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BOOK 57 PAGE 577

Counterpart No. 79

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PACIFIC POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

(formerly Guaranty Trust Company of New York)

AND

R. E. SPARROW

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

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

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Thirty-fifth Supplemental Indenture

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Dated as of October 1, 1980

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**THIRTY-FIFTH SUPPLEMENTAL INDENTURE**

THIS INDENTURE, dated as of the first day of October, 1980, 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 Oliver R. Brooks and Wesley L. Baker), 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-fifth Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage was or is to be recorded 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-fifth 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</u> <u>as of</u>		<u>Dated</u> <u>as of</u>
First	April 1, 1950	Eighteenth	October 1, 1965
Second	March 1, 1952	Nineteenth	December 15, 1967
Third	September 1, 1952	Twentieth	May 1, 1969
Fourth	April 1, 1954	Twenty-first	November 1, 1969
Fifth	August 1, 1954	Twenty-second	July 1, 1970
Sixth	October 1, 1955	Twenty-third	February 1, 1971
Seventh	January 1, 1957	Twenty-fourth	October 1, 1971
Eighth	September 1, 1957	Twenty-fifth	October 1, 1972
Ninth	January 1, 1958	Twenty-sixth	January 1, 1974
Tenth	July 1, 1958	Twenty-seventh	October 1, 1974
Eleventh	September 1, 1960	Twenty-eighth	May 1, 1975
Twelfth	June 22, 1961	Twenty-ninth	January 1, 1976
Thirteenth	April 1, 1962	Thirtieth	July 1, 1976
Fourteenth	December 1, 1962	Thirty-first	December 1, 1976
Fifteenth	April 1, 1963	Thirty-second	January 1, 1977
Sixteenth	August 1, 1963	Thirty-third	November 1, 1977
Seventeenth	October 1, 1964	Thirty-fourth	April 1, 1979

and

WHEREAS the First through Thirty-fourth 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-fifth Supplemental Indenture is to be recorded; 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 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-fifth 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

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Whereas the Company has heretofore issued, in accordance with the provisions of the Mortgage, or supplemented, bonds entitled and designated First Mortgage Bonds, of the Series and in the principal amounts as follows:

<u>Bonds</u>	<u>Date Maturity</u>	<u>Aggregate Principal Amount Issued</u>	<u>Aggregate Principal Outstanding</u>
1. First—3¼%.....	1977	\$38,000,000	\$ 0
2. Second—3%.....	1980	9,000,000	0
3. Third—3¼%.....	1983	12,500,000	12,500,000
4. Fourth—3¼%.....	9/1/1983	7,500,000	7,500,000
5. Fifth—3¼%.....	1984	8,000,000	8,000,000
6. Sixth—3½%.....	8/1/1984	30,000,000	30,000,000
7. Seventh—3¼%.....	1985	10,000,000	10,000,000
8. Eighth—5¾%.....	1987	12,000,000	0
9. Ninth—3¼%.....	9/1/1987	20,000,000	0
10. Tenth—4¼%.....	1988	15,000,000	15,000,000
11. Eleventh—4½%.....	7/8/1988	20,000,000	20,000,000
12. Twelfth—5½%.....	1990	20,000,000	20,000,000
13. Thirteenth—4¼%.....	1992	35,000,000	35,000,000
14. Fourteenth—4¼%.....	12/1/1992	32,000,000	32,000,000
15. Fifteenth—3¾%.....	11/1/1974	11,434,000	0
16. Sixteenth—3¾%.....	4/1/1978	4,500,000	0
17. Seventeenth—3¾%.....	8/1/1979	4,951,000	0
18. Eighteenth—4¼%.....	6/1/1981	5,849,000	5,849,000
19. Nineteenth—4¼%.....	10/1/1982	6,157,000	6,157,000
20. Twentieth—3¾%.....	3/1/1984	8,659,000	8,659,000
21. Twenty-first—4¾%.....	5/1/1986	14,454,000	14,454,000
22. Twenty-second—4¼%.....	1993	30,000,000	30,000,000
23. Twenty-third—4¼%.....	1994	30,000,000	30,000,000
24. Twenty-fourth—3%.....	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—9¾%.....	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—7¼%.....	2002	30,000,000	30,000,000
31. Thirty-first—8¼%.....	2004	60,000,000	60,000,000
32. Thirty-second—9¾%.....	1983	70,000,000	70,000,000
33. Thirty-third—10¼%.....	1990*	60,000,000	60,000,000
34. Thirty-fourth—10%.....	2006	75,000,000	75,000,000
35. Thirty-fifth—7¼%.....	7/1/2006	35,000,000	35,000,000
36. Thirty-sixth—8¾%.....	12/1/2006	50,000,000	50,000,000
37. Thirty-seventh—6¾%.....	1/1/2007	17,000,000	17,000,000
38. Thirty-eighth—8¾%.....	11/1/2007	100,000,000	100,000,000
39. Thirty-ninth—10¼%.....	2009	100,000,000	100,000,000

