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**RECORDING COVER SHEET**

AFTER RECORDING, RETURN TO:

William L. Rodgers  
Stoel Rives LLP  
900 SW 5<sup>th</sup> Avenue, #2600  
Portland, OR 97204

State of Oregon, County of Klamath

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Linda Smith, County Clerk

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**PORTLAND GENERAL ELECTRIC COMPANY**

**TO**

**HSBC BANK USA**  
**(FORMERLY THE MARINE MIDLAND TRUST**  
**COMPANY OF NEW YORK)**  
*Trustee*

**Fifty-first Supplemental Indenture**  
**Dated October 1, 2002**

**\$100,000,000 First Mortgage Bonds,**  
**5.6675% Series due 2012**

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

*Recorded in Book M-66, Page 4024*  
*Klamath County, Oregon*

**THIS INSTRUMENT GRANTS A SECURITY INTEREST BY A TRANSMITTING UTILITY.**  
**THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS.**

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This **FIFTY-FIRST SUPPLEMENTAL INDENTURE** (hereinafter this "Supplemental Indenture"), dated October 1, 2002 is made by and between Portland General Electric Company, an Oregon corporation (hereinafter called the "Company"), and HSBC Bank USA (formerly The Marine Midland Trust Company of New York), a New York banking corporation and trust company (hereinafter called the "Trustee").

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, 3-1/8% 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 follows:

<u>Supplemental Indenture</u>	<u>Dated</u>	<u>Series Designation</u>	<u>Principal Amount</u>
First	11-1-47	3-1/2 % Series due 1977	\$ 6,000,000 (1)
Second	11-1-48	3-1/2 % Series due 1977	4,000,000 (1)
Third	5-1-52	3-1/2 % Second Series due 1977	4,000,000 (1)
Fourth	11-1-53	4-1/8 % Series due 1983	8,000,000 (2)
Fifth	11-1-54	3-3/8 % Series due 1984	12,000,000 (1)
Sixth	9-1-56	4-1/4 % Series due 1986	16,000,000 (1)
Seventh	6-1-57	4-7/8 % Series due 1987	10,000,000 (1)
Eighth	12-1-57	5-1/2 % Series due 1987	15,000,000 (3)
Ninth	6-1-60	5-1/4 % Series due 1990	15,000,000 (1)
Tenth	11-1-61	5-1/8 % Series due 1991	12,000,000 (1)
Eleventh	2-1-63	4-5/8 % Series due 1993	15,000,000 (1)
Twelfth	6-1-63	4-3/4 % Series due 1993	18,000,000 (1)
Thirteenth	4-1-64	4-3/4 % Series due 1994	18,000,000 (1)
Fourteenth	3-1-65	4.70 % Series due 1995	14,000,000 (1)
Fifteenth	6-1-66	5-7/8 % Series due 1996	12,000,000 (1)
Sixteenth	10-1-67	6.60 % Series due October 1, 1997	24,000,000 (1)

<u>Supplemental Indenture</u>	<u>Dated</u>	<u>Series Designation</u>	<u>Principal Amount</u>
Seventeenth	4-1-70	8-3/4 % Series due April 1, 1977	20,000,000 (1)
Eighteenth	11-1-70	9-7/8 % Series due November 1, 2000	20,000,000 (4)
Nineteenth	11-1-71	8 % Series due November 1, 2001	20,000,000 (4)
Twentieth	11-1-72	7-3/4 % Series due November 1, 2002	20,000,000 (4)
Twenty-first	4-1-73	7.95 % Series due April 1, 2003	35,000,000 (4)
Twenty-second	10-1-73	8-3/4 % Series due October 1, 2003	17,000,000 (4)
Twenty-third	12-1-74	10-1/2 % Series due December 1, 1980	40,000,000 (1)
Twenty-fourth	4-1-75	10 % Series due April 1, 1982	40,000,000 (1)
Twenty-fifth	6-1-75	9-7/8 % Series due June 1, 1985	27,000,000 (1)
Twenty-sixth	12-1-75	11-5/8 % Series due December 1, 2005	50,000,000 (4)
Twenty-seventh	4-1-76	9-1/2 % Series due April 1, 2006	50,000,000 (4)
Twenty-eighth	9-1-76	9-3/4 % Series due September 1, 1996	62,500,000 (4)
Twenty-ninth	6-1-88	8-3/4 % Series due June 1, 2007	50,000,000 (4)
Thirtieth	10-1-78	9.40 % Series due January 1, 1999	25,000,000 (4)
Thirty-first	11-1-78	9.80 % Series due November 1, 1998	50,000,000 (4)
Thirty-second	2-1-80	13-1/4 % Series due February 1, 2000	55,000,000 (4)
Thirty-third	8-1-80	13-7/8 % Series due August 1, 2010	75,000,000 (4)
Thirty-sixth	10-1-82	13-1/2 % Series due October 1, 2012	75,000,000 (4)
Thirty-seventh	11-15-84	11-5/8 % Extendable Series A due November 15, 1999	75,000,000 (4)
Thirty-eighth	6-1-85	10-3/4 % Series due June 1, 1995	60,000,000 (4)
Thirty-ninth	3-1-86	9-5/8 % Series due March 1, 2016	100,000,000 (4)
Fortieth	10-1-90	Medium Term Note Series	200,000,000
Forty-first	12-1-91	Medium Term Note Series I	150,000,000
Forty-second	4-1-93	7-3/4 % Series due April 15, 2023	150,000,000
Forty-third	7-1-93	Medium Term Notes Series II	75,000,000
Forty-fourth	8-1-94	Medium Term Notes Series III	75,000,000 (1)
Forty-fifth	5-1-95	Medium Term Notes Series IV	75,000,000
Forty-sixth	8-1-96	Medium Term Notes Series V	50,000,000 (1)
Forty-seventh	12-14-01	Second Series due 2002	150,000,000

