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BY *Pacific Trust*

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E. Mayfield

GARY H. OLSON

PACIFICORP
(An Oregon Corporation)

TO

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK**
(A New York Corporation)

*As Trustee under PacificCorp's
Mortgage and Deed of Trust,
Dated as of January 9, 1989*

Second Supplemental Indenture

Dated as of December 29, 1989

**This Instrument Grants a Security Interest By a Transmitting Utility
This Instrument Contains After-Acquired Property Provisions**

Registered	<i>E</i>
Indexed, Dir	<i>E</i>
Indirect	<i>E</i>
Filed	1-26-90
Noted	

SECOND SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the twenty-ninth day of December, 1989, made and entered into by and between PACIFICORP, a corporation of the State of Oregon, whose address is 700 NE Multnomah, Portland, Oregon 97232 (hereinafter sometimes called the "Company"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, whose address is 30 West Broadway, New York, New York 10015 (the "Trustee"), as Trustee under the Mortgage and Deed of Trust, dated as of January 9, 1989, as heretofore amended and supplemented (hereinafter called the "Mortgage"), is executed and delivered by PacificCorp to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called the "Second Supplemental Indenture") being supplemental thereto.

WHEREAS, the Mortgage was or is to be recorded in the official records of the States of California, Colorado, Idaho, Montana, New Mexico, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Second Supplemental Indenture is to be recorded, and

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

WHEREAS, the holders of sixty per centum (60%) or more in principal amount of the bonds Outstanding under the Mortgage have consented to the amendments to the Mortgage contained in this Second Supplemental Indenture; and

WHEREAS, in addition to the property described in the Mortgage, the Company has acquired certain other property, rights and interests in property; and

WHEREAS, the Company executed, delivered, recorded and filed a Supplemental Indenture as follows:

	<u>Dated as of</u>
First	March 31, 1989;
and	

WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage, bonds entitled and designated First Mortgage and Collateral Trust Bonds, of the series and in the principal amounts as follows:

<u>Series</u>	<u>Due Date</u>	<u>Aggregate Principal Amount Issued</u>	<u>Aggregate Principal Amount Outstanding</u>
First—10.45%	1/9/90	\$ 500,000	\$ 500,000
Second—Medium-Term Notes, Series A	various	\$147,000,000	\$147,000,000

and

WHEREAS, Section 2.03 of the Mortgage provides that the form or forms, terms and conditions of and other matters not inconsistent with the provisions of the Mortgage, in connection with each series of bonds (other than the First Series) issued thereunder, shall be established in or pursuant to one or more Resolutions and/or shall be established in one or more indentures supplemental to the Mortgage, prior to the initial issuance of bonds of such series; and

WHEREAS, Section 22.04 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations, restrictions or provisions for the benefit of any one or more series of bonds issued thereunder and provide that a breach thereof shall be equivalent to a Default under the Mortgage, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment in or pursuant to Resolution in accordance with Section 2.03 of the Mortgage) establish the forms, terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed by the Company; and

WHEREAS, the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 22.04 of the Mortgage) to add to its covenants and agreements contained in the Mortgage certain other covenants and agreements to be observed by it and to alter and amend

in certain respects the covenants and provisions contained in the Mortgage; and

WHEREAS, the execution and delivery by the Company of this Second Supplemental Indenture, and the terms of the bonds of the Third Series hereinafter referred to, have been duly authorized by the Board of Directors in or pursuant to appropriate Resolutions;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That PACIFICORP, an Oregon corporation, in consideration of the premises and of good and valuable consideration to it duly paid by the Trustee at or before the enrolling and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the Lien of the Mortgage on certain after-acquired property, hereby mortgages, pledges and grants a security interest in (subject, however, to Excepted Encumbrances as defined in Section 1.06 of the Mortgage), unto Morgan Guaranty Trust Company of New York, as Trustee, and to its successor or successors in said trust, and to said Trustee and its successors and assigns forever, all properties of the Company real, personal and mixed acquired by the Company after the date of the Mortgage, subject to the provisions of Section 18.03 of the Mortgage, of any kind or nature (except any herein or in the Mortgage expressly excepted) now owned or, subject to the provisions of Section 18.03 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including the properties described in Articles IV and V hereof, and including (without limitation) all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same; all power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, waterways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity and other forms of energy (whether now known or hereafter developed) by steam, water, sunlight, chemical processes and/or (without

limitation) all other sources of power (whether now known or hereafter developed); all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto; all telephone, radio, television and other communications, image and data transmission systems, air-conditioning systems and equipment incidental thereto, water wheels, water works, water systems, steam and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, turbines, electric, gas and other machines, prime movers, regulators, meters, transformers, generators (including, but not limited to, engine-driven generators and turbogenerator units), motors, electrical, gas and mechanical appliances, conduits, cables, water, steam, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, towers, overhead conductors and devices, underground conduits, underground conductors and devices, wires, cables, tools, implements, apparatus, storage battery equipment and all other fixtures and personalty; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current and other forms of energy, gas, steam, water or communications, images and data for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith and (except as herein or in the Mortgage expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described;

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 13.01 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 18.03 of the Mortgage, all the property, rights and franchises acquired by the Company (by purchase, consolidation, merger, donation,

construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage expressly excepted, shall be and are as fully mortgaged and pledged hereby and as fully embraced within the Lien of the Mortgage as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and mortgaged hereby or thereby.

