

COUNTERPART No

79

**PACIFIC POWER & LIGHT COMPANY**

TO

**MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK**

(former) Guaranty Trust Company of New York)

AND

**R. E. SPARROW**

(successor to Oliver H. 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-seventh Supplemental Indenture**

*Dated as of October 1, 1974*

## TWENTY-SEVENTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of October, 1974, 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. 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-seventh 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-seventh 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 Supplemental Indentures as follows:

	<u>Dated as of</u>		<u>Dated as of</u>
First	April 1, 1950	Fourteenth	December 1, 1962
Second	March 1, 1952	Fifteenth	April 1, 1963
Third	September 1, 1952	Sixteenth	August 1, 1963
Fourth	April 1, 1954	Seventeenth	October 1, 1964
Fifth	August 1, 1954	Eighteenth	October 1, 1965
Sixth	October 1, 1955	Nineteenth	December 15, 1967
Seventh	January 1, 1957	Twentieth	May 1, 1969
Eighth	September 1, 1957	Twenty-first	November 1, 1969
Ninth	January 1, 1958	Twenty-second	July 1, 1970
Tenth	July 1, 1958	Twenty-third	February 1, 1971
Eleventh	September 1, 1960	Twenty-fourth	October 1, 1971
Twelfth	June 22, 1961	Twenty-fifth	October 1, 1972
Thirteenth	April 1, 1962	Twenty-sixth	January 1, 1974;

and

WHEREAS the First through Twenty-fifth 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-seventh Supplemental Indenture is to be recorded; and

WHEREAS the Twenty-sixth 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	2-5-74	7-8	176	438	70-55
Modoc	2-4-74	9-10	226	805	1474
Shasta	2-4-74	11-12	1207	541	98
Siskiyou	2-4-74	13	703	335	*
Trinity	2-4-74	15-16	162	850	529

Executed Counterpart No. 17 was filed as a Financing Statement in the office of the Secretary of State of the State of California on February 4, 1974 and was assigned Uniform Commercial Code No. 74-014242.

\* Pursuant to California Commercial Code Sections 9407.1 and 9407.2, as enacted in 1973, Siskiyou County has elected to record a single counterpart of the Twenty-sixth Supplemental Indenture as both a mortgage of real property and a Uniform Commercial Code security interest.

## IDAHO

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No. *
			Book	Page	
Bonner	2-4-74	18	70	366	

\* Executed Counterpart No. 19 was filed as a Financing Statement in the office of the Secretary of State of the State of Idaho on February 4, 1974 and was assigned Uniform Commercial Code No. A-41048. Section 28-9-302(5), Idaho Code, 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.

## MONTANA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No. *
			Book	Page	
Big Horn	2-4-74	20	4 MF	296	
Carbon	2-4-74	21	72	229	
Flathead	2-4-74	22	563	747	
Lake	2-4-74	23	Microfile	215088	
Lincoln	2-4-74	24	25	860	
Yellowstone	2-4-74	25	1021	588	

\* Executed Counterpart No. 26 was filed as a Financing Statement in the office of the Secretary of State of the State of Montana on February 4, 1974, and was assigned Uniform Commercial Code No. 45912. Section 87A-9-302.2(a) of the Revised Code of Montana 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.

## OREGON

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
Benton	2-5-74	27	M-46116		
Clatsop	2-5-74	28	391	883	
Columbia	2-5-74	29	127	88	
Coos	2-5-74	30	Microreel	74-2-96001	
Crook	2-5-74	31	MF	25496	
Deschutes	2-5-74	32	192	804	
Douglas	2-6-74	33	538	482	
Gilliam	2-5-74	34	12	36	
Hood River	2-5-74	35	Microfilm	No. 740164	
Jackson	2-5-74	36	OR	74-01356	
Jefferson	2-5-74	37	44	729	
Josephine	2-5-74	38	200	156	
Klamath	2-5-74	39	M74	1149	
Lake	2-5-74	40	63	636	
Lane	2-5-74	41	Reel 676R	No. 7404310	
Lincoln	2-5-74	42	47	197	
Linn	2-5-74	43	MF79	57	
Marion	2-5-74	44	738	591	
Morrow	2-5-74	45	Microfilm	6485	
Mulinomah	2-4-74	46	970	627	
Polk	2-5-74	47	54	61	
Sherman	2-5-74	48	2	577	
Tillamook	2-5-74	49	235	236	
Umatilla	2-5-74	50	258	162	
Union	2-5-74	51	Microfilm	48290	
Wallowa	2-5-74	52	74	32	
Wasco	2-5-74	53	Microfilm	No. 74-0186	
Washington	2-5-74	54	961	674	

In September 1973 the Company sold all of the property which it formerly owned in Wheeler County, Oregon.