<u>Supplemental Indenture</u>	<u>Dated</u>	<u>Series Designation</u>	<u>Principal Amount</u>
Forty-eighth	6-1-02	Collateral Series due 2003	72,000,000
Forty-ninth	6-1-02	Second Collateral Series due 2003	150,000,000
Fiftieth	10-1-02	8-1/8 % Series Due 2010	150,000,000

- (1) Paid in full at maturity.
- (2) This entire issue of Bonds was redeemed out of proceeds from the sale of First Mortgage Bonds, 3-3/8% Series due 1984.
- (3) This entire issue of Bonds was redeemed out of proceeds from the sale of First Mortgage Bonds, 4-5/8% Series due 1993.
- (4) Redeemed in full prior to maturity.

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 $\frac{7}{8}$ % Series due 1987," "Bonds of the 5 $\frac{1}{2}$ % Series due 1987," "Bonds of the 1990 Series," "Bonds of the 1991 Series," "Bonds of the 4 $\frac{5}{8}$ % Series due 1993," "Bonds of the 4 $\frac{3}{4}$ % 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," "Bonds of the 1999 Series," "Bonds of the 1998 Series," "Bonds of the 2000 Second Series," "Bonds of the 2010 Series," "Bonds of the 2012 Series," "Bonds of the Extendable Series A," "Bonds of the 1995 Second Series," "Bonds of the 2016 Series," "Bonds of the Medium Term Note Series," "Bonds of the Medium Term Note Series I," "Bonds of the 2023 Series," "Bonds of the Medium Term Note Series II," "Bonds of the Medium Term Note Series III," "Bonds of the Medium Term Note Series IV," "Bonds of the Medium Term Note Series V," "Bonds of the 2002 Second Series," "Bonds of the Collateral Series," "Bonds of the Second Collateral Series," and "Bonds of the 2010 Second 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 has heretofore executed and delivered to the Trustee fifty supplemental indentures amending in certain respects the Original Indenture (such Original Indenture as so supplemented and amended is hereinafter referred to as the "Mortgage"); and

WHEREAS, the Company desires to further amend the Mortgage in certain respects pursuant to Section 17.01 of the Original Indenture, and the Trustee has agreed to such amendments; and

WHEREAS, the Company desires to provide for the creation of a new series of bonds to be known as "First Mortgage Bonds, 5.6675% Series due 2012" (sometimes herein referred to as the "Bonds of the 2012 Second Series"), and to specify the form and provisions of the Bonds of the 2012 Second Series, and to mortgage, pledge, convey, transfer or assign to the Trustee and to subject to the lien of the Mortgage 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 \$100,000,000 aggregate principal amount of Bonds of the 2012 Second Series under and in accordance with the terms of the Mortgage and this Supplemental Indenture (the Mortgage as so supplemented and amended by this Supplemental Indenture hereinafter referred to as the "Indenture"); and

WHEREAS, the Bonds of the 2012 Second Series and the Trustee's authentication certificate to be executed on the Bonds of the 2012 Second Series are to be substantially in the following forms, respectively:

(Form of Bond of the 5.6675% Series due 2012)  
[Face of Bond]

**THIS BOND HAS BEEN PURCHASED FOR INVESTMENT AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS BOND NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE OFFERED, RESOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS.**

Financial Guaranty Insurance Policy No. 20049BE, or any successor policy (the "Policy"), with respect to payments due for principal of and interest on this bond has been issued by Ambac Assurance Corporation ("Ambac"). The Policy has been delivered to The Bank of New York, New York, New York, as the Insurance Trustee under said Policy and will be held by such Insurance Trustee or any successor insurance trustee. The Policy is on file and available for inspection at the principal office of the Insurance Trustee and a copy thereof may be secured from Ambac or the Insurance Trustee. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this bond acknowledges and consents to the rights, including subrogation rights, of Ambac as more fully set forth in the Policy and the Indenture.