PROVIDED THAT the following are not and are not intended to be now or hereafter mortgaged or pledged hereunder, nor is a security interest therein hereby granted or intended to be granted, and the same are hereby expressly excepted from the Lien and operation of the Mortgage, namely: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business or for the purpose of repairing or replacing (in whole or part) any rolling stock, buses, motor coaches, automobiles or other vehicles or aircraft or boats, ships or other vessels, and any fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; rolling stock, buses, motor coaches, automobiles and other vehicles and all aircraft, boats, ships and other vessels; all crops (both growing and harvested), timber (both growing and harvested), minerals (both in place and severed), and mineral rights and royalties; (3) bills, notes and other instruments and accounts receivable, judgments, demands, general intangibles and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; (4) the last day of the term of any lease or leasehold which may be or become subject to the Lien of the Mortgage; (5) electric energy, gas, water, steam, ice and other materials, forms of energy or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; (6) any natural gas wells or natural gas leases or natural gas transportation lines or other works or property used primarily and principally in the production of natural gas or its transportation, primarily for the purpose of sale to natural gas customers or to a natural gas distribution or pipeline company, up to the point of connection with any distribution system; (7) the Company's franchise to be a corporation; (8) any interest (as lessee, owner or otherwise) in the Wyodak Facility, including, without limitation, any equipment, parts, improvements,

substitutions, replacements or other property relating thereto; (9) all properties that PacifiCorp, a Maine corporation, and/or Utah Power & Light Company, a Utah corporation, had contracted to dispose of and that had been released from the liens of the Pacific Mortgage and the Utah Mortgage, respectively, prior to January 9, 1989, but title to which properties had not passed to the grantee(s) thereof as of said date; and (10) any property heretofore released pursuant to any provision of the Mortgage and not heretofore disposed of by the Company; provided, however, that the property and rights expressly excepted from the Lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that the Trustee or a receiver for the Trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XV of the Mortgage by reason of the occurrence of a Default;

AND PROVIDED FURTHER, that as to any property of the Company that, pursuant to the after-acquired property provisions thereof, is now or hereafter becomes subject to the lien of a mortgage, deed of trust or similar indenture that is now or may in accordance with the Mortgage hereafter become designated as a Class "A" Mortgage, the Lien hereof shall at all times be junior and subordinate to the lien of such Class "A" Mortgage;

TO HAVE AND TO HOLD all such properties, real, personal and mixed, mortgaged and pledged, or in which a security interest has been granted by the Company as aforesaid, or intended so to be (subject, however, to Excepted Encumbrances as defined in Section 1.06 of the Mortgage), unto Morgan Guaranty Trust Company of New York, as Trustee, and its successors and assigns forever;

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, this Second Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustee and the beneficiaries of the trust with respect

to said property, and to the Trustee and its successor or successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustee by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustee and its successor or successors in such trust under the Mortgage, as follows:

ARTICLE I

Third Series of Bonds

SECTION 1.01. There shall be a series of bonds designated "Secured Medium-Term Notes, Series B" (herein sometimes referred to as the Third Series), each of which shall also bear the descriptive title "First Mortgage and Collateral Trust Bond," and the form thereof, which shall be established by or pursuant to a Resolution, shall contain suitable provisions with respect to the matters hereinafter in this Section specified.

(I) Bonds of the Third Series shall mature on such date or dates not less than nine months nor more than 30 years from the date of issue as shall be set forth in or determined in accordance with a Resolution filed with the Trustee and shall be issued as fully registered bonds in the denomination of One Hundred Thousand Dollars and, at the option of the Company, in any multiple or multiples of Two Thousand Dollars in excess of One Hundred Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof).

The Company reserves the right to establish, at any time, by or pursuant to a Resolution filed with the Trustee, a form of coupon bond, and of appurtenant coupons, for the Third Series and to provide for exchangeability of such coupon bonds with the bonds of the Third Series issued hereunder in full registered form and to make all appropriate provisions for such purpose.

(II) Bonds of the Third Series shall bear interest at such rate or rates (which may either be fixed or variable), payable on such dates, and have such other terms and provisions not inconsistent with the Mortgage as may be set forth in or determined in accordance with a Resolution filed with the Trustee. Bonds of the Third Series shall be dated and shall accrue interest as in Section 2.06 of the Mortgage provided.

Interest payable on any bond of the Third Series and punctually paid or duly provided for on any interest payment date for such bond will be paid to the person in whose name the bond is registered at the close of business on the Record Date (as hereinafter specified) for such bond next preceding such interest payment date; provided, however, that the first payment of interest on any bond with an Issue Date (as hereinafter specified) between a Record Date and an interest payment date or on an interest payment date will be made on the interest payment date following the next succeeding Record Date to the registered owner on such next Record Date (unless the Company elects, in its sole discretion, to pay such interest on the first interest payment date after the Issue Date, in which case such interest will be paid to the person in whose name the bond is originally issued); provided, further, that interest payable at maturity or upon earlier redemption will be payable to the person to whom principal shall be payable. The "Record Date" with respect to bonds of the Third Series of a designated interest rate and maturity shall be determined by or in accordance with a Resolution filed with the Trustee. "Issue Date" with respect to bonds of the Third Series of a designated interest rate and maturity shall mean the date of first authentication of bonds of such designated interest rate and maturity.

