems, with all branches and extensions thereof or appertaining thereto or connected therewith, or constructed and equipped in, near and between Barber, Boise, Eagle, Kuna, Meridian, Mora, Orchard, Star, Ustick and the Company's Swan Falls generating station in the County of Ada, Idaho; Horseshoe Bend and the Company's Horseshoe Bend generating station in the County of Boise, Idaho; Bowmont, Caldwell, Greenleaf, Huston, Melba, Middleton and Nampa in the County of Canyon, Idaho; Glenns Ferry, Hammett, King Hill and Mountain Home in the County of Elmore, Idaho; Emmett, Letha, Montour, Pearl and Sweet in the County of Gem, Idaho and Bruneau, Black Jack Mine, Blaine Mine, DeLamar Placers, Dewey, Grandview, Indian Cove, Jordan Creek Placers, Marsing, Murphy and Silver City in the County of Owyhee, Idaho.

Payette Division

37. Payette Division. The Distribution Systems, with all branches and extensions thereof or appertaining thereto or connected therewith, or constructed and equipped in, near and between Apple Valley, Arena Valley, Notus, Parma, Roswell and Wilder in the County of Canyon, Idaho; Homedale in the County of Owyhee, Idaho; Fruitland, New Plymouth and Payette in the County of Payette, Idaho; Weiser in the County of Washington, Idaho; and Carson, Durkee, Gypsum, Halfway, Homestead, Huntington, Jimtown, Lime, Newbridge, Pine, Richland, Robinette and the Superior Dredge near Bridgeport, in the County of Baker, Oregon; and Adrian, Harper, Nyssa, Ontario and Vale in the County of Malheur, Oregon.

Salmon Division

38. Salmon Division. The Distribution System, with all branches and extensions thereof or appertaining thereto or connected therewith, or constructed and equipped in and near Salmon, in the County of Lemhi, Idaho.

Substations and switch racks

39. All substations and switch racks, together with the transformers, switches and all other equipment and apparatus installed therein, or used or useful in connection therewith, together with the lands upon which the same are situated, and all leaseholds, rights of way, easements, licenses, franchises, and other rights relating to the construction, maintenance and operation thereof, including those certain substations, transformer stations, and equipment as now in-

stalled at the following locations: the Boise, Boise Water Works, Boise Stone Company, Black's Creek, Eagle, Grandview, Meridian and Star substations, in Ada County, Idaho; the Inkom, Pocatello, and Pocatello O. S. L. substations in Bannock County, Idaho; the Aberdeen, Blackfoot and Springfield Rural substations, in Bingham County, Idaho; the Caldwell, Huston, Melba, Middleton, Midway, Nampa and Parma substations, in Canyon County, Idaho; the Oakley substation, in Cassia County, Idaho; the Cleft, Glenns Ferry, Hammett, Mountain Home, Orchard and Reverse substations, in Elmore County, Idaho; the Crane Creek, Emmett and Pearl substations, in Gem County, Idaho; the Bliss, Gooding, Hagerman and Wendell substations, in Gooding County, Idaho; the Hazelton and Jerome substations, in Jerome County, Idaho; the Dietrich and Shoshone substations, in Lincoln County, Idaho; the Bruneau, Indian Cove, Murphy and Silver City substations, in Owyhee County, Idaho; the New Plymouth substation, in Payette County, Idaho; the Fairview substation, in Power County, Idaho; the Buhl, Castleford, Filer, Hansen Rural, Highline Pumping Plant, Milner and Twin Falls substations, in Twin Falls County, Idaho; the Weiser substation, in Washington County, Idaho; the Fort Hall substation at Fort Hall Indian Reservation, Idaho; the Durkee, Gypsum, Home, Huntington, Jacobson, Robinette and Superior Dredge Company substations, in Baker County, Oregon; the Ontario, Nyssa and Vale substations, in Malheur County, Oregon; the Jarbidge substation, in Elko County, Nevada.

Omnibus property description clause

40. And also all extensions, branches, developments, additions, and improvements of said transmission and distribution lines and systems, or any of them or any part thereof, and all other transmission and distribution lines and equipment, wherever situated, whether connected or not connected with any of the foregoing transmission and distribution lines, or whether now owned or hereafter acquired, including all rights of way, easements, licenses, certificates, privileges, rights, and all federal, state, county, municipal or other franchises for or relating to the construction, maintenance, operation or occupancy of said lines, or any of them, or any part thereof, through, along, across, over, under or upon any public streets or highways, or the public lands of the United States or of any state, or any other lands or places whatsoever.

Franchises

41. All franchises, grants, rights of way, easements, licenses, certificates, and other rights under which the Company's property, plants, lines and systems are or may be operated, including, but not limited to, the following:

(a) 1. Permission and order granted by the County Commissioners of Ada County, Idaho, on June 11, 1917.

2. Franchise granted by the City of Boise, Ordinance No. 101, on September 4, 1890; franchise granted by the City of Boise, Ordinance No. 374, on December 6, 1901, expires December 6, 1951; franchise granted by the City of Boise, Ordinance No. 383, on February 6, 1902, expires February 6, 1952; franchise granted by the Village of South Boise (now Boise), Ordinance No. 68, on September 15, 1909, expires 1952.

3. Franchise granted by the Village of Kuna, Ordinance No. 12, on April 4, 1916, expires September 1, 1966; franchise granted by the Village of Kuna, Ordinance No. 14, on December 12, 1916, expires September 1, 1966.

4. Franchise granted by the Village of Meridian, Ordinance No. 47, on August 17, 1912, expires August 17, 1962; franchise granted by the Village of Meridian, Ordinance No. 120, on May 4, 1936, expires May 1, 1986.

5. Franchise granted by the Village of Star, Ordinance No. 38, on May 5, 1913, expires in 1963; franchise granted by the Village of Star, Ordinance No. 34, on September 16, 1912, expires in 1962.

(b) 1. Permission and order granted by the County Commissioners of Bannock County, Idaho, on December 11, 1933.

2. Franchise granted by the Village of Fairview (now Alameda), Ordinance No. 5, on July 28, 1920, expires April 1, 1970; franchise granted by the Village of North Pocatello (now Alameda), Ordinance No. 9, on May 4, 1920, expires April 1, 1970.

3. Franchise granted by the City of Pocatello, Ordinance No. 97, on October 17, 1901, expires October 17, 1941; franchise granted by the City of Pocatello, Ordinance No. 62, on June 7, 1892, expires June 7, 1942.

(c) 1. Permission and order granted by the County Commissioners of Bingham County, Idaho, on December 11, 1933.

2. Franchise granted by the Village of Aberdeen, Ordinance No. 16, on February 1, 1916, expires February 1, 1966.

3. Franchise granted by the City of Blackfoot, Ordinance No. 120, on February 1, 1910, expires February 1, 1960.

(d) 1. Permission and order granted by the County Commissioners of Blaine County, Idaho, on May 7, 1913.

(e) 1. Permission and order granted by the County Commissioners of Boise County, Idaho, on February 13, 1934.

(f) 1. Permission and order granted by the County Commissioners of Canyon County, Idaho, on January 9, 1922.

2. Franchise granted by the City of Caldwell, Ordinance No. 207, on February 16, 1912, expires February 16, 1962; franchise granted by the City of Caldwell, Ordinance No. 209, on March 4, 1912, expires March 4, 1962.

3. Franchise granted by the Village of Melba, Ordinance No. 10, on July 7, 1936, expires July 7, 1986.

4. Franchise granted by the Village of Middleton, Ordinance No. 14, on July 11, 1910, expires in 1960; franchise granted by the Village of Middleton, Ordinance No. 29, on May 7, 1913, expires in 1963; franchise granted by the Village of Middleton, Ordinance No. 21, on May 1, 1911, expires in 1961.

5. Franchise granted by the City of Nampa, Ordinance No. 43, on December 3, 1900, expires December 3, 1950.

6. Franchise granted by the Village of Notus, Ordinance No. 21, on June 16, 1926, expires June 16, 1976.

7. Franchise granted by the Village of Parma, Ordinance No. 62, on April 29, 1913, expires April 29, 1963; franchise granted by the Village of Parma, Ordinance No. 45, on October 6, 1911, expires in 1961.

8. Franchise granted by the Village of Wilder, Ordinance No. 21, on March 14, 1921, expires March 14, 1971.

(g) 1. Permission and order granted by the County Commissioners of Cassia County, Idaho, on October 9, 1922.

2. Franchise granted by the Village of Oakley, Ordinance No. 51, on April 9, 1912, expires April 15, 1962.

(h) 1. Permission and order granted by the County Commissioners of Elmore County, Idaho, on January 9, 1922.

2. Franchise granted by the Village of Glenns Ferry, Ordinance No. 34, on December 20, 1910, expires December 20, 1960; franchise granted by the Village of Glenns Ferry, Ordinance No. 33, on December 20, 1910, expires December 20, 1960.

3. Franchise granted by the Village of Mountain Home, Ordinance No. 115, on May 29, 1911, expires May 29, 1961; franchise granted by the Village of Mountain Home, Ordinance No. 117, on June 22, 1911, expires June 22, 1961.

(i) 1. Permission and order granted by the County Commissioners of Gem County, Idaho, on July 16, 1919.

2. Franchise granted by the City of Emmett, Ordinance No. 123, on May 6, 1913, expires May 6, 1938; franchise granted by the City of Emmett, Ordinance No. 300, on January 2, 1928, expires January 2, 1953.

(j) 1. Permission and order granted by the County Commissioners of Gooding County, Idaho, on January 10, 1934.

2. Franchise granted by the City of Gooding, Ordinance No. 76, on September 18, 1911, for term of 48 years; franchise granted by the City of Gooding, Ordinance No. 33, on July 2, 1909.

3. Franchise granted by the Village of Hagerman, Ordinance No. 3, on June 3, 1918, expires March 1, 1968.

4. Franchise granted by the Village of Wendell, Ordinance No. 30, on May 6, 1913, expires May 6, 1938.

(k) 1. Permission and order granted by the County Commissioners of Jerome County, Idaho, on December 5, 1921.

2. Franchise granted by the Village of Eden, Ordinance No. 11, on December 19, 1916, expires December 1, 1966.

3. Franchise granted by the Village of Hazelton, Ordinance No. 14, on February 5, 1917, expires January 1, 1967.

4. Franchise granted by the City of Jerome, Ordinance No. 41, on April 23, 1912, expires July 1, 1961.

(l) 1. Permission and order granted by the County Commissioners of Lemhi County, Idaho, on January 2, 1937.

2. Franchise granted by the City of Salmon, Ordinance No. 249, on March 1, 1937, expires June 5, 1977; franchise granted by the City of Salmon, Ordinance No. 206, on June 13, 1927, expires June 5, 1977; franchise granted by the City of Salmon, Ordinance No. 48, on March 5, 1907, expires March 5, 1957; franchise granted by the City of Salmon, Ordinance No. 11, on March 5, 1900, expires March 5, 1950.

(m) 1. Permission and order granted by the County Commissioners of Lincoln County, Idaho, on May 12, 1924.

2. Franchise granted by Village of Shoshone, Ordinance No. 20, on November 17, 1903, expires November 17, 1953; franchise granted by the Village of Shoshone, Ordinance No. 52, as amended, on May 6, 1913, expires May 6, 1963.

(n) 1. Permission and order granted by the County Commissioners of Minidoka County, Idaho, on September 10, 1917.

(o) 1. Permission and order granted by the County Commissioners of Owyhee County, Idaho, on July 14, 1919.

2. Franchise granted by the Village of Homedale, Ordinance No. 9, on October 1, 1928, expires October 1, 1978.

(p) 1. Permission and order granted by the County Commissioners of Payette County, Idaho, on July 19, 1917.

2. Franchise granted by the Village of New Plymouth, Ordinance No. 8, on June 19, 1909, expires June 19, 1959.

3. Franchise granted by the City of Payette, Ordinance No. 229, on April 28, 1913, expires April 28, 1938; franchise granted by the City of Payette, Ordinance No. 384, on July 7, 1930, expires July 7, 1980.

(q) 1. Permission and order granted by the County Commissioners of Power County, Idaho, on May 10, 1926.

2. Franchise granted by the City of American Falls, Ordinance No. 135, on August 1, 1933, expires August 1, 1983.

3. Franchise granted by the Village of Rockland, Ordinance No. 18, on January 16, 1917, expires January 1, 1967.

(r) 1. Permission and order granted by the County Commissioners of Twin Falls County, Idaho, on January 18, 1922.

2. Franchise granted by the City of Buhl, Ordinance No. 7, on September 4, 1908; franchise granted by the City of Buhl, Ordinance No. 32, as amended, on April 30, 1913, expires April 30, 1963.

3. Franchise granted by the City of Filer, Ordinance No. 22, on May 19, 1913, expires May 19, 1963; franchise granted by the City of Filer, Ordinance No. 31, on November 13, 1916, expires October 1, 1966.

4. Franchise granted by the Village of Hansen, Ordinance No. 6, on November 3, 1919, expires November 1, 1969.

5. Franchise granted by the Village of Hollister, Ordinance No. 7, on June 4, 1917, expires June 1, 1967.

6. Franchise granted by the Village of Kimberly, Ordinance No. 10, on July 10, 1917, expires August 1, 1967.

7. Franchise granted by the City of Twin Falls, Ordinance No. 134, as amended, on April 29, 1913, expires April 29, 1963; franchise

granted by the City of Twin Falls, Ordinance No. 22, on October 5, 1905, expires October 5, 1955.

(s) 1. Permission and order granted by the County Commissioners of Washington County, Idaho, on March 12, 1934.

2. Power contract and permission granted by the City of Weiser, on February 8, 1934, expires March 1, 1944.

(t) 1. Permission and order granted by the County Court of Baker County, Oregon, on August 2, 1922.

2. Franchise granted by the Town of Copperfield, Ordinance No. 16, on August 2, 1916, expires July 1, 1966.

3. Franchise granted by the Town of Halfway, Ordinance No. 22, on May 3, 1917, expires April 1, 1967.

4. Franchise granted by the City of Huntington, Ordinance No. 39, on December 11, 1911, expires December 11, 1961.

5. Franchise granted by the Town of Richland, Ordinance No. 80, on July 24, 1928, expires July 24, 1978.

(u) 1. Permission and order granted by the County Court of Malheur County, Oregon, on September 6, 1922.

2. Franchise granted by the Town of Nyssa, Ordinance No. 149, on June 5, 1913, expires in 1963; franchise granted by the Town of Nyssa, Ordinance No. 218, on April 6, 1936, expires March 1, 1956.

3. Franchise granted by the City of Ontario, Ordinance No. 429, on August 7, 1933, expires June 5, 1943.

4. Franchise granted by the City of Vale, Ordinance No. 127, on September 8, 1927, expires September 8, 1947.

(v) 1. Franchise granted by the Board of County Commissioners of Elko County, Nevada, on September 7, 1937, expires August 1, 1962.

THIRD.

Telephone Lines

42. ALL TELEPHONE LINES OF THE COMPANY, used or available for use in the operation of its other properties or otherwise, as now or hereafter located, constructed and equipped in and through the States of Idaho, Nevada, and Oregon, or elsewhere, together with the wires, towers, poles, structures, insulators, hardware, ground wires, supports and other appliances and apparatus, and all other property forming

a part of or appertaining to such telephone system, lines or wires, or any other telephone lines of the Company, as the same are now or hereafter may be located, constructed and equipped, as well as all rights of way, easements, privileges, franchises and rights for, or relating to the construction, maintenance or operation of such telephone lines, or any part thereof, through, over, under or upon any public streets or highways or the public lands of the United States or of any state, or other lands.

FOURTH.

Miscellaneous lands, buildings, including General Office building

43. ALL OTHER LANDS, IMPROVEMENTS, BUILDINGS, AND OTHER STRUCTURES, whether now owned or hereafter acquired by the Company, together with the appurtenances, fixtures, and other rights and privileges owned, used or enjoyed in connection therewith, or belonging or in anywise appertaining thereto, including the Company's General Office building and Lots 1 and 2, Block 48, Boise Original Townsite, and warehouse building and Lots 1 and 2 and the West half of Lot 3, Block 112, Boise Original Townsite, in Boise, Ada County, local office building and Lot 17, Block 86, and warehouse building and Lots 28, 29, 30, 31 and 32, Block 59, in Twin Falls, Twin Falls County, Idaho, and warehouse building and Lots 15 and 16, Block 115, Ontario Original Townsite, in Ontario, Malheur County, Oregon, together with the lands upon which the same are situated, and all other lands, buildings and structures of the Company situated in the Counties of Ada, Bannock, Bingham, Blaine, Boise, Canyon, Cassia, Elmore, Gem, Gooding, Jerome, Lemhi, Lincoln, Minidoka, Owyhee, Payette, Power, Twin Falls and Washington, State of Idaho, the Counties of Baker and Malheur, State of Oregon, and Elko County, State of Nevada, or in any other state, county, or place whatsoever.

Construction of property descriptions

Wherever any reference or description is hereinabove made or given, whether general or specific, of or to any property, right, document (including reference to the recording thereof), or to any other item or thing whatsoever, the same shall not be construed as exclusive, and shall in no way be a limitation of or upon the properties granted and mortgaged herein, but shall be deemed to have been inserted to aid in identifying the properties, items and things so mentioned or described.

General and after acquired property clauses

All other property, whether real, personal or mixed (except any hereinafter expressly excepted), and whether now owned or hereafter

acquired by the Company and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in this Indenture), all lands, flowage rights, water rights, water storage rights, reservoir rights, flooding rights, flumes, raceways, dams, rights of way and roads; all plants for the generation of electricity by water, steam and/or other power, power houses, gas plants, telephone systems, water works, water systems, steam heat plants, hot water plants, substations, transmission lines, distributing systems, bridges, culverts, tracks, rolling stock, vehicles, buses, automobiles, ice plants, refrigeration plants, railway systems, whether street or interurban; all offices, buildings and structures, and the equipment thereof; all machinery, engines, boilers, dynamos, machines, regulators, meters, transformers, generators and motors; all appliances whether electrical, gas or mechanical, conduits, cables and lines; all pipes whether for water, steam, heat, gas or other purposes; all mains and pipes, service pipes, fittings, valves and connections, poles, wires, tools, implements, apparatus, furniture, chattels and choses in action; all municipal franchises and other franchises (except the Company's franchise to be a corporation); all lines for the transmission and/or distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits and all apparatus for use in connection therewith; all real estate, lands, leases, leaseholds; all contracts, whether heat, light, gas, power, water or street lighting contracts; all easements, servitudes, licenses, rights, powers, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as hereinafter expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described or referred to;

Appurtenances, etc.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 hereof, hereinafter contained), the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

Agreement as to after-acquired property

IT IS HEREBY AGREED by the Company that all the property, rights, and franchises acquired by the Company after the date hereof (except any hereinbefore or hereinafter expressly excepted) shall be as fully embraced within the lien hereof as if such property, rights and franchises were now owned by the Company and were specifically described herein and conveyed hereby.

Properties excepted from lien of Indenture including Permit Property

It is not intended to include in the lien hereof, and the granting clauses hereof shall not be deemed to apply to (1) any revenues, earnings, rents, issues, income or profits of the mortgaged and pledged property, or any bills, notes or accounts receivable, contracts or choses in action, except to the extent permitted by law in case a completed default specified in Section 65 hereof shall have occurred and be continuing, and either or both of the Trustees, or a receiver or trustee, shall have entered upon and taken possession of the mortgaged and pledged property, or (2) in any case (unless specifically subjected to the lien hereof) any bonds, notes, evidences of indebtedness, shares of stock or other securities or any cash (except cash deposited with the Corporate Trustee pursuant to any of the provisions of this Indenture) or any goods, wares, merchandise, equipment or apparatus manufactured or acquired for the purpose of sale or resale in the usual course of business, or (3) any permit issued to the Company or any of its predecessors in interest by the Department or Commissioner of Reclamation of the State of Idaho for the development of power or the power site or the

uncompleted works in connection with such permit, such permits, power sites and uncompleted works now owned by the Company including those described as follows, to wit:

Permit Property

(a) Storage Permit No. R273, approved June 28, 1921 by the Commissioner of Reclamation of the State of Idaho, to Idaho Power Company, for storage of 300,000 acre feet of the waters of Snake River and its tributaries at American Falls;

(b) Water Permit No. 15201, approved June 21, 1921 by the Commissioner of Reclamation of the State of Idaho, to Idaho Power Company, for 1200 second feet of the waters of American Falls Reservoir on Snake River;

(c) Water Permit No. 16635, approved January 18, 1927 by the Commissioner of Reclamation of the State of Idaho, to Idaho Power Company for 2,000 second feet of the waters of Snake River at American Falls, for which Certificate of Completion of Works was issued by said Commissioner on October 7, 1927;

(d) Water Permit No. 18132, approved July 2, 1935 by the Commissioner of Reclamation of the State of Idaho, to Idaho Power Company, for 5 second feet of the waters of unnamed springs near the Twin Falls, for which Certificate of Completion of Works adequate for diverting and carrying 1.5 second feet of water was issued by said Commissioner on June 13, 1936;

(e) Water Permit No. 10415, approved July 8, 1914 by the Commissioner of Reclamation of the State of Idaho, for 1,000 second feet of the waters of Clear Lake and its feeders, for which Certificate of Completion of Works adequate for diverting and conveying 526 second feet of water was issued by said Commissioner on June 1, 1927;

(f) Water Permit No. 17069, approved April 2, 1929 by the Commissioner of Reclamation of the State of Idaho, to Idaho Power Company, for 6,500 second feet of the waters of Snake River at Upper Salmon Falls;

(g) Water Permit No. 5577, approved December 18, 1909, by the State Engineer of the State of Idaho, to Andrews Light and Power Company, for 200 second feet of the waters of Lemhi River, for which Certificate of Completion of Works was issued by said State Engineer on November 19, 1910;

and the power sites and uncompleted works in connection with any of the aforesaid permits, and including all other such permits and the power site and the uncompleted works in connection with any such permit, and any other permit property of the Company as hereinafter in Section 2 of this Indenture defined.

Proviso for subjection of Permit Property

PROVIDED, HOWEVER, that if, as and when any such permit, power site or works in connection therewith lawfully may be subjected to the lien hereof under the laws of the State of Idaho without cancellation, forfeiture or impairment of any property or right of the Company, then any such permit, power site or works in connection therewith immediately hereinbefore described or hereafter acquired by the Company shall, as hereinafter provided, be subjected to the lien hereof as a part of the mortgaged and pledged property.

Habendum

TO HAVE AND TO HOLD all such properties, real, personal and mixed granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever.

Grant in Trust

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, for the benefit and security of those who shall hold the bonds and coupons issued and to be issued hereunder, or any of them, in accordance with the terms of this Indenture, without preference, priority or distinction as to lien of any of said bonds and coupons over any others thereof by reason of priority in the time of the issue or negotiation thereof, or otherwise howsoever, subject, however, to the provisions in reference to extended, transferred or pledged coupons and claims for interest hereinafter set forth; it being intended that the lien and security of all of said bonds and coupons of all series issued or to be issued hereunder shall take effect from the execution and delivery of this

Indenture, and that the lien and security of this Indenture shall take effect from the date of execution and delivery hereof as though all of the said bonds of all series were actually authenticated and delivered and issued upon such date.

Defeasance clause

PROVIDED, HOWEVER, and these presents are upon the condition that if the Company, its successors or assigns, shall pay or cause to be paid the principal of and interest on said bonds, together with the premium, if any, payable on such of said bonds as may have been called for redemption prior to maturity, or shall provide, as permitted hereby, for the payment thereof by depositing with the Corporate Trustee the entire amount due or to become due thereon for principal, interest and premium, if any, and if the Company shall also pay or cause to be paid all other sums payable hereunder by it, then this Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and effect.

Covenant clause

IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all such bonds and coupons are to be authenticated, delivered and issued, and that all property subject or to become subject hereto is to be held subject to the further covenants, conditions, uses and trusts hereinafter set forth, and the Company, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustees and their successor or successors in such trust, for the benefit of those who shall hold said bonds and interest coupons, or any of them, as follows:

ARTICLE I.

Definitions.

Explanatory statement

SECTION 1. The terms specified in the next succeeding six Sections hereof, numbered from 2 to 7, both inclusive, shall (except as herein otherwise expressly provided) for all purposes of this Indenture, and of any indenture supplemental hereto, have the meanings in such Sections specified.

"the Company",

SECTION 2. The term "the Company" shall mean the party of the first part hereto, IDAHO POWER COMPANY, and subject to the provisions of Article XV hereof, shall also include its successors and assigns.

"the Trustees",

The term "the Trustees" shall mean the parties of the second part hereto, Bankers Trust Company and R. G. Page, and, subject to the provisions of Article XVI hereof, shall also include their respective successors and assigns.

"the Corporate Trustee",

"the Individual Trustee",

The term "the Corporate Trustee" shall mean Bankers Trust Company, and, subject as aforesaid, shall also include its successors and assigns. The term "the Individual Trustee" shall mean R. G. Page, and, subject as aforesaid, shall also include his successors and assigns.

"the lien hereof",

"the lien of this Indenture",

The terms "the lien hereof" and "the lien of this Indenture" shall mean the lien created by these presents (including the after-acquired property clauses hereof) and the lien created by any subsequent conveyance or delivery to or pledge with the Trustees or either of them hereunder (whether made by the Company or any other corporation or any individual or co-partnership) effectively constituting any property a part of the security held by the Trustees or either of them upon the terms and trusts and subject to the covenants, conditions and uses specified in this Indenture.

"the mortgaged and pledged property"

The term "the mortgaged and pledged property" shall mean as of any particular time the property which at said time is covered or

intended to be covered by the lien of this Indenture whether such lien be created by these presents (including the after-acquired property clauses hereof) or by subsequent conveyance or delivery to or pledge with the Trustees hereunder or otherwise.

"permit property",

The term "permit property" shall mean as of any particular time each and every permit for the development of power issued by the department of reclamation of the State of Idaho to the Company or any of its predecessors in interest and then owned by the Company and any power site or uncompleted works then owned by the Company in connection with any such permit until the Company shall be able to subject the same to the lien hereof without cancellation, forfeiture or impairment of any property or right of the Company and shall subject the same to such lien as provided in Section 42 hereof.

"outstanding"

The term "outstanding" shall mean as of any particular time with respect to bonds issued or issuable under this Indenture all bonds which theretofore shall have been authenticated and delivered by the Corporate Trustee under this Indenture, except (*a*) bonds theretofore paid, retired, redeemed, discharged or canceled and/or for the purchase, payment and/or redemption of which money in the necessary amount shall have been deposited with or shall then be held by the Corporate Trustee with irrevocable direction so to apply the same; provided that, in the case of redemption, the notice required by Article X hereof shall have been given or have been provided for to the satisfaction of the Corporate Trustee, (*b*) bonds deposited with or held in pledge by the Corporate Trustee under any of the provisions of this Indenture, including any so held under any sinking or other fund, and (*c*) bonds authenticated and delivered hereunder, upon transfer of which or in exchange or substitution for and/or in lieu of which other bonds have been authenticated and delivered under any of the provisions of this Indenture.

"resolution"

SECTION 3. The term "resolution" shall mean a resolution certified by the Secretary or an Assistant Secretary of the Company to have been duly adopted by the Board of Directors of the Company.