Executed Counterpart No. 56 was filed on February 13, 1974 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.

\* Executed Counterpart No. 57 was filed as a Financing Statement in the office of the Secretary of State of the State of Oregon on February 5, 1974 and was assigned Uniform Commercial Code No. C78203. Section 79.3020(5), Oregon Revised Statutes, 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.

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## UTAH

County	Date Recorded	Counterpart No.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
Daggett	2-4-74	58	23	342	

\* Executed Counterpart No. 59 was filed as a Financing Statement in the office of the Secretary of State of the State of Utah, on February 11, 1974 and was assigned Uniform Commercial Code No. 411174. 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	2-4-74	60	30	119	
Asotin	2-4-74	61	Microfilm	118877	
Benton	2-4-74	62	283	632	
Clark	2-4-74	63	Microfilm	903459	
Columbia	2-4-74	64	Drawer 1A	Frame 721	
Cowlitz	2-4-74	65	801	89	
Franklin	2-4-74	66	58	483	
Garfield	2-4-74	67	Microfilm	No. 14642	
Kittitas	2-4-74	68	46	531	
Klickitat	2-4-74	69	109	182	
Lewis	2-4-74	70	84	453	
Skamania	2-4-74	71	50	961	
Thurston	2-4-74	72	639	117	
Walla Walla	2-4-74	73	12	403	
Yakima	2-4-74	74	906	288	

\* Executed Counterpart No. 75 was filed as a Financing Statement in the office of the Secretary of State of the State of Washington on February 4, 1974 and was assigned Uniform Commercial Code No. 0242157. Revised Code of Washington 62A.9-302 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.



## WYOMING

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
Albany	2-4-74	76	232	167	
Big Horn	2-4-74	77	292	357	
Campbell	2-4-74	78	286	320	
Carbon	2-4-74	79	595	531	
Converse	2-4-74	80	557	114	
Fremont	2-4-74	81	172	502	
Hot Springs	2-4-74	82	106PR	512	
Johnson	2-4-74	83	88A-24	461	
Lincoln	2-4-74	84	109PR	180	
Natrona	2-4-74	85	359	59	
Park	2-4-74	86	383	553	
Platte	2-4-74	87	170	85	
Sheridan	2-4-74	88	139	453	
Sublette	2-4-74	89	25	154	
Sweetwater	2-5-74	90	540	280	
Washakie	2-4-74	91	138	350	

\* Executed Counterpart No. 92 was filed as a Financing Statement in the office of the Secretary of State of the State of Wyoming on February 4, 1974 and was assigned Uniform Commercial Code No. 124111. Section 37-64.3, Wyoming Statutes, 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.

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 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-seventh 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 entitled and designated First Mortgage Bonds, of the Series and in the principal amounts as follows:

<u>Series</u>	<u>Due Date</u>	<u>Aggregate Principal Amount Issued</u>	<u>Aggregate Principal Amount Outstanding</u>
1. First—3¼%.....	1977	\$38,000,000	\$29,000,000
2. Second—3%.....	1980	9,000,000	9,000,000
3. Third—3%.....	1982	12,500,000	12,500,000
4. Fourth—3¼%.....	9/1/1982	7,500,000	7,500,000
5. Fifth—3%.....	1984	8,000,000	8,000,000
6. Sixth—3½%.....	8/1/1984	30,000,000	30,000,000
7. Seventh—3%.....	1985	10,000,000	10,000,000
8. Eighth—5%.....	1987	12,000,000	0
9. Ninth—5¼%.....	9/1/1987	20,000,000	0
10. Tenth—4¼%.....	1988	15,000,000	15,000,000
11. Eleventh—4%.....	7/1/1988	20,000,000	20,000,000
12. Twelfth—5%.....	1990	20,000,000	20,000,000
13. Thirteenth—4¼%.....	1992	35,000,000	35,000,000
14. Fourteenth—4½%.....	12/1/1992	32,000,000	32,000,000
15. Fifteenth—3%.....	11/1/1974	11,434,000	11,434,000
16. Sixteenth—3%.....	4/1/1978	4,500,000	4,500,000
17. Seventeenth—3%.....	8/1/1979	4,951,000	4,951,000
18. Eighteenth—4%.....	6/1/1981	5,849,000	5,849,000
19. Nineteenth—4%.....	10/1/1982	6,157,000	6,157,000
20. Twentieth—3%.....	3/1/1984	8,659,000	8,659,000
21. Twenty-first—4%.....	5/1/1986	14,454,000	14,454,000
22. Twenty-second—4%.....	1993	30,000,000	30,000,000
23. Twenty-third—4%.....	1994	30,000,000	30,000,000
24. Twenty-fourth—5%.....	1995	30,000,000	30,000,000
25. Twenty-fifth—8%.....	1999	25,000,000	25,000,000
26. Twenty-sixth—8¼%.....	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh—9%.....	2000	25,000,000	25,000,000
28. Twenty-eighth—7%.....	2001	40,000,000	40,000,000
29. Twenty-ninth—8%.....	10/1/2001	35,000,000	35,000,000
30. Thirtieth—7¼%.....	2002	30,000,000	30,000,000
31. Thirty-first—8%.....	2004	60,000,000	60,000,000



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-seventh Supplemental Indenture, and the terms of the bonds of the Thirty-second 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-sixth 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 house, 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 wheresoever situated.

And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and in conformity with the provisions of the Mortgage and particularly of Article XI thereof.

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 (1), 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 things 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 his 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-seventh 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 as 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.

##### Thirty-second Series of Bonds.

SECTION 1. There shall be a series of bonds designated "9% Series due 1983" (herein sometimes referred to as the "Thirty-second 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 Thirty-second Series shall mature on October 1, 1983, 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 seven-eighths per centum (9 $\frac{7}{8}$ %) per annum, payable semi-annually on April 1 and October 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 Thirty-second 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 1983 (hereinafter called the "Thirty-second Series") is registered at the close of business on any record date for the Thirty-second 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 Thirty-second 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 Thirty-second 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 Thirty-second Series are registered on the day immediately preceding the date of payment of such defaulted interest. Any bond of the Thirty-second Series issued upon any transfer or exchange subsequent to the record date for the Thirty-second 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 Thirty-second 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 Thirty-second Series and to provide for exchangeability of such coupon bonds with the bonds of the Thirty-second Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(I) Bonds of the Thirty-second 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 September 30,

1975 .....	109.625%	1980 .....	102.750%
1976 .....	108.250%	1981 .....	101.375%
1977 .....	106.875%	1982 .....	100.000%
1978 .....	105.500%	1983 .....	100.000%
1979 .....	104.125%		

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirty-second Series shall be redeemed prior to October 1, 1979, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Thirty-second 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 10.06% per annum.

Bonds of the Thirty-second 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 Special Redemption Price of 100% of the principal amount of the bonds to be redeemed, in each case, together with accrued interest to the date fixed for redemption.

(II) At the option of the registered owner, any bonds of the Thirty-second 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 Thirty-second 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 Thirty-second 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 Thirty-second Series.

After the execution and delivery of this Twenty-seventh 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 Thirty-second Series for the aggregate principal amount of Seventy Million Dollars (\$70,000,000).

## ARTICLE II.

### Replacement Fund Covenant—Other Related Provisions of the Mortgage—Dividend Covenant.

SECTION 2. Subsection '1) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by substituting " , Thirty-first or Thirty-second" for "or Thirty-first" and by substituting " , Thirty-first and Thirty-second" for "and Thirty-first" 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 "Thirty-second Series," before the words "Thirty-first 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 "Thirty-second Series," before the words "Thirty-first Series" each time such words appear therein.

Clause (6) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-second," before "Thirty-first".

Clause (e) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-second," before "Thirty-first".

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

### ARTICLE III.

#### Miscellaneous Provisions.

SECTION 3. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Thirty-second Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 4. Subject to the amendments provided for in this Twenty-seventh Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Twenty-seventh Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 5. 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-seventh 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-seventh 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-seventh Supplemental Indenture.