Any interest on any bond of the Third Series which is payable but is not punctually paid or duly provided for, on any interest payment date for such bond (herein called "Defaulted Interest"), shall forthwith cease to be payable to the registered owner on the relevant Record Date for the payment of such interest solely by virtue of such owner having been such owner; and such Defaulted Interest may be paid by the Company, at its election in each case, as provided in subsection (i) or (ii) below:

(i) The Company may elect to make payment of any Defaulted Interest on the bonds of the Third Series to the persons in whose names such bonds are registered at the close of business on a Special Record Date (as hereinafter defined) for the payment of such Defaulted Interest, which shall be fixed in the following manner: The Company shall, at least 30 days prior to the proposed date of payment, notify the Trustee in writing (signed by an Authorized Financial Officer of the Company) of the amount of Defaulted Interest proposed to be paid on each bond of the Third Series and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof), and at

the same time the Company shall deposit with the Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit on or prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this subsection provided and not to be deemed part of the Mortgaged and Pledged Property. Thereupon, the Trustee shall fix a record date (herein referred to as a "Special Record Date") for the payment of such Defaulted Interest which date shall be not more than 15 nor less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by the Trustee of the notice of the proposed payment. The Trustee shall promptly notify the Company of such Special Record Date and, in the name and at the expense of the Company, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner of a bond of the Third Series at his address as it appears in the bond register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the bonds of the Third Series are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following subsection (ii).

(ii) The Company may make payment of any Defaulted Interest on the bonds of the Third Series in any other lawful manner not inconsistent with the requirements of any securities exchange on which such bonds may be listed and upon such notice as may be required by such exchange, if, after notice given by the Company to the Trustee of the proposed payment pursuant to this subsection, such payment shall be deemed practicable by the Trustee.

Subject to the foregoing provisions of this Section, each bond of the Third Series delivered under the Mortgage upon transfer of or in exchange for or in lieu of any other bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other bond and each such bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(III) The principal of and interest on each bond of the Third Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts or in such other currency or currency unit as shall be determined by or in accordance with a Resolution filed with the Trustee.

(IV) Each bond of the Third Series may be redeemable prior to maturity at the option of the Company, as determined by or in accordance with a Resolution filed with the Trustee. The Company may redeem any of the bonds of the Third Series which are redeemable and remain outstanding either in whole or from time to time in part, upon not less than 30 nor more than 60 days' notice in accordance with Section 12.02 of the Mortgage.

(V) Each bond of the Third Series may be subject to the obligation of the Company to prepay or purchase such bond at the option of the holder thereof, as determined by or in accordance with a Resolution filed with the Trustee.

(VI) Each bond of the Third Series may have such other terms as are not inconsistent with Section 2.03 of the Mortgage and as may be determined by or in accordance with a Resolution filed with the Trustee.

(VII) At the option of the registered owner, any bonds of the Third Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

(VIII) Bonds of the Third Series shall be transferable, upon the surrender thereof for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Third Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 2.08 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Third Series.

[REDACTED]

Execution and delivery of this Second Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage and this Second Supplemental Indenture, it is contemplated that there shall be issued from time to time bonds of the Third Series in an aggregate principal amount not to exceed Two Hundred Million Dollars (\$200,000,000). Bonds of the Third Series shall be issued pro rata on the basis of Class "A" Bonds of the Forty-ninth Series, designated "First Mortgage Bond Medium-Term Notes, Series B," issued under each of the Utah Mortgage and the Pacific Mortgage and delivered to the Trustee. The claim of the registered owner of any such Class "A" Bond shall be limited to the principal amount of the bonds of the Third Series issued and Outstanding on the basis of such Class "A" Bond.

(X) Upon receipt by the Trustee from time to time of a written request or requests (stating that the Trustee holds an aggregate principal amount of Class "A" Bonds of the Forty-ninth Series, designated "First Mortgage Bond Medium-Term Notes, Series B," issued under the Utah Mortgage and the Pacific Mortgage which exceeds the principal amount of bonds of the Third Series then Outstanding and stating the amount of such excess and the principal amount of any such Class "A" Bonds to be cancelled) executed by an Authorized Executive Officer of the Company, the Trustee shall return to the corporate trustee under the Utah Mortgage or corporate trustee under the Pacific Mortgage, as the case may be, for cancellation, a principal amount of Class "A" Bonds issued in the name of and held by the Trustee with respect to bonds of the Third Series not to exceed the excess of the principal amount of such Class "A" Bonds then so held over the principal amount of bonds of the Third Series then Outstanding. Upon cancellation of any such principal amount of Class "A" Bonds, the Trustee shall receive from the corporate trustee under the Utah Mortgage or corporate trustee under the Pacific Mortgage, as the case may be, a Class "A" Bond in the principal amount not so cancelled.

(XI) The Trustee shall, within 30 days after any due date for the payment of interest or principal on bonds of the Third Series with respect to which due date full payment has not been made, notify in writing (signed by the President, a Vice President, an Assistant Vice President or a Trust Officer) the trustees under each of the Utah Mortgage and Pacific Mortgage that interest or principal due and payable on such bonds has not been fully paid and the amount of funds required to make such payment. If after such notice is given the Company cures the nonpayment

within the cure period permitted in the Mortgage, the Trustee shall, as soon as practicable, notify the corporate trustees under the Utah Mortgage and Pacific Mortgage of such cure.

ARTICLE II

Amendment of Mortgage

SECTION 2.01. Article I of the Mortgage is hereby amended by amending the definition of "Class "A" Mortgage" therein to read as follows:

"The term 'Class "A" Mortgage' shall mean the Pacific Mortgage, the Utah Mortgage and each other mortgage or deed of trust or similar indenture hereafter designated an additional Class "A" Mortgage in a supplemental indenture to be executed and recorded as provided in Section 11.06 hereof."

