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THIS IS COUNTERPART NO. 25

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PORTLAND GENERAL ELECTRIC COMPANY

TO

MARINE MIDLAND BANK
(FORMERLY THE MARINE MIDLAND TRUST
COMPANY OF NEW YORK)

Trustee.

Thirty-first Supplemental Indenture

Dated November 1, 1978

\$50,000,000 First Mortgage Bonds,
9.80% Series due November 1, 1998

Supplemental to Indenture of Mortgage and Deed of Trust,
dated July 1, 1945 of Portland General Electric Company.

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THIRTY-FIRST SUPPLEMENTAL INDENTURE, dated November 1, 1978, made by and between Portland General Electric Company, an Oregon corporation (hereinafter called the "Company"), party of the first part, and Marine Midland Bank (formerly The Marine Midland Trust Company of New York), a New York corporation (hereinafter called the "Trustee"), party of the second part.

WHEREAS, the Company has heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (herein sometimes referred to as the "Original Indenture"), dated July 1, 1945, to the Trustee to secure an issue of First Mortgage Bonds of the Company; and

WHEREAS, Bonds in the aggregate principal amount of \$34,000,000 have heretofore been issued under and in accordance with the terms of the Original Indenture as Bonds of an initial series designated "First Mortgage Bonds, 3¼% Series due 1975" (herein sometimes referred to as the "Bonds of the 1975 Series"); and

WHEREAS, the Company has heretofore executed and delivered to the Trustee several supplemental indentures which provided, among other things, for the creation or issuance of several new series of First Mortgage Bonds under the terms of the Original Indenture as follow:

Supplemental Indenture	Dated	Series	Principal Amount
First	11-1-47	3½% Series due 1977	\$ 6,000,000(1)
Second	11-1-48	3½% Series due 1977	4,000,000(1)
Third	5-1-52	3½% Second Series due 1977	4,000,000(1)
Fourth	11-1-53	4¼% Series due 1983	8,000,000(2)
Fifth	11-1-54	3¾% Series due 1984	12,000,000
Sixth	9-1-56	4¼% Series due 1986	16,000,000
Seventh	6-1-57	4¼% Series due 1987	10,000,000
Eighth	12-1-57	5¼% Series due 1987	15,000,000(3)
Ninth	6-1-60	5¼% Series due 1990	15,000,000
Tenth	11-1-61	5¼% Series due 1991	12,000,000
Eleventh	2-1-63	4¾% Series due 1993	15,000,000
Twelfth	6-1-63	4¾% Series due 1993	18,000,000
Thirteenth	4-1-64	4¾% Series due 1994	18,000,000

(1) This entire issue of Bonds matured November 1, 1977 and was paid in full.

(2) This entire issue of Bonds was redeemed out of proceeds from the sale of First Mortgage Bonds, 3¼% Series due 1984.

(3) This entire issue of Bonds was redeemed out of proceeds from the sale of First Mortgage Bonds, 4¾% Series due 1993.

which bonds are sometimes referred to herein as the "Bonds of the 1977 Series", "Bonds of the 1977 Second Series", "Bonds of the 1983 Series", "Bonds of the 1984 Series", "Bonds of the 1986 Series", "Bonds of the 4%

(4) This entire issue of Bonds matured April 1, 1977 and was paid in full.

Series due 1987", "Bonds of the 5½% Series due 1987", "Bonds of the 1990 Series", "Bonds of the 1991 Series", "Bonds of the 4½% Series due 1993", "Bonds of the 4¾% Series due 1993", "Bonds of the 1994 Series", "Bonds of the 1995 Series", "Bonds of the 1996 Series", "Bonds of the 1997 Series", "Bonds of the 1977 Third Series", "Bonds of the 2000 Series", "Bonds of the 2001 Series", "Bonds of the 2002 Series", "Bonds of the 2003 Series", "Bonds of the 2003 Second Series", "Bonds of the 1980 Series", "Bonds of the 1982 Series", "Bonds of the 1985 Series", "Bonds of the 2005 Series", "Bonds of the 2006 Series", "Bonds of the 1996 Second Series", "Bonds of the 2007 Series", and "Bonds of the 1999 Series", respectively; and

WHEREAS, the Original Indenture provides that the Company and the Trustee, subject to the conditions and restrictions in the Original Indenture contained, may enter into an indenture or indentures supplemental thereto, which shall thereafter form a part of said Original Indenture, among other things, to mortgage, pledge, convey, transfer or assign to the Trustee and to subject to the lien of the Original Indenture with the same force and effect as though included in the granting clauses thereof, additional properties acquired by the Company after the execution and delivery of the Original Indenture, and to provide for the creation of any series of Bonds (other than the Bonds of the 1975 Series), designating the series to be created and specifying the form and provisions of the Bonds of such series as therein provided or permitted, and to provide a sinking, amortization, replacement or other analogous fund for the benefit of all or any of the Bonds of any one or more series, of such character and of such amount, and upon such terms and conditions as shall be contained in such supplemental indenture; and

WHEREAS, the Company desires to provide for the creation of a new series of bonds to be known as "First Mortgage Bonds, 9.80% Series due November 1, 1998" (sometimes herein referred to as the "Bonds of the 1998 Series"), and to specify the form and provisions of the Bonds of such series, and to mortgage, pledge, convey, transfer or assign to the Trustee and to subject to the lien of the Original Indenture certain additional properties acquired by the Company since the execution and delivery of the Original Indenture; and

WHEREAS, the Company intends at this time to issue not to exceed \$50,000,000 aggregate principal amount of Bonds of the 1998 Series under and in accordance with the terms of the Original Indenture and the Supplemental Indentures above referred to; and

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WHEREAS, the Bonds of the 1998 Series and the Trustee's authentication certificate to be executed on the Bonds of the 1998 Series, are to be substantially in the following forms, respectively:

(Form of Bond of the 1998 Series)

No. R

[FACE]

\$.....

PORTLAND GENERAL ELECTRIC COMPANY

FIRST MORTGAGE BOND, 9.80% SERIES DUE NOVEMBER 1, 1998

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to or registered assigns Dollars on November 1, 1998, and to pay interest thereon from the May 1 or November 1, as the case may be, next preceding the date hereof to which interest has been paid (unless the date hereof is a May 1 or November 1 to which interest has been paid, in which case from the date hereof, or unless the date hereof is prior to April 15, 1979, in which case from November 29, 1978, or unless the date hereof is between an April 15 or October 15, as the case may be, and the following May 1 or November 1, in which case from such May 1 or November 1, provided, however, that if and to the extent the Company shall default in payment of the interest due on such May 1 or November 1, then from the next preceding date to which interest has been paid or if such default shall be in respect of the interest due on May 1, 1979, then from November 29, 1978), at the rate of nine and eighty one hundredths per cent per annum, semi-annually on the first day of May and on the first day of November in each year beginning on May 1, 1979, until payment of the principal hereof has been made or duly provided for. The interest so payable on any May 1 or November 1 will, subject to certain exceptions provided in the Thirty-first Supplemental Indenture referred to on the reverse hereof, be paid to the person in whose name this bond is registered at the close of business on the April 15 or October 15, as the case may be, next preceding such May 1 or November 1.

The principal of this bond will be paid in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, and interest thereon will be paid in like coin or currency at said office or agency.

Reference is hereby made to the further provisions of this bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as though fully set forth at this place.

This bond shall not become or be valid or obligatory for any purpose until the authentication certificate hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, PORTLAND GENERAL ELECTRIC COMPANY has caused this instrument to be executed manually or in facsimile by its duly authorized officers and has caused a facsimile of its corporate seal to be imprinted hereon.

Dated

PORTLAND GENERAL ELECTRIC COMPANY,

By

President.

Attest:

Secretary.

(Form of Trustee's Authentication Certificate for
Bonds of the 1998 Series)

This is one of the bonds, of the series designated herein, described in the within mentioned Indenture.

MARINE MIDLAND BANK, AS TRUSTEE,

By

Authorized Officer.

[REVERSE]

This bond is one of the bonds, of a series designated as 9.80% Series due November 1, 1998, of an authorized issue of bonds of the Company, known as First Mortgage Bonds, not limited as to maximum aggregate principal amount, all issued or issuable in one or more series under and equally secured (except insofar as any sinking fund, replacement fund or other fund established in accordance with the provisions of the Indenture hereinafter mentioned may afford additional security for the bonds of any specific series) by an Indenture of Mortgage and Deed of Trust dated July 1, 1945, duly executed and delivered by the Company to The Marine Midland Trust Company of New York (now Marine Midland Bank), as Trustee, as supplemented and modified by thirty-one supplemental indentures (such Indenture of Mortgage and Deed of Trust as so supplemented and modified being hereinafter called the "Indenture"), to which Indenture and all indentures supplemental thereto, reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the nature and extent of the security, and the rights, duties and immunities thereunder of the Trustee, the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the terms upon which said bonds may be issued thereunder.

The bonds of the 9.80% Series due November 1, 1998 are subject to redemption prior to maturity as a whole at any time or in part from time to time during each of the twelve months' periods set forth in the tabulation below, (a) at the option of the Company (other than in the cases mentioned in the following clause (b)), upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation, under the heading "Regular Redemption Price" provided, however, that no such redemption shall be made prior to November 1, 1988 directly or indirectly out of the proceeds of or in anticipation of any borrowings or the issuance of other debt obligations or the issuance of Cumulative Preferred Stock or any other preference stock by or for the account of the Company having an interest or dividend rate (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowings or issuance) yielding at the initial offering price less than 9.80% per annum; and (b) by operation of the replacement fund provided for in the Indenture and (in the instances provided in the

Indenture) by the application of proceeds of property subject to the lien thereof, upon payment of the principal amount thereof:

Twelve Months Period Beginning November 1	Regular Redemption Price	Twelve Months Period Beginning November 1	Regular Redemption Price
1978.....	109.80%	1988.....	104.64%
1979.....	109.28	1989.....	104.13
1980.....	108.77	1990.....	103.61
1981.....	108.25	1991.....	103.09
1982.....	107.74	1992.....	102.58
1983.....	107.22	1993.....	102.06
1984.....	106.71	1994.....	101.55
1985.....	106.19	1995.....	101.03
1986.....	105.67	1996.....	100.52
1987.....	105.16	1997.....	100.00

together in each case with interest accrued on the bonds to be redeemed to the redemption date, upon prior notice given by mailing such notice to the respective registered holders of such bonds not less than thirty nor more than ninety days prior to the redemption date, all as more fully provided in the Indenture.

If this bond or any portion thereof (One Thousand Dollars or an integral multiple thereof) is duly called for redemption and payment duly provided for as specified in the Indenture, this bond or such portion thereof shall cease to be entitled to the lien of the Indenture from and after the date payment is so provided for and shall cease to bear interest from and after the redemption date.

In the event of the selection for redemption of a portion only of the principal of this bond, payment of the redemption price will be made only (a) upon presentation of this bond for notation hereon (or on a schedule annexed hereto) of such payment of the portion of the principal of this bond so called for redemption, or (b) upon surrender of this bond in exchange for a bond or bonds (but only of authorized denominations of the same series) for the unredeemed balance of the principal amount of this bond.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per cent in principal amount of the bonds (exclusive of bonds disqualified by reason of the Company's interest therein) at the time outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than sixty per cent in principal amount of each series affected, to effect, by an indenture supplemental to the Indenture, modifications or alterations of the Indenture and of the rights and obligations of the Company and of the holders of the bonds and coupons; provided, however, that no such modification or alteration shall be made without the written approval or consent of the holder hereof which will (a) extend the maturity of this bond or reduce the rate or extend the time of payment of interest hereon or reduce the amount of the principal hereof or reduce any premium payable on the redemption hereof, (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (c) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid.

This bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing, at the corporate trust office of the Trustee in the Borough of Manhattan, City and State of New York, upon surrender of this bond for cancellation and upon payment of any taxes or other governmental charges payable upon such transfer, and thereupon a new registered bond or bonds of the same series and of a like aggregate principal amount will be issued to the transferee or transferees in exchange therefor.

The Company, the Trustee and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payments of or on account of the principal hereof and interest due hereon, and for all other purposes, whether or not this bond shall be overdue, and neither the Company, the Trustee nor any paying agent shall be affected by any notice to the contrary.

Bonds of this series are issuable only in fully registered form without coupons in denominations of \$1,000 and any integral multiple thereof. The registered owner of this bond at his option may surrender the same for cancellation at said office of the Trustee and receive in exchange therefor the same aggregate principal amount of registered bonds of the same series but

of other authorized denominations upon payment of any taxes or other governmental charges payable upon such exchange and subject to the terms and conditions set forth in the Indenture.

If an event of default as defined in the Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and as provided in the Indenture, waive certain defaults thereunder and the consequences of such defaults.

No recourse shall be had for the payment of the principal of or the interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, against any incorporator, shareholder, director or officer, past, present or future, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, shareholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and as provided in the Indenture.

The Indenture provides that this bond shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with and governed by the laws of said State.

(End of Form of Bond of the 1998 Series)

and

WHEREAS, all acts and proceedings required by law and by the charter or articles of incorporation and bylaws of the Company necessary to make the Bonds of the 1998 Series to be issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute this Supplemental Indenture a valid and binding instrument, have been done and taken; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, that, in order to secure the payment of the principal of, premium, if any, and interest on all Bonds at any time issued and outstanding under the Original Indenture as supplemented and modified by the thirty supplemental indentures hereinbefore described and as supplemented and modified by this Supplemental Indenture, according to their tenor, purport and effect, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and for the purpose of confirming and perfecting the lien of the Original Indenture on the properties of the Company hereinafter described, or referred to, and for and in consideration of the premises and of the mutual covenants herein contained, and acceptance of the Bonds of the 1998 Series by the holders thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Supplemental Indenture and by these presents does grant, bargain, sell, warrant, alien, convey, assign, transfer, mortgage, pledge, hypothecate, set over and confirm unto the Trustee the following property, rights, privileges and franchises (in addition to all other property, rights, privileges and franchises heretofore subjected to the lien of the Original Indenture as supplemented by the thirty supplemental indentures hereinbefore described and not heretofore released from the lien thereof), to wit:

CLAUSE I

Without in any way limiting anything hereinafter described, all and singular the lands, real estate, chattels real, interests in land, leaseholds, ways, rights-of-way, easements, servitudes, permits and licenses, lands under water, riparian rights, franchises, privileges, electric generating plants, electric transmission and distribution systems, and all apparatus and equipment appertaining thereto, offices, buildings, warehouses, garages, and other structures, tracks, machine shops, materials and supplies and all property of any nature appertaining to any of the plants, systems, business or operations of the Company, whether or not affixed to the realty, used in the operation of any of the premises or plants or systems or otherwise, which have been acquired by the Company since the execution and delivery of the Original Indenture and not heretofore included in any indenture supplemental thereto, and now owned or which may hereafter be acquired by the Company (other than excepted property as defined in the Original Indenture).

CLAUSE II

All corporate, Federal, State, municipal and other permits, consents, licenses, bridge licenses, bridge rights, river permits, franchises, grants, privileges and immunities of every kind and description, owned, held, possessed or enjoyed by the Company (other than excepted property as defined in the Original Indenture) and all renewals, extensions, enlargements and modifications of any of them, which have been acquired by the Company since the execution and the delivery of the Original Indenture and not heretofore included in any indenture supplemental thereto, and now owned or which may hereafter be acquired by the Company.

CLAUSE III

Together with all and singular the plants, buildings, improvements, additions, tenements, hereditaments, easements, rights, privileges, licenses and franchises and all other appurtenances whatsoever belonging or in any wise appertaining to any of the property hereby mortgaged or pledged, or intended so to be, or any part thereof, and the reversion and reversions, remainder and remainders, and the rents, revenues, issues, earnings, income, products and profits thereof, and every part and parcel thereof, and all the estate, right, title, interest, property, claim and demand of every nature whatsoever of the Company at law, in equity or otherwise howsoever, in, of and to such property and every part and parcel thereof.

TO HAVE AND TO HOLD all of said property, real, personal and mixed, and all and singular the lands, properties, estates, rights, franchises, privileges and appurtenances hereby mortgaged, conveyed, pledged or assigned, or intended so to be, together with all the appurtenances thereto appertaining and the rents, issues and profits thereof, unto the Trustee and its successors and assigns, forever.

