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PACIFICORP

(formerly Pacific Power & Light Company)

TO

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK**

(formerly Guaranty Trust Company of New York)

AND

R. E. SPARROW

(successor to Oliver R. Brooks and Wesley L. Baker).

As Trustees under Pacific Power & Light
Company's Mortgage and Deed of
Trust, Dated as of July 1, 1947

Forty-Second Supplemental Indenture

Dated as of July 1, 1987

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Ret.
Frederick J. Lord
Property Management Dept.
Pacific Power & Light Co.
920 S.W Sixth Avenue
Portland, OR 97204

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FORTY-SECOND SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of July, 1987, made and entered into by and between PACIFICORP (formerly known as PACIFIC POWER & LIGHT COMPANY), a corporation of the State of Maine, whose post office address is 851 SW Sixth Avenue, Portland, Oregon 97204 (hereinafter sometimes called the Company), party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a New York trust company, whose post office address is 30 West Broadway, New York, N.Y. 10015 (hereinafter sometimes called the Corporate Trustee), and R. E. SPARROW (successor to Oliver R. Brooks and Wesley L. Baker), whose post office address is 496 Dorchester Road, Ridgewood, New Jersey 07450 (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of July 1, 1947 (hereinafter called the Mortgage), executed and delivered by Pacific Power & Light Company 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 Forty-second Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage was or is to be recorded in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Forty-second Supplemental Indenture is to be recorded; and

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

WHEREAS the Company executed and delivered to the Trustees its Supplemental Indentures as follows:

	<u>Dated as of</u>		<u>Dated as of</u>
First	April 1, 1950	Twenty-second	July 1, 1970
Second	March 1, 1952	Twenty-third	February 1, 1971
Third	September 1, 1952	Twenty-fourth	October 1, 1971
Fourth	April 1, 1954	Twenty-fifth	October 1, 1972
Fifth	August 1, 1954	Twenty-sixth	January 1, 1974
Sixth	October 1, 1955	Twenty-seventh	October 1, 1974
Seventh	January 1, 1957	Twenty-eighth	May 1, 1975
Eighth	September 1, 1957	Twenty-ninth	January 1, 1976
Ninth	January 1, 1958	Thirtieth	July 1, 1976
Tenth	July 1, 1958	Thirty-first	December 1, 1976
Eleventh	September 1, 1960	Thirty-second	January 1, 1977
Twelfth	June 22, 1961	Thirty-third	November 1, 1977
Thirteenth	April 1, 1962	Thirty-fourth	April 1, 1979
Fourteenth	December 1, 1962	Thirty-fifth	October 1, 1980
Fifteenth	April 1, 1963	Thirty-sixth	March 1, 1981
Sixteenth	August 1, 1963	Thirty-seventh	October 15, 1981
Seventeenth	October 1, 1964	Thirty-eighth	August 1, 1982
Eighteenth	October 1, 1965	Thirty-ninth	April 1, 1983
Nineteenth	December 15, 1967	Fortieth	March 1, 1986
Twentieth	May 1, 1969	Forty-first	July 1, 1986;
Twenty-first and	November 1, 1969		

WHEREAS the First through Forty-first Supplemental Indentures were or are to be filed for record and were or are to be recorded and indexed as a mortgage of both real and personal property in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Forty-second Supplemental Indenture is to be recorded; and

WHEREAS an instrument, dated as of March 12, 1958, was executed by the Company appointing Wesley L. Baker as Co-Trustee in succession to said Oliver R. Brooks, resigned, under the Mortgage and by Wesley L.

Baker accepting the appointment as Co-Trustee under the Mortgage in succession to the said Oliver R. Brooks, which instrument was or is to be recorded in the official records of the states of California, Idaho, Montana, Oregon, Utah, Washington and Wyoming and various counties within such states, which counties include or will include all counties in which this Forty-second Supplemental Indenture is to be recorded; and

WHEREAS in the Twenty-first Supplemental Indenture, Wesley L. Baker resigned as Co-Trustee and R. E. Sparrow was appointed successor Co-Trustee; and

