CALIFORNIA

	Real Property Mortgage Records Cor
County	erpart Page Co
County Recorded No	
Del Norte 2-27-76 1	0 m. N. 198 192 193 194 198
Modoc 3-2-76	1323
Shasta 2-27-76	750 855
Siskiyou 2-27-76 1	174 870

*Executed Counterpart No. 15 was filed as a Financing Statement in the office of the Secretary of State of the State of California on February 27, 1976 and was assigned Uniform Commercial Code No. 76 025 797. California Commercial Code Section 9401(5), exempts mortgages and deeds of trust of utilities from the general filing requirements of the Uniform Commercial Code and provides for a single filing thereof with the Secretary of State.

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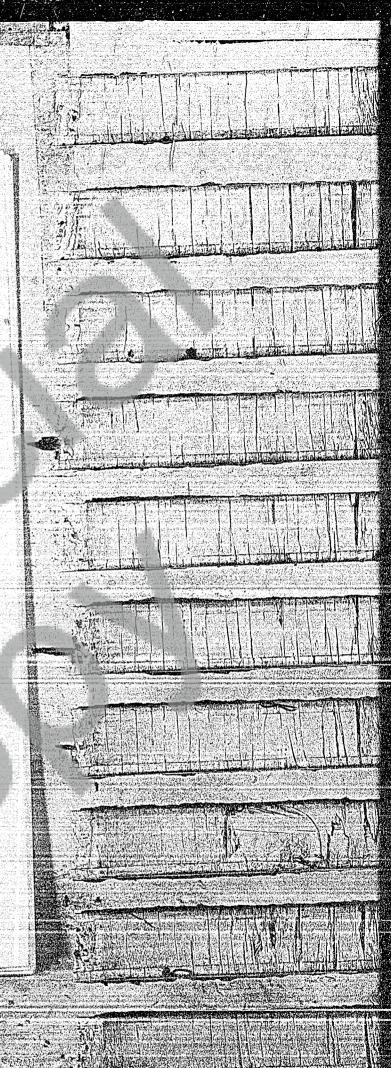
					Mort	gage Records	Uniform Commercial
	A Canada		Date Recorde	d Counter		Page	Code No. *
arian Santa Santa	County Sannock		2-27-7	- 16 10	5 21	86 Doc. No 55073	
	Andreas and Color	en anemarine en e	2-27-	76 1	7 Microfil	lm No. 10752	8
45	Bear La Bonner		2-26- 3-11-	76 !	8 9 Instrume		
	Franklit Power	1	2-27-		0 Drawe	r 3 Instrument No. 10760	12

* Executed Counterpart No. 21 was filed as a Financing Statement in the office of the Secretary of State of the State of Idaho on February 27, 1976 and was assigned. Uniform Commercial Code No. A-63056. Section 28-9-302(5), Idaho Code, 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.

MONTANA

	SAL PRAIL	Keal Mortgi	age Records	Uniform Commercial
		nterpart Book	Page	Code No. *
County	Recorded .	11 1/15	221	
Big Horn	2-27-76	22 74	707	
Carbon	2-27-76 2-27-76	23 593		
Flathead	2-27-76	25 Microfile		
Lake	2-27-76	26 34 1093	217	
Vellowstone				who office of th

* Executed Counterpart No. 28 was filed as a Financing Statement in the office of the Secretary of State of the State of Montana on February 27, 1976 and was assigned Uniform Commercial Code No. 60505-A. Section 87A-9-302.2(a) of the Revised Code of Montana 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.



UTAH

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	r.	oun		. 15%		2	I	lec	ord	ea			189				177	7	W			
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* Executed Counterpart No. 60 was filed as a Finance Secretary of State of the State of Utah, on February Uniform Commercial Code No. 521358. Title 704 Commercial Code exempts mortgages and deeds filing requirements and provides for a single filing to

WASHINGTON

Complete Name		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Date Recorded	Counterpart Nos.	Book
Philips Transport of Table		
		Micro
2-26-76		IVIICIO
2-26-76	63	ay al-
	64	go calmasadi
	65	Drawer
	66	
	67	
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2-26-76	องโดยสิตร์ เป็นได้เดิดได้ เป็นสำคัญ โดยเกิด	
2-26-76	73	Harris Town
	74	
	75	
	76	
2-20-10	rayara ya wa a Mayar	2015 A.M. 2015
		Recorded Nos. 2-27-76 61 2-26-76 62 2-26-76 63 2-26-76 64 2-26-76 65 2-26-76 67 2-26-76 67 2-26-76 68 3-1-76 69 2-26-76 70 2-26-76 71 2-26-76 72 2-26-76 73 2-26-76 74 2-26-76 75

* Executed Counterpart No. 77 was filed as a Final Secretary of State of the State of Washington on Uniform Commercial Code No. 0341009. Revise 302 exempts mortgages and deeds of trust of util of the Uniform Commercial Code and provide Secretary of State.

OREGON

		Counterpart Nos.	Real Pro Mortgage	Uniform	
County	Date Recorded		<u>Book</u>	Page	Code No.*
Benton	3-1-76	29 *	M-63487		
Clatsop	3-1-76	30	425	89	alaria da Maria da Arriga. Den Sentis da Arres
Columbia	3-1-76	31	136	620	
Coos	3-1-76	32	Microfilm	76-3-3664	aspendate (table)
Crook	2-26-76	33	MF	34351	is the figure of the control of the first of
Deschutes	3-1-76	34	209	26	: Pray Balan
Douglas	3-3-76	35	593	600	CANAC NA
Gilliam	3-1-76	36	16	14	
Hood River	3-1-76	37	Microfilm	No. 760347	
Jackson	3-1-76	38	Document	No. 76-03123	
Jefferson	3-1-76	39	46	104	
	3-3-76	40	210	596	
Josephine	3-2-76	41	M76	2911	
Klamath	3-1-76	42	65	481	Barry Land
Lake	3-1-76	43	Reel 784R	No. 7609578	
Lane	3-2-76	44	62	1790	
Lincoln	3-1-76	45	MF128	492	
Linn	3-1-76	46	Reel 38	04	
Marion	3-4-76	47	Microfilm	9246	
Morrow	3-1-76	48	1090	283	
Multnomah	3-4-76	49	84	94	and the property of
Polk	3-1-76	50	2	831	resident Military
Sherman	3-1-76	51	244	101	
Tillamook		51 52 ⊔	Ř-I-	15	
Umatilla	3-3-76	53	Microfilm	No. 60160	1945 Maria (1966) Kalangan Jawa (1966)
Union	2-27-76	Security of the second of the	76	79	
Wallowa	2-26-76	54 55	Microfilm	No. 76-0516	er Privile
Wasco	3-1-76	56	1070	936	
Washington	3-1-76		10.70		

Executed Counterpart No. 57 was filed on March 10, 1976 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.

* Executed Counterpart No. 58 was filed as a Financing Statement in the office of the Secretary of State of the State of Oregon on February 27, 1976 and was assigned Uniform Commercial Code No. D38057. 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.

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UTAH

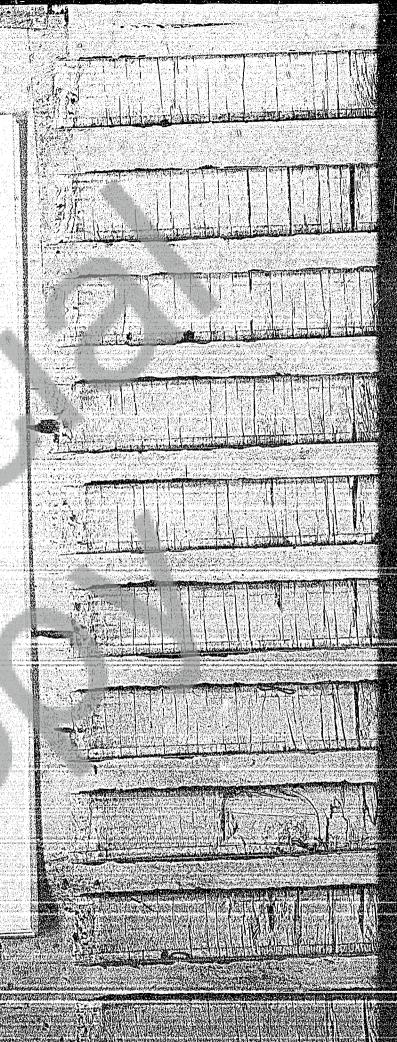
			1, 123, 123					Mortogo	e Records		Uniform
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3	V .			Date	1,24,640,000,000	nterpart		Book	Page	В	Code No.*
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	- 30 7.75	4.44				60	radical dise	26	350	5	uli jaki siyaya
	Dagg	ett	awa naja ya ya ya Wasa Pandaria	3-1-76	D to the	29			and product and a second control of the seco	en german and en	er gestepher transformation. Company of the 2012

* Executed Counterpart No. 60 was filed as a Financing Statement in the office of the Secretary of State of the State of Utah, on February 27, 1976 and was assigned Uniform Commercial Code No. 521358. 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

	사용 (1985년) 전 1일 전 1			Real Property Mortgage Records				
County	Date Recorded	Counterpart Nos.	Book	Page	Commercial Code No.*			
· · · · · · · · · · · · · · · · · · ·	2-27-76	. 61	41	217				
Adams	2-26-76	62	Microfilm	No. 126984				
Asotin	2-26-76	63	306	283				
Benton Clark	2-26-76	64	427	062	- 1 ₃₀			
Columbia	2-26-76	65	Drawer 1-C	Frame 953 567				
Cowlitz	2-26-76	66	824	146				
Franklin	2-26-76	67	. 78	15276				
Garfield	2-26-76	68	Film	Gen 472	Secretary of			
Grays Harbor	3-1-76	69	1/3	60	na partimogram no de francisco de serio. Por llas como destribución el seta			
Kittitas	2-26-76	70	69 113	658				
Klickitat	2-26-76	71	117	251				
Lewis	2-26-76	72	53	153				
Skamania	2-26-76	73	724	507				
Thurston	2-26-76	74	37	646	anger and a constitution			
Walla Walla	2-26-76	75	982	2310	no distribution to the processor on			
Yakima	2-26-76	/6	702	and the second s	destroyed the control of the control of the con-			

* Executed Counterpart No. 77 was filed as a Financing Statement in the office of the Secretary of State of the State of Washington on February 26, 1976 and was assigned Uniform Commercial Code No. 0341009. Revised Code of Washington Section 62A.9-302 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.



WYOMING

			Morigag Records	e '	Uniform		
<u>County</u>	Date Recorded	Counterpart Nos.	Book	Page	Commercial Code No.*		
Albany	2-27-76	78	249	923			
Big Horn	3-1-76	79	307	257			
Campbell	3-1-76	80	Photos 340	319			
Carbon	3-1-76	81	634	445			
Converse	3-8-76	82	611	364			
Fremont	2-27-76	83	Microfilm 21	228			
Hot Springs	2-27-76	84	2 MF	865			
Johnson	3-1-76	85	88A-27	141			
Lincoln	3-1-76	86	123 PR	587			
Natrona	3-1-76	87	389	600			
Park	3-1-76	88	2	223			
Platte	2-27-76	89	187	346			
Sheridan	3-1-76	90	149 -	410			
Sublette	2-27-76	91	27	416			
Sweetwater	2-27-76	92	605	625	paudd Fudd		
Washakie	2-27-76	93	2	806			

* Executed Counterpart No. 94 was filed as a Financing Statement in the office of the Secretary of State of the State of Wyoming on February 27, 1976 and was assigned Uniform Commercial Code No. 134539. Section 37-64.3, Wyoming 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

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 Thirtieth 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 provisions of the Mortgage, as supplemented

First Mortgage Bonds, of the Series and in the

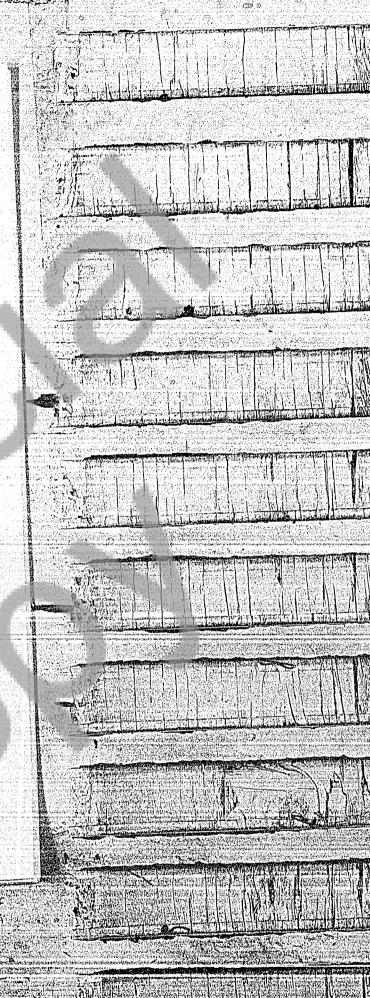
First-31/4% Second-3%..... Third-3%%.... Fourth-334%..... Seventh—3%%..... Eighth—5%%.... Ninth-54%..... 10. Tenth-41/4%. 13. Thirteenth-43/4% Sixteenth-3%% Seventeenth-33%% Eighteenth-41/8% Ninetcenth-4%%. Twentieth-34%.... 21. Twenty-first—4%% Twenty-second—4%%..... Twenty-third—4%%..... 24. Twenty-fourth-5%.... 25. Twenty-fifth 8%.... 26. Twenty-sixth-83/%...... Twenty-seventh 9%% 28. Twenty-eighth—71/8%..... 29. Twenty-ninth-8%..... 30. Thirtieth-73/2%..... 34. Thirty-fourth—10%.....

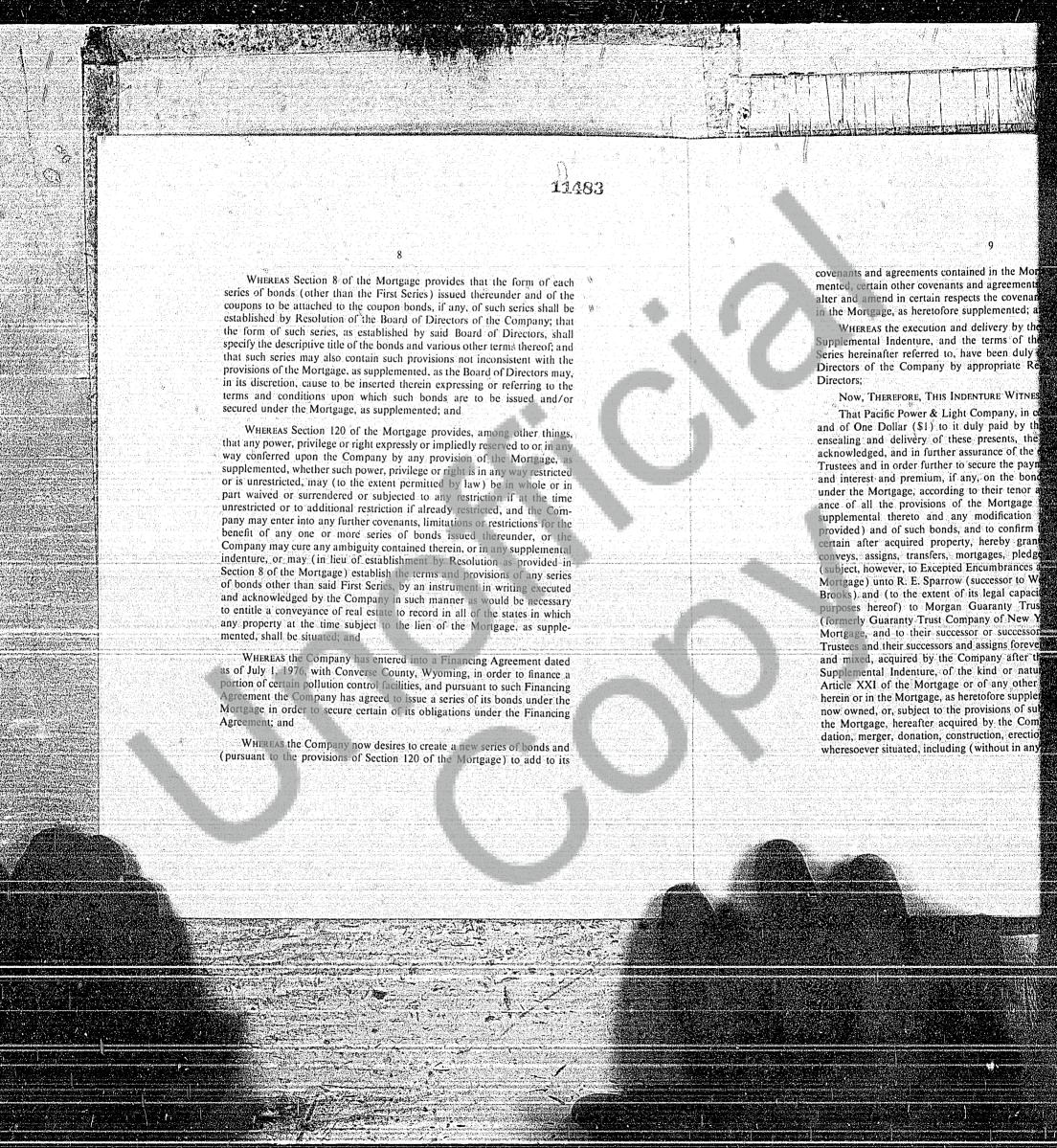
* Due 1985 upon exercise of option t

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:

	Due Date	Principal Amount Issued	Amount Outstanding
Series 1. First—3¼%			\$29,000,000
	1977		9,000,000
1. First—3/4/0	1980	9,000,000	12,500,000
2. Second—3%	1982	12,500,000	7,500,000
3. Third—3/8%	9/1/1982	7,500,000	8,000,000
4. Fourth—3/4%	1984	8,000,000	30,000,000
5. Fifth—3%%	8/1/1984	30,000,000	10,000,000
6. Sixth—3½%	1985	10,000,000	0,000,000
7. Seventh—3%%	1987	12,000,000	0
8. Eighth—5%%	9/1/1987	20,000,000	15,000,000
9. Ninth—53/4%	1988	15,000,000	20,000,000
10. Tenth—4/4%	7/1/1988	20,000,000	20,000,000
11. Eleventh—4%%	1990	20,000,000	20,000,000
12. Twelfth—51/8%	1992	35,000,000	35,000,000
13. Thirteenth—4 ¹ / ₄ %	12/1/1992	32,000,000	32,000,000
14. Fourteenth—4½%	11/1/1974	11,434,000	4 500 000
15. Fifteenth—3%%	4/1/1978	4,500,000	4,500,000
16. Sixteenth—3%%	8/1/1979	4,951,000	4,951,000
17. Seventeenth—3%%	6/1/1981	5,849,000	5,849,000
18. Eighteenth—41/8%	10/1/1982	6,157,000	6,157,000
19. Nineteenth—41/8%	3/1/1984	8,659,000	8,659,000
20. Twentieth—3¾%	5/1/1986	14,454,000	14,454,000
21. Twenty-first—41/8%	1993	30,000,000	30,000,000
22. Twenty-second—4%%	1994	30,000,000	30,000,000
23 Twenty-third—4%%	1995	30,000,000	30,000,000
24 Twenty-fourth—5%	1999	25,000,000	25,000,000
25 Twenty-fifth—8%	11/1/1999	20,000,000	20,000,000
26 Twenty-sixth—834%	2000	25,000,000	25,000,000
27 Twenty-seventh—9%%	2000	40,000,000	40,000,000
28 Twenty-eighth—77/8%	10/1/2001	35,000,000	35,000,000
29 Twenty-ninth = 8%	2002	30,000,000	30,000,000
30 Thirtieth—7¾%	2002	60,000,000	60,000,000
31 Thirty-first -8 % %	1083	70,000,000	70,000,000
32 Thirty-second—978%	1990	60,000,000	60,000,000
33 Thirty-third-1034%	2006	75,000,000	75,000,000
18. Eighteenth—4\%% 19. Nineteenth—4\%% 20. Twentieth—3\%% 21. Twenty-first—4\%% 22. Twenty-second—4\%% 23. Twenty-second—4\%% 24. Twenty-fourth—5\% 25. Twenty-fifth—8\% 26. Twenty-sixth—8\%% 27. Twenty-seventh—9\%% 28. Twenty-eighth—7\%% 29. Twenty-ninth—8\% 30. Thirtieth—7\4\% 31. Thirty-first—8\%% 32. Thirty-first—9\%% 33. Thirty-third—10\4\% 34. Thirty-fourth—10\%	2000		

* Due 1985 upon exercise of option by holder.





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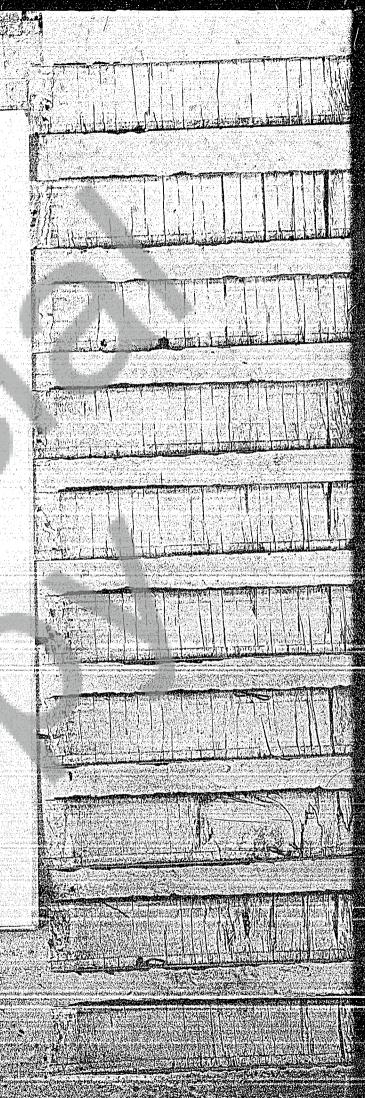
and

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 Thirtieth Supplemental Indenture, and the terms of the bonds of the Thirty-fifth 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 ensealing 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-ninth 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 (1) of Section 87 of the Mortgage, hereaster 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



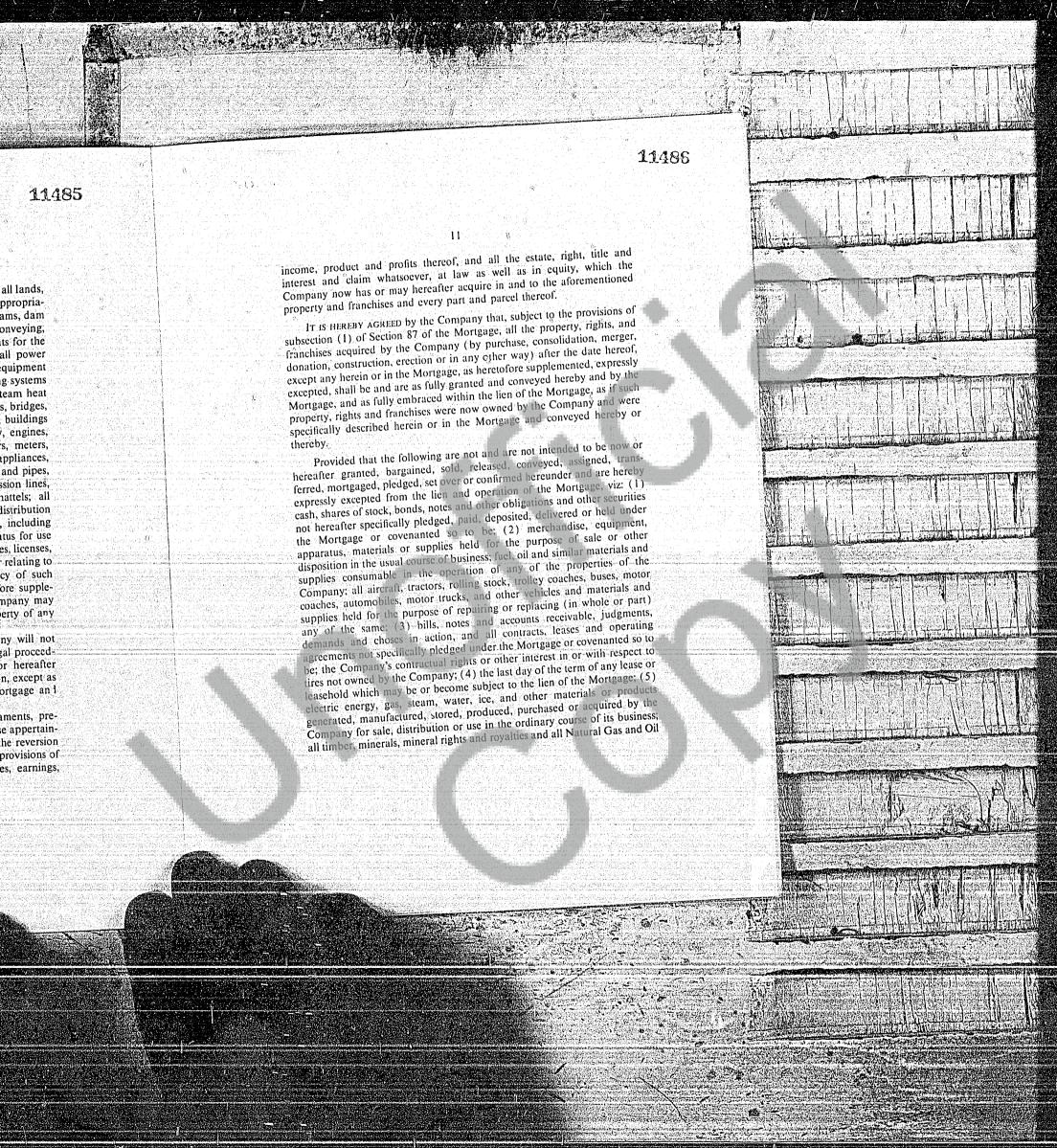
And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and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

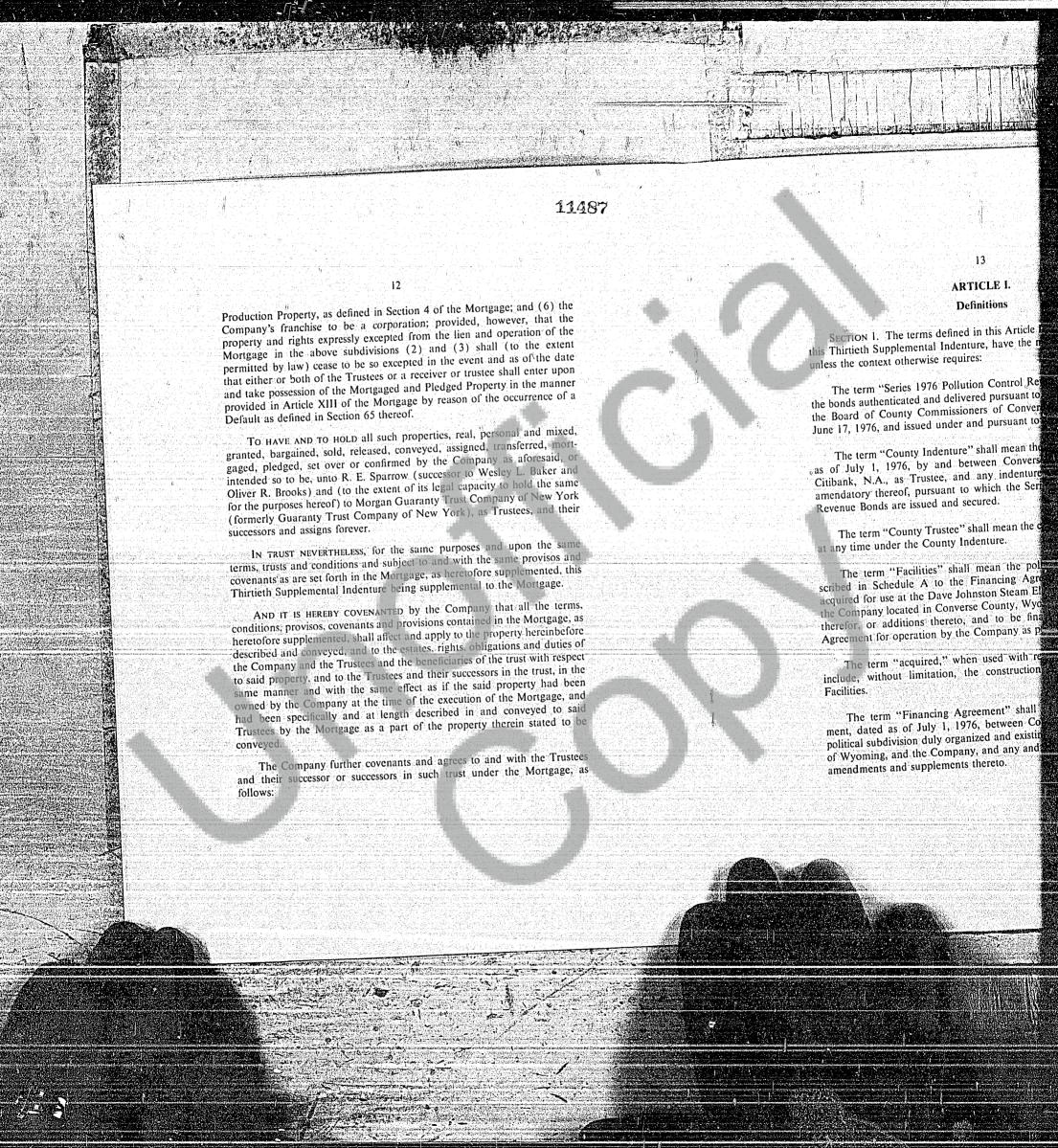
TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings,