SUBJECT, HOWEVER, to the exceptions, reservations, restrictions, conditions, limitations, covenants and matters contained in all deeds and other instruments whereunder the Company has acquired any of the property now owned by it, and to permitted encumbrances as defined in Subsection B of Section 1.11 of the Original Indenture;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate use, benefit, security and protection of those who from time to time shall hold the Bonds and coupons authenticated and delivered under the Original Indenture and the thirty supplemental indentures hereinbefore described or

this Supplemental Indenture, and duly issued by the Company, without any discrimination, preference or priority of any one bond or coupon over any other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 11.28 of the Original Indenture, so that, subject to said Section 11.28, each and all of said Bonds and coupons shall have the same right, lien and privilege under the Original Indenture and the thirty supplemental indentures hereinbefore described, or this Supplemental Indenture, and shall be equally secured thereby and hereby and shall have the same proportionate interest and share in the trust estate, with the same effect as if all of the Bonds and coupons had been issued, sold and negotiated simultaneously on the date of delivery of the Original Indenture;

AND UPON THE TRUSTS, USES AND PURPOSES and subject to the covenants, agreements and conditions in the Original Indenture and the thirty supplemental indentures hereinbefore described and herein set forth and declared.

ARTICLE ONE.

BONDS OF THE 1998 SERIES AND CERTAIN PROVISIONS RELATING THERETO.

SECTION 1.01. *Certain Terms of Bonds of the 1998 Series.* There shall be a series of Bonds, known as and entitled "First Mortgage Bonds, 9.80% Series due November 1, 1998", and the form thereof shall be substantially as hereinabove set forth. The aggregate principal amount of the Bonds of the 1998 Series shall be limited to \$50,000,000, excluding, however, any Bonds of the 1998 Series which may be executed, authenticated and delivered in exchange for or in lieu of or in substitution for other Bonds of the 1998 Series pursuant to the provisions of the Original Indenture or of this Supplemental Indenture.

The definitive Bonds of the 1998 Series shall be issuable only in fully registered form without coupons in the denomination of \$1,000 and in any integral multiple thereof. Except as provided in the next succeeding sentence and notwithstanding the provisions of Section 2.05 of the Original Indenture, each Bond of the 1998 Series shall be dated as of the date of its authentication, shall mature November 1, 1998, and shall bear interest from the May 1, or November 1, as the case may be, next preceding the date

thereof to which interest has been paid, unless the date thereof is a May 1 or November 1 to which interest has been paid, in which case it shall bear interest from such date, or unless the date thereof is prior to April 15, 1979, in which case it shall bear interest from November 29, 1978. Each Bond of the 1998 Series authenticated between the record date (as hereafter in this Section 1.01 defined) for any interest payment date and such interest payment date shall be dated as of the date of its authentication, but shall bear interest from such interest payment date; provided, however, that if and to the extent the Company shall default in the payment of the interest due on such interest payment date, then any Bond of the 1998 Series so authenticated shall bear interest from the May 1 or November 1, as the case may be, next preceding the date of such Bond to which interest has been paid, or if such default shall be in respect of the interest due on May 1, 1979, then from November 29, 1978. All Bonds of the 1998 Series shall bear interest at the rate of 9.80% per annum until the payment of the principal thereof has been made or duly provided for, such interest to be payable semi-annually on May 1 and November 1 in each year. The person in whose name any Bond of the 1998 Series is registered at the close of business on any record date (as hereinafter in this Section 1.01 defined) with respect to any interest payment date shall be entitled to receive the interest payable thereon on such interest payment date notwithstanding the cancellation of such Bond upon any transfer or exchange thereof subsequent to such record date and prior to such interest payment date, unless 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 person in whose name such Bond is registered on a subsequent record date fixed by the Company, which subsequent record date shall be fifteen (15) days prior to the payment of such defaulted interest. The term "record date" as used in this Section 1.01 with respect to any semi-annual interest payment date shall mean the April 15 or October 15, as the case may be, next preceding such interest payment date, or, if such April 15 or October 15 is not a business day, the business day next preceding such April 15 or October 15. The principal of the Bonds of the 1998 Series shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts at the office or agency of the Company in the Borough of Manhattan, City and State of New York, and interest on such Bonds shall be payable in like coin or currency at said office or agency.

The definitive Bonds of the 1998 Series may be issued in the form of Bonds engraved, printed or lithographed on steel engraved borders.

Upon compliance with the provisions of Section 2.06 of the Original Indenture and upon payment of any taxes or other governmental charges payable upon such exchange, Bonds of the 1998 Series may be exchanged for a new Bond or Bonds of different authorized denominations of like aggregate principal amount.

The Trustee hereunder shall, by virtue of its office as such Trustee, be the registrar and transfer agent of the Company for the purpose of registering and transferring Bonds of the 1998 Series.

Notwithstanding the provisions of Section 2.11 of the Original Indenture, no service charge shall be made for any exchange or transfer of Bonds of the 1998 Series, but the Company at its option may require payment of a sum sufficient to cover any tax or other governmental charge incident thereto.

SECTION 1.02. Redemption Provisions for Bonds of the 1998 Series; Prohibition on Purchase of said Bonds. The Bonds of the 1998 Series shall be subject to redemption prior to maturity, as a whole at any time or in part from time to time during each of the twelve months' periods set forth in the tabulation below,

(a) at the option of the Company (other than in the cases mentioned in the following clause (b)) upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation under the heading "Regular Redemption Price" provided, however, that no such redemption shall be made prior to November 1, 1988 directly or indirectly out of the proceeds of or in anticipation of any borrowings or the issuance of other debt obligations or the issuance of Cumulative Preferred Stock or any other preference stock by or for the account of the Company having an interest or dividend rate (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowings or issuance) yielding at the initial offering price less than 9.80% per annum; and

(b) (i) through the operation of the replacement fund provided for in Section 4.04 of the Original Indenture,

(ii) through the application of cash deposited with the Trustee pursuant to Section 6.04 of the Original Indenture, upon the taking, purchase or sale of any property subject to the lien hereof or thereof in the manner set forth in said Section, or,

(iii) through the application of cash representing the proceeds of the electric property of the Company at Portland, Oregon, which is required by the provisions of Section 7.01 of the Original Indenture to be applied to the retirement of Bonds,

upon payment of the principal amount thereof (the "Special Redemption Price"):

Twelve Months Period Beginning November 1	Regular Redemption Price	Twelve Months Period Beginning November 1	Regular Redemption Price
1978.....	109.80%	1988.....	104.64%
1979.....	109.28	1989.....	104.13
1980.....	108.77	1990.....	103.61
1981.....	108.25	1991.....	103.09
1982.....	107.74	1992.....	102.58
1983.....	107.22	1993.....	102.06
1984.....	106.71	1994.....	101.55
1985.....	106.19	1995.....	101.03
1986.....	105.67	1996.....	100.52
1987.....	105.16	1997.....	100.00

together in each case with interest accrued on the Bonds to be redeemed to the redemption date, upon prior notice given by mailing such notice to the respective registered owners of such Bonds not less than thirty nor more than ninety days prior to the redemption date; and otherwise as provided in Article Nine of the Original Indenture; provided, however, in the event of redemption at any time pursuant to the provisions of this Section 1.02 of less than all of the outstanding Bonds of the 1998 Series, the Company shall, at least 45 days prior to the redemption date (unless a shorter notice shall be accepted by the Trustee as sufficient) notify the Trustee of the principal

amount of Bonds of the 1998 Series to be redeemed, specifying the date on which it is proposed that notice of such redemption will be first mailed and/or published, and thereupon the Trustee shall proceed as follows:

(A) The Trustee shall select the Bonds of the 1998 Series to be redeemed in accordance with the terms of any written agreement duly executed by all registered owners of Bonds of the 1998 Series at the time outstanding, filed with the Trustee at or prior to the time of selection and satisfactory to it; or, if at the time there shall be no such written agreement on file with the Trustee, the aggregate principal amount of Bonds of the 1998 Series to be redeemed shall be allocated among the various registered owners of Bonds of the 1998 Series pro rata in accordance with the aggregate principal amount of Bonds of the 1998 Series registered in their respective names, except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding \$1,000 to one or more of such registered owners to the end that the principal amount of the Bonds of the 1998 Series registered in the name of any such registered owner to be redeemed will be \$1,000 or an integral multiple thereof, and (ii) in making such allocation, if the aggregate principal amount of Bonds of the 1998 Series registered in the name of any registered owner of Bonds of the 1998 Series shall be \$1,000 the Trustee shall not be required to allocate any portion of such principal amount to any such registered owner. If any such registered owner shall hold more than one Bond of the 1998 Series, the allocation of such registered owner shall be applied, as nearly as may be, pro rata among the several Bonds of the 1998 Series so held by such registered owner, except that any such registered owner may request the Trustee in writing in the event of any redemption of Bonds of the 1998 Series (1) first to determine in the manner herein provided the aggregate principal amount of Bonds of the 1998 Series registered in the name of such owner to be redeemed and (2) to effect in a different manner than that provided for in this sentence, redemption of Bonds of the 1998 Series so registered in the name of such owner, up to the aggregate principal amount so determined, and the Trustee shall act in accordance with any such written request; provided, however, that the Trustee shall not be required to make any allocation which would result in redemption of any Bond of the 1998 Series in amounts other than \$1,000 or any integral multiple thereof.

