

PACIFICORP 110 Skamania Co., WA

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William L. Rodgers  
STOEHRIVES LLP  
900 SW Fifth Avenue #2300  
Portland, OR 97204

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**PACIFICORP**  
(An Oregon Corporation)

TO

**THE CHASE MANHATTAN BANK**  
(A New York Corporation)  
(Formerly Known As Chemical Bank)

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

**Twelfth Supplemental Indenture**

Dated as of September 1, 1996

Supplemental to PacificCorp's Mortgage and Deed of Trust  
Dated as of January 9, 1989

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

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filed ☒  
Mailed ☒

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**TWELFTH SUPPLEMENTAL INDENTURE**

THIS INDENTURE, dated as of the 1st day of September, 1996, 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 THE CHASE MANHATTAN BANK (formerly known as Chemical Bank), a New York corporation whose address is 450 West 33rd Street, New York, New York 10001 (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 in accordance with the provisions of the Mortgage, this indenture (hereinafter called the "Twelfth 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 Twelfth 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 has executed, delivered, recorded and filed Supplemental Indentures as follows:

	<u>Dated as of</u>		<u>Dated as of</u>
First	March 31, 1989	Seventh	March 15, 1993
Second	December 29, 1989	Eighth	November 1, 1993
Third	March 31, 1991	Ninth	June 1, 1994
Fourth	December 31, 1991	Tenth	August 1, 1994, and
Fifth	March 15, 1992	Eleventh	December 1, 1995;
Sixth	July 31, 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:

	Series	Due Date	Aggregate Principal Amount Issued	Aggregate Principal Amount Outstanding
First	—10.45%	1/9/90	\$ 500,000	0
Second	—Medium-Term Notes, Series A	various	250,000,000	\$240,000,000
Third	—Medium-Term Notes, Series B	various	200,000,000	138,500,000
Fourth	—Medium-Term Notes, Series C	various	300,000,000	253,705,118
Fifth	—Medium-Term Notes, Series D	various	250,000,000	250,000,000
Sixth	—C-U	various	250,432,000	185,288,000
Seventh	—Medium-Term Notes, Series E	various	500,000,000	500,000,000
Eighth	—6 3/4%	4/1/2005	150,000,000	150,000,000
Ninth	—Medium-Term Notes, Series F	various	500,000,000	500,000,000
Tenth	—E-L	various	71,200,000	71,200,000
Eleventh	—Medium-Term Notes, Series G	various	500,000,000	300,000,000
Twelfth	—1994-1	various	216,470,000	216,470,000
Thirteenth	—Adjustable Rate Replacement Series	2002	13,234,000	13,234,000
Fourteenth	—9 3/4% Replacement Series	1997	50,000,000	50,000,000
Fifteenth	—Bond Credit Series	various	498,589,753	0;
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, no Class "A" Bonds are Outstanding under either the Pacific Mortgage or the Utah Mortgage, and said Pacific Mortgage and said Utah Mortgage have been cancelled and discharged; and

WHEREAS, said Pacific Mortgage and said Utah Mortgage no longer constitute liens upon the properties of the Company described therein; and the Lien hereof is now a lien on all of the properties of the Company intended to be subject to the Lien hereof which were previously subject to the liens of said Pacific Mortgage and said Utah Mortgage, free of any lien prior or equal to the Lien hereof except Qualified Liens and Excepted Encumbrances; and

WHEREAS, the properties of the Company that were previously subject to the liens of said Pacific Mortgage and said Utah Mortgage were more specifically described in the Pacific Mortgage and the Utah Mortgage, and in indentures supplemental thereto, which such descriptions are incorporated herein by reference to the dates and places at which such instruments were recorded and filed, as listed in Exhibit A and/or Exhibit 1 attached hereto and by this reference made a part hereof; 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 Twelfth Supplemental Indenture, and the terms of the bonds of the Sixteenth Series herein 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 sealing 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 The Chase Manhattan Bank, 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, owned by the Company as of the date of the Mortgage and 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 Article V hereof and the properties described in the documents to which reference is made in Exhibits A and/or 1 hereto (except such of such properties as had previously been released from the liens of the Pacific Mortgage or the Utah Mortgage and except such of such properties as are excluded by name or nature from the Lien hereof), and further 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; and (9) 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 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 The Chase Manhattan Bank, 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 Twelfth Supplemental Indenture being supplemental to the Mortgage;

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage



shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustee and the beneficiaries of the trust with respect to said property, and to the Trustee and its successor or successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustee by the Mortgage as a part of the property therein stated to be conveyed.

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

#### ARTICLE I

##### Sixteenth Series of Bonds

SECTION 1.01. There shall be a series of bonds designated "Secured Medium-Term Notes, Series H" (herein sometimes referred to as the Sixteenth Series), each of which shall also bear the descriptive title "First Mortgage 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 Sixteenth Series shall mature on such date or dates nine months or more from the date of issue as shall be set forth in or determined in accordance with a Resolution filed with the Trustee and, unless otherwise established by or pursuant to a Resolution, shall be issued as fully registered bonds in the denomination of One Thousand Dollars and, at the option of the Company, of any multiple or multiples of One 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 or appurtenant coupons, for the Sixteenth Series and to provide for exchangeability of such coupon bonds with the bonds of the Sixteenth Series issued hereunder in fully registered form and to make all appropriate provisions for such purpose.



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

Interest payable on any bond of the Sixteenth 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 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 Sixteenth Series of a designated interest rate and maturity shall be determined by or in accordance with the Resolution filed with the Trustee. "Issue Date" with respect to bonds of the Sixteenth 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 Sixteenth 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 Sixteenth 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 Sixteenth 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 Sixteenth Series at his, her or its 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 Sixteenth 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 Sixteenth 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 Sixteenth Series delivered under the Mortgage upon transfer of or in exchange for or in lieu of any other bond shall carry all 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 Sixteenth 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 the Resolution filed with the Trustee.