No. \_\_\_\_\_

\$ \_\_\_\_\_

PORTLAND GENERAL ELECTRIC COMPANY  
FIRST MORTGAGE BOND, 5.6675% SERIES DUE 2012

Portland General Electric Company, an Oregon corporation (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to \_\_\_\_\_, or registered assigns, the principal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) on October 25, 2012 (the "Maturity Date"), except to the extent redeemed or repaid prior to the Maturity Date, and to pay interest thereon semi-annually on October 15 and April 15 (each an "Interest Payment Date") each year at the rate of 5.6675% per annum (calculated on the basis of a 360-day year of twelve 30-day months), for the period ("Interest Period") from the October 15 or April 15, as the case may be, next preceding the date hereof to which interest has been paid, or, if the date hereof is an October 15 or April 15 to which interest has been paid, from the date hereof, or, if the date hereof is prior to April 15, 2003, from the date hereof, except that from April 15, 2012 the Interest Period shall extend to and the Interest Payment Date shall be the Maturity Date, *provided, however*, that if and to the extent the Company shall default in payment of the interest due on such October 15 or April 15, 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 April 15, 2003, then from the date hereof, until payment of the principal hereof has been made or duly provided for. If the Maturity Date or an Interest Payment Date falls on a day which is not a Business Day,

as defined below, principal or interest payable with respect to such Maturity Date or Interest Payment Date will be paid on the next succeeding Business Day with the same force and effect as if made on such Maturity Date or Interest Payment Date, as the case may be. The person in whose name this bond (or one or more predecessor bonds) is registered at the close of business on the fifteenth day (whether or not such day is a Business Day) next preceding such Interest Payment Date (the "Record Date") shall be entitled to receive the interest payable hereon on such Interest Payment Date notwithstanding the cancellation of this bond upon any registration of 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 interest due on such Interest Payment Date, in which case the defaulted interest shall be paid to the person in whose name this bond (or one or more predecessor bonds) 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; *provided, however*, that interest payable on the Maturity Date will be payable to the person to whom the principal hereof shall be payable. As used herein "Business Day" means any day, other than a Saturday or Sunday, that is not a legal holiday or other day on which banking institutions are required or authorized by law, regulation or executive order to close in The City of New York, New York, or London, England.

Payment of the principal of and interest on this bond will be made in immediately available funds at the office or agency of the Company maintained for that purpose in the Borough of Manhattan, The City of New York, not later than 1:00 p.m. New York time, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

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

Notwithstanding the above, from the date hereof, but only so long as the Policy issued by Ambac, or any successor thereto, insuring the payments of the principal and interest on this bond shall be outstanding, the principal sum shall be paid, in advance, on the third Business Day prior to the Maturity Date, and interest for each Interest Period shall be paid, in advance, on the third Business Day immediately preceding the applicable Interest Payment Date.

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.



65931

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: \_\_\_\_\_  
[Title]

Attest: \_\_\_\_\_  
[Assistant] Secretary

65932

(Form of Trustee's Authentication Certificate for  
Bonds of the 5.6675% Series due 2012)

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

HSBC BANK USA, AS TRUSTEE

By: \_\_\_\_\_  
Authorized Officer

## [Reverse of Bond]

This bond is one of the bonds of a series designated as First Mortgage Bonds, 5.6675% Series due 2012 (sometimes herein referred to as the "Bonds of the 2012 Second Series") limited to a maximum aggregate principal amount of \$100,000,000. Bonds of the 2012 Second Series are bonds 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 HSBC Bank USA (formerly known as The Marine Midland Trust Company of New York), as Trustee, as supplemented, amended and modified by fifty supplemental indentures and by the Fifty-first Supplemental Indenture (such Indenture of Mortgage and Deed of Trust as so supplemented, amended and modified by such fifty supplemental indentures and the Fifty-first Supplemental Indenture being hereinafter called the "Indenture"), to which Indenture and all indentures supplemental thereto, including the Fifty-first Supplemental Indenture, 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. Capitalized terms used herein and not defined herein shall have the respective meanings in the Indenture, unless otherwise noted.

The Bonds of the 2012 Second Series shall be redeemed in whole by the Company prior to maturity (a) upon the sale or disposition substantially as an entirety of the Company's electric properties at Portland, Oregon, at a price ("Redemption Price") equal to the greater of (i) 100% of the principal amount hereof and (ii) an amount equal to the present value of the remaining principal and interest payments due under this bond (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus 15 basis points, together in either case with accrued and unpaid interest to the date of redemption, upon notice to the holders of the Bonds of the 2012 Second Series given not more than ninety (90) nor less than thirty (30) days prior to the date of such redemption; (b) upon the sale or other disposition substantially as an entirety, whether in one or more transactions, of the electric distribution and transmission assets and properties of the Company in its service territory at the Redemption Price, upon notice given not more than ninety (90) nor less than thirty (30) days prior to the date of such redemption; and (c) upon written notice to the Trustee and the Company from Ambac that the Company is in breach of its covenant in Section 3.01(a) of the Insurance Agreement by and between the Company and Ambac dated October 28, 2002, at the Redemption Price, upon notice given not more than ninety (90) nor less than thirty (30) days prior to the date of such redemption.

If this bond or any portion thereof (\$1,000 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 date fixed for such redemption.

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 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 percent 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 percent 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 (i) 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, (ii) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (iii) 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.

