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COUNTERPART No. 4

5969

Vol. 11-66 Page 4638

PORTLAND GENERAL ELECTRIC COMPANY

TO

THE MARINE MIDLAND TRUST COMPANY  
OF NEW YORK

TRUSTEE.

**Tenth Supplemental Indenture**

Dated November 1, 1961

\$12,000,000 First Mortgage Bonds  
5 1/8% Series due 1991

Supplemental to Indenture of Mortgage and Deed of Trust  
dated July 1, 1945 of Portland General Electric Company.

STATE OF OREGON, } as  
County of Polk }

I certify that the within instrument  
was received for record on the 8  
day of November A.D. 1961  
at 11:00 o'clock A.M. and recorded  
in book 123 on page 333 Record of  
Mortgages of said County.

Witness my hand

Betty Adams  
County Clerk

Jean Campbell  
Deputy

Also Charlotte W. W.

**TENTH SUPPLEMENTAL INDENTURE**, dated November 1, 1961, made by and between Portland General Electric Company, an Oregon corporation (hereinafter called the "Company"), party of the first part, and The Marine Midland Trust Company of New York, a New York corporation (hereinafter called the "Trustee"), party of the second part.

WHEREAS, the Company has heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (herein sometimes referred to as the "Original Indenture"), dated July 1, 1945, to The Marine Midland Trust Company of New York, as Trustee, to secure an issue of First Mortgage Bonds of the Company; and

WHEREAS, Bonds in the aggregate principal amount of \$34,000,000 have heretofore been issued under and in accordance with the terms of the Original Indenture as Bonds of an initial series designated "First Mortgage Bonds, 3 1/8% Series due 1975" (herein sometimes referred to as the "Bonds of the 1975 Series"); and

WHEREAS, the Company has heretofore executed and delivered to The Marine Midland Trust Company of New York, as Trustee, several supplemental indentures which provided, among other things, for the creation or issuance of several new series of First Mortgage Bonds under the terms of the Original Indenture as follows:

Supplemental Indenture	Dated	Series	Principal Amount
First	11-1-47	3 1/4% Series due 1977	\$ 6,000,000
Second	11-1-48	3 1/2% Series due 1977	4,000,000
Third	5-1-52	3 1/4% Second Series due 1977	4,000,000
Fourth	11-1-53	4 1/8% Series due 1983	*8,000,000
Fifth	11-1-54	3 3/4% Series due 1984	12,000,000
Sixth	9-1-56	4 1/4% Series due 1986	16,000,000
Seventh	6-1-57	4 7/8% Series due 1987	10,000,000
Eighth	12-1-57	5 1/2% Series due 1987	15,000,000
Ninth	6-1-60	5 1/4% Series due 1990	15,000,000

which bonds are sometimes referred to herein as the "Bonds of the 1977 Series", "Bonds of the 1977 Second Series", "Bonds of the 1983 Series", "Bonds of the 1984 Series", "Bonds of the 1986 Series", "Bonds of the 4 7/8% Series due 1987", "Bonds of the 5 1/2% Series due 1987", and "Bonds of the 1990 Series", respectively; and

\*This entire issue of bonds was redeemed out of the proceeds from the sale of First Mortgage Bonds, 3 3/4% Series due 1984.

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WHEREAS, the Original Indenture provides that the Company and the Trustee, subject to the conditions and restrictions in the Original Indenture contained, may enter into an indenture or indentures supplemental thereto, which shall thereafter form a part of said Original Indenture, among other things, to mortgage, pledge, convey, transfer or assign to the Trustee and to subject to the lien of the Original Indenture with the same force and effect as though included in the granting clauses thereof, additional properties acquired by the Company after the execution and delivery of the Original Indenture, and to provide for the creation of any series of Bonds (other than the Bonds of the 1975 Series), designating the series to be created and specifying the form and provisions of the Bonds of such series as therein provided or permitted, and to provide a sinking, amortization, replacement or other analogous fund for the benefit of all or any of the Bonds of any one or more series, of such character and of such amount, and upon such terms and conditions as shall be contained in such supplemental indenture; and

WHEREAS, the Company desires to provide for the creation of a new series of bonds to be known as "First Mortgage Bonds, 5 $\frac{1}{4}$ % Series due 1991" (sometimes herein referred to as the "Bonds of the 1991 Series"), and to specify the form and provisions of the Bonds of such series, and to mortgage, pledge, convey, transfer or assign to the Trustee and to subject to the lien of the Original Indenture certain additional properties acquired by the Company since the execution and delivery of the Original Indenture; and

WHEREAS, the Company intends at this time to issue not to exceed \$12,000,000 aggregate principal amount of Bonds of the 1991 Series under and in accordance with the terms of the Original Indenture and the Supplemental Indentures above referred to; and

WHEREAS, the coupon Bonds of the 1991 Series, the interest coupons to be attached to the coupon Bonds of the 1991 Series, the registered Bonds of the 1991 Series without coupons and the Trustee's authentication certificate to be executed on the Bonds of the 1991 Series, are to be substantially in the following forms, respectively:

(Form of Coupon Bond of the 1991 Series)

No. SM \$1,000

PORTLAND GENERAL ELECTRIC COMPANY  
FIRST MORTGAGE BOND, 5 $\frac{1}{4}$ % SERIES DUE 1991  
DUE NOVEMBER 1, 1991

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond be registered as to principal, to



the registered owner hereof, on November 1, 1991, One Thousand Dollars, and to pay interest thereon from November 1, 1961, at the rate of  $5\frac{1}{4}$  per cent per annum, on May 1, 1962, and thereafter semiannually on the first day of May and on the first day of November in each year until payment of the principal hereof, payable, as to the interest accruing prior to maturity, only upon surrender of the respective coupons attached hereto as they severally become due.

The principal of this bond will be paid in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, and interest thereon will be paid in like coin or currency at said office or agency or, at the option of the holder hereof, at the office or agency of the Company in the City of Chicago, Illinois.

This bond is one of the bonds, of a series designated as  $5\frac{1}{4}$ % Series due 1991, of an authorized issue of bonds of the Company known as First Mortgage Bonds, not limited as to maximum aggregate principal amount, all issued or issuable in one or more series under and equally secured (except in so far as any sinking fund, replacement fund or other fund established in accordance with the provisions of the Indenture hereinafter mentioned may afford additional security for the bonds of any specific series) by an Indenture of Mortgage and Deed of Trust dated July 1, 1945, duly executed and delivered by the Company to The Marine Midland Trust Company of New York, as Trustee, as supplemented and modified by a First Supplemental Indenture, dated November 1, 1947, a Second Supplemental Indenture, dated November 1, 1948, a Third Supplemental Indenture, dated May 1, 1952, a Fourth Supplemental Indenture, dated November 1, 1953, a Fifth Supplemental Indenture, dated November 1, 1954, a Sixth Supplemental Indenture, dated September 1, 1956, a Seventh Supplemental Indenture, dated June 1, 1957, an Eighth Supplemental Indenture, dated December 1, 1957, a Ninth Supplemental Indenture, dated June 1, 1960 and a Tenth Supplemental Indenture, dated November 1, 1961 (such Indenture of Mortgage and Deed of Trust as supplemented and modified by such Supplemental Indentures being hereinafter called the "Indenture"), to which Indenture and all indentures supplemental thereto, reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the nature and extent of the security, and the rights, duties and immunities thereunder of the Trustee, the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the terms upon which said bonds may be issued thereunder.