(IV) Each bond of the Sixteenth 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.

(V) Each bond of the Sixteenth Series may be subject to the obligation of the Company to redeem such bond, as determined by or in accordance with a Resolution filed with the Trustee.

(VI) Each bond of the Sixteenth Series may have such other terms as are not inconsistent with Section 2.03 of the Mortgage, including, without limitation, terms and conditions regarding interest rates and the payment thereof, place or places for payment, exchange privileges, rights with respect to redemption, prepayment or purchase, and default provisions, 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 Sixteenth 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 and same terms of other authorized denominations.



(VIII) Bonds of the Sixteenth Series shall be transferable, subject to any restrictions thereon set forth in any such bond of the Sixteenth Series, upon the surrender therefor 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 Sixteenth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other government 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 Sixteenth Series.

(IX) After the execution and delivery of this Twelfth Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage and this Twelfth Supplemental Indenture, it is contemplated that there shall be issued from time to time bonds of the Sixteenth Series in an aggregate principal amount not to exceed Five Hundred Million Dollars (U.S. \$500,000,000).

## ARTICLE II

### AMENDMENT OF ARTICLE II OF THE MORTGAGE

SECTION 2.01. Article II of the Mortgage is hereby amended to add a Section 2.16 which shall read as follows:

"Section 2.16. Notwithstanding anything herein to the contrary, if the Company shall establish in accordance with Section 2.03 that bonds of a particular series are to be issued as a Global Security, then the Company shall execute and the Trustee shall, in accordance with Articles IV, V, VI, and VII, as applicable, authenticate and deliver a Global Security that (i) shall represent, and shall be denominated in an amount equal to the aggregate principal amount of, all or a portion of the Outstanding bonds of that series, (ii) shall be registered in the name of the Depository or its nominee, (iii) shall be delivered by the Trustee to the Depository or pursuant to the Depository's instruction and (iv) shall bear a legend substantially to the following effect: "Except as otherwise provided in Section 2.16 of



the Mortgage, this bond may be transferred, in whole but not in part, only to the Depository, another nominee of the Depository or to a successor Depository or to a nominee of such successor Depository." The term "Global Security" means, with respect to any series of bonds, a bond executed and delivered by the Company and delivered by the Trustee to the Depository or pursuant to the Depository's instruction, all in accordance with the Mortgage, which shall be registered in the name of the Depository or its nominee. The term "Depository" means, with respect to any series of bonds for which the Company shall determine that such bonds will be issued as a Global Security, The Depository Trust Company, New York, New York, another clearing agency or any successor registered as a clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation, which in each case shall be designated by the Company pursuant to Section 2.03 or this Section 2.16. Except as set forth below in Section 2.16(a) or (b), the Global Security of a series may be transferred, in whole but not in part and in the manner provided in Section 2.09, only to the Depository, another nominee of the Depository for that series, a successor Depository for that series selected or approved by the Company or a nominee of that successor Depository.

- (a)
  - (i) If so provided with respect to a particular series of bonds, an interest in any Global Security of such series shall be exchangeable at the option of the beneficial owner of such interest in such Global Security for a definitive bond or bonds registered in the name of any holder other than the Depository or its nominee at any time following issuance of such Global Security.
  - (ii) A beneficial owner of an interest in any Global Security of such series desiring to exchange such beneficial interest for a definitive bond or bonds shall instruct the Depository, through the Depository's direct or indirect participants or otherwise, to request such exchange on such beneficial owner's behalf and to provide a written order containing registration instructions to the Trustee. Upon



receipt by the Trustee of electronic or written instructions from the Depository on behalf of such beneficial owner, the Trustee shall cause, in accordance with the standing instructions and procedures existing between the Trustee and the Depository, the aggregate principal amount of such Global Security to be reduced by the principal amount of such beneficial interest so exchanged and shall appropriately reflect such reduction of the aggregate principal amount of this Global Security as described in paragraph (iii) of this Section 2.16(a). Following such reduction, the Trustee shall authenticate and deliver to such beneficial owner or the transferee, as the case may be, a definitive bond or bonds previously executed by the Company as described in Section 2.10 and registered in such names and authorized denominations as the Depository, pursuant to such instructions of the beneficial owner, shall instruct the Trustee.

(iii) Upon any exchange of a portion of any Global Security for a bond or bonds, the Company shall reflect the reduction of the principal amount of such Global Security by the principal amount of such beneficial interest so exchanged on the books for registration and transfer of the bonds maintained pursuant to Section 2.09. Until exchanged in full for definitive bonds, such Global Security shall in all respects be entitled to the same benefits under the Indenture as the definitive bonds authenticated and delivered hereunder.

- (b)
- (i) If and so long as the bonds of any series are issued as a Global Security, any definitive bond or bonds of such series shall be exchangeable at the option of the registered holder thereof for a beneficial interest in such Global Security at any time following the exchange of such Global Security for such definitive bond or bonds pursuant to Section 2.16(a).
  - (ii) A registered holder of a definitive bond or bonds desiring to exchange such definitive bond or bonds for a beneficial interest in such Global Security shall instruct the



Depository, through the Depository's direct or indirect participants or otherwise, to request such exchange on such bondholder's behalf and to provide a written order containing registration instructions to the Trustee. Upon receipt by the Trustee of electronic or written instructions from the Depository, and upon presentation to the Trustee of such definitive bond or bonds, the Trustee shall cause, in accordance with the standing instructions and procedures existing between the Trustee and the Depository, the aggregate principal amount of such Global Security to be increased by the principal amount of such definitive bond or bonds so exchanged and shall appropriately reflect such increase of the aggregate principal amount of the Global Security as described in paragraph (iii) of this Section 2.16(b).