The term "engineer" shall mean an individual or a copartnership or a corporation engaged in an engineering business or employed by the Company to pass upon engineering questions. "engineer",

The term "Treasurer's certificate" shall mean a certificate signed and verified by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company. "Treasurer's certificate",

The term "engineer's certificate" shall mean a certificate signed and verified by the President or a Vice-President of the Company and by an engineer (who may be an employee of the Company) appointed by the Board of Directors or Executive Committee of the Company and approved by the Corporate Trustee. "engineer's certificate",

The term "independent engineer's certificate" shall mean a certificate signed and verified by an engineer (who shall certify to the Corporate Trustee that the signer is not in the regular employ of the Company or an affiliate thereof) appointed by the Corporate Trustee and approved by the Board of Directors or Executive Committee of the Company. "independent engineer's certificate",

The term "opinion of counsel" shall mean an opinion in writing signed by counsel (who may be of counsel to the Company) appointed by the Board of Directors or Executive Committee of the Company and approved by the Corporate Trustee. "opinion of counsel"

The acceptance by the Corporate Trustee of a certificate, opinion or appraisal shall be sufficient evidence of its appointment or approval of the signer or signers within the meaning of this Indenture.

SECTION 4. The term "property additions" shall mean plants, lines, pipes, mains, cables, machinery, transmission lines, pipe lines, distribution systems, service systems and supply systems, vehicles, automobiles, property, real or personal, and improvements, extensions, additions, renewals or replacements acquired by the Company by purchase, consolidation, merger, donation or in any other way whatsoever, subsequent to September 30, 1937, or made or constructed subsequent to September 30, 1937, or in the process of construction or erection in "property additions"

so far as actually constructed or erected subsequent to September 30, 1937, and used or useful or to be used in or in connection with the business of generating, manufacturing, transporting, transmitting, distributing or supplying electricity or gas for light, heat, cold, power or other purposes; provided, however, that no bonds may be authenticated and delivered under any of the provisions of Article V hereof, nor may funded cash be withdrawn under any of the provisions of this Indenture on the basis of property additions, nor funded property released under any of the provisions of this Indenture on the basis of property additions, nor may property additions be used under the provisions of Section 38 or Section 39 hereof, except to the extent of the excess over $750,000 of the cost or fair value to the Company (whichever is less) of property additions (not then within the term funded property) acquired, made or constructed subsequent to September 30, 1937, as shall be shown in an engineer's certificate delivered to the Corporate Trustee; provided, further, that for the purposes of the payment required to be made on October 1, 1938, under the provisions of Section 39 hereof, $257,142.86 of the cost or fair value (whichever is less) of any property additions acquired, made or constructed subsequent to September 30, 1937, may be made the basis of a credit under said Section 39 and if so used, such property additions shall not be included in calculating the excess over $750,000 referred to above. The term "property additions" shall not, however, include (1) any shares of stock, bonds, evidences of indebtedness or other securities or contracts, leases or choses in action, or (2) except as herein otherwise specifically provided, going value, good will, franchises or governmental permits or licenses granted to or acquired by the Company, as such, separate and distinct from the property operated thereunder or in connection therewith or incident thereto, or (3) any goods, wares, merchandise, equipment, materials or supplies acquired for the purpose of sale or resale in the usual course of business or for the purpose of consumption in the operation of any of the properties of the Company, or (4) any permit property, or (5) any lands, leases, gas

rights, wells, gathering, tap or other pipe lines used principally and primarily for the production or gathering of natural gas, or (6) any property, the cost of acquiring, making or constructing which is charged to operating expenses.

When any property additions are certified to the Corporate Trustee in any certificate under any of the provisions of this Indenture as the basis either of the authentication and delivery of bonds or of the release of property or the withdrawal of cash or of a credit under Section 38 or Section 39 hereof, (A) there shall be deducted from the cost or fair value thereof, as the case may be, an amount equal to the cost (or as to property additions the fair value of which at the time the same became funded property was less than the cost as determined pursuant to this Section, then such fair value in lieu of cost) of all funded property previously retired (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 cost or fair value of property additions theretofore certified to the Corporate Trustee and (B) there shall be added to such cost or fair value, as the case may be, the sum of

(*a*) the principal amount of all obligations secured by purchase money mortgage and all cash (other than proceeds of such purchase money obligations) received by the Corporate Trustee or the trustee or other holder of any prior lien, in either case representing the proceeds of insurance on, or of the release or other disposition of, such funded property retired;

(*b*) the principal amount of any bond(s) or fraction(s) of a bond, the right to the authentication and delivery of which under the provisions of Section 26 or Section 29 hereof shall have been waived as the basis of the release of such funded property retired; and

(*c*) the cost or fair value to the Company (whichever is less) of any property additions which shall have been made the basis of the release of such funded property retired;

provided, however, that the aggregate of the amounts added under clause (B) above shall in no event exceed the amounts deducted under clause (A) above. For the purposes of the deductions required by this Section, the cost and/or the fair value of funded property retired shall be determined as follows: (1) in the case of property which was owned by Idaho Power Company on September 30, 1937, the cost and the fair value thereof shall be the cost as shown on the books of the Company or, if not so separately shown, the cost as estimated by the Company; and (2) in the case of property additions retired, the cost and the fair value thereof, respectively, shall be the cost and the fair value thereof respectively, to the Company, as shown by the engineer's certificate furnished to the Corporate Trustee at the time such property additions became funded property, or, if not so separately shown, shall be such portion of the cost and/or the fair value to the Company of property additions shown in such engineer's certificate as shall be allocated to such property additions retired in any engineer's certificate subsequently delivered to the Corporate Trustee.

"funded property"

SECTION 5. The term "funded property" shall mean:

(1) All property owned by Idaho Power Company on September 30, 1937;

(2) 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;

(3) All property additions to the extent that the same shall have been made the basis of the release of property from the lien of this Indenture, subject, however, to the provisions of Sections 59 and 61 hereof;

(4) All property additions to the extent that the same shall have been substituted for funded property, as defined in this Section, in the exercise by the Company of any right to apply the proceeds of insurance, released property or property taken by eminent domain to the acquisition of such substituted property without depositing such proceeds with the Corporate Trustee

hereunder or with the trustee or other holder of a prior lien as hereinafter defined;

(5) All property additions to the extent that the same shall have been made the basis of the withdrawal of any funded cash, as hereinafter defined, held by the Corporate Trustee hereunder or by the trustee or other holder of a prior lien as hereinafter defined;

(6) All property additions to the extent that the same shall have been made the basis of a credit under the provisions of Section 39 hereof; and

(7) All property additions to the extent that the same shall have been made the basis of a credit or of the withdrawal of cash under the provisions of Section 38 hereof.

In the event that in any certificate filed with the Corporate Trustee in connection with any of the transactions referred to in Clauses (2), (3), (5), (6) and (7) of this Section 5 only a percentage of the cost or fair value of the property additions described in such certificate shall be required for the purposes of such certificate, then only such percentage of such property additions shall be funded property.

All funded property that shall be retired on the books of the Company from plant account shall for the purpose of Section 4 hereof be deemed funded property retired and for other purposes of this Indenture shall thereupon cease to be funded property but may at any time thereafter again become funded property.

The term "funded cash" shall mean: "funded cash"

(*a*) Cash, held by the Corporate Trustee hereunder or by the trustee or other holder of a prior lien as hereinafter defined, to the extent that it represents the proceeds of insurance on or the release of or the taking by eminent domain of funded property;

(*b*) Cash held at any time in any sinking fund or other similar device for the retirement of bonds of one or more series issued hereunder; but when all bonds of such one or more series shall have ceased to be outstanding hereunder, such cash shall no longer be deemed to be or to have been funded cash; and

(*c*) Any cash deposited with the Corporate Trustee under Sections 30, 38, 39 and/or 46 hereof.

"excepted encumbrances"

SECTION 6. The term "excepted encumbrances" shall mean as of any particular time any of the following:

(*a*) liens for taxes, assessments or governmental charges for the then current year and taxes, assessments or governmental charges not then due and delinquent and liens for workmen's compensation awards and similar obligations not then due and delinquent;

(*b*) any liens, neither assumed by the Company nor on which it customarily pays interest, existing upon real estate or rights in or relating to real estate acquired by the Company for substation, transmission line, transportation line, distribution line or right of way purposes;

(*c*) rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license or permit, or by any provision of law, to terminate such right, power, franchise, grant, license or permit or to purchase or recapture or to designate a purchaser of any of the property of the Company;

(*d*) rights reserved to or vested in others to take or receive any part of the power developed or generated by any property of the Company;

(*e*) easements or reservations in any property of the Company for the purpose of roads, pipe lines, transmission lines, transportation lines and other like purposes and which, as shown by an engineer's certificate, do not prevent the use of such property for the purposes for which it is held by the Company;

(*f*) rights reserved to or vested in any municipality or public authority to use or control or regulate any property of the Company; or

(*g*) any obligations or duties, affecting the property of the Company, to any municipality or public authority with respect to any franchise, grant, license or permit.

"prior lien",

The term "prior lien" shall mean any mortgage or other lien (not included in the term excepted encumbrances as defined in this Section) prior to the lien of this Indenture, existing at any particular time upon any property additions (so long as such property additions remain subject to the lien hereof) then or theretofore made the basis under any of the provisions of this Indenture for the authentication and delivery of bonds or the withdrawal of cash or the release of property or the basis of a credit under the provisions of Section 38 or Section 39 hereof. The term "prior lien bonds" shall mean bonds, obligations or principal indebtedness secured by prior lien. The term "outstanding" with respect to prior lien bonds shall mean as of any particular time all prior lien bonds theretofore authenticated and delivered by the trustee or other holder of the prior lien securing the same and/or, if there be no such trustee or other holder, all prior lien bonds theretofore made and delivered by the maker (or his successor) of such prior lien and secured thereby and all other prior lien bonds otherwise secured except (*a*) prior lien bonds theretofore paid, retired, redeemed, discharged or cancelled, (*b*) prior lien bonds held in pledge hereunder, (*c*) prior lien bonds held by the trustee or other holder of a prior lien (under conditions such that no transfer of ownership or possession of such prior lien bonds by the trustee or other holder of such prior lien is permissible thereunder except upon a default thereunder or except to the Corporate Trustee hereunder to be held subject to the provisions of Article IX hereof or to the trustee or other holder of a prior lien for cancellation or to be held uncanceled under the terms of a prior lien under like conditions), (*d*) prior lien bonds for the purchase, payment or redemption of which moneys in the necessary amount shall have been deposited with or be held, with irrevocable direction so to apply, by the Corporate Trustee hereunder or by the trustee or other holder of a prior lien; provided that, in the case of redemption, the notice required therefor shall have been given or have been provided for to the satisfaction of the Corporate Trustee, and (*e*) prior lien bonds upon transfer of which or in exchange or substitution for and/or in lieu

"prior lien bonds",

"outstanding" (with respect to prior lien bonds)

of which other prior lien bonds have been authenticated and delivered or made and delivered under any of the provisions of the prior lien securing such prior lien bonds.

"net earnings certificate"

SECTION 7. The term "net earnings certificate" shall mean a certificate signed and verified by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company, stating

(A) the net earnings of the Company for a period of twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the first day of the month in which the application for the authentication and delivery under this Indenture of bonds then applied for is made,

specifying:

(1) its operating revenues and income, with the principal divisions thereof;

(2) its operating expenses, with the principal divisions thereof;

(3) its net revenues from operation (calculated by deducting such operating expenses from such operating revenues and income);

(4) its rental expenses for plants or systems not otherwise deducted from revenues and income of the Company in such certificate;

(5) the balance remaining after deducting such rental expenses from such net revenues from operation;

(6) its rental revenues from plants or systems not otherwise included in revenues and income of the Company in such certificate;

(7) its net non-operating revenues and income;

(8) the sum of the amounts required to be stated in such certificate by clauses (5), (6) and (7) of Paragraph (A) of this Section;

(9) the amount, if any, by which the aggregate of (a) its net non-operating revenues and income and (b) its net revenues

from operation (determined in the manner in this Section set forth) which, in the opinion of the signers, is directly derived from the operations of property (other than permit property and other than paving, grading and other improvements to, under or upon public highways, bridges, municipal parks or other public properties of analogous character) not subject to the lien of this Indenture at the date of such certificate, exceeds fifteen per centum (15%) of the sum required to be stated by clause (8) of Paragraph (A) of this Section;

(10) the net earnings of the Company for such period of twelve (12) consecutive calendar months (being the amount remaining after deducting the amount required to be stated by clause (9) of Paragraph (A) of this Section from the sum required to be stated by clause (8) of Paragraph (A) of this Section).

(B) the annual interest requirements upon:

(1) all bonds outstanding hereunder at the date of such certificate, except any for the refunding of which the bonds applied for are to be issued,

(2) those then applied for in pending applications, including the application in connection with which such certificate is made,

(3) all prior lien bonds which will be outstanding immediately after the authentication of the bonds then applied for in pending applications, including the application in connection with which such certificate is made, and

(4) the principal amount of all other indebtedness (except indebtedness for the purchase, payment or redemption of which moneys in the necessary amount shall have been deposited with or be held by the Corporate Trustee or the trustee or other holder of a lien prior hereto with irrevocable directions so to apply the same; provided that, in the case of redemption, the notice required therefor shall have been given or have been provided for to the satisfaction of the Corporate Trustee), outstanding in the hands of the public on the date of such certificate and secured by lien prior to the lien of this Indenture

upon property of the Company subject to the lien of this Indenture, if said indebtedness has been assumed by the Company or if the Company customarily pays the interest upon the principal thereof;

In calculating such net earnings, all the Company's expenses for taxes (other than income, profits and other taxes measured by, or dependent on, net income), assessments, rentals, insurance and expenses for current repairs and maintenance, shall be included in its operating expenses, or otherwise deducted from its revenues and income; provided, however, that no provisions for renewal, replacement, depreciation, depletion, retirement or amortization of property, nor expenses or provisions for interest on any of its indebtedness or for the amortization of debt discount and expense or for any sinking fund or other device for the retirement of any indebtedness, shall be required to be included in operating expenses to be deducted from, or shall be otherwise required to be deducted from, its revenues and income.

If any of the property of the Company owned by it at the time of the making of any net earnings certificate shall have been acquired during or after any period for which net earnings are to be computed, the net earnings of such property (computed in the manner in this Section provided for the computation of the net earnings of the Company) during such period or such part of such period as shall have preceded the acquisition thereof, to the extent that the same have not otherwise been included and unless such property shall have been acquired in exchange or substitution for property the earnings of which have been included, may, at the option of the Company, be included in the net earnings of the Company for all purposes of this Indenture.

ARTICLE II.

Form, Execution, Registration and Exchange of Bonds.

Series and form of bonds

SECTION 8. At the option of the Company, the bonds issued hereunder may be issued in one or more series, the bonds of each series

(other than the 3¾% Series due 1967, hereinafter in Section 19 described) maturing on such date or dates and bearing interest at such rate as the Board of Directors of the Company prior to the authentication thereof may determine. Subject to the provisions of Section 19 hereof as to the 3¾% Series due 1967, the form of each series of bonds issued hereunder and of the coupons to be attached to the coupon bonds of such series shall be established by resolution of the Board of Directors of the Company. The bonds and coupons of any one or more series may be expressed in one or more foreign languages, if also expressed in the English language. The English text shall govern the construction thereof and both or all texts shall constitute but a single obligation. The English text of the coupon bonds, coupons, fully registered bonds and the Corporate Trustee's certificate shall be respectively substantially of the tenor and purport above recited, provided, however, that the form of each series, as established by the Board of Directors, shall specify the descriptive title of the bonds (which shall contain the words "Mortgage Bond"), the designation of the series, the date of the coupon bonds of that series, the rate of interest to be borne by the bonds of that series, the coin or currency in which payable, the date or dates of maturity, the dates for the payment of interest, and a place for the payment of principal and interest. Subject to the provisions of Sections 19 and 20 hereof with respect to the 3¾% Series due 1967, any series of bonds may also contain such provisions not inconsistent with the provisions of this Indenture as the Board of Directors may, in its discretion, cause to be inserted therein:

One or more series may be expressed in one or more foreign languages

Form of each series shall specify the descriptive title, designation, date, rate of interest, dates of maturity, medium of payment, and place for payment of principal and interest

May also contain provisions for:

(a) Additional places for payment, registration and transfer

(*a*) specifying any additional place or places, either in the United States of America or, subject to the provisions of Section 18 hereof, elsewhere, for the payment of principal and/or interest and/or a place or places for the registration of bonds and/or the transfer of bonds;

(b) Reimbursement of taxes

(*b*) expressing any obligation of the Company for the payment of the principal of the bonds of that series or the interest thereon, or both, without deduction for taxes and/or for the reimbursement of taxes in case of payment by the bondholders,

it being agreed that such obligation may be limited to taxes imposed by any taxing authorities of a specified class and may exclude from its operation or be limited to any specified tax or taxes or any portion thereof; and/or expressing any obligation of the Company for the creation of a sinking fund or other analogous device for the bonds of that series, and/or expressing any obligation of the Company to permit the conversion of bonds of that series into capital stock of the Company or of any other corporation of any designated class or classes;

Sinking fund and conversion of bonds into stock

(c) Exchanges of bonds

(*c*) permitting the bondholders to make, at a specified place or places, any or all of the following exchanges, viz., exchanges of coupon bonds for fully registered bonds; exchanges of fully registered bonds for coupon bonds; exchanges of coupon bonds for coupon bonds of other authorized denominations; exchanges of fully registered bonds for fully registered bonds of other authorized denominations; and exchanges of bonds of one series for bonds of another series; and such privilege of exchange may in any case be made subject to such conditions, limitations or restrictions as the Board of Directors may determine and the privilege of exchange may in any case be conferred upon the holders of bonds of one or more denominations and withheld from the holders of bonds of other denominations of the same series and may in any case be conferred on the holders of fully registered bonds and withheld from the holders of coupon bonds or vice versa;

(d) Redemption

(*d*) reserving to the Company the right to redeem all or any part of the bonds of that series before maturity at a time or times and at a redemption price or prices to be specified in the form of bond; and/or

(e) Other terms and conditions

(*e*) in any other respect expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under this Indenture.

Kinds and denominations of bonds

SECTION 9. Any series of bonds may be executed, authenticated and delivered originally as coupon bonds and/or as fully registered bonds, of such denomination or denominations as the Board of Directors of the Company may from time to time authorize.

Dates of and interest on registered bonds

SECTION 10. Every fully registered bond shall be dated as of the date of authentication (except that if any fully registered bond of any series shall be authenticated upon any interest payment date for that series, it shall be dated as of the day following) and shall bear interest from the beginning of the current interest period for that series; provided, however, that if any fully registered bond shall be authenticated and delivered upon a transfer of, or in exchange for, any bond or bonds upon which interest is in default, it shall be dated so that no gain or loss of interest shall result therefrom. The coupon bonds of each series of bonds issued hereunder shall be dated as of such date as may be determined by the Board of Directors of the Company and designated in the form established for such series.

Dates and designation of coupon bonds

Legends on bonds

SECTION 11. Any bond may have imprinted thereon or included therein any legend or legends required in order to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage, and the Board of Directors of the Company by resolution may at any time amend the form of any legend to be used on bonds then outstanding so as to comply with any such law, rule or regulation, or so as to conform to usage.

Surrender of bonds upon exchange

SECTION 12. In all cases in which the privilege of exchanging bonds exists and is exercised, the bonds to be exchanged shall be surrendered at such place or places as shall be designated by the Board of Directors or Executive Committee of the Company for the purpose, with all unmatured coupons appertaining thereto (in the case of coupon bonds) and the Corporate Trustee shall authenticate and the Company shall issue in exchange therefor the bond or bonds which the bondholder making the exchange shall be entitled to receive. All bonds so surrendered for exchange shall be in bearer form or if registered, accompanied by a written instrument or instruments of transfer in form approved by the Company duly executed by the registered holder or his duly author-

Authentication and issuance of new bonds

Cancellation and cremation of surrendered bonds

ized attorney. All bonds so surrendered for exchange and the unmatured coupons appertaining thereto shall be canceled by the Corporate Trustee and upon the request of the Company may be cremated by the Corporate Trustee and a certificate evidencing the cremation thereof delivered to the Company.

Charges for exchanges and transfers of bonds

Upon every transfer of bonds as permitted by the next succeeding Section, and upon every exchange of bonds, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge required to be paid by the Company and in addition may charge a sum not exceeding two dollars ($2) for each bond issued upon any such transfer or exchange which shall be paid by the party requesting such transfer or exchange as a condition precedent to the exercise of the privilege of making such transfer or exchange. The Company shall not be required to make transfers or exchanges of bonds of any series for a period of ten (10) days next preceding any interest payment date of said series.

Registration and transfer books

SECTION 13. The Company shall keep, at such place or places as shall be designated for the purpose, books for the registration and transfer of bonds issued hereunder, which, at all reasonable times, shall be open for inspection by the Corporate Trustee; and upon presentation for such purpose at any such place or places, the Company will register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it may prescribe, any bonds issued under this Indenture and entitled to registration or transfer at such office. Upon the registration of any coupon bond as to principal, the fact of such registration shall be noted on such bond.

Registration of coupon bonds

Transfer of fully registered bonds

Upon the transfer of any fully registered bond, the Corporate Trustee shall authenticate and the Company shall issue in the name of the transferee or transferees a new fully registered bond or new fully registered bonds of the same series for a like principal amount. All fully registered bonds so surrendered for transfer shall be canceled by the Corporate Trustee and delivered to the Company.

Cancellation of registered bonds

Execution of bonds

SECTION 14. All bonds issued hereunder shall, from time to time, be executed on behalf of the Company by its President or one of its Vice-Presidents and its corporate seal shall be thereunto affixed and attested by its Secretary or one of its Assistant Secretaries. The coupons to be attached to coupon bonds shall bear the facsimile signature of the present or any future Treasurer of the Company. In case any of the officers who shall have signed any bonds or attested the seal thereon, or whose facsimile signature appears on any coupons, shall cease to be such officers of the Company before the bonds so signed and/or sealed shall have been actually authenticated and delivered by the Corporate Trustee or issued by the Company, such bonds nevertheless may be authenticated, delivered and/or issued with the same force and effect as though the person or persons who signed such bonds and/or attested the seal thereon and/or whose facsimile signature appears on any coupons had not ceased to be such officer or officers of the Company. Before authenticating any coupon bonds, the Corporate Trustee shall cut off, cancel and cremate all matured coupons thereto attached, and shall deliver to the Company a certificate evidencing the cremation thereof.

Execution by former officer

Matured coupons to be detached before authentication of bonds

Temporary bonds: May be issued

SECTION 15. There may be authenticated and delivered and issued from time to time in lieu of (or in exchange for) any definitive bond or bonds authenticated under this Indenture one or more temporary typewritten, printed, lithographed or engraved bonds substantially of the tenor of the bonds hereinbefore described, with or without one or more coupons, and with or without the privilege of registration as to principal only, or as to both principal and interest, and such temporary bond or bonds may be in such denomination or denominations as the Board of Directors of the Company may determine. Until a definitive bond or bonds secured hereby are issued in exchange therefor, each such temporary bond or bonds shall be entitled to the lien and benefit of this Indenture. Upon the exchange by the Company of definitive coupon bonds or definitive fully registered bonds for temporary bonds (which exchange the Company shall make on request of, and without charge to,

Are secured hereby

Exchangeable for definitive bonds

the holder, when definitive bonds are ready for delivery) such temporary bond or bonds and any unmatured coupons appertaining thereto shall be canceled by the Corporate Trustee and upon the request of the Company may be cremated by the Corporate Trustee and a certificate evidencing such cremation delivered to the Company. When and as interest is paid upon any unregistered temporary bond without coupons, the fact of such payment shall be noted thereon and interest due on any temporary bond which is represented by a coupon shall be paid only upon presentation and surrender of such coupon for cancellation. Temporary bonds without coupons of any series shall bear interest from the beginning of the current interest period for bonds of that series in which such temporary bonds without coupons shall be authenticated. The holder of one or more temporary bonds may exchange the same on the surrender thereof, for cancellation, in bearer form or, if registered, accompanied by a written instrument or instruments of transfer in form approved by the Company, duly executed by the registered holder or by his duly authorized attorney, with all unmatured coupons, if any, appertaining thereto, at the office or agency of the Company, and shall be entitled to receive a temporary bond or bonds of the same series of like aggregate principal amount of such other denominations as the Board of Directors of the Company may determine to issue in exchange.

Cancellation

Payment of interest on temporary bonds

Exchangeability of temporary bonds

Replacement of lost, destroyed or mutilated bonds

Indemnity and charges

SECTION 16. Upon receipt by the Company and the Corporate Trustee of evidence satisfactory to them, of the loss, destruction or mutilation of any bond outstanding hereunder and the coupons appertaining thereto, and of indemnity satisfactory to them, and upon payment, if the Company shall require it, of a reasonable charge and upon reimbursement to the Company and the Corporate Trustee of all reasonable expense incident thereto, and upon surrender and cancellation of such bond, if mutilated, and the coupons appertaining thereto, if any, the Company may execute, and the Corporate Trustee may authenticate and deliver, a new bond of like tenor and of the same series, in

lien of such lost, destroyed or mutilated bond. The Corporate Trustee shall not be liable to anyone by reason of anything done or omitted to be done by it in good faith under the provisions of this Section. Exculpation of Trustee

SECTION 17. No bond shall be secured hereby unless there shall be endorsed thereon the certificate of the Corporate Trustee, substantially in the form hereinbefore recited, that it is one of the bonds (or temporary bonds) of the series therein designated, herein described or provided for; and such certificate on any such bond shall be conclusive evidence that such bond has been duly authenticated and delivered and when issued will be secured hereby. Trustee's certificate

SECTION 18. The Company may provide for effecting the payment of principal of and/or interest on bonds of any series at one or more places in foreign countries, provided that such payment shall be only the stated amount of such principal and/or interest in such coin or currency of the United States of America as at the time of payment is legal tender for public or private debts, or the equivalent thereof in the appropriate local foreign currency at the buying rate at the time of such payment at such place or places for sight drafts on New York. Bonds payable in foreign countries

SECTION 19. Notwithstanding any other provisions hereof, there shall be a series of bonds designated "3¾% Series due 1967" (herein sometimes referred to as the "1967 Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of the appurtenant coupons, which shall be established by resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the 1967 Series shall mature on October 1, 1967, and shall be issued as coupon bonds in the denomination of One thousand dollars, registerable as to principal, and as fully registered bonds in denominations of One thousand dollars and Ten thousand dollars and, at the option of the Company, in any multiple or multiples of Ten thousand dollars; they shall bear interest at the rate of three and three- "3¾% Series due 1967" Date of maturity Forms and denominations Interest rate

quarters per centum (3¾%) per annum, payable semi-annually on April 1 and October 1 of each year; the principal of and interest on each said bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment shall be legal tender for public and private debts. Coupon bonds of the 1967 Series shall be dated as of October 1, 1937, and fully registered bonds of the 1967 Series shall be dated as in Section 10 hereof provided. Bonds of the 1967 Series shall be redeemable at the option of the Company in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 hereof, at least once in each of four (4) successive calendar weeks upon any secular day of each such calendar week, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the principal amounts thereof and accrued interest to such date of redemption together with premiums as follows:

Date of Issue

Redemption

Schedule of premiums on redemption of bonds

5% of the principal amount of bonds redeemed before October 1, 1941;

4½% of the principal amount of bonds redeemed on or after October 1, 1941, and before October 1, 1945;

4% of the principal amount of bonds redeemed on or after October 1, 1945, and before October 1, 1949;

3½% of the principal amount of bonds redeemed on or after October 1, 1949, and before October 1, 1951;

3% of the principal amount of bonds redeemed on or after October 1, 1951, and before October 1, 1953;

2½% of the principal amount of bonds redeemed on or after October 1, 1953, and before October 1, 1955;

2% of the principal amount of bonds redeemed on or after October 1, 1955, and before October 1, 1957;

1½% of the principal amount of bonds redeemed on or after October 1, 1957, and before October 1, 1959;

1% of the principal amount of bonds redeemed on or after October 1, 1959, and before October 1, 1961;

½% of the principal amount of bonds redeemed on or after October 1, 1961, and before October 1, 1963;

Without premium if redeemed on or after October 1, 1963 and prior to maturity;

or, in case of redemption by the application of cash deposited with the Corporate Trustee pursuant to Section 39 hereof and provided that the date fixed for such redemption shall not be earlier than January 1 of the year in which such deposit of cash shall finally become due, with premiums as follows:

Schedule of premiums on redemption of bonds with Sinking and Improvement Funds pursuant to Section 39.