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

WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, bonds entitled and designated First Mortgage 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>
1. First—3¼%	1977	\$38,000,000	\$ 0
2. Second—3%	1980	9,000,000	0
3. Third—3½%	1982	12,500,000	0
4. Fourth—3¼%	9/1/1982	7,500,000	0
5. Fifth—3¾%	1984	8,000,000	0
6. Sixth—3½%	8/1/1984	30,000,000	0
7. Seventh—3¾%	1985	10,000,000	0
8. Eighth—5¾%	1987	12,000,000	0
9. Ninth—5¼%	9/1/1987	20,000,000	0
10. Tenth—4¼%	1988	15,000,000	14,900,000
11. Eleventh—4¾%	7/1/1988	20,000,000	17,675,000
12. Twelfth—5½%	1990	20,000,000	14,271,000
13. Thirteenth—4¾%	1992	35,000,000	26,696,000
14. Fourteenth—4½%	12/1/1992	32,000,000	24,405,000
15. Fifteenth—3¾%	11/1/1974	11,434,000	0
16. Sixteenth—3¾%	4/1/1978	4,500,000	0
17. Seventeenth—3¾%	8/1/1979	4,951,000	0

<u>Series</u>	<u>Due Date</u>	<u>Aggregate Principal Amount Issued</u>	<u>Aggregate Principal Amount Outstanding</u>
18. Eighteenth—4½%	6/1/1981	5,849,000	0
19. Nineteenth—4½%	10/1/1982	6,157,000	0
20. Twentieth—3¼%	3/1/1984	8,659,000	0
21. Twenty-first—4½%	5/1/1986	14,454,000	0
22. Twenty-second—4½%	1993	30,000,000	19,666,000
23. Twenty-third—4½%	1994	30,000,000	21,946,000
24. Twenty-fourth—5%	1995	30,000,000	22,042,000
25. Twenty-fifth—8%	1999	25,000,000	23,400,000
26. Twenty-sixth—8¼%	11/1/1999	20,000,000	20,000,000
27. Twenty-seventh—9½%	2000	25,000,000	24,310,000
28. Twenty-eighth—7½%	2001	40,000,000	37,698,000
29. Twenty-ninth—8%	10/1/2001	35,000,000	32,940,000
30. Thirtieth—7¼%	2002	30,000,000	28,534,000
31. Thirty-first—8½%	2004	60,000,000	52,695,000
32. Thirty-second—9½%	1983	70,000,000	0
33. Thirty-third—10¼%	1990	60,000,000	0
34. Thirty-fourth—10%	2006	75,000,000	70,546,000
35. Thirty-fifth—7¼%	7/1/2006	35,000,000	22,485,000
36. Thirty-sixth—8½%	12/1/2006	50,000,000	45,075,000
37. Thirty-seventh—6½%	1/1/2007	17,000,000	8,190,000
38. Thirty-eighth—8½%	11/1/2007	100,000,000	93,345,000
39. Thirty-ninth—10¼%	2009	100,000,000	38,736,000
40. Fortieth—14¼%	2010	50,000,000	0
41. Forty-first—15½%	1991	75,000,000	0
42. Forty-second—18%	10/15/1991	100,000,000	0
43. Forty-third—Adjustable Rate	11/1/2002	50,000,000	50,000,000
44. Forty-fourth—12½%	2013	100,000,000	9,252,000*
45. Forty-fifth—8½%	3/1/1996	80,000,000	80,000,000
46. Forty-sixth—8½%	7/1/1996	75,000,000	75,000,000

* Called for redemption July 24, 1987.

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds, if any, of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such series may also contain such provisions not inconsistent with the provisions of the Mortgage, as supplemented, as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage, as supplemented; and

WHEREAS Section 120 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, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) 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 or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage, as supplemented, shall be situated; and

WHEREAS the Company has entered into a Loan Agreement dated as of July 22, 1987, with The Long Term Credit Bank of Japan, Limited, as agent, and the financial institutions named therein, under which the Company may borrow the Japanese Yen equivalent of not to exceed \$50,000,000 United States Dollars, and pursuant to such Loan Agreement, the Company has agreed to issue a series of its bonds under the Mortgage in order to secure payment of its obligations under the Loan Agreement; and

WHEREAS the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 120 of the Mortgage) to add to its

covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented; and

WHEREAS the execution and delivery by the Company of this Forty-second Supplemental Indenture, and the terms of the bonds of the Forty-seventh Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That PacifiCorp, in consideration of the premises and of One Dollar (\$1) to it duly paid by the Trustees at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees and in order further 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 the 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 grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances as defined in Section 6 of the Mortgage) unto R. E. Sparrow and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York, as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Forty-first Supplemental Indenture, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage, as heretofore supplemented, expressly excepted), now owned, or, subject to the provisions of subsection (I) of Section 87 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 III hereof, and including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites,

flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, 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 by steam, water and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat 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, electric, gas, and other machines, regulators, meters, transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wheresoever situated.