The transfer of this bond is registrable by the registered owner hereof in person or by such owner's 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 \$250,000 or any amount in excess thereof that is an integral multiple thereof. The registered owner of this bond at its 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 certain 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 5.6675% Series due 2012)

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 2012 Second 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 First Mortgage Bonds at any time issued and outstanding under the Original Indenture as supplemented and modified by the fifty 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 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 2012 Second 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 fifty 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 Mortgage).

## 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 Mortgage) 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

Also all other property, real, personal or mixed, tangible or intangible (other than excepted property as defined in the Mortgage) of every kind, character and description and wheresoever situated, whether or not useful in the generation, manufacture, production, transportation, distribution, sale or supplying of electricity, hot water or steam, 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 Mortgage).

## CLAUSE IV

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 pertaining 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 (other than excepted property as defined in the Mortgage).

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 Mortgage;

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 authenticated and delivered under the Original Indenture and the fifty supplemental indentures hereinbefore described or this Supplemental Indenture, and duly issued by the Company, without any discrimination, preference or priority of any one bond 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 Mortgage, so that, subject to said Section 11.28, each and all of said bonds shall have the same right, lien and privilege under the Original Indenture and the fifty 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 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 fifty supplemental indentures hereinbefore described and herein set forth and declared.

**ARTICLE ONE.**  
**BONDS OF THE 2012 SECOND SERIES AND**  
**CERTAIN PROVISIONS RELATING THERETO.**

**SECTION 1.01.**      *Certain Terms of Bonds of the 2012 Second Series.*

(a) There is hereby established a series of First Mortgage Bonds of the Company designated and entitled as "First Mortgage Bonds, 5.6675% Series due 2012" (sometimes referred to as the "Bonds of the 2012 Second Series"). The aggregate principal amount of the Bonds of the 2012 Second Series shall be limited to \$100,000,000, excluding, however, any Bonds of the 2012 Second Series which may be executed, authenticated and delivered in exchange for or in lieu of or in substitution for other Bonds of such Series pursuant to the provisions of the Indenture.

(b) The definitive Bonds of the 2012 Second Series shall be issuable in substantially the form as hereinabove set forth in fully registered form without coupons in the denomination of \$250,000, or any amount in excess thereof that is an integral multiple thereof. Notwithstanding

the provisions of Section 2.05 of the Mortgage, each Bond of the 2012 Second Series shall be dated as of the date of its authentication, shall mature on October 25, 2012 (the "Maturity Date"), except to the extent redeemed or repaid prior to the Maturity Date, and shall bear interest for the period ("Interest Period") from the October 15 or April 15 as the case may be, next preceding the date thereof to which interest has been paid, or, if the date thereof is an October 15 or April 15 to which interest has been paid, from the date thereof, or, if the date thereof is prior to April 15, 2003, from the date thereof, except that from April 15, 2012 the Interest Period shall extend to and the Interest Payment Date shall be the Maturity Date, *provided, however*, that if and to the extent the Company shall default in payment of the interest due on such October 15 or April 15, 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 April 15, 2003, then from the date thereof. Each Bond of the 2012 Second Series shall bear interest at the rate of 5.6675% per annum (calculated on the basis of a 360-day year of twelve 30-day months) until the payment of the principal thereof has been made or duly provided for, such interest to be payable semi-annually on October 15 and April 15 ("Interest Payment Date") in each year. If the Maturity Date or an Interest Payment Date falls on a day which is not a Business Day, as defined below, principal or interest payable with respect to such Maturity Date or Interest Payment Date will be paid on the next succeeding Business Day with the same force and effect as if made on such Maturity Date or Interest Payment Date, as the case may be. The person in whose name any Bond of the 2012 Second Series is registered at the close of business on the applicable Record Date (as defined below) 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 of the 2012 Second Series upon any registration of 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; *provided, however*, that interest payable on the Maturity Date will be payable to the person to whom the principal hereof shall be payable. As used herein the term "Business Day" means any day, other than a Saturday or Sunday, that is not a legal holiday or other day on which banking institutions are required or authorized by law, regulation or executive order to close in The City of New York, New York, or London, England. As used herein, the term "Record Date" with respect to any Interest Payment Date shall mean the fifteenth day (whether or not such day is a Business Day) next preceding such Interest Payment Date. The principal of and interest on the Bonds of the 2012 Second 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, no later than 1:00 p.m. New York time.

(c) Notwithstanding the above, from the date hereof, but only so long as the Financial Guaranty Insurance Policy No. 20049BE (the "Policy") issued by Ambac Assurance Corporation, or any successor thereto ("Ambac"), insuring the payments of the principal and interest on the Bonds of the 2012 Second Series shall be outstanding, the principal sum shall be paid, in advance, on the third Business Day immediately preceding the Maturity Date ("Advance Principal Payment Date"), and interest for each Interest Period shall be paid, in advance, on the



third Business Day immediately preceding the applicable Interest Payment Date ("Advance Interest Payment Date").