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The bonds of the 5½% Series due 1991 are subject to redemption prior to maturity as a whole at any time or in part from time to time during each of the twelve months' periods set forth in the tabulation below, (a) at the option of the Company (other than in the cases mentioned in the following clause (b)), upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation, under the heading "Regular Redemption Price" provided, however, that no such redemption shall be made prior to November 1, 1966 directly or indirectly out of the proceeds of or in anticipation of any borrowings or the issuance of other debt obligations by or for the account of the Company having an effective interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowings or issuance) of less than 5½% per annum; and (b) by operation of the sinking fund and replacement fund provided for in the Indenture and (in the instances provided in the Indenture) by the application of proceeds of property subject to the lien thereof, upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation, under the heading "Special Redemption Price":

Twelve Months' Period Beginning November 1	Regular Redemption Price	Special Redemption Price
1961	105.13	100.00
1962	104.95	100.00
1963	104.77	100.00
1964	104.59	100.00
1965	104.42	100.00
1966	104.24	100.00
1967	104.06	100.00
1968	103.89	100.00
1969	103.71	100.00
1970	103.53	100.00
1971	103.36	100.00
1972	103.18	100.00
1973	103.00	100.00
1974	102.83	100.00
1975	102.65	100.00
1976	102.47	100.00
1977	102.30	100.00
1978	102.12	100.00
1979	101.94	100.00

Twelve Months' Period Beginning November 1	5	
	Regular Redemption Price	Special Redemption Price
1980	101.77	100.00
1981	101.59	100.00
1982	101.41	100.00
1983	101.24	100.00
1984	101.06	100.00
1985	100.88	100.00
1986	100.71	100.00
1987	100.53	100.00
1988	100.35	100.00
1989	100.18	100.00
1990	100.00	100.00

together in each case with interest accrued on the bonds to be redeemed to the redemption date, upon prior notice given by publication at least once each week for three successive calendar weeks, the first publication to be not less than thirty days nor more than ninety days prior to the redemption date, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in the City of Chicago, Illinois; provided that if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, such notice may be given by mail in lieu of such publication, all as more fully provided in the Indenture.

If this bond is duly called for redemption and payment duly provided for as specified in the Indenture, this bond shall cease to be entitled to the lien of the Indenture from and after the date payment is so provided for and shall cease to bear interest from and after the redemption date.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per cent in principal amount of the bonds (exclusive of bonds disqualified by reason of the Company's interest therein) at the time outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than sixty per cent in principal amount of each series affected, to effect, by an indenture supplemental to the Indenture, modifications or alterations of the Indenture and of the rights and obligations of the Company and of the holders of the bonds and coupons; provided, however, that no such modification or alteration shall be made without the written approval or consent of the holder hereof which will (a) extend the ma-

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turity of this bond or reduce the rate or extend the time of payment of interest hereon or reduce the amount of the principal hereof or reduce any premium payable on the redemption hereof, (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (c) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid.

This bond shall pass by delivery, except that it may be registered as to principal from time to time at the option of the bearer on registration books to be kept for that purpose at the principal office in the Borough of Manhattan, City and State of New York, of the Trustee, such registration being noted hereon, and if so registered shall pass only by transfer upon such books by the registered owner hereof or his duly authorized attorney, similarly noted hereon, unless such transfer shall have been made and registered to bearer and noted hereon, in which case it shall again pass by delivery until again registered. Such registration of this bond as to principal shall not affect the negotiability of its coupons, which shall remain payable to bearer and pass by delivery, whether or not this bond is registered.

The Company, the Trustee and any paying agent may deem and treat the bearer of this bond, or if this bond is registered as to principal as herein authorized the person in whose name this bond is registered, and the bearer of any interest coupon appertaining hereto, whether or not this bond be registered as to principal, as the absolute owner thereof, whether or not this bond or such coupon shall be overdue, for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Company, the Trustee nor any paying agent shall be affected by any notice to the contrary.

Coupon bonds of this series, bearing all unmatured coupons, may be exchanged at said office of the Trustee for a like principal amount of registered bonds of the same series without coupons and in authorized denominations, upon payment, if the Company shall so require, of the charges provided for in the Indenture and subject to the terms and conditions therein set forth.

If an event of default as defined in the Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of



particular series, may in the cases, to the extent and as provided in the Indenture, waive certain defaults thereunder and the consequences of such defaults.

No recourse shall be had for the payment of the principal of or the interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, against any incorporator, shareholder, director or officer, past, present or future, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, shareholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and as provided in the Indenture.

Neither this bond nor any of the coupons for interest hereon shall become or be valid or obligatory for any purpose until the authentication certificate hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, PORTLAND GENERAL ELECTRIC COMPANY has caused these presents to be executed in its corporate name by its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries, and has likewise caused the annexed coupons to be authenticated by a facsimile of the signature of its Treasurer, all as of the first day of November, 1961.

PORTLAND GENERAL ELECTRIC COMPANY,

By \_\_\_\_\_ Vice President.

Attest:

\_\_\_\_\_  
Assistant Secretary.

(Form of Interest Coupon Appurtenant to Coupon  
Bonds of the 1991 Series)

No. \_\_\_\_\_

\$ \_\_\_\_\_  
On the first day of \_\_\_\_\_ 19 \_\_\_\_\_, PORTLAND  
GENERAL ELECTRIC COMPANY, upon surrender hereof, unless the bond  
mentioned below shall previously have become due and payable and pay-

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ment shall have been duly provided therefor, will pay to the bearer, at its office or agency in the Borough of Manhattan, City and State of New York, or, at the option of the bearer, at its office or agency in the City of Chicago, Illinois, Dollars (\$) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, being six months' interest then due on its First Mortgage Bond, 5 $\frac{1}{4}$ % Series due 1991, No. SM\_\_\_\_\_.

\_\_\_\_\_  
Treasurer.

(Form of Registered Bond of the 1991  
Series Without Coupons)

No. SR

\$\_\_\_\_\_

PORTLAND GENERAL ELECTRIC COMPANY  
FIRST MORTGAGE BOND, 5 $\frac{1}{4}$ % SERIES DUE 1991  
DUE NOVEMBER 1, 1991

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation  
(hereinafter sometimes called the "Company"), for value received, hereby  
promises to pay to\_\_\_\_\_

or registered assigns\_\_\_\_\_

Dollars on November 1, 1991, and to pay to the registered owner hereof  
interest thereon from the date hereof at the rate of 5 $\frac{1}{4}$  per cent per annum,  
semiannually on the first day of May and on the first day of November in  
each year until payment of the principal hereof.

The principal of this bond will be paid in any coin or currency of the  
United States of America which at the time of payment is legal tender  
for the payment of public and private debts, at the office or agency of the  
Company in the Borough of Manhattan, City and State of New York, and  
interest thereon will be paid in like coin or currency at said office or  
agency or, at the option of the holder hereof, at the office or agency of the  
Company in the City of Chicago, Illinois.

This bond is one of the bonds, of a series designated as 5 $\frac{1}{4}$ % Series  
due 1991, of an authorized issue of bonds of the Company, known as First  
Mortgage Bonds, not limited as to maximum aggregate principal amount,  
all issued or issuable in one or more series under and equally secured

(except in so far as any sinking fund, replacement fund or other fund established in accordance with the provisions of the Indenture hereinafter mentioned may afford additional security for the bonds of any specific series) by an Indenture of Mortgage and Deed of Trust dated July 1, 1945, duly executed and delivered by the Company to The Marine Midland Trust Company of New York, as Trustee, as supplemented and modified by a First Supplemental Indenture, dated November 1, 1947, a Second Supplemental Indenture, dated November 1, 1948, a Third Supplemental Indenture, dated May 1, 1952, a Fourth Supplemental Indenture, dated November 1, 1953, a Fifth Supplemental Indenture, dated November 1, 1954, a Sixth Supplemental Indenture, dated September 1, 1956, a Seventh Supplemental Indenture, dated June 1, 1957, an Eighth Supplemental Indenture, dated December 1, 1957, a Ninth Supplemental Indenture, dated June 1, 1960 and a Tenth Supplemental Indenture, dated November 1, 1961 (such Indenture of Mortgage and Deed of Trust as supplemented and modified by such Supplemental Indentures being hereinafter called the "Indenture"), to which Indenture and all indentures supplemental thereto, reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the nature and extent of the security, and the rights, duties and immunities thereunder of the Trustee, the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the terms upon which said bonds may be issued thereunder.