2½% of the principal amount of bonds redeemed before October 1, 1941;

2¼% of the principal amount of bonds redeemed on or after October 1, 1941, and before October 1, 1945;

2% of the principal amount of bonds redeemed on or after October 1, 1945, and before October 1, 1949;

1¾% of the principal amount of bonds redeemed on or after October 1, 1949, and before October 1, 1951;

1½% of the principal amount of bonds redeemed on or after October 1, 1951, and before October 1, 1953;

1¼% of the principal amount of bonds redeemed on or after October 1, 1953, and before October 1, 1955;

1% of the principal amount of bonds redeemed on or after October 1, 1955, and before October 1, 1957;

¾% of the principal amount of bonds redeemed on or after October 1, 1957, and before October 1, 1959;

½% of the principal amount of bonds redeemed on or after October 1, 1959, and before October 1, 1961;

¼% of the principal amount of bonds redeemed on or after October 1, 1961, and before October 1, 1963;

Without premium if redeemed on or after October 1, 1963 and prior to maturity.

Exchangeability of 1967 Series

SECTION 20. At the option of the holder, any coupon bonds of the 1967 Series upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like

aggregate principal amount of fully registered bonds of the same series of authorized denominations; all such coupon bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer in form approved by the Company duly executed by the registered owner or by his duly authorized attorney. At the option of the registered owner, any fully registered bonds of the 1967 Series, upon surrender thereof, for cancellation, at said office or agency of the Company together with a written instrument of transfer in form approved by the Company duly executed by the registered owner or by his duly authorized attorney, shall be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations. The bonds of the 1967 Series may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

Legends on bonds of 1967 Series

Registration of coupon bonds of 1967 Series

The holder of any coupon bond of the 1967 Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such bond. After such registration no transfer of such bond shall be valid unless made at said office or agency by the registered holder in person or by his duly authorized attorney and similarly noted on such bond; but the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the 1967 Series shall also be transferable at said office or agency of the Company.

ARTICLE III.

Initial Issue of Bonds.

$18,000,000 of bonds issuable forthwith

SECTION 21. Bonds of the 1967 Series for the aggregate principal amount of Eighteen Million Dollars ($18,000,000) shall forthwith be executed by the Company and delivered to the Corporate Trustee and shall be authenticated by the Corporate Trustee, and delivered (whether before or after the filing or recording hereof) from time to time, in accordance with the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers.

ARTICLE IV.

General Provisions as to Issue of Bonds.

Maximum amount of Bonds to be secured hereby $100,000,000 subject to amendment

SECTION 22. The aggregate principal amount of bonds which may be secured by this Indenture, to wit, the maximum amount of the obligations to be secured hereby, shall be One Hundred Million Dollars ($100,000,000) and the parties to such obligations shall be the Company, the Trustees hereunder (to the extent and as provided in this Indenture) and the respective owners of the bonds and coupons issued or to be issued hereunder; provided, however, that the foregoing limitation shall not be construed to prevent the making of further agreements by indentures supplemental hereto, pursuant to the provisions of Section 121 hereof, so that the maximum amount of the obligations to be secured by this Indenture as amended, after the making and recording of any such supplemental indenture, shall be the amount specified in the last such supplemental indenture.

Company free to determine price, etc. for bonds

Nothing in this Indenture contained shall limit the power of the Board of Directors or Executive Committee of the Company to fix the price at which the bonds authenticated and delivered under any of the provisions of this Indenture may be issued, exchanged, sold or disposed

of, but any or all of said bonds may be issued, exchanged, sold or disposed of upon such terms and for such considerations as the Board of Directors or Executive Committee of the Company may deem fit.

ARTICLE V.

Issuance of Bonds Upon the Basis of Property Additions.

Bonds issuable on basis of property additions

SECTION 23. Bonds in addition to those provided for in Article III hereof and of any one or more series may, subject to the provisions of Sections 22 and 121 hereof, from time to time be executed by the Company and delivered to the Corporate Trustee, and shall be authenticated by the Corporate Trustee and delivered from time to time in accordance with the written order or orders of the Company signed by its President or a Vice President and its Treasurer or an Assistant Treasurer upon the basis of property additions, but only in accordance with and subject to the conditions, provisions and limitations set forth in the next succeeding five Sections of this Indenture, numbered from 24 to 28, both inclusive.

No bonds issuable on basis of funded property

SECTION 24. No bonds shall be authenticated and delivered at any time under the provisions of this Article V, upon the basis of funded property.

Bonds issuable to 70% of cost or fair value of property additions

SECTION 25. Bonds of any one or more series may be authenticated and delivered under the provisions of this Article V upon the basis of property additions for a principal amount not exceeding seventy per centum (70%) of the balance of the cost or of the fair value thereof to the Company (whichever shall be less) after making any deductions and any additions required by Section 4 hereof. The cost of any such property additions shall be deemed to be the sum of (1) any cash forming a part of such cost, (2) an amount equivalent to the fair market value in cash (as of the date of delivery) of any securities delivered in payment therefor or for the acquisition thereof and (3)

Cost—how determined

the principal amount of any prior lien bonds secured by prior lien upon such property additions outstanding at the time of their acquisition, unless the engineer's certificate hereinafter in subdivision (3) of Section 28 hereof provided for shall state that the principal amount of such prior lien bonds has theretofore been deducted when other property additions subject to such prior lien shall have been made the basis under any of the provisions of this Indenture for the authentication and delivery of bonds or the withdrawal of cash or the release of property or the basis of a credit under the provisions of Section 38 or Section 39 hereof. The amount of the cost of any property additions and the fair value thereof to the Company and the fair market value in cash of any securities so issued and delivered in payment therefor and the amount of any deductions and any additions required to be made by Section 4 hereof shall be determined for the purposes of this Article V by the appropriate certificates provided for in Sec tion 28 hereof.

Prior liens on property additions deducted from principal amount of bonds otherwise issuable

SECTION 26. In all cases in which it shall appear, from the certificates hereinafter in Section 28 hereof provided for, that property additions proposed to be made the basis for the authentication and delivery of bonds under the provisions of this Article V are subject to prior lien, the principal amount of the then outstanding prior lien bonds secured by prior lien thereon shall be deducted from the principal amount of bonds which might otherwise be authenticated pursuant to the provisions of Section 25 hereof, unless such certificates shall also state that the principal amount of such outstanding prior lien bonds has theretofore been deducted when other property additions subject to such prior lien have theretofore been made the basis under any of the provisions of this Indenture of the authentication and delivery of bonds or the withdrawal of cash or the release of property or the basis of a credit under the provisions of Section 38 or Section 39 hereof.

Refunding prior lien bonds

If, at any time after the principal amount of any outstanding prior lien bonds shall have been deducted in accordance with the provisions

of this Section from the principal amount of bonds which might otherwise be authenticated and delivered hereunder, or after the principal amount of any outstanding prior lien bonds shall have been deducted in accordance with any provisions of this Indenture in connection with the withdrawal of cash or the release of property or the taking of a credit under the provisions of Section 38 or Section 39 hereof, the Company shall either

(*a*) deposit with the Corporate Trustee any such prior lien bonds to be held and dealt with by the Corporate Trustee in the manner and subject to the conditions and provisions set forth in Article IX hereof, or,

(*b*) file with the Corporate Trustee a Treasurer's certificate to the effect that the principal amount of such outstanding prior lien bonds, (1) has been reduced, or concurrently with the action requested will be reduced, by payment, or by the irrevocable deposit with the trustee or other holder of the prior lien securing the same, of moneys in the necessary amount for the purchase, payment or redemption thereof, or otherwise reduced, and that such reduction has not been, and will not be, effected by the use, by the trustee or other holder of such prior lien, of the proceeds (including any substitutes therefor) of, or insurance on, or of the release of, or of the taking by eminent domain of, funded property; provided that, in the case of redemption, the notice required therefor shall have been given or have been provided for to the satisfaction of the Corporate Trustee, or (2) has been ascertained by judicial determination or otherwise to be in whole or in part invalid, and specifying the amount of reduction or the extent of the invalidity, as the case may be, supported by an opinion of counsel.

then, and in either such case, the Company shall be entitled to the authentication and delivery of further bonds to a principal amount equivalent to the principal amount of the prior lien bonds so deposited with the Corporate Trustee, or (as the case may be) equivalent to the amount by which the principal amount of such prior lien bonds shall be certified to have been and/or to be reduced or to have been ascertained

to be invalid, but not exceeding in the aggregate a principal amount equivalent to the aggregate principal amount of prior lien bonds deducted as aforesaid.

No bonds shall be authenticated and delivered under the provisions of this Section by reason of the deposit of any prior lien bonds or the payment, reduction or ascertainment of invalidity thereof if such deposit or payment, reduction or ascertainment of invalidity shall theretofore have been used as a basis, under any of the provisions of this Indenture, of the authentication and delivery of bonds or the withdrawal of funded cash or the release of funded property or the basis of a credit under the provisions of Section 38 or Section 39 hereof, or by reason of the deposit of any prior lien bonds with respect to which deposit the Company shall have certified that it elects not to have any bonds authenticated hereunder on the basis thereof, or by reason of the deposit of any prior lien bonds with the Corporate Trustee under the provisions of Section 46 hereof. Notwithstanding any other provisions herein contained, it shall not be necessary to comply with the provisions of Section 27 hereof or to furnish any net earnings certificate in connection with the authentication and delivery of bonds under the foregoing provisions of this Section.

Bonds issuable on property subject to prior lien limited to 15% of all bonds

No bonds shall be authenticated and delivered under the provisions of this Article V nor funded cash be withdrawn nor funded property be released under any of the provisions of this Indenture nor credit taken under the provisions of Section 38 or Section 39 hereof upon the basis of any property additions subject to prior lien unless it shall be stated in an engineer's certificate accompanying the application that

(*a*) the principal amount of all bonds theretofore authenticated and delivered by the Corporate Trustee (including any bonds for the authentication and delivery of which application is then made) under the provisions of this Article V upon the basis of such property additions subject to prior lien as shall have continued to be subject to prior lien,

(*b*) the total amount of funded cash deposited with the Corporate Trustee under the provisions of Section 30 hereof and theretofore withdrawn (including any such funded cash for the withdrawal of which application is then made) under any of the provisions of this Indenture upon such basis,

(*c*) seventy per centum (70%) of all funded cash (other than funded cash representing the proceeds of insurance on, or of the release or other disposition of, such property additions subject to prior lien as shall have continued to be subject to prior lien) deposited with the Corporate Trustee under any of the provisions of this Indenture (other than the provisions of Section 30 hereof) and theretofore withdrawn (including any such funded cash for the withdrawal of which application is then made) under any of the provisions of this Indenture upon such basis, and

(*d*) seventy per centum (70%) of the cost or of the fair value to the Company (whichever is less) at the time of the release hereinafter in this clause (*d*) mentioned of such property additions subject to prior lien as shall have continued to be subject to prior lien, used as a basis for the release from the lien of this Indenture of funded property (other than funded property subject to prior lien) or the basis of a credit under the provisions of Section 38 or Section 39 hereof,

do not in the aggregate exceed fifteen per centum (15%) of the aggregate principal amount of all bonds authenticated and delivered under this Indenture to the date of such application, including those applied for (except bonds authenticated and delivered hereunder upon transfer of which or in exchange or substitution for and/or in lieu of which other bonds have been authenticated and delivered under any of the provisions of this Indenture).

Issuance on property additions prohibited unless prior lien less than 50%

No bonds shall be authenticated and delivered under the provisions of this Article V, nor funded cash be withdrawn nor funded property be released under any of the provisions of this Indenture nor credit taken under the provisions of Section 38 or Section 39 hereof upon the basis of any property additions subject to prior lien in any case unless

(a) it shall be stated in an engineer's certificate accompanying the application that the aggregate principal amount of outstanding prior lien bonds secured by prior lien on such property additions does not exceed in principal amount fifty per centum (50%) of the cost (which shall be computed as in Section 25 hereof provided) or of the then fair value to the Company (whichever shall be less) of the property additions subject to such prior lien or (b) such certificate shall show that the principal amount of such outstanding prior lien bonds has theretofore been deducted when other property additions subject to prior lien shall have theretofore been made the basis under any of the provisions of this Indenture for the authentication and delivery of bonds or the withdrawal of cash or the release of property under any of the provisions of this Indenture or the basis of a credit under the provisions of Section 38 or Section 39 hereof.

The Corporate Trustee shall assume that any property additions subject to prior lien which shall have formed the basis, under any of the provisions of this Indenture, for the authentication and delivery of bonds or the withdrawal of funded cash or the release of funded property or the basis of a credit under the provisions of Section 38 or Section 39 hereof have continued to be subject to prior lien until the Corporate Trustee shall have received a Treasurer's certificate (accompanied by a concurring opinion of counsel) to the contrary.

If at any time and from time to time, by reason either of the discharge of any prior lien or an increase in the aggregate amount of bonds authenticated and delivered under this Indenture, there shall be a change in the aggregate principal amount of bonds which may be authenticated and delivered within the limitations prescribed by this Section, then any bonds, which before such change were not permitted to have been authenticated and delivered by reason of such limitations, may be authenticated and delivered subject to such limitations as fixed by such change.

No bonds shall be authenticated and delivered under the provisions of this Section unless the Corporate Trustee at the time of the

application for such authentication and delivery shall receive a resolution, certificate and opinion of counsel such as are described in subdivisions (1), (2) and (8) of Section 28 hereof, together with the officially authenticated certificates or other documents, if any, specified in such opinion of counsel, and, in case the bonds are to be authenticated and delivered under the provisions of the next preceding paragraph of this Section by reason of an increase in the aggregate principal amount of bonds authenticated and delivered under this Indenture having increased the aggregate principal amount of bonds which may be authenticated and delivered within the limitations prescribed by this Section, a net earnings certificate showing the net earnings of the Company to be as required by Section 27 hereof.

Net earnings requirements for issues

SECTION 27. No bonds shall be authenticated and delivered upon the basis of property additions unless, as shown by a net earnings certificate, the net earnings of the Company for the period therein referred to shall have been in the aggregate at least equivalent to twice the annual interest requirements as shall be specified, pursuant to the provisions of Subdivision (B) of Section 7 hereof, in such net earnings certificate.

Bond application papers for issues on property additions

SECTION 28. No bonds shall be authenticated or delivered hereunder by the Corporate Trustee upon the basis of property additions, until the Corporate Trustee shall have received:

(1) Resolution

(1) a resolution requesting the Corporate Trustee to authenticate and deliver bonds, (*a*) specifying the principal amount of bonds called for, the series thereof and any other matters with respect thereto required by this Indenture, and (*b*) specifying the officer or officers of the Company to whom, or upon whose written order, such bonds shall be delivered;

(2) Treasurer's certificate

(2) a Treasurer's certificate stating that the Company is not to the knowledge of the signers in default under any of the provisions of this Indenture;

(3) Engineer's certificate

(3) an engineer's certificate made and dated not more than ninety (90) days prior to the date of such application, describing the property additions made the basis of the application in reasonable detail and stating that they are property additions as defined in Section 4 hereof, that such property additions are desirable for use in the proper conduct of the Company's business, and that such property additions, to the extent of the cost or fair value thereof to the Company (whichever is less) made the basis of the application, do not consist of funded property; stating, except as to property additions acquired, made or constructed wholly through the delivery of securities, that the amount of cash forming all or part of the cost thereof was equal to or more than an amount to be stated therein; briefly describing, with respect to any property additions acquired, made or constructed in whole or in part through the delivery of securities, the securities so delivered and stating the date of such delivery; stating, except as to property additions in respect to the fair value to the Company of which a statement is to be made in an independent engineer's certificate as provided for in subdivision (4) of this Section, that the then fair value to the Company of such property additions is equal to or more than an amount therein to be stated; stating the amounts required to be deducted and added under the provisions of Section 4 hereof; specifying the nature and extent of any prior lien existing upon any of such property additions and the principal amount of all outstanding prior lien bonds secured thereby, and further stating whether or not the principal amount of such outstanding prior lien bonds has theretofore been deducted when other property additions subject to prior lien were made the basis under any of the provisions of this Indenture for the authentication and delivery of bonds or the withdrawal of cash or the release of property or the basis of a credit under the provisions of Section 38 or Section 39 hereof and, if so, when such deduction was made; and stating what part, if any, of such property additions includes property which has been used or operated in the public utility business by others than the Company and, if any such property additions include property subject to any easements or reservations for the purpose of roads, pipe lines, transmis-

sion lines, transportation lines or other like purposes, that any such easements or reservations do not prevent the use of such property for the purposes for which it is held by the Company. If any such property additions have been used or operated in the public utility business by others than the Company, the amount of cash stated to be all or any part of the cost thereof may include the amount of cash forming part of the cost of any rights and intangible property simultaneously acquired with the same 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 rights and intangible property;

(4) Independent Engineer's certificate

(4) in case any property additions are shown by the engineer's certificate provided for in subdivision (3) above to include property which has been used or operated in the public utility business by others than the Company and such certificate shows the cost or the then fair value to the Company, whichever is less, to be in excess of one per centum (1%) of the bonds at the time outstanding hereunder, a further and independent engineer's certificate stating as to such property additions which have been so used or operated and (at the option of the Company) as to any other property additions included in the engineer's certificate provided for in subdivision (3) of this Section that the then aggregate fair value thereof to the Company in the opinion of the signer is equal to or more than an amount to be stated therein, together with the signer's report thereon which shall contain a brief statement of the conditions governing the signer's determination of such fair value and a brief statement of the condition, serviceability and location of such property additions;

(5) Appraisal of securities

(5) in case any property additions are shown by the engineer's certificate provided for in subdivision (3) above to have been acquired, made or constructed in whole or in part through the delivery of securities, a written appraisal of an appraiser or other competent person, firm or corporation (who shall certify to the Corporate Trustee that the signer is not in the regular employ of the Company or any affiliate thereof) to be selected

by the Corporate Trustee and approved by the Board of Directors or Executive Committee of the Company, stating in the opinion of the signer the fair market value in cash of such securities at the time of delivery thereof in payment for or for the acquisition of such property additions. If any such property additions are shown by such engineer's certificate to include property which has been used or operated in the public utility business by others than the Company, the appraised value of the securities stated to have been delivered in payment therefor or for the acquisition thereof may include the value of any portion of the securities delivered for any rights and intangible property simultaneously acquired with the same, 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 rights and intangible property;

(6) Net earnings certificate

(6) a net earnings certificate showing the net earnings of the Company to be as required by Section 27 hereof;

(7) Opinion of Counsel on lien, franchises and prior liens

(7) an opinion of counsel stating the signer's opinion to the effect:

(*a*) that (except as to paving, grading and other improvements to, under or upon public highways, bridges, municipal parks or other public property of analogous character) this Indenture is, or upon the delivery of the instruments of conveyance, assignment or transfer, if any, specified in said opinion, will be, a lien on all the property additions made the basis of such application, subject to no lien thereon prior to the lien of this Indenture, except prior liens and excepted encumbrances and, if any such property additions are located on any leasehold, that the Company has the right to remove the same prior to or upon the termination of such leasehold;

(*b*) that the Company has corporate authority and all necessary permission from governmental authorities to operate the property additions in respect of which such application is made; and

(*c*) that the general nature, extent and amount of prior liens, and the principal amount of the then outstanding prior

lien bonds secured thereby, if any, mentioned in the accompanying engineer's certificate, are correctly stated;

(8) Opinion of Counsel that issue will not cause a default and authorizations of issue

8. An opinion of counsel stating the signer's opinion to the effect that (a) the Company is not, and will not by reason of the issuance of the bonds the authentication and delivery of which are requested in such resolution be, in default under the provisions of Section 36 hereof and that (b) the issue of the bonds has been duly authorized by the Company and by any and all governmental authorities the consent of which is requisite to the legal issue of such bonds, specifying any officially authenticated certificates, or other documents, by which such consent is or may be evidenced, or that no consent of any governmental authorities is requisite;

(9) Instruments of conveyances

(9) the instruments of conveyances, assignment and transfer, if any, specified in the opinion of counsel provided for in subdivision (7) above; and

(10) Evidences of authorizations of issue

(10) the officially authenticated certificates, or other documents, if any, specified in the opinion of counsel provided for in subdivision (8) above.

If, in order to render the opinion of counsel provided for in subdivision (7) or subdivision (8) above, the signer thereof shall deem it necessary that additional facts or matters be stated in the engineer's certificate provided for in subdivision (3) above, then in such event the engineer's certificate may state all such additional facts or matters as the signer of such opinion may request.

In all cases counsel and the Trustees shall be fully protected in relying upon any and all facts or matters stated in the engineer's certificate.

ARTICLE VI.

Issuance of Bonds Upon Retirement of Bonds Previously Outstanding Hereunder.

Bond application papers for issues in refunding retired bonds

SECTION 29. The Corporate Trustee shall from time to time upon the written request of the Company signed by its President or a Vice President and its Treasurer or an Assistant Treasurer authenticate and deliver bonds hereunder of a principal amount equal to the principal amount of any bonds theretofore authenticated and delivered under this Indenture (and not theretofore made the basis under any of the provisions of this Indenture for the authentication and delivery of bonds or the withdrawal of funded cash or the release of funded property or the basis of a credit under the provisions of Section 38 or Section 39 hereof) that shall have been paid, retired, redeemed or cancelled or surrendered to the Corporate Trustee for cancellation or for the purchase, retirement, payment or redemption of which moneys in the necessary amount shall have been deposited with or shall then be held by the Corporate Trustee with irrevocable direction so to apply the same (provided that, in the case of the payment, retirement or redemption of bonds, such bonds shall have been paid, retired or redeemed otherwise than with funded cash, and, in the case of redemption, the notice required therefor shall have been given or have been provided for to the satisfaction of the Corporate Trustee), but only after the Corporate Trustee shall have received:

(1) Resolution

(1) a resolution such as is described in subdivision (1) of Section 28 hereof;

(2) Treasurer's certificate

(2) a Treasurer's certificate stating (*a*) that the Company is not to the knowledge of the signers in default under any of the provisions of this Indenture; and (*b*) that bonds theretofore authenticated and delivered under this Indenture of a specified principal amount (not less than the principal amount of bonds for which such request for authentication and delivery is made under this Section) have been paid, retired, redeemed or can-

celed or concurrently with the authentication and delivery of the bonds requested will be surrendered to the Corporate Trustee for cancellation (otherwise than upon exchanges or transfers of bonds) and/or that moneys in the necessary amount for the purchase, retirement, payment or redemption thereof are then held by or will be deposited with the Corporate Trustee (with irrevocable direction so to apply the same; provided that, in the case of redemption, the notice required by Article X hereof shall have been given or have been provided for to the satisfaction of the Corporate Trustee), prior to or concurrently with the authentication and delivery of the bonds so requested and further stating that no part of such principal amount of bonds has been theretofore made the basis under any of the provisions of this Indenture for the authentication and delivery of bonds or the withdrawal of funded cash or the release of funded property or the basis of a credit under the provisions of Section 38 or Section 39 hereof and that none of such bonds has been retired by the use of funded cash, and further stating the aggregate principal amount of all such bonds canceled or so to be surrendered for cancellation that have not theretofore been issued by the Company and the interest rate borne by each thereof not so issued; and

(3) Opinion of Counsel on authorizations of issue

(3) an opinion of counsel stating the signer's opinion to the effect that the issue of the bonds, the authentication and delivery of which are requested in such resolution, has been duly authorized by the Company and by any and all governmental authorities the consent of which is requisite to the legal issue of such bonds, specifying any officially authenticated certificates, or other documents, by which such consent is or may be evidenced, or that no consent of any governmental authorities is requisite; and

(4) Evidences of authorizations

(4) the officially authenticated certificates, or other documents, if any, specified in the opinion of counsel provided for in subdivision (3) of this Section.

Net earnings certificate in certain cases

In case a net earnings certificate, subsequent to payment, retirement, redemption, cancellation or surrender for cancellation of such

bonds or such deposit of money, shall have been delivered to the Corporate Trustee pursuant to any provision of this Indenture, in which the annual interest requirements on all such bonds shall not have been included, or in case the interest rate borne by any bonds theretofore authenticated by the Corporate Trustee but not issued by the Company (which are being so canceled or surrendered for cancellation) shall have been shown by the Treasurer's certificate provided for in subdivision (2) of this Section to be less than the interest rate to be borne by the bonds the authentication and delivery of which are applied for, or in case the bonds to be refunded mature by their terms at a date more than two years after the date for authentication and delivery of the bonds applied for and such bonds are to be refunded by bonds bearing a higher interest rate, the Corporate Trustee shall also receive a net earnings certificate, showing the net earnings of the Company to be as required by Section 27 hereof.

Any and all coupon bonds delivered to the Corporate Trustee pursuant to this Article shall have attached thereto all unmatured coupons appertaining thereto.

ARTICLE VII.

Issuance of Bonds Upon Deposit of Cash with Corporate Trustee.

Bond application papers for issues against deposited cash

SECTION 30. The Corporate Trustee shall from time to time upon the written request of the Company signed by its President or a Vice President and its Treasurer or an Assistant Treasurer authenticate and deliver bonds upon deposit with the Corporate Trustee by the Company of cash equal to the aggregate principal amount of the bonds so requested to be authenticated and delivered but only after the Corporate Trustee shall have received:

(1) Resolutions

(1) a resolution such as is described in subdivision (1) of Section 28 hereof;

(2) Treasurer's certificate

(2) a Treasurer's certificate stating that the Company is not to the knowledge of the signers in default under any of the provisions of this Indenture;

(3) Net earnings certificate

(3) a net earnings certificate showing the net earnings of the Company to be as required by Section 27 hereof in the case of the authentication and delivery of bonds upon the basis of property additions;

(4) Opinion of counsel on authorizations of issue

(4) an opinion of counsel stating the signer's opinion to the effect that the issue of the bonds, the authentication and delivery of which are requested in such resolution, has been duly authorized by the Company and by any and all governmental authorities the consent of which is requisite to the legal issue of such bonds, specifying any officially authenticated certificates, or other documents, by which such consent is or may be evidenced, or that no consent of any governmental authorities is requisite; and

(5) Evidences of authorizations of issue

(5) the officially authenticated certificates, or other documents, if any, specified in the opinion of counsel provided for in subdivision (4) of this Section 30.