SECTION 2.02. Article XI of the Mortgage is hereby amended by amending Sections 11.03, 11.05 and 11.06 therein to read as follows:

"SECTION 11.03. Unless the Company is in default in the payment of the interest on any bonds then Outstanding hereunder or one or more Defaults shall have occurred and be continuing:

"(a) the Trustee shall vote all bonds issued under the Pacific Mortgage then held by it, or consent with respect thereto, in favor of any or all amendments or modifications of the Pacific Mortgage of substantially the same tenor and effect as any or all of those set forth in Exhibit X to this Indenture;

"(b) the Trustee shall vote all bonds issued under the Utah Mortgage then held by it, or consent with respect thereto, in favor of any or all amendments or modifications of the Utah Mortgage of substantially the same tenor and effect as any or all of those set forth in Exhibit Y to this Indenture;

"(c) the Trustee shall vote all bonds then held by it issued under any mortgage hereafter designated as a Class "A" Mortgage, or consent with respect thereto, in favor of any or all amendments or modifications of said mortgage of substantially the same tenor and effect as any or all of those set forth in Exhibits X and Y to this Indenture; and

"(d) with respect to any other amendments or modifications of a Class "A" Mortgage, the Trustee shall vote all Class "A" Bonds Outstanding under said Mortgage and then held by it, or consent with respect thereto, proportionately with the vote or consent of the holders of all other Class "A" Bonds then voting in person or by proxy or consenting in writing under the Class "A" Mortgage (other than Class "A" Bonds similarly either deposited or pledged); provided, however, if the Class "A" Bonds held by the Trustee are more adversely affected than any Class "A" Bonds not so held, then the Trustee need not so vote without the consent in writing of the holders of a majority in principal amount of the bonds Outstanding hereunder."

"SECTION 11.05. The Company covenants that it will not issue any additional Class "A" Bonds under any provision of any Class "A" Mortgage that permits the issuance of new first mortgage bonds on the basis of first mortgage bonds retired (e.g., Section 29 of the Pacific Mortgage or Section 29 of the Utah Mortgage), except for delivery to the Trustee pursuant to the provisions of Section 4.01 hereof as the basis for the authentication and delivery of bonds hereunder in connection with which an Officers' Certificate is delivered to the Trustee stating that such bonds are to be issued to refund bonds issued hereunder on the basis of such Class "A" Bonds retired, or to refund Class "A" Bonds issued by PacifiCorp, an Oregon corporation, or by its predecessors, PacifiCorp, a Maine corporation (earlier known as Pacific Power & Light Company), or Utah Power & Light Company, a Utah corporation, or its predecessor, Utah Power & Light Company, a Maine corporation, prior to the merger of those corporations into the Company, or to refund bonds hereinafter designated as Class "A" Bonds issued by any corporation prior to its merger into or consolidation with the Company hereafter or its conveyance or transfer of property to the Company hereafter, as provided in Section 11.06 hereof."

"SECTION 11.06. (I) In the event that a corporation which was the mortgagor under a mortgage or deed of trust or similar indenture qualified under the Trust Indenture Act is hereafter merged into or consolidated with the Company, or hereafter conveys or transfers to the Company all or substantially all of such corporation's property of the character defined in this Indenture as Property Additions as an entirety, such mortgage, deed of trust or similar indenture may be designated an

additional Class "A" Mortgage hereunder, upon delivery to the Trustee of the following:

(a) a Resolution authorizing the designation of such mortgage, deed of trust or similar indenture as an additional Class "A" Mortgage hereunder;

(b) an Officers' Certificate complying with the requirements of Section 22.05 hereof (i) stating, as to each signer thereof, that, to the best of his or her knowledge, such mortgage, deed of trust or similar indenture is not in default, (ii) reciting the aggregate principal amount of bonds theretofore issued under such mortgage, deed of trust or similar indenture and the aggregate principal amount of bonds then outstanding thereunder, and (iii) either (x) stating that all bonds outstanding under such mortgage, deed of trust or similar indenture that were issued on the basis of property additions were issued in principal amounts that did not exceed seventy per centum (70%) of the balance of the cost or fair value of such property additions to the issuer of such bonds, (whichever was less) after making deductions and additions similar to those provided for in Section 1.04 hereof or in Section 4 of the Pacific Mortgage or in Section 4 of the Utah Mortgage, or (y) in the event that the foregoing clause (x) is not the case, stating that the Company has (by the certification of the requisite amounts of previously unfunded property additions as set forth in an Engineer's Certificate in the form prescribed by subsection 28(3) of the Pacific Mortgage or subsection 28(3) of the Utah Mortgage or the comparable section of such other mortgage, deed or trust or similar indenture) irrevocably waived its right to the authentication and delivery of further bonds under such mortgage, deed of trust or similar indenture in a principal amount equal to the difference between the aggregate dollar amount of property additions certified to the trustee under such mortgage, deed of trust or similar indenture as the basis for all bonds outstanding thereunder that were issued on the basis of property additions (and outstanding bonds issued on the basis of retirements of bonds issued on the basis of property additions) and ten-sevenths (10/7ths) of the aggregate principal amount of all such outstanding bonds; and

