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This is a Mortgage of Chattels as well as of Real Property

PACIFIC POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK

(formerly Guaranty Trust Company of New York)

AND

WESLEY L. BAKER  
(successor to Oliver R. Brooks),

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

Nineteenth Supplemental Indenture

Dated as of December 15, 1967

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**NINETEENTH SUPPLEMENTAL INDENTURE**

**THIS INDENTURE**, dated as of the fifteenth day of December, 1967, made and entered into by and between **PACIFIC POWER & LIGHT COMPANY**, a corporation of the State of Maine, whose post office address is Public Service Building, Portland, Oregon 97204 (hereinafter sometimes called the Company), party of the first part, and **MORGAN GUARANTY TRUST COMPANY OF NEW YORK** (formerly Guaranty Trust Company of New York), a corporation of the State of New York, whose post office address is 23 Wall Street, New York, N. Y. 10015 (hereinafter sometimes called the Corporate Trustee), and **WESLEY L. BAKER** (successor to Oliver R. Brooks), whose post office address is 212 Park Lane, Douglaston, New York 11363 (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 Nineteenth Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage was or is to be recorded in various counties in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming, which counties include or will include all counties in which this Nineteenth Supplemental Indenture is to be recorded; and

WHEREAS the Company executed and delivered to the Trustees its First Supplemental Indenture, dated as of April 1, 1950 (hereinafter called its First Supplemental Indenture); its Second Supplemental Indenture, dated as of March 1, 1952 (hereinafter called its Second Supplemental Indenture); its Third Supplemental Indenture, dated as of September 1, 1952 (hereinafter called its Third Supplemental Indenture); its Fourth Supplemental Indenture, dated as of April 1,



1954 (hereinafter called its Fourth Supplemental Indenture); its Fifth Supplemental Indenture, dated as of August 1, 1954 (hereinafter called its Fifth Supplemental Indenture); its Sixth Supplemental Indenture, dated as of October 1, 1955 (hereinafter called its Sixth Supplemental Indenture); its Seventh Supplemental Indenture, dated as of January 1, 1957 (hereinafter called its Seventh Supplemental Indenture); its Eighth Supplemental Indenture, dated as of September 1, 1957 (hereinafter called its Eighth Supplemental Indenture); its Ninth Supplemental Indenture, dated as of January 1, 1958 (hereinafter called its Ninth Supplemental Indenture); its Tenth Supplemental Indenture, dated as of July 1, 1958 (hereinafter called its Tenth Supplemental Indenture); its Eleventh Supplemental Indenture, dated as of September 1, 1960 (hereinafter called its Eleventh Supplemental Indenture); its Twelfth Supplemental Indenture, dated as of June 22, 1961 (hereinafter called its Twelfth Supplemental Indenture); its Thirteenth Supplemental Indenture, dated as of April 1, 1962 (hereinafter called its Thirteenth Supplemental Indenture); its Fourteenth Supplemental Indenture, dated as of December 1, 1962 (hereinafter called its Fourteenth Supplemental Indenture); its Fifteenth Supplemental Indenture, dated as of April 1, 1963 (hereinafter called its Fifteenth Supplemental Indenture); its Sixteenth Supplemental Indenture, dated as of August 1, 1963 (hereinafter called its Sixteenth Supplemental Indenture); its Seventeenth Supplemental Indenture, dated as of October 1, 1964 (hereinafter called its Seventeenth Supplemental Indenture); and its Eighteenth Supplemental Indenture, dated as of October 1, 1965 (hereinafter called its Eighteenth Supplemental Indenture); and

WHEREAS the First through Seventeenth Supplemental Indentures were or are to be filed for record and were or are to be recorded and indexed as a mortgage of both real and personal property, in the official records of various counties in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming; which counties include or will include all counties in which this Nineteenth Supplemental Indenture is to be recorded; and

WHEREAS the Eighteenth Supplemental Indenture was filed for record, and was recorded and indexed, as a mortgage of both real and

personal property, in the official records of the several counties in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming listed below as follows:

## CALIFORNIA

County	Date Filed	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Del Norte	10/18/65	3- 4	113	129	120
Modoc	10/18/65	5- 6	195	744	243
Shasta	10/18/65	7- 8	856	21	677
Siskiyou	10/18/65	15- 16	522	63	65-579
Trinity	10/18/65	9- 10	115	136	38

(On October 26, 1965, the Eighteenth Supplemental Indenture was filed in the office of the Secretary of State of the State of California and assigned Uniform Commercial Code No. 65 125 871.)

