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CALIFORNIA-PACIFIC UTILITIES COMPANY
to
BANK OF AMERICA
NATIONAL TRUST AND SAVINGS ASSOCIATION
and
M. J. BARRETT
Trustees

Twenty-Second Supplemental Indenture

Dated as of January 1, 1975.

Supplementing and Modifying First Mortgage Indenture
Dated as of July 1, 1944

THIS IS A CHATTEL MORTGAGE AS WELL AS A MORTGAGE UPON
REAL ESTATE AND OTHER PROPERTY.

THIS IS A SECURITY AGREEMENT AND A CHATTEL MORTGAGE AS WELL
AS A MORTGAGE UPON REAL ESTATE AND OTHER PROPERTY.

THIS TWENTY-SECOND SUPPLEMENTAL INDENTURE, dated for convenience as of January 1, 1975, although executed and delivered at a different date, between California-Pacific Utilities Company (formerly known as Southern Oregon Gas Corporation, successor by statutory merger to Needles Gas and Electric Company, a California corporation, Weaverville Electric Company, a California corporation, California Utilities Company, a California corporation, and Southern Utah Power Company, a Utah corporation), a corporation duly organized and existing under and by virtue of the laws of the State of California (hereinafter called the "Company"), party of the first part, and Bank of America National Trust and Savings Association, a national banking association duly organized and existing under and by virtue of the laws of the United States (hereinafter called the "Trustee" or the "Corporate Trustee"), and M. J. Barrett, of Santa Clara County, California (hereinafter called "Co-Trustee" or "individual Trustee"—the Corporate Trustee and individual Trustee being hereinafter sometimes collectively called the "Trustees"), parties of the second part;

WHEREAS, the Company heretofore duly executed and delivered to Bank of America National Trust and Savings Association and William C. Koenig, as Trustees, its First Mortgage Indenture, dated as of July 1, 1944, covering all property then owned or thereafter acquired by the Company (other than certain property therein expressly excepted and excluded from the lien and operation thereof) for the purpose, among other things, of securing an authorized issue of bonds of the Company generally known as First Mortgage Bonds issuable thereunder in one or more series (said First Mortgage Indenture, dated as of July 1, 1944, being hereinafter called the "Original Indenture" and such bonds of the Company issued thereunder being hereinafter called the "Bonds");

WHEREAS, on May 1, 1970, William W. Bertram (successor to William C. Koenig as Co-Trustee under the Original Indenture), resigned, and the Company and Bank of America National Trust and Savings Association, Trustee, in accordance with the provisions

of § 15.20 of the Original Indenture, accepted such resignation and appointed M. J. Barrett as successor Co-Trustee thereunder, and M. J. Barrett is now the qualified and acting Co-Trustee thereunder; and

WHEREAS, pursuant to and in conformity with the terms and conditions of the Original Indenture and with the consent of the holders of more than seventy-five percent (75%) of the principal amount of the Bonds then outstanding under the Original Indenture given by instruments in writing in a form approved by the Trustee and signed by such holders and filed with the Trustee, the Company and the Trustees heretofore executed a First Supplemental Indenture, dated as of June 15, 1946, a Second Supplemental Indenture, dated as of August 1, 1946, and a Fourth Supplemental Indenture, dated as of May 1, 1950, supplementing and modifying the Original Indenture; and pursuant to and in conformity with the terms and conditions of the Original Indenture, the Company and the Trustees heretofore executed a Third Supplemental Indenture, dated as of July 1, 1948, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series C, 3½%, due July 1, 1978", a Fifth Supplemental Indenture, dated as of July 1, 1950, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series D, 3½%, due July 1, 1980", a Sixth Supplemental Indenture dated as of March 1, 1954, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series E, 4%, due January 1, 1984", a Seventh Supplemental Indenture, dated as of April 1, 1956, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series F, 3½%, due April 1, 1986", an Eighth Supplemental Indenture, dated as of May 1, 1958, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series G, 4%, due May 1, 1986", a Ninth Supplemental Indenture, also dated as of May 1, 1958, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series H, 4½%, due May 1, 1986", a Tenth Supplemental Indenture, dated as of May 1, 1961, prescribing the form or forms of a new series of