Withdrawal of cash in lieu of issuance of bonds

SECTION 31. All cash deposited with the Corporate Trustee under the provisions of the next preceding Section hereof shall be held by the Corporate Trustee as a part of the mortgaged and pledged property, but whenever the Company shall become entitled to the authentication and delivery of bonds under any of the provisions of this Indenture (other than those contained in the next preceding Section) the Corporate Trustee, upon the application of the Company, evidenced by a resolution, shall pay over to the Company or upon its order, in lieu of each bond or fraction thereof to the authentication and delivery of which the Company shall then be so entitled, so much of such cash so deposited as shall be equal to the principal amount of each such bond or fraction thereof; such resolution shall be accompanied by the documents required by Section 28 or Section 29 hereof, as the case may be, except any resolution, certificate or opinion such as is described in subdivisions (1), (6) and (8) of Section 28 hereof or in subdivisions (1), (3) and (4) of Section 29 hereof.

Application of cash to purchase or redeem bonds

SECTION 32. If at any time the Company shall so direct, any sums deposited with the Corporate Trustee under the provisions of Section 30 hereof may be used or applied to the purchase or redemption of bonds in the manner and subject to the conditions provided in subdivisions (3) and (4) of Section 61 hereof; provided, however, that, except to the extent of any balance of cash resulting from the purchase of any bonds at less than the principal amount thereof, none of such cash shall be applied to the payment of more than the principal amount of any bonds so purchased or redeemed.

ARTICLE VIII.

Particular Covenants of the Company.

The Company hereby covenants as follows:

Possession; maintenance of lien; right to mortgage

SECTION 33. That it is lawfully possessed of all the aforesaid mortgaged and pledged property and of the permit property; that it will maintain and preserve the lien of this Indenture so long as any of the bonds issued hereunder are outstanding; and that it has good right and lawful authority to mortgage and pledge the mortgaged and pledged property, as provided in and by this Indenture.

Payment of principal and interest

Cancellation of coupons

SECTION 34. That it will duly and punctually pay the principal of and interest on all the bonds outstanding hereunder, according to the terms thereof. As the coupons appertaining to said bonds are paid they shall be canceled.

Office or agency for presentation of bonds, coupons, notices etc.

SECTION 35. That it will keep an office or agency, while any of the bonds issued hereunder are outstanding, at any and all places at which the principal of or interest on any of said bonds shall be payable, where notices, presentations and demands to or upon the Company in respect of such bonds or coupons as may be payable at such places or in respect of this Indenture may be given or made, and for the payment of the principal thereof and interest thereon. The Company will from

Failure to maintain such offices

time to time give the Corporate Trustee written notice of the location of such office or offices or agency or agencies, and in case the Company shall fail to maintain such office or offices or agency or agencies or to give the Corporate Trustee written notice of the location thereof, any such notice, presentation or demand in respect of said bonds or coupons or of this Indenture may be given or made, unless other provision is expressly made herein, to or upon the Corporate Trustee at its principal office in the Borough of Manhattan, The City of New York, and the Company hereby authorizes such presentation and demand to be made to and such notice to be served on the Corporate Trustee in either of such events and the principal of and interest on said bonds shall in such event be payable at said office of the Corporate Trustee.

Payment of taxes, etc.; discharge of lien

SECTION 36. That it will pay all taxes and assessments and other governmental charges lawfully levied or assessed upon the mortgaged and pledged property, or upon any part thereof or upon any income therefrom or upon the interest of the Corporate Trustee in the mortgaged and pledged property, before the same shall become delinquent, and will duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged and pledged property, and all covenants, terms and conditions upon or under which any of the mortgaged and pledged property is held; that it will not suffer any lien to be hereafter created upon the mortgaged and pledged property, or any part thereof, or the income therefrom, prior to the lien of these presents, other than excepted encumbrances, and, in the case of property hereafter acquired, vendors' liens, purchase money mortgages and any lien thereon at the time of the acquisition thereof; and within four months after the accruing of any lawful claims or demands for labor, materials, supplies or other objects, which if unpaid might by law be given precedence over the lien of this Indenture as a lien or charge upon any of the mortgaged and pledged property, or the income therefrom, it will pay or cause to be discharged or make adequate provision to satisfy or discharge the same; provided, how-

ever, that nothing in this Section contained shall require the Company to observe or conform to any requirement of governmental authority or to cause to be paid or discharged, or to make provision for, any such lien or charge, 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; and provided that such security for the payment of such lien, charge or tax the validity of which is so contested shall be given as the Corporate Trustee may require; and provided, further, that nothing in this Section contained shall require the Company to pay, discharge or make provision for any lien, charge or tax the validity of which shall not be so contested if such security for the payment of such lien, charge or tax shall be given as the Corporate Trustee may require; and that, save as aforesaid, it will not suffer any matter or thing whereby the lien hereof might or could be impaired; and that, in any event, it will not sell, assign, transfer or convey the permit property to any person, firm or corporation except to the Trustees or except to a successor to the Company contemporaneously acquiring by merger, consolidation, purchase or otherwise, all or substantially all of the other property of the Company; provided, however, that the Company may sell, exchange, dedicate or dispose of the permit property or any portion thereof upon complying with all the applicable provisions of Section 59 hereof as fully as if such permit property was then subject to the lien of this Indenture and was, to the extent owned by the Company on September 30, 1937, funded property.

Conveyance of permit property

SECTION 37. That it will keep all the mortgaged and pledged property insured against 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, by reputable insurance companies, any loss, except as to materials and supplies and except any loss less than Fifty thousand dollars ($50,000), to be made payable to the Corporate Trustee as its interest may appear, or to the trustee

Insurance on property

or other holder of any mortgage or other lien constituting a prior lien or a lien prior hereto, if the terms thereof require losses so to be made payable; or that it will, 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 or greater fire hazards or on which properties an equal or higher primary fire insurance rate has been set by reputable insurance companies, and that if it shall adopt such other method or plan, it will, except as to materials and supplies and except as to any particular loss less than Fifty thousand dollars ($50,000), pay to the Corporate Trustee on account of any loss sustained by reason of the destruction or damage of property by fire, an amount of cash equal to such loss less any amounts otherwise paid to the Corporate Trustee or to the trustee or other holder of any mortgage or other lien constituting a prior lien or a lien prior hereto, if the terms thereof require losses so to be paid. There shall be deposited with the Corporate Trustee, once in each year and also whenever the Corporate Trustee shall make request therefor, a detailed statement, signed by the Treasurer or an Assistant Treasurer of the Company, of any fire insurance policies then outstanding and in force upon the aforesaid property, or any part thereof, including the names of the insurance companies which have issued the policies and the amounts and expiration dates thereof, together with a detailed statement, signed by the Treasurer or an Assistant Treasurer of the Company, of such other method or plan, if any. The Corporate Trustee shall be under no obligation to make any such request unless requested so to do by the holders of not less than twenty-five per centum (25%) in principal amount of the bonds then outstanding hereunder.

Application of insurance proceeds

All moneys paid to the Corporate Trustee by the Company in accordance with this Section or received by the Corporate Trustee as proceeds of any insurance against loss or damage by fire shall, subject to the requirements of any mortgage constituting a prior lien or a lien

prior thereto, be held by the Corporate Trustee and, subject as aforesaid, shall be paid by it to the Company to reimburse the Company for an equal amount spent in the rebuilding or renewal of the property destroyed or damaged, upon receipt by the Corporate Trustee of a resolution requesting such reimbursement and a Treasurer's certificate stating the amount so expended and the nature of such renewal or rebuilding.

Any such money not so applied within eighteen (18) months after its receipt by the Corporate Trustee, or in respect of which notice in writing of intention to apply the same to the work of rebuilding or renewal then in progress and uncompleted shall not have been given to the Corporate Trustee by the Company within such eighteen (18) months, or which the Company shall at any time notify the Corporate Trustee is not to be so applied, shall thereafter be withdrawn, used or applied in the manner, to the extent and for the purposes and subject to the conditions provided in Section 61 hereof.

Maintenance and replacement of property—Engineer's certificate thereon

SECTION 38. That it will, within ninety (90) days after the close of the calendar year ending December 31, 1938, and within ninety (90) days after the close of each calendar year thereafter, file with the Corporate Trustee an engineer's certificate stating that, in the opinion of the signers, except for situations resulting from casualties which could not be met through a proper amount of ordinary maintenance work, the Company has made or caused to be made during such calendar year such expenditures for repairs, maintenance, renewals or replacements of, or substitutes for, the mortgaged and pledged property as were necessary to maintain the same as an operating system or systems in good repair, working order and condition, or stating that in the opinion of the signers there should be expended for such purposes (in addition to the expenditures made therefor in such calendar year) an amount to be designated by the signers, and the Company covenants that, if such certificate states that any amount therein designated should be expended for such purposes, it will, within thirty (30)

days after the filing of such certificate (unless a request for an independent engineer's certificate is made by the Corporate Trustee as hereinafter provided), deliver to the Corporate Trustee:

Treasurer's certificate

(1) a Treasurer's certificate stating:

(*a*) the total of all amounts expended for such purposes subsequent to the close of such calendar year;

and which may also state:

(*b*) an aggregate principal amount of any bond(s) or fraction(s) of a bond to the authentication and delivery of which the Company shall be entitled by virtue of compliance with all applicable provisions of this Indenture (except any earnings requirements or net earnings certificates) relating to such authentication and delivery but which have not been authenticated and delivered; and that the Company waives such right to the authentication and delivery of each such bond or fraction thereof and elects to make a waiver of such right the basis of a credit under this Section.

Deposit with Corporate Trustee of cash covering deficiency

(2) an amount in cash equal to the amount, if any, by which the amount designated in such engineer's certificate exceeds the total of all amounts expended for such purposes subsequent to the close of such calendar year as stated in the Treasurer's certificate referred to in subdivision (1) above; provided, however, that there shall be credited against the amount of cash deliverable to the Corporate Trustee pursuant to this subdivision (2) an amount equal to the amount of which the aggregate principal amount of bonds set forth in subdivision (b) of such Treasurer's certificate is seventy per centum (70%).

Independent Engineer's certificate thereon, if requested

The Corporate Trustee may, in its discretion, (but shall not be obligated so to do, unless requested in writing by the holders of at least twenty-five per centum (25%) in principal amount of bonds then outstanding hereunder and indemnified to its satisfaction) within thirty (30) days after the date of the filing of an engineer's certificate, as provided in this Section, notify the Company in writing, that an inde-

pendent engineer's certificate is desired respecting the matters covered by such engineer's certificate, and in that event the Company within sixty (60) days after the receipt of such written notice, shall file with the Corporate Trustee an independent engineer's certificate with respect to the matters covered by such engineer's certificate. If such independent engineer's certificate shall state that there has been expended a sufficient amount for such purposes or shall state that an amount equal to, or less than, the amount designated in the engineer's certificate filed by the Company with the Corporate Trustee should be expended for such purposes, it shall be final and binding upon the bondholders, the Company and the Corporate Trustee, and, within fifteen (15) days after the filing of such independent engineer's certificate, the Company shall deliver to the Corporate Trustee a Treasurer's certificate of the character specified in subdivision (1) above and an amount in cash equal to the amount, if any, by which the amount designated in such independent engineer's certificate exceeds the total of all amounts expended for such purposes subsequent to the close of such calendar year as stated in such Treasurer's certificate; provided, however, that there shall be credited against the amount of cash so deliverable to the Corporate Trustee an amount equal to the amount of which the aggregate principal amount of bonds set forth in subdivision (b) of such Treasurer's certificate is seventy per centum (70%).

Arbitration

If the amount stated in such independent engineer's certificate is greater than the amount designated in such engineer's certificate, and if the Company, within fifteen (15) days after the filing of such independent engineer's certificate, shall not deliver to the Corporate Trustee a Treasurer's certificate of the character specified in subdivision (1) above and an amount in cash equal to the amount, if any, by which the amount designated in such independent engineer's certificate exceeds the total of all amounts expended for such purposes subsequent to the close of such calendar year as stated in such Treasurer's certificate (after crediting against the amount of cash so deliverable to

the Corporate Trustee an amount equal to the amount of which the aggregate principal amount of bonds set forth in subdivision (b) of such Treasurer's certificate is seventy per centum (70%)), then and in that event the amount which should be expended for such purposes shall be forthwith referred to three disinterested and competent arbitrators selected in the following manner: The Corporate Trustee within ten (10) days after the expiration of the period of fifteen (15) days provided for above shall name one arbitrator and give notice of such selection to the Company. Within ten (10) days after the receipt of such notice, the Company shall name one arbitrator and give notice of such selection to the Corporate Trustee, and failure so to do shall entitle the Corporate Trustee to name the arbitrator to represent the Company. The two thus selected shall within ten (10) days after the appointment of the arbitrator representing the Company select a third arbitrator, but if the said arbitrators are unable within said ten (10) days to agree upon such third arbitrator, then upon the election of either the Company or the Corporate Trustee the person who is the District Judge of the United States of America for the Southern District of New York senior in the service shall have the power to appoint such third arbitrator, five (5) days' notice of the application to said District Judge to be given by the party making such application to the other party. The written decision of a majority of such arbitrators shall be filed as soon as practicable with the Corporate Trustee and a copy thereof delivered to the Company, and shall be binding upon the Corporate Trustee, the Company and the bondholders, and, within fifteen (15) days after the filing of such decision, the Company shall deliver to the Corporate Trustee a Treasurer's certificate of the character specified in subdivision (1) above and an amount in cash equal to the amount, if any, by which the amount fixed by such arbitration exceeds the total of all amounts expended for such purposes subsequent to the close of such calendar year as stated in such Treasurer's certificate; provided, however, that there shall be credited against the amount of cash so deliverable to the Corporate Trustee an amount

equal to the amount of which the aggregate principal amount of bonds set forth in subdivision (b) of such Treasurer's certificate is seventy per centum (70%). The costs of any such arbitration shall be paid by the Company.

For the purposes of any engineer's certificate, independent engineer's certificate or decision of arbitrators made with respect to any subsequent calendar year, the signers of such certificate and the arbitrators rendering such decisions shall consider the aggregate amount of any cash delivered to the Corporate Trustee on account of any prior calendar year in accordance with the provisions of this Section (notwithstanding the purposes for which the same may have been withdrawn, used or applied as directed by this Section), and of any credits taken pursuant to the provisions of this Section on account of prior calendar years, to have been expended for the purpose of maintaining the properties of the Company mortgaged or to be mortgaged hereunder as an operating system or systems in good repair, working order and condition and shall in making their respective certificates and decisions treat the aggregate amount of such cash so delivered and credit so taken as having been expended for such purposes.

Any cash delivered to the Corporate Trustee under the provisions of this Section shall be held by it as a part of the mortgaged and pledged property and

Withdrawal of deposit

(A) may be withdrawn by the Company to reimburse it in full for expenditures made subsequent to the end of the calendar year for which such cash was delivered for repairs, maintenance, renewals and replacements of, and substitutes for, its properties mortgaged or intended to be mortgaged hereunder (to the extent that such expenditures have not been theretofore certified to the Corporate Trustee to reduce the amount of cash to be deposited with the Corporate Trustee as hereinbefore provided), the amount and nature of any such expenditures to be stated in a Treasurer's certificate to be delivered to the Corporate Trustee prior to any such withdrawal; or

(B) may be withdrawn from time to time by the Company in an amount equal to the amount of which the principal amount

of each bond or fraction of a bond to the authentication and delivery of which the Company shall be entitled, by virtue of compliance with all applicable provisions of this Indenture (except any earnings requirements or net earnings certificates) relating to such authentication and delivery, but which have not been authenticated and delivered, and to the authentication and delivery of which the Company waives its right and elects to make the waiver of such right the basis for the withdrawal of cash under this Section, is seventy per centum (70%); such waiver and election to be evidenced by a Treasurer's certificate delivered to the Corporate Trustee; or

Application of deposited cash to retire bonds

(C) may, upon the request of the Company evidenced by a resolution delivered to the Corporate Trustee, be used by the Corporate Trustee for the purchase of bonds issued hereunder in accordance with the provisions of Section 55 hereof; or

(D) may, upon the request of the Company evidenced by a resolution delivered to the Corporate Trustee, be applied by the Corporate Trustee to the redemption of any bonds issued hereunder which are, by their terms, redeemable before maturity, of such series as may be designated by the Company, such redemption to be in the manner and as provided in Article X hereof.

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

In every case in which either a credit or the withdrawal of cash under this Section is applied for upon the right to the authentication and delivery of bonds, the Company, except as otherwise in this Section provided, shall comply with all applicable provisions of this Indenture relating to such authentication and delivery; provided, however, that in no such case shall the Company be required to deliver to the Corporate Trustee any resolution, certificate or opinion such as is described in subdivisions (1), (6) and (8) of Section 28 hereof or in subdivisions (1), (3) and (4) of Section 29 hereof, as the case may be, or to comply with any earnings requirements.

Substitution of Maintenance and replacement expenditures for other bases of withdrawals of cash

Any such election of a credit or of the withdrawal of cash under this Section based upon the right to the authentication and delivery of bonds or fractions of a bond shall operate as a waiver by the Company of such right to the authentication and delivery of such bond(s) or fraction(s) of a bond to the extent so elected and, to such extent, such bond(s) or fraction(s) of a bond may not thereafter be authenticated and delivered hereunder, and any property additions, the basis of any such right to the authentication and delivery of bonds or fractions of a bond so waived, shall have the status of funded property; provided, however, that if at any time after such an election the Company shall file with the Corporate Trustee a Treasurer's certificate referring to such election and stating:

(i) that subsequent to the date of such election the Company has made expenditures totaling at least an amount therein stated for the purposes hereinabove set forth, and that such expenditures have not been included or been taken into account in any certificate theretofore filed with the Corporate Trustee pursuant to this Section or in any decision of arbitrators under this Section; and

(ii) that the Company revokes its waiver, made by such election, of the right to the authentication and delivery of bonds or fractions of a bond in a principal amount therein stated (which principal amount shall not exceed seventy per centum (70%) of the total amount of the expenditures specified in subdivision (i) of said certificate) and that property additions (if any) which as a result of such election acquired the status of funded property and at the time of such certificate still retained such status and which at the time of such election had a total cost or fair value to the Company (whichever may have been less) of not more than the total amount of expenditures specified in subdivision (i) of said certificate (which property additions shall be particularly described in such certificate) shall cease to have the status of funded property

then and in that event, notwithstanding any other provisions of this Indenture, the Company's waiver made by such election of the right

to the authentication and delivery of bonds or fractions of a bond in the aggregate principal amount specified in such Treasurer's certificate pursuant to subdivision (ii) of this Section shall forthwith cease to be effective and the waiver of such right shall no longer be deemed to have been made and the property additions (if any) described in such Treasurer's Certificate pursuant to said subdivision (ii) shall forthwith cease to have the status of funded property.

Requirement when $50,000 remains unapplied three years

If at any time cash in excess of Fifty thousand dollars ($50,000) shall have remained on deposit with the Corporate Trustee under the provisions of this Section for a period of three (3) years, and with respect to which the Company shall not have made a proper request for the withdrawal, use or application of the same as above provided, all such cash shall be applied by the Corporate Trustee to the purchase or redemption of bonds (of such series as may be designated by the Company) in accordance with the provisions of Article X hereof, and the Corporate Trustee shall have power to give all necessary notices and to do all other acts and things to effect such purchase or redemption.

12½% provision for maintenance and retirement

The Company covenants that, subject to the orders and regulations of any regulatory authority having jurisdiction, it will, for each calendar year beginning with the calendar year 1938, expend and/or accrue for maintenance and/or appropriate for property retirement and/or appropriate for property amortization an aggregate amount equal to not less than twelve and one-half per centum) (12½%) of the gross operating revenues of the Company for such calendar year; provided, however, that any deficiency in any calendar year (after applying any excesses of expenditures, accruals and appropriations from preceding calendar years as hereinafter permitted) may be made up out of expenditures, accruals and appropriations of the kind hereinabove set forth before such amounts are included for such subsequent calendar years, and the Company shall not be deemed to be in default under this covenant so long as the deficiency in any calendar year has been made up during the five years next succeeding the year in which

such deficiency occurred; and provided further that any excess accrued, appropriated or expended for the above purposes in any calendar year, commencing with the calendar year 1938, not required to meet the covenants of the Company with respect to such calendar year and preceding calendar years may be applied to any subsequent calendar year in the five years subsequent to the calendar year in which such excess occurs.

Annual certificate on provision for maintenance and retirement

The Company will, within ninety (90) days after the close of each calendar year commencing with the calendar year 1938, file with the Corporate Trustee a Treasurer's Certificate showing (w) the gross operating revenues for such calendar year of the Company as defined in this Section; (x) the amounts expended and/or accrued for maintenance during such calendar year; (y) the amounts appropriated for property retirement and/or property amortization during such calendar year; (z) the amount, if any, by which, for each of the five calendar years (other than for any calendar year prior to the calendar year 1938) next preceding the calendar year for which the certificate is filed, the aggregate amounts stated pursuant to the foregoing clauses (x) and (y) in the certificates filed for each of such five respective calendar years exceeded or were less than twelve and one-half per centum (12½%) of the gross operating revenues for each of such five respective calendar years as stated in the certificates for each of such five respective calendar years. The Corporate Trustee may, in its discretion (but shall not be obligated so to do, unless requested in writing by the holders of at least twenty-five per centum (25%) in principal amount of bonds then outstanding under this Indenture and indemnified to its satisfaction) within thirty (30) days after the date of the filing of a Treasurer's Certificate as provided in this Section, notify the Company in writing that a certificate of an independent certified or public accountant is desired respecting the matters covered by such Treasurer's Certificate, and, in that event, the Company within sixty (60) days after the receipt of such written notice shall file with the Corporate Trustee a Certificate of an independent certified or public

accountant with respect to the matters covered by such Treasurer's Certificate. Any such Treasurer's Certificate, unless a certificate of an independent certified or public accountant shall be requested as aforesaid, and any such certificate of an independent certified or public accountant shall be conclusive proof of the facts stated therein.

Provision subject to regulatory authority

In the event that any regulatory authority having jurisdiction over the Company shall determine that an adequate amount for expenditures and/or appropriations, of the character specified in this Section, is less than the amount of the expenditures and/or appropriations which are required by this Section or shall, by order or regulation, prohibit, in whole or in part, any such expenditures or appropriations, then, upon filing with the Corporate Trustee a certified copy of such order or regulation, as the case may be, the Company shall, so long as such order or such regulation remains in effect, be relieved from compliance with the covenants contained in this Section to the extent that the amount of such expenditures and/or appropriations as required by this Section are in excess of an amount so determined to be adequate or shall be prohibited.

"gross operating revenues of the Company" defined

The term "gross operating revenues of the Company" for the purpose of this Section is hereby defined as the revenues received by the Company from the sale of electric and gas public utility service and the amounts (other than amounts received for the use of facilities under joint-use pole agreements) received as rentals or fixed charges for the use by others (or the use by the Company for the account of others) of generating and transmission facilities owned by the Company (with all interdepartmental items eliminated), and after deducting an amount equal to the cost to the Company of electricity, gas or other products, purchased for exchange or resale, and after deducting an amount equal to the revenues from the operation of (or, at the option of the Company, the cost of rentals paid by the Company for) electric, gas or other producing, generating, transporting, transmitting or distributing properties leased from others, and after deducting an amount equal to charges to the Company for transmission of electricity

and/or transportation of gas by others; provided, however, that any operating revenue of the Company which is in controversy as a result of any litigation or which has been impounded, shall be included in the gross operating revenues of the Company for the purpose of this computation, but only after, and in the year in which, any such operating revenue in controversy or impounded is recovered or, at the option of the Company, after, and in the year in which, it shall have been finally determined that such operating revenues belong to the Company.

Sinking and Improvement Funds for each Series

SECTION 39. The Company covenants that, so long as any of the bonds issued under this Indenture shall remain outstanding, it will, on or before October 1 of each year beginning with the year 1938, deliver to the Corporate Trustee:

(A) A Treasurer's certificate which shall state as to each series of bonds then outstanding:

(a) the greatest principal amount of all bonds prior to January 1 of such year at any one time outstanding of such series; and

(b) the aggregate principal amount of any bond(s) or fraction(s) of a bond to the authentication and delivery of which the Company shall then be entitled under any of the provisions of this Indenture, and which the Company elects not to have authenticated and delivered hereunder; and that the Company waives such right to the authentication and delivery of such bonds or fraction thereof and elects to make the waiver of such right the basis of a credit under this Section.

1% of each Series in cash, bonds or issuables

(B) As to each series of bonds then outstanding, an amount in cash and/or principal amount of bonds of such series equivalent to one per centum (1%) of the greatest principal amount of bonds of such series prior to January 1 of such year at any one time outstanding; provided, however, that, against the amount of cash or bonds payable or deliverable pursuant to this paragraph (B), there shall be

credited the principal amount of the bonds which shall be set forth in the Treasurer's certificate provided for by this Section pursuant to the requirements of clause (b) of subdivision (A) of this Section in respect of such series.

Such cash together with any bonds delivered to the Corporate Trustee under the provisions of this Section shall be dealt with as provided for by this Section.

May be anticipated

Notwithstanding any other provisions of this Indenture, (x) the Company shall be permitted to anticipate in whole or in part the requirements of this Section becoming due on October 1 of the current or any subsequent year or years, as to any one or more series of bonds, by depositing cash and/or a principal amount of bonds with the Corporate Trustee in full satisfaction or in partial satisfaction of the requirements in respect of any such series of bonds, and (y) any cash so deposited, whether in full satisfaction or in partial satisfaction of the requirements of this Section whether becoming due on October 1 of the current year or of a subsequent year, may be from time to time withdrawn, used or applied in the manner, to the extent, for the purpose and subject to the conditions provided in Section 31 or subdivisions (3) and/or (4) of Section 61 hereof; and, provided further, that the bonds of any series, if redeemable, shall not be purchased at a price in excess of the price at which bonds of such series are or shall be redeemable with cash deposited under this Section.

Withdrawal or application of cash

In case credit under the provisions of this Section is applied for in whole or in part upon the basis of the right to the authentication and delivery of bonds, the Company, except as otherwise in this Section provided, shall comply with all applicable provisions of this Indenture relating to such authentication and delivery; provided, however, that in no such case shall the Company be required to deliver to the Corporate Trustee any resolution, certificate or opinion of counsel such as is described in subdivisions (1) (2), (6) and (8) of Section 28 hereof or to comply with any earnings requirements.

Any election made pursuant to clause (b) of subdivision (A) of this Section in the Treasurer's certificate provided for by this Section

shall operate as a waiver by the Company of such right to the authentication and delivery of such bond(s) or fraction(s) of a bond to the extent so elected and to such extent such bond(s) or fraction(s) of a bond may not thereafter be authenticated and delivered hereunder.

Any bonds issued under this Indenture deposited with the Corporate Trustee pursuant to the provisions of this Section, shall forthwith be canceled by the Corporate Trustee, and upon the request of the Company, the Corporate Trustee shall cremate the same and deliver to the Company a certificate of such cremation.

All prior lien bonds deposited with the Corporate Trustee pursuant to the provisions of this Section shall be held by the Corporate Trustee subject to the provisions of Article IX hereof.

Maintenance of corporate existence and franchises

SECTION 40. That it will, subject to the provisions of Article XV hereof, at all times maintain its corporate existence and right to carry on business, and duly procure all renewals and extensions thereof, if and when any shall be necessary, and, subject to the provisions of this Indenture, will use its best efforts to maintain, preserve and renew all the rights, powers, privileges and franchises owned by it.