The bonds of the 5 $\frac{1}{4}$ % Series due 1991 are subject to redemption prior to maturity as a whole at any time or in part from time to time during each of the twelve months' periods set forth in the tabulation below, (a) at the option of the Company (other than in the cases mentioned in the following clause (b)), upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation, under the heading "Regular Redemption Price" provided, however, that no such redemption shall be made prior to November 1, 1966 directly or indirectly out of the proceeds of or in anticipation of any borrowings or the issuance of other debt obligations by or for the account of the Company having an effective interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowings or issuance) of less than 5 $\frac{1}{4}$ % per annum; and (b) by operation of the sinking fund and replacement fund provided for in the Indenture and (in the instances provided in the Indenture) by the application of proceeds of property subject to the lien thereof, upon payment of the applicable percentage of



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the principal amount thereof set forth in said tabulation, under the heading "Special Redemption Price":

Twelve Months' Period Beginning November 1	Regular Redemption Price	Special Redemption Price
1961	105.13	100.00
1962	104.95	100.00
1963	104.77	100.00
1964	104.59	100.00
1965	104.42	100.00
1966	104.24	100.00
1967	104.06	100.00
1968	103.89	100.00
1969	103.71	100.00
1970	103.53	100.00
1971	103.36	100.00
1972	103.18	100.00
1973	103.00	100.00
1974	102.83	100.00
1975	102.65	100.00
1976	102.47	100.00
1977	102.30	100.00
1978	102.12	100.00
1979	101.94	100.00
1980	101.77	100.00
1981	101.59	100.00
1982	101.41	100.00
1983	101.24	100.00
1984	101.06	100.00
1985	100.88	100.00
1986	100.71	100.00
1987	100.53	100.00
1988	100.35	100.00
1989	100.18	100.00
1990	100.00	100.00

together in each case with interest accrued on the bonds to be redeemed to the redemption date, upon prior notice given by publication at least once each week for three successive calendar weeks, the first publication to be not less than thirty days nor more than ninety days prior to the redemption date, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the

Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in the City of Chicago, Illinois; provided that if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, such notice may be given by mail in lieu of such publication, all as more fully provided in the Indenture.

If this bond or any portion thereof (One Thousand Dollars or a multiple thereof) is duly called for redemption and payment duly provided for as specified in the Indenture, this bond or such portion thereof shall cease to be entitled to the lien of the Indenture from and after the date payment is so provided for and shall cease to bear interest from and after the redemption date.

In the event of the selection for redemption of a portion only of the principal of this bond, payment of the redemption price will be made only (a) upon presentation of this bond for notation hereon of such payment of the portion of the principal of this bond so called for redemption, or (b) upon surrender of this bond in exchange for a bond or bonds, in either registered or coupon form (but only of authorized denominations of the same series), for the unredeemed balance of the principal amount of this bond.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per cent in principal amount of the bonds (exclusive of bonds disqualified by reason of the Company's interest therein) at the time outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than sixty per cent in principal amount of each series affected, to effect, by an indenture supplemental to the Indenture, modifications or alterations of the Indenture and of the rights and obligations of the Company and of the holders of the bonds and coupons; provided, however, that no such modification or alteration shall be made without the written approval or consent of the holder hereof which will (a) extend the maturity of this bond or reduce the rate or extend the time of payment of interest hereon or reduce the amount of the principal hereof or reduce any premium payable on the redemption hereof, (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (c) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney, at the principal office in the Borough

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of Manhattan, City and State of New York, of the Trustee, upon surrender of this bond for cancellation and upon payment, if the Company shall so require, of the charges provided for in the Indenture, and thereupon a new registered bond of the same series of like principal amount will be issued to the transferee in exchange therefor.

The Company, the Trustee and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payments of or on account of the principal hereof and interest due hereon, and for all other purposes, whether or not this bond shall be overdue, and neither the Company, the Trustee nor any paying agent shall be affected by any notice to the contrary.

The registered owner of this bond at his option may surrender the same for cancellation at said office of the Trustee and receive in exchange therefor the same aggregate principal amount of registered bonds of the same series but of other authorized denominations or coupon bonds of the same series of the denomination of One Thousand Dollars, upon payment, if the Company shall so require, of the charges provided for in the Indenture and subject to the terms and conditions therein set forth.

If an event of default as defined in the Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and as provided in the Indenture, waive certain defaults thereunder and the consequences of such defaults.

No recourse shall be had for the payment of the principal of or the interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, against any incorporator, shareholder, director or officer, past, present or future, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, shareholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and as provided in the Indenture.

This bond shall not become or be valid or obligatory for any purpose



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until the authentication certificate hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, PORTLAND GENERAL ELECTRIC COMPANY has caused these presents to be executed in its corporate name by its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated \_\_\_\_\_ PORTLAND GENERAL ELECTRIC COMPANY,

By \_\_\_\_\_ Vice President.

Attest:

\_\_\_\_\_  
Assistant Secretary.

(Form of Trustee's Authentication Certificate for  
Bonds of the 1991 Series)

This is one of the bonds, of the series designated herein, described in the within mentioned Indenture.

THE MARINE MIDLAND TRUST COMPANY  
OF NEW YORK,  
AS TRUSTEE,

By \_\_\_\_\_ Authorized Officer.

and

WHEREAS, all acts and proceedings required by law and by the charter or articles of incorporation and bylaws of the Company necessary to make the Bonds of the 1991 Series to be issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute this Supplemental Indenture a valid and binding instrument, have been done and taken; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, that, in order to secure the payment of the principal of, premium, if any, and interest on all Bonds at any time issued and outstanding under the Original Indenture as supplemented and modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Supplemental Indentures and as supplemented and modified by this Tenth Supplemental Indenture,

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according to their tenor, purport and effect, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and for the purpose of confirming and perfecting the lien of the Original Indenture on the properties of the Company hereinafter described, and for and in consideration of the premises and of the mutual covenants herein contained, and acceptance of the Bonds of the 1991 Series by the holders thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Supplemental Indenture and by these presents does grant, bargain, sell, warrant, alien, convey, assign, transfer, mortgage, pledge, hypothecate, set over and confirm unto the Trustee the following property, rights, privileges and franchises (in addition to all other property, rights, privileges and franchises heretofore subjected to the lien of the Original Indenture as supplemented by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Supplemental Indentures and not heretofore released from the lien thereof), to-wit:

## CLAUSE I

All the property, real, personal or mixed, tangible or intangible (other than excepted property as defined in the Original Indenture) of every kind, character and description, which is described in Schedule A hereto attached and hereby made a part hereof, as fully as if set forth herein at length.

## CLAUSE II

Without in any way limiting anything in Schedule A hereto or hereinafter described, all and singular the lands, real estate, chattels real, interests in land, leaseholds, ways, rights-of-way, easements, servitudes, permits and licenses, lands under water, riparian rights, franchises, privileges, electric generating plants, electric transmission and distribution systems, and all apparatus and equipment appertaining thereto, offices, buildings, warehouses, garages, and other structures, tracks, machine shops, materials and supplies and all property of any nature appertaining to any of the plants, systems, business or operations of the Company, whether or not affixed to the realty, used in the operation of any of the premises or plants or systems or otherwise, which have been acquired by the Company since the execution and delivery of the Ninth Supplemental Indenture (other than excepted property as defined in the Original Indenture).

## CLAUSE III

All corporate, Federal, State, municipal and other permits, consents,

licenses, bridge licenses, bridge rights, river permits, franchises, grants, privileges and immunities of every kind and description, owned, held, possessed or enjoyed by the Company (other than excepted property as defined in the Original Indenture) and all renewals, extensions, enlargements and modifications of any of them, which have been acquired by the Company since the execution and delivery of the Ninth Supplemental Indenture.

## CLAUSE IV

Together with all and singular the plants, buildings, improvements, additions, tenements, hereditaments, easements, rights, privileges, licenses and franchises and all other appurtenances whatsoever belonging or in any wise appertaining to any of the property hereby mortgaged or pledged, or intended so to be, or any part thereof, and the reversion and reversions, remainder and remainders, and the rents, revenues, issues, earnings, income, products and profits thereof, and every part and parcel thereof, and all the estate, right, title, interest, property, claim and demand of every nature whatsoever of the Company at law, in equity or otherwise howsoever, in, of and to such property and every part and parcel thereof.