Bonds of the Company to be designated "First Mortgage Bonds, Series I, 5%, due May 1, 1991", an Eleventh Supplemental Indenture, dated as of September 1, 1962, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series J, 4 $\frac{7}{8}$ %, due September 1, 1992", a Twelfth Supplemental Indenture, dated as of April 1, 1964, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series K, 4.65%, due April 1, 1994", a Thirteenth Supplemental Indenture, dated as of March 1, 1966, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series L, 5.15%, due March 1, 1996", a Fourteenth Supplemental Indenture, dated as of March 1, 1967, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series M, 6 $\frac{3}{8}$ %, due March 1, 1997", a Fifteenth Supplemental Indenture, dated as of November 1, 1967, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series N, 6 $\frac{1}{2}$ %, due November 1, 1997", a Sixteenth Supplemental Indenture, dated as of March 1, 1969, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series O, 7 $\frac{1}{2}$ %, due March 1, 1999", a Seventeenth Supplemental Indenture, dated as of June 1, 1970, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series P, 9 $\frac{3}{4}$ %, due June 1, 2000", an Eighteenth Supplemental Indenture, dated as of January 1, 1971, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series Q, 6 $\frac{1}{8}$ %, due December 31, 1985", a Nineteenth Supplemental Indenture, dated as of September 1, 1971, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series R, 8 $\frac{3}{4}$ %, due September 1, 1995", a Twentieth Supplemental Indenture, dated as of April 1, 1972, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series S, 8%, due April 1, 2002", and a Twenty-First Supplemental Indenture, dated as of April 1, 1973, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage

Bonds, Series T, 7.95%, due April 1, 2003" (which Original Indenture, as supplemented and modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth, Nineteenth, Twentieth and Twenty-First Supplemental Indentures, is hereinafter called the "Mortgage"); and

WHEREAS, there are now issued and outstanding under the Original Indenture \$36,820,160 principal amount of First Mortgage Bonds of the Company, consisting of \$750,000 Series C Bonds, 3½%, due July 1, 1978, \$975,000 Series D Bonds, 3¼%, due July 1, 1980, \$2,000,000 Series E Bonds, 4%, due January 1, 1984, \$1,500,000 Series F Bonds, 3½%, due April 1, 1986, \$1,128,000 Series G Bonds, 4%, due May 1, 1986, \$1,305,000 Series H Bonds, 4¾%, due May 1, 1986, \$2,000,000 Series I Bonds, 5%, due May 1, 1991, \$2,000,000 Series J Bonds, 4¾%, due September 1, 1992, \$2,000,000 Series K Bonds, 4.65%, due April 1, 1994, \$3,000,000 Series L Bonds, 5.15%, due March 1, 1996, \$3,000,000 Series M Bonds, 6¾%, due March 1, 1997, \$3,000,000 Series N Bonds, 6½%, due November 1, 1997, \$1,500,000 Series O Bonds, 7½%, due March 1, 1999, \$3,000,000 Series P Bonds, 9¾%, due June 1, 2000, \$662,160 Series Q Bonds, 6¼%, due December 31, 1985, \$3,000,000 Series R Bonds, 8¾%, due September 1, 1995, \$3,000,000 Series S Bonds, 8%, due April 1, 2002, and \$3,000,000 Series T Bonds, 7.95%, due April 1, 2003; and

WHEREAS, pursuant to, and in conformity with, the terms and conditions of the Original Indenture the holders of more than seventy-five percent (75%) of the principal amount of the Bonds outstanding under the Original Indenture have consented, by an instrument or instruments in writing in a form approved by the Trustees and signed by such holders and filed with the Trustee, to the modifications and alterations of the Original Indenture hereinafter specified and have authorized the execution of this Twenty-Second Supplemental Indenture by the Trustees; and