(B) Notwithstanding the foregoing and the provisions of Article Nine of the Original Indenture, so long as any initial purchaser of Bonds of the

1998 Series, any nominee of any such initial purchaser or any other registered owner to which the Company and the Trustee shall have agreed to extend the provisions of this paragraph (B) shall hold more than one Bond of the 1998 Series, the notice of redemption to be mailed to such registered owner shall specify the distinctive numbers of the Bonds of the 1998 Series of such registered owner proposed to be redeemed and in case any such Bond is to be redeemed in part only, the principal amount thereof proposed to be redeemed, and shall state that the allocation of such registered owner will be applied in such manner unless the Trustee shall have received written instructions from such registered owner, at least fifteen days prior to the redemption date, instructing the Trustee to apply the allocation of such registered owner to the redemption, in whole or in part, of the Bonds of the 1998 Series so registered in the name of such owner in a different manner than that specified in such notice of redemption, and if the Trustee shall receive such written instructions from such registered owner the Trustee shall act in accordance with such written instructions; provided, however, that the Trustee shall not be required to make any allocation which would result in redemption of any Bond of the 1998 Series in amounts other than \$1,000 or any integral multiple thereof.

(C) The Trustee shall notify the Company of the particular Bonds of the 1998 Series or portions thereof selected for redemption.

Notwithstanding the provisions of Article Nine of the Original Indenture or Section 1.01 of this Supplemental Indenture or any statements contained in any Bond, payment of interest on any Bond and any redemption price of a portion of the principal amount thereof shall be made by the Trustee to the registered owner thereof without presentation or surrender thereof to the Trustee if there shall be on file with the Trustee (and not theretofore rescinded by written notice from such registered owner to the Trustee) an agreement (or a conformed copy thereof) between the Company and such registered owner or the person for whom such registered owner is the nominee, to the effect that (1) payments will be so made, and (2) such registered owner will not sell, pledge, transfer or otherwise dispose of such Bond without first either (i) surrendering such Bond to the Trustee in exchange for a Bond or Bonds aggregating the same principal amount as the principal amount of the Bond so surrendered which shall remain unpaid, or (ii) notifying the Trustee in writing of such sale, pledge, transfer or other disposition and delivering to the Trustee a certificate signed by such

registered owner or a partner or a responsible officer of such registered owner, certifying to the Trustee that notation has been made on such Bonds (or on a schedule annexed thereto) of all portions of the principal amount thereof which have been redeemed. The Trustee shall not be under any duty to determine that such notations have been made nor be liable in any manner with respect thereto or with respect to any failure to make such notations. In case any payment is made as provided in this paragraph, the Trustee shall make an appropriate notation of such payment on its records, which records shall be controlling and conclusive. The Company will not, without the approval of the Trustee, make any agreement of the nature referred to in this paragraph with anyone other than the initial purchasers of the Bonds of the 1998 Series and any nominee of any such initial purchaser.

The Company will not acquire directly or indirectly by purchase or prepayment or otherwise any Bonds of the 1998 Series except by way of payment or redemption in accordance with the provisions of said Bonds and this Supplemental Indenture.

SECTION 1.03: Bonds Credited upon or Redeemed Through Certain Sinking Fund Payments Limited as to further use as Basis of Other Action or Credit.

A. (i) To the extent that

(a) in any given year the principal amount of Bonds made the basis of a credit upon any sinking fund payment, and/or redeemed (whether on a sinking fund payment date or in anticipation of a sinking fund payment) by operation of the sinking fund, for Bonds of the 1975 Series, or for Bonds of the 1977 Series, or for Bonds of the 1977 Second Series, or for Bonds of the 1984 Series, or for Bonds of the 1986 Series, or for Bonds of the 4½% Series due 1987, or for Bonds of the 1990 Series, or for Bonds of the 1991 Series, or for Bonds of the 4½% Series due 1993, or for Bonds of the 4½% Series due 1993, or for Bonds of the 1994 Series, or for Bonds of the 1995 Series, or for Bonds of the 1996 Series, or for Bonds of the 1996 Second Series, or for Bonds of the 1999 Series,

does not exceed

(b) an amount equal to 1% of the greatest aggregate principal amount of Bonds of such Series theretofore at any one time

outstanding, after deducting from said aggregate principal amount the sum of the following amounts, in the event that such sum would equal \$500,000 or more, namely, (1) the aggregate principal amount of Bonds of such Series theretofore redeemed by the application of the proceeds of property released from the lien of the Original Indenture or taken or purchased pursuant to the provisions of Article Six of the Original Indenture, and (2) the aggregate principal amount of Bonds of such Series theretofore redeemed and retired and made the basis for the withdrawal of such proceeds pursuant to Section 7.03 of the Original Indenture or certified pursuant to Section 6.06 of the Original Indenture in lieu of the deposit of cash upon the release or taking of property; and

to the extent that

- (c) in any given year the principal amount of Bonds made the basis of a credit upon any sinking fund payment, and/or redeemed (whether on a sinking fund payment date or in anticipation of a sinking fund payment) by operation of the sinking fund, for Bonds of the 1997 Series, or for Bonds of the 2000 Series, or for Bonds of the 2001 Series, or for Bonds of the 2002 Series, or for Bonds of the 2003 Series, or for Bonds of the 2003 Second Series, or for Bonds of the 2005 Series, or for Bonds of the 2006 Series, or for Bonds of the 2007 Series,

does not exceed

- (d) an amount equal to (1) 1% of the greatest aggregate principal amount of Bonds of such Series theretofore at any one time outstanding, after making the deductions from said aggregate principal amount referred to in clause (b) of this subparagraph (i), minus (2) 60% of the amount of available additions made the basis of a credit against such sinking fund payment,

the principal amount of Bonds so made the basis of a credit upon a sinking fund payment and/or so redeemed by operation of the sinking fund for Bonds of such Series shall not (but without limiting the use of

the principal amount thereof in calculating any minimum provision for depreciation pursuant to the provisions of Subsection G of Section 1.10 of the Original Indenture as the same may be amended in accordance with the provisions of Section 1.08 of this Supplemental Indenture) be made the basis of the authentication and delivery of Bonds or of any other further action or credit under the Original Indenture or any supplemental indenture, including this Supplemental Indenture; and

(ii) to the extent that

(e) in any given year the amount of available additions made the basis of a credit against any sinking fund payment for Bonds of the 1997 Series, or for Bonds of the 2000 Series, or for Bonds of the 2001 Series, or for Bonds of the 2002 Series, or for Bonds of the 2003 Series, or for Bonds of the 2003 Second Series, or for Bonds of the 2005 Series, or for Bonds of the 2006 Series, or for Bonds of the 2007 Series,

does not exceed

(f) an amount equal to one and sixty-six and two-thirds one hundredths per cent (1.66 $\frac{2}{3}$ %) of the greatest aggregate principal amount of Bonds of such Series theretofore at any one time outstanding, after making the deductions from said aggregate principal amount referred to in clause (b) of subparagraph (i) of this paragraph A,

the amount of available additions so made the basis of a credit against a sinking fund payment shall (but without limiting the use of the amount thereof in calculating any minimum provision for depreciation pursuant to the provisions of Subsection G of Section 1.10 of the Original Indenture as the same may be amended in accordance with the provisions of Section 1.08 of this Supplemental Indenture) be deemed to have been "included in an officers' certificate filed with the Trustee as the basis for a sinking fund credit" and to have been "made the basis for action or credit hereunder" as such term is defined in Subsection H of Section 1.10 of the Original Indenture.