## IDAHO

County	Date Filed	Counterpart Nos.	Real Property Mortgage Records		Chattel Mortgage Records
			Book	Page	
Bonner	10/18/65	25	52	610	Indexed

## MONTANA

County	Date Filed	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Big Horn	10/18/65	11- 12	53	452	876
Carbon	10/18/65	13- 14	65	149	582
Flathead	10/18/65	17- 18	476	621	1789
Lake	10/18/65	19- 20	Micro	#172601	U-873
Lincoln	10/18/65	21- 22	152	57	811
Yellowstone	10/18/65	23- 24	827	152	5403

(On November 1, 1965, the Eighteenth Supplemental Indenture was filed in the office of the Secretary of State of the State of Montana and assigned Uniform Commercial Code No. 4467.)

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OREGON

County	Date Filed	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Benton	10/18/65	86- 87	166	719	3784
Clatsop	10/18/65	88- 89	164	252	C-2272
Columbia	10/18/65	90- 91	99	464	C-1011
Coos	10/18/65	92- 93	65-10	2380	C- 328
Crook	10/18/65	94- 95	71	446	C-1241
Deschutes	10/18/65	96- 97	144	42	3694
Douglas	10/18/65	98- 99	359	77	C-9242
Gilliam	10/18/65	100-101	6	431	C- 187
Hood River	10/18/65	102-103	57	393	C- 534
Jackson	10/18/65	104-105	493	98	B-2075
Jefferson	10/18/65	106-107	33	325	086465
Josephine	10/18/65	108-109	163	371	C-1307
Klamath	10/18/65	110-111	M-65	2800	1183
Lake	10/18/65	112-113	56	421	612
Lane	10/18/65	114-115	Reel 302M	#22819	23010
Lincoln	10/18/65	116-117	130	180	C-1109
Linn	10/18/65	118-119	258	417	A-9209
Marion	10/18/65	120-121	584	333	C-5483
Morrow	10/18/65	122-123	56	329	98925
Multnomah	10/18/65	124-125	402	145	C20094
Polk	10/18/65	126-127	138	297	B-1367
Sherman	10/18/65	128-129	1	367	A- 445
Tillamook	10/18/65	130-131	88	451	1678
Umatilla	10/18/65	132-133	221	1	C-5532
Union	10/18/65	134-135	133	198	10068
Wallowa	10/18/65	136-137	66	26	A-1019
Wasco	10/18/65	138-139	Micro	#652164	B-0961
Washington	10/18/65	140-141	573	344	C-3166
Wheeler	10/18/65	142-143	22	155	213

(The Eighteenth Supplemental Indenture was filed November 3, 1965 in the office of the Auditor of the City of Portland, and on October 19, 1965 in the office of the Secretary of State of the State of Oregon, where it was assigned Uniform Commercial Code No. A-65991.)

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UTAH

County	Filed Date	Counterpart Nos.	Real Property Mortgage Records		Chattel Mortgage Records
			Book	Page	
Daggett	10/18/65	26- 27	Entry 1320	1093	Indexed

## WASHINGTON

County	Filed Date	Counterpart Nos.	Real Property Mortgage Records		Chattel Mortgage Records (Auditor's File No.)
			Book	Page	
Adams	10/18/65	84- 85	114	93	21347
Asotin	10/18/65	82- 83	54	364	92717
Benton	10/18/65	80- 81	220	863	550971
Clark	10/18/65	78- 79	Micro	#632581	G431104
Columbia	10/18/65	76- 77	40	541	E-9015
Cowlitz	10/18/65	74- 75	722	615	616543
Franklin	10/18/65	72- 73	124	602	278772
Garfield	10/18/65	70- 71	50	324	14016
Kittitas	10/18/65	68- 69	104	574	324912
Klickitat	10/18/65	66- 67	98	21	119843
Skamania	10/18/65	64- 65	44	212	65828
Walla Walla	10/18/65	62- 63	297	16	39056
Yakima	10/18/65	60- 61	559	406	2059644



WYOMING

County	Date Filed	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Albany	10/18/65	28- 29	150	524	U-14317
Big Horn	10/22/65	30- 31	234	674	U- 8677
Campbell	10/18/65	32- 33	111 Photos	534	U- 6179
Carbon	10/18/65	34- 35	470	404	U- 4316
Converse	10/18/65	36- 37	382	144	332 488
Fremont	10/18/65	38- 39	135	684	26279
Hot Springs	10/22/65	40- 41	76 PR	358	U- 5251
Johnson	10/18/65	42- 43	88A-16	1	3961
Lincoln	10/19/65	44- 45	71 PR	446	U- 5999
Natrona	10/22/65	46- 47	275	301	U-65082
Park	10/18/65	48- 49	302	428	U-13690
Platte	10/18/65	50- 51	127A	1	300 466
Sheridan	10/18/65	52- 53	113	162	10728
Sublette	10/18/65	54- 55	19	529	U- 2934
Sweetwater	10/18/65	56- 57	333	560	U-10522
Washakie	10/18/65	58- 59	102	474	8028