(iii) Upon any exchange of a definitive bond or bonds for a beneficial interest in such Global Security, the Company shall reflect the increase of the principal amount of such Global Security by the principal amount of such definitive bond or bonds so exchanged on the registration books maintained pursuant to Section 2.09.

(c) If at any time (i) the Depository for a series of bonds notifies the Company that it is unwilling or unable to continue as Depository for that series or if at any time the Depository for that series shall no longer be registered or in good standing under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation and a successor Depository for that series is not appointed by the Company within 90 days after the Company receives such notice or becomes aware of such condition, as the case may be, or (ii) if a Default has occurred and is continuing with respect to the bonds of a series and payment of principal thereof and interest thereon has been accelerated, this Section 2.16 shall no longer apply to the bonds of that series and the Company will execute and, subject to Section 2.08, the Trustee will authenticate and deliver bonds of that series in definitive registered form without coupons, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global Security of that series in exchange for such Global Security. In addition, the Company



may at any time in its sole discretion determine that the bonds of any series shall no longer be represented by a Global Security and that the provisions of this Section 2.16 shall no longer apply to the bonds of that series. In that event the Company will execute and, subject to Section 2.08, the Trustee, upon receipt of an Officers' Certificate evidencing such determination by the Company, will authenticate and deliver bonds of that series in definitive registered form without coupons, in authorized denominations, and in an aggregate principal amount equal to the principal amount of the Global Security of such series in exchange for such Global Security. Upon the exchange of the Global Security for such bonds in definitive registered form without coupons, in authorized denominations, the Global Security shall be canceled by the Trustee. Such bonds in definitive registered form issued in exchange for the Global Security pursuant to this Section 2.16(c) shall be registered in such names and in such authorized denominations as the Depository, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee. The Trustee shall deliver such bonds to the Depository for delivery to the persons in whose names such bonds are so registered.

#### ARTICLE III

##### **The Company Reserves the Right to Amend Provisions Regarding Properties Excepted from Lien of Mortgage**

SECTION 3.01. The Company reserves the right, without any consent or other action by holders of bonds of the Eighth Series, or any other series of bonds subsequently created under the Mortgage (including the bonds of the Sixteenth Series), to make such amendments to the Mortgage, as heretofore amended and supplemented, as shall be necessary in order to amend the first proviso to the granting clause of the Mortgage, which proviso sets forth the properties excepted from the Lien of the Mortgage, to add a new exception (10) which shall read as follows:

"(10) allowances allocated to steam-electric generating plants owned by the Company or in which the Company has interests, pursuant to Title IV of the Clean Air Act Amendments of 1990, Pub. L. 101-549, Nov. 15, 1990, 104 Stat. 2399, 42 USC 7651, et seq., as now in effect or as hereafter supplemented or amended."



ARTICLE IV

Miscellaneous Provisions

SECTION 4.01. The right, if any, of the Company to assert the defense of usury against a holder or holders of bonds of the Sixteenth Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 4.02. The terms defined in the Mortgage shall, for all purposes of this Twelfth Supplemental Indenture, have the meanings specified in the Mortgage.

SECTION 4.03. 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 Twelfth 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 Twelfth 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 Twelfth Supplemental Indenture.

SECTION 4.04. Whenever in this Twelfth Supplemental Indenture either of the Company or the Trustee 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 Twelfth 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 4.05. Nothing in this Twelfth 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 Twelfth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twelfth 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 4.06. This Twelfth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### ARTICLE V

##### Specific Description of Property

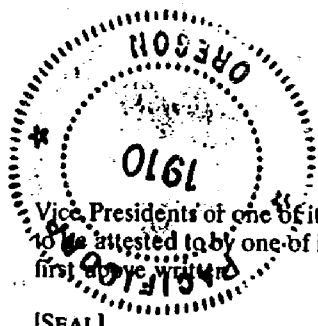
The properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Company's electric utility systems, or for other purposes, as more particularly described in Exhibit B attached hereto.

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 The Chase Manhattan Bank has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its



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

[SEAL]

PACIFICORP

By *Richard T. ...*  
Senior Vice President and  
Chief Financial Officer

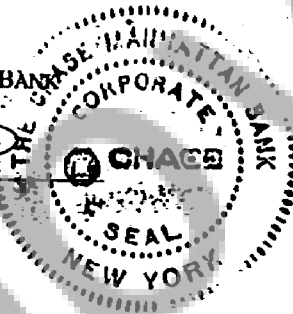
Attest:

*James M. Martin*  
Assistant Secretary

[SEAL]

THE CHASE MANHATTAN BANK  
as Trustee

By *[Signature]*  
Vice President



Attest:

*Glenn J. McKee*  
Senior Trust Officer



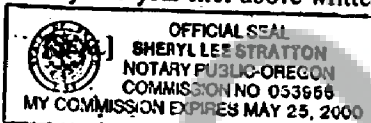
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STATE OF OREGON  
COUNTY OF MULTNOMAH } SS.:

On this 28<sup>th</sup> day of August, 1996, before me, SHERYL L. STRATTON, a Notary Public in and for the State of Oregon, personally appeared RICHARD T. O'BRIEN AND LENORE M. MARTIN, known to me to be a Senior 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 hereunto set my hand and official seal the day and year first above written.