TO HAVE AND TO HOLD all of said property, real, personal and mixed, and all and singular the lands, properties, estates, rights, franchises, privileges and appurtenances hereby mortgaged, conveyed, pledged or assigned, or intended so to be, together with all the appurtenances thereto appertaining and the rents, issues and profits thereof, unto the Trustee and its successors and assigns, forever:

SUBJECT, HOWEVER, to the exceptions, reservations, restrictions, conditions, limitations, covenants and matters recited in Schedule A hereto and contained in all deeds and other instruments whereunder the Company has acquired any of the property now owned by it, and to permitted encumbrances as defined in Subsection B of Section 1.11 of the Original Indenture;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate use, benefit, security and protection of those who from time to time shall hold the Bonds and coupons authenticated and delivered under the Original Indenture, the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Supplemental Indentures, or this Supplemental Indenture and duly issued by the Company, without any discrimination, preference or priority of any one bond or coupon over any other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 11.28 of the Original Indenture, so that, subject to said Section 11.28, each and all of said Bonds and coupons shall have the same right,



lien and privilege under the Original Indenture, the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth or Ninth Supplemental Indentures, or this Supplemental Indenture and shall be equally secured thereby and hereby and shall have the same proportionate interest and share in the trust estate, with the same effect as if all of the Bonds and coupons had been issued, sold and negotiated simultaneously on the date of delivery of the Original Indenture;

AND UPON THE TRUSTS, USES AND PURPOSES and subject to the covenants, agreements and conditions in the Original Indenture and the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Supplemental Indentures and herein set forth and declared.

#### ARTICLE ONE.

##### BONDS OF THE 1991 SERIES AND CERTAIN PROVISIONS RELATING THERETO.

Section 1.01. *Certain Terms of Bonds of the 1991 Series.* There shall be a series of Bonds, known as and entitled "First Mortgage Bonds, 5 1/4% Series due 1991", and the forms thereof shall be substantially as hereinabove set forth. The aggregate principal amount of the Bonds of the 1991 Series shall be limited to \$12,000,000 excluding, however, any Bonds of the 1991 Series which may be executed, authenticated and delivered in exchange for or in lieu of or in substitution for other Bonds of the 1991 Series pursuant to the provisions of the Original Indenture or of this Supplemental Indenture.

The definitive Bonds of the 1991 Series shall be coupon Bonds of the denomination of \$1,000, registrable as to principal, and registered Bonds without coupons of the denomination of \$1,000 and of such multiples of \$1,000 as shall be determined by the Company. The coupon Bonds of the 1991 Series shall be dated November 1, 1961, which date shall be the date of the commencement of the first interest period for all Bonds of the 1991 Series, and the registered Bonds of the 1991 Series without coupons shall be dated as provided in Section 2.05 of the Original Indenture. All Bonds of the 1991 Series shall mature November 1, 1991, and shall bear interest at the rate of 5 1/4% per annum from their respective dates until the payment of the principal thereof, such interest to be payable semiannually on May 1 and November 1 in each year. The principal of the Bonds of the 1991 Series shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts at the office or agency of the Company in the Borough of Manhattan, City and State of New York, and interest on such Bonds shall be payable in like coin or currency at said office or agency, or,

at the option of the holder of any Bond, at the office or agency of the Company in the City of Chicago, Illinois.

The definitive Bonds of the 1991 Series may be issued in the form of Bonds engraved, printed or lithographed on steel engraved borders.

Upon compliance with the provisions of Section 2.06 of the Original Indenture and upon payment, at the option of the Company, of the charges provided in Section 2.11 of the Original Indenture, registered Bonds of the 1991 Series without coupons may be exchanged for a new registered Bond or Bonds of different authorized denominations of like aggregate principal amount or for a like aggregate principal amount of coupon Bonds of said series, and coupon Bonds of the 1991 Series may be exchanged for a like aggregate principal amount of registered Bonds of said series without coupons of the same or a different authorized denomination or denominations.

The Trustee hereunder shall, by virtue of its office as such Trustee, be the registrar and transfer agent of the Company for the purpose of registering and transferring Bonds of the 1991 Series.

Section 1.02. *Redemption Provisions for Bonds of the 1991 Series.* The Bonds of the 1991 Series shall be subject to redemption prior to maturity, as a whole at any time or in part from time to time during each of the twelve months' periods set forth in the tabulation below,

(a) at the option of the Company (other than in the cases mentioned in the following clause (b)) upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation under the heading "Regular Redemption Price" provided, however, that no such redemption shall be made prior to November 1, 1966 directly or indirectly out of the proceeds of or in anticipation of any borrowings or the issuance of other debt obligations by or for the account of the Company having an effective interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowings or issuance) of less than  $5\frac{1}{4}\%$  per annum; and

(b) (i) through operation of the sinking fund for the Bonds of the 1991 Series provided for in Section 1.03 of this Supplemental Indenture,  
(ii) through the operation of the replacement fund provided for in Section 4.04 of the Original Indenture,  
(iii) through the application of cash deposited with the Trustee pursuant to Section 6.04 of the Original Indenture, upon the taking, purchase or sale of any property subject to the lien

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hereof or thereof in the manner set forth in said Section, or  
(iv) through the application of cash representing the proceeds  
of the electric property of the Company at Portland, Oregon,  
which is required by the provisions of Section 7.01 of the  
Original Indenture to be applied to the retirement of Bonds,  
upon payment of the applicable percentage of the principal amount  
thereof set forth in said tabulation under the heading "Special Re-  
demption Price":

Twelve Months' Period Beginning November 1	Regular Redemption Price	Special Redemption Price
1961	105.13	100.00
1962	104.95	100.00
1963	104.77	100.00
1964	104.59	100.00
1965	104.42	100.00
1966	104.24	100.00
1967	104.06	100.00
1968	103.89	100.00
1969	103.71	100.00
1970	103.53	100.00
1971	103.36	100.00
1972	103.18	100.00
1973	103.00	100.00
1974	102.83	100.00
1975	102.65	100.00
1976	102.47	100.00
1977	102.30	100.00
1978	102.12	100.00
1979	101.94	100.00
1980	101.77	100.00
1981	101.59	100.00
1982	101.41	100.00
1983	101.24	100.00
1984	101.06	100.00
1985	100.88	100.00
1986	100.71	100.00
1987	100.53	100.00
1988	100.35	100.00
1989	100.18	100.00
1990	100.00	100.00



together in each case with interest accrued on the Bonds to be redeemed to the redemption date, upon prior notice given by publication at least once each week (which may be on any business day of each such week) for three successive calendar weeks, the first publication to be not less than thirty days and not more than ninety days prior to the redemption date, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in the City of Chicago, Illinois; provided that if all of the Bonds of the 1991 Series at the time outstanding shall be registered Bonds without coupons and/or coupon Bonds registered as to principal, such notice may be given by mailing the same to the respective registered holders of such Bonds not less than thirty or more than ninety days prior to the redemption date; and otherwise as provided in Article Nine of the Original Indenture; provided, however, in the event of redemption at any time pursuant to the provisions of this Section 1.02 of less than all of the outstanding Bonds of the 1991 Series, the Company shall, at least 45 days prior to the redemption date (unless a shorter notice shall be accepted by the Trustee as sufficient) notify the Trustee of the principal amount of Bonds of the 1991 Series to be redeemed, specifying the date on which it is proposed that notice of such redemption will be first mailed or published, and thereupon the Trustee shall proceed as follows:

(A) If at the time there shall be outstanding any coupon Bonds of the 1991 Series not registered as to principal, the Trustee shall select for redemption, as nearly as may be, a principal amount of coupon Bonds of the 1991 Series not registered as to principal which bears to the total principal amount of Bonds of the 1991 Series then to be redeemed the same ratio that the principal amount of coupon Bonds of the 1991 Series not registered as to principal then outstanding bears to the total principal amount of Bonds of the 1991 Series then outstanding, and the balance of the Bonds of the 1991 Series then to be selected for redemption shall be coupon Bonds of the 1991 Series registered as to principal and registered Bonds of the 1991 Series without coupons. The particular coupon Bonds of the 1991 Series not registered as to principal to be redeemed shall be determined by the Trustee by lot (either separately or in groups as contemplated by Section 9.02 of the Original Indenture, or by both such methods) in any manner deemed by the Trustee to be proper.