And the Company does hereby confirm that the Company will not cause or consent to a partition, either voluntarily or through legal proceedings, of property, whether herein described or heretofore or hereafter acquired, in which its ownership shall be as a tenant in common, except as permitted by and in conformity with the provisions of the Mortgage and particularly of Article XI thereof.

TOGETHER WITH all and singular the tenements, hereditaments, pre-scriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 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 aforementioned property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (I) of Section 87 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, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, 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 conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of the Mortgage, viz.: (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; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the Company's contractual rights or other interest in or with respect to tires not owned by the Company; (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, steam, water, ice, and other materials or products generated, manufactured, stored, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of the Mortgage; and (6) the

Company's franchise to be a corporation; 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 either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto R. E. Sparrow and (to the extent of its legal capacity to hold the same for the purposes hereof) to Morgan Guaranty Trust Company of New York, as Trustees, and their 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, as heretofore supplemented, this Forty-second Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their 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 Trustees by the Mortgage as a part of the property therein stated to be conveyed.

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

ARTICLE I.

DEFINITIONS.

SECTION 1. The terms defined in this Article I shall, for all purposes of this Forty-second Supplemental Indenture, have the meaning herein specified, unless the context otherwise requires:

The term "Loan Agreement" shall mean the Loan Agreement dated as of July 22, 1987, entered into among the Company, The Long Term Credit Bank of Japan, Limited, as agent, and the financial institutions named therein, under which the Company may borrow the Japanese Yen equivalent of not to exceed \$50,000,000 United States Dollars.

The term "Lenders" shall mean the financial institutions named in Schedule I to the Loan Agreement, and their successors and assigns.

The term "Advance" shall mean the amounts borrowed under the Loan Agreement.

The term "Agent" shall mean The Long Term Credit Bank of Japan, Limited, and any duly appointed successor, in its capacity as agent for the Lenders for the purpose of holding the Bonds of the Forty-seventh Series as security for the Advance, interest thereon and other amounts payable under the terms of the Loan Agreement and the Security Agreement (as defined in the Loan Agreement) between the Company and the Agent related thereto.

ARTICLE II.

FORTY-SEVENTH SERIES OF BONDS.

SECTION 2. There shall be a series of bonds designated "9 $\frac{1}{8}$ % Series due 1997" (herein sometimes referred to as the "Forty-seventh Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Forty-seventh Series shall mature on July 22, 1997 and shall be issued as fully registered bonds in the denomination of Five Thousand Dollars and, at the option of the Company, in any multiple or multiples of Five Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery

thereof); they shall bear interest at the rate of nine and three-eighths per centum (9 $\frac{3}{8}$ %) per annum, payable semi-annually on January 22 and July 22 of each year, commencing January 22, 1988; and the principal of and interest on each such bond to 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. Bonds of the Forty-seventh Series shall be dated as provided in Section 10 of the Mortgage, as amended by the Thirty-eighth Supplemental Indenture.

(1) Bonds of the Forty-seventh Series shall be redeemable in whole at any time upon receipt by the Corporate Trustee of a written demand (hereinafter referred to as the "Redemption Demand") from the Agent, which Redemption Demand shall be received not less than 60 days prior to the redemption date stated therein. The Redemption Demand shall be signed by a General Manager and Agent, Vice President and Deputy General Manager or Assistant Vice President and Manager of the Agent and shall state (1) the principal amount of bonds of the Forty-seventh Series to be redeemed (which shall be equal to the aggregate principal amount of First Mortgage Bonds of such Series then outstanding), (2) the redemption date (hereinafter referred to as the "redemption date"), (3) that the redemption required by the Redemption Demand is the result of the Advance then outstanding under the Loan Agreement having been declared immediately due and payable pursuant to the provisions of the Loan Agreement (hereinafter referred to as an "Acceleration"), (4) that the Corporate Trustee shall call for redemption on the redemption date the stated principal amount of bonds of the Forty-seventh Series, and (5) that the Agent, as holder of all the bonds of the Forty-seventh Series then outstanding, waives any notice of such redemption required to be given under the Mortgage. The redemption date stated in the Redemption Demand shall be not less than 60 days after the receipt thereof by the Corporate Trustee, provided that the provisions of this Article II shall not be construed as limiting any rights of the Agent, as holder of the bonds of the Forty-seventh Series, pursuant to Article XIII of the Mortgage and, provided, further, that if after receipt of the Redemption Demand and prior to the redemption date the Corporate Trustee shall have been advised in writing by the Agent, signed in the same manner as the Redemption Demand, that the Acceleration has been rescinded, such Redemption Demand shall thereupon without further act of the Corporate Trustee be