(On October 20, 1965, the Eighteenth Supplemental Indenture was filed in the office of the Secretary of State of the State of Wyoming and assigned Uniform Commercial Code No. 96690.)

and

WHEREAS an instrument, dated as of March 12, 1958, was executed by the Company appointing Wesley L. Baker as Co-Trustee in succession to said Oliver R. Brooks, resigned, under the Mortgage and by Wesley L. Baker accepting the appointment as Co-Trustee under the Mortgage in succession to the said Oliver R. Brooks, which instrument was or is to be recorded in the official records of various counties in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming; which counties include or will include all counties in which this Nineteenth Supplemental Indenture is to be recorded; and

WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, bonds of a series entitled and designated First Mortgage Bonds, 3¼% Series due 1977 (hereinafter called the bonds of the First Series), in the aggregate principal amount of Thirty-eight Million Dollars (\$38,000,000), of which Twenty-nine Million Dollars (\$29,000,000) in aggregate principal amount are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3% Series due 1980 (hereinafter called the bonds of the Second Series), in the aggregate principal amount of Nine Million Dollars (\$9,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3½% Series due 1982 (hereinafter called the bonds of the Third Series), in the aggregate principal amount of Twelve Million Five Hundred Thousand Dollars (\$12,500,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3¾% Series due September 1, 1982 (hereinafter called the bonds of the Fourth Series), in the aggregate principal amount of Seven Million Five Hundred Thousand Dollars (\$7,500,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3⅝% Series due 1984 (hereinafter called the bonds of the Fifth Series), in the aggregate principal amount of Eight Million Dollars (\$8,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3½% Series due August 1, 1984 (hereinafter called the bonds of the Sixth Series), in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3⅝% Series due 1985 (hereinafter

called the bonds of the Seventh Series), in the aggregate principal amount of Ten Million Dollars (\$10,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 5 $\frac{3}{8}$ % Series due 1987 (hereinafter called the bonds of the Eighth Series), in the aggregate principal amount of Twelve Million Dollars (\$12,000,000), none of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 5 $\frac{3}{4}$ % Series due September 1, 1987 (hereinafter called the bonds of the Ninth Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), none of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{1}{4}$ % Series due 1988 (hereinafter called the bonds of the Tenth Series), in the aggregate principal amount of Fifteen Million Dollars (\$15,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{3}{8}$ % Series due July 1, 1988 (hereinafter called the bonds of the Eleventh Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 5 $\frac{1}{8}$ % Series due 1990 (hereinafter called the bonds of the Twelfth Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{3}{4}$ % Series due 1992 (hereinafter called the bonds of the Thirteenth Series), in the aggregate principal amount of Thirty-five Million Dollars (\$35,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{1}{2}$ % Series due December 1, 1992 (hereinafter called the bonds of the Fourteenth Series), in the aggregate principal amount of Thirty-two Million Dollars (\$32,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3 $\frac{5}{8}$ % Series due November 1, 1974 (hereinafter called the bonds of the Fifteenth Series), in the aggregate principal amount of Eleven Million Four Hundred Thirty-four Thousand Dollars (\$11,434,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3 $\frac{3}{8}$ % Series due April 1, 1978 (hereinafter called the bonds of the Sixteenth Series), in the aggregate principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3 $\frac{3}{8}$ % Series due August 1, 1979 (hereinafter called the bonds of the Seven-

teenth Series), in the aggregate principal amount of Four Million Nine Hundred Fifty-one Thousand Dollars (\$4,951,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due June 1, 1981 (hereinafter called the bonds of the Eighteenth Series), in the aggregate principal amount of Five Million Eight Hundred Forty-nine Thousand Dollars (\$5,849,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due October 1, 1982 (hereinafter called the bonds of the Nineteenth Series), in the aggregate principal amount of Six Million One Hundred Fifty-seven Thousand Dollars (\$6,157,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3 $\frac{3}{4}$ % Series due March 1, 1984 (hereinafter called the bonds of the Twentieth Series), in the aggregate principal amount of Eight Million Six Hundred Fifty-nine Thousand Dollars (\$8,659,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{3}{8}$ % Series due May 1, 1986 (hereinafter called the bonds of the Twenty-first Series), in the aggregate principal amount of Fourteen Million Four Hundred Fifty-four Thousand Dollars (\$14,454,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{3}{8}$ % Series due 1993 (hereinafter called the bonds of the Twenty-second Series), in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), all of which are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{5}{8}$ % Series due 1994 (hereinafter called bonds of the Twenty-third Series), in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), all of which are now Outstanding; and bonds of a series entitled and designated First Mortgage Bonds, 5% Series due 1995 (hereinafter called bonds of the Twenty-fourth Series), in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), all of which are now Outstanding; and