(B) The Trustee shall select the coupon Bonds of the 1991 Series registered as to principal and the registered Bonds of the 1991 Series without coupons to be redeemed in accordance with the terms of any

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written agreement duly executed by all registered holders of Bonds of the 1991 Series at the time outstanding, filed with the Trustee at or prior to the time of selection and satisfactory to it; or, if at the time there shall be no such written agreement on file with the Trustee, the aggregate principal amount of coupon Bonds of the 1991 Series registered as to principal and registered Bonds of the 1991 Series without coupons to be redeemed shall be allocated among the various registered holders of Bonds of the 1991 Series pro rata in accordance with the aggregate principal amount of Bonds of the 1991 Series registered in their respective names, except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding \$1,000 to one or more of such registered holders to the end that the principal amount of the Bonds of the 1991 Series registered in the name of any such registered holder to be redeemed will be \$1,000 or a multiple thereof, (ii) in making such allocation, if the aggregate principal amount of Bonds of the 1991 Series registered in the name of any registered holder of Bonds of the 1991 Series shall be \$1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such registered holder, and (iii) any registered holder of more than one fully registered Bond of the 1991 Series and/or coupon Bond of said Series registered as to principal may request the Trustee in writing in the event of any redemption of Bonds of the 1991 Series (1) first to determine in the manner herein provided the aggregate principal amount of Bonds of the 1991 Series, registered in the name of such holder to be redeemed and (2) to effect, as near as may be, a pro rata redemption of Bonds of the 1991 Series so registered in the name of such holder, up to the aggregate principal amount so determined, and the Trustee shall act in accordance with any such written request; provided, however, that the Trustee shall not be required to make any allocation which would result in redemption of Bonds of the 1991 Series in amounts other than \$1,000 or any multiple thereof.

(C) The Trustee shall notify the Company of the particular Bonds of the 1991 Series or portions thereof selected for redemption.

Notwithstanding the provisions of Article Nine of the Original Indenture or Section 1.01 of this Supplemental Indenture or any statements contained in any Bond, payment of interest on any fully registered Bond without coupons and any redemption price of a portion of the principal amount thereof shall be made by the Trustee to the registered holder thereof without presentation or surrender thereof to the Trustee if there shall be on file with the Trustee (and not theretofore rescinded by written notice from such registered holder to the Trustee) an agreement (or a

conformed copy thereof) between the Company and such registered holder or the person for whom such registered holder is the nominee, to the effect that (1) payments will be so made, (2) such registered holder will make notations on such Bond of the portions of the principal amount thereof so redeemed, and (3) such registered holder will not sell, transfer or otherwise dispose of such Bond without first surrendering the same to the Trustee in exchange for a Bond or Bonds aggregating the same principal amount as the principal amount of the Bond so surrendered which shall remain unpaid. The Trustee shall not be under any duty to determine that such notations have been made nor be liable in any manner with respect thereto. In case any payment is made as provided in this paragraph, the Trustee shall make an appropriate notation of such payment on its records, which records shall be controlling and conclusive. The Company will not, without the approval of the Trustee, make any agreement of the nature referred to in this paragraph with anyone other than the initial purchasers of the Bonds and any nominee of any such initial purchaser.

Section 1.03. *Sinking Fund for Bonds of the 1991 Series.* The Company covenants that, for the purpose of providing a sinking fund for the Bonds of the 1991 Series, it will, subject to the provisions hereinafter in this Section set forth, pay to the Trustee on or before October 31 in each year, commencing October 31, 1967 and continuing to and including October 31, 1991, a sum sufficient (exclusive of accrued interest) to redeem, on the next ensuing November 1, at the special redemption price at which the same are then redeemable for the sinking fund, a principal amount of Bonds of the 1991 Series equal to the lowest multiple of \$1,000 which equals or exceeds 1 1/4% of the greatest aggregate principal amount of Bonds of the 1991 Series theretofore at any one time outstanding, after deducting from said greatest aggregate principal amount the sum of the following amounts, in the event that such sum would equal \$500,000 or more, namely, (1) the aggregate principal amount of Bonds of the 1991 Series theretofore redeemed by the application of the proceeds of property released from the lien of the Original Indenture or taken or purchased pursuant to the provisions of Article Six of the Original Indenture, and (2) the aggregate principal amount of Bonds of the 1991 Series theretofore redeemed and retired and made the basis for the withdrawal of such proceeds pursuant to Section 7.03 of the Original Indenture or certified pursuant to Section 6.06 of the Original Indenture in lieu of the deposit of cash upon the release or taking of property.

The dates upon which payments are required for the sinking fund for Bonds of the 1991 Series as above provided are herein referred to as



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"sinking fund payment dates."

The Company may

(1) in whole at any time or in part from time to time, but not later than 45 days prior to any sinking fund payment date, anticipate all or part of the sinking fund payment due on such date by notifying the Trustee in writing that it elects to apply as a credit to such sinking fund payment any Bonds of the 1991 Series which shall have been redeemed at the option of the Company at the regular redemption price at which such Bonds are redeemable as provided in Section 1.02 of this Supplemental Indenture; and

(2) within twelve months preceding any sinking fund payment date but not later than 45 days prior to such sinking fund payment date, anticipate in whole at any time or in part from time to time the sinking fund payment due on such date by causing to be redeemed, at the redemption price at which Bonds of the 1991 Series are then redeemable for the sinking fund, as provided in Section 1.02 hereof, Bonds of the 1991 Series of an aggregate principal amount not exceeding the aggregate principal amount required to be retired to satisfy such sinking fund payment, and delivering to the Trustee notice in writing that such Bonds are being redeemed for account of the sinking fund.

No available Bond retirements which shall theretofore have been made the basis for action or credit under the Original Indenture or hereunder, and no retirement of Bonds of the 1991 Series which shall theretofore have been credited upon the sinking fund for the Bonds of the 1991 Series, shall be made the basis of a credit upon such sinking fund. Bonds which the Company has elected to apply as a credit upon any sinking fund payment in accordance with the provisions of clause (1) of the paragraph immediately preceding and/or redeemed in anticipation of any sinking fund payment in accordance with the provisions of clause (2) of the paragraph immediately preceding shall operate to reduce by their principal amount the principal amount of Bonds to be redeemed by such sinking fund payment.

All Bonds made the basis of a credit upon any sinking fund payment for Bonds of the 1975 Series, the 1977 Series, the 1977 Second Series, the 1984 Series, the 1986 Series, the 4 $\frac{7}{8}$ % Series due 1987, the 5 $\frac{1}{2}$ % Series due 1987, the 1990 Series, or the 1991 Series and (except as provided in Section 9.04 of the Original Indenture and in Section 1.02 of this Supplemental Indenture with respect to Bonds on which a notation of partial payment shall be made) all Bonds redeemed by operation of the sinking

fund for any of such series (whether on any sinking fund payment date or in anticipation of any such sinking fund payment) if not theretofore canceled, shall be canceled and, so long as any Bonds of the 1975 Series, the 1977 Series, the 1977 Second Series, the 1984 Series, the 1986 Series, the 4 $\frac{7}{8}$ % Series due 1987, the 5 $\frac{1}{2}$ % Series due 1987, the 1990 Series, or the 1991 Series are outstanding, shall not be made the basis of the authentication and delivery of Bonds or of any other further action or credit under the Original Indenture or this Supplemental Indenture.