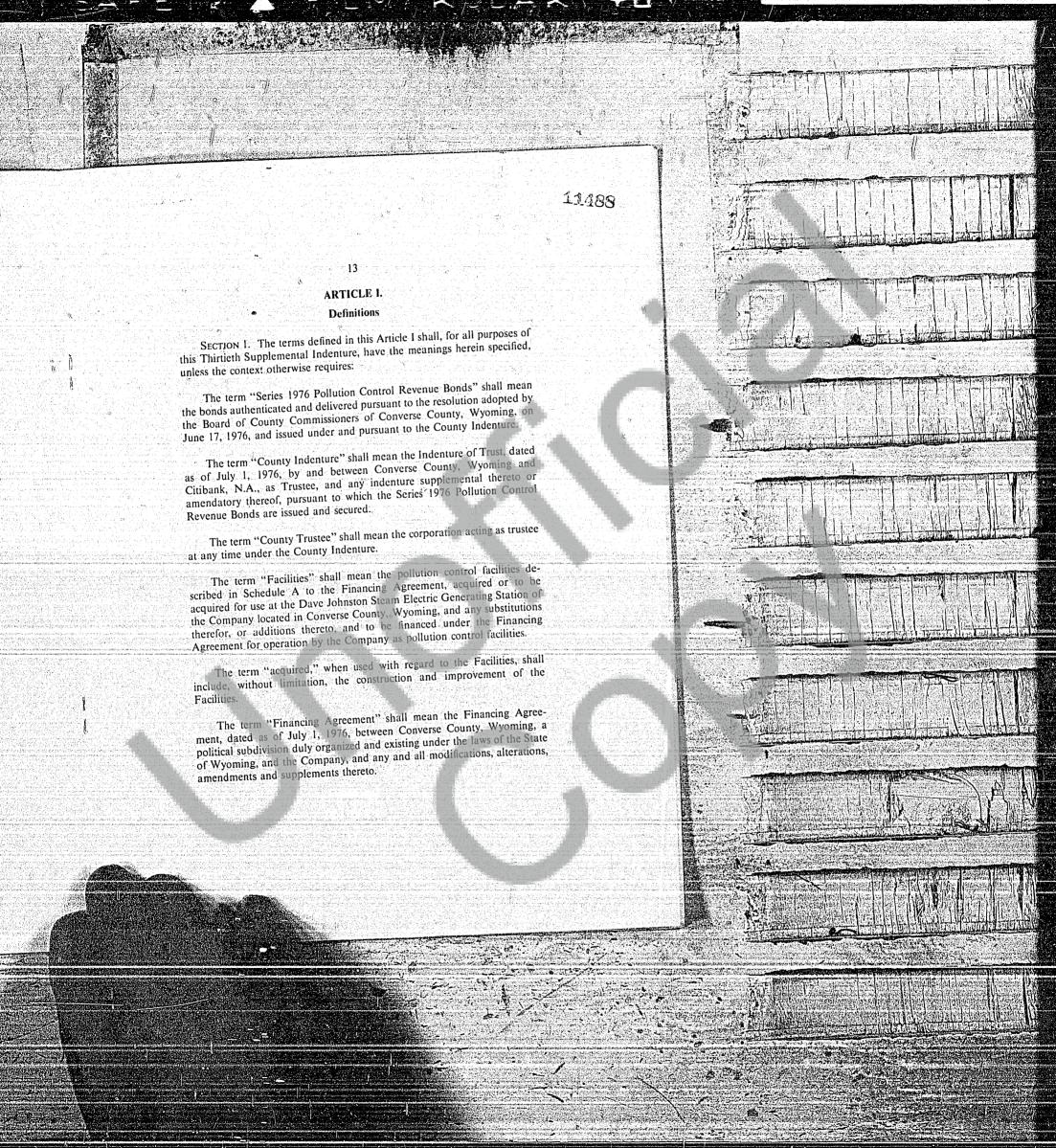
income, product and profits thereof, a interest and claim whatsoever, at law Company new has or may hereafter accordingly and franchises and every part

IT IS HEREBY AGREED by the Compassubsection (1) of Section 87 of the Morfranchises acquired by the Company (before any herein or in the Mortgage, as excepted, shall be and are as fully grant Mortgage, and as fully embraced within property, rights and franchises were now specifically described herein or in the thereby.

Provided that the following are no hereafter granted, bargained, sold, ferred, mortgaged, pledged, set over or expressly excepted from the lien and eash, shares of stock, bonds, notes and not hereafter specifically pledged, paid the Mortgage or covenanted so to apparatus, materials or supplies held disposition in the usual course of busine supplies consumable in the operation Company: all aircraft, tractors, rolling coaches, automobiles, motor trucks, a supplies held for the purpose of repa any of the same; (3) bills, notes demands and choses in action, and agreements not specifically pledged un be; the Company's contractual rights of tires not owned by the Company; (4) leasehold which may be or become su electric energy, gas, steam, water, generated, manufactured, stored, pro-Company for sale, distribution or use all timber, minerals, mineral rights and









