

66913

Vol. ⁷⁷ ₇₇ Page 12596

COUNTERPART No. 42

PACIFIC POWER & LIGHT COMPANY

TO

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

(formerly Guaranty Trust Company of New York)

AND

R. E. SPARROW

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

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

Twenty-fifth Supplemental Indenture

Dated as of October 1, 1972

12597

TWENTY-FIFTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of October, 1972, made and entered into by and between PACIFIC POWER & LIGHT COMPANY, a corporation of the State of Maine, whose post office address is Public Service Building, Portland, Oregon 97204 (hereinafter sometimes called the Company), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a corporation of the State of New York, whose post office address is 23 Wall Street, New York, N. Y. 10015 (hereinafter sometimes called the Corporate Trustee), and R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks), whose post office address is 496 Dorchester Road, Ridgewood, New Jersey 07450 (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of July 1, 1947 (hereinafter called the Mortgage), executed and delivered by Pacific Power & Light Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called Twenty-fifth Supplemental Indenture) being supplemental thereto.

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

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired, made or constructed and intended to be subject to the lien thereof; and

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WHEREAS the Company executed and delivered to the Trustees its First Supplemental Indenture, dated as of April 1, 1950; its Second Supplemental Indenture, dated as of March 1, 1952; its Third Supplemental Indenture, dated as of September 1, 1952; its Fourth Supplemental Indenture, dated as of April 1, 1954; its Fifth Supplemental Indenture, dated as of August 1, 1954; its Sixth Supplemental Indenture, dated as of October 1, 1955; its Seventh Supplemental Indenture, dated as of January 1, 1957; its Eighth Supplemental Indenture, dated as of September 1, 1957; its Ninth Supplemental Indenture, dated as of January 1, 1958; its Tenth Supplemental Indenture, dated as of July 1, 1958; its Eleventh Supplemental Indenture, dated as of September 1, 1960; its Twelfth Supplemental Indenture, dated as of June 22, 1961; its Thirteenth Supplemental Indenture, dated as of April 1, 1962; its Fourteenth Supplemental Indenture, dated as of December 1, 1962; its Fifteenth Supplemental Indenture, dated as of April 1, 1963; its Sixteenth Supplemental Indenture, dated as of August 1, 1963; its Seventeenth Supplemental Indenture, dated as of October 1, 1964; its Eighteenth Supplemental Indenture, dated as of October 1, 1965; its Nineteenth Supplemental Indenture, dated as of December 15, 1967; its Twentieth Supplemental Indenture, dated as of May 1, 1969; its Twenty-first Supplemental Indenture, dated as of November 1, 1969; its Twenty-second Supplemental Indenture, dated as of July 1, 1970; its Twenty-third Supplemental Indenture, dated as of February 1, 1971; and its Twenty-fourth Supplemental Indenture, dated as of October 1, 1971; and

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

WHEREAS the Twenty-fourth Supplemental Indenture was filed for record, and was recorded and indexed, as a mortgage of both real and personal property, in the various official records in the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming listed below as follows:

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CALIFORNIA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Del Norte	11-22-71	3 - 4	159	474	70-55
Modoc	11-22-71	5 - 6	216	676	1277
Shasta	11-22-71	7 - 8	1092	348	1002
Siskiyou	11-22-71	9 - 10	642	387	71-333
Trinity	11-22-71	11 - 12	151	620	401

Executed Counterpart No. 78 was filed as a Financing Statement in the office of the Secretary of State of the State of California on November 30, 1971 and was assigned Uniform Commercial Code No. 71-124967.

IDAHO

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Bonner	11-30-71	90 - 91	63	337	P-3141

Executed Counterpart No. 92 was filed as a Financing Statement in the office of the Secretary of State of the State of Idaho on December 1, 1971 and was assigned Uniform Commercial Code No. A-23266.

MONTANA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Big Horn	11-22-71	13 - 14	61	21	6309
Carbon	11-22-71	16 - 17	69	623	4772
Flathead	11-22-71	18 - 19	532	255	5405
Lake	11-22-71	20 - 21	Microfile	201159	U-6186
Lincoln	11-22-71	22 - 23	15	891	5481
Yellowstone	11-22-71	24 - 25	952	295	40924

Executed Counterpart No. 93 was filed as a Financing Statement in the office of the Secretary of State of the State of Montana on December 3, 1971, and was assigned Uniform Commercial Code No. 31897.

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CALIFORNIA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Del Norte	11-22-71	3 - 4	159	474	70-55
Modoc	11-22-71	5 - 6	216	676	1277
Shasta	11-22-71	7 - 8	1092	348	1002
Siskiyou	11-22-71	9 - 10	642	387	71-333
Trinity	11-22-71	11 - 12	151	620	401

Executed Counterpart No. 78 was filed as a Financing Statement in the office of the Secretary of State of the State of California on November 30, 1971 and was assigned Uniform Commercial Code No. 71-124967.

IDAHO

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Bonner	11-30-71	90 - 91	63	337	P-3141

Executed Counterpart No. 92 was filed as a Financing Statement in the office of the Secretary of State of the State of Idaho on December 1, 1971 and was assigned Uniform Commercial Code No. A-23266.