(c) an Opinion of Counsel complying with the requirements of Section 22.05 hereof, stating the signer's opinion to the effect that:
(i) the corporation that was the mortgagor under such mortgage,

deed of trust or similar indenture has been duly and lawfully merged into or consolidated with the Company, or has conveyed or transferred to the Company all or substantially all of such corporation's property of the character defined in this Indenture as Property Additions as an entirety; (ii) such mortgage, deed of trust or similar indenture is qualified under the Trust Indenture Act; (iii) the Company has duly assumed and agreed to perform and pay the obligations of the mortgagor under such mortgage, deed of trust or similar indenture; (iv) such mortgage, deed of trust or similar indenture, when designated a Class "A" Mortgage pursuant to the provisions of this Section 11.06, will constitute a lien upon the property described therein prior to the Lien hereof; (v) the Lien hereof will constitute a lien on the property described in such mortgage, deed of trust or similar indenture subject to no lien thereon prior or equal to the Lien of this Indenture except Qualified Liens, Excepted Encumbrances and the lien of such mortgage, deed of trust or similar indenture; (vi) the terms of such mortgage, deed of trust or similar indenture as then in effect do not permit the further issuance of bonds thereunder except on the basis of cash, property additions of a character substantially similar to those described in Section 1.04 hereof or in Section 4 of the Pacific Mortgage or in Section 4 of the Utah Mortgage, or the retirement of outstanding bonds; (vii) the terms of such mortgage, deed of trust or similar indenture as then in effect do not permit the further issuance of bonds thereunder upon the basis of property additions in a principal amount exceeding seventy per centum (70%) of the balance of the cost or the fair value thereof to the issuer thereunder (whichever shall be less) after making deductions and additions similar to those provided for in Section 1.04 hereof or in Section 4 of the Pacific Mortgage or Section 4 of the Utah Mortgage; (viii) in the case where the corporation that was the mortgagor under such mortgage, deed of trust or similar indenture has conveyed or transferred to the Company all or substantially all of such corporation's property of the character defined in this Indenture as Property Additions as an entirety, no corporation, person or other entity, except for the Company and its successors, has the right to issue bonds, release property or redeem bonds under such mortgage, deed of trust or similar indenture; and (ix) that the indenture supplemental hereto referred to in subdivision (II) of this Section 11.06 complies with the requirements of clauses (i), (ii) and (iii) of said subdivision (II).

(II) At such time as the Company and the Trustee have executed, and the Company has caused to be recorded, an indenture supplemental hereto (i) in which such mortgage, deed of trust or similar indenture has been designated as an additional Class "A" Mortgage, (ii) by which the Company has imposed the Lien of this Indenture upon properties (of the character defined in Section 1.04 hereof as Property Additions) acquired by the Company from such corporation by virtue of the merger, consolidation, conveyance or transfer (and later improvements, extensions and additions thereto and renewals and replacements thereof) as contemplated by Section 18.03 hereof, and (iii) by which such mortgage, deed of trust or similar indenture has been amended to provide that a default thereunder shall include the existence of any "Default," as defined under the Pacific Mortgage, or the existence of any "Default," as defined under the Utah Mortgage, or the existence of any default under another Class "A" Mortgage, which then permits the declaration of the principal of all of the bonds secured by such Class "A" Mortgage and the interest accrued thereupon due and payable (provided that if such default or Default under such Class "A" Mortgage shall be remedied or cured by the Company or waived by the holders of such indebtedness, then the default under such mortgage, deed of trust or similar indenture by reason thereof shall be deemed likewise to have been thereupon remedied, cured or waived without further action upon the part of any party), then such mortgage, deed of trust or similar indenture and all bonds issued and outstanding thereunder shall for all purposes hereof be treated as a Class "A" Mortgage and as Class "A" Bonds to the full and same extent as if specifically identified in Section 1.02 hereof."

SECTION 2.03. Article XVIII of the Mortgage is hereby amended by amending Section 18.03 therein to read as follows:

"SECTION 18.03. In case the Company, as permitted by Section 18.01 hereof, shall be consolidated with or merged into any other corporation, or shall convey or transfer, subject to the Lien of this Indenture, all or substantially all the Mortgaged and Pledged Property as an entirety as aforesaid, neither this Indenture nor the indenture with the Trustee to be executed and caused to be recorded by the successor corporation as in Section 18.02 hereof provided, shall, unless such indenture shall otherwise provide, become or be or be required to become or be a lien upon any of the properties or franchises then owned or thereafter acquired by the successor corporation (by purchase, consolidation, merger, donation, construction, erection or in any other way) except

(a) those acquired by it from the Company, and improvements, extensions and additions thereto and renewals and replacements thereof, (b) the property made and used by the successor corporation as the basis under any of the provisions of this Indenture for one or more Authorized Purposes, and (c) such franchises, repairs and additional property as may be acquired, made or constructed by the successor corporation (1) to maintain, renew and preserve the franchises covered by this Indenture, or (2) to maintain the property mortgaged and intended to be mortgaged hereunder as an operating system or systems in good repair, working order and condition, or (3) in rebuilding or renewal of property subject to the Lien hereof damaged or destroyed, or (4) in replacement of or substitution for machinery, apparatus, equipment, frames, towers, poles, wire, pipe, tools, implements or furniture, or any other fixtures or personalty, subject to the Lien hereof, which shall have become old, inadequate, obsolete, worn out, unfit, unadapted, unserviceable, undesirable or unnecessary for use in the operation of the property mortgaged and intended to be mortgaged hereunder.