*Sheryl Lee Stratton*  
My commission expires: May 25, 2000  
Residing at: Portland, Oregon

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

On this 28<sup>th</sup> day of August, 1996, before me, ANNABELLE DeLUCA, a Notary Public in and for the State of New York, personally appeared F.J. GRIPPO AND GLENN G. MCKEEVER, known to me to be a Vice President and a Senior Trust Officer, respectively, of THE CHASE MANHATTAN BANK, 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 hereunto set my hand and official seal the day and year first above written.

[SEAL]



*Annabelle DeLuca*  
Notary Public, State of New York  
No.  
Qualified in \_\_\_\_\_ County  
Commission expires:

ANNABELLE DeLUCA  
Notary Public, State of New York  
No. 01DE6013759  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires July 15, 1997



Pacific Power &amp; Light Co.

EXHIBIT I

Mortgage &amp; Trust Deed, July 1, 1947

SKAMANIA COUNTY, WASHINGTON BOOK 160 PAGE 470

Supplemental Indenture	Recording Dates	Book	Page	Instrument Number
Mortgage	7/29/47	X	124	
1st	04/25/50	Y	232	
2nd	03/18/52	27	40	43723
3rd	09/30/52	27	281	44570
4th	04/06/54	29	59	46800
5th	08/03/54	29	216	47361
6th	10/14/55	30	422	49435
7th	01/24/57	32	424	51702
8th	09/30/57	33	370 A	52778
9th	01/28/58	34	84	53240
10th	07/08/58	34	378	53981
11th	10/06/60	38	1	57626
12th	07/28/61	38	388	58732
13th	04/28/62	39	269	59830
14th	12/07/62	40	111	60837
15th	04/08/63	40	305	61351
16th	08/15/63	41	109	62019
17th	10/13/64	42	236	64035
18th	10/18/65	44	212	65828
19th	02/06/68	46	308	136
20th	06/04/69	47	340	405
21st	11/12/69	48	14	471
22nd	07/27/70	48	542	602
23rd	2/17/71	48	794	
24th	11/22/71	49	304	
25th	11/1/72	50	43	
26th	2/4/74	50	961	
27th	11/12/74	52	322	
28th	5/27/75	52	623	
29th	2/26/76	53	153	
30th	7/28/76	53	403	
31st	1/10/77	53	852	
32nd	2/4/77	53	964	
33rd	11/14/77	54	825	
34th	4/30/79	56	312	
35th	11/24/80	57	577	
36th	4/8/81	57	819	
37th	11/30/81	58	369	
38th	9/31/82	58	809	
39th	5/9/83	59	302	
40th	3/28/86	100	635	
41st	8/18/86	102	227	
42nd	7/28/87	106	171-201	



Pacific Power & Light Co.

EXHIBIT 1

Mortgage & Trust Deed, July 1, 1947

SKAMANIA COUNTY, WASHINGTON BOOK 160 PAGE 471

Supplemental Indenture	Recording Dates	Book	Page	Instrument Number
43rd	01/13/89	112	457	106411
44th	05/08/89	113	865	106985
45th	01/16/90	117	428	108569
46th	05/17/91	123	313	111255
47th	01/24/92	126	977	112810
48th	05/29/92	128	956	113630
49th	09/18/92	130	874	114485
50th	04/29/93	134	969	116129
51st	12/16/93	140	301	118253
52nd	09/06/94	145	716	120402
53rd	10/19/94	146	562	120871
54th	02/05/96	155	172-189	124398



ARTICLE V.

Specific Description of Property.

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

A--HYDROELECTRIC GENERATING PLANTS

*A-3--Naches Hydroelectric Generating Plant*

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

Lands in YAKIMA County, State of WASHINGTON:

*A-3 Item 13:* A tract of land in Section 36, Township 15 North, Range 16 East, Willamette Meridian, being Lots 71, 72, 73, 74, and 75, Lake Naches Division No. 2, recorded in Volume V of Plats, Page 38, records of Yakima County.

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 substations hereinafter designated:

*C-340--Lakeport Substation*

Lands in KLAMATH County, State of OREGON

Land additional to and adjoining the tract described in C-340 Item, described as follows:

*C-340 Item 2:* A tract of land situate in the Northeast Quarter of the Southeast Quarter of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, described as commencing at an iron axle monumenting the Southeast



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corner of Section 19, thence North 29°30'36" West 2698.40 feet to a found 5/8" iron pin monumenting the most southerly corner of tract described in Deed Volume 296 Page 177 of the Deed Records of Klamath County, Oregon, for the true point of beginning; thence South 89°28'03" East 163.85 feet to a set 5/8" iron pin; thence North 35°38'41" East 95.49 feet to a found 5/8" iron pin monumenting an angle point in the southeasterly boundary of said described tract in Deed Volume 296 Page 177; thence South 70°53'00" West, along said southeasterly boundary, 232.30 feet to the true point of beginning.

*C-416--Talent Substation*

In JACKSON County, State of OREGON

Land additional to and adjoining the tract described in C-416 Item, described as follows:

*C-416 Item 2:* A tract of land in Section 23, Township 38 South, Range 1 West, Willamette Meridian, described as the west 150 feet of the following described Tract to wit: commencing at a point which is East, 18.89 chains and North, 8.05 chains from the Southwest corner of Donation Land Claim No. 59, said Township, said Range (said point of commencement being situated in the center of the Pacific Highway, U.S. No. 99); thence North 37°00' West, along the centerline of said Highway, 2.75 chains; thence West, 3.75 chains; thence South, 2.17 chains, to the Southwest corner of the Tract described in Volume 21, Page 322, Jackson County, Oregon, Deed Records, and the true point of beginning; thence North, along the West line of said Tract, 2.17 chains to the Northwest corner thereof; thence West 18 rods; thence South 2.17 chains; thence East 18 rods to the true point of beginning.