MONTANA

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Big Horn	11-22-71	13 - 14	61	21	6309
Carbon	11-22-71	16 - 17	69	623	4772
Flathead	11-22-71	18 - 19	532	255	5405
Lake	11-22-71	20 - 21	Microfile	201159	U-6186
Lincoln	11-22-71	22 - 23	15	891	5481
Yellowstone	11-22-71	24 - 25	952	295	40924

Executed Counterpart No. 93 was filed as a Financing Statement in the office of the Secretary of State of the State of Montana on December 3, 1971, and was assigned Uniform Commercial Code No. 31897.

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OREGON

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.*
			Book	Page	
Benton	1-25-72	98	M-29956		
Clatsop	1-25-72	99	358	68	
Columbia	1-25-72	100	118	664	
Coos	1-26-72	101	Microfilm	72-1-67706-96	
Crook	1-25-72	102	MF	16818	
Deschutes	1-25-72	103	177	228	
Douglas	1-25-72	104	485	1	
Gilliam	1-26-72	105	10	182	
Hood River	1-25-72	106	Film	#720137	
Jackson	1-26-72	107	Document	72-01110	
Jefferson	1-25-72	108	42	200	
Josephine	1-25-72	109	187	694	
Klamath	1-25-72	110	M72	875	
Lake	1-25-72	111	62	121	
Lane	1-25-72	112	Reel 570R	#83344	
Lincoln	1-25-72	113	31	193	
Linn	1-25-72	114	MF32	413	
Marion	1-25-72	115	686	548	
Morrow	1-25-72	116	Microfilm	4325	
Multnomah	1-25-72	117	836	622	
Polk	1-25-72	118	B.O.R. 26	92	
Sherman	1-25-72	119	2	246	
Tillamook	1-25-72	120	225	992	
Umatilla	1-25-72	121	244	200	
Union	1-25-72	122	Microfilm	#37175	
Wallowa	1-25-72	123	71	172	
Wasco	1-25-72	124	Microfilm	#720173	
Washington	1-25-72	125	851	903	
Wheeler	1-25-72	126	23	39	

* Executed Counterpart No. 127 was filed as a Financing Statement in the office of the Secretary of State of the State of Oregon on January 28, 1972 and was assigned Uniform Commercial Code No. C22951. Section 79.3020(5), Oregon Revised Statutes, exempts mortgages and deeds of trust of utilities from general filing requirements of the Uniform Commercial Code and provides for a single filing thereof with the Secretary of State.

Executed Counterpart No. 97 was filed on December 15, 1971 with the Auditor of the City of Portland in compliance with the requirements of the Charter of the City of Portland, applicable to instruments mortgaging franchises for the use of city streets and highways by public utilities.

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UTAH

County	Date Recorded	Counterpart No.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Daggett	12-2-71	95	20	1270	

* Executed Counterpart No. 96 was filed as a Financing Statement in the office of the Secretary of State of the State of Utah, on December 2, 1971 and was assigned Uniform Commercial Code No. 289247. Title 70A-9-302(5) of the Utah Uniform Commercial Code exempts mortgages and deeds of trust of utilities from general filing requirements and provides for a single filing thereof with the Secretary of State.

WASHINGTON

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Adams	11-23-71	26 - 27	19	56	NS39
Asotin	11-22-71	28 - 29	Instrument	#111058	26
Benton	11-22-71	30 - 31	265	617	125
Clark	11-22-71	32 - 33	Microfilm	#802941	A269
Columbia	11-22-71	34 - 35	42	659	6
Cowlitz	11-22-71	36 - 37	774	1360	22
Franklin	11-22-71	38 - 39	37	331	78
Garfield	11-22-71	40 - 41	Microfilm	13960	5
Kittitas	11-22-71	42 - 43	26	192	34
Klickitat	11-23-71	44 - 45	105	207	19
Lewis	11-22-71	46 - 47	50	779	76048
Skamania	11-22-71	48 - 49	49	304	79
Thurston	11-22-71	50 - 51	559	633	1551
Walla Walla	11-22-71	52 - 53	323	35	679
Yakima	11-22-71	54 - 55	821	90	3417

Executed Counterpart No. 79 was filed as a Financing Statement in the office of the Secretary of State of the State of Washington on November 30, 1971 and was assigned Uniform Commercial Code No. 142806.

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UTAH

Real Property
Mortgage Records

Page

Uniform
Commercial
Code No.*

68

664

72-1-67706-96

16818

228

1

182

#720137

72-01110

200

694

875

121

#83344

193

413

548

film 4325

622

92

246

992

200

film #37175

172

film #720173

903

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Statement in the office of the Secretary

and was assigned Uniform Commercial

Statutes, exempts mortgages and deeds

of the Uniform Commercial Code and

State.

1971 with the Auditor of the City of

Port of the City of Portland, applicable

streets and highways by public utilities.

County Date Recorded Counterpart No. Book Page Uniform Commercial Code No.*

Daggett

12-2-71

95

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* Executed Counterpart No. 96 was filed as a Financing Statement in the office of the Secretary of State of the State of Utah, on December 2, 1971 and was assigned Uniform Commercial Code No. 289247. Title 70A-9-302(5) of the Utah Uniform Commercial Code exempts mortgages and deeds of trust of utilities from general filing requirements and provides for a single filing thereof with the Secretary of State.

