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**PACIFIC POWER & LIGHT COMPANY**  
**TO**  
**MORGAN GUARANTY TRUST COMPANY**  
**OF NEW YORK**

(formerly Guaranty Trust Company of New York)

**AND**

**R. E. SPARROW**

(successor to Oliver R. Brooks and Wesley L. Baker),

As Trustees under Pacific Power & Light  
Company's Mortgage and Deed of  
Trust, Dated as of July 1, 1947

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**Twenty-second Supplemental Indenture**

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*Dated as of July 1, 1970*

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## TWENTY-SECOND SUPPLEMENTAL INDENTURE

**THIS INDENTURE**, dated as of the first day of July, 1970, made and entered into by and between **PACIFIC POWER & LIGHT COMPANY**, a corporation of the State of Maine, whose post office address is Public Service Building, Portland, Oregon 97204 (hereinafter sometimes called the Company), party of the first part, and **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** (formerly Guaranty Trust Company of New York), a corporation of the State of New York, whose post office address is 23 Wall Street, New York, N. Y. 10015 (hereinafter sometimes called the Corporate Trustee), and **R. E. Sparrow** (successor to Wesley L. Baker and Oliver R. Brooke), whose post office address is 496 Dorchester Road, Ridgewood, New Jersey 07450 (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of July 1, 1947 (hereinafter called the Mortgage), executed and delivered by Pacific Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called Twenty-second Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage was or is to be recorded in various counties in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming, which counties include or will include all counties in which this Twenty-second Supplemental Indenture is to be recorded; and

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired, made or constructed and intended to be subject to the lien thereof; and

WHEREAS the Company executed and delivered to the Trustees its First Supplemental Indenture, dated as of April 1, 1950; its Second Supplemental Indenture, dated as of March 1, 1952; its Third Supplemental Indenture, dated as of September 1, 1952; its Fourth Supplemental Indenture, dated as of April 1, 1954; its Fifth Supplemental Indenture, dated as of August 1, 1954; its Sixth Supplemental Indenture, dated as of October 1, 1955; its Seventh Supplemental Indenture, dated as of January 1, 1957; its Eighth Supplemental Indenture, dated as of September 1, 1957; its Ninth Supplemental Indenture, dated as of January 1, 1958; its Tenth Supplemental Indenture, dated as of July 1, 1958; its Eleventh Supplemental Indenture, dated as of September 1, 1960; its Twelfth Supplemental Indenture, dated as of June 22, 1961; its Thirteenth Supplemental Indenture, dated as of April 1, 1962; its Fourteenth Supplemental Indenture, dated as of December 1, 1962; its Fifteenth Supplemental Indenture, dated as of April 1, 1963; its Sixteenth Supplemental Indenture, dated as of August 1, 1963; its Seventeenth Supplemental Indenture, dated as of October 1, 1964; its Eighteenth Supplemental Indenture, dated as of October 1, 1965; its Nineteenth Supplemental Indenture, dated as of December 15, 1967; its Twentieth Supplemental Indenture, dated as of May 1, 1969; and its Twenty-first Supplemental Indenture, dated as of November 1, 1969; and

WHEREAS the First through Twentieth Supplemental Indentures were to be filed for record and were or are to be recorded and indexed as a mortgage of both real and personal property, in the official records of various counties in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming; which counties include or will include all counties in which this Twenty-second Supplemental Indenture is to be recorded; and

WHEREAS the Twenty-first Supplemental Indenture was filed for record, and was recorded and indexed, as a mortgage of both real and personal property, in the various official records in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming listed below as follows:



## CALIFORNIA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Del Norte	11/12/69	15 - 16	145	412	69-41
Modoc	11/13/69	17 - 18	208	731	940
Shasta	11/12/69	19 - 20	1010	481	543
Siskiyou	11/12/69	21 - 22	585	105	69-273
Trinity	11/12/69	23 - 24	137	509	270

Executed Counterpart No. 127 was filed as a Financing Statement in the office of the Secretary of State of the State of California on November 12, 1969 and was assigned Uniform Commercial Code No. 69-100-186.)

## IDAHO

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Benner	11/12/69	25 - 26	28	484	124700 121573

Executed Counterpart No. 128 was filed as a Financing Statement in the office of the Secretary of State of the State of Idaho on November 12, 1969 and was assigned Uniform Commercial Code No. A-10960.)

## MONTANA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Big Horn	11/12/69	27 - 28	28	10	1334
Carbon	11/12/69	29 - 30	367	561	3378
Flathead	11/16/69	31 - 32	511	39	5405
Lake	11/13/69	33 - 34	Micro	101114	1-1406
Lewistown	11/12/69	35 - 36	7	251	4215
Yellowstone	11/12/69	37 - 38	963	671	20044

Executed Counterpart No. 129 was filed as a Financing Statement in the office of the Secretary of State of the State of Montana on November 12, 1969 and was assigned Uniform Commercial Code No. 21498.)