*C-429--Green Substation*

Lands in DOUGLAS County, State of OREGON

*C-429 Item:* A tract of land in Section 11, Township 28 South, Range 6 West, Willamette Meridian, described as commencing at the Northwest corner of the Charles Smith Donation Land Claim No. 43 in said section, thence South 33°47'44" West 947.50 feet (record South 34°44' West 952.7 feet) to the southeasterly corner of that tract described in Book 898, Page 177 of the Deed records of Douglas County, Oregon, said point being on the westerly boundary of the right of way of Pacific Highway 99, and from which a 3/4 inch iron bolt



bears North 75°32' West 0.49 feet; thence North 14°28'29" East (record North 15°39' East) along said right of way boundary 391.13 feet to a 5/8 inch diameter iron pin for the true point of beginning; thence continuing along said westerly right of way boundary, North 14°28'29" East 643.12 feet to a 5/8 inch diameter iron pin at the northeast corner of said described tract; thence leaving said westerly right of way boundary, North 75°36'08" West 412.53 feet (record North 74°21' West 413.1 feet) to the northwest corner of said described tract, being on the easterly boundary of the Southern Pacific Railroad lands; thence South 15°47'48" West along said easterly boundary 352.34 feet; thence South 74°12'12" East 30.00 feet to a 5/8 inch diameter iron pin; thence continuing along said easterly boundary, South 15°47'48" West 290.23 feet to a 5/8 inch diameter iron pin; thence leaving said easterly boundary South 75°36'08" East 397.37 feet to the point of beginning.

#### D--ELECTRIC TRANSMISSION LINES

All the following described electric transmission lines of the Company in the state of Oregon, hereinafter enumerated and described as extending from plants or stations hereinabove described or other termini as indicated, to other designated plants, stations, or other termini as indicated below:

*D-395 Line:* From the Meridian 500kV Substation (C-375) in Jackson County, Oregon to the Dixonville 500kV substation (C-406) in Douglas County, Oregon, including the following parcels of land used for right of way:

*D-395 Item 1:* Five parcels in Section 4, Township 36 South, Range 2 West, Willamette Meridian, Jackson County, State of Oregon:

**PARCEL I:** Beginning at a 3/4" galvanized iron pipe with 2 1/2" bronze cap located at the quarter corner common to Sections 4 and 9, said Township and Range; thence along the north-south centerline of said Section 4, North 0°21'45" West, 660.00 feet, thence South 89°54'15" East, 330.00 feet, thence South 0°21'45" East, 630.00 feet, thence South 89°54'15" East, 974.46 feet to intersect the southwesterly boundary of tract described in Volume 57 Page 80 of the Deed Records of said County, thence South 31°02' East, 35.045 feet to the southwest corner of said tract, thence along the south boundary of said Section 4, North 89°54'15" West, 1322.34 feet to the point of beginning.

**PARCEL II:** Commencing at a 3/4" galvanized iron pipe with a 2 1/2" bronze cap located at the quarter corner common to said Sections 4 and 9, thence along



the north-south centerline of said Section 4, North  $0^{\circ}21'45''$  West, 660.00 feet, thence South  $89^{\circ}54'15''$  East, 330.00 feet to the true point of beginning; thence South  $0^{\circ}21'45''$  East, 630.00 feet; thence South  $89^{\circ}54'15''$  East, 330.00 feet; thence North  $0^{\circ}21'45''$  West 630.00 feet, to a point South  $89^{\circ}54'15''$  East, from the true point of beginning; thence North  $89^{\circ}54'15''$  West, 330.00 feet to the true point of beginning.

PARCEL III: Commencing at a  $\frac{3}{4}$ " galvanized iron pipe with a  $2\frac{1}{2}$ " bronze cap located at the quarter corner common to said Sections 4 and 9; thence along the north-south centerline of said Section 4, North  $0^{\circ}21'45''$  West, 660.00 feet for the true point of beginning; thence South  $89^{\circ}54'15''$  East, 330.00 feet; thence North  $0^{\circ}21'45''$  West to the north line of the Southwest Quarter of the Southeast Quarter; thence West 330.00 feet, to the centerline of Section 4, thence South  $0^{\circ}21'45''$  East, along said centerline to the true point of beginning.

PARCEL IV: Commencing at a  $\frac{3}{4}$ " galvanized iron pipe with a  $2\frac{1}{2}$ " bronze cap located at the quarter corner common to said Sections 4 and 9, thence along the north-south centerline of said Section 4, North  $0^{\circ}21'45''$  West, 660.00 feet, thence South  $89^{\circ}54'15''$  East 330.00 feet to the true point of beginning; thence continue South  $89^{\circ}54'15''$  East, 330.00 feet; thence North  $0^{\circ}21'45''$  West, to a point on the southwesterly line of Wheeler Road, as described in Volume 57 Page 80, of the Deed of Records; thence North  $31^{\circ}02'$  West along said line to a point on the north line of the Southwest Quarter of the Southeast Quarter; thence West along said North line to a point North  $0^{\circ}21'45''$  West from the true point of beginning; thence South  $0^{\circ}21'45''$  East to the true point of beginning.

PARCEL V: Commencing at a  $\frac{3}{4}$ " galvanized iron pipe with a  $2\frac{1}{2}$ " bronze cap located at the quarter corner common to said Sections 4 and 9, thence South  $89^{\circ}54'15''$  East 1322.34 feet to the southwest corner of the tract described in Volume 57 Page 80 of the Deed Records of Jackson County, thence North  $31^{\circ}02'$  West 35.045 feet to the true point of beginning; thence North  $89^{\circ}54'15''$  West 644.46 feet to a point which is South  $89^{\circ}54'15''$  East 660 feet from the north-south centerline of said Section 4; thence North  $0^{\circ}21'45''$  West to a point on the southwesterly line of Wheeler Road as described in Volume 57 Page 80, said Deed Records of said County; thence South  $31^{\circ}02'$  East along said line to the true point of beginning.