WASHINGTON

County	Date Recorded	Counterpart Nos.	Book	Page	Uniform Commercial Code No.
Adams	11-23-71	26 - 27	19	56	NS3913
Asotin	11-22-71	28 - 29	Instrument	#111058	2608
Benton	11-22-71	30 - 31	265	617	12572
Clark	11-22-71	32 - 33	Microfilm	#802941	A26944
Columbia	11-22-71	34 - 35	42	659	677
Cowlitz	11-22-71	36 - 37	774	1360	2276
Franklin	11-22-71	38 - 39	37	331	7874
Garfield	11-22-71	40 - 41	Microfilm	13960	576
Kittitas	11-22-71	42 - 43	26	192	3453
Klickitat	11-23-71	44 - 45	105	207	1937
Lewis	11-22-71	46 - 47	50	779	760487
Skamania	11-22-71	48 - 49	49	304	791
Thurston	11-22-71	50 - 51	559	633	15511
Walla Walla	11-22-71	52 - 53	323	35	6796
Yakima	11-22-71	54 - 55	821	90	34174

Executed Counterpart No. 79 was filed as a Financing Statement in the office of the Secretary of State of the State of Washington on November 30, 1971 and was assigned Uniform Commercial Code No. 142806.

WYOMING

County	Date Recorded	Counterpart Nos.	Real Property Mortgage Records		Uniform Commercial Code No.
			Book	Page	
Albany	11-24-71	56 - 57	209	434	580356
Big Horn	11-22-71	58 - 59	276	85	U-18927
Campbell	11-22-71	60 - 61	231	50	U-21218
Carbon	11-22-71	62 - 63	569	284	U-4316
Converse	11-22-71	64 - 65	521	144	8771
Fremont	11-22-71	66 - 67	158	350	65504
Hot Springs	11-22-71	68 - 69	97	463	U-12237
Johnson	11-22-71	70 - 71	88A-22	93	9862
Lincoln	11-22-71	72 - 73	96PR	199	U-16266
Natrona	11-22-71	74 - 75	329	156	U-189068
Park	11-22-71	76 - 77	360	21	U-29403
Platte	11-22-71	80 - 81	158	1	337644
Sheridan	11-22-71	82 - 83	130	53	28269
Sublette	11-22-71	84 - 85	23	349	U-8297
Sweetwater	11-22-71	86 - 87	503	546	U-28024
Washakie	11-22-71	88 - 89	128	187	19237

Executed Counterpart No. 94 was filed as a Financing Statement in the office of the Secretary of State of the State of Wyoming on December 2, 1971 and was assigned Uniform Commercial Code No. 115086.

and

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

WHEREAS in the Twenty-first Supplemental Indenture, Wesley L. Baker resigned as Co-Trustee and R. E. Sparrow was appointed successor Co-Trustee; and

WHEREAS in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

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

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
1. First—3¼%	1977	\$38,000,000	\$29,000,000
2. Second—3%	1980	9,000,000	9,000,000
3. Third—3½%	1982	12,500,000	12,500,000
4. Fourth—3¾%	9/1/1982	7,500,000	7,500,000
5. Fifth—3½%	1984	8,000,000	8,000,000
6. Sixth—3½%	8/1/1984	30,000,000	30,000,000
7. Seventh—3½%	1985	10,000,000	10,000,000
8. Eighth—5½%	1987	12,000,000	0
9. Ninth—5½%	9/1/1987	20,000,000	0
10. Tenth—4¼%	1988	15,000,000	15,000,000
11. Eleventh—4¾%	7/1/1988	20,000,000	20,000,000
12. Twelfth—5½%	1990	20,000,000	20,000,000
13. Thirteenth—4¾%	1992	35,000,000	35,000,000
14. Fourteenth—4½%	12/1/1992	32,000,000	32,000,000
15. Fifteenth—3¾%	11/1/1974	11,434,000	11,434,000
16. Sixteenth—3¾%	4/1/1978	4,500,000	4,500,000
17. Seventeenth—3¾%	8/1/1979	4,951,000	4,951,000
18. Eighteenth—4½%	6/1/1981	5,819,000	5,819,000
19. Nineteenth—4½%	10/1/1982	6,157,000	6,157,000
20. Twentieth—3¾%	3/1/1984	8,659,000	8,659,000
21. Twenty-first—4¾%	5/1/1986	14,454,000	14,454,000
22. Twenty-second—4½%	1993	30,000,000	30,000,000
23. Twenty-third—4½%	1994	30,000,000	30,000,000
24. Twenty-fourth—5%	1995	30,000,000	30,000,000
25. Twenty-fifth—8%	1999	25,000,000	25,000,000
26. Twenty-sixth—8¾%	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh—9½%	2000	25,000,000	25,000,000
28. Twenty-eighth—7½%	2001	40,000,000	40,000,000
29. Twenty-ninth—8%	10/1/2001	35,000,000	35,000,000