WHEREAS, Article XIX of the Mortgage provides, among other things, that, subject to the provisions of Sections 71, 80 and 116 of the Mortgage, any modification or alteration of the Mortgage (including any indenture supplemental thereto) and/or any of the rights and obligations of the Company and/or the rights of the holders of the bonds and/or coupons issued thereunder in any particular may be made at a meeting of bondholders duly convened and held in accordance with the



provisions of said Article, by resolution duly adopted as therein provided when approved by Resolution of the Board of Directors of the Company and (in the case of certain modifications or alterations) when assented to in writing by the Trustees, all as therein provided; and

Whereas, at a meeting of bondholders of the First, Second, Third and Fourth Series duly called, convened and held in accordance with the provisions of said Article XIX, by resolution duly adopted by the bondholders and approved by Resolution of the Board of Directors of the Company (of which Resolution a certified copy has been duly filed by the Company with the Corporate Trustee) as provided in said Article XIX, the Mortgage has been modified as hereinafter provided; and

Whereas, no further action is required by the holders of bonds of any other Outstanding series as a result of the provisions of Section 4 of the Fourth Supplemental Indenture; and

Whereas, Section 115 of the Mortgage provides, among other things, that instruments supplemental to the Mortgage embodying any modification or alteration of the Mortgage made at any bondholders' meeting and approved by Resolution of the Board of Directors of the Company may be executed by the Company and the Trustees:

Now, Therefore, this Indenture Witnesseth:

Section 1. In order to evidence the modification of the Mortgage pursuant to the above-mentioned vote by bondholders and to implement the right reserved in Section 4 of the Fourth Supplemental Indenture, as amended, and pursuant to the above-mentioned approval by Resolution of the Board of Directors of the Company (and in order to evidence the assent thereto in writing by the Trustees, to the extent, if any, that such assent is necessary under the provisions of Section 114 of the Mortgage), the Mortgage is hereby amended by deleting subsection (I) of Section 39 of the Mortgage, as now in effect, and substituting therefor the following:

"(I) The Company covenants that, so long as any bonds of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth, Nineteenth, Twentieth, Twenty-first, Twenty-second, Twenty-third or Twenty-fourth Series remain Outstanding, it

will, within ninety (90) days after the close of the calendar year 1967 and of each calendar year thereafter, file with the Corporate Trustee an Officers' Certificate (hereinafter called an "Officers' Certificate of Replacements"), stating the following:

(1a) the amount which is equal to fifteen per centum (15%) of the Adjusted Gross Operating Revenues (as hereinafter in this Section defined) for the calendar year next preceding such filing;

(1b) gross expenditures of the Company or others beginning January 1, 1967, for repairs and maintenance of the Mortgaged and Pledged Property used primarily and principally in the electric, gas, steam and/or water utility business, and of the automotive equipment of the Company used in the operation of such property, including as expenditures for repairs and maintenance rental expenses for tires not owned by the Company, which expenditures shall not theretofore have been made the basis of a credit under this subsection (I) and which the Company then elects to make the basis of a credit under this subsection (I);

(1) the amount, if any, by which the amount required to be stated by clause (1a) of this subsection (I) in the certificate then being made exceeds the amount required to be stated by (1b) thereof in such certificate;

(2) the amount which is equal to the aggregate amounts deducted pursuant to the provisions of clause (A) of Section 4 hereof from the Cost or fair value of Property Additions in respect of Funded Property retired less the aggregate amounts added pursuant to the provisions of items (a), (b), (c), (d) and (e) of clause (B) of said Section 4 in any Engineer's Certificate or Engineer's Certificates theretofore delivered to the Corporate Trustee pursuant to any of the provisions of this Indenture, which amounts shall not theretofore have been made the basis of a credit under subsection (I) of Section 39 of this Indenture as now or heretofore in effect and which the Company then elects to make the basis of a credit under this subsection (I);

(3) the Cost or fair value to the Company, whichever is less, as shall be stated in an Engineer's Certificate and/or Independent Engineer's Certificate delivered to the Corporate Trustee, of any (gross) Property Additions which are not then Funded Property