WHEREAS, all acts and proceedings required by law and by the Articles of Incorporation and By-Laws of the Company, including all actions requisite on the part of the stockholders, directors and officers necessary to constitute this Twenty-Second Supplemental Indenture a valid, binding and legal instrument for the security of

the Bonds in accordance with their, and its, terms, have been done and performed; and the execution and delivery of this Twenty-Second Supplemental Indenture has been duly authorized by all requisite governmental authorities having jurisdiction in the premises and in all other respects;

NOW, THEREFORE, THIS TWENTY-SECOND SUPPLEMENTAL INDENTURE WITNESSETH:

That the Original Indenture is hereby modified by the following provisions which shall control any provision of the Original Indenture in conflict herewith, and shall be binding upon the Company, the Trustees, and the holders of all bonds, issued under the Original Indenture:

ARTICLE I

Clause B of Paragraph 1 of Part II of the Granting Clauses of the Original Indenture and of each of the Second Supplemental Indenture, Third Supplemental Indenture, and Fifth through Twenty-First Supplemental Indentures is hereby amended to read as follows:

"B. Materials, supplies, appliances, goods, merchandise and equipment purchased or acquired for the purpose of sale or resale in the ordinary course of business or for the purpose of supplying liquefied petroleum gas through tanks located on or about customers' premises in such manner as not to constitute public utility gas distribution service under applicable law or for the purpose of consumption in the operation or repair of any of the properties of the Company; and"

ARTICLE II

The first paragraph of Section 1.01(p) of the Original Indenture is hereby amended to read as follows:

"(p) the term 'public utility property' shall mean any property (including franchises, permits and any similar rights) now owned or hereafter acquired by the Company situate within the States of Arizona, Arkansas, California, Colorado, Idaho, Iowa, Kansas, Louisiana, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, and/or Wyoming, which is used or useful to it in the business of furnishing electricity,

water or gas, or telephone service (except as provided below) or in any other business which is incidental thereto or is operated in connection therewith, including (without limiting the generality of the foregoing) all properties necessary or appropriate for purchasing, storing, generating, manufacturing, utilizing, transmitting, supplying, distributing and/or disposing of all or any part of the foregoing; provided that such property shall be property which the Company, under its charter and the laws of the state or states wherein such property shall be situated, shall be lawfully authorized to own and use in the business in connection with which such property is used or to be used by it."

ARTICLE III

The second full paragraph of Section 5.04 of the Original Indenture, as amended by Article II of the Fourth Supplemental Indenture, is further amended to read as follows:

"That it will not acquire any public utility properties situate in any states other than the States of Arizona, Arkansas, California, Colorado, Idaho, Iowa, Kansas, Louisiana, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington and/or Wyoming."

ARTICLE IV

The amendment set forth in Article I confirms the existing interpretation of the Original Indenture and the adoption of such amendment shall not create any implication that the Original Indenture would have been otherwise interpreted in the absence of such amendment.

ARTICLE V

This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture and shall form a part thereof and, except as modified and altered by the First Supplemental Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture and by this Twenty-Second Supplemental Indenture, the Original Indenture is hereby confirmed.

All terms used in this Twenty-Second Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture, except terms which may be otherwise expressly defined herein and in cases where the context clearly indicates otherwise.

In order to facilitate the filing of this Twenty-Second Supplemental Indenture, the same may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall be deemed to be one and the same instrument.

ARTICLE VI

Nothing herein contained shall be deemed or construed to authorize or permit any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustees, to the Company, or to the Bondholders under any provision of the Mortgage or of the Bonds issued thereunder which would be in conflict with the Trust Indenture Act of 1939 as now in effect. If and to the extent any provision of this Twenty-Second Supplemental Indenture limits, qualifies or conflicts with any provision of the Mortgage required to be included therein by any of Sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

ARTICLE VII

All recitals herein, except the recitals with respect to the filing with the Trustee of written consents of the Bondholders to the execution of the First Supplemental Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture and this Twenty-Second Supplemental Indenture, are made by the Company only and not by the Trustees and none of the provisions hereof shall be construed as to change or modify any of the rights, immunities or obligations of the Trustees without their written assent thereto.

