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P. Lowry

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*

Sixth Supplemental Indenture

Dated as of July 31, 1992

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

RETURN TO:

PACIFIC POWER & LIGHT COMPANY
PROPERTY MANAGEMENT DEPARTMENT
920 S.W. SIXTH AVENUE, SUITE 1030
PORTLAND, OR 97204-1256

Registered *P*
Indexed, *GP*
Indirect
Filed *8/20/92*
Mailed

SIXTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the thirty-first day of July, 1992, 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 "Sixth Supplemental Indenture") being supplemental thereto.

WHEREAS, the Mortgage was or is to be recorded in the official records of the States of Arizona, 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 Sixth 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, 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
Third	March 31, 1991
Fourth	December 31, 1991
Fifth	March 15, 1992;
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	250,000,000	\$250,000,000
Third	—Medium-Term Notes, Series B	various	200,000,000	200,000,000
Fourth	—Medium-Term Notes, Series C	various	300,000,000	300,000,000
Fifth	—Medium-Term Notes, Series D	various	198,000,000	198,000,000
Sixth	—C-U	various	250,432,000	250,432,000;
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 Sixth Supplemental Indenture, and the terms of the bonds of the Seventh 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, 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 Sixth 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

Seventh Series of Bonds

SECTION 1.01. There shall be a series of bonds designated "Secured Medium-Term Notes, Series E" (herein sometimes referred to as the Seventh 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 Seventh 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 Seventh Series and to provide for exchangeability of such coupon bonds with the bonds of the Seventh Series issued hereunder in full registered form and to make all appropriate provisions for such purpose.

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

Interest payable on any bond of the Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh 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 Seventh Series shall be transferable, subject to any restrictions thereon set forth in any such bond of the Seventh Series, 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 Seventh 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 Seventh Series.

(IX) After the execution and delivery of this Sixth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage and this Sixth Supplemental Indenture, it is contemplated that there shall be issued from time to time bonds of the Seventh Series in an aggregate principal amount not to exceed Five Hundred Million Dollars (\$500,000,000). Bonds of the Seventh Series shall be issued pro rata on the basis of Class "A" Bonds of the Fifty-third Series, designated "First Mortgage Bond Medium-Term Notes, Series E," 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 Seventh 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 Fifty-third Series, designated "First Mortgage Bond Medium-Term Notes, Series E," issued under the Utah Mortgage and the Pacific Mortgage which exceeds the principal amount of bonds of the Seventh 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 Seventh 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 Seventh 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 Seventh 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 corporate 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 Seventh 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 Sixth 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 Sixth 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 Sixth 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 Sixth Supplemental Indenture.

SECTION 2.04. Whenever in this Sixth 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 Sixth 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 Sixth 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 Sixth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Sixth 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 Sixth 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 described properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Company's electric operations, or for other purposes, but not used (or held for future development and use) in connection with either the Pacific Power & Light Company Division or the Utah Power & Light Company Division of the Company's electric utility systems, as hereinafter indicated, respectively:

I—STEAM ELECTRIC GENERATING PLANTS

1-(3)—Craig Steam Electric Generating Plant Units No. 1 and No. 2

The 19.28% undivided interest of the Company, as a tenant in common with others, in and to the coal-fired steam electric generating plants, known as Units 1 and 2 of Craig Station, in Moffat County, State of Colorado, and

The 12.87% undivided interest of the Company, as a tenant in common with others, in and to the following described lands used in connection therewith:

Lands in MOFFAT County, State of COLORADO:

1-(3) Item 1: A tract of land located in Township 6 North, Range 91 West of the Sixth Principal Meridian, consisting of the following parcels:

West Half of Lot 13 of Section 14; Lots 12, 13, 14 and 15 of Section 15; east half of the southeast quarter of the southeast quarter of Section 16; east halves of Lots 1, 2, 3 and 8 of Section 21; Lots 1 through 16 of Section 22; west halves of Lots 4, 5, 12 and 13 of Section 23; north halves of Lots 1, 2, 3 and 4 of Section 27; and northeast quarter of Lot 1 of Section 28; and more particularly described as follows:

Beginning at the northwest corner of the east half of the southeast quarter of the southeast quarter of said Section 16, TRAVERSE south $88^{\circ} 45' 46''$ east along the north boundary of said east half of the southeast quarter of the southeast quarter, a distance of 655.43 feet to a point on the line common to Sections 16 and 15; thence north $88^{\circ} 11' 48''$ east along the north boundary of Lots 12, 13, 14 and 15 of Section 15, a distance of 5,216.28 feet to a point on the line common to Sections 15 and 14; thence north $89^{\circ} 29' 17''$ east along the north boundary of the west half of Lot 13 of Section 14, a distance of 653.87 feet; thence south $00^{\circ} 36' 49''$ west along the east boundary of said west half of Lot 13 of Section 14, a distance of 1,322.82 feet to a point on the line common to Sections 14 and 23; thence south $00^{\circ} 36' 54''$ west along the east boundary of the west half of Lot 4, the west half of Lot 5, the west half of Lot 12 and the west half of Lot 13, all

in Section 23, a distance of 5,290.16 feet to a point on the line common to Sections 23 and 26; thence south $89^{\circ} 23' 09''$ west along said line, a distance of 653.09 feet to the corner common to Sections 22, 23, 26 and 27; thence south $00^{\circ} 20' 41''$ east along the line common to Sections 26 and 27, a distance of 661.51 feet; thence south $88^{\circ} 58' 52''$ west along the south boundary of the north half of Lot 1, the north half of Lot 2, the north half of Lot 3 and the north half of Lot 4, all in Section 27, a distance of 5,178.74 feet to a point on the line common to Sections 27 and 28; thence south $89^{\circ} 59' 24''$ west along the south boundary of the northeast quarter of Lot 1, Section 28, a distance of 651.77 feet; thence north $00^{\circ} 32' 53''$ west along the west boundary of said northeast quarter, a distance of 656.53 feet to a point on the line common to Sections 21 and 28; thence north $00^{\circ} 22' 05''$ east along the west boundary of the east half of Lot 8, the east half of Lot 3, the east half of Lot 2, and the east half of Lot 1, all in Section 21, a distance of 5,265.02 feet to a point on the line common to Sections 16 and 21; thence north $00^{\circ} 01' 41''$ west along the west boundary of the east half of the southeast quarter of the southeast quarter of Section 16, a distance of 1,296.13 feet to the point of beginning, all bearings referred to in this description being based on the assumption that the north line of said Section 22 bears north $88^{\circ} 26' 46''$ east.

1-(3)—Item 2: A tract of land located in Section 16, Township 6 North, Range 91 West of the Sixth Principal Meridian, consisting of that part of the southwest quarter of the northeast quarter of the northwest quarter and that part of the northwest quarter of the southeast quarter of the northwest quarter of said Section 16 lying west of the State Highway No. 13 right-of-way, more particularly described as follows:

Beginning at the northwest corner of the southwest quarter of the northeast quarter of the northwest quarter of said Section 16, traverse south $89^{\circ} 20' 16''$ east along the northerly boundary of said southwest quarter of the northeast quarter of the northwest quarter, a distance of 667.54 feet; thence south $00^{\circ} 27' 14''$ east along the easterly boundary of said southwest quarter of the northeast quarter of the northwest quarter, a distance of 504.17 feet to a point on the westerly right-of-way of State Highway No. 13; thence south $29^{\circ} 54' 23''$ west along said right-

of-way line a distance of 228.96 feet; thence 663.36 feet along the arc of a curve to the left, said curve having a radius of 1,271.0 feet and a chord which bears south $20^{\circ} 33' 48''$ west a distance of 655.86 feet to a point on the southerly boundary of the northwest quarter of the southeast quarter of the northwest quarter of said Section 16; thence north $89^{\circ} 10' 32''$ west along said southerly boundary a distance of 315.97 feet; thence north $00^{\circ} 28' 44''$ west along the westerly line of the northwest quarter of the southeast quarter of the northwest quarter and of the southwest quarter of the northeast quarter of the northwest quarter, a distance of 1,319.91 feet to the point of beginning, all bearings referred to in this description being based on the assumption that the north line of Section 22 in said Township and Range bears north $88^{\circ} 26' 46''$ east.