(d) Notwithstanding anything to the contrary in the Indenture, the Company will pay to the Trustee by 11:00 a.m., New York City time, on each Advance Principal Payment Date or Advance Interest Payment Date immediately available funds in an amount sufficient to pay all principal and interest due on the Bonds of the 2012 Second Series due on such Advance Principal Payment Date or Advance Interest Payment Date. At or prior to 1:00 p.m., New York City time, on each Advance Principal Payment Date or Advance Interest Payment Date, the Trustee shall determine whether there has been deposited by the Company with the Trustee sufficient funds to pay the principal of or interest on the Bonds of the 2012 Second Series on such Advance Principal Payment Date or Advance Interest Payment Date. If the Trustee determines that it has received from the Company insufficient funds to make such payment, the Trustee shall so notify Ambac in writing in the manner required by Section 3.03 hereof. Such notice shall specify the amount of the anticipated deficiency and whether the payment to be made on the Bonds of the 2012 Second Series on such Advance Principal Payment Date or Advance Interest Payment Date will be deficient as to principal or interest, or both.

(e) The Trustee shall, after giving notice to Ambac as provided in Section 1.01(d) above, make available to Ambac and, at Ambac's direction, to The Bank of New York, in New York, New York, as insurance trustee for Ambac or any successor insurance trustee (the "Insurance Trustee"), the registration books of the Company maintained by the Trustee with respect to the Bonds of the 2012 Second Series, and all payment records of the Trustee in respect of the Bonds of the 2012 Second Series maintained under this Supplemental Indenture.

(f) In the event the Trustee notifies Ambac of any deficiency of interest or principal payable on the Bonds of the 2012 Second Series pursuant to Section 1.01(d) above, the Trustee shall provide Ambac and, at Ambac's direction, the Insurance Trustee with a list of holders of Bonds of the 2012 Second Series entitled to receive principal or interest payments from Ambac under the terms of the Policy, and shall make arrangements with the Insurance Trustee (i) to mail checks or drafts to the holders of Bonds of the 2012 Second Series entitled to receive full or partial interest payments from Ambac and (ii) to pay principal upon Bonds of the 2012 Second Series surrendered to the Insurance Trustee by the holders of Bonds of the 2012 Second Series entitled to receive full or partial principal payments from Ambac.

(g) The Trustee shall, within one Business Day of the time it provides notice to Ambac pursuant to Section 1.01(d) above, furnish a notice substantially in the form of Annex A hereto, to the holders of Bonds of the 2012 Second Series entitled to receive the payment of principal or interest thereon from Ambac (i) as to the fact of such entitlement, (ii) that Ambac will remit to them all or a part of the interest payments next coming due upon proof of the holders' entitlement to interest payments and delivery to the Insurance Trustee of an appropriate assignment (the form of which shall be provided by Ambac) of the holders' right to such payment, (iii) that should they be entitled to receive full payment of principal from Ambac, they must surrender their Bonds of the 2012 Second Series (along with an appropriate instrument of assignment (the form of which shall be provided by Ambac) to permit ownership of such Bonds of the 2012 Second Series to be registered in the name of Ambac) for payment to the Insurance Trustee, and not the Trustee, and (iv) that

should they be entitled to receive partial payment of principal from Ambac, they must surrender their Bonds of the 2012 Second Series for payment thereon first to the Trustee, which shall note on such Bonds of the 2012 Second Series the portion of the principal paid by the Trustee or any paying agent, and then, along with an appropriate instrument of assignment (the form of which shall be provided by Ambac), to the Insurance Trustee, which will then pay the unpaid portion of principal.

(h) In the event the Trustee has received written notice that any payment of principal of or interest on Bonds of the 2012 Second Series that has become due and payable and has been made to a holder of the Bonds of the 2012 Second Series by or on behalf of the Company has been deemed a preferential transfer and theretofore recovered from such holder or former holder of such Bond of the 2012 Second Series pursuant to the United States Bankruptcy Code by a trustee in bankruptcy in accordance with the final, nonappealable order of a court having competent jurisdiction, the Trustee shall, at the time Ambac is notified pursuant to Section 1.01(d) above, notify all holders of Bonds of the 2012 Second Series that in the event that any holder's payment is so recovered, such holder will be entitled to payment from Ambac to the extent of such recovery if sufficient funds are not otherwise available, and the Trustee shall furnish to Ambac its records evidencing the payments of principal of and interest on the Bonds of the 2012 Second Series that have been made by the Trustee and subsequently recovered from holders and the dates on which such payments were made.

(i) In addition to those rights granted Ambac under this Supplemental Indenture, Ambac shall, to the extent it makes payment of principal of or interest on Bonds of the 2012 Second Series, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Policy, and to evidence such subrogation (i) in the case of subrogation as to claims for past due interest, the Trustee shall note Ambac's rights as subrogee on the registration books of the Company maintained by the Trustee upon receipt from Ambac of proof of the payment of interest thereon to the holders of the Bonds of the 2012 Second Series, and (ii) in the case of subrogation as to claims for past due principal, the Trustee shall note Ambac's rights as subrogee on the registration books of the Company maintained by the Trustee upon surrender of the Bonds of the 2012 Second Series by the holders thereof.

(j) Upon compliance with the provisions of Section 2.06 of the Mortgage and as provided in this Supplemental Indenture, and upon payment of any taxes or other governmental charges payable upon such exchange, Bonds of the 2012 Second Series may be exchanged for a new Bond or Bonds of the 2012 Second Series 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 permitted transfers of Bonds of the 2012 Second Series.