Covenant as to permit property

SECTION 41. That it will keep and perform with respect to the permit property all the covenants and conditions in Sections 36, 37 and 38 hereof contained with respect to the mortgaged and pledged property.

Covenant as to advances made by Corporate Trustee

That if it shall fail to perform any covenants contained in Sections 36, 37, 38 or 40 hereof or in this Section, the Corporate Trustee may make advances to perform the same in its behalf, but shall be under no obligation so to do unless requested so to do by the holders of not less than twenty-five per centum (25%) in principal amount of the bonds then outstanding hereunder and furnished with funds adequate for the purpose and also adequate to pay any expense incurred in connection with such performance; and all sums so advanced shall be at once repayable by the Company, and shall bear interest at the rate of six per centum (6%) per annum until paid, and all sums so

advanced with the interest thereon shall be secured hereby, having the benefit of the lien hereby created in priority to the indebtedness evidenced by the bonds and coupons issued hereunder, but no such advance shall be deemed to relieve the Company from any default hereunder.

Recording, filing, etc.

SECTION 42. That it will cause this Indenture and all indentures and instruments supplemental hereto to be promptly recorded and filed and to be kept recorded and filed and re-recorded and refiled in such manner and in such places as may be required by law in order fully to preserve and protect the security of the bondholders and all rights of the Trustees. That it will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of this Indenture, and to make subject to the lien hereof any permit property, and any property of the Company which shall have ceased to be permit property, which may be subjected to such lien without cancellation, forfeiture or impairment of any property or right of the Company and any property hereafter acquired, intended to be subject to the lien hereof, and to transfer to any new trustee or trustees or co-trustee or co-trustees the estate, powers, instruments or funds held in trust hereunder.

Instruments of further assurance and subjection of permit property

Books of record and account

SECTION 43. That books of record and account will be kept in which full, true and correct entries will be made of all dealings or transactions of, or in relation to, the plants, properties, business and affairs of the Company, and that all books, records, documents and vouchers relating to the plants, properties, business and affairs of the Company shall at all reasonable times be open to the inspection of such reputable accountant or other agent of recognized standing as the Corporate Trustee may from time to time designate, and that the Company will bear all expenses of any such inspection. The Corporate Trustee shall be under no obligation to cause any such inspection to be made unless requested in writing so to do by the holders of not less than twenty-five per centum (25%) in principal amount of the bonds then outstanding hereunder and furnished with funds sufficient to pay all costs and

Open for Corporate Trustee's inspection

expenses incurred or to be incurred by it in or in connection with such inspection.

Voluntary bankruptcy; Receiver, Assignment for benefit of creditors, etc.

SECTION 44. That it will not, without the approval in writing of the Corporate Trustee, go into voluntary bankruptcy or insolvency, or apply for or consent to the appointment of a receiver or trustee of itself or of its property in any judicial proceedings or make any general assignment for the benefit of its creditors, or suffer to be made and remain unvacated for a period of ninety (90) days any order for the appointment of such a receiver or trustee of itself or of its property in any proceeding instituted by a creditor, or any final order appointing such a receiver or trustee in any other proceeding, or any order adjudicating it to be bankrupt or insolvent.

Faithful performance of covenants, conditions, etc.

SECTION 45. That it will not issue, or permit to be issued, any bonds hereunder in any manner other than in accordance with the provisions of this Indenture and that it will faithfully observe and perform all the conditions, covenants and requirements of this Indenture and of all indentures supplemental hereto and of the bonds issued hereunder.

Upon cancellation of prior lien

SECTION 46. That upon the cancellation and discharge of any prior lien securing prior lien bonds it will (unless the prior lien bonds, cash proceeds and other property mentioned in subdivisions (*a*) and (*b*) below are thereupon otherwise disposed of as required by another prior lien) cause

(a) to cause prior lien bonds to be canceled or deposited hereunder

(*a*) any prior lien bonds deposited with and then held by the trustee or other holder of such prior lien canceled and discharged, to be canceled and notification thereof to be given to the Corporate Trustee, or, at the option of the Company, to be delivered to and deposited with the Corporate Trustee hereunder to be held under the provisions of Article IX hereof; and

(b) to deposit hereunder all funded cash, etc.

(*b*) all funded cash, all obligations secured by purchase money mortgages and all proceeds of insurance on, or of the release of, or the taking by eminent domain of, funded property, deposited with and then held by the trustee or other holder

of such prior lien canceled and discharged (including as to all of the foregoing all proceeds of or substitutes for any thereof then held as aforesaid), to be paid and/or delivered to and/or deposited with the Corporate Trustee hereunder, to be held as part of the mortgaged and pledged property; any such prior lien bonds constituting a part thereof to be held and disposed of under the provisions of Article IX hereof; any such cash and/or purchase money mortgages on property released (including any proceeds or substitutes therefor) constituting a part thereof to be paid over, withdrawn, used or applied, in the manner, to the extent, and for the purposes and subject to the conditions provided in Section 61 hereof with respect to cash and purchase money mortgages deposited under the provisions of Section 59 hereof; any bonds issued hereunder deposited with and then held by the trustee or other holder of such prior lien canceled and discharged, to be canceled by the Corporate Trustee and upon the request of the Company to be cremated and a certificate of such cremation delivered to the Company; and any other property constituting a part thereof to be subject to use and release as provided with respect to such property in Article XI hereof.

Not permit amount of prior lien bonds to be increased

That it will not permit the amount of prior lien bonds to be increased by the issue of additional prior lien bonds unless (1) the prior lien bonds representing such increase shall be issued upon transfer of or in exchange for or in lieu of outstanding prior lien bonds on the exercise by a holder or holders of such outstanding prior lien bonds of the right granted by the prior lien securing such prior lien bonds to have such bonds issued or unless (2) the prior lien bonds representing such increase shall be deposited with the Corporate Trustee to be held under the provisions of Article IX hereof and/or unless such prior lien bonds representing such increase shall be deposited with the trustee or other holder of a prior lien (under conditions such that no transfer of ownership or possession of such prior lien bonds representing such increase by the trustee or other holder of such prior lien is permissible except upon a default thereunder, or except to the Corporate Trustee hereunder to be held subject to the provisions of Article

IX hereof, or to the trustee or other holder of a prior lien for cancellation, or to be held uncanceled under the terms of a prior lien under like conditions); that it will not apply under any provision of this Indenture for the authentication and delivery of any bonds or the withdrawal of cash or the release of property or for a credit under the provisions of Section 38 or Section 39 hereof by reason of the deposit with the Corporate Trustee of such prior lien bonds representing such increase; and that it will not apply under any provision of any prior lien for the withdrawal of funded cash held by the trustee or other holder of such prior lien on the basis of funded property, unless such cash so withdrawn shall be deposited with the Corporate Trustee hereunder, to be held as part of the mortgaged and pledged property, and to be withdrawn, used or applied, in the manner, to the extent, and for the purposes and subject to the conditions provided in Section 61 hereof with respect to cash deposited under the provisions of Section 59 hereof.

Condition as to applications under prior liens

ARTICLE IX.

Concerning Prior Lien Bonds Deposited with Corporate Trustee.

Requirements upon deposit of prior lien bonds

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

Disposition of principal and interest of prior lien bonds

SECTION 48. All prior lien bonds received by the Corporate Trustee for the purpose of this Article IX shall be held by the Corporate Trustee, as part of the mortgaged and pledged property and without impairment of the lien thereof, for the protection and further security of the bonds issued hereunder. Except during the continuance of a completed default specified in Section 65 of this Indenture, no payment by way of interest or otherwise on any of the prior lien bonds held by the Corporate Trustee shall be made or demanded and the coupons thereto appertaining as they mature shall be canceled by the Corporate Trustee and delivered so canceled to the Company, unless the Company shall, by an instrument in writing, signed by its President or a Vice-President or its Treasurer or an Assistant Treasurer, and delivered to the Corporate Trustee, elect, with respect to any of such prior lien bonds, to have such payments made and demanded, in which event the Company shall be entitled to receive all such payments. In any event, except during the continuance of a completed default as aforesaid, all moneys received by the Corporate Trustee (a) on account of the principal of or interest or premium on said prior lien bonds, or (b) by reason of the sale or delivery of any of said bonds to the sinking fund or other similar device for the retirement of bonds provided for in any prior lien securing the same (as to both (a) and (b) above, to the extent that a Treasurer's certificate delivered to the Corporate Trustee shall state that such moneys do not represent the proceeds of insurance on, or of the release of, or of the taking by eminent domain of, funded property, including the proceeds of and substitutes for any thereof), shall be paid over by the Corporate Trustee to or upon the order of the Company; provided that if and to the extent that such Treasurer's certificate shall not state that such moneys do not represent the proceeds of insurance on, or of the release of, or of the taking by eminent domain of, funded property, including the proceeds of and substitutes for any thereof, the same shall be retained by the Corporate Trustee and held as part of the mortgaged and pledged property, to be withdrawn, used or applied, in the manner, to the extent, and for the

purposes, and subject to the conditions provided in Section 61 hereof with respect to cash deposited under the provisions of Section 59 hereof.

Prior lien bonds surrendered to sinking fund or for cancellation

SECTION 49. Except during the continuance of a completed default specified in Section 65 hereof, the Corporate Trustee, if so directed by an instrument in writing signed by the President or a Vice-President and the Treasurer or an Assistant Treasurer of the Company, shall cause any prior lien bonds held by it to be canceled, and the obligation thereby evidenced to be satisfied and discharged, provided that it shall have received notice from the trustee or other holder of the prior lien securing the same that such trustee or other holder, on receipt of the prior lien bonds held by the Corporate Trustee, will cause the prior lien to be satisfied and discharged of record; and upon similar direction, shall sell or surrender any prior lien bonds held by it subject to this Article IX to the trustee or other holder of the prior lien securing the same to be held uncanceled for the purposes of any sinking fund or other similar device for the retirement of bonds for which provision may have been made in the prior lien securing the prior lien bonds so sold or surrendered, or for cancellation, provided, however, that no such prior lien bonds shall be so sold or surrendered except for cancellation as aforesaid until the Corporate Trustee shall have received an opinion of counsel to the effect (*a*) that the provisions of the prior lien securing the prior lien bonds so to be sold or surrendered are such that no transfer of ownership or possession of such prior lien bonds by the trustee or other holder of such prior lien is permissible thereunder except upon default thereunder or except to the Corporate Trustee hereunder, to be held subject to the provisions of this Article IX, or to the trustee or other holder of a prior lien, for cancellation or to be held uncanceled under the terms of a prior lien under like conditions. or (*b*) that all of the property subject to the prior lien, with respect to which such prior lien bonds have been deposited with the Corporate Trustee, has been released from the lien of this Indenture, which shall be stated in any event if such be the fact; and provided further that if all of the property subject to the prior lien securing prior lien bonds

deposited with the Corporate Trustee shall have been released from the lien of this Indenture, such prior lien bonds as shall thereupon cease to be prior lien bonds as defined in Section 6 hereof shall be surrendered forthwith by the Corporate Trustee to the Company upon the written order of its President or a Vice-President and its Treasurer or an Assistant Treasurer.

Extension of maturity etc. of prior lien bonds

On the request of the Company evidenced by a resolution, the Corporate Trustee may, and on request of the holders of not less than a majority in principal amount of the bonds outstanding hereunder, shall, permit the extension of the maturity of and/or any other modification of any prior lien bonds pledged hereunder and/or any modification of a prior lien.

Corporate Trustee's rights on default hereunder as holder of prior lien bonds

SECTION 50. Upon the occurrence of any completed default specified in Section 65 hereof, the Corporate Trustee may exercise any and all rights of a bondholder with respect to the prior lien bonds then held by it or may take any other action which shall in its judgment be desirable or necessary to avail of the security created for such prior lien bonds by the prior liens securing the same. The Corporate Trustee shall be reimbursed from the trust estate for all expenses by it properly incurred by reason of any such action taken, with interest upon all such expenditures at the rate of six per centum (6%) per annum; and the amount of such expenses and interest shall, until repaid, constitute a lien upon the mortgaged and pledged property prior to the lien of the bonds and coupons issued hereunder.

ARTICLE X.

Redemption or Purchase of Bonds.

What bonds redeemable

SECTION 51. Such of the bonds of any series issued hereunder as are, by their terms, redeemable before maturity, may, at the option of the Company, be redeemed at such times, in such amounts and at such prices as may be specified therein and in accordance with the provisions of the three next succeeding Sections numbered from 52 to 54, both inclusive.

Selection by lot

SECTION 52. In case of a redemption of a part only of any series of said bonds, the particular bonds so to be redeemed shall be selected by the Corporate Trustee by lot, according to such method as it shall deem proper in its discretion. Notice of intention to redeem (including in case a part only of the bonds of any particular series are to be redeemed, the numbers of such bonds) shall be given, by or on behalf of the Company, by publication in one daily newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York, for such period of time before the date fixed for redemption as is specified in Section 19 hereof as to bonds of the 1967 Series and as to the bonds of any other series in such newspapers and for such periods as may be fixed for the bonds of such other series by the resolutions establishing such series of bonds, or if no such newspaper and/or period be fixed, then at least once in each of four (4) successive calendar weeks (on any secular day in the week) immediately preceding the date fixed for redemption in such a daily newspaper as is required with respect to publication in the case of the bonds of the 1967 Series. Whenever in this Indenture or in the bonds issued hereunder publication is required to be made in a daily newspaper the word daily shall be deemed to include a newspaper generally published at least six days a week. A copy of such notice shall also be mailed by or on behalf of the Company, not less than ten (10) days before the date fixed for redemption, to each holder of any fully registered bond or of any coupon bond registered as to principal which is to be redeemed, at his last address, if any, appearing upon the registry books, but such mailing shall not be a condition precedent to such redemption and failure so to mail any such notice shall not affect the validity of the proceedings for the redemption of such bonds.

Notice of redemption

Definition of daily newspaper

Deposit of redemption price with Corporate Trustee

SECTION 53. In the event that the Company shall give notice by publication of its intention to redeem any bonds so redeemable, it shall, and it hereby covenants that it will, on or before the redemption date specified in such notice, deposit with the Corporate Trus-

tee a sum of money sufficient to redeem all such bonds so to be redeemed on such date and/or irrevocably direct the Corporate Trustee to apply, from money held by it available to be used for the redemption of bonds, a sum of money sufficient to redeem such bonds. If the Company shall fail so to deposit or direct the application of the money for the redemption of said bonds such failure shall constitute a completed default under this Indenture and the said bonds so called for redemption shall immediately become due and payable, and the holders of said bonds shall be entitled to receive and the Company shall be obligated to pay the redemption price of said bonds and thereupon and without the lapse of any period of time all the remedies provided for in Article XII hereof with respect to a default in the payment of principal of bonds outstanding hereunder shall be available to and enforceable by the Corporate Trustee.

Money held in trust until paid holders on surrender of bonds

SECTION 54. All moneys deposited by the Company with the Corporate Trustee under the provisions of this Article X for the redemption of bonds or which the Company directs shall be applied by the Corporate Trustee to the redemption of bonds shall, subject to the provisions of Section 119 hereof, be held in trust for account of the holders of the bonds so to be redeemed, and shall be paid to them respectively, upon presentation and surrender of said bonds, with all unmatured coupons, if any, appertaining thereto. Coupons maturing on or prior to the redemption date shall remain payable in accordance with their terms.

Called bonds cease to bear interest

On and after such redemption date, if the moneys for the redemption of the bonds to be redeemed shall have been deposited or directed to be applied as aforesaid, such bonds shall cease to bear interest and shall cease to be entitled to the lien of this Indenture and the coupons for interest, if any, maturing subsequent to the redemption date shall be void unless such bonds and/or the coupons for interest which shall have matured prior to the redemption date shall have been presented for payment at the principal office or agency of the Corporate Trustee and also at the office or agency of the Company in the Borough of Manhattan, City, County and State of New York, and shall not have been paid.

Partial redemption of registered bonds

If any serial number shall be drawn by the Corporate Trustee at any selection by lot as in Section 52 hereof provided for, which is endorsed upon any fully registered bond of a denomination larger than One thousand dollars ($1,000), such fully registered bond shall be presented properly endorsed for transfer at or after the date fixed for the redemption of said bonds so drawn for redemption, and the payment with respect to said bond shall be made upon surrender of said bond so endorsed; and coupon bonds or fully registered bonds for the unpaid balance, if any, of the principal amount of the fully registered bond so presented and surrendered shall be executed by the Company and authenticated and delivered by the Corporate Trustee without charge therefor. On and after the date fixed for such redemption, interest shall be payable only on the portion of said fully registered bond not so called for redemption and only such portion shall continue to be entitled to the benefit of the lien of this Indenture.

Purchase of bonds hereunder

SECTION 55. At any time, upon the request of the Company, expressed by resolution, the Corporate Trustee shall, to the extent that such bonds are available for such purchase, apply all or any part of the cash held by it under any provision of this Indenture, subject to the provisions of Sections 32 and 54 hereof, or any cash deposited with it by the Company for the purpose, to the purchase (including a purchase from the Company) of bonds then outstanding hereunder of such series as the Company may designate at a price not exceeding the current redemption price of such bonds as shall be by their terms redeemable before maturity, or at not more than one hundred and five per centum (105%) of the principal of bonds not so redeemable, plus accrued interest. Before making any such purchase the Corporate Trustee may, and upon request of the Company, shall, by notice published once in each of two (2) successive calendar weeks (on any secular day in the week) in one daily newspaper, printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York, advertise for written proposals (to be received by it on or before a specified date) to sell to it on or before

Company may designate series

a subsequent specified date bonds of the series designated by the Company then outstanding hereunder; and the Corporate Trustee, to the extent, as nearly as is possible, of such funds then in its hands and requested by the Company to be so applied, shall purchase the bonds so offered at the price or prices most favorable to the Company, and reasonable notice shall be mailed by the Corporate Trustee to the holder or holders of the bonds whose proposals may be accepted. The Corporate Trustee may also in its discretion, and upon request of the Company so to do, shall invite offers of bonds for sale to it in any other usual manner. The Corporate Trustee shall reject any or all proposals in whole or in part if it can at the time of opening said proposals purchase the requisite amount of such bonds or any part thereof at a price more favorable to the Company than it could by accepting said proposals. All offers by holders shall be subject to acceptance of a portion thereof unless otherwise expressed in the offers and all advertisements for written proposals shall so state.

Bonds paid, purchased or redeemed hereunder to be cancelled

SECTION 56. All bonds issued hereunder paid, retired or redeemed under any of the provisions of this Indenture or purchased by the Corporate Trustee as provided in Section 55 hereof and all appurtenant coupons, if any, shall forthwith be canceled by the Corporate Trustee, and at the request of the Company the Corporate Trustee may cremate the same and deliver to the Company a certificate of such cremation.

ARTICLE XI.

Possession, Use and Release of Mortgaged and Pledged Property.

Company's possession and enjoyment

SECTION 57. Unless the Company is in default in the payment of the interest on any of the bonds then outstanding hereunder or one or more of the completed defaults specified in Section 65 hereof shall have occurred and be continuing, the Company shall be suffered and permitted to possess, use and enjoy the mortgaged and pledged property (except such cash as is expressly required to be deposited with the Corporate Trustee and except, to the extent not herein otherwise provided,

such securities as are expressly required to be deposited with the Corporate Trustee), and to receive, use and dispose of the tolls, rents, revenues, issues, earnings, income, product and profits thereof, with power in the ordinary course of business, freely and without let or hindrance on the part of the Trustees or of the bondholders, to use, consume and dispose of supplies, and, except as herein otherwise expressly provided to the contrary, to exercise any and all rights under choses in action, contracts, franchises and claims.

What Company may do without release or consent by Trustees

SECTION 58. Unless the Company is in default in the payment of the interest on any of the bonds then outstanding hereunder or one or more of the completed defaults specified in Section 65 hereof 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 Trustees or either of them, or deposit with either of them of any consideration received by the Company:

(1) Replacement of machinery, equipment, tools, etc.

(1) sell or otherwise dispose of, free from the lien of this Indenture, any machinery, equipment, tools, implements or other property, which shall have become old, inadequate, obsolete, worn out, unfit or unadapted for use in the operations of the Company upon replacing the same by or substituting for the same other property of at least equal value to that of the property sold or otherwise disposed of and subject to no liens prior hereto except liens to which the property sold or otherwise disposed of was subject;

(2) Cancellation or alteration of contracts

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

(3) Surrender or assent to modification of franchises, etc.

(3) surrender or assent to the modification of any right, power, franchise, license, governmental consent or permit under which it may be operating, provided that, in the opinion of the Board of Directors of the Company (such opinion to be stated in a resolution to be filed with the Corporate Trustee), such surrender or modification is desirable in the conduct of the business of the Company and does not impair the security of the bonds outstanding hereunder.

Release of property by either trustee

SECTION 59. Unless, to the knowledge of the Trustees or either of them, the Company is in default in the payment of the interest on any bonds then outstanding hereunder or one or more of the completed defaults specified in Section 65 hereof shall have occurred and be continuing, the Company may obtain the release of any of the mortgaged and pledged property, except cash then held by the Corporate Trustee (provided, however, that prior lien bonds deposited with the Corporate Trustee shall not be released except as provided in Article IX hereof), and the Trustees or either of them shall release the same from the lien hereof upon the application of the Company and receipt by the Corporate Trustee of

Release application papers, etc.

(1) Resolution

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

(2) Treasurer's certificate

(2) a Treasurer's certificate stating that the Company is not in default in the payment of the interest on any bonds then outstanding hereunder and that none of the completed defaults specified in Section 65 hereof has occurred and is continuing;

(3) Engineer's certificate

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

(*a*) that the Company has sold, exchanged, dedicated or disposed of, or agreed to sell, exchange, dedicate or dispose of, the property to be released; (*b*) the fair value, in the opinion of the signers, of the property to be released and the fair value of any portion thereof that is funded property; and (*c*) that such release is in the opinion of the signers desirable in the conduct of the business of the Company;

(4) Consideration for release—cash less

(4) an amount in cash, to be held by the Corporate Trustee as part of the mortgaged and pledged property, equivalent to the amount, if any, by which the fair value of the property to be released, as specified in the engineer's certificate provided for in subdivision (3) above, exceeds the aggregate of the following items:

(a) Purchase money mortgage obligations

(*a*) the principal amount of any obligations delivered to the Corporate Trustee, to be held as part of the mortgaged and

pledged property, consisting of obligations secured by purchase money mortgage upon the property released;

(b) Property additions in Further Engineer's Certificate

(*b*) the cost or fair value to the Company (whichever is less) of any property additions made the basis of the application which are not then funded property (after making any deductions and any additions required by the provisions of Section 4 hereof) as shown by a further engineer's certificate (made and dated not more than ninety (90) days prior to the date of such application) delivered to the Corporate Trustee;

(c) Rights to issue bonds for refunding

(*c*) the principal amount of each bond or fraction of bond to the authentication and delivery of which the Company shall be entitled under the provisions of Section 26 or Section 29 hereof, by virtue of compliance with all applicable provisions of said Section 26 or Section 29, as the case may be (except any earnings requirements or net earnings certificates) relating to such authentication and delivery but which have not been authenticated and delivered; provided, however, that the application for such release shall operate as a waiver by the Company of such right to the authentication and delivery of each such bond or fraction thereof on the basis of which right such property is released and to such extent no such bond or fraction thereof may thereafter be authenticated and delivered hereunder;

(d) Consideration received by prior lien trustee

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

(5) Opinion of counsel on purchase money mortgage

(5) in case any obligations secured by purchase money mortgage upon the property to be released are included in the consideration for such release and are delivered to the Corporate Trustee or to the trustee or other holder of a prior lien or a lien prior hereto in connection with any release of such property, an

opinion of counsel to the effect that, in his or their opinion, such obligations are valid obligations, and that any purchase money mortgage securing the same is sufficient to afford a valid purchase money lien upon the property to be released, subject to no lien prior thereto except such liens, if any, as shall have existed thereon just prior to such release as prior liens or liens prior to the lien of this Indenture; and

(6) Opinion of counsel if franchise to be released

(6) in case the Trustees are requested to release any franchise, an opinion of counsel to the effect that in his or their opinion such release will not impair the right of the Company to operate any of its remaining properties.

Additional papers if release based on:

Property additions

In case the release of property is, in whole or in part, based upon property additions (as permitted under clause (b) of subdivision (4) of this Section), the Company shall comply with all applicable provisions of this Indenture as if such property additions were made the basis of an application for the authentication and delivery of bonds thereon in principal amount equivalent to seventy per centum (70%) of the cost or fair value thereof to the Company (whichever is less) as shown by the engineer's certificate in subdivision (3) of Section 28 hereof provided for, and in case the release of property is in whole or in part based upon the right to the authentication and delivery of bonds (as permitted under clause (*c*) of subdivision (4) of this Section) the Company shall comply with all applicable provisions of Section 26 or Section 29 hereof, as the case may be, relating to such authentication and delivery; provided, however, that in no application for release of property shall the Company be required to deliver to the Corporate Trustee any resolution, certificate or opinion such as is described in subdivisions (1), (2), (6) and (8) of Section 28 hereof or to comply with any earnings requirements; and provided further 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 amount stated in the engineer's certificate provided for in subdivision (3) of this Section to be the fair value of the property to be released

Rights to issue bonds for refunding

(a) plus the amount or any cash or the fair value of any other consideration, further to be stated in such engineer's certificate, paid and/or delivered or to be paid and/or delivered by the Company in connection with such exchange as additional consideration for such property additions or (b) less the amount of any cash or the fair value of any other consideration, which shall also be stated in such engineer's certificate, received or to be received by the Company in connection with such exchange in addition to such property additions.

When consideration not funded property

Notwithstanding any of the other provisions of this Indenture, (1) to the extent that any property to be released is not funded property and the property additions made the basis of such release shall have been acquired in exchange or consideration for, or in anticipation of, the release of property, such property additions shall not have the status of funded property, and (2) to the extent that any property released shall not have been funded property just prior to its release, any property additions made the basis of such release of property shall not be deemed to be funded property and any waiver of the right to the authentication and delivery of bonds made the basis of such release of property shall cease to be effective and shall no longer be deemed to have been made, if the Company shall within two (2) years after the release of such property, file with the Corporate Trustee such certificates, opinions of counsel and other papers (other than any resolution, certificate or opinion such as is described in subdivisions (1), (6) and (8) of Section 28 hereof) as under the provisions of Section 28 hereof, would entitle the Company, on the basis of property additions acquired, made or constructed subsequent to the application for the release of such property, to the authentication and delivery of bonds equal in principal amount to seventy per centum (70%) of the fair value of the property so released, and the inclusion of such subsequently acquired property additions in any such certificate, opinion or other papers shall not make such property additions funded property.

Disposition of consideration

Any bonds outstanding under this Indenture deposited with the Corporate Trustee, pursuant to the provisions of this Section, shall forthwith be canceled by the Corporate Trustee and upon the request

of the Company the Corporate Trustee may cremate the same and deliver to the Company a certificate of such cremation, and any prior lien bonds deposited with the Corporate Trustee pursuant to the provisions of this Section shall be held by the Corporate Trustee subject to the provisions of Article IX hereof and any moneys and/or purchase money obligations and/or other property and/or the proceeds of any thereof and/or substitutes therefor received by the Corporate Trustee under this Section shall be held as part of the mortgaged and pledged property and such moneys and/or purchase money obligations shall be paid over, withdrawn, used or applied, in the manner, to the extent, and for the purposes and subject to the conditions provided in Section 61 hereof.