\* 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-fifth Supplemental Indenture, and the terms of the bonds of the Fortieth

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 and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan 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 Thirty-fourth 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 (f) 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 the properties described in Article IV hereof, and 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 (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 or covered 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 and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan 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 Thirty-fifth 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.

##### Fortieth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "14% Series due 2010" (herein sometimes referred to as the "Fortieth 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 Fortieth Series shall mature on October 1, 2010 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 fourteen and three-fourths per centum (14 $\frac{3}{4}$ %) 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 Fortieth 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 the 14 $\frac{3}{4}$ % Series due 2010 (hereinafter called the "Fortieth Series") is registered at the close of business on any record date for the Fortieth 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 Fortieth 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 Fortieth 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 Fortieth Series are registered on the day immediately preceding the date of payment of such

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

(1) Bonds of the Fortieth 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,

1981 .....	113.95%	1991 .....	109.14%	2001 .....	104.33%
1982 .....	113.47	1992 .....	108.66	2002 .....	103.85
1983 .....	112.99	1993 .....	108.18	2003 .....	103.37
1984 .....	112.51	1994 .....	107.70	2004 .....	102.89
1985 .....	112.03	1995 .....	107.22	2005 .....	102.41
1986 .....	111.55	1996 .....	106.74	2006 .....	101.93
1987 .....	111.07	1997 .....	106.26	2007 .....	101.45
1988 .....	110.59	1998 .....	105.78	2008 .....	100.97
1989 .....	110.11	1999 .....	105.30	2009 .....	100.49
1990 .....	109.63	2000 .....	104.82	2010 .....	100.00



in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Fortieth Series shall be redeemed prior to October 1, 1985, at a General Redemption Price, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Fortieth 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 14.976% per annum.

(II) Bonds of the Fortieth 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 equal to the principal amount of the bonds to be redeemed together with accrued interest to the date fixed for redemption.

(III) At the option of the registered owner, any bonds of the Fortieth 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 Fortieth 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 Fortieth 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 Fortieth Series.

After the execution and delivery of this Thirty-fifth 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 Fortieth 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-ninth or Fortieth" for "or Thirty-ninth" and by substituting "Thirty-ninth and Fortieth" for "and Thirty-ninth" 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 "Fortieth Series," before the words "Thirty-ninth 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 "Fortieth Series," before the words "Thirty-ninth Series" each time such words appear therein

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

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

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

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

## ARTICLE IV

## Specific Description of Property

The following described properties acquired subsequent to February 28, 1979, in the states of Oregon, California, Washington, Wyoming, Montana and Idaho, owned as of July 31, 1980 and used by the Company as sites for its plants, dams, reservoirs, substations, switching stations, office buildings and electric transmission and distribution facilities, or acquired and held for present or future use and development in connection with its electric utility, steam heating, and water supply systems, or for other purposes, as hereinafter indicated, respectively:

## C—ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

All of the following described real property in the states of Oregon, California, Wyoming, Washington and Idaho, used by the Company in connection with the operation and maintenance of the electric substations and switching stations hereinafter designated respectively:

*C-229-Bryan Substation (formerly Casper Substation)*

In NATRONA County, State of WYOMING:

Land additional to and adjoining the tract described in C-229 Item, described as follows:

*C-229 Item 2:* A tract of land located in Section 3, Township 33 North, Range 79 West, 6th Principal Meridian, described as follows:

Beginning at the southeast corner of the Ruan Addition to the City of Casper, thence north  $89^{\circ} 06'$  west 467.07 feet; thence north  $01^{\circ} 10'$  east 55 feet; thence south  $89^{\circ} 06'$  east 467.07 feet; thence south  $01^{\circ} 10'$  west 55 feet, to the point of beginning.