ARTICLE VIII

Although this Twenty-Second Supplemental Indenture is dated for convenience and for the purpose of reference as of January 1, 1975, the actual date or dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgments hereto attached.

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IN WITNESS WHEREOF, California-Pacific Utilities Company has caused this Twenty-Second Supplemental Indenture to be signed in its corporate name, by its President or Vice President, and its corporate seal to be hereunto affixed, and attested by its Secretary or an Assistant Secretary, and Bank of America National Trust and Savings Association, in token of its acceptance of the trusts hereby created, has caused this Indenture to be signed in its corporate name by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and M. J. Barrett, in token of his acceptance of the trusts herein created has hereunto set his hand and seal, all as of the day and year first hereinabove written.

CALIFORNIA-PACIFIC UTILITIES COMPANY

By *Rou Shikma*
President

(Corporate Seal)

Attest:

Hamilton Boyd
Secretary

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION

By *J. H. Holm*
J. H. HOLM Trust Officer

(Corporate Seal)

Attest:

Howard W. Prosser
Assistant Secretary
HOWARD W. PROSSER

M. J. Barrett
M. J. Barrett

627.

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STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } ss.

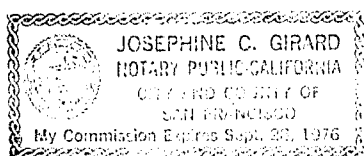
On this 31st day of January, in the year 1975, before me, Josephine C. Girard, a Notary Public in and for said State of California, residing therein, duly commissioned and sworn, personally appeared Ross Workman, known to me to be the President of California-Pacific Utilities Company, one of the corporations that executed the within instrument, and Hamilton Rogers, Jr., known to me to be the Secretary of said corporation, and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.

Josephine C. Girard
Notary Public
in and for the State of California

My commission expires 9-28-76

(Notarial Seal)



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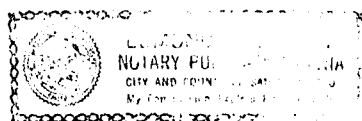
STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO } SS.

On this 31st day of January, in the year 1975, before me, Howard W. Prosser Notary Public in and for said State of California, residing therein, duly commissioned and sworn, personally appeared J. H. HOLM, known to me to be a Trust Officer of Bank of America National Trust and Savings Association, one of the corporations that executed the within instrument, and HOWARD W. PROSSER, known to me to be an Assistant Secretary of said corporation, and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.

Howard W. Prosser
Notary Public
in and for the State of California
My commission expires 1/31/76

(Notarial Seal)



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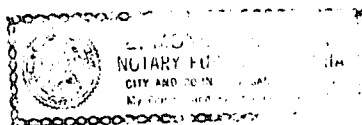
STATE OF CALIFORNIA }
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 30 day of January, in the year 1975, before me
[Signature] Notary Public in and for the State of
California, residing therein, duly commissioned and sworn, per-
sonally appeared M. J. Barrett, known to me to be the person whose
name is subscribed to the within instrument, and acknowledged to
me that he executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and
affixed my official seal at my office in said City and County of San
Francisco, the day and year in this certificate first above written.

[Signature]
Notary Public
in and for the State of California
My commission expires 1/31/76

(Notarial Seal)



Rev. Bank of America
Box 37000
San Francisco Calif
94137

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
BANK OF AMERICA
on this 5th day of June A. D., 1975
at 12:30 o'clock P M. and duly
recorded in Vol. M 75 of MORTGAGES
Page 6263

WM. D. MILNE, County Clerk
By [Signature] Deputy.
Fee 4.00