(k) Notwithstanding the provisions of Section 2.11 of the Mortgage, no service charge shall be made for any exchange or registration of transfer of Bonds of the 2012 Second 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. *Mandatory Redemption of Bonds of the 2012 Second Series.*

(a) The Bonds of the 2012 Second Series shall be redeemed prior to maturity, as a whole:

(i) Upon the sale or disposition substantially as an entirety of the Company's electric properties at Portland, Oregon, at a price ("Redemption Price") equal to the greater of (i) 100% of the principal amount thereof and (ii) an amount equal to the present value of the remaining principal and interest payments due under the Bonds of the 2012 Second Series (not including any portion of such payments of interest accrued as of the date of redemption), discounted to the date of redemption on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate, plus 15 basis points, together in either case with accrued and unpaid interest to the date of redemption. The Company shall give Ambac and the Trustee written notice of the Redemption Price ("Price Notice") immediately after the calculation thereof, and the Trustee shall have no responsibility for such calculation.

(ii) Upon the sale or disposition substantially as an entirety, whether in one or more transactions, of the electric distribution and transmission assets and properties of the Company in its service territory, at the Redemption Price. The Company shall provide the Price Notice to Ambac and the Trustee immediately after the calculation of the Redemption Price, and the Trustee shall have no responsibility for such calculation.

(iii) Upon written notice to the Trustee and the Company from Ambac that the Company is in breach of its covenant in Section 3.01(a) of the Insurance Agreement, at the Redemption Price. The Company shall provide the Price Notice to Ambac and the Trustee immediately after the calculation of the Redemption Price, and the Trustee shall have no responsibility for such calculation.

(b) Redemption pursuant to this Section 1.02 shall take place upon prior notice given by mailing such notice to the respective registered owners of such Bonds of the 2012 Second Series not less than thirty (30) nor more than ninety (90) days prior to the date of redemption and as otherwise required by the provisions of Article Nine of the Mortgage.

(c) The following definitions shall apply for purposes of this Section 1.02:

(i) "Adjusted Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date. The Adjusted Treasury Rate will be calculated on the third Business Day preceding the redemption date.

(ii) "Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the Bonds of the 2012 Second Series to be redeemed that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Bonds of the 2012 Second Series (the "Remaining Life").

(iii) "Comparable Treasury Price" means (a) the average of four Reference Treasury Dealer Quotations for the redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (b) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

(iv) "Independent Investment Banker" means an independent investment and banking institution of national standing appointed by the Company.

(v) "Insurance Agreement" means the Insurance Agreement dated October \_\_, 2002 by and between the Company and Ambac.

(vi) "Reference Treasury Dealer" means a primary U.S. Government securities dealer in New York City selected by the Independent Investment Banker.

(vii) "Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the fourth Business Day preceding the redemption date.

SECTION 1.03. *Acknowledgements and Consents.* Notwithstanding any provision of the Indenture, from the date of this Supplemental Indenture, but only so long as the Policy insuring the payments of the principal and interest on the Bonds of the 2012 Second Series shall be outstanding:

(a) The Company acknowledges, agrees and consents that all of the rights of the holders of Bonds of the 2012 Second Series under the Indenture shall be exercised by Ambac, except that (i) all interest and principal shall be paid to the holders of Bonds of the 2012 Second Series, and (ii) only the holders of the Bonds of the 2012 Second Series may approve an amendment to this Supplemental Indenture or the issuance of any supplemental indenture that extends the maturity of the Bonds of the 2012 Second Series, reduces the rate or extends the time of payment of any interest on the Bonds of the 2012 Second Series, reduces the amount of or extends the time of payment of the principal of the Bonds of the 2012 Second Series or amends this Section 1.03(a).

(b) The Company acknowledges, agrees and consents that Ambac is a third party beneficiary to the Indenture and may enforce any right, remedy or claim (i) of a holder of Bonds of the 2012 Second Series conferred, given or granted under the Indenture, or (ii) conferred, given or granted to Ambac under this Supplemental Indenture; *provided* that nothing in the Indenture expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the holders of the Bonds of the 2012 Second Series, the Company, the Trustee and, as provided in this Section 1.03, Ambac, any right, remedy or claim under or by reason of the Indenture or any covenant, condition or stipulation in the Indenture.

(c) The Company will permit Ambac to discuss with appropriate officers of the Company the affairs and finances of the Company and any reasonable information regarding the lien of the Indenture on the properties of the Company and the accounts of the Company related thereto as Ambac may reasonably request, subject to any restrictions or limitations imposed on the Company by federal or state laws.

(d) The Company agrees that it will not amend or modify, and will not consent to any amendment or modification to, this Section 1.03 without the express written consent of Ambac.