*C-383-Glide Substation*

In DOUGLAS County, State of OREGON:

*C-383 Item:* A tract of land in Lot 8, Block 2, "Glide Plat C," described as follows:

Beginning at a 5/8" iron rod on the westerly line of Brown Street from which point the southeast corner of said Lot 8 bears south 8° 14' 01" east 136.77 feet; thence south 86° 10' 15" west 191.96 feet to a 5/8" iron rod; thence north 3° 49' 45" west 96.19 feet to the northerly line of said Lot 8; thence along said northerly line north 65° 34' 14" east 32.08 feet to a 1/2" iron pipe at the northwest corner of that property described in Volume 225, Page 742 in the Deed Records of Douglas County, Oregon; thence along the westerly and southerly lines of said property described in Volume 225, Page 742, respectively, south 12° 30' 39" east 71.68 feet to a 5/8" iron rod and north 65° 34' 14" east 153.95 feet to a 1 1/4" iron pipe in the above said westerly line of Brown Street; thence along said westerly line south 8° 14' 01" east 91.06 feet to the point of beginning and containing 0.306 acres of land, more or less.

**C-384-Crooked River Ranch Substation**

In JEFFERSON County, State of OREGON:

**C-384 Item:** A tract of land in Section 24, Township 13 South, Range 12 East, Willamette Meridian, described as follows:

Lot 83, Crooked River Ranch No. 16, as recorded in Cabinet A, Pages 110 through 115, County Records.

**C-385-Gordon Hollow Substation**

In SHERMAN County, State of OREGON:

**C-385 Item:** A tract of land in Section 3, Township 1 South, Range 17 East, Willamette Meridian, described as follows:

Beginning at a point on the section line between Sections 3 and 4 in said township and range, said point being south 00° 07' 25" west 1,107.77 feet from the northwest corner of said Section 3; thence north 44° 09' 10" east 130.00 feet; thence south 62° 50' 50" east 53.00 feet; thence south 45° 50' 50" east 83.95 feet; thence running parallel to and 80 feet distance northwesterly from the westerly line of the Bonneville Power Administration DeMoss Substation site, south 44° 09' 10" west 104.33 feet, more or less, to the northerly right of way line of the Gordon Hollow (County) Road; thence along said right of way line northwesterly 141 feet, more or less, to the point of beginning; containing 0.377 acres, more or less.

**C-386-Hamburg Substation**

In SISKIYOU County, State of CALIFORNIA:

**C-386 Item:** A tract of land in Section 36, Township 46 North, Range 11 West, Mount Diablo Meridian, described as follows:

Commencing at a GLO brass cap set at the south one-quarter corner of said Section 36; thence south  $89^{\circ} 35'$  west 722.88 feet (westerly 725.22 feet, Record) along the south line of said Section 36 to a southwesterly corner of the John W. & Catherine V. Fickes property and the true point of beginning of this description; thence north  $26^{\circ} 24' 37''$  east 156.22 feet (north  $26^{\circ} 32'$  east, Record) along a northwesterly line of said Fickes property to the centerline of a 50 ft. wide California Oregon Power Co. Right of Way; thence south  $81^{\circ} 18' 04''$  east 52.49 feet along said centerline; thence south  $26^{\circ} 24' 37''$  west, 146.91 feet to the south line of said Section 36; thence south  $89^{\circ} 35'$  west 56.03 feet to the true point of beginning; containing 0.17 acres, more or less.