Forthwith after the 45th day prior to each sinking fund payment date except November 1, 1991, on which the Company will be required to make to the Trustee a payment in cash for the sinking fund for the Bonds of the 1991 Series, the Trustee shall proceed to select for redemption, in the manner provided in Section 1.02 of this Supplemental Indenture, a principal amount of Bonds of the 1991 Series equal to the aggregate principal amount of Bonds redeemable with the money required to be paid as hereinbefore provided on the next ensuing sinking fund payment date, and, for and on behalf of and in the name of the Company, shall give notice as required by the provisions of Section 1.02 of this Supplemental Indenture and Article Nine of the Original Indenture of the redemption for the sinking fund on the then next ensuing November 1 of the Bonds so selected. On or before the sinking fund payment date next preceding any November 1 upon which any Bonds of the 1991 Series shall have been so called for redemption for the sinking fund, the Company shall pay to the Trustee the sum required to redeem the Bonds so called. All moneys so paid to the Trustee shall be by it applied to the redemption of the Bonds so called for redemption for the sinking fund. Any moneys paid to the Trustee by the Company in respect of the sinking fund payment due October 31, 1991 shall be applied to the payment of the Bonds of the 1991 Series at their maturity.

The Company will pay the interest accrued on Bonds redeemed for the sinking fund out of other moneys than those in the sinking fund, and will from time to time on request of the Trustee pay to the Trustee, otherwise than out of the sinking fund moneys, the cost of giving notice of redemption of Bonds for the sinking fund and any other expense in operating the sinking fund, the intention being that the sinking fund shall not be charged for such expenses.

Section 1.04. Notwithstanding the provisions of Section 4.07 of the Original Indenture, the provisions of Sections 4.04, 4.05, and 4.06 of the Original Indenture shall remain in full force and effect and shall be per-

formed by the Company so long as any Bonds of the 1991 Series remain outstanding.

Section 1.05. The requirements which are stated in the next to the last paragraph of Section 1.13 and in Clause (9) of Paragraph A of Section 3.01 of the Original Indenture to be applicable so long as any of the Bonds of the 1975 Series are outstanding shall remain applicable so long as any of the Bonds of the 1991 Series are outstanding.

Section 1.06. So long as any Bonds of the 1991 Series remain outstanding, all references to the minimum provision for depreciation in the form of certificate of available additions set forth in Section 3.03 of the Original Indenture shall be included in any certificate of available additions filed with the Trustee, but whenever Bonds of the 1991 Series shall no longer be outstanding, all references to such minimum provision for depreciation may be omitted from any such certificate.

Section 1.07. This Article shall be of force and effect only so long as any Bonds of the 1991 Series are outstanding.

#### ARTICLE TWO. TRUSTEE.

Section 2.01. The Trustee hereby accepts the trust hereby created. The Trustee undertakes, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, to perform such duties and only such duties as are specifically set forth in this Supplemental Indenture and in the Original Indenture, on and subject to the terms and conditions set forth in the Original Indenture, and in case of the occurrence of an event of default (which has not been cured) to exercise such of the rights and powers vested in it by the Original Indenture and this Supplemental Indenture, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the Bonds or coupons issued hereunder or the due execution thereof by the Company. The Trustee shall be under no obligation or duty with respect to the filing, registration, or recording of this Supplemental Indenture or the re-filing, re-registration, or re-recording thereof. The recitals of fact contained herein or in the Bonds (other than the Trustee's authentication certificate) shall be taken as the statements solely of the Company, and the Trustee assumes no responsibility for the correctness thereof.



## ARTICLE THREE.

## MISCELLANEOUS PROVISIONS.

Section 3.01. Although this Supplemental Indenture, for convenience and for the purpose of reference, is dated November 1, 1961, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgements hereto annexed.

Section 3.02. This Tenth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture as heretofore supplemented and modified, and as supplemented hereby, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture, as heretofore supplemented and modified, and this Tenth Supplemental Indenture, shall be read, taken and construed as one and the same instrument. All terms used in this Tenth Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture except in cases where the context clearly indicates otherwise.

Section 3.03. In case any one or more of the provisions contained in this Supplemental Indenture, or in the Bonds or coupons shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture, but this Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 3.04. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Portland General Electric Company has caused this Tenth Supplemental Indenture to be signed in its corporate name by its President, or one of its Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Secretary, or one of its Assistant Secretaries, and in token of its acceptance of the trusts created hereunder, The Marine Midland Trust Company of New York has caused this Tenth Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested

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by one of its Assistant Secretaries, all as of the day and year first above written.

PORTLAND GENERAL ELECTRIC COMPANY,

By F. A. Bosch  
Vice President.

Attest:

Clarence D. Phillips  
Secretary.

Signed, sealed and delivered by PORTLAND  
GENERAL ELECTRIC COMPANY in the  
presence of:

W. H. Foyen  
W. H. Slater

THE MARINE MIDLAND TRUST COMPANY  
OF NEW YORK

By E. J. [Signature]  
Vice President.

Attest:

J. [Signature]  
Assistant Secretary.

Signed, sealed and delivered by THE MARINE  
MIDLAND TRUST COMPANY OF NEW YORK  
in the presence of:

R. Vacaro  
J. Park

STATE OF OREGON, }  
COUNTY OF MULTNOMAH, } ss.:

On this 23rd day of October, 1961, before me personally appeared  
F. A. Bosch and Clarence D. Phillips, to me personally known, and to

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me known to be, and who being duly sworn did say that they are, respectively, a Vice President and the Secretary of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, which executed the within and foregoing instrument, 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 said F. A. Bosch and Clarence D. Phillips acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and year first in this my Certificate written.

*Alma L. Wilson*  
 Notary Public for Oregon  
 10-17-65

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

On this 27th day of October, 1961, before me personally appeared F. O. Straat and J. C. GAULT to me personally known, and to me known to be, and who being duly sworn did say that they are, respectively, a Vice President and an Assistant Secretary of THE MARINE MIDLAND TRUST COMPANY OF NEW YORK, which executed the within and foregoing instrument, 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 said F. O. Straat and J. C. GAULT acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and year first in this my Certificate written.

*Eugene P. Darby*  
 EUGENE P. DARBY  
 Notary Public, State of New York  
 No. 3603922  
 Qualified in Nassau County  
 Cert. filed in New York County  
 Commission Expires March 30, 1963



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STATE OF OREGON, }  
COUNTY OF MULTNOMAH, } ss.:

F. A. Bosch and Clarence D. Phillips, a Vice President and the Secretary, respectively, of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, the mortgagor in the foregoing mortgage named, being first duly sworn, on oath depose and say that they are the officers above-named of said corporation and that this affidavit is made for and on its behalf by authority of its Board of Directors and that the aforesaid mortgage is made by said mortgagor in good faith, and without any design to hinder, delay or defraud creditors.

*F. A. Bosch*  
*Clarence D. Phillips*

Subscribed and sworn to before me this  
23rd day of October, 1961.

*Alma L. Wilson*  
NOTARY PUBLIC, OREGON  
My Comm. Expires 2-17-65

**SCHEDULE A**  
**PART I**

All and singular the lands, real estate and interest in real estate, franchises, rights, licenses, grants, easements, permits, privileges, servitudes and immunities of Portland General Electric Company, grantor in the foregoing Indenture (hereinafter in this Schedule A called the "Company"), all its flowage lands and rights, dams, canals, flume lines, tunnels, penstocks, water power plants, electric plants, substations, structures, power plants and substation machinery, apparatus and equipment, boilers, engines, machinery, motors, electrical transmission and distribution systems and lines, telephone systems and lines, towers, masts, poles, wires, lamps, electrical apparatus and equipment, overhead and underground construction, conduits, meters, service, materials and supplies, furniture and fixtures, apparatus, machinery, tools and appliances, implements and equipment, used or useful in connection with the business of generating, transmitting, distributing and supplying electricity, or performing any

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other public utility service, which have been acquired by the Company subsequent to the execution and delivery of the Indenture of Mortgage and Deed of Trust dated July 1, 1945 referred to below, and not heretofore included in any Indenture supplemental thereto, and whether now owned or which hereafter may be acquired by the Company in the State of Oregon.

The definitions contained in Part I of Schedule A attached to and made a part of the Indenture of Mortgage and Deed of Trust dated July 1, 1945 from Portland General Electric Company to The Marine Midland Trust Company of New York are included as part of this Schedule A the same as if said definitions were rewritten herein.