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

Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
1. First—3¼%	1977	\$38,000,000	\$29,000,000
2. Second—3%	1980	9,000,000	9,000,000
3. Third—3½%	1982	12,500,000	12,500,000
4. Fourth—3¼%	9/1/1982	7,500,000	7,500,000
5. Fifth—3¾%	1984	8,000,000	8,000,000
6. Sixth—3½%	8/1/1984	30,000,000	30,000,000
7. Seventh—3½%	1985	10,000,000	10,000,000
8. Eighth—5¾%	1987	12,000,000	0
9. Ninth—5¼%	9/1/1987	20,000,000	0
10. Tenth—4¼%	1988	15,000,000	15,000,000
11. Eleventh—4¾%	7/1/1988	20,000,000	20,000,000
12. Twelfth—5½%	1990	20,000,000	20,000,000
13. Thirteenth—4¾%	1992	35,000,000	35,000,000
14. Fourteenth—4½%	12/1/1992	32,000,000	32,000,000
15. Fifteenth—3½%	11/1/1974	11,434,000	11,434,000
16. Sixteenth—3½%	4/1/1978	4,500,000	4,500,000
17. Seventeenth—3¾%	8/1/1979	4,951,000	4,951,000
18. Eighteenth—4½%	6/1/1981	5,849,000	5,849,000
19. Nineteenth—4½%	10/1/1982	6,157,000	6,157,000
20. Twentieth—3¼%	3/1/1984	8,659,000	8,659,000
21. Twenty-first—4¾%	5/1/1986	14,454,000	14,454,000
22. Twenty-second—4½%	1993	30,000,000	30,000,000
23. Twenty-third—4½%	1994	30,000,000	30,000,000
24. Twenty-fourth—5%	1995	30,000,000	30,000,000
25. Twenty-fifth—8%	1999	25,000,000	25,000,000
26. Twenty-sixth—8¼%	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh—9½%	2000	25,000,000	25,000,000
28. Twenty-eighth—7¾%	2001	40,000,000	40,000,000
29. Twenty-ninth—8%	10/1/2001	35,000,000	35,000,000

Property Page Records	Uniform Commercial Code No.
Page	
434	580356
85	U-18927
50	U-21218
284	U-4316
144	8771
350	65504
463	U-12237
93	9862
199	U-16266
156	U-189068
21	U-29403
1	337644
53	28269
349	U-8297
546	U-28024
187	19237

at in the office of the Secretary
assigned Uniform Commercial

, 1958, was executed
Co-Trustee in succe-
ne Mortgage and by
Co-Trustee under the
ks, which instrument
rious counties in the
ah, Washington and
all counties in which
recorded; and

ndenture, Wesley L.
was appointed suc-

ed in the Mortgage,
quired certain other

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds, if any, of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such series may also contain such provisions not inconsistent with the provisions of the Mortgage, as supplemented, as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage, as supplemented; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage, as supplemented, shall be situated; and

WHEREAS the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 120 of the Mortgage) to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS the execution and delivery by the Company of this Twenty-fifth Supplemental Indenture, and the terms of the bonds of the Thirtieth Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

Now, THEREFORE, THIS INDENTURE WITNESSETH:

That Pacific Power & Light Company, in consideration of the premises and of One Dollar (\$1) to it duly paid by the Trustees at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the lien of the Mortgage on certain after acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), as Trustees under the Mortgage, and to their successors or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Twenty-fourth Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (I) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, con-

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WHEREAS the execution and delivery by the Company of this Twenty-fifth Supplemental Indenture, and the terms of the bonds of the Thirtieth Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That Pacific Power & Light Company, in consideration of the premises and of One Dollar (\$1) to it duly paid by the Trustees at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the lien of the Mortgage on certain after acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Twenty-fourth Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (I) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, con-

des that the form of each issued thereunder and of ds, if any, of such series Board of Directors of the established by said Board of the bonds and various ay also contain such pro- of the Mortgage, as sup- , in its discretion, cause ng to the terms and con- ned and/or secured under

ge provides, among other expressly or impliedly re- Company by any provision r such power, privilege or ricted, may (to the extent waived or surrendered or unrestricted or to additional ompany may enter into any ons for the benefit of any nder, or the Company may in any supplemental inden- y Resolution as provided in terms and provisions of any es, by an instrument in writ- Company in such manner as nce of real estate to record at the time subject to the lien be situated; and

o create a new series of bonds tion 120 of the Mortgage) to ontained in the Mortgage, as covenants and agreements to mend in certain respects the the Mortgage, as heretofore

veying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, electric, gas, and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

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

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject

to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforementioned property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (I) of Section 87 of the Mortgage, all the property, rights, and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the lien of the Mortgage, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby and thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of the Mortgage, viz: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the Company's contractual rights or other interest in or with respect to tires not owned by the Company; (4) the last day of the term of any lease or leasehold which may be or become subject to the lien of the Mortgage; (5) electric energy, gas, steam, water, ice, and other materials or products generated, manufactured, stored, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its

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all rights of way and roads; all
ty by steam, water and/or other
street lighting systems, standards
to, telephone, radio, television and
ent incidental thereto, water works,
water plants, substations, lines, ser-
alverts, tracks, ice or refrigeration
ings and other structures and the
engines, boilers, dynamos, electric,
meters, transformers, generators,
nical appliances, conduits, cables,
gas mains and pipes, service pipes,
ole and transmission lines, wires,
s, furniture and chattels; all fran-
s for the transmission and distribu-
m heat or water for any purpose,
bles, pipes, conduits, ducts and all
therewith; all real estate, lands,
ermits, franchises, privileges, rights
relating to public or private prop-
pency of such property and (except
heretofore supplemented, expressly
erest the Company may now have
to any and all property of any kind

by confirm that the Company will not
her voluntarily or through legal pro-
rein described or heretofore or here-
rship shall be as a tenant in common,
onformity with the provisions of the
ticle XI thereof.