## OREGON

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
	11/12/69	39	M-16203		
Benton	11/12/69	40	327	408	
Clatsop	11/12/69	41	110	835	
Columbia	11/12/69	42	Microfilm	#69-11-48643	
Coos	11/12/69	43	80	294	
Crook	11/12/69	44	167	776	
Deschutes	11/12/69	45	496	487	
Douglas	11/12/69	46	8	415	
Gilliam	11/12/69	47	Microfilm	#691619	
Hood River	11/12/69	48	Document	#69-10513	
Jackson	11/12/69	49	39	372	
Jefferson	11/12/69	50	173	92	
Josephine	11/12/69	51	M69	9464	
Klamath	11/12/69	52	60	351	
Lake	11/12/69	53	Reel 459-R	Inst #87219	
Lane	11/12/69	54	15	1399	
Lincoln	11/12/69	55	285	662	
Linn	11/12/69	56	646	483	
Marion	11/12/69	57	Microfilm	Card #1796	
Morrow	11/12/69	58	706	1040	
Multnomah	11/12/69	59	152	598	
Polk	11/12/69	60	1	926	
Sherman	11/12/69	61	217	626	
Tillamook	11/12/69	62	235	41	
Umatilla	11/12/69	63	Microfilm	#26232	
Union	11/12/69	64	69	228	
Wallowa	11/12/69	65	Microfilm	#69-2015	
Wasco	11/12/69	66	762	387	
Washington	11/12/69	67	22	529	
Wheeler	11/12/69				

\* Executed Counterpart No. 130 was filed as a Financing Statement in the office of the Secretary of State of the State of Oregon on November 14, 1969 and assigned Uniform Commercial Code No. B66098. Chapter 395, Oregon Laws 1967, exempts mortgages and deeds of trust of utilities from general filing requirements of the Uniform Commercial Code and provides for a single filing thereof with the Secretary of State.

(Executed Counterpart No. 134 was filed on November 26, 1969 with the Auditor of the City of Portland in compliance with the requirements of the Charter of the City of Portland, applicable to instruments mortgaging franchises for the use of city streets and highways by public utilities.)



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## UTAH

County	Date Recorded	Counterpart No.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Entry No.	Page	
Daggett	11/13/69	68	3405(SV)	1169	

- \* Executed Counterpart No. 131 was filed as a Financing Statement in the office of the Secretary of State of the State of Utah on November 14, 1969 and was assigned Uniform Commercial Code No. 185610. Title 70A-9-302(5) of the Utah Uniform Commercial Code exempts mortgages and deeds of trust of utilities from general filing requirements and provides for a single filing thereof with the Secretary of State.

## WASHINGTON

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Adams	11/12/69	69 - 70	8	254	2217
Asotin	11/12/69	71 - 72	MA 105188		1479
Benton	11/12/69	73 - 74	250	725	7569
Clark	11/13/69	75 - 76	Microfilm	#738772	A014161
Columbia	11/12/69	77 - 78	42	102	407
Cowlitz	11/12/69	79 - 80	757	1460	7490
Franklin	11/12/69	81 - 82	21	265	4687
Gavett	11/12/69	83 - 84	Filmed	#13435	329
Kittitas	11/12/69	85 - 86	8	92	2040
Klickitat	11/12/69	87 - 88	102	242	1008
Skamania	11/12/69	89 - 90	48	14	471
Walla Walla	11/12/69	91 - 92	314	57	3843
Yakima	11/12/69	93 - 94	754	5	19201

(Executed Counterpart No. 132 was filed as a Financing Statement in the office of the Secretary of State of the State of Washington on November 14, 1969 and was assigned Uniform Commercial Code No. 0019666.)

## WYOMING

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Albany	11/12/69	95 - 96	190	460	U-31837
Archer	11/12/69	97 - 98	294	192	U-16468
Carbon	11/13/69	99 -100	180	448	U-14876
Converse	11/12/69	101-102	542	136	U-4316
Devils	11/12/69	103-104	447	478	304748
Fremont	11/13/69	105-106	150	153	769099
Hot Springs	11/12/69	107-108	91 PR	399	U-9814
Johnson	11/12/69	109-110	88A-20	160	7970
Lincoln	11/12/69	111-112	88 PR	443	U-12668
Natrona	11/12/69	113-114	309	261	U-144224
Park	11/12/69	115-116	341	257	U-27091
Platte	11/12/69	117-118	144	233	324509
Sheridan	11/12/69	119-120	123	87	567364
Sublette	11/12/69	121-122	22	115	U-6393
Sweetwater	11/12/69	123-124	431	213	352669
Washakie	11/12/69	125-126	120	446	15276

(Executed Counterpart No. 133 was filed as a Financing Statement in the office of the Secretary of State of the State of Wyoming on November 17, 1969 and was assigned Uniform Commercial Code No. 108051.)

