
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

Thirty-first Supplemental Indenture

Dated as of December 1, 1976

THIRTY-FIRST SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of December, 1976, 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 New York trust company, 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 the Thirty-first 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 Thirty-first 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	Sixteenth	August 1, 1963
Second	March 1, 1952	Seventeenth	October 1, 1964
Third	September 1, 1952	Eighteenth	October 1, 1965
Fourth	April 1, 1954	Nineteenth	December 15, 1967
Fifth	August 1, 1954	Twentieth	May 1, 1969
Sixth	October 1, 1955	Twenty-first	November 1, 1969
Seventh	January 1, 1957	Twenty-second	July 1, 1970
Eighth	September 1, 1957	Twenty-third	February 1, 1971
Ninth	January 1, 1958	Twenty-fourth	October 1, 1971
Tenth	July 1, 1958	Twenty-fifth	October 1, 1972
Eleventh	September 1, 1960	Twenty-sixth	January 1, 1974
Twelfth	June 22, 1961	Twenty-seventh	October 1, 1974
Thirteenth	April 1, 1962	Twenty-eighth	May 1, 1975
Fourteenth	December 1, 1962	Twenty-ninth	January 1, 1976
Fifteenth	April 1, 1963	Thirtieth	July 1, 1976;

and

WHEREAS the First through Thirtieth 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 the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states; which counties include or will include all counties in which this Thirty-first Supplemental Indenture is to be recorded; and

WHEREAS an instrument, dated as of March 12, 1938, was executed by the Company appointing Wesley L. Baker as Co-Trustee in succession to said Oliver F. 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 in and 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 Thirty-first 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:

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
1. First—3¼%.....	1977	\$38,000,000	\$29,000,000
2. Second—3%.....	1980	9,000,000	9,000,000
3. Third—3½%.....	1982	12,500,000	12,500,000
4. Fourth—3¼%.....	9/1/1982	7,500,000	7,500,000
5. Fifth—3½%.....	1984	8,000,000	8,000,000
6. Sixth—3½%.....	8/1/1984	30,000,000	30,000,000
7. Seventh—3½%.....	1985	10,000,000	10,000,000
8. Eighth—5½%.....	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—4½%.....	7/1/1988	20,000,000	20,000,000
12. Twelfth—5½%.....	1990	20,000,000	20,000,000
13. Thirteenth—4½%.....	1992	35,000,000	35,000,000
14. Fourteenth—4½%.....	12/1/1992	32,000,000	32,000,000
15. Fifteenth—3½%.....	1/1/1974	11,434,000	0
16. Sixteenth—3½%.....	4/1/1978	4,500,000	4,500,000
17. Seventeenth—3½%.....	8/1/1979	4,951,000	4,951,000
18. Eighteenth—4½%.....	6/1/1981	5,849,000	5,849,000
19. Nineteenth—4½%.....	10/1/1982	6,157,000	6,157,000
20. Twentieth—3½%.....	3/1/1984	8,659,000	8,659,000
21. Twenty-first—4½%.....	5/1/1986	14,454,000	14,454,000
22. Twenty-second—4½%.....	1993	30,000,000	30,000,000
23. Twenty-third—4½%.....	1994	30,000,000	30,000,000
24. Twenty-fourth—4½%.....	1995	30,000,000	30,000,000
25. Twenty-fifth—4½%.....	1999	25,000,000	25,000,000
26. Twenty-sixth—4½%.....	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh—9½%.....	2000	25,000,000	25,000,000
28. Twenty-eighth—7½%.....	2001	40,000,000	40,000,000
29. Twenty-ninth—8%.....	10/1/2001	35,000,000	35,000,000
30. Thirtieth—7½%.....	2002	30,000,000	30,000,000
31. Thirty-first—8½%.....	2004	60,000,000	60,000,000
32. Thirty-second—9½%.....	1983	70,000,000	70,000,000
33. Thirty-third—10½%.....	1990*	60,000,000	60,000,000
34. Thirty-fourth—10%.....	2006	75,000,000	75,000,000
35. Thirty-fifth—7½%.....	7/1/2006	35,000,000	35,000,000

* Due 1985 upon exercise of option by holder.

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 Thirty-first Supplemental Indenture, and the terms of the bonds of the Thirty-sixth

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 enrolling 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 Thirtieth Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (1) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power

houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, 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 material 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 material, 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 obtained 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 (in 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. F. 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 her of) 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 condition, and subject to and with the same provisos and covenants as are set forth in the Mortgage, as heretofore supplemented, this Thirty-first 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

Thirty-sixth Series of Bonds.

§11108-1. There shall be a series of bonds designated "8½% Series due December 1, 2006" (herein sometimes referred to as the "Thirty-sixth 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-sixth Series shall mature on December 1, 2006 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 Eight and five-eighths per centum (8 $\frac{5}{8}$ %) per annum, payable semi-annually on June 1 and December 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-sixth 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 8 $\frac{5}{8}$ % Series due December 1, 2006 (hereinafter called the "Thirty-sixth Series") is registered at the close of business on any record date for the Thirty-sixth 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-sixth 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-sixth 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-sixth Series are registered on the day immediately preceding the date of payment of such defaulted interest. Any bond of the Thirty

sixth Series issued upon any transfer or exchange subsequent to the record date for the Thirty-sixth 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-sixth 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-sixth Series and to provide for exchangeability of such coupon bonds with the bonds of the Thirty-sixth Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(1) Bonds of the Thirty-sixth 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 November 30.

