

72150

Counterpart No.89

BOOK 48 PAGE 794

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

Twenty-third Supplemental Indenture

Dated as of February 1, 1971



TWENTY-THIRD SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of February, 1971, 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 E. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks), 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-third 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-third 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; its Twenty-first Supplemental Indenture, dated as of November 1, 1969; and its Twenty-second Supplemental Indenture, dated as of July 1, 1970; and

WHEREAS the First through Twenty-first Supplemental Indentures were or are 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-third Supplemental Indenture is to be recorded; and

WHEREAS the Twenty-second 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:

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CALIFORNIA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Del Norte	7/27/70	4 - 5	150	602	70-55
Modoc	7/27/70	6 - 7	211	151	1084
Shasta	7/27/70	8 - 9	1035	399	623
Siskiyou	7/27/70	10 - 11	597	320	70-307
Trinity	7/27/70	16 - 17	141	483	817

(Executed Counterpart No. 18 was filed as a Financing Statement in the office of the Secretary of State of the State of California on July 27, 1970 and was assigned Uniform Commercial Code No. 70 070 469.)

IDAHO

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Bonner	7/27/70	19 - 20	60	38	128497

(Executed Counterpart No. 21 was filed as a Financing Statement in the office of the Secretary of State of the State of Idaho on July 27, 1970 and was assigned Uniform Commercial Code No. A-14729.)

MONTANA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Big Horn	7/27/70	22 - 23	59	313	5036
Carbon	7/27/70	24 - 25	68	617	Supp to F/S #3120
Flathead	7/27/70	26 - 27	517	1	5405
Lake	7/28/70	28 - 29	Microfilm	194615	U-4956
Lincoln	7/27/70	30 - 31	9	388	4708
Yellowstone	7/27/70	32 - 33	920	158	33032

(Executed Counterpart No. 34 was filed as a Financing Statement in the office of the Secretary of State of the State of Montana on July 27, 1970 and was assigned Uniform Commercial Code No. 24736.)

OREGON

County	Date Recorded	Counterpart No.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
Benton	7/27/70	35	M-19648		
Clatsop	7/27/70	36	386	836	
Columbia	7/27/70	37	113	505	
Coos	7/27/70	38	Microfilm	#70-7-50374	
Creek	7/27/70	39	81	311	
Deschutes	7/27/70	40	170	159	
Douglas	7/27/70	41	450	268	
Gilliam	7/27/70	42	9	289	
Hood River	7/27/70	43	Microfilm	701007	
Jackson	7/27/70	44	Document	#70-07355	
Jefferson	7/27/70	45	40	163	
Josephine	7/27/70	51	180	269	
Klamath	7/27/70	52	M-70	6210	
Lake	7/27/70	53	61	38	
Lane	7/27/70	54	Reel 488-B	Inst #13749	
Lincoln	7/27/70	55	20	148	
Linn	7/27/70	56	291	2	
Marion	7/27/70	57	656	779	
Morrow	7/27/70	58	Microfilm	2694	
Multnomah	7/27/70	59	744	443	
Polk	7/27/70	60	B.O.R. 7	294	
Sherman	7/27/70	61	2	8	
Tillamook	7/27/70	62	220	91	
Umatilla	7/27/70	63	237	400	
Union	7/27/70	64	Microfilm	No. 29295	
Wallowa	7/27/70	65	69	633	
Wasco	7/27/70	66	Microfilm	70-1125	
Washington	7/27/70	67	787	452	
Wheeler	7/27/70	68	22	561	

* Executed Counterpart No. 69 was filed as a Financing Statement in the office of the Secretary of State of the State of Oregon on July 27, 1970 and assigned Uniform Commercial Code No. B82733. 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. 132 was filed on August 12, 1970 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	7/27/70	70	Special Vault	1208	

* Executed Counterpart No. 71 was filed as a Financing Statement in the office of the Secretary of State of the State of Utah on July 27, 1970 and was assigned Uniform Commercial Code No. 219688. 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	7/27/70	72 - 73	12	125	2795
Asotin	7/27/70	74 - 75	106995		1826
Benton	7/27/70	76 - 77	255	602	9487
Clark	7/27/70	78 - 79	Microfilm	#756022	A018228
Columbia	7/27/70	80 - 81	42	323	492
Cowlitz	7/27/70	82 - 83	762	1511	2276
Franklin	7/27/70	84 - 85	26	640	5835
Garfield	7/27/70	86 - 87	Microfilm	13500	398
Kittitas	7/27/70	88 - 89	13	602	2482
Klickitat	7/27/70	90 - 91	103	133	1818
Lewis	10/30/70	183 - 184	85	808	749043
Skamania	7/27/70	92 - 93	48	542	602
Thurston	10/30/70	185 - 186	523	808	12601
Walla Walla	7/27/70	84 - 95	316	658	4561
Yakima	7/27/70	86 - 97	774	444	24694

(Executed Counterpart No. 88 was filed as a Financing Statement in the office of the Secretary of State of the State of Washington on July 27, 1970 and was assigned Uniform Commercial Code No. 99958.)