(without making any of the deductions and additions provided for in subsection (II) of Section 4 hereof) and which Property Additions the Company then elects to make the basis of a credit under this subsection (I);

(4) the principal amount of each bond to the authentication and delivery of which the Company shall then be entitled under the provisions of Section 26 or Section 29 hereof by virtue of compliance with all applicable provisions of said Section 26 or Section 29, as the case may be (except as hereinafter in this Section otherwise provided); and the right to the authentication and delivery of which the Company then elects to make the basis of a credit under this subsection (I);

(5) net cash expenditures subsequent to April 30, 1947, for automotive equipment of the Company which is used in the electric, gas, steam and/or water utility business (other than expenditures for automotive equipment of the Company consisting of equipment owned by Northwestern Electric Company on April 30, 1947, and acquired by the Company prior to the date hereof) which expenditures shall not theretofore have been made the basis of a credit under subsection (I) of Section 39 of this Indenture as now or heretofore in effect and which expenditures the Company then elects to make the basis of a credit under this subsection (I);

(6) the amount, if any, required to be stated by clause (7) in the next preceding Officers' Certificate of Replacements;

(7) the amount, if any, by which the aggregate of the amounts required to be stated by clauses (2) to (6), both inclusive, of this subsection (I) in the certificate then being made exceeds the amount required to be stated by clause (1) thereof in such certificate; and

(8) the amount, if any, by which the aggregate of the amounts required to be stated by clauses (2) to (6), both inclusive, of this subsection (I) in the certificate then being made is less than the amount required to be stated by clause (1) thereof in such certificate.

The Company covenants to deposit with the Corporate Trustee in cash within ninety (90) days after the close of each calendar year there-

after an amount equal to any amount required to be stated by clause (8) above in the Officers' Certificate of Replacements required to be filed within such ninety (90) day period.

Any cash delivered to the Corporate Trustee under the provisions of subsection (I) of Section 39 of this Indenture as now or heretofore in effect shall be held by it as part of the Mortgaged and Pledged Property and

(a) may be withdrawn by the Company in an amount equal to the aggregate amounts deducted pursuant to the provisions of clause (A) of Section 4 hereof from the Cost or fair value of Property Additions in respect of Funded Property retired less the aggregate amounts added pursuant to the provisions of items (a), (b), (c), (d) and (e) of clause (B) of said Section 4 in any Engineer's Certificate or Engineer's Certificates theretofore delivered to the Corporate Trustee pursuant to any of the provisions of this Indenture, which amounts shall not theretofore have been made the basis of a credit under subsection (I) of Section 39 of this Indenture as now or heretofore in effect and which amounts the Company then elects in an Officers' Certificate filed with the Corporate Trustee to make the basis of a credit under this subsection (I) against such withdrawal of cash;

(b) may be withdrawn by the Company in an amount equal to the Cost or fair value to the Company whichever is less, as shall be stated in an Engineer's Certificate or Independent Engineer's Certificate delivered to the Corporate Trustee, of any (gross) Property Additions which are not then Funded Property (without making any of the deductions or additions provided for in Section 4 hereof) and which Property Additions the Company then elects to make the basis of a credit under this subsection (I) against such withdrawal of cash;

(c) may be withdrawn from time to time by the Company in an amount equal to the principal amount of each bond to the authentication and delivery of which the Company shall then be entitled under the provisions of Section 26 or Section 29 hereof by virtue of compliance with all applicable provisions of said Section 26 or Section 29, as the case may be (except as hereinafter in this Section otherwise provided), and the right to the authentication and deliv-



ery of which bonds the Company elects to make the basis of a credit under this subsection (I) against such withdrawal of cash;

(d) may, upon the request of the Company, be used by the Corporate Trustee for the purchase of bonds issued hereunder in accordance with the provisions of Section 55 hereof; or

(e) may, upon the request of the Company, be applied by the Corporate Trustee to the redemption of any bonds issued hereunder which are, by their terms, redeemable, and of such series as may be designated by the Company, such redemption to be in the manner and as provided in Article X hereof.

Such moneys shall, from time to time, be paid out or used or applied by the Corporate Trustee, as aforesaid, upon the request of the Company evidenced by a Resolution.