B. From and after the time when all Bonds of any of the Series (other than Bonds of the 1996 Second Series and Bonds of the 1999 Series)

referred to in (a) of paragraph A immediately preceding shall cease to be outstanding, and in the case of Bonds of the 1996 Second Series from and after the time when the first Bond of the 1996 Second Series shall have been redeemed by operation of the sinking fund for Bonds of the 1996 Second Series and in the case of Bonds of the 1999 Series from and after the time when the first Bond of the 1999 Series shall have been redeemed by operation of the sinking fund for Bonds of the 1999 Series, a principal amount of Bonds equal to the excess of

(i) the aggregate principal amount of Bonds made the basis of a credit upon all sinking fund payments and/or redeemed by operation of the sinking fund for Bonds of such Series as set forth in said (a) in all years, over

(ii) the aggregate amounts set forth in (b) of paragraph A immediately preceding with reference to Bonds of such Series for all years,

shall become "available Bond retirements" as such term is defined in Section 1.10.J. of the Original Indenture and may thereafter be included in Item 4 (or, in the case of Bonds of the 1996 Second Series and Bonds of the 1999 Series, in Item 3) of any "certificate of available Bond retirements" thereafter delivered to and/or filed with the Trustee pursuant to Section 3.02 of the Original Indenture; and from and after the time when all Bonds of any of the Series referred to in (c) of paragraph A immediately preceding shall cease to be outstanding, a principal amount of Bonds equal to the excess of

(iii) the aggregate principal amount of Bonds made the basis of a credit upon all sinking fund payments and/or redeemed by operation of the sinking fund for Bonds of such Series as set forth in said (c) in all years, over

(iv) the aggregate amounts set forth in (d) of paragraph A immediately preceding with reference to Bonds of such Series for all years,

shall become "available Bond retirements" as such term is defined in Section 1.10.J. of the Original Indenture and may thereafter be included in Item 4 of any "certificate of available Bond retirements" thereafter delivered to and/or filed with the Trustee pursuant to Section 3.02 of the Original Indenture, and an amount of available additions equal to the excess of

(v) the aggregate amount of available additions made the basis of a credit against all sinking fund payments for Bonds of such Series as set forth in (e) of paragraph A immediately preceding in all years, over

(vi) the aggregate amounts set forth in (f) of paragraph A immediately preceding with reference to Bonds of such Series for all years,

shall become "available additions" as such term is defined in Section 1.10.I. of the Original Indenture and may thereafter be included in Item 5 of any "certificate of available additions" thereafter filed with the Trustee pursuant to Section 3.01 of the Original Indenture; provided, however, that the foregoing provisions of this paragraph B shall not become effective (except with respect to Bonds of the 1996 Second Series and Bonds of the 1999 Series, as to which such provisions shall become effective regardless of any consent of holders of any Bonds from and after the respective times when the first Bond of the 1996 Second Series shall have been redeemed by operation of the sinking fund for Bonds of the 1996 Second Series and when the first Bond of the 1999 Series shall have been redeemed by operation of the sinking fund for Bonds of the 1999 Series) unless and until the holders of not less than 75% in principal amount of Bonds then outstanding or their attorneys in fact duly authorized, including the holders of not less than 60% in principal amount of the Bonds then outstanding of each series the rights of the holders of which are affected, shall have consented to the amendments of Subsections G, H, I and J of Section 1.10 and of Sections 3.01, 3.03 and 4.03 of the Original Indenture and of Sections 1.03 of the various Supplemental Indentures referred to in Subsections II and III of Section 1.08 of this Supplemental Indenture.

SECTION 1.04. Notwithstanding the provisions of Section 4.07 of the Original Indenture, the provisions of Sections 4.04, 4.05, and 4.06 of the Original Indenture shall remain in full force and effect and shall be performed by the Company so long as any Bonds of the 1998 Series remain outstanding.

SECTION 1.05. The requirements which are stated in the next to the last paragraph of Section 1.13 and in Clause (9) of Paragraph A of Section 3.01 of the Original Indenture to be applicable so long as any of the Bonds of the

1975 Series are outstanding shall remain applicable so long as any of the Bonds of the 1998 Series are outstanding.

SECTION 1.06. Notwithstanding the provisions of Section 2.06 or Section 2.10 of the Original Indenture, the Company shall not be required (i) to issue, register, discharge from registration, exchange or transfer any Bond of the 1998 Series for a period of fifteen (15) days next preceding any selection by the Trustee of Bonds of the 1998 Series to be redeemed, or (ii) to register, discharge from registration, exchange or transfer any Bond of the 1998 Series so selected for redemption in its entirety or (iii) to exchange or transfer any portion of a Bond of the 1998 Series which portion has been so selected for redemption.

SECTION 1.07. So long as any Bonds of the 1998 Series remain outstanding, all references to the minimum provision for depreciation in the form of certificate of available additions set forth in Section 3.03 of the Original Indenture shall be included in any certificate of available additions filed with the Trustee, but whenever Bonds of the 1998 Series shall no longer be outstanding, all references to such minimum provisions for depreciation may be omitted from any such certificate.

SECTION 1.08. I. Each holder of any Bond of the 1998 Series, by his acceptance of such Bond shall thereby consent that, at any time after the requisite consents, if any, of the holders of Bonds of other series shall have been given as hereinafter provided, Subsections A and G of Section 1.10 of the Original Indenture be amended so as to read as follows:

"A. The term 'bondable public utility property' shall mean and comprise any tangible property now owned or hereafter acquired by the Company and subjected to the lien of this Indenture, which is located in the States of Oregon, Washington, California, Arizona, New Mexico, Idaho, Montana, Wyoming, Utah and Nevada and is used or is useful to it in the business of furnishing or distributing electricity for heat, light or power or other use, or supplying hot water or steam for heat or power or steam for other purposes, including, without limiting the generality of the foregoing, all properties necessary or appropriate for purchasing, generating, manufacturing, producing, transmitting, supplying, distributing and/or disposing of electricity, hot water or steam, provided, however, that the term 'bondable public utility prop-

erty' shall not be deemed to include any nonbondable property, as defined in Subsection B of this Section 1.10, or any excepted property."

"G. The term 'minimum provision for depreciation' for the period from March 31, 1945 through December 31, 1966, as applied to bondable public utility property, whether or not subject to a prior lien, shall mean \$35,023,487.50.

"The term 'minimum provision for depreciation' for any calendar year subsequent to December 31, 1966, as applied to bondable public utility property, shall mean the greater of (i) an amount equal to 2% of depreciable bondable public utility property, as shown by the books of the Company as of January 1 of such year, with respect to which the Company was as of that date required, in accordance with sound accounting practice, to make appropriations to a reserve or reserves for depreciation or obsolescence, or (ii) the amount actually appropriated by the Company on its books of account to a reserve or reserves for depreciation or obsolescence in respect of depreciable bondable public utility property for such calendar year, in either case less an amount equal to the aggregate of (a) the amount of any property additions which during such calendar year were included in an officers' certificate filed with the Trustee as the basis for a sinking fund credit pursuant to the provisions of a sinking fund for Bonds of any series, and (b) 166⅔% of the principal amount of Bonds of any series which shall have been delivered to the Trustee as a credit, or which the Company shall have elected to apply as a credit, against any sinking fund payment due during such calendar year for Bonds of any series, or which shall have been redeemed in anticipation of, or out of moneys paid to the Trustee on account of, any sinking fund payment due during such calendar year for Bonds of any series. Bonds delivered to the Trustee as, or applied as, a credit against any sinking fund payment and Bonds redeemed in anticipation of any sinking fund payment, regardless of the time when they were actually delivered, applied or redeemed, for purposes of the preceding sentence shall be deemed to have been delivered, applied or redeemed, as the case may be, on the sinking fund payment date when such sinking fund payment was due. Bonds redeemed out of moneys paid to the Trustee on account of any sinking fund payment shall, regardless of the date when they were redeemed, for purposes of the

second preceding sentence, be deemed to have been redeemed on the later of (i) the date on which such moneys were paid to the Trustee or (ii) the sinking fund payment date when such sinking fund payment was due.

"The minimum provision for depreciation for any calendar year subsequent to December 31, 1966, as applied to bondable public utility property not subject to a prior lien, shall be determined as set forth in the paragraph immediately preceding, except that all references therein to 'depreciable bondable public utility property' shall be deemed to be to 'depreciable bondable public utility property not subject to a prior lien'.