**C-387-Oden Substation**

In BONNER County, State of IDAHO:

**C-387 Item:** A tract of land in Section 36, Township 58 North, Range 1 West, Boise Meridian, described as follows:

Commencing at the southeast corner of said Section 36, thence north  $54^{\circ} 29' 10''$  west 1,010.58 feet to a point on the northern right-of-way line of State Highway 200 which is the true point of beginning; thence north  $1^{\circ} 07' 07''$  east 244.28 feet; thence south  $87^{\circ} 52' 03''$  west 348.49 feet; thence south  $1^{\circ} 07' 07''$  west 250.00 feet to a point on the northern right-of-way line of Highway 200; thence north  $79^{\circ} 46' 41''$  East 66.62 feet along said right of way to the beginning of a curve, concave to the southeast, having a radius of 2,803.37 feet; thence northeasterly 282.99 feet along said curve through a central angle of  $5^{\circ} 47' 02''$  to the true point of beginning (said curve being the northern right of way line of Highway 200); containing 1.9 acres more or less.

**C-388-New Wenas Substation**

In YAKIMA County, State of WASHINGTON:

**C-388 Item:** A tract of land in Section 13, Township 14 North, Range 18 East, Willamette Meridian, described as follows:



The south 240.26 feet of the east 200.26 feet of the southwest quarter of the northwest quarter of said Section 13, EXCEPT the south 40 feet for road.

**D—ELECTRIC TRANSMISSION LINES**

All the following described transmission lines of the Company in the States of Oregon, California, Washington, Wyoming and Montana, hereinafter enumerated and described as extending from plants or stations hereinabove described or other termini as indicated, to other designated plants, stations, or other termini as indicated below:

- D-358 Line:* From Hermiston Substation (C-37) to Cold Springs Substation (C-378) in UMATILLA County, State of OREGON.
- D-359 Line:* From New Happy Camp Substation (C-380) to pole 1A/16 on Line 59 in SISKIYOU County, State of CALIFORNIA.
- D-360 Line:* From pole 5/36 on Line 59 to Copco 2 to pole 4A/36 on Line 59 in SISKIYOU County, State of CALIFORNIA and JACKSON County, State of OREGON.
- D-361 Line:* From Wallula Substation (C-317) to pole 5/4 on the Lowden Line in WALLA WALLA County, State of WASHINGTON.
- D-362 Line:* From Refinery Substation to pole 1A/7 on the Big Muddy Line in NATRONA County, State of WYOMING.
- D-363 Line:* From Bairoil Substation to Great Divide Substation in SWEETWATER County, State of WYOMING.
- D-364 Line:* From Lion Mountain Substation (C-382) to pole 1/3 on the Big Fork-Sommers Line in FLATHEAD County, State of MONTANA.

**G—WATER SYSTEMS**

*G-7-Lebanon Water System*

Land used in connection with the water supply and water distribution system of the Company in and about the City of Lebanon, LINN County, State of OREGON:

**G-7 Item 12:** A tract of land in Section 27, Township 12 South, Range 2 West, Willamette Meridian, described as follows:

Beginning at a 5/8 inch iron rod on the easterly right of way line of County Road Number 714, said rod is more particularly described as being 35.06 feet, south 89° 47' 00" east; 1,454.13 feet, north 18° 15' 00" east; and 2.00 feet, north 16° 46' 00" east of the southwest corner of the Samuel Carroll Donation Land Claim No. 64 located in said Section 27; running thence along the easterly right of way line of County Road No. 714, north 16° 46' 00" east 156.46 feet to a 5/8 inch iron rod; thence south 89° 47' 00" east 254.91 feet to a 5/8 inch iron rod thence south 150.00 feet to a 5/8 inch iron rod; thence north 89° 47' 00" west 300.00 feet to the point of beginning.

#### H—OFFICE BUILDINGS

The following district office of the Company in the State of Oregon, including the following described real property:

##### *H-36-Bend District Office*

In DESCHUTES County, State of OREGON:

*H-36 Item:* Lots 9 and 10; Block 6, of the Original Townsite of Bend.

