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Counterpart No.　33

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

Thirtieth Supplemental Indenture

Dated as of July 1, 1976

11476

THIRTIETH SUPPLEMENTAL INDENTURE

S INDENTURE, dated as of the first day of July, 1976, made and
into by and between PACIFIC POWER & LIGHT COMPANY, a
on of the State of Maine, whose post office address is Public Service
Portland, Oregon 97204 (hereinafter sometimes called the Com-
arty of the first part, and MORGAN GUARANTY TRUST COMPANY OF
ORK (formerly Guaranty Trust Company of New York), a corpo-
the State of New York, whose post office address is 23 Wall Street,
ork, N. Y. 10015 (hereinafter sometimes called the Corporate
, and R. E. Sparrow (successor to Wesley L. Baker and Oliver R.
whose post office address is 496 Dorchester Road, Ridgewood,
rsey 07450 (hereinafter sometimes called the Co-Trustee), parties of
nd part (the Corporate Trustee and the Co-Trustee being here-
together sometimes called the Trustees), as Trustees under the
ge and Deed of Trust, dated as of July 1, 1947 (hereinafter called the
ge), executed and delivered by Pacific Power & Light Company to
he payment of bonds issued or to be issued under and in accordance
he provisions of the Mortgage, this indenture (hereinafter called
th Supplemental Indenture) being supplemental thereto.

HEREAS the Mortgage was or is to be recorded in various counties in
tes of California, Idaho, Montana, Oregon, Utah, Washington and
ing, which counties include or will include all counties in which this
th Supplemental Indenture is to be recorded; and

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

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WHEREAS the Company executed and delivered to the Trustees its Supplemental Indentures as follows:

	Dated as of		Dated as of
First	April 1, 1950	Sixteenth	August 1, 1963
Second	March 1, 1952	Seventeenth	October 1, 1964
Third	September 1, 1952	Eighteenth	October 1, 1965
Fourth	April 1, 1954	Nineteenth	December 15, 1967
Fifth	August 1, 1954	Twentieth	May 1, 1969
Sixth	October 1, 1955	Twenty-first	November 1, 1969
Seventh	January 1, 1957	Twenty-second	July 1, 1970
Eighth	September 1, 1957	Twenty-third	February 1, 1971
Ninth	January 1, 1958	Twenty-fourth	October 1, 1971
Tenth	July 1, 1958	Twenty-fifth	October 1, 1972
Eleventh	September 1, 1960	Twenty-sixth	January 1, 1974
Twelfth	June 22, 1961	Twenty-seventh	October 1, 1974
Thirteenth	April 1, 1962	Twenty-eighth	May 1, 1975
Fourteenth	December 1, 1962	Twenty-ninth	January 1, 1976;
Fifteenth	April 1, 1963		

and

WHEREAS the First through Twenty-eighth 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 Thirtieth Supplemental Indenture is to be recorded; and

WHEREAS the Twenty-ninth 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: