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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*

Third Supplemental Indenture

Dated as of March 31, 1991

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

RETURN TO:
Property Management Dept.
Pacific Power & Light Co.
920 S.W. Sixth Avenue
Portland, OR 97204

THIRD SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the thirty-first day of March, 1991, 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 60 Wall Street, New York, New York 10260 (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 "Third 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 Third 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 and property thereafter acquired, made or constructed and intended to be subject to the Lien thereof; 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 Supplemental Indentures as follows:

	<u>Dated as of</u>
First	March 31, 1989
Second	December 29, 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	\$ 0
Second—Medium-Term Notes, Series A	various	162,000,000	162,000,000
Third—Medium-Term Notes, Series B	various	185,500,000	185,500,000;

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

WHEREAS, the execution and delivery by the Company of this Third Supplemental Indenture, and the terms of the bonds of the Fourth 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 ensealing 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 III and IV 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 Mortgage 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 Third 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 con-

veyed, 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

Fourth Series of Bonds

SECTION 1.01. There shall be a series of bonds designated "Secured Medium-Term Notes, Series C" (herein sometimes referred to as the Fourth 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.

(1) Bonds of the Fourth 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 Fourth Series and to provide for exchangeability of such coupon bonds with the bonds of the Fourth Series issued hereunder in full registered form and to make all appropriate provisions for such purpose.

(II) Bonds of the Fourth 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 Fourth Series shall be dated and shall accrue interest as in Section 2.06 of the Mortgage provided.

Interest payable on any bond of the Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth Series delivered under the Mortgage upon transfer of or in ex-

change 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth 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 Fourth Series.

(IX) After the execution and delivery of this Third Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage and this Third Supplemental Indenture, it is contemplated that there shall be issued from time to time bonds of the Fourth Series in an aggregate principal amount not to exceed Three Hundred Million Dollars (\$300,000,000). Bonds of the Fourth Series shall be issued pro rata on the basis of Class "A" Bonds of the Fiftieth Series, designated "First Mortgage Bond Medium-Term Notes, Series C," 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 Fourth 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 Fiftieth Series, designated "First Mortgage Bond Medium-Term Notes, Series C," issued under the Utah Mortgage and the Pacific Mortgage which exceeds the principal amount of bonds of the Fourth 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 Fourth 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 Fourth 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 Fourth 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

Miscellaneous Provisions

SECTION 2.01. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Fourth Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 2.02. The terms defined in the Mortgage shall, for all purposes of this Third Supplemental Indenture, have the meanings specified in the Mortgage.

SECTION 2.03. 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 Third 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 Third 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 Third Supplemental Indenture.

SECTION 2.04. Whenever in this Third 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 Third 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 2.05. Nothing in this Third 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 Third Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Third 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 2.06. This Third 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 III

Specific Description of Property

The following 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:

B—STEAM ELECTRIC GENERATING PLANTS

B-14—Centralia Coal Mine Properties

The following lands used in connection with the Centralia mine and coal preparation facilities in Lewis and Thurston Counties, State of Washington:

Lands in Lewis County, State of Washington.

B-14 Item 10: A tract of land in Township 14 North, Range 1 West, W.M., and Township 15 North, Range 1 West, W.M., described as follows:

Parcel 1:

The Northeast quarter and the Northwest quarter of Section 2, Township 14 North, Range 1 West, W.M.

Parcel 2:

The North half of the Northeast quarter and that portion of the Northeast quarter of the Northwest quarter of Section 3, Township 14 North, Range 1 West, W.M., lying Easterly of vacated Mendota Road.

Parcel 3:

The Northwest quarter, the Southwest quarter, and the Southeast quarter of Section 4, Township 14 North, Range 1 West, W.M.

Parcel 4:

The Northeast quarter, the Northwest quarter and the Southeast quarter, Section 5, Township 14 North, Range 1 West, W.M.

Parcel 5:

The Northeast quarter, the Northwest quarter, and the Northeast quarter of the Southeast quarter, Section 6, Township 14 North, Range 1 West, W.M.

Parcel 6:

The East half of the Northeast quarter and the East half of the East half of the Northwest quarter of the Northeast quarter, Section 8, Township 14 North, Range 1 West, W.M.

Parcel 7:

The Northwest quarter of Section 14, Township 14 North, Range 1 West, W.M.

Parcel 8:

The North half of the Northeast quarter, Section 16, Township 14 North, Range 1 West, W.M.

Parcel 9:

The South half of the Southwest quarter of Section 27, Township 15 North, Range 1 West, W.M.

*Parcel 10:**Subparcel A:*

The West half of the Northwest quarter and that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 15 North, Range 1 West, W.M., lying Southerly of Victory Mine Road; EXCEPT that portion described as follows: BEGINNING at a point on the Big Hanaford Road 435 feet North of the South line of said Subdivision; thence East 100 feet; thence North to the Southerly line of the Victory Mine Road; thence Westerly along said Southerly line of the West line of the Big Hanaford Road; thence South to the Point of Beginning; EXCEPT ALSO that portion lying East of parcel conveyed to Vernon F. Rector, et ux, by deed recorded under Auditor's File No. 529955 and South of parcel conveyed to C.H. Post by deed recorded under Auditor's File No. 309862.

ALSO that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 15 North, Range 1 West, W.M., described as follows: BEGINNING at the Southeast corner of that certain property described conveyed to Byron Wesley Miller and Leona Alma Miller, husband and wife, by deed recorded October 9, 1979 under Auditor's File No. 269424; thence Westerly along the Southerly boundary of the Miller property to East boundary line of the Big Hanaford Road; thence South along the East line of said road 50 feet; thence Easterly parallel to and 50 feet distant from the Southerly boundary of the Miller Property to

the East line of the Northwest quarter; thence North 50 feet to the Point of Beginning; EXCEPT Victory Mine Road and Big Hanaford Road.

Subparcel B:

The West half of the Southwest quarter of Section 28, Township 15 North, Range 1 West, W.M.

ALSO, that portion of the Southeast quarter of the Northwest quarter of Section 28, Township 15 North, Range 1 West, W.M., described as follows: BEGINNING at a point on the Big Hanaford Road 435 feet North of the South line of said subdivision; thence East 100 feet; thence North to the Southerly line of the Victory Mine Road; thence Westerly along said Southerly line to the West line of the Big Hanaford Road; thence South to the Point of Beginning.

ALSO that part of the Southeast quarter of the Northwest quarter of Section 28, Township 15 North, Range 1 West, W.M., lying East of that certain property described in Warranty Deed from Angeline Parkin, a Widow, to Vernon F. Rector and Mazie A. Rector, husband and wife, recorded March 31, 1954, under Auditor's File No. 529955 and South of that certain property described in Treasurer's Deed to C.H. Post, recorded October 20, 1937 under Auditor's File No. 309862.

ALSO that portion of the Southeast quarter of the Northeast quarter of Section 28, Township 15 North, Range 1 West, W.M., lying Southwesterly of the Northeasterly line of the Hanaford Creek Logging Company Railroad grade, said Northeasterly line being described as follows: BEGINNING at a point on the West line of said Subdivision 454.44 feet North of the Southwest corner thereof; thence South $53^{\circ}11'14''$ East, 191.69 feet; thence South $55^{\circ}33'09''$ East, 426.73 feet; thence South $56^{\circ}52'32''$ East, 163.58 feet; thence South $54^{\circ}47'22''$ East, 93.84 feet to the South line of said Subdivision and the terminus of said line; EXCEPT Victory Mine Road and Big Hanaford Road.

Subparcel C:

That portion of the East quarter of the East half of the Northwest quarter of Section 28, Township 15 North, Range 1 West, W.M., lying Northerly of Big Hanaford Road.

*Parcel II:**Subparcel A:*

All of Section 29, Township 15 North, Range 1 West, W.M.; EXCEPT that portion described as follows: BEGINNING at the West quarter corner of said Section 29; thence along the West line of said Section 29, North $3^{\circ}09'00''$ East a distance of 527.33 feet; thence South $80^{\circ}00'00''$ East a distance of 2,000.00 feet; thence South a distance of 729.95 feet, more or less, to a point on the Northerly right of way line of the Hanaford Valley County Road as said road was located as of October 1, 1970; thence generally Westerly along said Northerly right of way line to a point designated Engineer's Station 279 + 92.0 on the Lewis County Survey of a said right of way, which point is South $3^{\circ}09'00''$ West a distance of 511.73 feet and South $80^{\circ}00'00''$ East a distance of 1,215.72 feet more or less, from the West quarter corner of said Section 29; thence North $80^{\circ}00'00''$ West a distance of 1,215.72 feet, more or less, to a point on the West line of said Section 29 which is South $3^{\circ}09'00''$ West a distance of 511.73 feet from the West quarter corner of said Section 29; thence continuing North $80^{\circ}00'00''$ West a distance of 1,298.29 feet; thence North $17^{\circ}00'28''$ East a distance of 94.18 feet; thence South $89^{\circ}35'39''$ East a distance of 991.86 feet; thence North $52^{\circ}12'01''$ East a distance of 86.24 feet; thence North $19^{\circ}35'38''$ East a distance of 492.54 feet; thence North $3^{\circ}44'41''$ West a distance of 229.89 feet; thence South $80^{\circ}00'00''$ East a distance of 99.49 feet, more or less, to a point on the East line of said Section 30 North $3^{\circ}9'00''$ East a distance of 527.33 feet from the East quarter corner of said Section 30; thence South $3^{\circ}09'00''$ West a distance of 527.33 feet to the

East quarter corner of said Section 30; EXCEPT Big Hanaford Road.

Subparcel B:

That portion of the following described property lying in the South half of the Northwest quarter and the North half of the Southwest quarter of Section 29, Township 15 North, Range 1 West, W.M., described as follows: BEGINNING at the West quarter corner of said Section 29; thence along the West line of said Section 29, North $3^{\circ}09'00''$ East a distance of 527.33 feet; thence South $80^{\circ}00'00''$ East a distance of 2,000.00 feet; thence South a distance of 729.95 feet, more or less, to a point on the Northerly right of way line of the Hanaford Valley County Road as said road was located as of October 1, 1970; thence generally Westerly along said Northerly right of way line to a point designated Engineer's Station 279 + 92.0 on the Lewis County Survey of said right of way, which point is South $3^{\circ}09'00''$ West a distance of 511.73 feet and South $80^{\circ}00'00''$ East a distance of 1,215.72 feet more or less, from the West quarter corner of said Section 29; thence North $80^{\circ}00'00''$ West a distance of 1,215.72 feet, more or less, to a point on the West line of said Section 29 which is South $3^{\circ}09'00''$ West a distance of 511.73 feet from the West quarter corner of said Section 29; thence continuing North $80^{\circ}00'00''$ West a distance of 1,298.29 feet; thence North $17^{\circ}00'28''$ East a distance of 94.18 feet; thence South $89^{\circ}35'39''$ East a distance of 991.86 feet; thence North $52^{\circ}12'01''$ East a distance of 86.24 feet; thence North $19^{\circ}35'38''$ East a distance of 492.54 feet; thence North $3^{\circ}44'41''$ West a distance of 229.89 feet; thence South $80^{\circ}00'00''$ East a distance of 99.49 feet, more or less, to a point on the East line of said Section 30 which is North $3^{\circ}09'00''$ East a distance of 527.33 feet from the East quarter corner of said Section 30; thence South $3^{\circ}09'00''$ West a distance of 527.33 feet to the East quarter corner of said Section 30.

Parcel 12:

The North half, the North half of the Southwest quarter, the Southwest quarter of the Southwest quarter, the North half of the Southeast quarter and the Southeast quarter of the Southeast quarter, Section 30, Township 15 North, Range 1 West, W.M.

ALSO, the West 400 feet of the North 850 feet of the Southeast quarter of the Southwest quarter, and the East 660 feet of the West 1,060 feet of the North 320 feet of the Southeast quarter of the Southwest quarter, Section 30, Township 15 North, Range 1 West, W.M.

ALSO, that portion of the Southwest quarter of the Southeast quarter of Section 30, Township 15 North, Range 1 West W.M., described as follows: BEGINNING at a point on the North line of said Subdivision, which is 916.10 feet West of the Northeast corner thereof; thence East along said North line of said Subdivision 916.10 feet to the Northeast corner thereof; thence South along the East line of said Subdivision 600.00 feet; thence West and parallel with the North line of said Subdivision 400.00 feet; thence Northwesterly 791.43 feet, more or less, to the Point of Beginning; EXCEPT the following described subparcels:

Exception Subparcel A

That portion within the North half of the Southwest quarter of said Section 30, described as follows: BEGINNING at a point which is South 83°04'00" East 1,320.92 feet from the West quarter corner of said Section 30; thence along the following courses and distances: East 521.56 feet; thence North 42°09'20" East 7.53 feet; thence East 53.83 feet; thence South 37°28'50" East 35.99 feet; thence East 169.73 feet; thence South 226.23 feet; thence East 291.16 feet; thence South 210.10 feet; thence West 169.02 feet; thence North 42°09'20" West 26.36 feet; thence West 521.56 feet; thence North 169.24 feet, more or less, to the Point of Beginning.

Exception Subparcel B (Surge Pond Site)

That portion of the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of said Section 30, described as follows: BEGINNING at a point which is South $14^{\circ}45'30''$ East 171.83 feet from the West quarter corner of said Section 30; thence North $00^{\circ}13'20''$ West 1,295.00 feet; thence South $89^{\circ}45'40''$ East 1,195.01 feet; thence South 1,280.00 feet; thence South $89^{\circ}31'10''$ West 1,190.04 feet, more or less, to the Point of Beginning.

Exception Subparcel C (Effluent Pond Site)

That portion of the South half of the Northwest quarter of said Section 30, described as follows: BEGINNING at a point which is North $77^{\circ}38'50''$ East 1,350.02 feet from the West quarter corner of said Section 30; thence North 450.00 feet; thence East 455.00 feet; thence South 450.00 feet, thence West 455.00 feet to the Point of Beginning.

Exception Subparcel D (Cooling Tower Site 1-A)

That portion of the Southwest quarter of the Southwest quarter of said Section 30, described as follows: BEGINNING at a point which is South $13^{\circ}29'50''$ East 2,466.79 feet from the West quarter corner of said Section 30; thence East 76.00 feet; thence South 256.00 feet; thence West 76.00 feet; thence North 256.00 feet to the Point of Beginning.

Exception Subparcel E (Cooling Tower Site 1-B)

That portion of the Southwest quarter of the Southwest quarter of said Section 30, described as follows: BEGINNING at a point which is South $19^{\circ}11'00''$ East 2,513.21 feet from the West quarter corner of said Section 30; thence East 76.00 feet; thence South 256.00 feet; thence West 76.00 feet; thence North 256.00 feet to the Point of Beginning.

Exception Subparcel F (Cooling Tower Site 2-A)

That portion of the West half of the Southwest quarter of said Section 30, described as follows: BEGINNING at a point which is South $37^{\circ}18'10''$ East 1,653.59 feet from the West quarter corner of said Section 30; thence South $85^{\circ}00'00''$ East 76.00 feet; thence South $05^{\circ}00'00''$ West 256.00 feet; thence North $85^{\circ}00'00''$ West 76.00 feet; thence North $05^{\circ}00'00''$ East 256.00 feet to the Point of Beginning.

Exception Subparcel G (Cooling Tower Site 2-B)

That portion of the South half of the Southwest quarter of the Southwest quarter of said Section 30, described as follows: BEGINNING at a point which is South $30^{\circ}52'40''$ East 2,174.73 feet from the West quarter corner of said Section 30; thence North $49^{\circ}00'00''$ East 76.00 feet; thence North $41^{\circ}00'00''$ East 256.00 feet; thence South $49^{\circ}00'00''$ West 76.00 feet; thence North $41^{\circ}00'00''$ West 256.00 feet to the Point of Beginning; EXCEPT ALSO Big Hanaford Road.

Exception Subparcel H (Tract D)

That portion of the Northwest quarter, the Southwest quarter and the South half of the Northeast quarter of Section 30, Township 15 North, Range 1 West W.M., more particularly described as beginning at the West quarter corner of said Section 30; thence along the West line of said Section 30, North $1^{\circ}27'40''$ East a distance of 1,564.06 feet; thence North $52^{\circ}35'22''$ East a distance of 832.44 feet; thence North $89^{\circ}07'03''$ East a distance of 996.90 feet; thence North $51^{\circ}20'53''$ East a distance of 292.39 feet; thence South $86^{\circ}05'24''$ East a distance of 815.90 feet, more or less, to a point on the North-South quarter line of said Section 30, said point being South $3^{\circ}00'20''$ West a distance of 373.17 feet from the North quarter corner of said Section 30; thence along said North-South quarter line South $3^{\circ}00'20''$ West a distance of 1,197.46 feet; thence South $80^{\circ}44'05''$ East a distance of 2,255.86 feet; thence South

a distance of 85.03 feet; thence South $59^{\circ}07'42''$ East a distance of 326.89 feet; thence South $3^{\circ}41'41''$ East a distance of 11.32 feet; thence North $80^{\circ}00'00''$ West a distance of 2,789.40 feet to a point, said point being North $70^{\circ}40'20''$ East a distance of 2,595.02 feet from the west quarter corner of said Section 30; thence South a distance of 1,015.00 feet; thence East a distance of 150.00 feet; thence South a distance of 100.00 feet; thence South $20^{\circ}08'50''$ West a distance of 317.81 feet; thence South $70^{\circ}00'00''$ East a distance of 144.20 feet, more or less, to a point on the North-South quarter line of said Section 30, said point being North $3^{\circ}00'20''$ East a distance of 2,212.72 feet from the South quarter corner of said Section 30; thence along said North-South quarter line South $3^{\circ}00'20''$ West a distance of 850.57 feet, more or less, to the Southeast corner of the Northeast quarter of the Southwest quarter of said Section 30; thence along the South line of said Northeast quarter of the Southwest quarter North $87^{\circ}20'30''$ West a distance of 911.12 feet, more or less, to the Northeast corner of the North 850 feet of the West 400 feet of the Southeast quarter of the Southwest quarter of said Section 30; thence along the East line of said North 850 feet of the West 400 feet South $1^{\circ}56'40''$ West a distance of 850.00 feet to the Southeast corner thereof; thence along the South line of said North 850 feet of the West 400 feet North $87^{\circ}20'30''$ West a distance of 400.00 feet to the Southwest corner thereof; thence along the West line of the Southeast quarter of the Southwest quarter of said Section 30, South $1^{\circ}56'40''$ West a distance of 493.28 feet to the Southeast corner of Government Lot 4 of said Section 30; thence along the South line said Section 30 North $86^{\circ}29'40''$ West a distance of 763.71 feet; thence North $9^{\circ}22'04''$ West a distance of 2,716.07 feet, more or less, to the West quarter corner of said Section 30.

Exception Subparcel H (Tract II)

That portion of the Northwest quarter of the Southeast quarter of Section 30, Township 15 North, Range

1 West W.M., more particularly described as commencing at the South quarter corner of said Section 30; thence along the North-South quarter line of said Section 30 North $3^{\circ}00'20''$ East a distance of 2,212.72 feet; thence South $70^{\circ}00'00''$ East a distance of 691.18 feet to the True Point of Beginning for this description; thence South $86^{\circ}51'20''$ East a distance of 236.13 feet; thence South $71^{\circ}14'30''$ West a distance of 14.22 feet; thence North $86^{\circ}07'46''$ West a distance of 222.22 feet to the True Point of Beginning.

Exception Subparcel H (Tract III)

That portion of the North half of the Southeast quarter of Section 30, Township 15 North, Range 1 West W.M., more particularly described as commencing at the East quarter corner of said Section 30; thence along the East line of said Section 30 South $3^{\circ}09'00''$ West a distance of 511.73 feet; thence North $80^{\circ}00'00''$ West a distance of 1,293.29 feet to the True Point of Beginning for this description; thence continuing North $80^{\circ}00'00''$ West a distance of 136.41 feet; thence South $7^{\circ}53'00''$ West a distance of 328.10 feet; thence South $71^{\circ}14'30''$ West a distance of 253.37 feet; thence North $81^{\circ}42'31''$ East a distance of 240.90 feet; thence North $55^{\circ}31'17''$ East a distance of 114.28 feet; thence North $17^{\circ}00'28''$ East a distance of 296.32 feet to the True Point of Beginning.

Parcel 13:

The East half of Section 31, Township 15 North, Range 1 West, W.M.

ALSO the North 200 feet of Government Lot 1, Section 31, Township 15 North, Range 1 West, W.M.; EXCEPT the West 125.23 feet of said Government Lot 1.

ALSO that portion of the West half of Section 31, Township 15 North, Range 1 West, W.M., described as follows: BEGINNING at the Northwest corner of said Section 31; thence South $86^{\circ}29'40''$ East along the North line of said Section 31, a distance of 125.23 feet; thence South $1^{\circ}09'50''$

West a distance of 1,760.03 feet; thence South $31^{\circ}05'20''$ East a distance of 4,149.75 feet, more or less, to a point on the South line of said Section 31, which is South $87^{\circ}43'30''$ East 2,344.05 feet from the Southwest corner of said Section; thence North $87^{\circ}43'30''$ West a distance of 763.29 feet along said South line; thence North $31^{\circ}05'20''$ West a distance of 3,061.29 feet, more or less, to a point on the West line of said Section 31, which is South $1^{\circ}12'30''$ West 2,672.73 feet from the Northwest corner of said Section; thence North $1^{\circ}12'30''$ East a distance of 2,672.73 feet, more or less, along the West line of said Section 31, to the Point of Beginning.

Parcel 14:

All of Section 32, Township 15 North, Range 1 West, W.M.

Parcel 15:

All of Section 33, Township 15 North, Range 1 West, W.M.

Parcel 16:

All of Section 34, Township 15 North, Range 1 West, W.M.; EXCEPT the Northeast quarter of the Northeast quarter.

Parcel 17:

The East half of the Northeast quarter and the Southeast quarter, Section 25, Township 15 North, Range 2 West, W.M.; EXCEPT that portion described as follows: BEGINNING at the Northwest corner of the Southeast quarter; thence South $88^{\circ}27'40''$ East along the North line of said Subdivision 301.4 feet; thence North $01^{\circ}55'40''$ East, 124.9 feet to the centerline of Big Hanaford Road; thence south $63^{\circ}56'20''$ East along said Centerline 1,050.1 feet; thence South $26^{\circ}30'10''$ West, 1,200.7 feet; thence North $88^{\circ}29'50''$ West, 750.0 feet to the West line of said Southeast quarter; thence North $01^{\circ}30'10''$ East along said West line 1,400.0 feet to the Point of Beginning; EXCEPT ALSO Big Hanaford Road.

Parcel 18:

That portion of the East half of the Northeast quarter, Section 26, Township 15 North, Range 2 West, W.M. lying Northerly of Big Hanaford Road.

*Parcel 19:**Subparcel A:*

That portion of the South half of the Northwest quarter and the North half of the Southwest quarter of Section 29, and in the Southeast quarter of the Northeast Quarter and the Northeast quarter of the Southeast Quarter of Section 30, both in Township 15 North, Range 1 West W.M., more particularly described as beginning at the west quarter corner of said Section 29; thence along the west line of said Section 29, North $3^{\circ}09'00''$ East a distance of 527.33 feet; thence South $80^{\circ}00'00''$ East a distance of 2,000.00 feet; thence South a distance of 729.95 feet, more or less, to a point on the Northerly right of way line of the Hanaford Valley County Road as said road was located as of October 1, 1970; thence generally Westerly along said Northerly right of way line to a point designated Engineer's Station 279 + 92.0 on the Lewis County survey of said right of way, which point is South $3^{\circ}09'00''$ West a distance of 511.73 feet and South $80^{\circ}00'00''$ East a distance of 1,215.72 feet, more or less, from the West quarter corner of said Section 29; thence North $80^{\circ}00'00''$ West a distance of 1,215.72 feet, more or less, to a point on the West line of said Section 29 which is South $3^{\circ}09'00''$ West a distance of 511.73 feet from the West quarter corner of said Section 29; thence continuing North $80^{\circ}00'00''$ West a distance of 1,298.29 feet; thence North $17^{\circ}00'28''$ East a distance of 94.18 feet; thence South $89^{\circ}35'39''$ East a distance of 991.86 feet; thence North $52^{\circ}12'01''$ East a distance of 86.24 feet; thence North $19^{\circ}35'38''$ East a distance of 492.54 feet; thence North $3^{\circ}44'41''$ West a distance of 229.89 feet; thence South $80^{\circ}00'00''$ East a distance of 99.49 feet, more or less, to a point on the East line of said

Section 30 which is North $3^{\circ}09'00''$ East a distance of 527.33 feet from the East quarter corner of said Section 30; thence South $3^{\circ}09'00''$ West a distance of 527.33 feet to the East quarter corner of said Section 30.

Subparcel B:

That portion of the Northwest quarter of the Southeast quarter of Section 30, Township 15 North, Range 1 West W.M., more particularly described as commencing at the South quarter corner of said Section 30; thence along the North-South quarter line of said Section 30, North $3^{\circ}00'20''$ East a distance of 2,212.72 feet; thence South $70^{\circ}00'00''$ East a distance of 691.18 feet; thence South $86^{\circ}51'20''$ East a distance of 236.13 feet to the True Point of Beginning for this description; thence continuing South $86^{\circ}51'20''$ East a distance of 24.26 feet; thence North $71^{\circ}14'30''$ East a distance of 26.50 feet; thence South $81^{\circ}41'42''$ West a distance of 49.83 feet to the True Point of Beginning.

Lands in Thurston County, State of Washington.

B-14 Item 11: A tract of land in Township 15 North, Range 1 West, W.M. and Township 15 North, Range 2 West, W.M., described as follows:

Parcel 1:

Lot Four, the Southeast quarter of the Southwest quarter, and all of the Southeast quarter of Section 7; all of Section 18; and the Northwest quarter of the Northeast quarter, the Northeast quarter of the Northwest quarter, and Lot One of Section 19, all in Township Fifteen North, Range One West, W.M.; EXCEPTING THEREFROM that part of the West half of the Northwest quarter of said Lot Four of Section 7 lying Southerly of Skookumchuck River; EXCEPTING ALSO that portion of said Lot Four lying Northerly of said Skookumchuck River, and EXCEPTING ALSO from said Lot Four the county road known as Tono Bucoda Road.

Parcel 2:

That part of the Southwest quarter of the Southwest quarter of Section 8, Township 15 North, Range 1 West, W.M., lying southwesterly of the county road known as Tono Bucoda Road.

ALSO, that part of Section 17, Township 15 North, Range 1 West, W.M., lying Westerly of the county road known as Tono Bucoda Road, and Westerly of the re-aligned Tono-Bucoda Road as conveyed to Thurston County by Deed recorded under Auditor's File No. 8712240053; TOGETHER WITH the vacated Tono Road as vacated by Resolution No. 5395 and recorded under Auditor's File No. 8607080057, lying within said Section 17.

ALSO, all of Section 19, Township 15 North, Range 1 West, W.M. EXCEPTING THEREFROM Government Lot 1, the Northeast quarter of the Northwest quarter, and the Northwest quarter of the Northeast quarter; TOGETHER WITH the vacated O'Conner Road as vacated by Resolution recorded under Auditor's File No. 8110270055, lying within said Section 19.

ALSO, that part of the West half of Section 20, Township 15 North, Range 1 West, W.M., lying Northwesternly of a line described in Ordinance and Agreement recorded December 9, 1930 in Volume 135 of Deeds, page 412; TOGETHER WITH the vacated Tono Road as vacated by Resolution No. 8395 and recorded under Auditor's File No. 5607050057, lying within said Section 20.

ALSO, the Northeast quarter, the East half of the Northwest quarter, and the Northeast quarter of the Southeast quarter, of Section 24, Township 15 North, Range 2 West, W.M.; TOGETHER WITH the vacated O'Conner Road as recorded by resolution recorded under Auditor's File No. 8110270055, lying within said Section 24.

Parcel 3:

The Northeast quarter of Section 20; and the West half of the Northwest quarter of Section 21; All in Township 15 North, Range 1 West, W.M.

Parcel 4a:

The Southwest quarter of the Northwest quarter; and that part of the Northwest quarter of the Southwest quarter lying Northerly of the former railroad right-of-way of the Oregon-Washington Railroad and Navigation Company; in Section 24, Township 15 North, Range 2 West, W.M.; TOGETHER WITH that part of vacated O'Conner Road lying within said Southwest quarter of the Northwest quarter.

Parcel 4b:

The Southeast quarter of the Southeast quarter of Section 24, Township 15 North, Range 2 West, W.M.; TOGETHER WITH vacated O'Conner Road as vacated by resolution recorded under Auditor's File No. 5110270055, lying within said Southeast quarter of the Southeast quarter.

Parcel 5:

The Northeast quarter of the Southwest quarter, and the Northwest quarter of the Southeast quarter; in Section 24, Township 15 North, Range 2 West, W.M.; TOGETHER WITH vacated O'Conner Road as vacated by resolution recorded under Auditor's File No. 8110270085, lying within the Northwest quarter of said Southeast quarter.

Parcel 6:

All of the former railroad right-of-way of the Oregon-Washington Railroad and Navigation Company as the same crosses the Northwest quarter of the Southwest quarter of Section 24, Township 15 North, Range 2 West, W.M.

Parcel 7:

All of the former railroad right-of-way of the Oregon-Washington Railroad and Navigation Company as the same crosses the South half of Section 23, Township 15 North, Range 2 West, W.M.

Parcel 8:

That part of the West half of the Southeast quarter of the Southeast quarter of Section 23, Township 15 North, Range

2 West, W.M., lying Southerly of tract conveyed to Centralia Eastern Railroad Company by Deed dated November 15, 1907, and recorded in Volume 70 of Deeds, page 28.

Parcel 9a:

The North half of the Northeast quarter; EXCEPTING THEREFROM that part lying Northerly of a line described as beginning at a point on the West line of said Northeast quarter, South 2°3' East 498.85 feet from the North quarter corner of said Section and running thence South 68°37' East 39.6 feet, South 61°17' East 227.1 feet, South 44°56' East 382 feet, North 81°07' East 96.3 feet, along the right bank of Skookumchuck River 600.75 feet more or less, North 68°20' East 159.8 feet, North 75°19' East 175.3 feet, North 88°36' East 158.1 feet, North 43°40' East 296.15 feet, North 42°06' East 254.4 feet, North 61°30' East 290.55 feet AND North 70°48' East 298.7 feet to a point on the East line of Section 13, South 1°13' West 153.77 feet from its Northeast corner. ALSO, the Southwest quarter of the Northeast quarter; ALSO, the Northwest quarter of the Southeast quarter; ALSO, the Northeast quarter of the Southwest quarter; All in Section 13, Township 15 North, Range 2 West, W.M.

Parcel 9b:

The Southeast quarter of the Northeast quarter; the East half of the Southeast quarter; the Southwest quarter of the Southeast quarter; and the Southeast quarter of the Southwest quarter; all in Section 13, Township 15 North, Range 2 West, W.M.

Parcel 10a:

The North half of Section 16, Township 15 North, Range 1 West, W.M.

Parcel 10b:

The Southwest quarter of the Southwest quarter of Section 9, Township 15 North, Range 1 West, W.M.

Parcel 11:

Tract 18; the South 216 feet of Tract 19; and the South 216 feet of Tract 20; all in Valley Farm Tracts as recorded in Volume 8 of Plats, page 78; EXCEPTING THEREFROM the North 541 feet of Tract 18.

Parcel 12a:

That part of Lot 5 and of the West half of the Southwest quarter of Section 10, Township 15 North, Range 1 West, W.M. lying Easterly of the Easterly line of Valley Farm Tracts as recorded in Volume 8 of Plats, page 78, and of said Easterly line extended, and South of a line running East from a point on the West line of said Section 10, 3135 feet South of its Northwest corner, and all of Lot 6 of said Section 10, Lot 3 of Section 15 Township 15 North, Range 1 West, W.M., and that part of Ticknor Donation Claim No. 42, Township 15 North, Range 1 West, W.M. lying Southerly of county road known as Skookumchuck Road, and West of the East line of the South portion of tract conveyed to J.W. Davis by deed dated March 3, 1903 and recorded in Volume 48 of Deeds, page 664, and said East line extended; EXCEPTING THEREFROM that part lying Southerly and Westerly of a line described as beginning at a point on said Easterly line of Valley Farms Tracts, South $2^{\circ}21'$ East 1546 feet from its Northeast corner and running thence North $88^{\circ}07'$ East 450 feet, South $2^{\circ}21'$ East 863.8 feet and Southeasterly 1420 feet, more or less, to the Southeast corner of said Davis Tract.

Parcel 12b:

That part of Ticknor Donation Claim No. 42 Township 15 North, Range 1 West, W.M., lying Southerly of county road known as Skookumchuck Road, East of the East line of the Southerly portion of tract conveyed to J.W. Davis by deed dated March 3, 1903 and recorded in Volume 48 of Deeds, page 664, and of said East line extended, and Westerly of a line described as beginning at a point on the South line of said Ticknor Claim 610.5 feet West of its Southeast corner and running thence Northeasterly to said road, 247.5 feet

Northwesterly of its intersection with the East line of said claim; EXCEPTING THEREFROM that part lying Southwesterly of a line described as beginning at a point on said South line of Claim 1914 feet West of its Southeast corner and running thence Northwesterly 866 feet, more or less, to the Southeast corner of said Davis Tract, EXCEPTING ALSO that part of the West 165 feet of the above described part of said Ticknor Donation Claim No. 42 lying Northerly of a line running East from a point on said East line of said Davis Tract 330 feet South of its intersection with the South margin of said Skookumchuck Road;

Parcel 12c:

Parcel C of Boundary Line Adjustment No. 0281 as recorded in Volume 3 of Boundary Line Adjustments, pages 331 through 336, under Auditor's File No. 8506120006 and amended under Auditor's File No. 8507110033, 8507310037 and 8508260026.

Parcel 12d:

A portion of Government Lot 3 and Government Lot 5 and of the Jeremiah Mabie Donation Land Claim No. 43 in Section 10, Township 15 North, Range 1 West, W.M., described as beginning at a point 3,135 feet South and 858 feet East of the Northwest corner of the said Section 10; thence East 1,590.6 feet; thence North to the South line of county road known as Skookumchuck Road; thence North and Westerly along the South line of said road to a point North of the point of beginning; thence South to the point of beginning; EXCEPT any portion lying within county road known as Tyrrell Road.

Parcel 13:

The East half of the Northeast quarter of Section 22, Township 15 North, Range 1 West, W.M.

C—ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

All of the following-described real property in the states of Oregon and Wyoming, used in connection with the operation and maintenance of the electric substations hereinafter designated respectively:

C-205—Holladay Substation

In Multnomah County, State of Oregon

Land additional to and adjoining the tract described in C-205 Item, described as follows:

C-205 Item 2: Lots 3 and 4, Block 76, Holladay's Addition to East Portland.

C-358—Columbia Substation

In Multnomah County, State of Oregon

Land additional to and adjoining the tract described in C-358 Item, described as follows:

C-358 Item 2: The West one-half of Lots 10 and 11, and the South 100 feet of Lot 9, Block 1, Loveleigh, in the City of Portland.

C-407—China Hat Substation

In Deschutes County, State of Oregon

C-407 Item: Lot 105, Riverbend Estates; EXCEPTING that portion conveyed by Deed recorded October 7, 1970 in Book 172, Page 616.

C-408—Agness Substation

In Josephine County, State of Oregon

C-408 Item: Two tracts of land in Section 21, Township 36 South, Range 5 West, Willamette Meridian, described as follows:

Commencing at the North Quarter corner of said Section 21; thence South $0^{\circ}25'26''$ East, along the North-South centerline of said Section 21, 440.00 feet; thence South $89^{\circ}34'34''$ West 230.00 feet to the true point of beginning; thence South $89^{\circ}34'34''$ West 35 feet; thence South $0^{\circ}25'26''$ East 240.00 feet; thence South $50^{\circ}46'18''$ East 45.46 feet; thence North $0^{\circ}25'26''$ West 269.01 feet to the true point of beginning; and

Beginning at a point 440 feet South of the North Quarter corner of said Section 21; thence West 230 feet; thence

South 530 feet, more or less, to the North right of way line of the Southern Pacific Railroad; thence in a Southeasterly direction along the North line of said right of way to a point due South of the point of beginning; thence north to the point of beginning; EXCEPTING THEREFROM that portion lying within Agness Avenue.

C-409—New Mallory Substation

In Multnomah County, Oregon

C-409 Item: Lots 12, 13 and 14, Block 4, according to the duly filed plat of Piedmont, in the City of Portland, filed October 16, 1889 in Plat Book 140, pages 1-3.

C-410—Lovell Substation

In Big Horn County, Wyoming

C-410 Item: A tract of land additional to and adjoining the tract described in H-15 Item, described as: the East 121 feet of the South 104 feet of Lot Four, Block Seventeen, Original Town of Lovell.

H—OFFICE BUILDINGS

The following office and service centers of the Company in the State of Oregon, including the following described real property:

H-40—Dallas Office and Service Center

In Polk County, State of Oregon

H-40 Item: Beginning at an iron rod which is 56.50 feet South $00^{\circ}12'41''$ East from the northeast corner of Block One, Original Town of Dallas, as laid out and platted of record by the LaCreole Academic Institute, a Corporation, said iron rod set by a survey of the herein described parcel of land in October of 1989 by Ronald H. Schulson, Land Surveyor No. 1658; thence South $00^{\circ}12'41''$ East along the east line of said Block One a distance of 66.50 feet to the northeast corner of that tract of land conveyed to William Weinberg as Trustee and recorded in Book of Records 26, Page 492 of the Polk County Deed Records; thence West a distance of 100.00 feet; thence North $00^{\circ}12'41''$

West, 23.00 feet; thence West a distance of 42.75 feet to the northwest corner of said Weinberg tract; thence North $00^{\circ}12'41''$ West, 43.50 feet to an iron rod; thence East, 142.75 feet to the point of beginning.

H-41—Roseburg Service Center

In Douglas County, Oregon

H-41 Item: All that portion of Lots 10 and 11, Watts Acres, holding plat dimension from the south, which lies northwesterly of Pacific Highway 99, together with that portion of County Road vacated by Order dated March 4, 1942, and recorded in Volume 103, page 527, Recorder's No. 24222 Deed Records of Douglas County, which inures to the above-described parcel; EXCEPTING THEREFROM that parcel conveyed to John L. Bell Logging by Deed dated November 12, 1974 and recorded at Book 898, page 177, Recorder's No. 84-14388.

J—MISCELLANEOUS REAL ESTATE

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

J-30—Lands in Douglas County, Oregon

J-30 Item: Lot 14, Whistler's Park Estate.

J-31—Lands in Jackson County, Oregon

J-31 Item 1: That portion of the Southwest Quarter of the Southeast Quarter of Section 32, Township 35 South, Range 2 West, W.M., lying north of Oregon State Highway =234, conveyed to the State of Oregon (by and through its State Highway Commission) by Deed recorded in Volume 346, page 12 of the Deed Records.

J-31 Item 2: The Southwest Quarter, the West half of the Southeast Quarter, and Lots 3 and 4 of Section 35, Township 36 South, Range 1 West, Willamette Meridian.

J-31 Item 3: Tracts 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 64 and 65, of Eleven-Eighty Orchard Tract.

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 Utah Power & Light Company Division of the Company's electric utility systems, or for other purposes, as hereinafter indicated, respectively:

PARAGRAPH TWO**Substations, Switchyards and Switchracks**

The following described electric substations, switchyards and switchracks of the Company, 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 States of Utah and Idaho, or other lands, public or private, within the States of Utah and Idaho.

IN THE STATE OF UTAH**UTAH COUNTY—Benjamin Substation**

Four (4) tracts of land situate in Lot 5 of Section 28, Township 8 South, Range 2 East, Salt Lake Meridian, described as follows:

(A) Beginning at a point 102.29 feet N.89°35'00" E. along the south line of Lot 5, and 190.08 feet N.0°25'00" W. from the southwest corner of Lot 5, Section 28, T. 8 S., R. 2 E., S.L.M., and running thence N.89°35'00" E. 149.63 feet, thence N.0°07'31" W. 80.00 feet, thence S.89°35'00" W. 139.57 feet, thence S.7°02'29" W. 80.68 feet to the point of beginning.

(B) Beginning at a point 7.88 chains S.11°00'W and 37.68 feet each from the northwest corner of Lot 5, Section 28, T. 8 S., R. 2 E., S.L.M., and running thence S.7°02'29"W. 12.33 feet, more or less, to a point on a fence line, said point being N.89°35'00"E. 102.29 feet and N.6°25'00"W. 190.08 feet from the southwest corner of said Lot 5, thence N.89°35'00"E. 149.63 feet along a fence line, thence N.0°07'31"W. 11.15 feet, thence West 148.09 feet to the point of beginning.

(C) Beginning 7.88 chains S.11°00'W. and East 2.25 chains from the northwest corner of Lot 5, Section 28, T. 8 S., R. 2 E., S.L.M., and running thence North 68.58 feet, thence N.89°35'00"E. 37.12 feet, more or less, to a point on a fence line, said point being N.89°35'00"E. 250.95 feet along the south line of said Lot 5, thence S.0°07'31"E. 80.00 feet along said fence line, thence S.89°35'00"W. 37.29 feet, thence North 11.42 feet to the point of beginning.

(D) Commencing 5.475 chains S.11°00'W. of Northwest corner of Lot 5, Section 28, T. 8 S., R. 2 E., S.L.M.; S.11°00'W. 2.405 chains; E. 2.25 chains; North 1.60 chains; East 1.64 chains; North 62.98 feet; West 3.49 chains to beginning.

DAVIS COUNTY—Fruits Height Substation Addition

A tract of land situate in the SW 1/4 of the SE 1/4 of Section 36, T. 4 N., R. 1 W., S.L.M. described as beginning on a northwesterly boundary line of the Grantor's land at a point 8.58 feet N.89°58'50"E. and 338.20 feet N.25°55'W. and 209.98 feet N.73°13'E. and 199.47 feet S.43°37'27"E. and 25.62 feet N.71°48'53"E. from the south one quarter corner of Section 36, T. 4 N., R. 1 W., S.L.M., and running thence S.18°11'07"E. 50 feet, thence N.71°48'53"E. 50.00 feet, thence N.0°35'34"E. 52.81 feet to the said northwesterly boundary line, thence S.71°48'53"W. 67.00 feet along said boundary line to the point of beginning.

WASATCH COUNTY—Midway Substation Addition

Beginning at a HEBER LIGHT AND POWER property monument, said monument being South 89°48'48" East 777.46 feet along the section line and South 1657.20 feet from the Northwest Corner of Section 3, Township 4 South, Range 4 East, Salt Lake Base and Meridian, and

running thence South 89°40' West 450 feet; thence North 0°51' West 295 feet to a fence line; thence North 89°40' East 450 feet along said fence line, more or less; to the UTAH POWER & LIGHT CO. property line; thence South 0°51' East 295 feet along said property line of along the HEBER LIGHT AND POWER PROPERTY LINE to the point of beginning.

PARAGRAPH TEN

Miscellaneous Property

The following described miscellaneous land and rights, and interests in lands, acquired by the Company and held for future use or other purposes:

IN THE STATE OF IDAHO

BEAR LAKE COUNTY—Bear River Properties

Lots =420, =421, =422, =424 in Subdivision 14, Bear Lake West, according to the official Plat thereof.

BEAR LAKE COUNTY—Bear River Flood Plain

Five tracts of land situate in the South Half of the Northeast Quarter of the Northeast Quarter, and the Southeast Quarter of the Northeast Quarter, of Section 36, Township 12 South, Range 43 East, Boise Meridian; Lots 1, 2, and 3, the East Half of the Northwest Quarter, and the West Half of the Northwest Quarter, of Section 31; and the Southwest Quarter of the Southeast Quarter of Section 30, Township 12 South, Range 44 East, Boise Meridian, described as follows:

TOWNSHIP 12 SOUTH, RANGE 43 EAST, BOISE MERIDIAN:

(A) Section 36: SE1/4NE1/4

(B) ALSO: Beginning at a point 101.5 feet East from the Southwest Corner of the Northeast Quarter of the Northeast Quarter of Section 36, Township 12 South, Range 43 East of the Boise Meridian, and running thence North 435 feet; thence East 1219 feet, more or less, to the Section line; thence South along the Section line 435 feet; thence West 1219 feet, more or less, to the Point of Beginning.

TOWNSHIP 12 SOUTH, RANGE 44 EAST, BOISE MERIDIAN:

(C) Section 31: Lots 1 and 2, the North Half of Lot 3, the E1/2NW1/4, and the W1/2NE1/4 of Section 31, lying Northerly and Westerly of the Old Bear Lake Outlet Channel.

(D) Section 30: SW1/4SE1/4 of Section 30, lying Westerly and Southerly of the Old Bear Lake Outlet Channel.

(E) ALSO: Beginning at a point 3064 feet North and 1887.6 feet East, more or less, from the Southwest Corner of Section 31, Township 12 South, Range 44 East of the Boise Meridian, and running thence West 412.5 feet, more or less, to the East bank of the Old Bear Lake Outlet Channel; thence along said East bank Northeasterly and Southwesterly 1470 feet, more or less, to a point 256 feet North, more or less, from the point of beginning; thence South 256 feet, more or less, to the Point of Beginning.

IN THE STATE OF UTAH

SALT LAKE COUNTY—Salt Lake City General Office

Beginning on the East right-of-way line of Redwood Road at a point that is 33', more or less, East of the North Quarter Corner of Section 3, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence N.89°56'26" East along the North Line of said section 2,615.50 feet to the Northeast Corner of said Section 3; thence N.89°56'26" East 306.0 feet; thence S.0°03'34" East 33.00 feet to the North Line of Block 2, Jordan Addition (Vacated); thence S.89°56'26" W 900.00 feet to the Northwest Corner of Block 4 of said Jordan Addition (Vacated); thence S.0°03'34" E. 33.50 feet; thence S.89°56'26" W. 2,021.50 feet; thence N.0°03'34" W. 66.50 feet to the beginning.

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

Vice President and Treasurer

Attest:

John M. Schwager
Assistant Secretary

[SEAL]

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK as Trustee

By

Vice President

Attest:

Catherine F. Donohue
Assistant Secretary

STATE OF OREGON }
COUNTY OF MULTNOMAH } SS.:

On this seventeenth day of April, 1991, 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
Leonard W. Surry
My Commission expires October 27, 1992
Residing at: Gresham, Oregon

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

On this fifteenth day of April, 1991, before me, KENANN K. SCARNATI, a Notary Public in and for the State of New York, personally appeared M. CULHANE and CATHERINE F. DONOHUE, known to me to be a 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]

Kenann K. Scarnati
Kenann K. Scarnati
Notary Public, State of New York
No. 31-492601
Qualified in New York County
Commission expires July 29, 1992
Residing at: Woodbridge, New Jersey