and

WHEREAS an instrument, dated as of March 12, 1968, was executed by the Company appointing Wesley L. Baker as Co-Trustee in succession to said Oliver R. Brooks, resigned, under the Mortgage and by Wesley L. Baker accepting the appointment as Co-Trustee under the Mortgage in succession to the said Oliver R. Brooks, which instrument was or is to be recorded in the official records of various counties in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming; which counties include or will include all counties in which this Twenty-second Supplemental Indenture is to be recorded; and

WHEREAS in the Twenty-first Supplemental Indenture, Wesley L. Baker resigned as Co-Trustee and R. E. Sparrow was appointed successor Co-Trustee; and

WHEREAS in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, bonds of a series entitled and designated First Mortgage Bonds,  $3\frac{1}{4}\%$  Series due 1977 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Thirty-eight Million Dollars (\$38,000,000), of which Twenty-nine Million Dollars (\$29,000,000) in aggregate principal amount are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3% Series due 1980 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Nine Million Dollars (\$9,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $3\frac{1}{4}\%$  Series due 1982 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $3\frac{1}{4}\%$  Series due September 1, 1982 (hereinafter called the bonds of the Fourth Series), in the aggregate principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $3\frac{1}{4}\%$  Series due 1984 (hereinafter called the bonds of the Fifth Series), in the aggregate principal amount of Eight Million Dollars (\$8,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $3\frac{1}{4}\%$  Series due August 1, 1984 (hereinafter called the bonds of the Sixth Series), in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $3\frac{1}{4}\%$  Series due 1985 (hereinafter called the bonds of the Seventh Series), in the aggregate principal amount of Ten Million Dollars (\$10,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $5\frac{3}{8}\%$  Series due 1987 (hereinafter called the bonds of the Eighth Series), in the aggregate principal amount of Twelve Million Dollars (\$12,000,000), none of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $5\frac{3}{8}\%$  Series due September 1, 1987 (hereinafter called the bonds of the Ninth Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), none of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $4\frac{1}{4}\%$  Series due 1988



(hereinafter called the bonds of the Tenth Series), in the aggregate principal amount of Fifteen Million Dollars (\$15,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $4\frac{3}{8}\%$  Series due July 1, 1988 (hereinafter called the bonds of the Eleventh Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $5\frac{1}{8}\%$  Series due 1990 (hereinafter called the bonds of the Twelfth Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $4\frac{3}{4}\%$  Series due 1992 (hereinafter called the bonds of the Thirteenth Series), in the aggregate principal amount of Thirty-five Million Dollars (\$35,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $4\frac{1}{2}\%$  Series due December 1, 1992 (hereinafter called the bonds of the Fourteenth Series), in the aggregate principal amount of Thirty-two Million Dollars (\$32,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $3\frac{3}{4}\%$  Series due November 1, 1974 (hereinafter called the bonds of the Fifteenth Series), in the aggregate principal amount of Eleven Million Four Hundred Thirty-four Thousand Dollars (\$11,434,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $3\frac{3}{4}\%$  Series due April 1, 1978 (hereinafter called the bonds of the Sixteenth Series), in the aggregate principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $3\frac{3}{4}\%$  Series due August 1, 1979 (hereinafter called the bonds of the Seventeenth Series), in the aggregate principal amount of Four Million Nine Hundred Fifty-one Thousand Dollars (\$4,951,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $4\frac{1}{8}\%$  Series due June 1, 1981 (hereinafter called the bonds of the Eighteenth Series), in the aggregate principal amount of Five Million Eight Hundred Forty-nine Thousand Dollars (\$5,849,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds,  $4\frac{1}{8}\%$  Series due October 1, 1982 (hereinafter called the bonds of the Nineteenth Series), in the aggregate principal amount of Six Million One Hundred Fifty-seven Thousand Dollars (\$6,157,000), all of which are now Outstanding.

ing; bonds of a series entitled and designated First Mortgage Bonds, 3 $\frac{3}{4}$ % Series due March 1, 1984 (hereinafter called the bonds of the Twentieth Series), in the aggregate principal amount of Eight Million Six Hundred Fifty-nine Thousand Dollars (\$8,659,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{1}{2}$ % Series due May 1, 1986 (hereinafter called the bonds of the Twenty-first Series), in the aggregate principal amount of Fourteen Million Four Hundred Fifty-four Thousand Dollars (\$14,454,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{5}{8}$ % Series due 1993 (hereinafter called the bonds of the Twenty-second Series), in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{5}{8}$ % Series due 1994 (hereinafter called bonds of the Twenty-third Series), in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 5% Series due 1995 (hereinafter called bonds of the Twenty-fourth Series), in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 8% Series due 1999 (hereinafter called bonds of the Twenty-fifth Series), in the aggregate principal amount of Twenty-five Million Dollars (\$25,000,000), all of which are now Outstanding; and bonds of a series entitled and designated First Mortgage Bonds, 8 $\frac{3}{4}$ % Series due November 1, 1999 (hereinafter called bonds of the Twenty-sixth Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), all of which are now Outstanding; and