1977	108.40%	1992	104.30%
1978	108.59%	1993	103.99%
1979	108.28%	1994	103.68%
1980	107.98%	1995	103.38%
1981	107.67%	1996	103.07%
1982	107.36%	1997	102.76%
1983	107.06%	1998	102.46%
1984	106.75%	1999	102.15%
1985	106.44%	2000	101.84%
1986	106.14%	2001	101.54%
1987	105.83%	2002	101.23%
1988	105.52%	2003	100.92%
1989	105.22%	2004	100.62%
1990	104.91%	2005	100.31%
1991	104.60%	2006	100.00%

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirty-sixth Series shall be

redeemed prior to December 1, 1981, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Thirty-sixth 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 8.6636% per annum.

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

Special Redemption Prices

if redeemed during 12 months period ending November 30,

1977	100.27%	1992	100.21%
1978	100.27%	1993	100.21%
1979	100.27%	1994	100.20%
1980	100.27%	1995	100.19%
1981	100.26%	1996	100.18%
1982	100.26%	1997	100.17%
1983	100.26%	1998	100.16%
1984	100.25%	1999	100.15%
1985	100.25%	2000	100.13%
1986	100.25%	2001	100.12%
1987	100.24%	2002	100.10%
1988	100.24%	2003	100.09%
1989	100.23%	2004	100.07%
1990	100.23%	2005	100.05%
1991	100.22%	2006	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 Thirty-sixth 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-sixth 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-sixth 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-sixth Series.

After the execution and delivery of this Thirty-first 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-sixth Series for the aggregate principal amount of Fifty Million Dollars (\$50,000,000).

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-fifth or Thirty-sixth" for "or Thirty-fifth" and by substituting "Thirty-fifth and Thirty-sixth" for "and Thirty-fifth" 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-sixth Series," before the words "Thirty-fifth 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-sixth Series," before the words "Thirty-fifth 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-sixth," before "Thirty-fifth".

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

Section 29 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-sixth," before "Thirty-fifth" 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-sixth 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 Thirty-first Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Thirty-first 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 Thirty-first 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 Thirty-first 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 Thirty-first Supplemental Indenture.

SECTION 6. Whenever in this Thirty-first 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 Thirty-first 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 Thirty-first 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 Thirty-first Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Thirty-first 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.

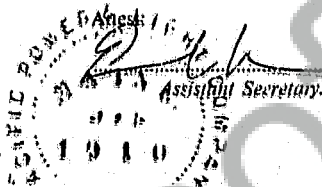
SECTION 8. This Thirty-first Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Pacific Power & Light Company has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, and Morgan Guaranty Trust Company of New York 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 has hereunto set his hand and affixed his seal, all as of the day and year first above written.

PACIFIC POWER & LIGHT COMPANY,

By John F. Hines
Vice President—Finance



Assistant Secretary.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK.

By [Signature]
Trust Officer

Attest:

[Signature]
Assistant Secretary.

[Signature] (L.S.)
R. E. Sparrow



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

On this 15th day of December, 1976, before me, HARRY A. GENZALE, Jr., a Notary Public in and for the State of New York, personally appeared JOHN H. GEIGER and GERARD E. DRUMMOND, known to me to be a Vice President and an Assistant Secretary, respectively, of Pacific Power & Light Company, a Maine corporation, who did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and 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, 1978

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

On this 15th day of December, 1976, before me, JOSHUA C. ADAMS, a Notary Public in and for the State of New York, personally appeared J. W. FLAHERTY and FAITH A. GAUSMAN, known to me to be a Trust Officer and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York trust company, who did say that the seal affixed to the foregoing instrument is the corporate seal of said company, and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said company.

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

Joshua C. Adams
JOSHUA C. ADAMS
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-4617609
Commission Expires March 30, 1977

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

On this 15th day of December, 1976, before me, JOSHUA C. ADAMS, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed this instrument as his free and voluntary act and deed.

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

Joshua C. Adams
JOSHUA C. ADAMS
Notary Public, State of New York
Qualified in Queens County
Certificate Filed in New York County
No. 41-4617609
Commission Expires March 30, 1977

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STATE OF WASHINGTON }
COUNTY OF BENTON }

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WAS. L. L. L. L. L. FILED BY

Accepted by Notary Public

ON 14th DAY OF DEC 1976

AT 22 12 1976

WAS RECORDED IN BOOK 55 PAGE 870

OF 11th 12 1976 AT WASH. STATE

RECORDS IN 11th 12 1976 COUNTY, WASH.

11th 12 1976 COUNTY, WASH.

11th 12 1976 COUNTY, WASH.

11th 12 1976 COUNTY, WASH.

11th 12 1976 COUNTY, WASH.

11th 12 1976 COUNTY, WASH.



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SERIALIZED	FILED
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