ular the tenements, hereditaments, pre-
ntenances belonging or in anywise
ned property or any part thereof, with
mainder and remainders and (subject

to the provisions of Section 57 of the Mortgage) the tolls, rents, reve-
nues, issues, earnings, income, product and profits thereof, and all the
estate, right, title and interest and claim whatsoever, at law as well as
in equity, which the Company now has or may hereafter acquire in and
to the aforementioned property and franchises and every part and
parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions
of subsection (I) of Section 87 of the Mortgage, all the property,
rights, and franchises acquired by the Company (by purchase, con-
solidation, merger, donation, construction, erection or in any other
way) after the date hereof, except any herein or in the Mortgage, as
heretofore supplemented, expressly excepted, shall be and are as fully
granted and conveyed hereby and by the Mortgage, and as fully em-
braced within the lien of the Mortgage, as if such property, rights
and franchises were now owned by the Company and were specifically
described herein or in the Mortgage and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now
or hereafter granted, bargained, sold, released, conveyed, assigned,
transferred, mortgaged, pledged, set over or confirmed hereunder and
are hereby expressly excepted from the lien and operation of the Mort-
gage, viz: (1) cash, shares of stock, bonds, notes and other obligations
and other securities not hereafter specifically pledged, paid, deposited,
delivered or held under the Mortgage or covenanted so to be; (2) mer-
chandise, equipment, apparatus, materials or supplies held for the pur-
pose of sale or other disposition in the usual course of business; fuel,
oil and similar materials and supplies consumable in the operation of
any of the properties of the Company; all aircraft, tractors, rolling
stock, trolley coaches, buses, motor coaches, automobiles, motor trucks,
and other vehicles and materials and supplies held for the purpose of
repairing or replacing (in whole or part) any of the same; (3) bills,
notes and accounts receivable, judgments, demands and choses in action,
and all contracts, leases and operating agreements not specifically
pledged under the Mortgage or covenanted so to be; the Company's
contractual rights or other interest in or with respect to tires not owned
by the Company; (4) the last day of the term of any lease or leasehold
which may be or become subject to the lien of the Mortgage; (5) electric
energy, gas, steam, water, ice, and other materials or products gen-
erated, manufactured, stored, produced, purchased or acquired by the
Company for sale, distribution or use in the ordinary course of its

business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of the Mortgage; and (6) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

To HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto R. E. Sparrow (successor to Wesley L. Baker and Oliver R. Brooks) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York (formerly Guaranty Trust Company of New York), as Trustees, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as heretofore supplemented, this Twenty-fifth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successor or successors in such trust under the Mortgage, as follows:

ARTICLE I.

Thirtieth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "7 $\frac{3}{4}$ % Series due 2002" (herein sometimes referred to as the "Thirtieth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Thirtieth Series shall mature on October 1, 2002, and shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of seven and three-quarters per centum (7 $\frac{3}{4}$ %) per annum, payable semi-annually on April 1 and October 1 of each year; and the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Bonds of the Thirtieth Series shall be dated as in Section 10 of the Mortgage provided.

Section 10 of the Mortgage (as heretofore amended) is hereby further amended by inserting the following provision at the end thereof:

"Notwithstanding the foregoing, the person in whose name any bond of 7 $\frac{3}{4}$ % Series due 2002 (hereinafter called the "Thirtieth Series") is registered at the close of business on any record date for the Thirtieth Series (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the inter-

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The Company further covenants and agrees to and with the Trustees and their successor or successors in such trust under the Mortgage, as follows:

ARTICLE I.

Thirtieth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "7 $\frac{3}{4}$ % Series due 2002" (herein sometimes referred to as the "Thirtieth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Thirtieth Series shall mature on October 1, 2002, and shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of seven and three-quarters per centum (7 $\frac{3}{4}$ %) per annum, payable semi-annually on April 1 and October 1 of each year; and the principal of and interest on each such bond to be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Bonds of the Thirtieth Series shall be dated as in Section 10 of the Mortgage provided.

Section 10 of the Mortgage (as heretofore amended) is hereby further amended by inserting the following provision at the end thereof:

"Notwithstanding the foregoing, the person in whose name any bond of 7 $\frac{3}{4}$ % Series due 2002 (hereinafter called the "Thirtieth Series") is registered at the close of business on any record date for the Thirtieth Series (as hereinafter defined) with respect to any interest payment date shall be entitled to receive the inter-

est payable on such interest payment date (except that in case of any redemption of bonds as provided for herein on a date subsequent to the record date for the Thirtieth Series and prior to such interest payment date, interest on such redeemed bonds shall be payable only to the date fixed for redemption thereof and only against surrender of such bonds for redemption in accordance with the notice of such redemption) notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date for the Thirtieth Series and prior to such interest payment date, except if, and to the extent that, the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the persons in whose names outstanding bonds of the Thirtieth Series are registered on the day immediately preceding the date of payment of such defaulted interest. Any bond of the Thirtieth Series issued upon any transfer or exchange subsequent to the record date for the Thirtieth Series for any interest payment date and prior to such interest payment date shall bear interest from such interest payment date. The term 'record date for the Thirtieth Series' as used with respect to any interest payment date shall mean the fifteenth day of the calendar month next preceding such interest payment date."