SECTION 6. Whenever in this Twenty-seventh 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-seventh 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 7. Nothing in this Twenty-seventh 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-seventh Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twenty-seventh 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 8. This Twenty-seventh 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 29th day of October, 1974, as of October 1, 1974, and Morgan Guaranty Trust



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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 29th day of October, 1974, as of October 1, 1974.

PACIFIC POWER &amp; LIGHT COMPANY,

By [Signature]  
Vice President.

Attest:

[Signature]  
Assistant Secretary.Executed, sealed and delivered by PACIFIC  
POWER & LIGHT COMPANY in the presence of:[Signature]  
[Signature]MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,By [Signature]  
Trust Officer.

Attest:

[Signature]  
Assistant Secretary.Executed, sealed and delivered by Morgan  
Guaranty Trust Company of New York  
and R. E. Sparrow in the presence of:[Signature]  
[Signature][Signature] (L.S.)  
R. E. Sparrow

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:  
October 29, 1974.

Before me personally appeared JOHN H. GEIGER, 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.

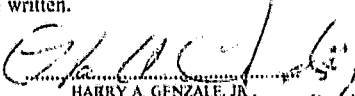
On this 29th day of October, 1974, before me personally appeared JOHN H. GEIGER, to me known to be a Vice President of PACIFIC POWER & LIGHT COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of 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 29th day of October, in the year 1974, before me, HARRY A. GENZALE, Jr., a Notary Public in and for the State of New York, personally appeared JOHN H. GEIGER, 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 29th day of October, 1974, before me appeared JOHN H. GEIGER, 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 JOHN H. GEIGER acknowledged said instrument to be the free act and deed of said Corporation.

On this 29th day of October, in the year One Thousand Nine Hundred Seventy-Four, before me, HARRY A. GENZALE, JR., a Notary Public in and for the said State of New York, personally appeared JOHN H. GEIGER, known to me to be a Vice President, and GERARD K. DRUMMOND, 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.  
Notary Public, State of New York  
No. 24-6488135 Kings County  
Certificate filed in New York County  
Term Expires March 30, 1976

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

October 29, 1974.

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 29th day of October, 1974, 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 the 29th day of October, in the year 1974, 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 29th day of October, 1974, 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 29th day of October, in the year One Thousand Nine Hundred Seventy-four, 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 W. W. BREWER 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 Schlief*

FRANK SCHLIERF

Notary Public, State of New York

No. 60-3503450

Qualified in Westchester County

Certificate Filed in New York County

Commission Expires March 30, 1975



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

October 29, 1974.

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 29th day of October, in the year 1974, before me, FRANK SCHLIERF, 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 29th day of October, 1974.

*Frank Schlierf*  
FRANK SCHLIERF  
Notary Public, State of New York  
No. 60-3403450  
Qualified in Westchester County  
Certificate Filed in New York County  
Commission Expires March 30, 1975



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

JOHN H. GEIGER, 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-seventh Supplemental Indenture is made in good faith, and without any design to hinder, delay, or defraud creditors.

*John H. Geiger*  
JOHN H. GEIGER

Subscribed and sworn to before me  
this 29th day of October, 1974

*Harry A. Genzale, Jr.*  
HARRY A. GENZALE, JR.  
Notary Public, State of New York  
No. 34-6488 (35 Kings County)  
Certificate filed in New York County  
Term Expires March 30, 1976



REGISTERED	<input checked="" type="checkbox"/>
INDEXED: DIR	<input checked="" type="checkbox"/>
INDIRECT	<input checked="" type="checkbox"/>
RECORDED	<input checked="" type="checkbox"/>
COMPARED	<input checked="" type="checkbox"/>
MAILED	<input checked="" type="checkbox"/>

STATE OF WASHINGTON  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OF WRITING, FILED BY

*Charles A. Genzale*  
OF *Skamania County, Wash*

AT *Stevedore* 1974

WAS RECORDED IN BOOK *52*

OF *117* AT *118* 322  
RECORDS OF SKAMANIA COUNTY, WASH

*W. H. Genzale*  
NOTARY AUDITOR

BY *E. McFarland*