1-(4)—Hayden Steam Electric Generating Plant Units No. 1 and No. 2

The 24.5% undivided interest of the Company, as a tenant in common with another, in and to the coal-fired steam electric generating plant, known as Hayden Unit 1; and the 12.6% undivided interest of the Company, as a tenant in common with another, in and to the coal-fired steam electric generating plant, known as Hayden Unit 2; in Routt County, State of Colorado; and the 17.5% undivided interest, as a tenant in common with another, in and to the following described lands used in connection therewith:

Lands in ROUTT County, State of COLORADO.

1-(4) Item: A tract of land situated in Sections 7, 8, 9, 17 and 18, Township 6 North, Range 87 West of the Sixth Principal Meridian, described as follows:

Beginning at the section corner common to said Sections 8, 9 and 17, thence northerly along the west line of Section 9 north $0^{\circ} 15' 33''$ west for a distance of 1,351.36 feet; thence north $86^{\circ} 49' 55''$ east for a distance of 2,597.68 feet; thence south $0^{\circ} 26' 18''$ west for a distance of 1,330.22 feet; thence along the south line of said Section 9, south $86^{\circ} 20' 35''$ west for a distance of 2,582.68 feet, returning to the point of beginning and continuing along the east line of Section 17, south $0^{\circ} 08' 32''$ east a distance of 1,319.97 feet; thence north $89^{\circ} 56' 44''$ west for a distance of 1,331.66 feet; thence south $0^{\circ} 14' 06''$ east for a distance of

1,325.40 feet; thence south $89^{\circ} 49' 15''$ west a distance of 3,988.56 feet; thence along the section line common to Sections 17 and 18, north $0^{\circ} 30' 27''$ west a distance of 1,341.72 feet; thence north $89^{\circ} 26' 31''$ west for a distance of 2,683.50 feet; thence north $0^{\circ} 15' 33''$ east for a distance of 1,335.77 feet; thence north $0^{\circ} 06' 59''$ west for a distance of 2,666.48 feet; thence north $89^{\circ} 59' 41''$ east for a distance of 2,460.56 feet; thence south $52^{\circ} 34'$ east for a distance of 153.80 feet; thence south $37^{\circ} 40'$ east for a distance of 322.60 feet; thence south $42^{\circ} 26'$ east for a distance of 1,576.30 feet; thence north $0^{\circ} 28'$ east for a distance of 206.60 feet; thence north $37^{\circ} 40'$ west for a distance of 641.00 feet; thence north $50^{\circ} 24'$ east for a distance of 126.20 feet; thence south $40^{\circ} 42' 02''$ east for a distance of 355.22 feet; thence on a curve to the left, the radius of which is 1,492.50 feet, for a distance of 342.39 feet; thence south $0^{\circ} 01' 46''$ west for a distance of 1,465.78 feet; thence along the north line of Section 17, south $89^{\circ} 43'$ east for a distance of 4,001.71 feet to the point of beginning; EXCEPT THEREFROM that portion of the aforescribed in that part of the southeast quarter of the southwest quarter of Section 9, Township 6 North, Range 87 West as conveyed by Deed recorded January 27, 1987 in Book 623, Page 374, County of Routt, State of Colorado.

ARTICLE IV

Specific Description of Property (Added to Pacific Power System)

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:

C—ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

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

C-94—Deschutes Substation

In DESCHUTES County, State of OREGON:

Land additional to and adjoining the tract described in C-94 Item, described as follows:

C-94 Item 2: A tract of land in the Northwest Quarter of the Northeast Quarter of Section 26, Township 16 South, Range 12 East, Willamette Meridian, described as follows: Commencing at a point on the northerly line of said Section 26 and westerly right-of-way line of Oregon Trunk Railroad; thence along the northerly Section line north $89^{\circ} 52' 24''$ west 200.00 feet to the true point of beginning; thence north $89^{\circ} 52' 24''$ west 361.33 feet; thence leaving said northerly line south $00^{\circ} 07' 36''$ west 300.00 feet; thence south $72^{\circ} 46' 40''$ east 363.24 feet to a point on the said Oregon Trunk Railroad right-of-way line; thence along said right-of-way line north $27^{\circ} 53' 23''$ east 346.69 feet; thence leaving said right-of-way line north $89^{\circ} 52' 24''$ west 200.00 feet; thence north $27^{\circ} 53' 23''$ east 113.01 feet more or less to the point of beginning.