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds, if any, of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such series may also contain such provisions not inconsistent with the provisions of the Mortgage, as supplemented, as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage, as supplemented; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted 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 thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than said First Series, 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 of the Mortgage, as supplemented, shall be situated; and

WHEREAS the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 120 of the Mortgage) to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS the execution and delivery by the Company of this Twenty-second Supplemental Indenture, and the terms of the bonds of the Twenty-seventh Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

Now, THEREFORE, THIS INDENTURE WITNESSETH:

That Pacific Power & Light Company, in consideration of the premises and of One Dollar (\$1) to it duly paid by the Trustees at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according

to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the lien of the Mortgage on certain after acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Twenty-first Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (1) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, trestles, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas, and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribu-



tion of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

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

IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (I) of Section 87 of the Mortgage, all the property, rights, and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of the Mortgage, viz: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel,

oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the Company's contractual rights or other interest in or with respect to fires not owned by the Company; (4) the last day of the term of any lease or leasehold which may be or become subject to the lien of the Mortgage; (5) electric energy, gas, steam, water, ice, and other materials or products generated, manufactured, stored, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of the Mortgage; and (6) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), as Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as heretofore supplemented, this Twenty-second Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successor or successors in such trust under the Mortgage, as follows:

#### ARTICLE I.

##### Twenty-seventh Series of Bonds.

SECTION 1. There shall be a series of bonds designated "9½% Series due 2000" (herein sometimes referred to as the "Twenty-seventh Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, 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 Twenty-seventh Series shall mature on July 1, 2000, and shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of nine and five-eighths per centum (9½%) per annum, payable semi-annually on January 1 and July 1 of each year; and the principal of and interest on each such 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 is legal tender for public and private debts. Bonds of the Twenty-seventh Series shall be dated as in Section 10 of the Mortgage provided.

Section 10 of the Mortgage (as heretofore amended) is hereby further amended by inserting the following provision at the end thereof:

"Notwithstanding the foregoing, the person in whose name any bond of 9 $\frac{7}{8}$ % Series due 2000 (hereinafter called the Twenty-seventh Series) is registered at the close of business on any record date for the Twenty-seventh Series (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date (except that in case of any redemption of bonds as provided for herein on a date subsequent to the record date for the Twenty-seventh Series and prior to such interest payment date interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date for the Twenty-seventh Series and prior to such interest payment date, except if, and to the extent that, the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding bonds of the Twenty-seventh Series are registered on the day immediately preceding the date of payment of such defaulted interest. Any bond of the Twenty-seventh Series issued upon any transfer or exchange subsequent to the record date for the Twenty-seventh Series for any interest payment date and prior to such interest payment date shall bear interest from such interest payment date. The term 'record date for the Twenty-seventh Series' as used with respect to any interest payment date shall mean the fifteenth day of the calendar month next preceding such interest payment date."

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



(X) Bonds of the Twenty-seventh Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, in whole at any time, or in part from time to time, prior to maturity, upon notice as provided in Section 52 of the Mortgage mailed at least thirty (30) days prior to the date fixed for redemption, at the following General Redemption Prices, expressed in percentages of the principal amount of the bonds to be redeemed:

#### GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending June 30,

1971....	110.86%	1981....	107.12%	1991....	103.38%
1972....	110.49%	1982....	106.75%	1992....	103.00%
1973....	110.12%	1983....	106.37%	1993....	102.63%
1974....	109.74%	1984....	106.00%	1994....	102.25%
1975....	109.37%	1985....	105.62%	1995....	101.88%
1976....	108.99%	1986....	105.25%	1996....	101.50%
1977....	108.62%	1987....	104.87%	1997....	101.13%
1978....	108.24%	1988....	104.50%	1998....	100.75%
1979....	107.87%	1989....	104.12%	1999....	100.38%
1980....	107.49%	1990....	103.75%	2000....	100.00%

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Twenty-seventh Series shall be redeemed prior to July 1, 1975, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Twenty-seventh Series through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (calculated in accordance with acceptable financial practices) of less than 9.6991% per annum.

(II) Bonds of the Twenty-seventh Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39, Section 64 or Section 87 of the Mortgage or with the Proceeds of Released Property, at the following Special Redemption Prices, expressed in percentages of the principal amount of the bonds to be redeemed:

## SPECIAL REDEMPTION PRICES

If redeemed during 12 months period ending June 30,

1971....	101.24%	1981....	101.11%	1991....	100.80%
1972....	101.23%	1982....	101.09%	1992....	100.75%
1973....	101.22%	1983....	101.07%	1993....	100.69%
1974....	101.21%	1984....	101.05%	1994....	100.63%
1975....	101.20%	1985....	101.02%	1995....	100.57%
1976....	101.19%	1986....	100.99%	1996....	100.49%
1977....	101.18%	1987....	100.96%	1997....	100.41%
1978....	101.16%	1988....	100.93%	1998....	100.32%
1979....	101.15%	1989....	100.89%	1999....	100.23%
1980....	101.13%	1990....	100.85%	2000....	100.00%

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

(III) At the option of the registered owner, any bonds of the Twenty-seventh Series, upon surrender thereof, for cancellation, 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 bonds of the same series of other authorized denominations.