H--OFFICE BUILDINGS

The following office and service centers of the Company in the States of Oregon and California, including the following described real property.

*H-49--Pendleton Service Center*

In UMATILLA County, State of OREGON:

*H-49 Item:* Lot 2 of partition plat 1994-39, recorded November 30, 1994 in Partition Plat Records of Umatilla County and being situated in the southwest quarter, Section 5, Township 2 North, Range 32 East, Willamette Meridian.

*H-50--Yreka Power Operation*

In SISKIYOU County, State of CALIFORNIA

*H-50 Item:* Parcel 1, as shown on that certain parcel map for Edward and Sandra Miley Trusts, being located in the North 1/2 of Section 34, Township 45 North, Range 7 West, Mount Diablo Meridian, filed for record January 21, 1994 in Parcel Map Book 11, Page 116, Siskiyou County Recorder's Office.

PARAGRAPH ONE  
Electric Generating Plants

(1) Hunter Plant Ash Pile Expansion:

EM-478

The South Half of the Southwest quarter of Section 15, Lot 1 and Lot 2 of Section 22, and the Southwest quarter of the Southwest quarter of Section 22, Township 19 South, Range 8 East, Salt Lake Meridian, Emery County, Utah.

(2) Rilda Canyon Access Road/Parking Lot (Emery County, Utah):

EM-477

Parcel #1 (Road) Beginning at a point which is South 1320.0 feet and East 907.32 feet from the center of Section 22, T. 16S., R. 7E., SLM; said point being on the South boundary line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence West 25.09 feet; thence N.37°07'40"E. 193.51 feet to the beginning of a circular curve to the right having a radius of 1020.0 feet and a delta angle of 19°39'52"; thence Northeasterly along said curve an



arc length of 350.08 feet (chord bears N.46°57'36"E. 348.36 feet); thence N.56°47'32"E. 390.63 feet to the beginning of a circular curve to the left having a radius of 105.0 feet and a delta angle of 36°33'39"; thence Northeasterly along said curve an arc length of 67.00 feet (chord bears N.38°30'43"E. 65.87 feet); thence N.20°13'53"E. 0.90 feet to the beginning of a circular curve to the left having a radius of 70.0 feet and a delta angle of 38°43'53"; thence Northerly along said curve an arc length of 109.63 feet (chord bears N.24°38'03"W. 98.76 feet); thence S.69°30'00"E. 180.00 feet to the beginning of a non-tangent circular curve to the left having a radius of 70.0 feet and a delta angle of 90°16'07"; thence Southerly along said curve an arc length of 110.28 feet (chord bears S.65°21'57"W. 99.23 feet); thence S.20°13'53"W. 0.05 feet to the beginning of a circular curve to the right having a radius of 145.0 feet and a delta angle of 36°33'39"; thence Southwesterly along said curve an arc length of 92.53 feet (chord bears S.38°30'43"W. 90.96 feet); thence S.56°47'32"W. 390.63 feet to the beginning of a circular curve to the left having a radius of 980.0 feet and a delta angle of 19°39'52"; thence Southwesterly along said curve an arc length of 336.35 feet (chord bears S.46°57'36"W. 334.70 feet); thence S.37°07'40"W. 163.23 feet to the South boundary line of the Northwest 1/4 of the Southeast 1/4 of said Section 22; thence West 25.09 feet to the point of beginning; containing 1.02 acres, more or less.

**Parcel #2 (Parking Lot)** Beginning at a point which is South 935.66 feet and East 1314.91 feet from the center of Section 22, T. 16S., R. 7E., SLB&M; said point being at the beginning of a non-tangent circular curve to the right having a radius of 20.0 feet and a delta angle of 88°47'17"; thence Southeasterly along said curve an arc length of 30.99 feet (chord bears S.78°48'51"E. 27.98 feet); thence S.34°25'13"E. 18.40 feet to the beginning of a circular curve to the right having a radius of 20.0 feet and delta angle of 84°25'16"; thence Southerly along said curve an arc length of 29.47 feet (chord bears S.7°47'25"W. 26.87 feet); thence S.56°15'41"W. 137.56 feet to the beginning of a non-tangent circular curve to the left having a radius of 25.0 feet and a delta angle of 90°00'00"; thence Southerly along said curve an arc length of 39.27 feet (chord bears S.5°00'02"W. 35.36 feet); thence S.39°59'53"E. 130.0 feet to the beginning of a non-tangent circular curve to the left having a radius of 25.0 feet and delta angle of 90°00'00"; thence Southeasterly along said curve an arc length of 39.27 feet (chord bears S.84°59'53"E. 35.36 feet); thence N.56°35'23"E. 305.01 feet to the beginning of a non-tangent circular curve to the left having a radius of 60.0 feet and delta angle of 90°00'00"; thence Northeasterly along said curve an arc length of 94.24 feet (chord bears N.5°00'02"E. 84.85 feet); thence N.46°08'41"W. 130.75 feet to the beginning of a non-tangent circular curve to the left having a radius of 46.0 feet and delta angle of 90°00'00"; thence Northwesterly along said curve an arc length of 72.26 feet (chord bears N.84°59'53"W. 65.05 feet); thence S.27°15'25"W. 93.12 feet to the beginning of a non-tangent circular curve to the right having a radius of 20.0 feet and a delta angle of 95°34'44"; thence Northwesterly along said curve an arc length of 33.36 feet (chord bears N.82°12'35"W. 29.63 feet); thence N.34°25'13"W. 8.90 feet to the beginning of a circular curve to the right



having a radius of 20.0 feet and a delta angle of  $91^{\circ}12'43''$ ; thence Northeasterly along said curve an arc length of 31.84 feet (chord bears  $N.11^{\circ}11'09''E. 28.58$  feet); thence  $S.56^{\circ}47'31''W. 80.02$  feet to the point of beginning; containing 1.74 acres, more or less.