J—MISCELLANEOUS REAL ESTATE

All of the following described real property of the Company, located in the State of Wyoming, held for future use, namely:

J-34—Lands in WASHAKIE County, State of WYOMING.

J-34 Item: A strip of land 110 feet wide in the Southwest Quarter of the Southeast Quarter of Section 23, Township 47 North, Range 93 West, Original Government Survey, 6th P.M., also being in tract 55-C, Township 47 North, Range 93 West, Resurvey, lying north of a parcel of land described and recorded in Micro Book 47, Page 2193, in the Washakie County Clerk's Office and lying east of an 11.06 acre parcel of land described and recorded in said Office in Micro Book 58, Page 1776, said strip of land being more particularly described as follows:

From the northwest corner of said Southwest Quarter of the Southeast Quarter, being also Corner 5 of Tract 55, Resurvey, a $\frac{5}{8}$ " rebar with a $3\frac{1}{4}$ " aluminum cap; thence south $89^{\circ} 31' 28''$ east, along the

north line of said Southwest Quarter of the Southeast Quarter, being also the north line of said 11.06 acre parcel of land, for a distance of 614.13 feet, to a 2' steel pipe with 3/4' aluminum cap; thence south 0° 23' 52" east, along a line parallel with the west line of said Southwest Quarter of the Southeast Quarter, being also the east line of said 11.06 acre parcel of land, for a distance of 787.35 feet, to a rebar with a 2' aluminum cap, being the northwest corner of said parcel of land recorded in Micro Book 47, Page 2193, and the southeast corner of said 11.06 acre parcel of land, the TRUE POINT OF BEGINNING; thence south 88° 56' 43" east, along the north line of said parcel of land recorded in Micro Book 47, Page 2193, for a distance of 498.82 feet, to a point on the west right of way line of Wyoming State Highway No. 433, Project S-52(1); thence North 0° 10' 13" East, along the west right of way line of said highway, for a distance of 29.91 feet, to the beginning of a simple curve to the right; thence, along said highway right of way line, a curve to the right, having a radius of 5779.68 feet, through a central angle of 0° 47' 39", for a distance of 80.10 feet, to a 2' steel pipe with a 3/4' aluminum cap; thence north 88° 56' 43" west, along a line parallel with and 110 feet normal to the north line of said parcel of land recorded in Micro Book 47, Page 2193, for a distance of 500.47 feet, to a point on the east line of said 11.06 acre parcel of land, a 2' steel pipe with a 3/4' aluminum cap; thence south 0° 23' 52" east, along the east line of said 11.06 acre parcel of land, for a distance of 110.04 feet, to the TRUE POINT OF BEGINNING.

ARTICLE V

Specific Description of Property (Added to Utah Power System)

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 THREE

Transmission Lines

UT00026 Tooele-Dugway 46 kV Transmission Line

Tooele County, Utah

Lots 29, 30, 31, and 32, Section 3, Township 6 South, Range 7 West, Salt Lake Base and Meridian; EXCEPTING THERE-

FROM, any portion lying within the bounds of State Highway, as described in that certain grant of right of way, recorded February 11, 1966 as Entry No. 277443 in Book 64 at Page 597, of official records.

UT00027 Tooele-Dugway 46 kV Transmission Line

Tooele County, Utah

Lots 7 and 16, Section 3, Township 6 South, Range 7 West, Salt Lake Base and Meridian; EXCEPTING THEREFROM, any portion lying within the bounds of State Highway, as described in that certain grant of right of way, recorded February 11, 1966 as Entry No. 277443 in Book 64 at Page 597, official records.

PARAGRAPH TWO

Substations, Switchyards and Switchracks

US01012 Tanglewood Substation

Salt Lake County, Utah

Beginning at a point 419.5 feet West and 24.75 feet South from the Southeast corner of the Northeast quarter of the Northeast quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence South 105 feet; thence West 115 feet; thence North 105 feet; thence East 115 feet to the point of beginning.