"The minimum provision for depreciation as applied to bondable public utility property and the minimum provision for depreciation as applied to bondable public utility property not subject to a prior lien for any period commencing subsequent to December 31, 1966 which is of twelve whole calendar months' duration but is other than a calendar year or which is of less than twelve whole calendar months' duration shall be determined by multiplying the number of whole calendar months in such period by one-twelfth of the corresponding minimum provision for depreciation for the most recent calendar year completed prior to the end of such period, and fractions of a calendar month shall be disregarded.

"The aggregate amount of the minimum provision for depreciation as applied to bondable public utility property and the aggregate amount of the minimum provision for depreciation as applied to bondable public utility property not subject to a prior lien from March 31, 1945 to any date shall be the sum of the corresponding minimum provision for depreciation for each completed calendar year between December 31, 1966 and such date, plus the corresponding minimum provision for depreciation for the period, if any, from the end of the most recent such completed calendar year to such date, in each case determined as set forth above, plus \$35,023,487.50.

"All Bonds credited against any sinking fund payment due subsequent to December 31, 1966 for Bonds of any series and (except as provided in Section 9.04 with respect to Bonds on which a notation of partial payment shall be made) all Bonds redeemed in anticipation of or out of moneys paid to the Trustee as a part of any sinking fund

payment due subsequent to December 31, 1966 for Bonds of any series, shall be cancelled and no such Bonds, nor any property additions which, subsequent to December 31, 1966, shall have been included in an officers' certificate filed with the Trustee as the basis for a sinking fund credit pursuant to the provisions of a sinking fund for Bonds of any series, shall be made the basis of the authentication and delivery of Bonds or of any other further action or credit hereunder."

II. Each holder of any Bond of the 1998 Series, by his acceptance of such Bond shall thereby consent that, at any time after the requisite consents, if any, of the holders of Bonds of other series shall have been given as hereinafter provided:

(1) Subsection A of Section 1.10 of the Original Indenture, as the same may be amended as hereinabove in this Section 1.08 provided, be further amended by replacing the word "and" between the words "Utah" and "Nevada" with a comma and by adding after the word "Nevada" the words "and Alaska";

(2) Subsection G of Section 1.10 of the Original Indenture, as the same may be amended as hereinabove in this Section 1.08 provided, be further amended by amending the second paragraph thereof to read as follows:

"The term 'minimum provision for depreciation' for any calendar year subsequent to December 31, 1966, as applied to bondable public utility property, shall mean the greater of (i) an amount equal to 2% of depreciable bondable public utility property, as shown by the books of the Company as of January 1 of such year, with respect to which the Company was as of that date required, in accordance with sound accounting practice, to make appropriations to a reserve or reserves for depreciation or obsolescence, or (ii) the amount actually appropriated by the Company on its books of account to a reserve or reserves for depreciation or obsolescence in respect of depreciable bondable public utility property for such calendar year, in either case less an amount equal to the aggregate of (a) the amount of any property additions which during such calendar year were included in an officers' certificate filed with the Trustee as the basis for a sinking fund credit pursuant to the provisions of a sinking fund for Bonds of any series and which as a result of having been so included have been deemed, either without time

limit or only so long as any Bonds of such series are outstanding, to have been 'included in an officers' certificate filed with the Trustee as the basis for a sinking fund credit' and to have been 'made the basis for action or credit hereunder' as such term is defined in Subsection H of Section 1.10 of the Original Indenture, and (b) 166 $\frac{2}{3}$ % of the principal amount of Bonds of any series which shall have been delivered to the Trustee as a credit, or which the Company shall have elected to apply as a credit, against any sinking fund payment due during such calendar year for Bonds of any series, or which shall have been redeemed in anticipation of, or out of moneys paid to the Trustee on account of, any sinking fund payment due during such calendar year for Bonds of any series and which as a result of having been so made the basis of a credit upon a sinking fund payment and/or so redeemed by operation of a sinking fund shall have been disqualified, either without time limit or only so long as any Bonds of such series are outstanding, from being made the basis of the authentication and delivery of Bonds or of any other further action or credit under the Original Indenture or any supplemental indenture. Bonds delivered to the Trustee as, or applied as, a credit against any sinking fund payment and Bonds redeemed in anticipation of any sinking fund payment, regardless of the time when they were actually delivered, applied or redeemed, for purposes of the preceding sentence shall be deemed to have been delivered, applied or redeemed, as the case may be, on the sinking fund payment date when such sinking fund payment was due. Bonds redeemed out of moneys paid to the Trustee on account of any sinking fund payment shall, regardless of the date when they were redeemed, for purposes of the second preceding sentence, be deemed to have been redeemed on the later of (i) the date on which such moneys were paid to the Trustee or (ii) the sinking fund payment date when such sinking fund payment was due."

(3) Subsection G of Section 1.10 of the Original Indenture, as the same may be amended as hereinabove in this Section 1.08 provided, be further amended by deleting therefrom the last two paragraphs thereof and inserting therein a new last paragraph to read as follows:

"The aggregate amount of the minimum provision for depreciation as applied to bondable public utility property and the aggregate amount of the minimum provision for depreciation as applied to

bondable public utility property not subject to a prior lien from March 31, 1945 to any date shall be the sum of the corresponding minimum provision for depreciation for each completed calendar year between December 31, 1966 and such date, plus (1) the corresponding minimum provision for depreciation for the period, if any, from the end of the most recent such completed calendar year to such date, in each case determined as set forth above, plus (2) \$35,023,487.50, plus (3) an amount equal to the aggregate of (a) the amount of any property additions which, between December 31, 1966 and such date, became property additions of the character described in clause (a) of the second paragraph of this Subsection G and which, thereafter, also between December 31, 1966 and such date, became 'available additions' as a result of the fact that all Bonds of such series ceased to be outstanding, and (b) 166⅔% of the principal amount of Bonds of any series which, between December 31, 1966 and such date, become Bonds of the character described in clause (b) of the second paragraph of this Subsection G and which, thereafter, also between December 31, 1966 and such date, became 'available Bond retirements' as a result of the fact that all Bonds of such series ceased to be outstanding."

III. Each holder of any Bond of the 1998 Series, by his acceptance of such Bond, shall thereby consent that, at any time after the requisite consents, if any, of the holders of Bonds of other series shall have been given as hereinafter provided:

(1) the subparagraph numbered (3) of the third paragraph of Section 1.03 of each of the Sixteenth and the Eighteenth through the Twenty-first Supplemental Indentures and the third paragraph of Section 1.03 of the Twenty-second Supplemental Indenture be amended by inserting before the words "any available additions thus shown as a credit" the phrase "provided, however, that so long as any Bonds of the Series are outstanding" and inserting in the blank space of such phrase the applicable designation of the series of Bonds created by such supplemental indenture;

(2)(i) the fifth paragraph of Section 1.03 of the Ninth through the Sixteenth Supplemental Indentures and the Eighteenth through the Twenty-second Supplemental Indentures, which begins with the words "All Bonds made the basis of a credit upon any sinking fund payment for Bonds", (ii) Section 1.03 of the Seventeenth, Twenty-third and

Twenty-fourth Supplemental Indentures, (iii) the last sentence of the fourth paragraph of Section 1.03 of the First, Third, Fifth, Sixth and Seventh Supplemental Indentures, which begins with the words "All Bonds delivered to the Trustee as part of or to anticipate any sinking fund payment" and (iv) the last sentence of the fourth paragraph of Section 4.03 of the Original Indenture, which begins with the words "All Bonds delivered to the Trustee as part of or to anticipate any sinking fund payment", each be amended so as to read as follows:

"All Bonds made the basis of a credit upon any sinking fund payment, and/or (except with respect to Bonds on which a notation of partial payment shall be made as permitted by any provision of the Original Indenture, of any supplemental indenture or of any agreement entered into as permitted by the Original Indenture or by any supplemental indenture) redeemed (whether on any sinking fund payment date or in anticipation of any such sinking fund payment) by operation of the sinking fund, for Bonds of the 1975 Series, or for Bonds of the 1977 Series, or for Bonds of the 1977 Second Series, or for Bonds of the 1984 Series, or for Bonds of the 1986 Series, or for Bonds of the 4½% Series due 1987, or for Bonds of the 1990 Series, or for Bonds of the 1991 Series, or for Bonds of the 4½% Series due 1993, or for Bonds of the 4½% Series due 1993, or for Bonds of the 1994 Series, or for Bonds of the 1995 Series, or for Bonds of the 1996 Series, or for Bonds of the 1997 Series, or for Bonds of the 2000 Series, or for Bonds of the 2001 Series, or for Bonds of the 2002 Series, or for Bonds of the 2003 Series, or for Bonds of the 2003 Second Series if not theretofore cancelled shall be cancelled and, except as otherwise provided in the supplemental indenture creating such series of Bonds, or in another supplemental indenture amending such supplemental indenture, so long as any Bonds of such series are outstanding shall not (but without limiting the use of the principal amount thereof in calculating any minimum provision for depreciation pursuant to the provisions of Subsection G of Section 1.10 of the Original Indenture as the same may be amended in accordance with the provisions of any supplemental indenture) be made the basis of the authentication and delivery of Bonds or of any further action or credit under the Original Indenture or any supplemental indenture.