Unless all bonds of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth, Nineteenth, Twentieth, Twenty-first, Twenty-second, Twenty-third and Twenty-fourth Series shall have ceased to be Outstanding, any Property Additions which shall have been made the basis of a credit for any purpose under subsection (I) of Section 39 of this Indenture as now or heretofore in effect shall have the status of Funded Property. Unless all bonds of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth, Nineteenth, Twentieth, Twenty-first, Twenty-second, Twenty-third and Twenty-fourth Series shall have ceased to be Outstanding any election of a credit for any purpose under subsection (I) of Section 39 of this Indenture as now or heretofore in effect based upon the right to the authentication and delivery of any bond or fraction of a bond shall operate as a waiver by the Company of its right to the authentication and delivery of such bond or fraction of a bond and such bond or fraction of a bond may not thereafter be authenticated and delivered hereunder, and any bond or Qualified Lien Bond which has been made the basis of any such right to the authentication and delivery of any bond or fraction of a bond so waived shall be deemed to have been made the basis of a credit under subsection (I) of Section 39 of this Indenture as now or heretofore in effect; and all bonds

purchased or redeemed by application of cash pursuant to the provisions of Section 39 of this Indenture as now or heretofore in effect shall be deemed to have been purchased or redeemed with Funded Cash; provided, however, that (notwithstanding the Company may have, as permitted by the provisions of clause (c) of subdivision (B) of Section 4 hereof, elected to have added any or all bonds purchased or redeemed by application of cash deposited pursuant to the provisions of this Section) if at any time and from time to time after such an election or application of cash and prior to the time when all bonds of the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth, Nineteenth, Twentieth, Twenty-first, Twenty-second, Twenty-third and Twenty-fourth Series shall have ceased to be Outstanding, the Company shall file with the Corporate Trustee an Officers' Certificate referring to such election and stating:

(i) the amount which is equal to the aggregate amounts deducted pursuant to the provisions of clause (A) of Section 4 hereof from the Cost or fair value of Property Additions in respect of Funded Property retired less the aggregate amounts added pursuant to the provisions of items (a), (b), (c), (d) and (e) of clause (B) of said Section 4 in any Engineer's Certificate or Engineer's Certificates theretofore delivered to the Corporate Trustee pursuant to any of the provisions of this Indenture, which amounts shall not theretofore have been made the basis of a credit under subsection (I) of Section 39 of this Indenture as now or heretofore in effect and which amounts the Company then elects to make the basis of a credit under this subsection (I) in lieu of an equal principal amount of bonds, the right to the authentication and delivery of which has theretofore been waived pursuant to the provisions of subsection (I) of Section 39 of this Indenture as now or heretofore in effect, or which shall have been purchased or redeemed by application of cash pursuant to the provisions of Section 39 of this Indenture as now or heretofore in effect, or

(ii) the Cost or fair value to the Company, whichever is less, as shall be stated in an Engineer's Certificate or Independent Engineer's Certificate delivered to the Corporate Trustee, of any (gross) Property Additions which are not then Funded Property

(without making any of the deductions and additions provided for in subsection (II) of Section 4 hereof) and which Property Additions the Company then elects to make the basis of a credit under this subsection (I) in lieu of an equal principal amount of bonds, the right to the authentication and delivery of which has theretofore been waived pursuant to the provisions of subsection (I) of Section 39 of this Indenture as now or heretofore in effect, or which shall have been purchased or redeemed by application of cash pursuant to the provisions of Section 39 of this Indenture as now or heretofore in effect,

then, and in that event, notwithstanding any other provisions of this Indenture, the Company's waiver made by such election of the right to the authentication and delivery of bonds in the aggregate principal amount specified in the Officers' Certificate filed pursuant to this proviso shall forthwith cease to be effective and the waiver of such right shall no longer be deemed to have been made, or, as the case may be, bonds in the aggregate principal amount specified in the Officers' Certificate filed pursuant to this proviso shall forthwith cease to be deemed to have been purchased or redeemed with Funded Cash.

In every case in which any credit under this subsection (I) is, in whole or in part, based upon Property Additions as permitted under clause (3), clause (b) or clause (ii) of this subsection (I), the Company shall comply with all applicable provisions of this Indenture (except subsection (II) of Section 4 hereof) as if such Property Additions were made the basis of an application for the authentication and delivery of bonds thereon (equivalent in principal amount to sixty per centum (60%) of the credit so to be based on such Property Additions), except that in no such case shall the Company be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel, such as is described in subdivisions (1), (2), (6) and (8) of Section 28 hereof.

In every case in which any credit under this subsection (I) is to be based in whole or in part upon the right to the authentication and delivery of bonds, as permitted under clause (4) or clause (c) of this subsection (I), the Company shall comply with all applicable provisions of Section 26 or Section 29 hereof, as the case may be, relating to such authentication and delivery, except that in no such case shall the

Company be required to comply with any earning requirements or to deliver to the Corporate Trustee any Resolution, Officers' Certificate, Net Earning Certificate or Opinion of Counsel such as is described in subdivisions (1), (2), (6) and (8) of Section 28 hereof.