PARAGRAPH TWO  
Substations, Switchyards and Switchracks

- (1) Lakepark Substation (Rubina Parcel) (Salt Lake County, Utah):

SL-822

Parcel #1: Beginning at a point which is South 1064.0 feet and West 33.0 feet from the Northeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 91.0 feet; thence 1287.0 feet; thence North 165.0 feet; thence East 987.0 feet; thence South 74.0 feet; thence East 300.0 feet to the point of beginning. Less and excepting: Beginning at a point South 1064.0 feet and West 33.0 feet from the Northeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 8.5 feet; thence West 273.58 feet; thence North 8.5 feet; thence East 273.58 feet to the point of beginning.

Parcel #2: Beginning at a point South 990.00 feet and West 306.58 feet from the Northeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 74.00 feet; thence West 31.42 feet; thence North 74.00 feet; thence East 31.42 feet to the point of beginning.

- (2) New Clinton Substation (Davis County, Utah):

DV-171

Parcel #1: Beginning 20 rods North and 1064.7 feet West of the Southeast corner of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Meridian; said point also being North  $72^{\circ}43'40''$  West 1115.78 feet, more or less, from the Southeast corner of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Meridian, and running thence North  $0^{\circ}08'$  East 330 feet, more or less, along the East boundary line of said land, said East boundary line also being the West right of way line of Power Company's Ben Lomond Terminal 345 kV Corridor to the North boundary line of said land; thence West 255.3 feet, more or less, along said North boundary line to the West boundary line of said land, thence South 330 feet, more or less, along said West boundary line to the South boundary line of said land; thence East 255.3 feet, more or less, along said south boundary line to the point of beginning.

Parcel #2: Beginning 20 rods North and 636.66 feet West of the Southeast Corner of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Meridian, said point also being North  $62^{\circ}37'45''$  West 717.78 feet, more or less, from the Southeast



corner of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Meridian, and running thence West 268.04 feet, more or less, along said South boundary line to the West boundary of said land, said West boundary line also being the East right of way line of Power Company's Ben Lomond Terminal 345 kV Corridor, thence North 0°08' East 330 feet, more or less, along said West boundary, to the North boundary line of said land; thence East 268.04 feet, more or less, along said North boundary line; thence South 0°08' West 330 feet, more or less, to the point of beginning.

(3) New Jordan Substation Additional Lands (Salt Lake County, Utah):

SL-824

**Parcel #1:** The North one (1) rod of Lot Twelve (12) Block One (1) and the North one (1) rod of Lots Twelve(12) and Thirteen (13) of Block Two (2) of the Jones Subdivision of Block Fifty-four (54) Plat "C", Salt Lake City Survey.

**Parcel #2:** Beginning at the Northwest corner of Block Fifty-four (54) Plat "C", Salt Lake City Survey, and running thence South One (1) rod; thence West two-hundred eighty-five (285) feet, more or less, to the East bank of the Jordan River, thence North one (1) rod, along said East bank thence East two-hundred eighty-five (285) feet, more or less, to the point of beginning, and being a portion of a vacated road known and designated as 1200 West Street and in the Northwest Quarter of the Northwest Quarter of Section 2, Township 1 South, Range 1 West, Salt Lake Base and Meridian.

**Parcel #3:** Beginning at the Northwest corner of Lot Twelve (12) Block One (1) of the Jones Subdivision, Block Fifty-four (54), Plat "C", Salt Lake City Survey, said Northwest corner also being 131 feet South and 1591 feet East, more or less, from the Northwest corner of Section 2, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 16.5 feet, along the West lot line of said Lot 12, thence West 66 feet to the East line of Lot 13, Block 2, Jones Subdivision, Block 54, Plat "C", Salt Lake City Survey, thence North 16.5 feet, along said lot line, thence East 66 feet to the point of beginning, being within a vacated road known and designated at Glendale Street, the Northeast Quarter of the Northwest Quarter of said Section 2.

**Parcel #4:** Beginning at the Northwest corner of Lot Twelve (12), Block Two (2) of the Jones Subdivision, Block Fifty-four (54), Plat "C", Salt Lake City Survey, said Northwest corner also being 131 feet South and 1261 feet East, more or less, from the Northwest corner of Section 2, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 284.8 feet, more or less, to the East bank of the Jordan River, thence North 4 feet, more or less, along said East bank, thence South 89°41'35" East 746.8 feet, more or less, to a point on the North boundary line of said Jones Subdivision, thence West 462 feet, more or less, along said North boundary line to the point of beginning, being within a vacated



road known and designated as South Temple Street, and the North Half of the Northwest Quarter of said Section 2.

(4) New Jordan Substation Additional Lands (Salt Lake County, Utah): SL-825

Beginning on the Southeast corner of the Grantor's land at a point 149.17 feet South and 126.44 feet West, more or less, from the North one quarter corner of Section 2, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being the Northeast corner of Lot 8, Block 53, Plat "C", Salt Lake City Survey, running thence North 33.92 feet along the East boundary line of said land, said East boundary line also being the West right of way line of 1000 West Street, thence South 70°16'59" West 108.95 feet to the Grantor's South boundary line, thence North 88°24'50" East 102.60 feet along said South boundary line to the point of beginning.