"To the extent that

(a) in any given year the principal amount of Bonds made the basis of a credit upon any sinking fund payment, and/or redeemed (whether on a sinking fund payment date or in anticipation of a sinking fund payment) by operation of the sinking fund, for Bonds of the 1975 Series, or for Bonds of the 1977 Series, or for Bonds of the 1977 Second Series, or for Bonds of the 1984 Series, or for Bonds of the 1986 Series, or for Bonds of the 4½% Series due 1987, or for Bonds of the 1990 Series, or for Bonds of the 1991 Series, or for Bonds of the 4½% Series due 1993, or for Bonds of the 4½% Series due 1993, or for Bonds of the 1994 Series, or for Bonds of the 1995 Series or for Bonds of the 1996 Series,

does not exceed

(b) an amount equal to 1% of the greatest aggregate principal amount of Bonds of such Series theretofore at any one time outstanding, after deducting from said aggregate principal amount the sum of the following amounts, in the event that such sum would equal \$500,000 or more, namely, (1) the aggregate principal amount of Bonds of such Series theretofore redeemed by the application of the proceeds of property released from the lien of the Original Indenture or taken or purchased pursuant to the provisions of Article Six of the Original Indenture, and (2) the aggregate principal amount of Bonds of such Series theretofore redeemed and retired and made the basis for the withdrawal of such proceeds pursuant to Section 7.03 of the Original Indenture or certified pursuant to Section 6.06 of the Original Indenture in lieu of the deposit of cash upon the release or taking of property; and

to the extent that

(c) in any given year the principal amount of Bonds made the basis of a credit upon any sinking fund payment, and/or redeemed (whether on a sinking fund payment date or in anticipation of a sinking fund payment) by operation of the sinking fund, for Bonds of the 1997 Series, or for Bonds of the

2000 Series, or for Bonds of the 2001 Series, or for Bonds of the 2002 Series, or for Bonds of the 2003 Series, or for Bonds of the 2003 Second Series, does not exceed

(d) an amount equal to (1) 1% of the greatest aggregate principal amount of Bonds of such Series theretofore at any one time outstanding, after making the deductions from said aggregate principal amount referred to in clause (b) of this paragraph, minus (2) 60% of the amount of available additions made the basis of a credit against such sinking fund payment,

the principal amount of Bonds so made the basis of a credit upon a sinking fund payment and/or so redeemed by operation of the sinking fund for Bonds of such Series shall not (but without limiting the use of the principal amount thereof in calculating any minimum provision for depreciation pursuant to the provisions of Subsection G of Section 1.10 of the Original Indenture as the same may be amended in accordance with the provisions of any supplemental indenture) be made the basis of the authentication and delivery of Bonds or of any other further action or credit under the Original Indenture or any supplemental indenture; and

to the extent that

(e) in any given year the amount of available additions made the basis of a credit against any sinking fund payment for Bonds of the 1997 Series, or for Bonds of the 2000 Series, or for Bonds of the 2001 Series, or for Bonds of the 2002 Series, or for Bonds of the 2003 Series, or for Bonds of the 2003 Second Series, does not exceed

(f) an amount equal to one and sixty-six and two-thirds one hundredths per cent. (1.66 $\frac{2}{3}$ %) of the greatest aggregate principal amount of Bonds of such Series theretofore at any one time outstanding, after making the deductions from said aggregate principal amount referred to in clause (b) of this paragraph.

the amount of available additions so made the basis of a credit against a sinking fund payment shall (but without limiting the use of the amount thereof in calculating any minimum provision for depreciation pursuant to the provisions of Subsection G of Section 1.10 of the Original Indenture as the same may be amended in accordance with the provisions of any supplemental indenture) be deemed to have been 'included in an officers' certificate filed with the Trustee as the basis for a sinking fund credit' and to have been 'made the basis for action or credit hereunder' as such term is defined in Subsection H of Section 1.10 of the Original Indenture.

"From and after the time when all Bonds of any of the Series referred to in (a) of the paragraph immediately preceding shall cease to be outstanding, a principal amount of Bonds equal to the excess of

(i) the aggregate principal amount of Bonds made the basis of a credit upon all sinking fund payments and/or redeemed by operation of the sinking fund for Bonds of such Series as set forth in said (a) in all years, over

(ii) the aggregate amounts set forth in (b) of the paragraph immediately preceding with reference to Bonds of such Series for all years,

shall become 'available Bond retirements' as such term is defined in Section 1.10 J. of the Original Indenture and may thereafter be included in Item 4 of any 'certificate of available Bond retirements' thereafter delivered to and/or filed with the Trustee pursuant to Section 3.02 of the Original Indenture; and from and after the time when all Bonds of any of the Series referred to in (c) of the paragraph immediately preceding shall cease to be outstanding, a principal amount of Bonds equal to the excess of

(iii) the aggregate principal amount of Bonds made the basis of a credit upon all sinking fund payments and/or redeemed by operation of the sinking fund for Bonds of such Series as set forth in said (c) in all years, over

(iv) the aggregate amounts set forth in (d) of the paragraph immediately preceding with reference to Bonds of such Series for all years,

shall become 'available Bond retirements' as such term is defined in Section 1.10.J. of the Original Indenture and may thereafter be included in Item 4 of any 'certificate of available Bond retirements' thereafter delivered to and/or filed with the Trustee pursuant to Section 3.02 of the Original Indenture, and an amount of available additions equal to the excess of

(v) the amount of available additions made the basis of a credit against all sinking fund payments for Bonds of such Series as set forth in (e) of the paragraph immediately preceding in all years, over

(vi) the aggregate amounts set forth in (f) of the paragraph immediately preceding with reference to Bonds of such Series for all years,

shall become 'available additions' as such term is defined in Section 1.10.I. of the Original Indenture and may thereafter be included in Item 5 of any 'certificate of available additions' thereafter filed with the Trustee pursuant to Section 3.01 of the Original Indenture.";

(3) Subsection H of Section 1.10 of the Original Indenture be amended by inserting before the semicolon preceding clause (ii) thereof, and as a part of clause (1) thereof, the words "if, to the extent that, and so long as, the provisions of this Indenture or any supplemental indentures creating or providing for any such fund or any supplemental indentures amending the provisions creating or providing for any such fund shall preclude the use of property additions so included in an officers' certificate as the basis for further action or credit hereunder"; Subsection I of Section 1.10 of the Original Indenture be amended by changing the reference therein from "Item 5" to "Item 7"; and Subsection J of Section 1.10 of the Original Indenture be amended by changing the reference therein from "Item 4" to "Item 5";

(4) paragraph (3) of Section 3.01(A) of the Original Indenture be amended by changing the period at the end thereof to a comma and

adding the following words thereto: "except to the extent otherwise provided in this Indenture or in any supplemental indenture";

(5) the Certificate of Available Additions set forth in Section 3.03A of the Original Indenture be amended by

(i) adding new paragraphs (5) and (6) thereto immediately preceding existing paragraph (5) thereof, as follows:

"(5) The aggregate amount, if any, of available additions included in Item 4 above which were so included because the same were made the basis of a credit upon any sinking fund payment for Bonds of any series and which have subsequently again become 'available additions' as a result of the fact that all Bonds of such series ceased to be outstanding, is \$....."

"(6) The aggregate amount of available additions heretofore made the basis for action or credit under said Indenture of Mortgage and which have not subsequently again become 'available additions' as set forth in Item 5 above, namely Item 4 above minus Item 5 above is \$....."