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

After the execution and delivery of this Twenty-second Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated that there shall be an initial issue of bonds of the Twenty-seventh Series for the aggregate principal amount of Twenty-five Million Dollars (\$25,000,000).

**ARTICLE II.****Replacement Fund Covenant—Other Related Provisions  
of the Mortgage—Dividend Covenant.**

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

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

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

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

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

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

**ARTICLE III.****The Company Reserves the Right to Amend Provisions  
Relating to Meetings and Consents of Bondholders.**

SECTION 3. The Company reserves the right, without any consent or other action by holders of bonds of the Twenty-seventh Series, or of any subsequent series, to make such amendments to the Mortgage, as supplemented, as shall be necessary in order to amend Article XIX to read as follows:

## "ARTICLE XIX.

## "MEETINGS AND CONSENTS OF BONDHOLDERS.

"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 this Article XIX.

"SECTION 108. The Corporate Trustee may at any time call a meeting of the bondholders and it shall call such a meeting on written request of the holders of not less than a majority in principal amount of the bonds Outstanding hereunder (determined as provided in Section 71 hereof) at the time of such request. The Company, pursuant to a Resolution of its Board of Directors, may also call a meeting of the bondholders at any time. In each case the purpose or purposes of such meeting shall be set forth in reasonable detail. In the event of the Corporate Trustee's failing for ten (10) days to call a meeting after being thereunto requested by the bondholders as above set forth, holders of Outstanding bonds in 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, 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 all holders of bonds the names and addresses of whom are then preserved as required by Section 43 hereof, or (b) to the Company addressed to it at the address given in the first paragraph of this Indenture (or at such other address as may be designated by the Company from time to time), and, unless all outstanding bonds are registered at least as to principal, shall be published by the Corporate Trustee once on at least four different days preceding the meeting, in a Daily Newspaper, printed in the English language, and of general circulation in the Borough of Manhattan, The City of New York, the first publication to be not less than twenty (20) days prior to the date of such meeting; 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 of 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 submitted. 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 and by the Corporate Trustee, or by such of them as are not present in person or by proxy.

"SECTION 109. Officers and nominees of the Corporate Trustee and of the Company and of the Co-Trustee or their or its nominees 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, may make and from time to time vary such regulations as it shall think fit for deposit of bonds with, (i) any bank, or trust or insurance company, or (ii) any trustee, secretary, administrator or other proper officer of any pension, welfare, hospitalization, or similar fund or funds, or (iii) the United States of America, any Territory thereof, the District of Columbia, any State of the United States, any municipality in any State or Territory of the United States or any public instrumentality of the United States, any State or Territory, or (iv) any other person or corporation satisfactory to the Corporate Trustee, and for the issue to the persons depositing the same of certificates by such depositaries 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 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. A bondholder in any of the foregoing categories may sign such a certificate in his own behalf. In lieu of or in addition to providing for such deposit, the Corporate Trustee may, in its discretion, permit such institutions to issue certificates stating that bonds were exhibited to them, which certificates 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. Each such certificate shall state the date on which the bond or bonds in respect of which such certificate shall have been issued were deposited with or exhibited to such institution and the series, maturities and serial numbers of such bonds. A bondholder in any of the foregoing categories may sign such a certificate in his own behalf. In the event that two or more such certificates shall be issued with respect to any bond or bonds, the certificate bearing the latest date shall be recognized and be deemed to supersede any certificate or certificates previously issued with respect to such bond or bonds. If any such meeting shall have been called, under the provisions of Section 108 hereof, by bondholders or by the Company, regulations to like effect for such deposit or exhibition of bonds and the issue of certificates by (i) any bank or trust or insurance company, or (ii) any trustee, secretary, administrator or other proper officer of any pension, welfare, hospitalization, or similar fund or funds, or (iii) by the United States or America, any Territory thereof, the District of Columbia, any State of the United States, any municipality in any State of the United States or any public instrumentality of the United States, any State or Territory 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. A bondholder in any of the foregoing categories may sign such a certificate in his own behalf.

"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 (not superseded)

provided for in Section 109 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 everyone seeking to attend or vote shall, if required as aforesaid, produce such further proof of bond ownership 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 witnessed or in the alternative may (a) have the signature guaranteed by a bank or trust company or a registered dealer in securities, (b) be acknowledged before a Notary Public or other officer authorized to take acknowledgments, or (c) have their genuineness otherwise established to the satisfaction of the Inspectors of Votes. All proxies and certificates presented at any meeting shall be delivered to said Inspectors of Votes and filed with the Corporate Trustee.