Substituted property to become subject hereto

Any property acquired by the Company by exchange or purchase to take the place of any property released under any provisions of this Article shall forthwith and without further conveyance become subject to the lien of and be covered by this Indenture as a part of the mortgaged and pledged property, subject to no lien except prior liens and excepted encumbrances and any liens existing thereon just prior to the acquisition thereof; but the Company shall, if requested by the Corporate Trustee, convey the same, or cause the same to be conveyed, to the Trustees as may be so requested by appropriate instruments of conveyance upon the trusts and for the purposes of this Indenture.

Release of real estate unimproved for Company's business

SECTION 60. Unless to the knowledge of the Trustees or either of them the Company is in default in the payment of the interest on any bonds then outstanding hereunder or one or more of the completed defaults specified in Section 65 hereof shall have occurred and be continuing, the Trustees or either of them shall whenever from time to time requested by the Company (such request to be evidenced by a resolution) and without requiring compliance with any of the provisions of Section 59 hereof, release from the lien hereof real estate unimproved for use in the conduct of the business of the Company, provided the Company has sold, exchanged, dedicated or disposed of, or agreed to sell, exchange, dedicate or dispose of, such real estate and provided the

aggregate value of such real estate so released without such compliance in any period of twelve (12) consecutive calendar months shall not exceed the sum of Fifty thousand dollars ($50,000). A Treasurer's certificate delivered to the Corporate Trustee as to any facts required to be known by the Trustees or either of them as a condition precedent to action by them or either of them under this Section shall fully protect the Trustees in any action taken upon the faith thereof. The Company covenants that it will deposit with the Corporate Trustee, to be dealt with in the manner provided in Section 61 hereof, the consideration, if any, received by it upon the sale or other disposition of any such real estate so released (to the extent that the same shall not have been paid or delivered to the trustee or other holder of a prior lien or a lien prior to the lien of this Indenture in accordance with the provisions thereof and a Treasurer's certificate to that effect shall have been furnished to the Corporate Trustee).

Any consideration to be deposited hereunder

SECTION 61. Unless to the knowledge of the Trustees or either of them the Company is in default in the payment of the interest on any bonds then outstanding hereunder or one or more of the completed defaults specified in Section 65 hereof shall have occurred and be continuing, any money received in consideration of any release by the Trustees under this Article XI, including payment on account of the principal of any obligations secured by purchase money mortgage so received shall be paid to and held by the Corporate Trustee and such money and any money which may be applied as in this Section provided,

Withdrawal or application of moneys received for releases, etc.

Such moneys may be:

(1) may be withdrawn from time to time by the Company to the extent of the cost or the fair value to the Company (whichever is less) of property additions not then funded property (after making any deductions and additions required by the provisions of Section 4 hereof);

(1) Withdrawn on basis of property additions

(2) may be withdrawn from time to time by the Company in an amount equal to the principal amount of each bond or fraction of bond to the authentication and delivery of which the Company shall be entitled under the provisions of Section 26

(2) Withdrawn on basis of rights to issue Bonds for refunding

or Section 29 hereof, by virtue of compliance with all applicable provisions of said Section 26 or Section 29, as the case may be (except any earnings requirements or net earnings certificates), relating to such authentication and delivery, but which have not been authenticated and delivered; provided, however, that the application for such withdrawal of cash shall operate as a waiver by the Company of such right to the authentication and delivery of each such bond or fraction thereof, on the basis of which right such cash is withdrawn;

(3) Applied to purchase Bonds

(3) may, upon the request of the Company, evidenced by a resolution delivered to the Corporate Trustee, be used by the Corporate Trustee for the purchase of bonds issued hereunder in accordance with the provisions of Section 55 hereof; or

(4) Applied to redeem Bonds

(4) may, upon the request of the Company, evidenced by a resolution delivered to the Corporate Trustee, be applied by the Corporate Trustee to the redemption of any bonds issued hereunder which are by their terms redeemable before maturity, of such series as may be designated by the Company, such redemption to be in the manner and as provided in Article X hereof.

Requirements for withdrawal of moneys

Such moneys shall, from time to time, be paid out or used or applied by the Corporate Trustee, as aforesaid, upon the request of the Company evidenced by a resolution, and upon receipt by the Corporate Trustee of a Treasurer's certificate stating that the Company is not in default in the payment of the interest on any bonds then outstanding hereunder and that none of the completed defaults specified in Section 65 hereof has occurred and is continuing. In case the withdrawal of cash is, in whole or in part, based upon property additions (as permitted under clause (1) of this Section), the Company shall comply with all applicable provisions of this Indenture as if such property additions were made the basis of an application for the authentication and delivery of bonds thereon in principal amount equivalent to seventy per centum (70%) of the cash to be withdrawn on such basis; or in case the withdrawal of cash is, in whole or in part, based upon the right to the authentication and delivery of bonds (as permitted under

clause (2) of this Section) the Company shall comply with all applicable provisions of this Indenture relating to such authentication and delivery, provided, however, that in no case of the withdrawal of cash under clause (1) or clause (2) of this Section shall the Company be required to deliver to the Corporate Trustee any resolution, certificate or opinion such as is described in subdivisions (1), (2), (6) and (8) of Section 28 hereof or to comply with any earnings requirements.

When basis of withdrawal not funded property

Notwithstanding any of the other provisions of this Indenture, (a) to the extent that any cash to be withdrawn is not funded cash and the application for the withdrawal of such cash is based upon property additions acquired or to be acquired with such cash, or acquired in anticipation of the release of property or the withdrawal of cash, then such property additions shall not have the status of funded property, and (b) to the extent that any cash withdrawn shall not have been funded cash just prior to its withdrawal, any property additions made the basis of such withdrawal of cash shall not be deemed to be funded property and any waiver of the right to the authentication and delivery of bonds, made the basis of such withdrawal of cash, shall cease to be effective and shall no longer be deemed to have been made, if the Company shall, within two (2) years after the withdrawal of such cash, file with the Corporate Trustee such certificates, opinions of counsel and other papers (other than any resolution, certificate or opinion such as is described in subdivisions (1), (6) and (8) of Section 28 hereof) as, under the provisions of Section 28 hereof, would entitle the Company, on the basis of property additions acquired, made or constructed subsequent to the deposit with the Corporate Trustee of such cash, to the authentication and delivery of bonds equal in principal amount to seventy per centum (70%) of such cash so withdrawn, and the inclusion of such subsequently acquired property additions in any such certificate, opinion or other papers shall not make such property additions funded property.

Any purchase money mortgage received or to be received by the Corporate Trustee under any of the provisions of this Indenture in con-

Release of purchase money mortgage obligations

sideration of the release of any property by the Trustees and/or the obligations secured by such purchase money mortgage, may be released upon payment by the Company to the Corporate Trustee of all or the unpaid portion of the principal of such purchase money mortgage and/or of the obligations thereby secured.

Principal and interest of purchase money mortgage obligations

The principal of and interest on any such purchase money mortgage, and/or of the obligations thereby secured and held by the Corporate Trustee, shall be collected by the Corporate Trustee as and when the same become payable, and the Corporate Trustee may take any action which in its judgment may be desirable or necessary to avail of the security of such purchase money mortgage. Unless to the knowledge of the Corporate Trustee, the Company is in default in the payment of the interest on any of the bonds then outstanding hereunder or one or more of the completed defaults specified in Section 65 hereof shall have occurred and be continuing, the interest received by the Corporate Trustee on any such purchase money mortgage or on the obligations thereby secured shall be paid over to the Company.

Disposition of bonds received under this section

Any bonds issued under this Indenture deposited with the Corporate Trustee pursuant to the provisions of this Section shall forthwith be canceled by the Corporate Trustee and at the request of the Company the Corporate Trustee may cremate the same and deliver a certificate of such cremation to the Company, and any prior lien bonds deposited with the Corporate Trustee pursuant to the provisions of this Section shall be held by the Corporate Trustee subject to the provisions of Article IX hereof.

Release of property taken by eminent domain or purchased by governmental body

SECTION 62. Should any of the mortgaged and pledged property be taken by exercise of the power of eminent domain or should any governmental body or agency, at any time, exercise any right which it may have to purchase or designate a purchaser of any part of the mortgaged and pledged property, the Trustees or either of them shall, upon request of the Company, release the property so taken or purchased, and shall be fully protected in doing so upon being furnished

with an opinion of counsel to the effect that such property has been taken by exercise of the power of eminent domain, or purchased in the exercise of a right which a governmental body or agency had to purchase or designate a purchaser of the same. The proceeds of all property so taken or purchased shall be paid over to the Corporate Trustee (unless the same shall have been paid or delivered to the trustee or other holder of a mortgage or other lien constituting a prior lien or lien prior hereto, in accordance with the provisions thereof and a Treasurer's certificate to that effect shall have been furnished to the Corporate Trustee), and (if paid over to the Corporate Trustee hereunder) 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 61 hereof.

Opinion of counsel

Application of proceeds

SECTION 63. In case the mortgaged and pledged property shall be in the possession of a receiver or trustee, lawfully appointed, the powers hereinbefore conferred upon the Company with respect to the sale or other disposition of the mortgaged and pledged property or the withdrawal of cash may be exercised, with the approval of the Corporate Trustee, by such receiver or trustee, notwithstanding the Company may be in default and any request, certificate, appointment or approval made or signed by such receiver or trustee for such purposes shall be as effective as if made by the Company or its Board of Directors or any of its officers or appointees in the manner herein provided; and if the Trustees or either of them shall be in possession of the mortgaged and pledged property under any provision of this Indenture, then such powers may be exercised by the Trustees in their discretion notwithstanding the Company may be in default.

If property in hands of receiver or trustee

Notwithstanding the existence of a default in the payment of interest on any bonds outstanding hereunder or the existence of a completed default specified in Section 65 hereof, the Trustees may release from the lien hereof any part of the mortgaged and pledged property or permit the withdrawal of cash, upon compliance with the other conditions specified in this Article in respect thereof.

Notwithstanding default Trustees may release property

Purchaser in good faith not put on inquiry

SECTION 64. No purchaser in good faith of property purporting to have been released hereunder shall be bound to ascertain the authority of the Trustees to execute the release, or to inquire as to any facts required by the provisions hereof for the exercise of this authority; nor shall any purchaser or grantee of any property or rights permitted by this Article to be sold, granted, exchanged or otherwise disposed of, be under obligation to ascertain or inquire into the authority of the Company to make any such sale, grant, exchange or other disposition.

ARTICLE XII.

Remedies of Trustees and Bondholders upon Default.

What constitutes completed default

SECTION 65. Upon the occurrence of any one or more of the following events (herein sometimes called "completed defaults"), viz:

(*a*) Default in payment of the principal of any bond hereby secured when the same shall have become due and payable, whether at maturity as therein expressed, or otherwise; or

(*b*) Default continued for sixty (60) days in the payment of any interest upon any bond hereby secured; or

(*c*) Default in the payment of any interest upon or principal (whether at maturity as therein expressed or by declaration, or otherwise) of any outstanding prior lien bonds continued beyond the period of grace, if any, specified in the prior lien securing the same; or

(*d*) Default in the covenants of the Company with respect to bankruptcy, insolvency or receivership contained in Section 44 hereof; or

(*e*) Default continued for ninety (90) days after notice to the Company from the Corporate Trustee in the performance of any other covenant, agreement or condition contained herein or in any indenture supplemental hereto or in any bond secured hereby;

Declaration of principal and accrued interest due upon default

the Trustees may, and upon written request of the holders of twenty-five per centum (25%) in principal amount of the bonds then outstand-

ing hereunder, shall, by notice in writing delivered to the Company, declare the principal of all bonds hereby secured then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable; subject, however, to the right of the holders of a majority in principal amount of all outstanding bonds, by written notice to the Company and to the Trustees to annul such declaration and destroy its effect at any time before any sale hereunder, if, before any such sale, all agreements with respect to which default shall have been made shall be fully performed or made good, and all arrears of interest upon all bonds outstanding hereunder and the reasonable expenses and charges of the Trustees, their agents and attorneys, and all other indebtedness secured hereby, except the principal of any bonds not then due by their terms and interest accrued on such bonds since the last interest payment date, shall be paid, or the amount thereof shall be paid to the Trustees for the benefit of those entitled thereto. Whenever in this Article it is provided that any action may be requested, directed or taken by a stated percentage of bonds then outstanding hereunder, in arriving at such percentage bonds shall be subject to challenge and exclusion on the same grounds that they may be challenged as provided in Section 113 hereof.

Holders of majority in p.a. of bonds may annul declaration

SECTION 66. Upon the occurrence of one or more completed defaults, the Company, upon demand of the Trustees, shall forthwith surrender to the Trustees the actual possession of, and it shall be lawful for the Trustees, by such officer or agent as they may appoint, to take possession of, all the mortgaged and pledged property (with the books, papers and accounts of the Company) and to hold, operate and manage the same, and from time to time to make all needful repairs and such extensions, additions and improvements as to the Trustees shall seem wise; and to receive the tolls, rents, revenues, issues, earnings, income, products and profits thereof, and out of the same to pay all proper costs and expenses of so taking, holding and managing the

Trustees may take possession and operate

Application of income

same, including reasonable compensation to the Trustees, their agents and counsel, and any charges of the Trustees hereunder, and any taxes and assessments and other charges prior to the lien of this Indenture which the Trustees may deem it wise to pay, and all expenses of such repairs, extensions, additions and improvements, and to apply the remainder of the moneys so received by the Trustees, subject to the provisions of Section 75 hereof with respect to extended, transferred or pledged coupons or claims for interest, first to the payment of the instalments of interest which are due and unpaid, in the order of their maturity, and next, if the principal of any of said bonds is due, to the payment of the principal and accrued interest thereon at the same rate as is expressed in the bonds *pro rata* without any preference or priority whatever, except as aforesaid. Whenever all that is due upon such bonds and instalments of interest and under any of the terms of this Indenture shall have been paid and all defaults made good, the Trustees shall surrender possession to the Company, its successors or assigns; the same right of entry, however, to exist upon any subsequent default.

When Trustees shall surrender possession to Company

SECTION 67. Upon the occurrence of one or more completed defaults, the Trustees, by such officer or agent as they may appoint, with or without entry, may, if at the time such action shall be lawful, sell all the mortgaged and pledged property as an entirety, or in such parcels as the holders of a majority in principal amount of the bonds outstanding hereunder shall in writing request, or in the absence of such request, as the Trustees may determine, at public auction, at some convenient place in the City of Boise, Idaho, or such other place or places as may be required by law, having first given notice of such sale by publication in at least one daily newspaper of general circulation, published in the City of Boise, Idaho (if there be such a daily newspaper), at least once a week for four (4) weeks next preceding such sale, and by like publication in at least one daily newspaper of general circulation published in the Borough of Manhattan, The City of New York, and any other notice which may be required by law, and from time to time to adjourn such

Power to sell all the mortgaged property

Notice

sale in its discretion by announcement at the time and place fixed for such sale without further notice, and upon such sale to make and deliver to the purchaser or purchasers a good and sufficient deed or deeds for the same, which sale shall, to the extent then permitted by law, be a perpetual bar, both at law and in equity, against the Company and all persons, firms and corporations lawfully claiming or who may claim by, through or under it.

Judicial proceedings

SECTION 68. In case of the breach of any of the covenants or conditions of this Indenture, the Trustees shall have the right and power to take appropriate judicial proceedings for the enforcement of their rights and the rights of the bondholders hereunder. In case of a completed default hereunder, the Trustees may either after entry, or without entry, proceed by suit or suits at law or in equity to enforce payment of the bonds then outstanding hereunder and to foreclose this mortgage and to sell the mortgaged and pledged property under the judgment or decree of a court of competent jurisdiction; and it shall be obligatory upon the Trustees to take action, either by such proceedings or by the exercise of their powers with respect to entry or sale, as they may determine, upon being requested so to do by the holders of twenty-five per centum (25%) in principal amount of the bonds then outstanding hereunder and upon being indemnified as hereinafter provided. No bondholder or bondholders shall be entitled to take any such proceeding except in case of refusal or neglect of the Trustees to act after such completed default and such request and tender of indemnity as aforesaid, subject, however, to the provisions of Section 79 hereof.

Remedies to be cumulative

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

Delay, etc. not to be a waiver of rights

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed

to be a waiver of any such default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Waiver of default not to extend to subsequent defaults

No waiver of any default hereunder, whether by the Trustees or by the bondholders, shall extend to or shall affect any subsequent default or shall impair any rights or remedies consequent thereon.

Holders of majority in p.a. of bonds may direct sale, etc. of property

SECTION 69. Anything in this Indenture to the contrary notwithstanding, the holders of a majority in principal amount of the bonds then outstanding hereunder shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustees, to direct the method and place of conducting all proceedings to be taken for any sale of the mortgaged and pledged property, or for the foreclosure of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Appointment of receiver

SECTION 70. In case of a completed default hereunder, and upon the filing of a bill in equity or other commencement of judicial proceedings to enforce the rights of the Trustees and of the bondholders under this Indenture, the Trustees shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the mortgaged property, and of the tolls, rents, revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer, whether or not the mortgaged and pledged property shall be adequate to satisfy the bonds then outstanding.

All bonds to become due and payable upon sale of property

SECTION 71. Upon any sale being made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, the principal of all bonds then secured hereby, if not previously due, shall become and be immediately due and payable.

Purchase by bondholders or Trustee

SECTION 72. Upon any sale made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture, any bondholder or bondholders or the Trustees may bid for and purchase the mortgaged and pledged property or any part thereof and upon compliance with the terms of sale may hold, retain and possess and dispose of such property in his, their or its own absolute right without further accountability, and any purchasers at any such sale may, in paying the purchase money, turn in any of the bonds and coupons or claims for interest outstanding hereunder in lieu of cash to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon, subject, however, to the provisions in respect to extended, pledged and transferred coupons and claims for interest contained in Section 75 hereof. Said bonds and coupons, in case the amounts so payable thereon shall be less than the amount due thereon, shall be returned to the holders thereof after being appropriately stamped to show partial payment.

Receipt of Trustees or officer of sale to be a discharge to purchaser

SECTION 73. Upon any sale made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for the foreclosure, or otherwise for the enforcement, of this Indenture, the receipt of the Trustees or of the officer making such sale shall be a sufficient discharge to the purchaser or purchasers at any sale for his or their purchase money and such purchaser or purchasers, his or their assigns or personal representatives, shall not, after paying such purchase money and receiving such receipt of the Trustees or of such officer therefor, be obliged to see to the application of such purchase money, or be in any wise answerable for any loss, misapplication or non-application thereof.

Effect of sale on rights of Company

SECTION 74. Any sale made either under the power of sale hereby given or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Indenture shall, if and to the extent then permitted by law, operate to divest all right, title,

interest, claim and demand whatsoever, either at law or in equity, of the Company of, in and to the property so sold, and be a perpetual bar both at law and in equity against the Company, its successors and assigns and against any and all persons, firms or corporations claiming or who may claim the property sold, or any part thereof, from, through or under the Company, its successors or assigns.

Disposition of proceeds of sale

SECTION 75. The proceeds of any sale made either under the power of sale hereby given, or under judgment or decree in any judicial proceedings for the foreclosure or otherwise for the enforcement of this Indenture, together with any other amounts of cash which may then be held by the Trustees or either of them, as part of the mortgaged and pledged property shall be applied, as follows:

Order of application:
(1) Taxes, etc. compensation of Trustees

First.—To the payment of all taxes, assessments, governmental charges, prior liens and liens prior to the lien of this Indenture, except those subject to which such sale shall have been made, and of all the costs and expenses of such sale, including reasonable compensation to the Trustees, their agents and attorneys, and of all other sums payable to the Trustees hereunder by reason of any expenses or liabilities incurred or advances made in connection with the management or administration of the trusts hereby created;

(2) Principal and interest

Second.—To the payment in full of the amounts then due and unpaid for principal and interest upon the bonds then secured hereby; and in case such proceeds shall be insufficient to pay in full the amounts so due and unpaid, then to the payment thereof ratably, with interest on the overdue principal at the rates expressed in the bonds, without preference or priority of principal over interest, or of interest over principal, or of any instalment of interest over any other instalment of interest; *provided, however,* that if the time for the payment of any coupon or claim for interest upon any of the bonds secured hereby shall have been extended (except pursuant to action taken under Article XVIII hereof) by or with the consent of the Company, or if any thereof at or after maturity shall have been trans-

ferred or pledged separate from the bond to which they relate, such coupons or claims for interest shall not be entitled in case of default hereunder to the benefit or security of this Indenture except after the prior payment in full of the principal of all bonds issued hereunder and then secured hereby and of all coupons and claims for interest on such bonds the payment of which has not been so extended, or not so transferred or pledged; but the foregoing provisions of this paragraph *Second* shall not be applicable to any coupon or claim for interest the time for the payment of which shall have been extended, if such extension be pursuant to a plan proposed by the Company to all holders of any one or more series of bonds then outstanding and accepted by and binding upon the holder of such coupon or claim for interest;

(3) Surplus to Company

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

Waiver of advantage of any appraisement, valuation, stay, extension or redemption laws, and of rights to marshal assets

SECTION 76. In case of a default on its part, as aforesaid, to the extent that such rights may then lawfully be waived, neither the Company nor any one claiming through or under it shall or will set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the mortgaged and pledged property may be situated, in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the mortgaged and pledged property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, but the Company, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may so do, the benefit of all such laws and all right of appraisement and redemption to which it may be entitled under the laws of the State of Idaho or of any other state where any of the mortgaged and pledged property may be situated. And the Company, for itself and all who may claim through or under it, waives any and all right to have the estates comprised in the security

intended to be created hereby marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the mortgaged and pledged property as an entirety.

Payment of principal and interest by Company

SECTION 77. The Company covenants that if default shall be made in the payment of the principal of any bond hereby secured when the same shall become payable, whether by the maturity of said bonds or otherwise, then upon demand of the Trustees, the Company will pay to the Trustees, for the benefit of the holders of the bonds and coupons then secured hereby, the whole amount due and payable on all such bonds and coupons for principal and interest, with interest upon the overdue principal at the same rate borne by the bonds which are overdue, and in case the Company shall fail to pay the same forthwith upon such demand, the Trustees in their own names and as trustees of an express trust shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid, and in case of the pendency of any receivership, insolvency or bankruptcy proceeding affecting the Company or its property, to file and prove a claim for the whole amount so due and unpaid, with interest as aforesaid.

Judgment may be taken by Trustee

The Trustees, to the extent permitted by law, shall be entitled to sue and recover judgment and/or to file and prove such claim as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the mortgaged and pledged property, and in case of a sale of any of the mortgaged and pledged property and of the application of the proceeds of sale to the payment of the debt hereby secured, the Trustees in their own names and as trustees of an express trust shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all the bonds and coupons then outstanding hereunder, for the benefit of the holders thereof, and the Trustees shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustees and no

Lien of Indenture not to be affected by judgment or levy of execution thereon

levy of any execution upon any such judgment upon any of the mortgaged and pledged property or upon any other property, shall in any manner or to any extent affect the lien of this Indenture upon the mortgaged and pledged property or any part thereof, or any rights, powers or remedies of the Trustees hereunder, or any lien, rights, powers or remedies of the holders of the said bonds, but such lien, rights, powers and remedies of the Trustees and of the bondholders shall continue unimpaired as before. In case of any receivership, insolvency, bankruptcy or other similar proceedings affecting the Company or its property, the Trustees shall be entitled to file and prove a claim for the entire amount due and payable by the Company under this Indenture at the date of the institution of such proceedings and for any additional amount which may become due and payable by the Company hereunder after such date, without regard to or deduction for any amount which may have been or which may thereafter be received, collected or realized by the Trustees from or out of the mortgaged and pledged property or any part thereof or from or out of the proceeds thereof or any part thereof; but shall not be entitled to consent to any composition or plan of reorganization on behalf of any bondholder unless by him specifically authorized so to do.

Right of Corporate Trustee in case of receivership, insolvency or bankruptcy proceedings

Application of moneys collected

Any moneys thus collected or received by the Trustees under this Section shall be applied by them first, to the payment of their expenses, disbursements and compensation and the expenses, disbursements and compensation of their agents and attorneys, and, second, toward payment of the amounts then due and unpaid upon such bonds and coupons in respect of which such moneys shall have been collected, ratably and without preference or priority of any kind (subject to the provisions of Section 75 hereof with respect to extended, transferred or pledged coupons and claims for interest), according to the amounts due and payable upon such bonds and coupons, respectively, at the date fixed by the Trustees for the distribution of such moneys, upon presentation of the several bonds and coupons and upon stamping such payment thereon, if partly paid, and upon surrender thereof, if fully paid.

Possession of bonds unnecessary in action by Trustees

SECTION 78. All rights of action (including the right to file proof of claim) under this Indenture or under any of the bonds or coupons may be enforced by the Trustees without the possession of any of the bonds or coupons or the production thereof in any trial or other proceeding relating thereto and any such suit or proceeding instituted by the Trustees shall be brought in their names as Trustees and any recovery of judgment shall be for the equal benefit of the holders of the outstanding bonds and coupons, subject to the provisions of Section 75 hereof with respect to extended, transferred or pledged coupons and claims for interest.

Limitation upon right of bondholders to institute legal proceedings

SECTION 79. No holder of any bond or coupon shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless such holder shall have previously given to the Trustees written notice of a completed default, nor unless also the holders of twenty-five per centum (25%) in principal amount of the bonds then outstanding hereunder shall have made written request to the Trustees and shall have offered them reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or preceeding in their own names, nor unless also they shall have offered to the Trustees adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared in every such case at the option of the Trustees to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for foreclosure or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the bonds or coupons shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the

manner herein provided and for the equal benefit of all holders of outstanding bonds and coupons. Nothing in this indenture contained shall, however, affect or impair the right of any bondholder which is absolute and unconditional to enforce the payment of the principal of and interest on his bonds at and after the maturity thereof or the obligation of the Company which is also absolute and unconditional to pay the principal of and interest on each of the bonds issued hereunder to the respective holders thereof at the time and place in said bonds and the appurtenant coupons expressed.

Waiver of period of grace

SECTION 80. The Company may waive any period of grace provided for in this Article.

If proceedings abandoned

SECTION 81. In case the Trustees shall have proceeded to enforce any right under this Indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustees, then and in every such case the Company and the Trustees shall be restored to their former positions and rights hereunder with respect to the mortgaged and pledged property, and all rights, remedies and powers of the Trustees shall continue as if no such proceedings had been taken.

ARTICLE XIII.

Evidence of Rights of Bondholders and Ownership of Bonds.

Execution of instrument by bondholders

SECTION 82. Any request, declaration or other instrument, which this Indenture may require or permit to be signed and executed by the bondholders, may be in any number of concurrent instruments of similar tenor, and shall be signed or executed by such bondholders in person or by attorney appointed in writing. Proof of the execution of any such request or other instrument, or of a writing appointing any such attorney, or of the holding by any person of the bonds or coupons appertaining thereto, shall be sufficient for any purpose of this Inden-

Proof of execution:

ture (except as otherwise herein expressly provided) if made in the following manner:

(a) Notary's certificate

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

(b) Certificate of trust company, banks, etc.

(*b*) The amount of bonds transferable by delivery held by any person executing such request or other instrument as a bondholder, and the series and serial numbers thereof, held by such person, and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, banker or other depositary wherever situated, if such certificate shall be deemed by the Corporate Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with such depositary the bonds described in such certificate. The Trustees or either of them may nevertheless in their discretion require further proof in cases where they deem further proof desirable. The ownership of registered bonds shall be proved by the registry books.