## PART II Columbia County, Oregon

1. The following described real property situated in Columbia County, Oregon:

A tract of land in the Francis A. Lemont Donation Land Claim No. 43, in Section 33, Township 5 North, Range 1 West, Willamette Meridian, Columbia County, Oregon, described as follows:

Commencing on the West right of way line of Columbia River Highway as established by deed from Leslie Watters et ux to State of Oregon, recorded June 23, 1954, in Book 122, page 642, Deed Records, at a point of intersection with the Northeasterly line of a tract land described in deed from Gus Hegele et ux to Union Oil Company of California, recorded April 22, 1924 in Book 37, page 4, Deed Records; thence North  $73^{\circ} 32'$  West a distance of 225 feet; thence Northeasterly and parallel with said West right of way line of Columbia River Highway a distance of 190 feet; thence South  $73^{\circ} 32'$  East a distance of 225 feet to said West right of way line of Columbia River Highway; thence Southwesterly on said West right of way line of Columbia River Highway a distance of 190 feet to point of beginning.

## PART III Jefferson County, Oregon

1. The following described real property situated in Jefferson County, Oregon:

Beginning at the Southwest corner of the Southwest quarter of the Southeast quarter of Section 18, Township 10 South, Range 13 East, W.M., running thence S  $89^{\circ} 04' 50''$  E along the South line of said Southwest

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quarter for a distance of 300 feet; thence N 0° 32' 50" E parallel to the West line of said Southwest quarter for a distance of 250 feet; thence N 89° 04' 50" W parallel to the South line of said Southwest quarter to the top of the escarpment of the Deschutes Canyon Rim, as described in that certain deed of February 17, 1958 and recorded in Volume 29 on page 444 of Jefferson County deed records; then Southwesterly along said top of escarpment to the place of beginning, and containing 1.5 acres more or less.

2. The following described real property situated in Jefferson County, Oregon:

The Northeast quarter of the Southwest quarter of Section 23, Township 11 South, Range 12 East of the Willamette Meridian, Jefferson County, Oregon.

3. The following described real property situated in Jefferson County, Oregon:

The East Half of the Northeast Quarter of Section 15, Township 11 South, Range 12 East of the Willamette Meridian in Jefferson County, Oregon.

4. The following described real property situated in Jefferson County, Oregon:

All of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 23, Township 11 South, Range 12 East, W. M., Jefferson County, Oregon, containing 40 acres.

#### PART IV

##### Marion County, Oregon

1. The following described real property situated in Marion County, Oregon:

Beginning at a point on the South line of Oxford Street which point is 60 feet South 0° 35' East from the Southeast corner of Block 3, Lafky Addition to Salem in Marion County, Oregon; thence South 89° 02' East along the South line of Oxford Street 416.93 feet to the West line of a tract of land reserved in a Deed given by Vera Mack to Warren Northwest, Inc., recorded in Volume 435, page 32, Deed Records for Marion County, Oregon; thence South 0° 12' West 242.26 feet; thence South 89° 2' East 139.76 feet, more or less, to the West line of 22nd Street, S. E., as the same is now located and established; thence South 0° 26' West along the West line of 22nd Street S.E., a distance of 262.90 feet, more or less, to the Westerly projection of the South line of Electric Street; thence North 89°



02' West, parallel with the South line of Oxford Street, 557 feet, more or less, to a point which is South 0° 35' East from the place of beginning; thence North 0° 35' West 505.16 feet, more or less, to the place of beginning.

2. The following described real property situated in Marion County, Oregon:

Commencing at a point on the East line of Block 27 of the City of Salem, Marion County, Oregon, 215 feet Northerly from the Southeast corner of said block; thence Westerly, parallel with the South line of said block, 165 feet to the alley; thence Northerly, along the East line of said alley, to Mill Creek; thence up Mill Creek to the West line of Liberty Street; thence Southerly, along the West line of Liberty Street, to the place of beginning.

3. The following described real property situated in Marion County, Oregon:

TRACT 1: The East one-half of Lot 11 in the Town of Silverton, South, in the County of Marion, State of Oregon.

Save and except from the above described premises, a strip of land 9.0 feet wide off the Northwest end thereof.

TRACT 2: Beginning at a point in the South line of Lot 11, in the Town of Silverton, South, in the County of Marion, State of Oregon, said beginning point being 66.0 feet West from the Southeast corner of said Lot 11; thence Westerly along the South line of said Lot 11, 50.0 feet; thence Northerly 73.5 feet along the line parallel with the West line of said Lot 11; thence Easterly along a line parallel with the North line of said Lot 11, 50.0 feet; thence Southerly along a line parallel with the West line of said Lot 11, 73.5 feet to the place of beginning.

4. The following described real property situated in Marion County, Oregon:

Beginning at a point on the South line of the land formerly owned by Chas. Craft by virtue of a decree of partition made and entered in the Circuit Court of the State of Oregon for the County of Marion in a suit wherein said Chas. Craft was Plaintiff and the widow and heirs of Joseph Watt, deceased, were Defendants; said point being 2357.80 feet South 89° 2' East from the Southwest corner of said land; thence South 89° 2' East along the South line of said Craft land 161.03 feet to the center of a 60.00 foot road; thence South 0° 28' West along the center of said road, 272.26 feet; thence North 89° 2' West 159.76 feet to an iron pipe; thence North 0° 12' East 272.26 feet to the place of beginning, and being situated in

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the James Davidson Donation Land Claim in Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon.

Save and Except the rights of the public in and to the North 30' included in Oxford Street and the East 30' included in South 22nd Street.

#### PART V Multnomah County, Oregon

1. The following described real property situated in Multnomah County, Oregon:

The South 7 feet of Lot nine (9), all of Lot ten (10) and the North 9 feet of Lot eleven (11), in Block three (3), SPANTON'S ADDITION TO THE CITY OF PORTLAND, in the City of Portland, County of Multnomah and State of Oregon.

2. The following described real property situated in Multnomah County, Oregon:

Lot 6, Block 13, BENEDICTINE HEIGHTS, in the City of Portland, County of Multnomah and State of Oregon.

3. The following described real property situated in Multnomah County, Oregon:

Lot 20 Block 10, PARKROSE.

4. The following described real property situated in Multnomah County, Oregon:

Part of Lots sixteen (16) and seventeen (17), RUBY, in the County of Multnomah and State of Oregon, described as:

Beginning at the Northwest corner of said Lot 17; thence South 220 feet to the Southwest corner of said Lot 16; thence East, along the South line of said Lot 16, a distance of 196 feet; thence North parallel with the West lines of said Lots, 148 feet to a point 72 feet South of the North line of said Lot 17; thence East parallel with said North lot line, 175 feet to the East lot line; thence North 72 feet to the Northeast corner of said Lot 17; thence West 371 feet to the beginning.

5. The following described real property situated in Multnomah County, Oregon:

The following described real property in Section 5, Township 1 South, Range 3, East of the Willamette Meridian, in the County of Multnomah and State of Oregon:

Beginning at the Southwest corner of that certain tract of land conveyed to D. Gordon Osburn, et al, by deed recorded October 14, 1942 in

Book 712, page 457, Ps Deed Records, which point is 396 feet West and 1100 feet South of the Northeast corner of the Section; thence East 396 feet to the East line of the Section; thence North 10 feet; thence West 200 feet; thence North, parallel with the East line of the Section 210 feet; thence West 196 feet; thence South 220 feet to the place of beginning.

6. The following described real property situated in Multnomah County, Oregon:

A tract in the Northeast quarter of Section 11, Township 1 South, Range 2 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the South line of S. E. Division St., which bears North  $89^{\circ} 22' 40''$  East 972 feet from the intersection of said South line of S. E. Division Street with the North and South quarter line through the center line of said Section 11, this point being in the East line of S. E. 136th Avenue; thence South  $0^{\circ} 0' 20''$  East along the East line of S. E. 136th Avenue 427 feet to the true point of beginning; thence South  $0^{\circ} 00' 20''$  East along the East line of S. E. 136th Avenue 63 feet; thence North  $89^{\circ} 22' 40''$  East 354.64 feet to the East line of Government Lot No. 2 in Section 11; thence North  $0^{\circ} 16' 40''$  West along the East line of Government Lot No. 2, 63 feet; thence South  $89^{\circ} 22' 40''$  West 354.34 feet to the true point of beginning.