US01013 Centennial Park Substation

Salt Lake County, Utah

A tract of land situated in Lot 8, Centennial Industrial Park, Phase IV, in Section 18, Township 1 South, Range 1 West, S.L.M., described as beginning at the northeast corner of Lot 8, Centennial Industrial Park, Phase IV, thence S.15°43'22" E. 205.13 feet along the east boundary line to the southeast corner of said land, thence S.74°16'38" W. 475.69 feet along the south boundary line of said land, thence northwesterly along the arc of a 443.00 foot radius curve to the left 66.53 feet, more or less, (which chord bears N.45°33'17" W. 66.46 feet), said curve to the left also being the northeasterly right-of-way line of 1730 South Street, thence N.7°46'34" E. 384.30 feet to the northerly bound-

ary line of said land, thence southeasterly along the arc of a 1145.92 foot radius curve to the left 412.59 feet, more or less, (which chord bears S.75°45'33" E. 410.37 feet) along the north boundary line to the point of beginning, containing 3.19 acres, more or less.

11J00037 Grassy Knoll Substation

Jefferson County, Idaho

Part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 24, Township 8 North, Range 36 East of the Boise Meridian, described as:

Beginning at a point that is S.89°28'35" W. 4034.48 feet along the section line to the Southeast corner of said SW $\frac{1}{4}$ SW $\frac{1}{4}$ and N.0°16'37" E. 30.49 feet from the Southeast corner of said Section 24 and running thence S.89°25'44" W. 16.48 feet; thence N.0°02'23" W. 551.10 feet; thence N.89°26'05" E. 19.48 feet to the east line of said SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence S.0°16'37" W. 550.13 feet to the point of beginning; AND

Beginning at a point that is S.89°28'35" W. 4034.48 feet along the section line to the Southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ and N.0°16'37" E. 30.49 feet from the Southeast corner of said Section 24 and running thence N.0°16'37" E. 550.13 feet along the West line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$; thence N.89°26'05" E. 580.64 feet; thence S.0°01'35" E. 550.04 feet; thence S.89°25'44" W. 583.55 feet to the point of beginning.

PARAGRAPH TEN

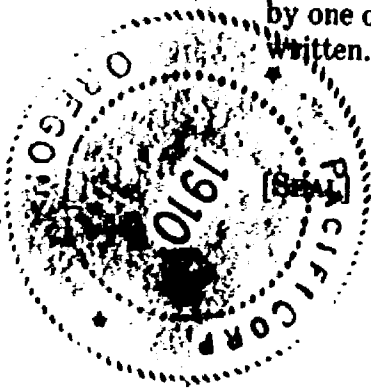
Miscellaneous Property

UE00475 Green River Microwave Site

Emery County, Utah

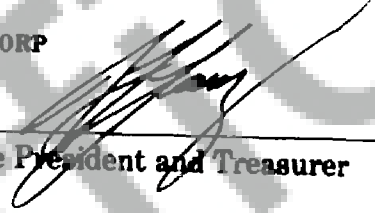
Beginning at a point which is 737.6 feet North and 552.6 feet East from the southwest corner of Section 16, Township 21 South, Range 16 East, Salt Lake Base and Meridian; and running thence North 100.0 feet; thence East 100.0 feet; thence South 100.0 feet; thence West 100.0 feet to the point of beginning.

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.



PACIFICORP

By


Vice President and Treasurer

Attest:


Assistant Secretary

[SEAL]

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK as Trustee

By


Vice President

Attest:

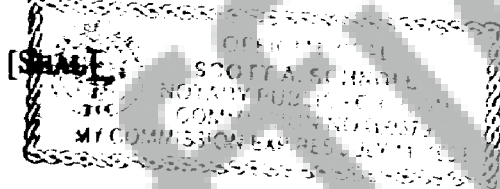

Assistant Secretary



STATE OF OREGON }
COUNTY OF MULTNOMAH } SS.:

On this 17 day of August, 1992, before me, SCOTT A. SCHNOLL, 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.



Scott A. Schnoll
Scott A. Schnoll
My Commission expires: July 11, 1994
Residing at: Gresham, Oregon

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

On this 17 day of August, 1992, before me, PETER V. MURPHY, a Notary Public in and for the State of New York, personally appeared D.J. CALABRESE and J.M. CATENACCI, 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]

Peter V. Murphy
Peter V. Murphy
Notary Public, State of New York
No. 4984457
Qualified in Suffolk County
Certificate Filed in New York County
Commission expires: July 22, 1993
Residing at: Montclair, New Jersey