SECTION 1.04. *Defeasence.* Notwithstanding Section 15.03 of the Mortgage, in the event that the principal and/or interest due on any of the Bonds of the 2012 Second Series shall be paid by Ambac pursuant to the Policy, such Bonds of the 2012 Second Series shall remain outstanding for all purposes of the Indenture, shall not be deemed defeased or otherwise satisfied, shall not be considered paid by the Company, and shall remain entitled to the lien, benefit, security and rights under the Indenture; *provided* that all such rights and benefits shall run to the benefit of Ambac, and Ambac shall be subrogated to the rights of the holders of such Bonds of the 2012 Second Series.

SECTION 1.05. *Sections 4.04, 4.05 and 4.06 to Remain in Effect.* Notwithstanding the provisions of Section 4.07 of the Mortgage, the provisions of Sections 4.04, 4.05 and 4.06 of the Mortgage shall remain in full force and effect and shall be performed by the Company so long as any Bonds of the 2012 Second Series remain outstanding.

SECTION 1.06. *Certain Requirements of Mortgage to Remain Applicable.* 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 Mortgage 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 2012 Second Series are outstanding.

SECTION 1.07. *Certain Exceptions to Sections 2.06 and 2.10 of the Mortgage.* Notwithstanding the provisions of Section 2.06 or Section 2.10 of the Mortgage, the Company shall not be required (a) to issue, register, discharge from registration, exchange or register the transfer of any Bond of the 2012 Second Series for a period of fifteen (15) days next preceding any selection by the Trustee of Bonds of the 2012 Second Series to be redeemed or (b) to register, discharge from registration, exchange or register the permitted transfer of any Bond of the 2012 Second Series so selected for redemption in its entirety or (c) to exchange or register

the permitted transfer of any portion of a Bond of the 2012 Second Series which portion has been so selected for redemption.

**SECTION 1.08.**      *Reference to Minimum Provision for Depreciation in Certificate of Available Additions.* So long as any Bonds of the 2012 Second 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 Mortgage shall be included in any certificate of available additions filed with the Trustee, but whenever Bonds of the 2012 Second Series shall no longer be outstanding, all references to such minimum provisions for depreciation may be omitted from any such certificate.

**SECTION 1.09.**      *Duration of Article One.* This Article One shall be of force and effect only so long as any Bonds of the 2012 Second Series are outstanding.

## **ARTICLE TWO. TRUSTEE.**

**SECTION 2.01.**      *Trustee Consents.* Notwithstanding any provision of the Indenture, from the date of this Supplemental Indenture, but only so long as the Policy insuring the payments of the principal and interest on the Bonds of the 2012 Second Series shall be outstanding:

(a) The Trustee acknowledges, agrees and consents that all of the rights of the holders of Bonds of the 2012 Second Series under the Indenture shall be exercised by Ambac, except that (i) all interest and principal shall be paid to the holders of Bonds of the 2012 Second Series, and (ii) only the holders of the Bonds of the 2012 Second Series may approve an amendment to this Supplemental Indenture or the issuance of any supplemental indenture that extends the maturity of the Bonds of the 2012 Second Series, reduces the rate or extends the time of payment of any interest on the Bonds of the 2012 Second Series, reduces the amount of or extends the time of payment of the principal of the Bonds of the 2012 Second Series or amends this Section 2.01(a).

(b) In addition to notice to the holders of the Bonds of the 2012 Second Series, the Trustee shall send to Ambac, at the address provided to the Trustee in writing from time to time by Ambac, all notices and other communications required to be sent to the holders of the Bonds of the 2012 Second Series pursuant to the Indenture; *provided* that if Ambac shall fail to provide to the Trustee in writing an address, such notices and communications shall be sent to the holders of the Bonds of the 2012 Second Series only.

(c) The Trustee agrees that it will not amend or modify, and will not consent to any amendment or modification to, this Section 2.01 without the express written consent of Ambac.

**SECTION 2.02.**      *Duties of Trustee.* 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 Indenture, on and subject to the terms and conditions set forth in the Indenture, 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 Indenture, and to use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her 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 of the 2012 Second Series 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 of the 2012 Second Series (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.

Notwithstanding Section 2.01 of this Supplemental Indenture, the Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of the Policy and shall be under no obligation or duty with respect thereto, including determining if the Policy shall be or remain outstanding. Until such time as the Trustee shall receive written notice from Ambac and the Company that the Policy is no longer outstanding or otherwise is not applicable to the Bonds of the 2012 Second Series, the Trustee shall be entitled to and shall assume that the Policy is outstanding and applicable to the Bonds of the 2012 Second Series.

### ARTICLE THREE. MISCELLANEOUS PROVISIONS.

SECTION 3.01. *Date of this Supplemental Indenture.* Although this Supplemental Indenture, for convenience and for the purpose of reference, is dated October 1, 2002, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

SECTION 3.02. *Relation to Original Indenture.* 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. *Notices to Ambac.* Any notices and other communications required to be provided to Ambac under this Supplemental Indenture shall be in writing and addressed to the following:

Ambac Assurance Corporation  
One State Street Plaza  
New York, NY 10004  
Attention: Surveillance Department

with a copy to:

Ambac Assurance Corporation  
One State Street Plaza  
New York, NY 10004  
Attention: General Counsel

or at such other address as may be designated by Ambac in writing to the Trustee.