The Company reserves the right to establish, at any time, by Resolution of the Board of Directors of the Company a form of coupon bond, and of appurtenant coupons, for the Thirtieth Series and to provide for exchangeability of such coupon bonds with the bonds of the Thirtieth Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(I) Bonds of the Thirtieth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, in whole at any time, or in part from time to time, prior to maturity, upon notice as provided in Section 52 of the Mortgage mailed at least thirty (30) days prior to the date fixed for redemption, at the following General Redemption Prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending September 30,

1973.....	107.18%	1983.....	104.70%	1993.....	102.23%
1974.....	106.93%	1984.....	104.46%	1994.....	101.98%
1975.....	106.68%	1985.....	104.21%	1995.....	101.74%
1976.....	106.44%	1986.....	103.96%	1996.....	101.49%
1977.....	106.19%	1987.....	103.72%	1997.....	101.24%
1978.....	105.94%	1988.....	103.47%	1998.....	100.99%
1979.....	105.69%	1989.....	103.22%	1999.....	100.75%
1980.....	105.45%	1990.....	102.97%	2000.....	100.50%
1981.....	105.20%	1991.....	102.73%	2001.....	100.25%
1982.....	104.95%	1992.....	102.48%	2002.....	100.00%

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirtieth Series shall be redeemed prior to October 1, 1977, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Thirtieth Series through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (calculated in accordance with acceptable financial practices) of less than 7.8609% per annum.

(II) Bonds of the Thirtieth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39, Section 64 or Section 87 of the Mortgage or with the Proceeds of Released Property, at the Special Redemption Price of 100% of the principal amount of the bonds to be redeemed, in each case, together with accrued interest to the date fixed for redemption:

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GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending September 30,

1973.....	107.18%	1983.....	104.70%	1993.....	102.23%
1974.....	106.93%	1984.....	104.46%	1994.....	101.98%
1975.....	106.68%	1985.....	104.21%	1995.....	101.74%
1976.....	106.44%	1986.....	103.96%	1996.....	101.49%
1977.....	106.19%	1987.....	103.72%	1997.....	101.24%
1978.....	105.94%	1988.....	103.47%	1998.....	100.99%
1979.....	105.69%	1989.....	103.22%	1999.....	100.75%
1980.....	105.45%	1990.....	102.97%	2000.....	100.50%
1981.....	105.20%	1991.....	102.73%	2001.....	100.25%
1982.....	104.95%	1992.....	102.48%	2002.....	100.00%

in each case, together with accrued interest to the date fixed for redemption; provided, however, that none of the bonds of the Thirtieth Series shall be redeemed prior to October 1, 1977, if such redemption is for the purpose, or in anticipation, of refunding such bond of the Thirtieth Series through the use, directly or indirectly, of funds borrowed by the Company at an effective interest cost to the Company (calculated in accordance with acceptable financial practices) of less than 7.8609% per annum.

(II) Bonds of the Thirtieth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39, Section 64 or Section 87 of the Mortgage or with the Proceeds of Released Property, at the Special Redemption Price of 100% of the principal amount of the bonds to be redeemed, in each case, together with accrued interest to the date fixed for redemption.

ent date (except that in case provided for herein on a date the Thirtieth Series and prior rest on such redeemed bonds fixed for redemption thereof bonds for redemption in ac- (emption) notwithstanding the transfer or exchange thereof the Thirtieth Series and prior pt if, and to the extent that, yment of the interest due on n case such defaulted interest ose names outstanding bonds red on the day immediately such defaulted interest. Any pon any transfer or exchange the Thirtieth Series for any such interest payment date est payment date. The term as used with respect to any fifteen day of the calendar payment date."

o establish, at any time, by e Company a form of coupon the Thirtieth Series and to on bonds with the bonds of a fully registered form and uch purpose.

hall be redeemable either at to the requirements of the y time, or in part from time s provided in Section 52 of ys prior to the date fixed for emption Prices, expressed in bonds to be redeemed:

(III) At the option of the registered owner, any bonds of the Thirtieth Series, upon surrender thereof, for cancellation, at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

Bonds of the Thirtieth Series shall be transferable, upon the surrender thereof, for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Thirtieth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Thirtieth Series.

After the execution and delivery of this Twenty-fifth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated that there shall be an initial issue of bonds of the Thirtieth Series for the aggregate principal amount of Thirty Million Dollars (\$30,000,000).

ARTICLE II.

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

SECTION 2. Subsection (I) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by substituting “, Twenty-ninth or Thirtieth” for “or Twenty-ninth” and by substituting “, Twenty-ninth and Thirtieth” for “and Twenty-ninth” each time such words appear in said Section 39.

Subsection (III) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by inserting the words “Thirtieth Series,” before the words “Twenty-ninth Series”.

Clauses (d) and (e) of subsection (II) of Section 4 of the Mortgage, as heretofore amended, are hereby further amended by inserting the words “Thirtieth Series,” before the words “Twenty-ninth Series” each time such words appear therein.

Clause (6) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting “Thirtieth,” before “Twenty-ninth”.

Clause (e) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting “Thirtieth,” before “Twenty-ninth”.

Section 29 of the Mortgage, as heretofore amended, is hereby further amended by inserting “Thirtieth,” before “Twenty-ninth” each time such word appears therein.

ARTICLE III.

Miscellaneous Provisions.