WYOMING

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Albany	7/27/70	99 -100	196	534	565757
Big Horn	7/28/70	101 -102	269	53	U-17784
Campbell	7/27/70	103 -104	140	197	U-17261
Carbon	7/27/70	105 -106	548	338	U-4316
Converse	7/27/70	107 -108	494	226	7051
Fremont	7/27/70	109 -110	152	570	57030
Hot Springs	7/27/70	111 -112	93	279	U-10634
Johnson	7/27/70	113 -114	88A-20	527	8626
Lincoln	7/27/70	115 -116	91	43	U-13894
Natrona	7/27/70	117 -118	314	642	U-158219
Park	7/27/70	119 -120	347	2	U-29403
Platte	7/27/70	121 -122	149	135	328676
Sheridan	7/27/70	123 -124	125	203	24130
Sullette	8/3/70	125 -126	22	417	U-7108
Sweetwater	7/27/70	127 -128	473	23	380862
Washakie	7/27/70	129 -130	123	594	16554

(Executed Counterpart No. 131 was filed as a Financing Statement in the office of the Secretary of State of the State of Wyoming on July 27, 1970 and was assigned Uniform Commercial Code No. 110361.)

and

WHEREAS an instrument, dated as of March 12, 1958, was executed by the Company appointing Wesley L. Baker as Co-Trustee in succession to said Oliver B. 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 B. 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-third 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, $3\frac{3}{4}\%$ 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, $3\frac{1}{2}\%$ 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, $3\frac{3}{4}\%$ 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, $5\frac{1}{2}\%$ 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, $5\frac{1}{4}\%$ 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 $\frac{3}{8}$ % 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 $\frac{1}{2}$ % 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 $\frac{1}{2}$ % 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; 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 (\$3,659,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4% 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% 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% 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; bonds of a series entitled and designated First Mortgage Bonds, 8% 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 bonds of a series entitled and designated First Mortgage Bonds, 9% Series due 2000 (hereinafter called bonds of the Twenty-seventh Series), in the aggregate principal amount of Twenty-five Million Dollars (\$25,000,000), 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 con-

ditions 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-third Supplemental Indenture, and the terms of the bonds of the Twenty-eighth 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-second 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 (I) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, or action 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, tracks, 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 distribution 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 whatsoever 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 tires 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 provisions

and covenants as are set forth in the Mortgage, as heretofore supplemented, this Twenty-third 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-eighth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "7 $\frac{7}{8}$ % Series due 2001" (herein sometimes referred to as the "Twenty-eighth 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-eighth Series shall mature on February 1, 2001, 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 seven and seven-eighths per centum (7 $\frac{7}{8}$ %) per annum, payable semi-annually on February 1 and August 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-eighth 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 7 $\frac{7}{8}$ % Series due 2001 (hereinafter called the "Twenty-eighth Series") is registered at the close of business on any record date for the Twenty-eighth 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-eighth 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-eighth 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-eighth Series are registered on the day immediately preceding the date of payment of such defaulted interest. Any bond of the Twenty-eighth Series issued upon any transfer or exchange subsequent to the record date for the Twenty-eighth 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-eighth 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-eighth Series and to provide for exchangeability of such coupon bonds with the bonds of the Twenty-eighth Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(I) Bonds of the Twenty-eighth 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 January 31,

1972....	107.59%	1982....	104.98%	1992....	102.36%
1973....	107.33%	1983....	104.72%	1993....	102.10%
1974....	107.07%	1984....	104.45%	1994....	101.84%
1975....	106.81%	1985....	104.19%	1995....	101.58%
1976....	106.55%	1986....	103.93%	1996....	101.31%
1977....	106.29%	1987....	103.67%	1997....	101.05%
1978....	106.02%	1988....	103.41%	1998....	100.79%
1979....	105.76%	1989....	103.15%	1999....	100.53%
1980....	105.50%	1990....	102.88%	2000....	100.27%
1981....	105.24%	1991....	102.62%	2001....	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-eighth Series shall be redeemed prior to February 1, 1976, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Twenty-eighth 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 8.0059% per annum.