(ii) renumbering existing paragraph (5) as paragraph (7) and changing the references in renumbered paragraph (7) from "Item 3 above minus Item 4 above" to "Item 3 above minus Item 6 above";

(iii) renumbering existing paragraphs (6) and (7) as paragraphs (8) and (9) and changing the references in renumbered paragraph (9) from "Item 5 above minus Item 6 above" to "Item 7 above minus Item 8 above", and

(iv) deleting "Item 7 above" in the second line of the paragraph immediately succeeding renumbered paragraph (9) and substituting "Item 9 above" therefor; and

(6) the Certificate of Available Bond Retirements set forth in Section 3.03B of the Original Indenture be amended by

(i) adding a new paragraph (4) thereto immediately preceding the existing paragraph (4) thereof, as follows:

"(4) The aggregate amount, if any, of Bonds previously made the basis of a credit upon any sinking fund payment for Bonds of any series, and/or redeemed (whether on a sinking fund payment date or in anticipation of a sinking fund payment) by operation of the sinking fund for Bonds of such series, which have subsequently become 'available Bond retirements' as a result of the fact that all Bonds of such series ceased to be outstanding is \$....."

(ii) renumbering the existing paragraph (4) as paragraph (5) and revising the same to read as follows: "The amount of presently available Bond retirements, namely the sum of Items (1), (2), (3) and (4) above, is \$....."

(iii) renumbering the existing paragraphs (5) and (6) as (6) and (7), respectively, and changing the reference in renumbered paragraph (7) from "Item 4 minus Item 5" to "Item 5 minus Item 6"

IV. The amendments of Subsections A, G, H, I and/or J of Section 1.10 of the Original Indenture, of Sections 3.01, 3.03 and/or 4.03 of the Original Indenture and/or of Section 1.03 of the First, Third, Fifth, Sixth, Seventh and Ninth through Twenty-fourth Supplemental Indentures set forth above shall, subject to the Company and the Trustee, in accordance with the provisions of Section 17.02 of the Original Indenture, entering into an indenture or indentures supplemental to the Original Indenture for the purpose of so amending said Subsections A, G, H, I and/or J, Section 3.01, 3.03 and/or 4.03 and/or Sections 1.03, become effective at such time as the holders of not less than 75% in principal amount of Bonds then outstanding or their attorneys in fact duly authorized, including the holders of not less than 60% in principal amount of the Bonds then outstanding of each series the rights of the holders of which are affected by such amendment, shall have consented to such amendment. No further vote or consent of the

holders of Bonds of the 1998 Series shall be required to permit such amendments to become effective and in determining whether the holders of not less than 75% in principal amount of Bonds outstanding at the time such amendments become effective have consented thereto, the holders of all Bonds of the 1998 Series then outstanding shall be deemed to have so consented.

SECTION 1.09. This Article shall be of force and effect only so long as any Bonds of the 1998 Series are outstanding.

ARTICLE TWO.

TRUSTEE.

SECTION 2.01. The Trustee hereby accepts the trust hereby created. The Trustee undertakes, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, to perform such duties and only such duties as are specifically set forth in the Original Indenture as heretofore and hereby supplemented and modified, on and subject to the terms and conditions set forth in the Original Indenture as so supplemented and modified, and in case of the occurrence of an event of default (which has not been cured) to exercise such of the rights and powers vested in it by the Original Indenture as so supplemented and modified, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the Bonds issued hereunder or the due execution thereof by the Company. The Trustee shall be under no obligation or duty with respect to the filing, registration, or recording of this Supplemental Indenture or the re-filing, re-registration, or re-recording thereof. The recitals of fact contained herein or in the Bonds (other than the Trustee's authentication certificate) shall be taken as the statements solely of the Company, and the Trustee assumes no responsibility for the correctness thereof.

ARTICLE THREE.**MISCELLANEOUS PROVISIONS.**

SECTION 3.01. Although this Supplemental Indenture, for convenience and for the purpose of reference, is dated November 1, 1978, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgements hereto annexed.

SECTION 3.02. This Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture as heretofore supplemented and modified, and as supplemented and modified hereby, the Original Indenture as heretofore supplemented and modified is in all respects ratified and confirmed, and the Original Indenture as heretofore and hereby supplemented and modified shall be read, taken and construed as one and the same instrument. All terms used in this Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture except in cases where the context clearly indicates otherwise.

SECTION 3.03. In case any one or more of the provisions contained in this Supplemental Indenture or in the Bonds or coupons shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture, but this Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

SECTION 3.04. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Portland General Electric Company has caused this Supplemental Indenture to be signed in its corporate name by its President or its Executive Vice President or one of its Senior Vice Presidents or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries, and in token of its acceptance of the trusts created hereunder, Marine Midland Bank (formerly The Marine Midland Trust Company of New York) has caused this Supplemental Indenture to be signed in its corporate name by one of its

Assistant Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Corporate Trust Officers, all as of the day and year first above written.

PORTLAND GENERAL ELECTRIC COMPANY,

By E. J. [Signature]
Vice President.

Attest:

H. H. [Signature]
Secretary.

Signed, sealed and delivered by
PORTLAND GENERAL ELECTRIC COMPANY
in the presence of:

Walter A. Mack
Michael E. McCoy

[SEAL]

MARINE MIDLAND BANK,

By Richard D. R.
Assistant Vice President.

Attest:

Thomas W. Perrin
Corporate Trust Officer.

Signed, sealed and delivered by
MARINE MIDLAND BANK
in the presence of:

[Signature]
[Signature]

[SEAL]

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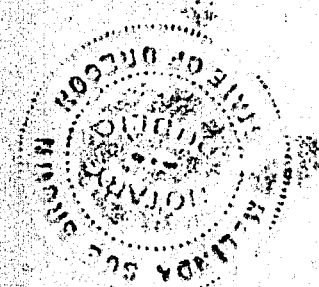
STATE OF OREGON,
COUNTY OF MULTNOMAH, } ss.:

The foregoing instrument was acknowledged before me on this 27th day of November, 1978 by *Ed Willifong*, Vice President of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, on behalf of said corporation.

Melinda Sue Brainer

Notary Public for Oregon
My Commission Expires Nov 15, 1981

[NOTARIAL SEAL]

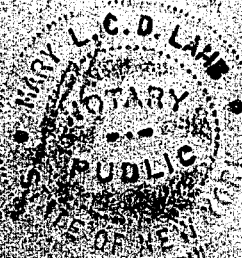


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STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

The foregoing instrument was acknowledged before me on this 28th day of November, 1978 by **RICHARD D. REIL**, Assistant Vice President of MARINE MIDLAND BANK, a New York corporation, on behalf of said corporation.



[NOTARIAL SEAL]

Mary L. C. D. Lamb
MARY L. C. D. LAMB
Notary Public, State of New York
No. 31-4655216
Qualified in New York County
Commission Expires March 30, 1979

STATE OF OREGON,
COUNTY OF MULTNOMAH, } ss.:
E. F. WILDFONG

and A. A. Phillips, a Vice President and the Secretary, respectively, of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, the mortgagor in the foregoing mortgage named, being first duly sworn, on oath depose and say that they are the officers above-named of said corporation and that this affidavit is made for and on its behalf by authority of its Board of Directors and that the aforesaid mortgage is made by said mortgagor in good faith, and without any design to hinder, delay or defraud creditors.

E. F. Wildfong
A. A. Phillips

Subscribed and sworn to before me this 27 day of November, 1978.

Notary Public for Oregon
My Commission Expires Nov. 15, 1981

[NOTARIAL SEAL]

STATE OF OREGON; COUNTY OF KLAMATH; ss.

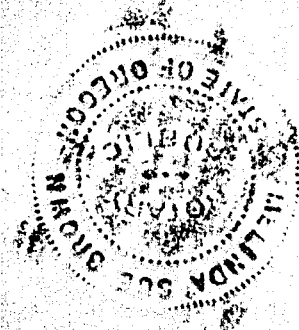
Filed for record 288887

this 29th day of December A. D. 1978 at 9:09 o'clock A.M., and
duly recorded in Vol. M-78, of Mortgages on Page 28887

Fee \$126.00

W. D. MILNE, County Clerk

Jaqueline J. Mettler



Ret.
Portland General Electric
Mary Jo Jones, Treasurer's Dept.
121 S. W. Salmon Street
Portland, Or. 97204