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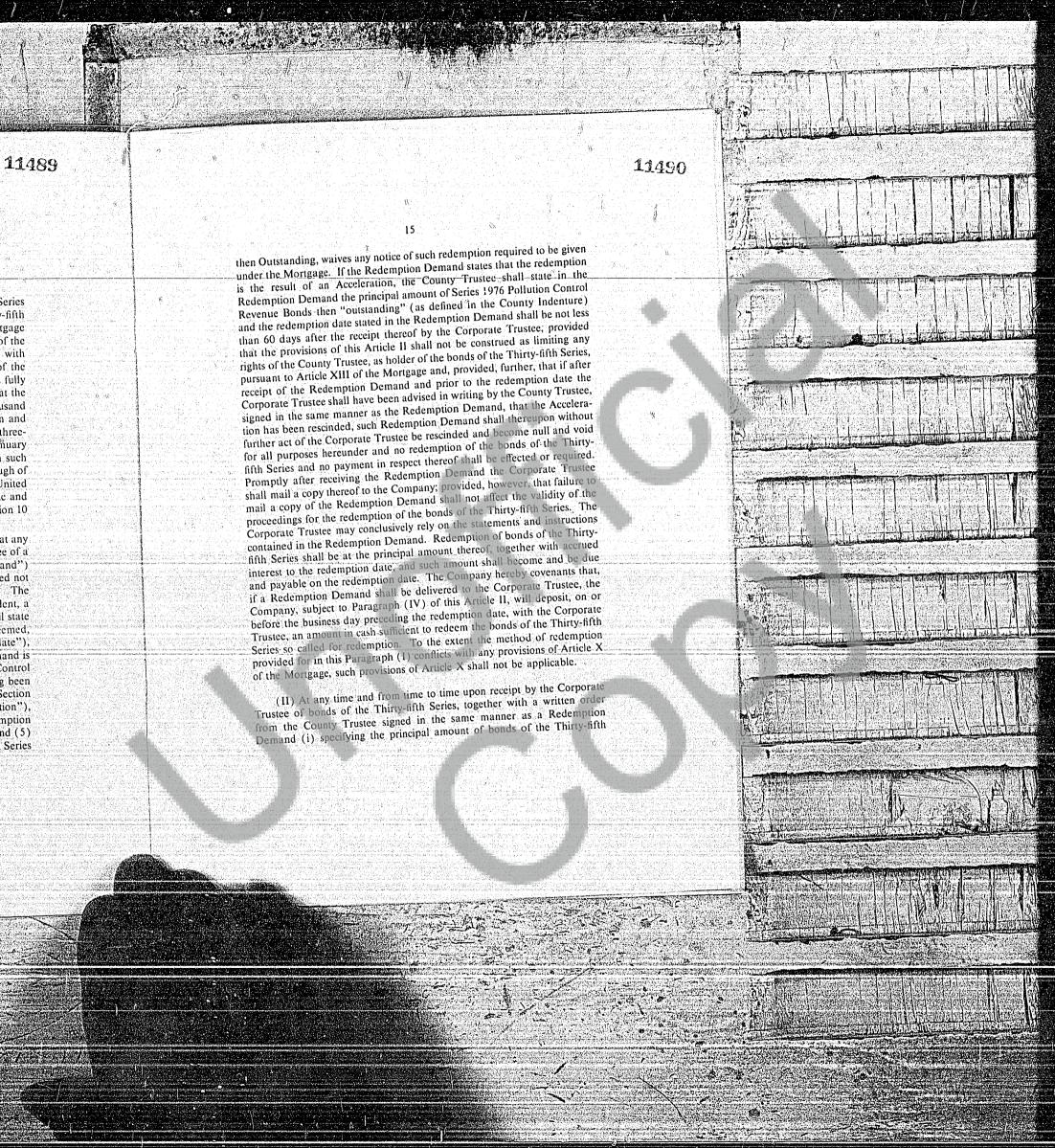
ARTICLE II.

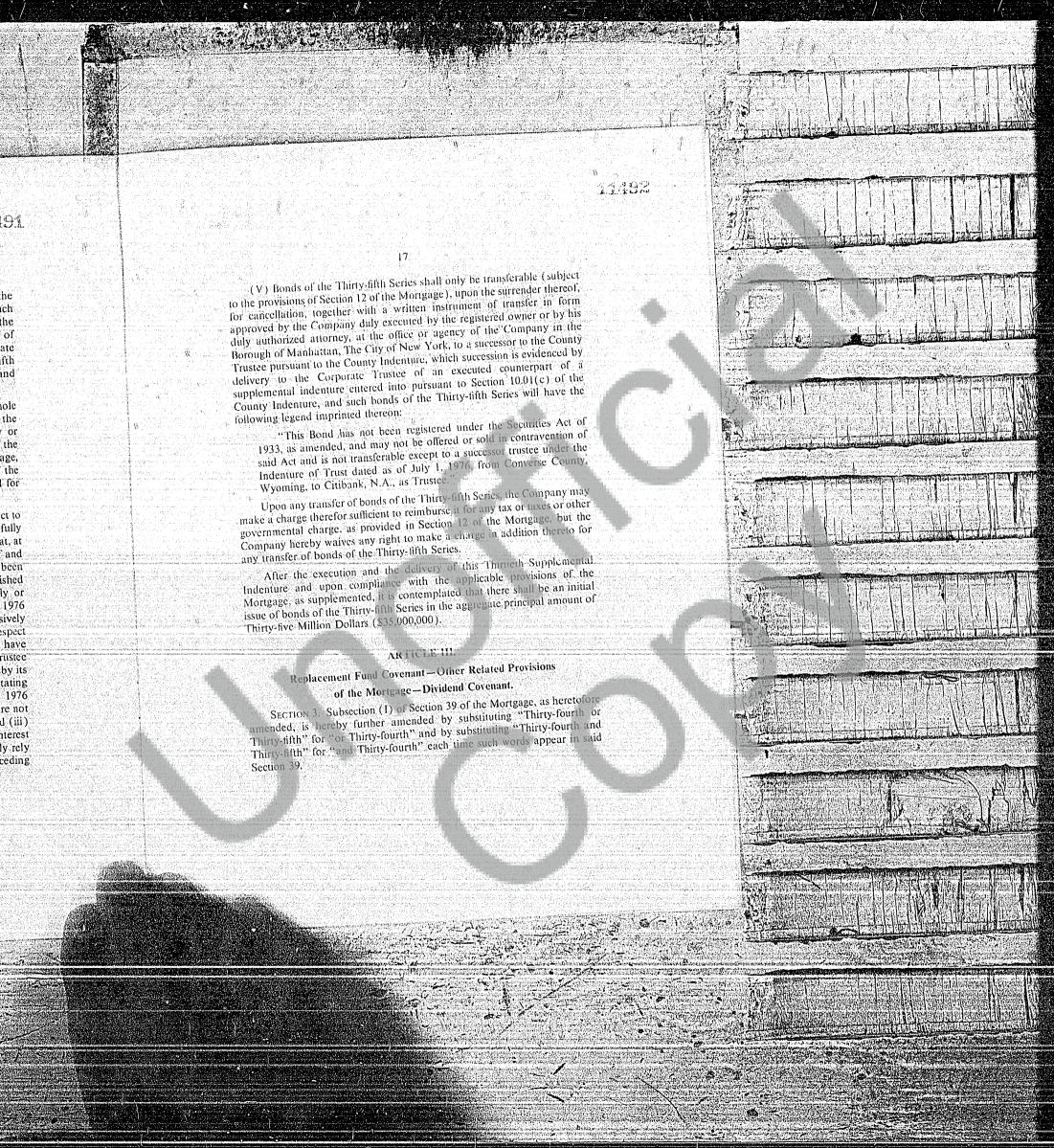
Thirty-fifth Series of Bonds.