"SECTION 111. Persons nominated by the Corporate Trustee, if it is 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 another person or other persons from those present to act as temporary Chairman and/or Secretary. 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 of bonds represented. 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.

"SECTION 112. The holders of not less than sixty-six and two-thirds per centum ( $66\frac{2}{3}\%$ ) 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.

"SECTION 113. Subject to the provisions of Sections 71 and 80 hereof, any modification or alteration of this Indenture (including any indentures supplemental hereto) and/or of the rights and obligations of the Company and/or the rights of the holders of bonds and/or coupons issued hereunder in any particular (including but not limited to the waiver of any past Default, as defined in Section 65 hereof or other default and its consequences), may be made at a meeting of bondholders duly convened and held in accordance with the provisions of this Article, but only by resolution duly adopted by the affirmative vote of the holders of sixty-six and two-thirds per centum ( $66\frac{2}{3}\%$ ) 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 sixty-six and two-thirds per centum ( $66\frac{2}{3}\%$ ) in principal amount of each series of bonds so to be affected and Outstanding hereunder when such meeting is held, and in every case 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, (1) impair or affect the right of such holder to receive payment of the principal of (and premium, if any) 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, or (2) permit the creation of any lien ranking prior to, or on a parity with, the Lien of this Indenture with respect to any of the Mortgaged and Pledged Property, or (3)



permit 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, assessments or governmental charges not then delinquent and to any mortgage or other liens existing upon such property which are prior hereto at the date of the calling of any such bondholders' meeting), or (4) permit 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, subject to the provisions of Sections 88 and 89 hereof, 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.

"Except for the purpose of waiving any past Default, as defined in Section 65 hereof, or other default, and its consequences, in which event the provisions of Section 71 hereof shall be applicable, bonds owned and or held by and/or for account of and or for the benefit or interest of the Company, or any corporation of which the Company shall own twenty-five per centum (25%) or more of the outstanding voting stock, shall not be deemed Outstanding for the purpose of any vote or of any calculation of bonds Outstanding in this Article XIX provided for, except that, subject to the provisions of Sections 88 and 89 hereof, for the purpose of determining whether the Trustees, or either of them, shall be protected in relying on any such vote or calculation, only bonds which the Trustees, or either of them, know are so owned and or held, shall be excluded.

"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 showing that said notice was mailed and published as provided in Section 108 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, 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 all holders of bonds Outstanding hereunder, the names and addresses of whom are then preserved by the Corporate Trustee pursuant to the provisions of Section 43 hereof, 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 resolution 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 by such meeting shall (to the extent permitted by law) 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 Resolution of the Company, shall in any manner change or modify or be so construed as to change or modify any of the rights, immunities, or obligations of the Trustees or either of them without their, its or his written assent thereto.

"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 Corporation, 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 bondholders for 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.

"Any instrument supplemental to this Indenture executed pursuant to the provisions of this Section, 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 116. (A) Anything in this Article contained to the contrary notwithstanding, the Corporate Trustee shall receive the written consent (in any number of instruments of similar tenor executed by bondholders or by their attorneys appointed in writing) of the holders of sixty-six and two-thirds per centum (66⅔%) 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 pursuant to such consent, then also the written consent of the holders of at least sixty-six and two-thirds per centum (66⅔%) in principal amount of each

series of bonds so to be affected and Outstanding hereunder (at the time the last such needed consent is delivered to the Corporate Trustee) in lieu of the holding of a meeting pursuant to this Article and in lieu of all action at such a meeting and with the same force and effect as a resolution duly adopted in accordance with the provisions of Section 113 hereof.

"(B) Instruments of consent shall be witnessed or in the alternative may (a) have the signature guaranteed by a bank or trust company or a registered dealer in securities, (b) be acknowledged before a Notary Public or other officer authorized to take acknowledgments, or (c) have their genuineness otherwise established to the satisfaction of the Corporate Trustee.

"The amount of bonds payable to bearer, and the series and serial numbers thereof, held by a person executing an instrument of consent (or whose attorney has executed an instrument of consent in his behalf), and the date of his holding the same, may be proved either by exhibiting the bonds themselves to the Corporate Trustee or by a certificate executed (i) by any bank or trust or insurance company, (ii) by any trustee, secretary, administrator or other proper officer of any pension, welfare, hospitalization or similar fund, (iii) by the United States of America, any Territory thereof, the District of Columbia, any State of the United States, any municipality in any State or Territory of the United States or any public instrumentality of the United States, any State or Territory, or (iv) by any other person or corporation satisfactory to the Corporate Trustee. A bondholder in any of the foregoing categories may sign a certificate in his own behalf.