7. The following described real property situated in Multnomah County, Oregon:

A portion of Lot 15, RUBY, in the County of Multnomah and State of Oregon, described as follows:

Beginning at the Northwest corner of said Lot 15; thence South  $89^{\circ} 02'$  East along the North lotline 121.5 feet to the Northwest corner of the tract of land described in the deed to Joanna Kilford Berry recorded March 22, 1960 in book 2000, page 586, Deed Records; thence South along the West line and its Southerly extension of said Berry tract 110 feet to the South line of said Lot 15; thence North  $89^{\circ} 02'$  West along said South lot line 121.5 feet to the Southwest lot corner; thence North along the West lot line 110 feet to the place of beginning; SUBJECT to the rights of the Public in and to the portion lying within East Burnside Road No. 2063.

8. The following described real property situated in Multnomah County, Oregon:

A tract of land situated in Section 17, Township 1 South, Range 3 East of the Willamette Meridian, in the County of Multnomah and State of



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Oregon, more particularly described as follows:

Beginning at the Southwest corner of the G Linneman Donation Land Claim; thence running North 10 chains and 25 links; thence East 12 chains and 50 links; thence South 10 chains and 25 links to the South boundary line of the said G Linneman Donation Land Claim; and thence West on and following said South boundary line of G Linneman Donation Land Claim to the place of beginning, EXCEPTING  $\frac{1}{4}$  acre, more or less deeded to the Oregon Water Power and Railway Co. by deed dated August 8, 1902 and recorded in Deed book 297 page 61, all in said Section 17 and further EXCEPTING therefrom all that certain piece of land lying and being West of Pleasant View Avenue, also known as S. E. 190th Drive, heretofore conveyed by that certain deed of Walter F. Jeffress and wife, and Ernest H. Hobbs and wife, to Walter A. Forbes and others, dated August 20, 1928, recorded in Deed book 1146 page 368.

9. The following described real property situated in Multnomah County, Oregon:

Lots 11 and 12, Block 2, Burlington, County of Multnomah and State of Oregon. Excepting therefrom that portion thereof described in Deed to the State of Oregon, recorded August 23, 1932, in Book 183, Page 502 Deed Records.

10. The following described real property situated in Multnomah County, Oregon:

Beginning at the Southwest corner of Section 16; thence North  $0^{\circ} 14' 00''$  West a distance of 40.00 feet; thence North  $89^{\circ} 46' 00''$  East, and parallel to the South line of Section 16 a distance of 166.89 feet to the true point of beginning; thence North  $0^{\circ} 14' 00''$  West a distance of 311.66 feet to a point on the Union Pacific Railroad right-of-way line; thence South  $47^{\circ} 52' 00''$  East, along such right-of-way line a distance of 462.49 feet; thence South  $89^{\circ} 46' 00''$  West and parallel with the South line of Section 16 a distance of 341.72 feet to the true point of beginning.

11. The following described real property situated in Multnomah County, Oregon:

Lot 6, Block 22, FEURER'S ADDITION, in the City of Portland, County of Multnomah, State of Oregon, also known as 3621 S. E. 18th Avenue, Portland, Oregon.

12. The following described real property situated in Multnomah County, Oregon:

The West 45 feet of Lot 9, Subdivision of tract "C" Overton Park, in the City of Portland, County of Multnomah and State of Oregon.

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13. The following described real property situated in Multnomah County, Oregon:

Lots 14, 15, 16 and 17, Block 13, Benedictine Heights, in the City of Portland, County of Multnomah and State of Oregon.

14. The following described real property situated in Multnomah County, Oregon:

The West one-half of Lots 11 and 12, Block Q, Sellwood Addition to the City of Portland, County of Multnomah, State of Oregon.

15. The following described real property situated in Multnomah County, Oregon:

Part of Lot 15, RUBY, described as follows:

Beginning at the northeast corner of Lot 15, Ruby; thence North 89° 02' West along the north line of said Lot 15, 249.5 feet to the true place of beginning; thence South 67 feet, more or less, to the northerly line of East Burnside Road; thence South 71° 31' 15" East along the northerly line of said Burnside Road 53 feet to a point which is south of a point on the north line of said Lot 15, that is 199.5 feet West of the northeast corner of said Lot 15; thence North 81 feet to the north line of said Lot 15; thence North 89° 02' West 50 feet to the true place of beginning.

#### PART VI

#### Washington County, Oregon

1. The following described real property situated in Washington County, Oregon:

A tract of land in Section 36, Township 1 North, Range 3 West, W. M., Washington County, Oregon, described as follows, to-wit: Beginning at the Northwest corner of that tract of land conveyed to Edmund Burke Tongue, Jr. et al, by deed recorded in Deed Book 179, page 683; said point being in the center of Main Street at a point 848.0 feet West of the center of the right of way of the Southern Pacific Railroad; thence South 246.0 feet along the West line of said Tongue tract to the Northwest corner of that tract conveyed to Portland General Electric Company, by deed in Deed Book 260, page 739; thence East 198.0 feet along the North line of said Portland General Electric tract; thence North 246.0 feet, more or less, parallel with the West line of the aforementioned Tongue tract to the North line thereof; thence West 198.0 feet along said North line to the place of beginning, Excepting that part of the above described tract lying within the boundaries of Main Street.

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2. The following described real property situated in Washington County, Oregon:

A tract of land in Section 36, Township 1 North, Range 3 West, W.M., Washington County, Oregon, described as follows, to-wit: Beginning at a point on the South line of West Main Street in the City of Hillsboro, which is 406 feet west of the intersection of said south line and the center line of the main track of the Southern Pacific Railroad, said beginning point being the Northwest corner of that tract of land conveyed to the Portland General Electric Company by deed recorded in Book 170, page 93, Deed Records; thence South 213.0 feet along the west line of the aforementioned Portland General Electric Company tract to the Northeast corner of a tract of land conveyed to Portland General Electric Company by deed in Book 260, page 739, Deed Records; thence West 90.0 feet along the North line of said tract; thence North 213.0 feet to a point on the South line of Main Street which is 90.0 feet west of the place of beginning; thence East 90.0 feet along the South line of Main Street to the place of beginning.

3. The following described real property situated in Washington County, Oregon:

Block 61, Bendemeer, in Washington County, Oregon.

## PART VII

### Government Licenses

1. The following described license issued by the Federal Power Commission under the Federal Power Act to Portland General Electric Company and any and all amendments thereto:

License for Project No. 2195 issued January 18, 1957, effective September 1, 1956.

2. Amendment dated February 16, 1961 to the agreement dated December 22, 1955, by and between the Confederated Tribes of the Warm Springs Reservation of Oregon and Portland General Electric Company covering use of tribal lands within the boundaries of the Warm Springs Reservation.

3. The following described licenses issued by the Hydroelectric Commission of Oregon to Portland General Electric Company and any and all amendments thereto:

(a) License for Project No. 186 issued September 11, 1953, effective September 19, 1953.



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the Southern Pacific Railroad, said beginning point being  
ner of that tract of land conveyed to the Portland General  
y by deed recorded in Book 170, page 93, Deed Records;  
0 feet along the west line of the aforementioned Portland  
Company tract to the Northeast corner of a tract of land  
and General Electric Company by deed in Book 260, page  
ls; thence West 90.0 feet along the North line of said  
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## PART VII

### Government Licenses

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ective September 19, 1953.

- (b) License for Project No. 202 issued and effective September 13, 1956.
- (c) License for Project No. 203 issued and effective September 13, 1956.
- (d) License for Project No. 217 issued and effective March 10, 1961.

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STATE OF OREGON; COUNTY OF KLAMATH; ss:

Filed for record at request of Portland General Electric Co.

this 4 day of May 1966 at 11:10 clock A.M., an  
duly recorded in Vol. M-66, of Mortgages on Page 4638

Fee \$57.00

FOR RY ROGERS, County Clerk

By *James H. Hens*