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

Ownership of temporary or coupon bonds

SECTION 83. The Company and the Trustees may deem and treat the bearer of any temporary or coupon bond outstanding hereunder, which shall not at the time be registered as to principal hereinbefore authorized, and the bearer of any coupon for interest on any such bond, whether such bond shall be registered or not, as the absolute owner of such bond or coupon, as the case may be, for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

Ownership of registered bonds

The Company and the Trustees may deem and treat the person in whose name any fully registered bond outstanding hereunder shall be

registered upon the books of the Company, as herein authorized, as the absolute owner of such bond for the purpose of receiving payment of or on account of the principal of and interest on such bond and for all other purposes, and they may deem and treat the person in whose name any coupon bond shall be so registered as to principal as the absolute owner thereof for the purpose of receiving payment of or on account of the principal thereof and for all other purposes, except to receive payment of interest represented by outstanding coupons; and all such payments so made to any such registered holder, or upon his order, shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the Company nor the Trustees shall be affected by any notice to the contrary.

Inspection of bonds

Neither the Company nor the Trustees shall be bound to recognize any person as the holder of a bond outstanding under this Indenture unless and until his bond is submitted for inspection, if required, except as may otherwise be provided by regulations made under Section 109 hereof, and his title thereto satisfactorily established, if disputed.

ARTICLE XIV.

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

No recourse clause

SECTION 84. No recourse under or upon any obligation, covenant or agreement contained in this Indenture or in any indenture supplemental hereto, or in any bond or coupon hereby secured, or because of the creation of any indebtedness hereby secured, shall be had against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any predecessor or successor corporation, as such, either directly or through the Company or any predecessor or successor corporation, under any rule of law, statute, constitution or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and understood that this Indenture, any indenture supplemental

hereto and the obligations hereby and thereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, such incorporators, subscribers to the capital stock, stockholders, officers or directors of the Company or of any predecessor or successor corporation, or any of them, as such, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture or in any indenture supplemental hereto or in any of the bonds or coupons hereby secured, or implied therefrom, and that any and all such personal liability of every name and nature, and any and all rights and claims against every such incorporator, subscriber to the capital stock, stockholder, officer or director, as such, whether arising at common law or in equity, or created by rule of law, statute, constitution or otherwise, are expressly released and waived as a condition of, and as part of the consideration for, the execution of this Indenture and the issue of the bonds and interest obligations secured hereby.

ARTICLE XV.

Effect of Merger, Consolidation, Etc.

Company may merge, consolidate, etc. upon certain terms

SECTION 85. Nothing in this Indenture shall prevent any consolidation of the Company with, or merger of the Company into, any corporation having corporate authority to carry on any of the businesses mentioned in Section 4 of this Indenture, or any conveyance, transfer or lease, subject to the lien of this Indenture, of all or substantially all of the mortgaged and pledged property as an entirety to any corporation lawfully entitled to acquire or lease or operate the same;

Covenant against impairment of lien

provided, however, and the Company covenants and agrees, that such consolidation, merger, conveyance, transfer or lease shall be upon such terms as fully to preserve and in no respect to impair the lien or security of this Indenture, or any of the rights or powers of the Trustees or the bondholders hereunder; and provided, further, that any such

lease shall be made expressly subject to immediate termination by the Company or by the Trustees at any time during the continuance of a completed default hereunder, and also by the purchaser of the property so leased at any sale thereof hereunder, whether such sale be made under the power of sale hereby conferred or under judicial proceedings; and provided further, that, upon any such consolidation, merger, conveyance or transfer, or upon any such lease the term of which extends beyond the date of maturity of any of the bonds secured hereby, the due and punctual payment of the principal and interest of all said bonds according to their tenor and the due and punctual performance and observance of all the covenants and conditions of this Indenture to be kept or performed by the Company shall be expressly assumed in writing by the corporation formed by such consolidation or into which such merger shall have been made, or acquiring all or substantially all the mortgaged and pledged property as an entirety, as aforesaid, or by the lessee under any such lease the term of which extends beyond the date of maturity of any of the bonds secured hereby.

Assumption of obligation

SECTION 86. In case the Company, as permitted by Section 85 hereof, shall be consolidated with or merged into any other corporation, or shall convey or transfer, subject to the lien of this Indenture, all or substantially all the mortgaged and pledged property as an entirety, the successor corporation formed by such consolidation, or into which the Company shall have been merged, or which shall have received a conveyance or transfer as aforesaid—upon executing and causing to be recorded an indenture with the Trustees, satisfactory to the Trustees, whereby such successor corporation shall assume and agree to pay, duly and punctually, the principal of and interest on the bonds issued hereunder in accordance with the provisions of said bonds and coupons and this Indenture, and shall agree to perform and fulfill all the covenants and conditions of this Indenture to be kept or performed by the Company—shall succeed to and be substituted for the Company with the same effect as if it had been named herein, and shall have and may

Right of successor corporation

Execution of Indenture

exercise under this Indenture the same powers and rights as the Company, and (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing general powers and rights) such successor corporation thereafter may cause to be executed, authenticated and delivered, either in its own name or in the name of Idaho Power Company, as its name shall then exist, in respect of property of the character defined in Section 4 hereof as property additions, such bonds as could or might have been executed, issued and delivered by the Company had it acquired such property of such character by purchase on or after the date of such consolidation, merger, conveyance or transfer, and had such consolidation, merger, conveyance or transfer not occurred, and upon the order of such successor corporation in lieu of the Company, and subject to all the terms, conditions and restrictions in this Indenture prescribed, concerning the authentication and delivery of bonds, the Corporate Trustee shall authenticate and deliver any bonds which shall have been previously signed and delivered by the officers of the Company to the Corporate Trustee for authentication, and such bonds as the successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be executed and delivered to the Corporate Trustee for such purpose, and such successor corporation shall also have and may exercise in respect of the property of such character, and subject to all the terms, conditions and restrictions in this Indenture prescribed applicable thereto, whether as to withdrawal of cash, release of property, credit under Section 38 or Section 39 hereof, or otherwise, the same powers and rights which the Company might or could exercise had it acquired the property of such character by purchase on or after the date of such consolidation, merger, conveyance or transfer, and had such consolidation, merger, conveyance or transfer not occurred. All the bonds so issued shall in all respects have the same legal right and security as the bonds theretofore issued in accordance with the terms of this Indenture as though all of said bonds had been authenticated and delivered at the date of the execution hereof. As a condition precedent to the execu-

Issuance of bonds, etc. on basis of property additions by successor corporation

Proviso

tion by such successor corporation and the authentication and delivery by the Corporate Trustee of any such additional bonds or the withdrawal of cash or the release of property, under any of the provisions of this Indenture or the taking of a credit under Section 38 or Section 39 hereof, on the basis of property of the character defined in this Indenture as property additions acquired, made or constructed by the successor corporation or by any corporation with which the Company or any successor corporation may be so consolidated or into which the Company or any successor corporation may be so merged or to which the Company or any successor corporation may make any such conveyance, the indenture with the Trustees to be executed and caused to be recorded by the successor corporation as in this Section provided, or a subsequent indenture, shall contain a conveyance or transfer and mortgage in terms sufficient to subject such property to the lien hereof; and provided further that the lien created thereby and the lien thereon shall have similar force, effect and standing as the lien of this Indenture would have if the Company should not be consolidated with or merged into such other corporation or should not convey or transfer, subject to this Indenture, all or substantially all the mortgaged and pledged property as an entirety, as aforesaid, to such successor corporation, and should itself on or after the date of such consolidation, merger, conveyance or transfer, acquire or construct such property, and in respect thereof should request the authentication and delivery of bonds or the withdrawal of cash or the release of property under the provisions of this Indenture or take a credit under Section 38 or Section 39 hereof.

Opinion of counsel

The Trustees may receive an opinion of counsel as conclusive evidence that any such assumption and any such lien and any such indenture complies with the foregoing conditions and provisions of this Section.

Extent of lien in case of consolidation, etc.

SECTION 87. In case the Company, as permitted by Section 85 of this Indenture, shall be consolidated with or merged into any other

corporation, or shall convey or transfer, subject to this Indenture, all or substantially all the mortgaged and pledged property as an entirety as aforesaid, neither this Indenture nor the indenture with the Trustees to be executed and caused to be recorded by the successor corporation as in Section 86 hereof provided, shall, unless such indenture shall otherwise provide, become or be a lien upon any of the properties or franchises of the successor corporation except (*a*) those acquired by it from the Company, and improvements, extensions and additions thereto and renewals and replacements thereof, (*b*) the property made and used by the successor corporation as the basis under any of the provisions of this Indenture for the authentication and delivery of additional bonds or the withdrawal of cash or the release of property or a credit under Section 38 or Section 39 hereof, and (*c*) such franchises, repairs and additional property as may be acquired, made or constructed by the successor corporation (1) to maintain, renew and preserve the franchises covered by this Indenture or (2) to maintain the property mortgaged and intended to be mortgaged hereunder as an operating system or systems in good repair, working order and condition, or (3) in pursuance of some covenant or agreement hereof to be kept or performed by the Company.

ARTICLE XVI.

Concerning the Trustees.

Acceptance of trust

SECTION 88. The Trustees accept the trust hereby created but only upon the terms and conditions set forth in this Article, to all of which the holders of the bonds at any time issued hereunder by the acceptance thereof agree.

Recitals deemed made by Company

SECTION 89. The recitals of fact herein contained shall be taken as the statements of the Company and the Trustees assume no responsibility for the correctness of the same. The Trustees make no repre-

sentations as to the value of the mortgaged and pledged property or any part thereof, or as to the title of the Company thereto, or as to the security afforded thereby and hereby, or as to the validity of this Indenture or of the bonds or coupons issued hereunder, and the Trustees shall incur no responsibility in respect of such matters.

Trustees under no duty with respect to recording, filing, etc.

SECTION 90. The Trustees shall be under no duty to file or record or cause to be filed or recorded this Indenture, or any instruments supplemental hereto, as a mortgage, conveyance or transfer of real or personal property, or otherwise, or to re-file or re-record or renew the same, or to procure any further, other, or additional instruments of further assurance, or to see to the delivery to them of any personal property intended to be mortgaged or pledged hereunder, or to do any other act which may be suitable to be done for the better maintenance or continuance of the lien or security hereof, or for giving notice of the existence of such lien, or for extending or supplementing the same or to see that any property intended now or hereafter to be conveyed in trust hereunder is subjected to the lien hereof. The Trustees shall not be liable for failure of the Company to insure or renew insurance or

Insurance

for responsibilities of insurers, or for the adequacy of any method or plan of protection against loss by fire adopted by the Company as permitted by the provisions of Section 37 hereof, or for the failure of the Company to pay any tax or taxes in respect of the mortgaged

Taxes

and pledged property, or any part thereof, or otherwise, nor shall the Trustees be under any duty in respect of any tax which may be assessed against them or the owners of the bonds outstanding hereunder in respect of the mortgaged and pledged property. The Trustees shall

Securities held by Trustees

be under no duty or responsibility with respect to the validity or value of any securities at any time held by them hereunder. The Trustees

Disposition of bonds and proceeds

shall be under no responsibility or duty with respect to the disposition of the bonds authenticated and delivered hereunder or the application of the proceeds thereof or the application of any moneys paid to the Company under any of the provisions hereof.

Trustees acting through agents, etc.

SECTION 91. The Trustees may execute any of the trusts or powers hereof and perform any duty hereunder, either themselves or by or through their attorneys or agents, and they shall not be answerable or accountable for any act, default, neglect, or misconduct of any such attorneys or agents, if reasonable care shall have been exercised in the appointment and retention thereof, nor shall the Trustees be otherwise answerable or accountable under any circumstances whatsoever, except for their own negligence or bad faith. Whenever it is provided in this Indenture that the Trustees shall take any action either upon the happening of a specified event or upon the fulfillment of any condition or upon the request of the Company, the Trustees taking such action shall have full power to give any and all notices and to do any and all acts and things incidental to such action. The Trustees shall

Liability of Trustees

not be liable in case of entry by them upon the mortgaged and pledged property for debts contracted or liability or damages incurred in the management or operation of said property.

Trustees not required to inquire as to performance, etc.

SECTION 92. The Trustees shall not be required, save as herein specifically provided, to ascertain or inquire as to the performance of any of the covenants or agreements herein contained on the part of the Company. The Trustees shall not be under any obligation to take

Action by Trustees

any action in respect of any default or otherwise, or toward the execution or enforcement of any of the trusts hereby created, or to institute, appear in or defend any suit or other proceeding in connection therewith, unless requested in writing so to do by the holders of twenty-five per centum (25%) in principal amount of the bonds then outstanding

Trustees' discretion

hereunder; but this provision shall not affect any discretionary power herein given to the Trustees or either of them. Anything in this Indenture to the contrary notwithstanding, the Trustees shall be under no

Indemnity

obligation or duty to perform any act hereunder or to institute or defend any suit in respect hereof, unless properly indemnified to their satisfaction.

Notice by Trustees to Company

SECTION 93. Except as herein otherwise provided, any notice or demand which by any provision of this Indenture is required or permitted to be given or served by the Trustees on the Company shall be deemed to have been sufficiently given and served, for all purposes, by being deposited postage prepaid in a postoffice letter box in the City of New York, addressed (until another address is filed by the Company with the Trustees), as follows: Idaho Power Company, Boise, Idaho.

Trustees protected

SECTION 94. The Trustees or either of them shall be protected in acting upon any notice, resolution, request, consent, order, certificate, appraisal, report, opinion, bond, or other paper or document believed by them or either of them to be genuine and to have been signed or presented by the proper party or parties. The Trustees may consult with counsel and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by them hereunder in good faith and in accordance with the opinion of such counsel. The Trustees shall not be under any responsibility for the selection, appointment or approval of any engineer, appraiser, or counsel or of any other person or firm for any of the purposes expressed in this Indenture. Any resolution of the Board of Directors or Executive Committee shall be evidenced to the Trustees by a copy thereof certified as such by the Secretary or an Assistant Secretary of the Company, and the Trustees may accept such copy as conclusive evidence of the adoption of such resolution and of the facts and statements therein contained.

Trustees may consult counsel

As to selection of engineer, appraiser or counsel

Resolution

Sufficiency of evidence for issuance of bonds, etc.

SECTION 95. Upon any application for the authentication and delivery of bonds hereunder or for the payment of any moneys held by the Trustees or either of them under any provision of this Indenture, or for the execution of any release, or upon any other application to the Trustees hereunder, the resolutions, certificates, statements, opinions, appraisals, reports, documents, and orders required by any of the provisions of this Indenture to be delivered to the Trustees or to the Corporate Trustee as a condition of the granting of such application may

be received by the Trustees or by the Corporate Trustee as conclusive evidence of any fact or matter therein set forth and shall be full warrant, authority and protection to the Trustees or to the Corporate Trustee acting on the faith thereof, not only in respect of the facts but also in respect of the opinions therein set forth; and before granting any such application the Trustees or the Corporate Trustee shall not be bound to make any further investigation into the matters stated in any such resolution, certificate, statement, opinion, appraisal, report, document, or order, but if requested in writing so to do by the holders of not less than twenty-five per centum (25%) in principal amount of the outstanding bonds and only if furnished with adequate security and indemnity against the costs and expenses of such examination, the Trustees or the Corporate Trustee shall make such further investigation as to them or it may seem proper. If the Trustees or the Corporate Trustee shall determine or shall be requested, as aforesaid, to make such further inquiry, they or it shall be entitled to examine the books, records and premises of the Company, either themselves or by agent or attorney; and unless satisfied, with or without such examination, of the truth and accuracy of the matters stated in such resolutions, certificates, statement, opinion, appraisal, report, document, or order, they or it shall be under no obligation to grant the application. If after such examination or other inquiry the Trustees or the Corporate Trustee shall determine to grant the application they or it shall not be liable for any action taken in good faith. The reasonable expense of every such examination shall be paid by the Company, or if paid by the Trustees or the Corporate Trustee shall be repaid by the Company, upon demand, with interest at the rate of six per centum (6%) per annum, and until such repayment, shall be secured by a lien on the mortgaged and pledged property and the proceeds thereof prior to the lien of the bonds and coupons issued hereunder.

Further investigation by Trustees

Expense of examination

Segregation of moneys with Trustees

SECTION 96. Subject to the provisions of Section 106 hereof, all moneys received by the Trustees or the Corporate Trustee or any

paying agent under any provision of this Indenture shall, until used or applied as herein provided, be held in trust for the purposes for which they were paid, but need not be segregated from other funds. The Corporate Trustee shall allow and credit to the Company interest on any moneys received by it hereunder at such rate as may be agreed upon with the Company from time to time and as may be permitted by law. The Corporate Trustee may act as depositary for the Company or any committee formed to protect the rights of holders of bonds or any other securities of the Company or to effect or aid in any reorganization growing out of the enforcement of the bonds or this Indenture, whether or not any such committee shall represent the holders of a majority in principal amount of the bonds outstanding hereunder.

Interest on moneys with Trustees

SECTION 97. The Company covenants and agrees to pay to the Trustees from time to time reasonable compensation for all services rendered hereunder, and also all their reasonable expenses, charges, counsel fees and other disbursements and those of their attorneys, agents, and employees, incurred in and about the administration and execution of the trusts hereby created, and the performance of their powers and duties hereunder. In default of such payments by the Company, the Trustees shall have a lien therefor on the mortgaged and pledged property and the proceeds thereof prior to the lien of the bonds and coupons issued hereunder.

Compensation of Trustees

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

Proof by certificate from Company

tee for any action taken or suffered by them or it under the provisions of this Indenture upon the faith thereof; but in their discretion the Trustees or the Corporate Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to them may seem reasonable.

Trustees may own bonds and coupons

SECTION 99. The Trustees or either of them may become the owner(s) of bonds and coupons secured hereby, with the same rights they would have if they were not Trustees.

Resignation of Trustees

SECTION 100. The Trustees, or any successor or successors hereafter appointed, or any of them, may at any time resign and be discharged of the trusts hereby created by giving written notice to the Company and thereafter publishing notice thereof, specifying a date when such resignation shall take effect, once a week for three (3) successive calendar weeks in a daily newspaper published and of general circulation in the Borough of Manhattan, The City of New York, upon any secular day of each such calendar week and such resignation shall take effect upon the day specified in such notice unless previously a successor trustee shall have been appointed by the bondholders or the Company as hereinafter provided, and in such event such resignation shall take effect immediately on the appointment of such successor trustee.

Removal of Trustees

SECTION 101. The Trustees or either of them, or any successor or successors hereafter appointed, may be removed at any time by an instrument or concurrent instruments in writing filed with the Corporate Trustee, or a successor corporate trustee, and signed and acknowledged by the holders of a majority in principal amount of the bonds then outstanding hereunder or by their attorneys in fact duly authorized.

Appointment of successor Trustee

SECTION 102. In case at any time any Corporate Trustee, Individual Trustee or other Trustee, or any successor or successors here-

after appointed, shall resign, or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver of any Corporate Trustee, Individual Trustee or other Trustee or of any such successor or of its or his property shall be appointed, or if any public officer shall take charge or control of any corporate trustee, individual trustee or other trustee or of any such successor or of its or his property or affairs, a successor or successors may be appointed by the holders of a majority in principal amount of the bonds then outstanding hereunder, by an instrument or concurrent instruments in writing signed and acknowledged by such bondholders or by their attorneys in fact duly authorized, and delivered to such new corporate trustee, individual trustee or other trustee, notification thereof being given to the Company, and the predecessor trustee; provided, nevertheless, that until a new corporate trustee, individual trustee or other trustee shall be appointed by the bondholders as aforesaid, the Company, by instrument executed by order of its Board of Directors and duly acknowledged by its proper officers, may appoint a corporate trustee, individual trustee or other trustee to fill such vacancy until a new corporate trustee, individual trustee or other trustee shall be appointed by the bondholders as herein authorized. The Company shall publish notice of any such appointment made by it once in each week for two (2) successive calendar weeks in a daily newspaper published and of general circulation in the Borough of Manhattan, The City of New York, upon any secular day of each such calendar week. Any new corporate trustee, individual trustee or other trustee appointed by the Company shall, immediately and without further act, be superseded by a corporate trustee, individual trustee or other trustee appointed by the bondholders, as above provided.

If in a proper case no appointment of a successor trustee shall be made pursuant to the foregoing provisions of this Section within six (6) months after a vacancy shall have occurred in the office of corporate trustee, individual trustee or other trustee the holder of any bond outstanding hereunder or any retiring corporate trustee, individual

trustee or other trustee may apply to any court of competent jurisdiction to appoint a successor corporate trustee, individual trustee or other trustee. Said court may thereupon after such notice, if any, as such court may deem proper and prescribe, appoint a successor corporate trustee, individual trustee or other trustee.

Any corporate trustee appointed under the provisions of this Section in succession to the Corporate Trustee shall be a trust company organized under the laws of New York, and doing business in the Borough of Manhattan, The City of New York, or a national banking association doing business in the Borough of Manhattan, The City of New York, having a capital and surplus aggregating at least Five Million dollars ($5,000,000), if there be such a trust company or national banking association willing and able to accept the trust on reasonable and customary terms.

Any individual trustee appointed in succession to R. G. Page shall always be an individual, a citizen of the United States of America, unless otherwise required by law.

Estates, rights, etc. of Trustees

SECTION 103. All the estates, rights, titles and interest by this Indenture conveyed or assigned or transferred to the Trustees are conveyed, assigned and transferred to them as joint tenants and not as tenants in common.

Notice, etc. on behalf of Company delivered to Corporate Trustee deemed delivered to both Trustees

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

Cash, securities, etc. to be held by Corporate Trustee

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

Title of such cash, securities, etc., to be in both Trustees

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

Individual Trustee may act on written request of Corporate Trustee

Whenever and so long as a trust company, a bank or a national banking association shall be one of the Trustees hereunder, any request in writing by such trust company, bank or national banking association to the Individual Trustee shall be a sufficient warrant for the Individual Trustee to take such action as may be so requested.

Individual Trustee may delegate to Corporate Trustee

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

Necessity and powers of individual Trustee

Said R. G. Page has been joined as trustee in order to comply with any legal requirements respecting trustees under mortgages or deeds of trust of property in the states, or some of them, in which the mortgaged premises or part thereof are situate, and shall as such trustee possess such powers, and such powers only, as may be necessary to comply with such requirements. If by reason of the repeal of such requirements, or for any other reason, it shall not be necessary, in the opinion of counsel satisfactory to the Corporate Trustee (who may be of counsel for the Company), that one of the trustees hereunder be an individual, and the Company shall file with the Corporate Trustee a written request for the removal of the Individual Trustee, said R. G. Page, or any successor, shall forthwith cease to be a trustee hereunder, and all powers of the Individual Trustee shall forthwith terminate, as shall his right, title or interest in and to the trust estate; and, unless and until

there shall be appointed a new trustee as successor to the Individual Trustee, all the right, title and powers of the Trustees shall devolve upon the Corporate Trustee and its successors alone.

Corporate Trustee may act without reference to individual Trustee

Any rights, powers or duties by any provisions of this Indenture conferred or imposed upon the Trustees may be exercised and performed by the Corporate Trustee alone without reference to the Individual Trustee in so far as permitted by law. Any rights, powers or duties by any provisions of this Indenture conferred or imposed upon the Trustees or the Corporate Trustee which may not be exercised and performed by the Corporate Trustee alone, or by the Individual Trustee and the Corporate Trustee jointly, may and shall be exercised and performed by the Individual Trustee without reference to the Corporate Trustee in so far as permitted by law.

Appointment of separate Trustees or co-trustees

If at any time, in order to conform to any law of any locality in which the Company now or at any time hereafter shall hold any property subject to the lien of this Indenture, it becomes necessary or prudent, or if the Corporate Trustee shall be advised by counsel satisfactory to it (who may be of counsel for the Company) that it is necessary or prudent in the interest of the bondholders so to do, or if the holders of a majority in principal amount of bonds outstanding under this Indenture shall in writing request the Corporate Trustee and the Company so to do, the Trustees and the Company shall unite in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint another bank or trust company having power so to act or one or more persons either to act as co-trustee or co-trustees of all or any of the property subject to the lien hereof, jointly with the Trustees originally named herein, or their successors, or to act as separate trustee or trustees of any such property, with such powers and duties, not inconsistent herewith, as may be specified in the instrument of appointment. In the event that the Company shall not have joined in such appointment within fifteen (15) days after the receipt by it of a request so to do, the Trustees alone shall have power to make such appointment.

Every separate trustee, every co-trustee and every successor trustee, other than any trustee which may be appointed as successor to Bankers Trust Company, shall, to the extent permitted by law, but to such extent only, be appointed subject to the following provisions and conditions, namely:

Conditions:

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

(1) Authentication, etc. of bonds

(2) The Company and the Corporate Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove any separate trustee or co-trustee appointed under this Section or otherwise, and may likewise and in like manner appoint a successor to such separate trustee or co-trustee so resigned or removed, anything herein contained to the contrary notwithstanding.

(2) Removal of separate trustee or co-trustee

Notice by bondholders to Corporate Trustee, notice to all Trustees

Any notice, request or other writing, by or on behalf of the holders of the bonds issued hereunder, delivered to Bankers Trust Company, or its successor in the trust, shall be deemed to have been delivered to the Individual Trustee and all of the then trustees or co-trustees as effectually as if delivered to each of them.

Contents, filing, etc. of instrument appointing Trustee

Every instrument appointing any trustee or trustees other than a successor to Bankers Trust Company shall refer to this Indenture and the conditions in this Article expressed, and upon the acceptance in writing by such trustee or trustees or co-trustee or co-trustees, he, they or it shall be vested with the estates or property specified in such instrument, either jointly with Bankers Trust Company, or its successor, or separately, as may be provided therein, subject to all the trusts, conditions and provisions of this Indenture; and every such instrument shall be filed with Bankers Trust Company or its successors in the trust.

Appointment of agent, etc. by individual Trustee or separate trustee or co-trustee

The Individual Trustee, or any separate trustee or trus-

tees, or any co-trustee or co-trustees, may at any time by an instrument in writing constitute Bankers Trust Company or its successor in the trust hereunder his, their or its agent or attorney-in-fact, with full power and authority, to the extent which may be authorized by law, to do all acts and things and exercise all discretion authorized or permitted by him, them or it, for and in behalf of him, them or it, and in his, their or its name. In case the Individual Trustee or any separate trustee or trustees or co-trustee or co-trustees, or a successor to any of them shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of said separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by Bankers Trust Company or its successor in the trust, until the appointment of a new trustee as successor to the Individual Trustee or to such separate trustee or co-trustee.

Incapacity, etc. of individual Trustee or separate trustee or co-trustee

Acceptance by successor trustee

SECTION 104. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor trustee, and also to the Company, an instrument accepting such appointment hereunder, and thereupon such successor trustee, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named as trustee herein; but the trustee ceasing to act shall nevertheless, on the written request of the Company, or of the successor trustee, or of the holders of ten per centum (10%) in principal amount of the bonds then outstanding hereunder, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor trustee all the right, title and interest of the trustee to which he or it succeeds in and to the mortgaged and pledged property and such rights, powers, trusts, duties and obligations, and the trustee ceasing to act shall also, upon like request, pay over, assign and deliver to the successor trustee any money or other property subject to the

Requirements of predecessor trustee upon retiring

lien of this Indenture, including any pledged securities which may then be in his or its possession. Should any deed, conveyance or instrument in writing from the Company be required by the new trustee for more fully and certainly vesting in and confirming to such new trustee such estates, properties, rights, powers, trust and duties, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Company.