SECTION 3. Subject to the amendments provided for in this Twenty-fifth Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Twenty-fifth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 4. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twenty-fifth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVII of the Mortgage shall apply to and form part of this Twenty-fifth Supplemental Indenture

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registered owner, any bonds of the
er thereof, for cancellation, at the
y in the Borough of Manhattan, The
ngeable for a like aggregate principal
ies of other authorized denominations.

ries shall be transferable, upon the
ion, together with a written instru-
red by the registrar duly executed by
uly authorized attorney, at the office
ne Borough of Manhattan, The City
sfer or exchange of bonds of the
may make a charge therefor suffi-
ax or taxes or other governmental
2 of the Mortgage, but the Company
a charge in addition thereto for any
the Thirtieth Series.

very of this Twenty-fifth Supplemen-
e with the applicable provisions of the
contemplated that there shall be an
ieth Series for the aggregate princi-
ars (\$30,000,000).

ARTICLE II.

Section 39—Other Related Provisions Dividend Covenant.

Section 39 of the Mortgage, as here-
amended by substituting "Twenty-
twenty-ninth" and by substituting
for "and Twenty-ninth" each time
39.

39 of the Mortgage, as heretofore
ed by inserting the words "Thirtieth
y-ninth Series".

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Clauses (d) and (e) of subsection (II) of Section 4 of the Mort-
gage, as heretofore amended, are hereby further amended by inserting
the words "Thirtieth Series," before the words "Twenty-ninth Series"
each time such words appear therein.

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

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

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

ARTICLE III.

Miscellaneous Provisions.

SECTION 3. Subject to the amendments provided for in this
Twenty-fifth Supplemental Indenture, the terms defined in the Mort-
gage, as heretofore amended, shall, for all purposes of this Twenty-
fifth Supplemental Indenture, have the meanings specified in the Mort-
gage, as heretofore amended.

SECTION 4. The Trustees hereby accept the trusts hereby declared,
provided, created or supplemented, and agree to perform the same
upon the terms and conditions herein and in the Mortgage, as hereto-
fore supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for
or in respect of the validity or sufficiency of this Twenty-fifth Supple-
mental Indenture or for or in respect of the recitals contained herein,
all of which recitals are made by the Company solely. Each and every
term and condition contained in Article XVII of the Mortgage shall
apply to and form part of this Twenty-fifth Supplemental Indenture

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with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Twenty-fifth Supplemental Indenture.

SECTION 5. Whenever in this Twenty-fifth Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Twenty-fifth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 6. Nothing in this Twenty-fifth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Twenty-fifth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twenty-fifth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 7. This Twenty-fifth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Pacific Power & Light Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries for and in its behalf, in The City of New York, the 17th day of October, 1972, as of October 1, 1972, 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

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its Vice Presidents or one of its Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. E. SPARROW, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, all in The City of New York, the 17th day of October, 1972, as of October 1, 1972.

[CORPORATE SEAL]

PACIFIC POWER & LIGHT COMPANY,

By *John H. Davis*
Vice President.

Attest: *Herb D. River*
Assistant Secretary.

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

[Signature]
[Signature]

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

[CORPORATE SEAL]

By *[Signature]*
Trust Officer.

Attest: *[Signature]*
Assistant Secretary.

Executed, sealed and delivered by Morgan Guaranty Trust Company of New York and R. E. SPARROW in the presence of:

M. X. Nelson
[Signature]

R. E. Sparrow (L.S.)
R. E. Sparrow

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its Vice Presidents or one of its Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. E. SPARROW, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, all in The City of New York, the 17th day of October, 1972, as of October 1, 1972.

[CORPORATE SEAL]

PACIFIC POWER & LIGHT COMPANY,

By *John H. Lewis*
Vice President.

Attest: *Geo. D. Rivers*
Assistant Secretary.

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

[Signature]
[Signature]



[CORPORATE SEAL]

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

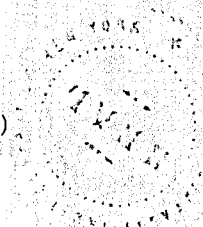
By *[Signature]*
Trust Officer.

Attest: *[Signature]*
Assistant Secretary.

Executed, sealed and delivered by Morgan
Guaranty Trust Company of New York
and R. E. SPARROW in the presence of:

M. L. Nelson
[Signature]

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



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

October 17, A. D. 1972.

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

On this 17th day of October, 1972, before me personally appeared JOHN H. GEIGER, to me known to be a Vice President of PACIFIC POWER & LIGHT COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On this 17th day of October, in the year 1972, before me, HARRY A. GENZALE, JR., a Notary Public in and for the State of New York, personally appeared JOHN H. GEIGER, known to me to be a Vice President of PACIFIC POWER & LIGHT COMPANY, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

On this 17th day of October, 1972, before me appeared JOHN H. GEIGER, to me personally known, who, being by me duly sworn, did say that he is a Vice President of PACIFIC POWER & LIGHT COMPANY, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said JOHN H. GEIGER acknowledged said instrument to be the free act and deed of said Corporation.

On this 17th day of October, in the year One Thousand Nine Hundred Seventy-two, before me, HARRY A. GENZALE, JR., a Notary Public in and for the said State of New York, personally appeared JOHN H. GEIGER, known to me to be a Vice President, and GEORGE D. RIVES, known to me to be an Assistant Secretary of PACIFIC POWER & LIGHT COMPANY, a Maine corporation, one of the corporations that executed the within instrument, and acknowledged to me that such corporation executed the same.

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

Harry A. Genzale, Jr.
HARRY A. GENZALE, JR.
Notary Public, State of New York
No. 24-6189135 Kings County
Certificate filed in New York County
Term Expires March 30, 1974

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

October 17, A. D. 1972.