"Each such certificate shall be dated and shall state in effect that as of the date thereof a coupon bond or bonds of a specified series and bearing a specified serial number or numbers was deposited with or exhibited to the signer of such certificate. The holding by the person named in any such certificate of any bond specified therein shall be presumed to continue unless (1) any certificate bearing a later date issued in respect of the same bond shall be produced, (2) the bond specified in such certificate (or any bond or bonds issued in exchange or substitution for such bond) shall be produced by another holder, or (3) the bond specified in such certificate shall be registered as to principal or shall have been surrendered in exchange for a fully registered bond registered in the



name of another holder. The Corporate Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable. The ownership of registered bonds shall be proved by the registry books.

"(C) Until such time as the Corporate Trustee shall receive the written consent of the necessary per centum in principal amount of the bonds required by the provisions of subsection (A) above for action contemplated by such consent, any holder of a bond, the serial number of which is shown by the evidence to be included in the bonds the holders of which have consented to such action, may, by filing written notice with the Corporate Trustee at its principal office and upon proof of holding as provided in subsection (B) above, revoke such consent so far as it concerns such bond. Except as aforesaid, any such consent shall be conclusive and binding upon such holder and upon all future holders of such bond (and any bond issued in lieu thereof or exchanged therefor), irrespective of whether or not any notation of such consent is made upon such bond, and in any event any action taken by the holders of the percentage in aggregate principal amount of the bonds specified in subsection (A) above in connection with such action shall, subject to the provisions of the last sentence of Section 114 hereof, be conclusively binding upon the Company, the Trustees and the holders of all the bonds."

#### ARTICLE IV.

##### Miscellaneous Provisions.

SECTION 4. Upon the filing of this Twenty-second Supplemental Indenture for record in all counties in which the Mortgaged and Pledged Property is located and until a further indenture or indentures supplemental to the Mortgage shall be executed and delivered by the Company to the Trustees pursuant to authorization by the Board of Directors of the Company and filed for record in all counties in which the Mortgaged and Pledged Property is located, increasing or decreasing the amount of future advances to the Company or future obligations payable by the Company (herein called Future Mortgage Debt) which may be secured by the mortgage of real property created by the Mortgage, as supplemented, in the State of Montana (herein called, respectively, the Montana Real Property Lien), the Montana Real Property Lien

may secure Future Mortgage Debt to be incurred after the date of this Twenty-second Supplemental Indenture in an amount not to exceed Nine Hundred Million Dollars (\$900,000,000) in the aggregate. All Future Mortgage Debt so made shall be secured by the Mortgage, as supplemented, *pari passu* with, and to the same extent and with the same priority as, the amount to date advanced on the security of the Mortgage and represented by bonds presently Outstanding, namely, Four Hundred Nineteen Million Four Thousand Dollars (\$419,004,000); *provided, however*, that the principal debt or obligation which may be secured by any mortgages of real property created by the Mortgage, as supplemented, in the states of California, Idaho, Oregon, Utah, Washington and Wyoming and in any states other than Montana, or any mortgages of personal property created by the Mortgage, as supplemented, in any state, shall not be limited or in any manner related to said sum of Nine Hundred Million Dollars (\$900,000,000) stated above with respect to Future Mortgage Debt which may be secured by the Montana Real Property Lien, it being the intent hereof that any mortgage of real property in the states of California, Idaho, Oregon, Utah, Washington and Wyoming and in any states other than Montana created by the Mortgage, as supplemented, and any mortgages of personal property created by the Mortgage, as supplemented, in any state shall secure all such principal debt or obligation and such other amounts as may now or hereafter from time to time be Outstanding under the Mortgage, as supplemented, without limitation as to the aggregate amount thereof. Upon the execution, delivery and filing for record of such indenture or indentures supplemental to the Mortgage increasing or decreasing the amount of Future Mortgage Debt which may be secured by the Montana Real Property Lien, the amount of Future Mortgage Debt which may be secured by said liens shall be the amount stated in the last such indenture supplemental thereto. No such indenture shall decrease the amount of Future Mortgage Debt which may be secured by said lien to an amount less than the amount of such Future Mortgage Debt then secured by said liens.

SECTION 5. Subject to the amendments provided for in this Twenty-second Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Twenty-second Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 6. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth, including the following:

The Trust as shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twenty-second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVII of the Mortgage shall apply to and form part of this Twenty-second Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Twenty-second Supplemental Indenture.

SECTION 7. Whenever in this Twenty-second Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Twenty-second Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 8. Nothing in this Twenty-second Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Twenty-second Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twenty-second Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 9. This Twenty-second Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Pacific Power & Light Company, 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, in The City of New York, the 21st day of July, 1970, as of July 1, 1970, and Morgan Guaranty Trust Company of New York, 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 one of its Vice Presidents or one of its Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. E. Sparrow, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, all in The City of New York, the 20th day of July, 1970, as of July 1, 1970.

PACIFIC POWER & LIGHT COMPANY,

By *[Signature]*

Vice President.