"In case any other corporation shall be merged into or consolidated with the Company, or shall convey or transfer to the Company all or substantially all of such corporation's property of the character defined in this Indenture as Property Additions as an entirety, this Indenture shall not (unless an indenture supplemental hereto shall otherwise provide) become or be required to become or be a lien upon any of the properties or franchises owned by such other corporation at the time of the merger, consolidation, conveyance or transfer, or later improvements, extensions or additions thereto or renewals or replacements thereof, except (a) property made and used by the Company as the basis under any of the provisions of this Indenture for one or more Authorized Purposes, and (b) such franchises, repairs and additional property as may be acquired, made or constructed by the Company (1) to maintain, renew and preserve the franchises covered by this Indenture, or (2) to maintain the property mortgaged and intended to be mortgaged hereunder as an operating system or systems in good repair, working order and condition, or (3) in rebuilding or renewal of property subject to the Lien hereof damaged or destroyed, or (4) in replacement of or substitution for machinery, apparatus, equipment, frames, towers, poles, wire, pipe, tools, implements or furniture, or any other fixtures or personalty, subject to the Lien hereof, which shall have become old, inadequate, obsolete, worn out, unfit, unadapted, unserviceable, undesirable or unnecessary for use

in the operation of the property mortgaged and intended to be mortgaged hereunder."

SECTION 2.01. Article XXI of the Mortgage is hereby amended by adding Section 21.11 thereto as follows:

"SECTION 21.11. Anything in this Article to the contrary notwithstanding, the Company may, but shall not be obligated to, fix a record date for the purpose of determining the bondholders entitled to attend and vote in person or by proxy at a meeting of bondholders held pursuant to this Article or to consent to any modification, alteration or other action. If a record date is fixed, those persons who were holders at the close of business of the Trustee on such record date (or their duly designated proxies), and only those persons, shall be entitled to attend and vote in person or by proxy at a meeting of bondholders held pursuant to this Article or to consent to such modification, alteration or other action or to revoke any proxy or consent previously given, whether or not such persons continue to be holders after such record date."

ARTICLE III

Miscellaneous Provisions

SECTION 3.01. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Third Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 3.02. The terms defined in the Mortgage shall, for all purposes of this Second Supplemental Indenture, have the meanings specified in the Mortgage.

SECTION 3.03. The Trustee hereby accepts the trusts hereby declared, provided, created or supplemented, and agrees to perform the same upon the terms and conditions herein and in the Mortgage, as hereby supplemented, set forth, including the following:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XIX of the Mortgage shall apply to and form part of this Second Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions,

variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Second Supplemental Indenture.

SECTION 3.04. Whenever in this Second Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVIII and XIX of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Second Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 3.05. Nothing in this Second Supplemental Indenture, expressed or implied, is intended, or shall be construed to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Second Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Second Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 3.06. This Second Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

ARTICLE IV

Specific Description of Property

The following described properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Pacific Power & Light Company Division of the Company's electric utility systems, or for other purposes, as hereinafter indicated, respectively:

A—HYDROELECTRIC GENERATING PLANTS

A-1—Merwin (formerly named Ariel) Hydroelectric Generating Plant

The following described lands used in connection with the hydroelectric plant and project known as the Merwin Project, located on the Lewis River in the County of Cowlitz, State of Washington.

A-1 Item 18: Lands in Township 6 North, Range 3 East, Willamette Meridian, described as follows:

Beginning at a point which lies north 89° 43' west 641.45 feet from the southeast corner of Section 25, said Township and Range; thence north 36° 26' 34" east 400 feet; thence south 53° 33' 26" east 40 feet; thence south 36° 26' 34" west to a point on the south line of said Section 25; thence along said south line of Section 25 to the point of beginning.

B—STEAM ELECTRIC GENERATING PLANTS
(None described herein)

C—ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

All of the following described real property in the State of Idaho, used by the Company in connection with the operation and maintenance of the electric substation hereinafter designated:

C-177—Priest River Substation

In BONNER County, State of IDAHO:

Land additional to and adjoining the tract described in C-177 Item, described as follows:

C-177 Item 2: Lot 10, Block 17, Gillingham's Second Addition to Priest River according to the plat thereof, recorded in Book 1 of Plats, Page 22, Records of Bonner County, Idaho.

D—ELECTRIC TRANSMISSION LINES
>> (None described herein)

E—ELECTRIC DISTRIBUTION LINES
(None described herein)

F—STEAM HEATING SYSTEMS
(None described herein)

G—WATER SYSTEMS
(None described herein)

H—OFFICE BUILDING
(None described herein)

I—INTENTIONALLY NOT USED

J—MISCELLANEOUS REAL ESTATE

All of the following described real property located in the States of Oregon and Wyoming held for future use as transmission line rights of way, namely:

J-29—Lands in JACKSON County, State of OREGON:

J-29 Item: Beginning at the southeast corner of SOUTH FORTY SUBDIVISION; thence north $89^{\circ} 57' 30''$ west 1260.0 feet to the west line of the southeast quarter of the northwest quarter of Section 4, Township 36 South, Range 2 West, Willamette Meridian; thence south, along said west line, 450.0 feet to the southwest corner of said quarter-quarter; thence east, along the south line of said quarter-quarter; thence east, along the south line of said quarter-quarter, 1260.0 feet to the west line of Wheeler Road; thence north, along said west line, 450.0 feet to the point of beginning.

J-30—Lands in SWEETWATER County, State of WYOMING:

J-30 Item: A tract of land located in Section 22, Township 18 North, Range 107 West of the Sixth Principal Meridian, being more particularly described as beginning at a point 971.31 feet north $11^{\circ} 17' 32''$ east of the west quarter corner of said Section 22; thence south $0^{\circ} 36' 03''$ west 142.13 feet; thence north $79^{\circ} 36' 30''$ east 1,171.89 feet; thence north $0^{\circ} 28' 52''$ east 243.27 feet; thence south $66^{\circ} 09' 05''$ west 468.15 feet along the southerly boundary of the Union Pacific Railroad right of way to the point of a curve to the right, the radius of which is 1,632.69 feet; thence continuing along said railroad right of way and the arc of said curve 741.80 feet and through a central angle of $26^{\circ} 01' 55''$ to the point of beginning.