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

On the 17th day of October, 1972, before me personally appeared D. G. HOPE, to me known to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On this 17th day of October, in the year 1972, before me, LORRAINE FOWLER, a Notary Public in and for the State of New York, personally appeared D. G. HOPE, known to me to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

On the 17th day of October, 1972, before me appeared D. G. HOPE, to me personally known, who, being by me duly sworn, did say that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said D. G. HOPE acknowledged said instrument to be the free act and deed of said Corporation.

On this 17th day of October, in the year One Thousand Nine Hundred Seventy-two, before me, LORRAINE FOWLER, a Notary Public in and for the said State of New York, personally appeared D. G. HOPE, known to me to be a Trust Officer, and M. J. THOMPSON, 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.

Lorraine Fowler
LORRAINE FOWLER
Notary Public, State of New York
No. 24-6368100
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1974

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

October 17, A. D. 1972.

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

On the 17th day of October, 1972, before me personally appeared D. G. HOPE, to me known to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On this 17th day of October, in the year 1972, before me, LORRAINE FOWLER, a Notary Public in and for the State of New York, personally appeared D. G. HOPE, known to me to be a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

On the 17th day of October, 1972, before me appeared D. G. HOPE, to me personally known, who, being by me duly sworn, did say that he is a Trust Officer of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, and that the seal affixed to said instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and said D. G. HOPE acknowledged said instrument to be the free act and deed of said Corporation.

On this 17th day of October, in the year One Thousand Nine Hundred Seventy-two, before me, LORRAINE FOWLER, a Notary Public in and for the said State of New York, personally appeared D. G. HOPE, known to me to be a Trust Officer, and M. J. THOMPSON, 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.

Lorraine Fowler
LORRAINE FOWLER
Notary Public, State of New York
No. 24-6368100
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1974

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 17th day of October, 1972, before me personally appeared JOHN H. GEIGER, 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 17th day of October, in the year 1972, before me, LORRAINE FOWLER, a Notary Public in and for the State of New York, personally appeared JOHN H. GEIGER, 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 17th day of October, 1972, before me appeared JOHN H. GEIGER, to me personally known, who, being by me duly sworn, did say that he is a Vice President of 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 JOHN H. GEIGER acknowledged said instrument to be the free act and deed of said Corporation.

On this 17th day of October, in the year One Thousand Nine Hundred Seventy-two, before me, LORRAINE FOWLER, a Notary Public in and for the said State of New York, personally appeared JOHN H. GEIGER, known to me to be a Vice President, and M. J. THOMPSON, 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.

Harry A. Genzale, Jr.
HARRY A. GENZALE, JR.
Notary Public, State of New York
No. 24-6458135
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1974

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22

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

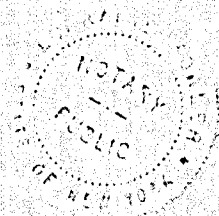
October 17, A. D. 1972.

Before me personally appeared the above-named R. E. SPARROW, and acknowledged the foregoing instrument to be his voluntary act and deed.

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

On this 17th day of October, in the year 1972, before me, LORRAINE FOWLER, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, to me known and known to me to be the person described in and who executed the within and foregoing instrument, and whose name is subscribed thereto, and acknowledged to me that he executed the same as his free act and deed.

Given under my hand and official seal this 17th day of October, 1972.



Lorraine Fowler
LORRAINE FOWLER
Notary Public, State of New York
No. 24-6368100
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1974

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

JOHN H. GEIGER, being duly sworn, deposes and says that he is Vice President of PACIFIC POWER & LIGHT COMPANY, the Mortgage named in the foregoing instrument, and makes this affidavit for on its behalf; that this Twenty-fifth Supplemental Indenture is made in good faith, and without any design to hinder, delay, or defraud creditors.

John H. Geiger
JOHN H. GEIGER

Subscribed and sworn to before me }
this 17th day of October, 1972.

Harry A. Genzale, Jr.
HARRY A. GENZALE, JR.
Notary Public, State of New York
No. 24-6488135 Kings County
Certificate filed in New York County
Term Expires March 30, 1974

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
Rives, Bonyhadi & Hall
on this 1st day of November
at 9:40 o'clock
recorded in Vol. M 72 of
Page 12596

WM. D. MILNE, Co.
By *Harold Rives*
Fee \$ 30.00

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23

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

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

John H. Geiger
JOHN H. GEIGER

Subscribed and sworn to before me }
this 17th day of October, 1972.

Harry A. Genzale, Jr.
HARRY A. GENZALE, JR.
Notary Public, State of New York
No. 24-6488135 Kings County
Certificate filed in New York County
Term Expires March 30, 1974



med R. E. SPARROW,
his voluntary act and

R. E. SPARROW, to me
executed the within
he signed the same
uses and purposes

before me, LORRAINE
New York, personally
to me to be the person
oregoing instrument,
yldged to me that he

17th day of October,

Lorraine Fowler
LAINE FOWLER
No. 24-6368100
in Kings County
ed in New York County
Expires March 30, 1974

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
Rives, Bonyhadi & Hall

on this 1st day of November A. D., 19 72
at 9:40 o'clock A. M. and duly
recorded in Vol. M 72 of MORTGAGES
Page 12596

WM. D. MILNE, County Clerk

Fee \$ 30.00 By *Amel K. Hajil* Deputy.