The term "Adjusted Gross Operating Revenues" is hereby defined as the revenues received from the sale of electric, gas, steam and/or water utility service derived from the Mortgaged and Pledged Property and from automotive equipment used in connection therewith and the amounts (other than amounts received for the use of facilities under joint-use agreements) received as rentals or fixed charges for the use by others (or the use by the Company for the account of others) of facilities included in the Mortgaged and Pledged Property used primarily and principally in the electric, gas, steam and/or water generating, manufacturing, transmitting, transporting and/or distributing business (with all interdepartmental items eliminated), and after deducting (a) an amount equal to the cost to the Company of electricity, gas, steam, water or other products (if the revenues received therefrom are included in such Adjusted Gross Operating Revenues), purchased for exchange or resale, (b) an amount equal to the cost of rentals paid by the Company for properties leased from others used or to be used primarily and principally in its electric, gas, steam and/or water generating, manufacturing, transmitting, transporting and/or distributing business, or at the option of the Company, the revenues, received directly from customers, derived from the operation of such properties leased from others (if readily ascertainable in accordance with sound accounting practice and if the revenues received therefrom are included in such Adjusted Gross Operating Revenues), and (c) an amount equal to charges to the Company for generating, manufacturing, transmitting, transporting, and/or distributing electricity, gas, steam and/or water (if the revenues received therefrom are included in such Adjusted Gross Operating Revenues) by others; provided, however, that any such revenue earned beginning January 1, 1967, which is in controversy as a result of any litigation or which has been impounded shall be included in the Adjusted Gross Operating Revenues for the purpose of this computation, but only after, and in the year in which, any such revenue in controversy or impounded is recovered or, at the option of the Company, after, and in the year in which, it shall have been finally determined that such operating revenues belong to the Company or any such lessee."



SECTION 2. Subject to the amendments provided for in this Nineteenth Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Nineteenth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 3. The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Nineteenth 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 Nineteenth 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 Nineteenth Supplemental Indenture.

SECTION 4. Whenever in this Nineteenth 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 Nineteenth 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 5. Nothing in this Nineteenth 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 Nineteenth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Nineteenth 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 6. This Nineteenth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Pacific Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, in the City of Portland, Oregon, the 18<sup>th</sup> day of December, 1967, as of December 15, 1967, and Morgan Guaranty Trust Company of New York, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and Wesley L. Baker, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, all in The City of New York, New York, the 23<sup>rd</sup> day of December, 1967, as of December 15, 1967.

PACIFIC POWER & LIGHT COMPANY,

By *[Signature]*  
Vice President.

Attest:

*[Signature]*  
Assistant Secretary.

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

*[Signature]*  
*[Signature]*



MORGAN GUARANTY TRUST COMPANY  
OF NEW YORK,

By *[Signature]*  
Trust Officer.

Attest:

*[Signature]*  
Assistant Secretary.

Executed, sealed and delivered by MORGAN  
GUARANTY TRUST COMPANY OF NEW YORK  
in the presence of:

*M. J. Wilson*  
*H. P. Pritchard*

*[Signature]* (L. S.)  
Wesley L. Baker

Executed, sealed and delivered by WESLEY L.  
BAKER in the presence of:

*M. J. Wilson*  
*H. P. Pritchard*

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

December /8, A.D. 1967.

Before me personally appeared A. W. TRIMBLE, who, being duly sworn, did say that he is a Vice President of PACIFIC POWER & LIGHT COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

On this /8<sup>th</sup> day of December, 1967, before me personally appeared A. W. TRIMBLE, to me known to be a Vice President of PACIFIC POWER & LIGHT COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On this /8<sup>th</sup> day of December, in the year 1967, before me, FRANCES M. McKECHNIE, a Notary Public in and for the State of Oregon, personally appeared A. W. TRIMBLE, known to me to be a Vice President of PACIFIC POWER & LIGHT COMPANY, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

On this /8<sup>th</sup> day of December, 1967, before me appeared A. W. TRIMBLE, to me personally known, who, being by me duly sworn, did say that he is a Vice President of PACIFIC POWER & LIGHT COMPANY, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said A. W. TRIMBLE acknowledged said instrument to be the free act and deed of said Corporation.

On the /8<sup>th</sup> day of December, in the year One Thousand Nine Hundred Sixty-seven, before me, FRANCES M. McKECHNIE, a Notary Public in and for the said State of Oregon, personally appeared A. W. TRIMBLE, known to me to be a Vice President, and M. E. THOMPSON, known to me to be an Assistant Secretary of PACIFIC POWER & LIGHT COMPANY, a Maine corporation, one of the corporations that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

*Frances M. McKechnie*  
FRANCES M. McKECHNIE  
Notary Public, State of Oregon  
My Commission Expires October 11, 1970

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STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:  
December 23, A. D. 1967.