ARTICLE V

Specific Description of Property

The following described properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Utah Power & Light Company Division of the Company's electric utility systems, or for other purposes, as hereinafter indicated, respectively:

PARAGRAPH ONE

Electric Generating Plants

(None described herein)

PARAGRAPH TWO

Substations, Switchyards and Switchracks

The following described electric substations, switchyards and switchracks, including all buildings, structures, towers, poles, underground structures, conduits, equipment, appliances, and devices thereon or therein for transforming, converting and distributing electric energy, and lands of the Company upon which the same are situated; and all other property of the Company, real, personal, or mixed, forming a part thereof or appertaining thereto; together with all of the Company's easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across, or upon any public street or highway, or the public lands of the United States, or of the State of Utah, or other lands, public or private, within the State of Utah:

BEAVER COUNTY Mt. Holly Substation

UB00021

Beginning at a point S.89°45'17"W. 340.5 feet from the northeast corner of Section 2, T. 29 S., R. 5 W., S.L.M., and running thence S.7°51'04"W. 148.7 feet, thence West 181.7 feet, thence N.7°41'04"E. 147.92 feet, thence N.89°45'17"E. 181.81 feet to the point of beginning, being land acquired by deed dated December 12, 1986 from Leisure Sports Inc., and recorded as instrument No. 161386 in book 229, page 227 in the records of the county recorder of said county.

SALT LAKE COUNTY West Jordan Substation US00201

Beginning at a point N.0°01'15"W. 1321.4 feet, and 520.06 feet East from the south one quarter corner of Section 28, T. 2 S., R. 1 W., S.L.M., and running thence East 141.53 feet, thence S.0°08'00"E. 160 feet, thence West 95.02 feet, thence North 9.99 feet, thence 75.42 feet along the arc of a 50 foot radius curve to the left, thence North 100.11 feet to the point of beginning, being land acquired by deed dated August 19, 1986 from Wallingford Development Inc., and recorded as instrument No. 4299348 in book 5805, page 2460 in the records of the county recorder of said county.

SALT LAKE COUNTY New Thirtieth South Substation US00588

Beginning at a point N.0°02'04"W. 618.23 feet from the east one quarter corner of Section 28, T. 1 S., R. 1 W., S.L.M., and running thence N.0°02'04"W. 827.7 feet, thence West 1001.17 feet, thence N.3°25'28"W. 6.87 feet, thence S. 89°45'14"W. 200.34 feet, thence S.3°35'28"E. 55.18 feet, thence N.89°45'22"E. 171.14 feet, thence S.0°14'38"E. 115 feet, thence S.89°45'22"W. 164.41 feet, thence S.3°35'28"E. 525.58 feet, thence S.51°52'51"E. 86.16 feet, thence S.85°29'51"E. 1094.44 feet to the point of beginning, being a portion of the land acquired by deed dated December 23, 1986, from Research Industries Corp., and recorded as instrument No. 4372614 in book 5856, page 2663 in the records of the county recorder of said county.

SALT LAKE COUNTY New Thirtieth South Substation US00589

Beginning at a point N.0°02'04"W. 33 feet from the east one quarter corner of Section 28, T. 1 S., R. 1 W., S.L.M., and running thence N.0°02'04"W. 384.61 feet, thence N.85°29'51"W. 502.73 feet, thence N.87°25'09"W. 160.03 feet, thence S.0°02'04"E. 65.84 feet, thence S.85°29'51"E. 596.89 feet, thence S.0°02'04"E. 318.66 feet, thence N.89°56'E. 66 feet to the point of beginning, being a portion of the land acquired by deed dated December 23, 1986, from Research Industries Corp., and recorded as instrument No. 4372614 in book 5856, page 2663 in the records of the county recorder of said county.

WASHINGTON COUNTY Quail Creek Substation U1W00056

Beginning at a point S.32°47'15"E. 1768.01 feet from the north one quarter corner of Section 23, T. 41 S., R. 14 W., S.L.M., and running thence S.69°23'07"E. 150 feet, thence S.20°36'53"W. 150 feet, thence N.69°23'07"W. 150 feet, thence N.20°36'53"E. 150 feet to the point of

beginning, being land acquired by deed dated February 23, 1988, from Dixie Cove Estates Partnership, and recorded as instrument No. 328385 in book 478, page 593 in the records of the county recorder of said county.

WASHINGTON COUNTY Ivins Substation U1W00057

Beginning at a point 587.2 feet south, and 2081.1 feet east from the northwest corner of Section 5, T. 42 S., R. 16 W., S.I.M., and running thence S.88°55'27"W. 182 feet, thence N.0°09'45"W. 239 feet, thence N.88°55'27"E. 182 feet, thence N.0°09'45"E. 239 feet to the point of beginning, being land acquired by deed dated December 18, 1987, from Ivins Irrigation Co., and recorded as instrument No. 325316 in book 472, page 710 in the records of the county recorder of said county.