(5) Gateway Substation (Washington County, Utah): WN-068

Beginning at a point North 0°23'31" West, 1300.32 feet along the one quarter section line from the South one quarter corner of Section 4, Township 42 South, Range 14 West, Salt Lake Base and Meridian and running thence North 0°23'31" West, 200.0 feet along the one quarter Section line, said one quarter section line also being the West boundary line of subject property, thence North 89°36'29" East, 200.0 feet, thence South 0°23'31" East 200.0 feet, thence South 89°36'29" West 200.0 feet to said West boundary line to the point of beginning.

(6) Sandcreek Substation (Bonneville County, Idaho): BV-039

Beginning on the East boundary line of the Grantor's land at a point 240 feet North and 48 feet West, more or less, from the Southeast Corner of said Section 10; thence North 250 feet along the East boundary line of said land; thence West 150 feet; thence South 250 feet; thence East 150 feet to the point of beginning.

(7) Cudahy Substation (Davis County, Utah): DV-172

Beginning at the Southeast Corner of the South Davis Sewer Improvement District Property, said point being South 89°45'51" East along Section line 763.24 feet and North 00°14'09" East 61.70 feet from the Southwest Corner of Section 3, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence North 00°33'36" East along the East line of said property 500.00 feet; thence South 89°26'30" East 350.00 feet; thence South 00°33'36" West 500.00 feet; thence North 89°26'30" West 350.00 feet to the point of beginning.



(8) Cherrywood Substation (Utah County, Utah):

UT-250

Beginning on the north boundary line of the Grantor's land at a point 254.2 feet south and 723.9 feet east, more or less, from the north one quarter corner of Section 10, Township 6 South, Range 2 East, Salt Lake Meridian, and running thence N.89°52'57"E. 620.69 feet, along the north boundary line to the northeast corner of said Grantor's land, thence S.0°37'03"E. 326.47 feet along the east boundary line of said land, thence N.89°53'46"W. 523.73 feet, to the west boundary line of said Grantor's land, thence N.17°13'03"W. 339.44 feet, along said west boundary line to the point of beginning, containing 4.27 acres, more or less.

PARAGRAPH THREE  
Electric Transmission Lines

(1) 90th South 138kV Line Relocation (Salt Lake County, Utah):

SL-826

Beginning at a point which is West along the quarter Section line 182.00 feet from the East quarter corner of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence West 85.00 feet; thence North 288.00 feet; thence East 85.00 feet; thence South 288.00 feet to the point of beginning.

(2) Tooele-Dugway 46 kV Line Regulator Site (Tooele County, Utah):

TO-028

Beginning at a point on an existing right of way fence, said point being North 89°22'38" East along Section line 820.24 feet and South 2417.15 feet from the Northwest corner of Section 18, Township 5 South, Range 5 West, Salt Lake Base and Meridian; and running thence South 6°20'58" East along said Right of Way fence 100.00 feet; thence South 83°39'02" West 100.00 feet; thence North 6°20'58" West 100.00 feet; thence North 83°39'02" East 100.00 feet to the point of beginning.

(3) Honeyville-Lampo 138 kV Line (Box Elder County, Utah):

BX-063

Beginning at a southeast corner of the Grantor's land at a point N.68°22'59"W. 1632.83 feet, from the east one quarter corner of Section 4, T. 10N., R. 2W., S.L.M., and running thence North 538.9 feet, more or less, along an east boundary line of said Grantor's land, thence West 178.61 feet, more or less, thence S.1°22'W. 538.10 feet, more or less, to a south boundary line of said land, thence East 195.65 feet, more or less, along said south boundary line to the point of beginning, containing 2.32 acres, more or less.



(4) Sandcreek-Sugarmill 69 kV Transmission Line (Bonneville County, Idaho): BV-038

Beginning at the Southwest Corner of the Grantor's land, said Southwest Corner also being the West Quarter Corner of Section 15, Township 2 North, Range 38 East of the Boise Meridian, Bonneville County, Idaho, and running thence N.89°50'56"E. 2547.85 feet along the South boundary line of said land; thence N.28°44'14"E. 191.78 feet, more or less, along the Grantor's Easterly boundary line; thence S.89°50'56"W. 2640.40 feet, more or less, to a West boundary line of said land; thence S.0°06'55"E. 167.92 feet, more or less, along said West boundary line to the point of beginning.

PARAGRAPH TEN  
Office Buildings

(1) Energy West Office 1/2 Foot Strip (Emery County, Utah): EM-476

Beginning at the Southwest corner of Lot 1, Block 37, Huntington Townsite Survey; thence East 0.25 feet, thence North 235.25 feet, thence West 0.50 feet, thence South 235.25 feet, thence East 0.25 feet, more or less, to the point of beginning.

(2) Lake District Service Center (Davis County, Utah): DV-170

Beginning at a point on the North line of said Southwest Quarter lying on the East Right of Way line of 1800 West Street, said point being South 89°56'39" East 70.12 feet from the Northwest corner of the said Southwest Quarter (West One Quarter Corner, a found brass cap) of Section 26, Township 2 North, Range 1 West, Salt Lake Base and Meridian; thence continuing South 89°56'39" East along the North line of the said Southwest quarter, 532.65 feet; thence South 0°13'19" East 814.00 feet; thence North 89°56'39" West 535.51 feet to a point on the East Right of Way line of 1800 West Street; thence North 0°19'07" West along said Right of Way line, 409.50 feet to a Right of Way Marker; thence North 0°16'55" East along said Right of Way line 404.50 feet to the point of beginning.