#### J—MISCELLANEOUS REAL ESTATE

All of the following described real property of the Company located in the States of Oregon and Washington, used for warehouse sites, pole yards or other purposes in connection with the construction, operation and maintenance of its utility systems, or held for future use, namely:

**J-7-Lands in MULTNOMAH County, State of OREGON:**

*J-7 Item 14:* Three tracts of land located in Section 22, Township 1 North, Range 1 East, Willamette Meridian:

*Parcel #1:* Lots 1, 2, 3, 4, 5, 6, 7, 11, 12, 13, 14, 15, 16 and the east 90 feet of Lot 8, Block 26, Albina Homestead, in the City of Portland.

*Parcel #2:* The west 30 feet of Lot 8, Block 26, Albina Homestead, in the City of Portland.

*Parcel #3:* Lots 2 and 3, and the south 100 feet of Lot 4, Clossett, Devers and Labbes' Subdivision of Block "F," Albina Homestead, in the City of Portland.

*J-7 Item 15:* Lots 9 and 10, Block 26, Albina Homestead, in the City of Portland.

**J-18-Lands in KLICKITAT County, State of WASHINGTON:**

*J-18 Item 21:* Lot 4, Block 3, West Roosevelt, according to the plat thereof recorded in Volume 3 of Plats, page 44, County Records.

**J-26-Lands in LINN County, State of OREGON:**

*J-26 Item 33:* The northwest quarter of the northwest quarter of Section 9, Township 12 South, Range 1 West, Willamette Meridian.

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 Senior Vice Presidents or 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   
Vice President.

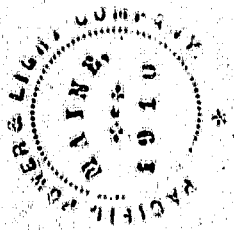
Attest:   
Assistant Secretary.

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

By   
Trust Officer

Attest:   
Assistant Secretary.

  
R. E. SPARROW (L.S.)



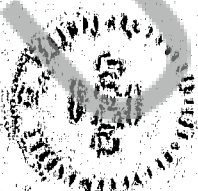
STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss.:

On this 15th day of October, 1980, before me, HARRY A. GENZALE, JR., a Notary Public in and for the State of New York, personally appeared R. F. LANZ and P. J. SIMPSON, 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.



*H. A. Genzale, Jr.*  
HARRY A. GENZALE, JR.  
Notary Public, State of New York  
No. 43-6488135 Richmond County  
Certificate filed in New York County  
Term expires March 30, 1982



Unofficial Copy

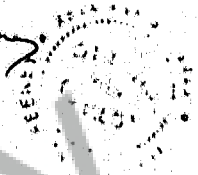


STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS.:

On this 15th day of October, 1980, before me, WILLIAM A. FEENEY, a Notary Public in and for the State of New York, personally appeared R. AMUNDSEN and THOMAS R. BOWEN, 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.

*William A. Feeny*  
WILLIAM A. FEENEY  
Notary Public, State of New York  
Qualified in Queens County  
Certificate Filed in New York County  
No. 41-6251746  
Commission expires March 30, 1982.

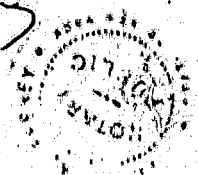


STATE OF NEW YORK }  
COUNTY OF NEW YORK } SS.:

On this 15th day of October, 1980, before me, WILLIAM A. FEENEY, 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.

*William A. Feeny*  
WILLIAM A. FEENEY  
Notary Public, State of New York  
Qualified in Queens County  
Certificate Filed in New York County  
No. 41-6251746  
Commission expires March 30, 1982.



91622

STATE OF WASHINGTON }  
COUNTY OF SKAMANIA } SS.

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY

*Shel Rivers, Balogh, Prasse & Co., P.C.*

OF 9235 W 5<sup>th</sup> Ave. (across)

AT 12:15 P.M. 11-24-80

WAS RECORDED IN BOOK 57

OF 704 AT PAGE 577

RECORDS OF SKAMANIA COUNTY, WASH

*E. Morgan*  
COUNTY AUDITOR

*E. Morgan*

Registered   
Indexed, Dr.   
Indirect   
Recorded   
Mailed