PARAGRAPH THREE

Transmission Lines

(None described herein)

PARAGRAPH FOUR

Distribution Lines and Systems

(None described herein)

PARAGRAPH FIVE

Telephone Lines

(None described herein)

PARAGRAPH SIX

Federal Licenses and Rights of Way

(None described herein)

PARAGRAPH SEVEN

Franchises

(None described herein)

PARAGRAPH EIGHT

Bear Lake Reservoir

(None described herein)

PARAGRAPH NINE
Steam Heat Property
 (None described herein)

PARAGRAPH TEN
Miscellaneous Property

The following described miscellaneous land and rights, and interests in lands acquired by and under the following deeds, recorded in the records of the County Recorders of the Counties in which said properties are located, which are hereby referred to for more particular description of said lands and rights: "

Miscellaneous property—Utah Unimproved

DAVIS COUNTY Ben Lomond—Terminal U2D00165

Beginning at a southeast corner of Section 26, T. 3 N., R. 1 W., S.L.M., and running thence N. 0° 08' 10" W. 1376.12 feet, thence West 45.69 feet, thence S. 89° 21' 40" W. 1414.06 feet, thence S. 1° 18' W. 1327.11 feet, thence N. 88° 45' 22" E. 171.81 feet, thence S. 0° 07' 56" E. 66 feet, thence N. 88° 45' 22" E. 1321.43 feet to the point of beginning, being land acquired by deed dated December 22, 1986 from Ralph Lynn Wilcox, and recorded as instrument No. 765662 in book 1132, page 432 in the records of the county recorder of said county.

IRON COUNTY Sigurd, Nevada line UI00039

Beginning at a point N. 89° 18' 26" E. 192.15 feet from the southwest corner of the southeast quarter of the northwest quarter of Section 13, T. 33 S., R. 9 W., S.L.M., and running thence N. 0° 03' 03" W. 264 feet, thence N. 89° 18' 26" E. 165 feet, thence S. 0° 03' 03" E. 264 feet, thence S. 89° 18' 26" W. 165 feet to the point of beginning, being land acquired by deed dated April 11, 1988 from Barbara Jean Brewer, and recorded as instrument No. 283207 in book 378, page 143 in the records of the county recorder of said county.

SALT LAKE COUNTY Terminal—Camp Williams line US00235

Beginning at a point 1435.7 feet west, and 33 feet south from the northeast corner of Section 11, T. 2 S., R. 2 W., S.L.M., and running thence S. 0° 04' 37" W. 1605 feet, thence West 160 feet, thence N. 0° 04' 37" E. 1605 feet, thence East 160 feet to the point of beginning, being land acquired by deed dated January 8, 1987, from Georgia H. Youngren, and recorded

as instrument No. 4382238 in book 5863, page 2956 in the records of the county recorder of said county.

SALT LAKE COUNTY McDonnell Douglas Loop US00628

Beginning at a point N.89°57'22"W. 307 feet, and S.0°02'38"W. 16.5 feet from the northeast corner of Section 28, T. 1 N., R. 1 W., S.L.M., and running thence S.0°27'30"E. 30 feet, thence S.89°12'45"W. 1009.95 feet, thence N.0°02'38"E. 44.65 feet, thence S.89°57'22"E. 1009.58 feet to the point of beginning, being land acquired by deed dated May 5, 1987, from Salt Lake City Corp., and recorded as instrument No. 4455573 in book 5916, page 2506 in the records of the county recorder of said county.

SALT LAKE COUNTY Terminal — 90th South US00786

Beginning at a point N.0°02'04"W. 617.1 feet from the west one quarter corner of Section 27, T. 1 S., R. 1 W., S.L.M., and running thence S.85°29'51"E. 236.55 feet, thence N.73°20'E. 47.65 feet, thence N.66°25'33"W. 307.18 feet, thence S.0°02'04"E. 117.95 feet to the point of beginning, being land acquired by deed dated July 8, 1987, from Research Industries, Inc., and recorded as instrument No. 4488319 in book 5939, page 258 in the records of the county recorder of said county.

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IN WITNESS WHEREOF, PACIFICORP has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by an Authorized Executive Officer of the Company, and its corporate seal to be attested to by its Secretary or one of its Assistant Secretaries for and in its behalf, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Assistant Vice Presidents, and its corporate seal to be attested to by one of its Assistant Secretaries, all as of the day and year first above written.

[SEAL]

PACIFICORP

By

[Signature]
Vice President and Treasurer

Attest:

[Signature]
Assistant Secretary

[SEAL]

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK, As Trustee

By

[Signature]
Assistant Vice President

Attest:

[Signature]
Assistant Secretary

STATE OF OREGON }
COUNTY OF MULTNOMAH } SS.:

On this tenth day of January, 1990, before me, LEONARD W. SURRY, a Notary Public in and for the State of Oregon, personally appeared ROBERT F. LANZ and JOHN M. SCHWEITZER, known to me to be a Vice President and an Assistant Secretary, respectively, of PacifiCorp, an Oregon corporation, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said corporation and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal the day and year first above written.

[SEAL]

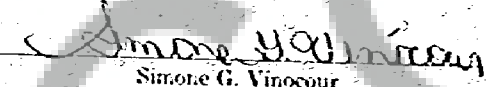

Leonard W. Surry
My Commission expires: October 27, 1992
Residing at: Gresham, Oregon

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

On this fourth day of January, 1990, before me, SIMONE G. VINOCOUR, a Notary Public in and for the State of New York, personally appeared W.A. SPOONER and CATHERINE F. DONOHUE, known to me to be an Assistant Vice-President and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York corporation, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said corporation and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal the day and year first above written.

[SEAL]


Simone G. Vinocour
Notary Public, State of New York
No. 31-433491
Qualified in New York County
Commission expires: November 7, 1990
Residing at Jersey City, New Jersey