Merger or consolidation of Corporate Trustee

SECTION 105. Any corporation into which the Corporate Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Corporate Trustee shall be a party or any corporation to which substantially all the business and assets of the Corporate Trustee may be transferred, provided such corporation shall be a trust company organized under the laws of the State of New York or a national banking association and shall have an office for the transaction of business in the Borough of Manhattan, The City of New York, shall be the successor trustee under this Indenture, without the execution or filing of any paper or the performance of any further act on the part of any other parties hereto, anything herein to the contrary notwithstanding. In case any of the bonds contemplated to be issued hereunder shall have been authenticated but not delivered, any such successor to the Corporate Trustee may adopt the certificate of authentication of the original Corporate Trustee or of any successor to it, as trustee hereunder, and deliver the said bonds so authenticated; and in case any of said bonds shall not have been authenticated, any successor to the Corporate Trustee may authenticate such bonds either in the name of any predecessor hereunder or in the name of the successor trustee, and in all such cases such certificate shall have the full force which it is anywhere in said bonds or in this Indenture provided that the certificate of the Corporate Trustee shall have; provided, however, that the right to authenticate bonds in the name of Bankers Trust Company shall apply only to its successor or successors by merger or consolidation.

Issuance of bonds authenticated by predecessor trustee

Authentication by successor trustee

ARTICLE XVII.

Discharge of Mortgage.

SECTION 106. The Trustees (and any trustee or trustees appointed pursuant to Section 102 or Section 103 hereof) may, and upon request of the Company shall, cancel and discharge the lien of these presents and of all indentures supplemental hereto and execute and deliver to the Company such deeds and instruments as shall be requisite to satisfy the lien hereof and of all indentures supplemental hereto, and reconvey and transfer to the Company the mortgaged and pledged property, whenever all indebtedness secured hereby shall have been paid, including all proper charges of the Trustees hereunder.

Bonds and interest obligations for the payment of which and bonds for the redemption of which moneys shall have been set apart by or deposited with the Corporate Trustee, with irrevocable direction so to apply the same, subject to the provisions of Section 119 hereof (with or without any additional right given to the holders to surrender their bonds or obtain therefrom payment therefor prior to the redemption date) shall for all purposes of this Indenture be deemed to have been paid; provided that in case of redemption the notice requisite to the validity of such redemption shall have been given or arrangements shall have been made insuring to the satisfaction of the Corporate Trustee that the same will be given; and provided, further, that no such bond and/or interest obligation shall be deemed to have been paid until at least ten days after the date when the principal, interest or redemption price shall have become payable, unless the funds deposited for the payment thereof shall have been deposited with irrevocable direction to segregate and hold the same as a separate trust fund for the benefit of the holders of such outstanding unpaid obligations.

ARTICLE XVIII.

Meetings of Bondholders.

Modification of Indenture

SECTION 107. Modifications and alterations of this Indenture and/or of any indenture supplemental hereto and/or of the rights and obligations of the Company and/or of the rights of the holders of bonds and coupons issued hereunder may be made as provided in the nine next succeeding Sections hereof numbered 108 to 116, both inclusive.

Call and notice of meeting

SECTION 108. The Corporate Trustee may at any time call a meeting of the bondholders and it shall call such a meeting on the written request of the Company, given pursuant to a resolution of its Board of Directors, or of the holders of fifteen per centum (15%) or more in the principal amount of the bonds outstanding hereunder at the time of such request. In the event of the Corporate Trustee's failing for ten (10) days to call a meeting after being thereunto requested by the Company or the bondholders as above set forth, holders of outstanding bonds to the amount above specified in this Section or the Company, pursuant to resolution of its Board of Directors, may call such meeting. Every such meeting called by and at the instance of the Corporate Trustee shall be held in the Borough of Manhattan, The City of New York, or with the written approval of the Company, at any other place in the United States of America, and written notice thereof, stating the place and time thereof and in general terms the business to be submitted, shall be mailed by the Corporate Trustee not less than thirty (30) days before such meeting (*a*) to each registered holder of bonds then outstanding hereunder addressed to him at his address appearing on the registry books, (*b*) to each holder of any such bond payable to bearer who shall have filed with the Corporate Trustee at its principal office an address for notices to be addressed to him, and (*c*) to the company addressed to it at Boise, Idaho (or at such other address as may be designated by the

Place when called by Corporate Trustee

Written notice

Publication

Company from time to time), and shall be published by the Corporate Trustee at least once a week for four (4) successive calendar weeks immediately preceding the meeting in a daily newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York; provided, however, that the mailing of such notice to any bondholders shall in no case be a condition precedent to the validity of any action taken at such meeting. If such meeting is called by or at the instance either of the Company or the bondholders, it shall be held at such place in the United States of America as may be specified in the notice calling such meeting and notice thereof shall be sufficient for all purposes hereof if given by newspaper publication as aforesaid stating the place and time of the meeting and in general terms the business to be transacted. Any meeting of bondholders shall be valid without notice if the holders of all bonds then outstanding hereunder are present in person or by proxy and if the Company and the Corporate Trustee are present by duly authorized representatives, or if notice is waived in writing before or after the meeting by the Company, the holders of all bonds outstanding hereunder or by such as are not present in person or by proxy and by the Corporate Trustee.

Place when called by Company or bondholders

Notice

When notice not required

Attendance at meetings

Certificate in lieu of production of unregistered bonds

SECTION 109. Officers and nominees of the Corporate Trustee and of the Company and the Individual Trustee may attend such meeting, but shall not as such be entitled to vote thereat. Attendance by bondholders may be in person or by proxy. In order that the holder of any bond payable to bearer and his proxy may attend and vote without producing his bond, the Corporate Trustee, with respect to any such meeting called by the Corporate Trustee, may make and from time to time vary such regulations as it shall think fit for deposit of bonds with, or the stamping of bonds by, any banks, bankers or trust or insurance companies, and for the issue by such institutions of certificates entitling the holders thereof to be present and vote at any such meeting and to appoint proxies to represent them and vote for them at any such meet-

ing in the same way as if the persons so present and voting, either personally or by proxy, were the actual bearers of the bonds in respect so made shall be binding and effective. In lieu of or in addition to providing for such deposit or stamping of bonds, the Corporate Trustee may, in its discretion, permit such institutions to issue certificates which shall entitle the holders thereof to vote at any meeting only if the bonds with respect to which they are issued are not produced at the meeting by any other person and are not at the time of the meeting registered in the name of any other person. If any such meeting shall have been called by bondholders or by the Company as aforesaid upon failure of the Corporate Trustee to call the same after having been so requested to do under the provisions of Section 108 hereof, regulations to like effect for such issue of certificates by any bank or trust company organized under the laws of the United States of America or of any state thereof, having a capital of not less than Five hundred thousand dollars ($500,000) shall be similarly binding and effective for all purposes hereof if adopted or approved by the bondholders calling such meeting or by the Board of Directors of the Company, if such meeting shall have been called by the Company, provided that in either such case copies of such regulations shall be filed with the Corporate Trustee.

Persons entitled to vote at meetings

SECTION 110. Subject to the restrictions specified in Sections 109 and 113 hereof, any registered holder of bonds outstanding hereunder and any holder of a certificate provided for in Section 108 hereof, shall be entitled in person or by proxy to attend and vote at such meeting as holder of the bonds registered or certified in the name of such holder without producing such bonds. All others seeking to attend or vote at such meeting in person or by proxy must, if required by any authorized representative of the Corporate Trustee or the Company or by any other bondholder, produce the bonds claimed to be owned or represented at such meeting, and every one seeking to attend or vote shall, if required as aforesaid, produce such further proof of bond ownership

When production of bonds and further proof necessary

or personal identity as shall be satisfactory to the authorized representative of the Corporate Trustee, or if none be present then to the Inspectors of Votes hereinafter provided for. Proxies shall be acknowledged as required for an instrument to be recorded in the State of New York or their genuineness shall be otherwise established to the satisfaction of the Inspectors of Votes, and all proxies and certificates presented at any meeting shall be delivered to said Inspectors of Votes and filed with the Corporate Trustee.

Proxies

Temporary Chairman and Secretary

SECTION 111. Persons named by the Corporate Trustee if represented at the meeting shall act as temporary Chairman and Secretary, respectively, of the meeting, but if the Corporate Trustee shall not be represented or shall fail to nominate such persons or if any person so nominated shall not be present, the bondholders and proxies present shall by a majority vote, irrespective of the amount of their holdings, elect other persons from those present to fill such vacancy or vacancies. A permanent Chairman and a permanent Secretary of such meeting shall be elected from those present by the bondholders and proxies present by a majority vote irrespective of the amount of their holdings. The Corporate Trustee, if represented at the meeting, shall appoint two Inspectors of Votes who shall decide as to the right of anyone to vote and shall count all votes cast at such meeting, except votes on the election of a Chairman and Secretary, both temporary and permanent, as aforesaid, and who shall make and file with the permanent Secretary of the meeting their verified written report in duplicate of all such votes so cast at said meeting. If the Corporate Trustee shall not be represented at the meeting or shall fail to nominate such Inspectors of Votes or if either Inspector of Votes fails to attend the meeting, the vacancy shall be filled by appointment by the permanent Chairman of the meeting.

Permanent Chairman and Secretary

Inspectors of Votes

Quorum

SECTION 112. Subject to the provisions of Section 116 hereof, the holders of not less than seventy-five per centum (75%) in principal

amount of the bonds outstanding hereunder when such meeting is held must be present at such meeting in person or by proxy in order to constitute a quorum for the transaction of business, less than a quorum, however, having power to adjourn; provided, however, that if such meeting is adjourned by less than a quorum for more than fourteen (14) days, notice thereof shall forthwith be mailed by the Corporate Trustee if such meeting shall have been called by the Corporate Trustee (*a*) to the Company addressed to it at Boise, Idaho (or at such other address as may be designated by the Company in writing from time to time), (*b*) to each registered holder of bonds then outstanding hereunder addressed to him at his address appearing on the registry books, and (*c*) to each holder of any such bond payable to bearer who shall have filed with the Corporate Trustee at its principal office an address for notices, addressed to him at such address, and shall be published at least once in each fourteen (14) day period of such adjournment in a daily newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York. The failure to mail such notice to any such bondholder as aforesaid shall in no case affect the validity of any action taken at any meeting held pursuant to such adjournment. If such meeting shall have been called by bondholders or by the Company after the failure of the Corporate Trustee to call the same after being requested so to do in accordance with the provisions of Section 108 hereof, notice of such adjournment shall be given by the permanent Chairman and permanent Secretary of the meeting in the newspapers and for the number of times above specified in this Section and shall be sufficient if so given.

Notice of adjournment

SECTION 113. Subject to the provisions of Section 116 hereof, any modification or alteration of this Indenture and/or of any indenture supplemental hereto and/or of the rights and obligations of the Company and/or of the holders of bonds and coupons issued hereunder in any particular may be made at a meeting of bondholders duly convened

Vote necessary for modification or alteration, etc., of Indenture

and held in accordance with the provisions of this Article, but only by resolution duly adopted by the affirmative vote of the holders of seventy-five per centum (75%) or more in principal amount of the bonds outstanding hereunder, and, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected by action taken at such meeting, then also by affirmative vote of the holders of at least seventy-five per centum (75%) in principal amount of each series of bonds so to be affected and outstanding hereunder, when such meeting is held, and approved by resolution of the Board of Directors of the Company as hereinafter specified; provided, however, that no such modification or alteration shall, without the consent of the holder of any bond issued hereunder affected thereby, permit (1) the extension of the maturity of the principal of such bond, or (2) the reduction in the rate of interest thereon or any other modification in the terms of payment of such principal or interest or (3) the creation of any lien ranking prior to, or on a parity with the lien of this Indenture with respect to any of the property mortgaged or pledged hereunder or (4) the deprivation of any non-assenting bondholder of a lien upon the mortgaged and pledged property for the security of his bonds (subject only to the lien of taxes for the then current year, the lien of taxes or assessments or governmental charges not then due and delinquent and to any mortgage or other liens existing upon said property which are prior hereto at the date of the calling of any such bondholders' meeting) or (5) the reduction of the percentage required by the provisions of this Section for the taking of any action under this Section with respect to any bond outstanding hereunder. For all purposes of this Article, the Trustees shall be entitled to rely upon an opinion of counsel with respect to the extent, if any, as to which any action taken at such meeting affects the rights under this Indenture or under any indenture supplemental hereto of any holders of bonds then outstanding hereunder.

Limitations

Opinion of counsel

Bonds owned and/or held by and/or for account of and/or for the benefit or interest of the Company if challenged by any other bond-

Bonds owned, held by, or for account of Company

holder at such meeting and such ownership, benefit or interest is established, shall not be deemed outstanding for the purpose of any vote or of any calculation of outstanding bonds in Article XVI hereof or in this Article provided for.

Record of meeting

SECTION 114. A record in duplicate of the proceedings of each meeting of bondholders shall be prepared by the permanent Secretary of the meeting and shall have attached thereto the original reports of the Inspectors of Votes, and affidavits by one or more persons having knowledge of the facts showing a copy of the notice of the meeting and a copy of the notice of adjournment thereof, if required under the provisions of Section 112 hereof, and showing that said notices were mailed and published as provided in Section 108 hereof and, in a proper case, as provided in Section 112 hereof. Such record shall be signed and verified by the affidavits of the permanent Chairman and the permanent Secretary of the meeting, and one duplicate thereof shall be delivered to the Company and the other to the Corporate Trustee for preservation by the Corporate Trustee. Any record so signed and verified shall be proof of the matters therein stated until the contrary is proved, and if such record shall also be signed and verified by the affidavit of a duly authorized representative of the Corporate Trustee, such meeting shall be deemed conclusively to have been duly convened and held and such record shall be conclusive, and any resolution or proceeding stated in such record to have been adopted or taken, shall be deemed conclusively to have been duly adopted or taken by such meeting. A true copy of any resolution adopted by such meeting shall be mailed by the Corporate Trustee to each registered holder of bonds outstanding hereunder addressed to him at his address appearing on the registry books and to each holder of any such bond payable to bearer who shall have filed with the Corporate Trustee an address for notices, addressed to him at such address, and proof of such mailing by the affidavit of some person having knowledge of the fact shall be filed with the Corporate Trustee, but failure to mail copies of such reso-

Conclusiveness of record

Copy of resolutions to be mailed to bondholders

Proof of mailing

Effect of failure to mail

Approval of resolution by the Company

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

When Trustees and bondholders bound

Notation of action taken may be made on bonds

SECTION 115. Bonds authenticated and delivered after the date of any bondholders' meeting may bear a notation in form approved by the Corporate Trustee as to the action taken at meetings of bondholders theretofore held, and upon demand of the holder of any bond outstanding at the date of any such meeting and presentation of his bond for the purpose at the principal office of the Corporate Trustee, the Company shall cause suitable notation to be made on such bond by endorsement or otherwise as to any action taken at any meeting of bondholders theretofore held. If the Company or the Corporate Trustee shall so determine, new bonds so modified as in the opinion of the Corporate Trustee and the Board of Directors of the Company to conform to such bondholders' resolution shall be prepared, authenticated and delivered, and upon demand of the holder of any bond then outstanding and affected thereby shall be exchanged without cost to such bondholder for bonds

New bonds

then outstanding hereunder upon surrender of such bonds with all unmatured coupons, if any, appertaining thereto. The Company or the Corporate Trustee may require bonds outstanding to be presented for notation or exchange as aforesaid if either shall see fit to do so. Instruments supplemental to this Indenture embodying any modification or alteration of this Indenture or of any indenture supplemental hereto made at any bondholders' meeting and approved by resolution of the Board of Directors of the Company, as aforesaid, may be executed by the Trustees and the Company and upon demand of the Corporate Trustee, or if so specified in any resolution adopted by any such bondholders' meeting, shall be executed by the Company and the Trustees.

When supplemental instruments may be executed

SECTION 116. Notwithstanding anything in this Article contained, the Company may at any time, and from time to time, by resolution of the Board of Directors filed with the Corporate Trustee, stipulate that from and after the date of the filing of such resolution with the Corporate Trustee no action thereafter taken under the provisions of this Article shall be of any force and effect whatever either as respects (1) all bonds theretofore authenticated and delivered by the Corporate Trustee hereunder and then outstanding and/or (2) as to any bonds and/or all bonds thereafter authenticated and delivered by the Corporate Trustee hereunder, and in any such event a supplemental indenture setting out in detail the stipulations contained in such resolution shall be made.

Company by resolution may stipulate that provisions of this Article shall be of no effect in certain cases

ARTICLE XIX.

Miscellaneous.

SECTION 117. Nothing in this Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding hereunder, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, stipu-

Limitation of rights under Indenture

lation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Indenture contained by and on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding hereunder.

Investment of cash by Corporate Trustee in certain securities

SECTION 118. Any money which has been deposited with the Corporate Trustee (other than money which has been deposited with the Corporate Trustee for the purpose of effecting payment or redemption of any bonds issued hereunder or which the Corporate Trustee has been directed to hold and apply for the purpose of such payment or redemption) shall, at the request of the Company evidenced by a resolution, be invested or reinvested by the Corporate Trustee in any bonds or other obligations of the United States of America designated by the Company or in any obligations which at the time of investment are lawful investments for savings banks under the laws of the State of New York, designated by the Company and not disapproved by the Corporate Trustee, and, unless to the knowledge of the Corporate Trustee the Company is in default in the payment of interest on any of the bonds then outstanding hereunder or one or more of the completed defaults specified in Section 65 hereof shall have occurred and be continuing, any interest on such bonds, obligations and securities which may be received by the Corporate Trustee shall be forthwith paid to the Company. Such bonds, obligations and securities shall be held by the Corporate Trustee as a part of the mortgaged and pledged property and subject to the same provisions hereof as the cash used to purchase the same, but upon a like request of the Company, the Corporate Trustee shall sell all or any designated part of the same and the proceeds of such sale shall be held by the Corporate Trustee subject to the same provisions hereof as the cash used by it to purchase the bonds, obligations and securities so sold. If such sale shall produce a net sum less than the cost of the bonds or other obligations so sold, the Company covenants that it will pay promptly to the Corporate Trustee such amount of cash as with the net proceeds from such sale

Such securities held by Corporate Trustee as a part of mortgaged property

will equal the cost of the bonds or other obligations so sold, and if such sale shall produce a net sum greater than the cost of the bonds or obligations so sold, the Corporate Trustee shall promptly pay to the Company an amount in cash equal to such excess.

Deposit with Corporate Trustee of funds to pay overdue bonds and coupons

SECTION 119. In the event that any bond issued hereunder shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for the redemption thereof, or in the event that any coupon shall not be presented for payment at the due date thereof and the Company shall have deposited with the Corporate Trustee for the purpose or left with it if previously so deposited, moneys sufficient to pay the principal of such bonds (and premium, if any), together with all interest due thereon to the date of the maturity of such bond or to the date fixed for the redemption thereof, or to pay such coupon, as the case may be, for the use and benefit of the holder thereof, the Corporate Trustee shall, upon demand of the Company, in case the holder of any such bond or coupon shall not, within six (6) years after the maturity of any such bond or coupon or the date fixed for the redemption of any such bond, claim the amount deposited as above stated, for the payment thereof, pay over to the Company, such amount so deposited, if the Company is not at the time in default hereunder; and the Corporate Trustee shall thereupon be relieved from all responsibility to the holder thereof, and in the event of such payment to the Company the holder of any such bond or coupon shall be deemed to be an unsecured creditor of the Company for an amount equivalent to the amount deposited as above stated for the payment thereof and so paid over to the Company.

Amounts unclaimed after six years paid over to Company

Rights may be waived or surrendered by Company

SECTION 120. Any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of this Indenture, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted

Company may enter into further covenants for benefit of one or more series of bonds

or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued hereunder and provide that a breach thereof shall be equivalent to a default under this Indenture, or the Company may cure any ambiguity contained herein, or in any supplemental indenture, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien hereof shall be situated. The Trustees are hereby authorized to join with the Company in the execution of any such instrument or instruments. Such instrument, executed and acknowledged as aforesaid, shall be delivered to the Trustees and thereupon any modification of the provisions of these presents therein set forth, authorized by this Section, shall be binding upon the parties hereto, their successors and assigns, and the holders of the bonds and coupons hereby secured. Anything herein to the contrary notwithstanding, this Section shall not be construed to permit any act, waiver, surrender or restriction adversely affecting any bonds then outstanding hereunder.

Trustees may join with Company in execution of instruments

Amendment of maximum authorization of bonds

SECTION 121. Notwithstanding anything in this Indenture contained, the Company may, at any time and from time to time, amend this Indenture so as to increase or decrease (but not below the amount of bonds at the time outstanding hereunder) the maximum amount of obligations to be secured hereby by executing and delivering to the Trustees, and thereafter appropriately recording or causing to be recorded in all places where the Indenture is recorded, a supplemental indenture specifying the maximum amount of such obligations thereafter to be secured hereby; provided, however, that this Indenture may be so amended only if such amendment will be legally effective under the laws of the several states in which this Indenture is then recorded and will not adversely affect the lien and validity of this Indenture or the validity of any bonds outstanding hereunder and the Corporate

Trustee shall have received an opinion of counsel to that effect, upon which opinion the Corporate Trustee may conclusively rely and be fully protected in respect of any action taken by it with regard to such amendment. Unless and until this Indenture shall have been so amended, the maximum amount of obligations to be secured hereby shall be and remain One Hundred Million Dollars ($100,000,000), as stated in Section 22 hereof.

Successors and Assigns

SECTION 122. Subject to the provisions of Articles XV and XVI hereof, whenever in this Indenture either of the parties hereto is named or referred to (except in subdivision (1) of Section 5 hereof) this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Company or by or on behalf of the Trustees shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

Titles of Articles of this Indenture not part thereof

SECTION 123. The titles of the several Articles of this Indenture shall not be deemed to be any part thereof.

Execution in counterparts

SECTION 124. This Indenture shall be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Testimonium

IN WITNESS WHEREOF, on this 8th day of October, 1937, IDAHO POWER COMPANY, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or a Vice-President, and its corporate seal to be attested by its Secretary or an Assistant Secretary for and in its behalf, and BANKERS TRUST COMPANY, one of the parties hereto of the second part, in token of its acceptance of the trust hereby created, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by a Vice-President and its corporate seal to be attested by an Assistant Secretary, and R. G. PAGE, one of the parties

Signatures and Seals

hereto of the second part, has for all like purposes hereunto set his hand and affixed his seal, all in The City of New York, New York.

IDAHO POWER COMPANY,

By K. M. ROBINSON
President.

Attest:

V. T. MONTGOMERY
Assistant Secretary.

(CORPORATE SEAL)

Executed, sealed and delivered by Idaho Power Company in the presence of:

JAMES L. BOONE

A. J. G. PRIEST

BANKERS TRUST COMPANY

By E. E. BEACH
Vice-President.

Attest:

(CORPORATE SEAL)

W. C. MEYERS
Assistant Secretary.

Executed, sealed and delivered by Bankers Trust Company in the presence of:

W. E. MORGAN, JR.

N. H. DOWNS

R. G. PAGE [L. S.]

Executed, sealed and delivered by R. G. PAGE in the presence of:

W. E. MORGAN, JR.

N. H. DOWNS

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

On the 8th day of October, in the year 1937, before me personally came K. M. ROBINSON, to me known, who, being by me duly sworn, did depose and say that he resides in Boise, Idaho; that he is the President of the IDAHO POWER COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order; the said K. M. Robinson, having personally appeared and known to me to be the President of the corporation that executed the instrument, acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year in this certificate first above written. (NOTARIAL SEAL)

T. W. FINNEY

T. W. FINNEY
Notary Public, New York County
New York Co. No. 283, Register's No. 9-F-283
My Commission Expires March 30, 1939

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

On the 8th day of October, in the year 1937, before me personally came E. E. BEACH, to me known, who, being by me duly sworn, did depose and say that he resides in Summit, New Jersey; that he is the Vice-President of the BANKERS TRUST COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order; the said E. E. Beach, having personally appeared and known to me to be the Vice-President of the corporation that executed the instrument, acknowledged to me that such corporation executed the same.

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

T. W. FINNEY

(NOTARIAL SEAL)

T. W. FINNEY
Notary Public, New York County
New York Co. No. 283, Register's No. 9-F-283
My Commission Expires March 30, 1939

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

On this 8th day of October, in the year 1937, before me, T. W. FINNEY, a Notary Public in and for the State of New York in the County of New York, personally appeared and came R. G. PAGE, to me known and known to me to be the person described in and who executed the within and foregoing instrument and whose name is subscribed thereto and acknowledged to me that he executed the same.

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

T. W. FINNEY

T. W. FINNEY (NOTARIAL SEAL)
Notary Public, New York County
New York Co. No. 283, Register's No. 9-F-283
My Commission Expires March 30, 1939

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

Affidavits

K. M. ROBINSON, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, the President of IDAHO POWER COMPANY, a corporation, the mortgagor named in the foregoing mortgage and deed of trust, and makes this affidavit on behalf of said Idaho Power Company; that said mortgage and deed of trust is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

K. M. ROBINSON

Subscribed and sworn to before me }
this 8th day of October, 1937. }

T. W. FINNEY

T. W. FINNEY (NOTARIAL SEAL)
Notary Public, New York County
New York Co. No. 283, Register's No. 9-F-283
My Commission Expires March 30, 1939

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

E. E. BEACH, being first duly sworn, upon oath, deposes and says: that he is an officer, to wit, a Vice-President of Bankers Trust Company, a corporation, one of the mortgagees and trustees named in the foregoing mortgage and deed of trust, and makes this affidavit on behalf of said Bankers Trust Company; that said mortgage and deed of trust is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

E. E. BEACH.

Subscribed and sworn to before me this 8th day of October, 1937.

T. W. FINNEY

(NOTARIAL SEAL)

T. W. FINNEY
Notary Public, New York County
New York Co. No. 283, Register's No. 9-F-283
My Commission Expires March 30, 1939

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

R. G. PAGE, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and trustees named in the foregoing mortgage and deed of trust; that said mortgage and deed of trust is made in good faith without any design to hinder, delay or defraud creditors, to secure the indebtedness mentioned or provided for therein.

R. G. PAGE.

Subscribed and sworn to before me this 8th day of October, 1937.

T. W. FINNEY

(NOTARIAL SEAL)

T. W. FINNEY
Notary Public, New York County
New York Co. No. 283, Register's No. 9-F-283
My Commission Expires March 30, 1939

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.: No. 59189

County Clerk's Certificate

I, ALBERT MARINELLI, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the same being a Court of Record, having a seal, Do HEREBY CERTIFY, That T. W. FINNEY whose name is subscribed to the deposition or certificate of the proof or acknowledgment of the annexed instrument, and thereon written, was, at the time of taking such deposition, or proof and acknowledgment, a Notary Public in and for such County, duly commissioned and sworn, and authorized by the laws of said State, to take depositions and to administer oaths to be used in any Court of said State and for general purposes; and also to take acknowledgments and proofs of deeds, of conveyances for land, tenements or hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said Court and County, the 8th day of Oct., 1937.

ALBERT MARINELLI
Clerk

(SEAL)