(II) Bonds of the Twenty-eighth 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 Trustees 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 January 31,

1972....	100.00%	1982....	100.00%	1992....	100.00%
1973....	100.00%	1983....	100.00%	1993....	100.00%
1974....	100.00%	1984....	100.00%	1994....	100.00%
1975....	100.00%	1985....	100.00%	1995....	100.00%
1976....	100.00%	1986....	100.00%	1996....	100.00%
1977....	100.00%	1987....	100.00%	1997....	100.00%
1978....	100.00%	1988....	100.00%	1998....	100.00%
1979....	100.00%	1989....	100.00%	1999....	100.00%
1980....	100.00%	1990....	100.00%	2000....	100.00%
1981....	100.00%	1991....	100.00%	2001....	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-eighth 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 or other authorized denominations.

Bonds of the Twenty-eighth 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-eighth 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-eighth Series.

After the execution and delivery of this Twenty-third 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-eighth Series for the aggregate principal amount of Forty Million Dollars (\$40,000,000).

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-seventh or Twenty-eighth” for “or Twenty-seventh” and by substituting “, Twenty-seventh and Twenty-eighth” for “and Twenty-seventh” 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-eighth Series,” before the words “Twenty-seventh 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-eighth Series,” before the words “Twenty-seventh 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-eighth,” before “Twenty-seventh”.

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

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

ARTICLE III.

Miscellaneous Provisions.

SECTION 3. Subject to the amendments provided for in this Twenty-third Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Twenty-third Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 4. 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 Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twenty-third 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-third 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-third Supplemental Indenture.

SECTION 5. Whenever in this Twenty-third 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-third 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 6. Nothing in this Twenty-third 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-third Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twenty-third 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 7. This Twenty-third 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 9th day of February, 1971, as of February 1, 1971, 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 9th day of February, 1971, as of February 1, 1971.

[CORPORATE SEAL]

PACIFIC POWER & LIGHT COMPANY,

By [Signature]
Vice President.

Attest:

George D. Rives
Assistant Secretary.

Executed, sealed and delivered by PACIFIC
POWER & LIGHT COMPANY in the presence of:

[Signature]
.....

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

[CORPORATE SEAL]

By [Signature]
Trust Officer.

Attest:

[Signature]
Assistant Secretary.

R. E. Sparrow (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]
.....

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

February 9th, A. D. 1971.

Before me personally appeared PAUL C. MAJOR, 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 9th day of February, 1971, before me personally appeared PAUL C. MAJOR, 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 9th day of February, in the year 1971, before me, HARRY A. GENZALE JR., a Notary Public in and for the State of New York, personally appeared PAUL C. MAJOR, 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 9th day of February, 1971, before me appeared PAUL C. MAJOR, 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 PAUL C. MAJOR acknowledged said instrument to be the free act and deed of said Corporation.

On this 9th day of February, in the year One Thousand Nine Hundred Seventy-one, before me, HARRY A. GENZALE JR., a Notary Public in and for the said State of New York, personally appeared PAUL C. MAJOR, 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.

Harry A. Genzale Jr.

HARRY A. GENZALE JR.
Notary Public, State of New York
No. 24-6488135 Kings County
Certificate filed in New York County
Term Expires March 30, 1973

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

February 9th, A. D. 1971.

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 9th day of February, 1971, 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 9th day of February, in the year 1971, before me, LORRAINE FOWLER, 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 9th day of February, 1971, 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 9th day of February, in the year One Thousand Nine Hundred Seventy-one, before me, LORRAINE FOWLER, 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 M. J. THOMPSON, 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.

Lorraine Fowler

LORRAINE FOWLER
Notary Public, State of New York
No. 24-0588100
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1973

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

February 9th, A. D. 1971.

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

On this day personally appeared before me R. E. SPARROW, 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 9th day of February, in the year 1971, before me, LORRAINE FOWLER, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, 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 9th day of February, 1971.

Lorraine Fowler

LORRAINE FOWLER
Notary Public, State of New York
No. 24-6308100
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1972

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

PAUL C. MAJOR, 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-third Supplemental Indenture is made in good faith, and without any design to hinder, delay, or defraud creditors.

PAUL C. MAJOR

Subscribed and sworn to before me }
this 9th day of February, 1971.

HARRY A. GENZALE JR.
Notary Public, State of New York
No. 24-6488135 Kings County
Certificate filed in New York County
Term Expires March 30, 1972

78150

STATE OF WASHINGTON }
COUNTY OF SKAMANIA } ss

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

DP & Co

OF Portland - Ore

AT 10 A.M. Feb 17, 1971

WAS RECORDED IN BOOK 418

OF 177 AT PAGE 794

RECORDS OF SKAMANIA COUNTY, WASH.

JP Todd

COUNTY AUDITOR

BY St. Lawrence

DEPUTY