Attest:

*George D. River*

Assistant Secretary.

Executed, sealed and delivered by PACIFIC  
Power & Light Company in the presence of:

*John M. Stewart*  
*[Signature]*

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

By *[Signature]*

Trust Officer.

Attest:

*[Signature]*

Assistant Secretary.

*[Signature]* (L.S.)

R. E. Sparrow

Executed, sealed and delivered by Morgan  
Guaranty Trust Company of New York  
and R. E. Sparrow in the presence of:

*[Signature]*  
*[Signature]*



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

July 21st, A. D. 1970.

Before me personally appeared A. W. TRIMBLE, who, being duly sworn, did say that he is a Vice President of PACIFIC POWER & LIGHT COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

On this 21st day of July, 1970, before me personally appeared A. W. TRIMBLE, to me known to be a Vice President of PACIFIC POWER & LIGHT COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On this 21st day of July, in the year 1970, before me, MARY SKAALERUD, a Notary Public in and for the State of New York, personally appeared A. W. TRIMBLE, known to me to be a Vice President of PACIFIC POWER & LIGHT COMPANY, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

On this 21st day of July, 1970, before me appeared A. W. TRIMBLE, to me personally known, who, being by me duly sworn, did say that he is a Vice President of PACIFIC POWER & LIGHT COMPANY, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said A. W. TRIMBLE acknowledged said instrument to be the free act and deed of said Corporation.

On this 21st day of July, in the year One Thousand Nine Hundred Seventy before me, MARY SKAALERUD, a Notary Public in and for the said State of New York, personally appeared A. W. TRIMBLE, known to me to be a Vice President, and GEORGE D. RIVES, known to me to be an Assistant Secretary of PACIFIC POWER & LIGHT COMPANY, a Maine corporation, one of the corporations that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

*Mary Skaaalerud*  
MARY SKAALERUD  
Notary Public, State of New York  
No. 24/3003400 Qual. in Kings Co.  
Certificate filed in New York County  
Commission Expires March 30, 1971



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

July 20th, A. D. 1970.

Before me personally appeared D. G. HOPE, who, being duly sworn, did say that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

On the 20th day of July, 1970, before me personally appeared D. G. HOPE, to me known to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On this 20th day of July, in the year 1970, before me, FRANK SCHLIERF, a Notary Public in and for the State of New York, personally appeared D. G. HOPE, known to me to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

On the 20th day of July, 1970, before me appeared D. G. HOPE, to me personally known, who, being by me duly sworn, did say that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said D. G. HOPE acknowledged said instrument to be the free act and deed of said Corporation.

On this 20th day of July, in the year One Thousand Nine Hundred Seventy, before me, FRANK SCHLIERF, a Notary Public in and for the said State of New York, personally appeared D. G. HOPE, known to me to be a Trust Officer, and R. E. MURNAY, known to me to be an Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, one of the corporations that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

FRANK SCHLIERF  
Notary Public, State of New York  
No. 30-3503450  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires March 30, 1971

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

July 20th, A. D. 1970.

Before me personally appeared the above-named R. E. SPANROW, and acknowledged the foregoing instrument to be his voluntary act and deed.

On this day personally appeared before me R. E. SPANROW, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

On this 20th day of July, in the year 1970, before me, FRANK SCHLIERS, a Notary Public in and for the State of New York, personally appeared R. E. SPANROW, 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 as his free act and deed.

Given under my hand and official seal this 20th day of July, 1970.



*Frank Schliers*  
.....  
FRANK SCHLIERS  
Notary Public, State of New York  
No. 60-3503450  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires March 30, 1971

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

A. W. TRIMBLE, being duly sworn, deposes and says that he is a Vice President of PACIFIC POWER & LIGHT COMPANY, the Mortgagor named in the foregoing instrument, and makes this affidavit for and on its behalf; that this Twenty-second Supplemental Indenture is made in good faith, and without any design to hinder, delay, or defraud creditors.

*A. W. Trimble*  
A. W. Trimble

Subscribed and sworn to before me  
this 21st day of July, 1970.

*Mary Skallert*  
MARY SKALLERT  
Notary Public, State of New York  
No. 24-3893400 Qual. In Kings Co.  
Certificate filed in New York County  
Commission Expires March 30, 1973



72851

STATE OF WASHINGTON } ss.  
COUNTY OF SKAMANIA }

I HEREBY CERTIFY THAT THE

INSTRUMENT OF WRITING, FILED BY

*Pacific Power & Light Co.*

OF

AT 10:00 A.M. July 27 1970

WAS RECORDED IN BOOK 48

OF 7117 AT PAGE 542

RECORDS OF SKAMANIA COUNTY, WASH

*HP*  
COUNTY AUDITOR

BY *E. W. W. W.*

REGISTERED	E
INDEXED: DIR.	E
INDIRECT:	E
RECORDED:	
COMPARED	
MAILED	