SECTION 2. There shall be a series of bonds designated "74% Series due July 1, 2006" (herein sometimes referred to as the "Thirty-fifth 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 Thirty-fifth Series shall mature on July 1, 2006 and shall be issued as fully registered bonds in the denomination of Five Thousand Dollars and, at the option of the Company, in any multiple or multiples of Five 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 threequarters per centum (74%) per annum, payable semi-annually on January 1 and July 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 Thirty-fifth Series shall be dated as in Section 10 of the Mortgage provided.

(1) Bonds of the Thirty-fifth Series shall be redeemable in whole at any time or in part from time to time upon receipt by the Corporate Trustee of a written demand (hereinaster reserred to as the "Redemption Demand") from the County Trustee, which Redemption Demand shall be received not less than 10 days prior to the redemption date stated therein. The Redemption Demand shall be signed by the President, a Vice President, a Senior Trust Officer or a Trust Officer of the County Trustee and shall state (1) the principal amount of bonds of the Thirty-fifth Series to be redeemed, (2) the redemption date (hereinafter referred to as the "redemption date"), (3) whether or not the redemption required by the Redemption Demand is the result of the principal amount of all of the Series 1976 Pollution Control Revenue Bonds then outstanding under the County Indenture having been declared immediately due and payable pursuant to the provisions of Section 8.02 of the County Indenture (hereinafter referred to as an "Acceleration"), (4) that the Corporate Trustee shall call for redemption on the redemption date the stated principal amount of bonds of the Thirty-fifth Series, and (5) that the County Trustee, as holder of all the bonds of the Thirty-fifth Series then Outstanding, waives any notice of such redemption under the Mortgage. If the Redemption Demand states is the result of an Acceleration, the County Trustee Redemption-Demand the principal amount of Series 19 Revenue Bonds then "outstanding" (as defined in the and the redemption date stated in the Redemption Den than 60 days after the receipt thereof by the Corpora that the provisions of this Article II shall not be const rights of the County Trustee, as holder of the bonds of the pursuant to Article XIII of the Mortgage and, provided receipt of the Redemption Demand and prior to the Corporate Trustee shall have been advised in writing b signed in the same manner as the Redemption Dema tion has been rescinded, such Redemption Demand sh further act of the Corporate Trustee be rescinded and for all purposes hereunder and no redemption of the fifth Series and no payment in respect thereof shall be Promptly after receiving the Redemption Demand shall mail a copy thereof to the Company; provided, his mail a copy of the Redemption Demand shall not aff proceedings for the redemption of the bonds of the T Corporate Trustee may conclusively rely on the states contained in the Redemption Demand. Redemption fifth Series shall be at the principal amount thereof, interest to the redemption date, and such amount sh and payable on the redemption date. The Company if a Redemption Demand shall be delivered to the Company, subject to Paragraph (IV) of this Article before the business day preceding the redemption da Trustee, an amount in cash sufficient to redeem the b Series so-called for redemption. To the extent the provided for in this Paragraph (1) conflicts with any of the Mortgage, such provisions of Article X shall n

(II) At any time and from time to time upon re Trustee of bonds of the Thirty-fifth Series, togethe from the County Trustee signed in the same man Demand (i) specifying the principal amount of bo





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Subsection (III) of Section 39 of the Mortgage, as heretofore amended, is hereby further amended by inserting the words "Thirty-fifth Series," before the words "Thirty-fourth Series".

Clauses (d) and (e) of subsection (11) of Section 4 of the Mortgage, as heretofore amended, are hereby further amended by inserting the words "Thirty-fifth Series," before the words "Thirty-fourth Series" each time such words appear therein.

Clause (6) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-fifth," before "Thirty-fourth".

Clause (e) of Section 5 of the Mortgage, as heretofore amended, is hereby further amended by inserting "Thirty-fifth," before "Thirty-fourth".

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

ARTICLE IV.

Miscellaneous Provisions.

SECTION 4. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Thirty-fifth Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 5. Subject to the amendments provided for in this Thirtieth Supplemental Indenture, the terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Thirtieth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 6. 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 Thirtieth Supplemental Indenture or any of the documents referred to in the definitions contained

herein or for or in respect of the recitals contained recitals are made by the Company solely. Each condition contained in Article XVII of the Mortgage slepart of this Thirtieth Supplemental Indenture with the as if the same were herein set forth in full, with such and insertions, if any, as may be appropriate to make the provisions of this Thirtieth Supplemental Indentu

SECTION 7. Whenever in this Thirtieth Supplem of the parties hereto is named or referred to, this provisions of Articles XVI and XVII of the Mortgage the successors and assigns of such party, and a agreements in this Thirtieth Supplemental Indentual behalf of the Company, or by or on behalf of the Trushall, subject as aforesaid, bind and inure to the respective successors and assigns of such parties, we not.

SECTION 8. Nothing in this Thirtieth Supple pressed or implied, is intended, or shall be construe give to, any person, firm or corporation, other than the holders of the bonds and coupons outstanding tright, remedy or claim under or by reason of this Indenture or any covenant, condition, stipulation hereof, and all the covenants, conditions, stipulation ments in this Thirtieth Supplemental Indenture con the Company shall be for the sole and exclusive bearnd of the holders of the bonds and of the coupo Mortgage.

SECTION 9. This Thirtieth Supplemental Indeseveral counterparts, each of which shall be an shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Pacific Power & Light corporate name to be hereunto affixed, and this in sealed by its President or one of its Vice President be attested by its Secretary or one of its Assistant behalf and Morgan Guaranty Trust Company of corporate name to be hereunto affixed, and this it