Before me personally appeared P. G. NORRIS, who, being duly sworn, did say that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

On the 23rd day of December, 1967, before me personally appeared P. G. NORRIS, to me known to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On this 23rd day of December, in the year 1967, before me, FRANK SCHLIERF, a Notary Public in and for the State of New York, personally appeared P. G. NORRIS, known to me to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

On the 23rd day of December, 1967, before me appeared P. G. NORRIS, to me personally known, who, being by me duly sworn, did say that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said P. G. NORRIS acknowledged said instrument to be the free act and deed of said Corporation.

On this 23rd day of December, in the Year One Thousand Nine Hundred Sixty-seven, before me, FRANK SCHLIERF, a Notary Public in and for the said State of New York, personally appeared P. G. NORRIS, known to me to be a Trust Officer, and D. G. HOPE, known to me to be an Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, one of the corporations that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

*Frank Schlierf*  
FRANK SCHLIERF  
Notary Public, State of New York  
No. 60-3503450  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires March 30, 1969

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:  
December 23, A. D. 1967.

Before me personally appeared the above-named WESLEY L. BAKER, and acknowledged the foregoing instrument to be his voluntary act and deed.

On this day personally appeared before me WESLEY L. BAKER, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

On this 23rd day of December, in the year 1967, before me, FRANK SCHLIERF, a Notary Public in and for the State of New York, personally appeared WESLEY L. BAKER, to me known and known to me to be the person described in and who executed the within and foregoing instrument, and whose name is subscribed thereto, and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and official seal this 23rd day of December, 1967.

*Frank Schlierf*  
FRANK SCHLIERF  
Notary Public, State of New York  
No. 60-3503450  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires March 30, 1969

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

A. W. TRIMBLE, being duly sworn, deposes and says that he is a Vice President of PACIFIC POWER & LIGHT COMPANY, the Mortgagor named in the foregoing instrument, and makes this affidavit for and on its behalf; that this Nineteenth Supplemental Indenture is made in good faith, and without any design to hinder, delay, or defraud creditors.

*A. W. Trimble*  
A. W. TRIMBLE

Subscribed and sworn to before me }  
this 18<sup>th</sup> day of December, 1967.

*Frances M. McKechnie*  
FRANCES M. McKECHNIE  
Notary Public, State of Oregon  
My Commission Expires October 11, 1970

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

P. G. NORRIS, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation, one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust; that said mortgage and deed of trust is made in good faith to secure the amount named therein and without any design to hinder, delay or defraud creditors, and that he makes this affidavit on behalf of said Morgan Guaranty Trust Company of New York.

*P. G. Norris*  
P. G. NORRIS

Subscribed and sworn to before me }  
this 23<sup>rd</sup> day of December, 1967.

*Frank Schlierf*  
FRANK SCHLIERF  
Notary Public, State of New York  
No. 60-3503450  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires March 30, 1969



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

WESLEY L. BAKER, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust; that said mortgage and deed of trust is made in good faith to secure the amount named therein and without any design to hinder, delay or defraud creditors.

*Wesley L. Baker*  
WESLEY L. BAKER

Subscribed and sworn to before me }  
this 23<sup>rd</sup> day of December, 1967.

*Frank Schlierf*

FRANK SCHLIERF  
Notary Public, State of New York  
No. 60-3503450  
Qualified in Westchester County  
Certificate filed in New York County  
Commission Expires March 30, 1969

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## RECEIPT

The undersigned, Pacific Power & Light Company, the mortgagor in the foregoing mortgage and deed of trust, hereby acknowledges surrender, without cost, by the mortgagees and/or trustees to the undersigned at the time of the execution of the foregoing mortgage and deed of trust of a correct copy of said original mortgage and deed of trust, as signed, with the acknowledgments shown thereon, and acknowledges receipt thereof.

Dated this 23<sup>rd</sup> day of December, 1967.

PACIFIC POWER & LIGHT COMPANY,

By *M. Drinkle*  
Vice President.

Attest:

*H. E. Thompson*  
Assistant Secretary.

STATE OF OREGON, }  
County of Klamath } ss

Filed for record at request of

*Pacific Power & Light Co.*

on this 7 da of February A. D. 1968

at 2:35 o'clock PM, and duly

recorded in Vol. 218 of Mortgages

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DOROTHY ROGERS, County Clerk

By *Deputy* Deputy

35 Fee 42.00