**SECTION 3.04.**      *Invalid, Illegal or Unenforceable Provisions.* In case any one or more of the provisions contained in this Supplemental Indenture or in the Bonds of the 2012 Second Series 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 3.05.**      *Counterparts.* 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.

**SECTION 3.06.**      *Conflicting Provision.* If any provision of this Supplemental Indenture conflicts with another provision of the Mortgage required to be included in indentures qualified under the Trust Indenture Act of 1939 (as enacted prior to the date of this Supplemental Indenture) by any of the provisions of said Act, such required provision shall control.

**SECTION 3.07.**      *Headings.* Article and Section headings and the table of contents used herein are for convenience of reference only, are not part of this Supplemental Indenture and are not to affect the construction of, or to be taken into consideration in interpreting, this Supplemental Indenture.

**SECTION 3.08.**      *Governing Law.* THIS SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK DETERMINED WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK).



IN WITNESS WHEREOF, Portland General Electric Company has caused this Supplemental Indenture to be signed in its corporate name by its 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, HSBC Bank USA has caused this Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents or one of its Assistant Vice Presidents or one of its Corporate Trust Officers 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: James J. Piro  
 Name: James J. Piro  
 Title: Executive Vice President, Finance, Chief  
 Financial Officer and Treasurer

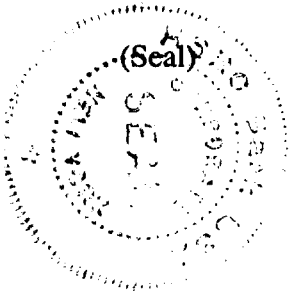
Attest: [Signature]  
 Title: Assistant Secretary

(Seal)

## HSBC BANK USA, as Trustee

By: [Signature]  
 Name:  
 Title: **Deirdra N. Ross**  
 Assistant Vice President

Attest: [Signature]  
 Title: **PETER S. WOLFRATH**  
 ASSISTANT VICE PRESIDENT



65948

State of Oregon       §  
                                 §  
County of Multnomah §

The foregoing instrument was acknowledged before me on this 24<sup>th</sup> day of October, 2002 by James J. Piro, the Executive Vice President, Finance, Chief Financial Officer and Treasurer of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, on behalf of said corporation.

Rosalie M Duron  
Notary Public for Oregon  
My Commission Expires 9/5/04

[NOTARIAL SEAL]



State of New York §  
County of Queens §

65949

The foregoing instrument was acknowledged before me on this 25<sup>th</sup> day of October, 2002 by Dendra N. Ross, a(an) Asst Vice President of HSBC BANK USA, a New York banking corporation and trust company, on behalf of said corporation.

FRANCINE M. CALCAGNO  
Notary Public, State of New York  
No. 41-4878313  
Qualified in Queens County  
Certificate Filed in Nassau County  
Commission Expires January 12, 2003

Francine M. Calcagno  
Notary Public, State of New York  
No. 41-4878313  
My Commission Expires Jan 12, 2003

[NOTARIAL SEAL]

State of Oregon       §  
                                  §  
County of Multnomah §

65950

James J. Piro and Steven F. McCarrel, the Executive Vice President, Finance, Chief Financial Officer and Treasurer and an Assistant 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.

Subscribed and sworn to before me this 24<sup>th</sup> day of October, 2002.

Rosalie M Duron  
Notary Public for Oregon  
My Commission Expires 9/5/04

[NOTARIAL SEAL]



## ANNEX A

## Notice Pursuant to Section 1.01(g)

TO EACH HOLDER OF THE BONDS OF THE 2012 SECOND SERIES OF PORTLAND  
GENERAL ELECTRIC COMPANY

In accordance with Section 1.01(g) of the Fifty-first Supplemental Indenture, you are hereby notified (i) that you are entitled to receive the payment of principal or interest on your Bond(s) from Ambac Assurance Corporation ("Ambac") in accordance with the Financial Guaranty Insurance Policy No. 20049BE, or any successor policy (the "Policy"), as noted on your Bond certificate(s), (ii) that Ambac will remit to you all or a part of the interest payments next coming due upon proof of your entitlement to interest payments and delivery to the Insurance Trustee, in form satisfactory to The Bank of New York, as Insurance Trustee, of an appropriate assignment (the form of which shall be provided by Ambac) of your right to such payment, (iii) that should you be entitled to receive full payment of principal from Ambac, you must surrender your Bond(s) (along with an appropriate instrument of assignment (the form of which shall be provided by Ambac) to permit ownership of such Bond(s) to be registered in the name of Ambac) to the Insurance Trustee, and (iv) that should you be entitled to receive partial payment of principal from Ambac, you must surrender your Bond(s) for payment thereon first to HSBC Bank USA, as Trustee under the Fifty-first Supplemental Indenture, to have noted on your Bond(s) the portion of the principal paid by the Trustee or the Paying Agent, if any, and then, along with an appropriate instrument of assignment (the form of which shall be provided by Ambac) to the Insurance Trustee, which will then pay the unpaid portion of principal.

HSBC BANK USA, as Trustee

By: 

Name: **Deirdra N. Ross**

Title: **Assistant Vice President**