rescinded and become null and void for all purposes hereunder and no redemption of the bonds of the Forty-seventh Series and no payment in respect thereof shall be effected or required. Promptly after receiving the Redemption Demand the Corporate Trustee shall mail a copy thereof to the Company; provided, however, that failure to mail a copy of the Redemption Demand shall not affect the validity of the proceedings for the redemption of the bonds of the Forty-seventh Series. The Corporate Trustee may conclusively rely on the statements and instructions contained in the Redemption Demand. Redemption of bonds of the Forty-seventh Series shall be at the principal amount thereof, together with accrued interest to the redemption date, and such amount shall become and be due and payable on the redemption date. The Company hereby covenants that, if a Redemption Demand shall be delivered to the Corporate Trustee, the Company, subject to Paragraph (IV) of this Article II, will deposit, on or before the business day preceding the redemption date, with the Corporate Trustee, an amount in cash sufficient to redeem the bonds of the Forty-seventh Series so called for redemption. To the extent the method of redemption provided for in this Paragraph (I) conflicts with any provisions of Article X of the Mortgage, such provisions of Article X shall not be applicable.

(II) At any time and from time to time upon receipt by the Corporate Trustee of bonds of the Forty-seventh Series, together with a written order from the Agent signed in the same manner as a Redemption Demand (i) specifying the principal amount of bonds of the Forty-seventh Series to be cancelled and the reason therefor and (ii) directing the Corporate Trustee to cancel the bonds so delivered or to make such endorsements thereon as shall be appropriate pursuant to Section 54 of the Mortgage to evidence the cancellation of the principal amount of bonds of the Forty-seventh Series stated in clause (i) to be cancelled, the Corporate Trustee shall cancel such stated principal amount of bonds of the Forty-seventh Series. The Corporate Trustee may conclusively rely on the statements and instructions contained in such order.

(III) Bonds of the Forty-seventh Series shall also be redeemable in whole at any time prior to maturity, upon notice as provided in Section 52 of the Mortgage, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 87 of the Mortgage, at the Special Redemption Price of 100% of the principal amount of the

Bonds to be redeemed, together with accrued interest to the date fixed for redemption.

(IV) The obligation of the Company to make payments with respect to the principal of and interest on bonds of the Forty-seventh Series shall be fully or partially, as the case may be, satisfied and discharged to the extent that, at the time that any such payment shall be due, the then due principal of and interest on the Advance shall have been fully or partially paid. Satisfaction of any obligation to the extent that payment is made with respect to the Advance means that if any payment is made on the principal of or interest on the Advance, a corresponding payment obligation with respect to the principal of or interest on the Bonds shall be deemed discharged in the same proportion as the payment with respect to the Advance discharges the outstanding obligation with respect to the Advance. The Corporate Trustee may conclusively presume that the obligation of the Company to make payments with respect to the principal of and interest on bonds of the Forty-seventh Series shall have been fully satisfied and discharged unless and until the Corporate Trustee shall have received a written notice from the Agent, signed by a General Manager and Agent, Vice President and Deputy General Manager or Assistant Vice President and Manager, stating (i) that timely payment of the principal of or interest on the Advance has not been made and (ii) the amount of funds required to make such payment of principal or interest or both, as the case may be. The Corporate Trustee may conclusively rely on the statements contained in the notice described in the next preceding sentence.

(V) Bonds of the Forty-seventh Series shall only be transferable (subject to the provisions of Section 12 of the Mortgage), upon the surrender thereof, for cancellation, together with a written instrument of transfer in form approved by the Company 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, to a successor to the Agent pursuant to the Loan Agreement, and such bonds of the Forty-seventh Series will have the following legend imprinted thereon:

"This Bond has not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in contravention of said Act and is not transferable except to a successor Agent under the

Loan Agreement dated as of July 22, 1987 among PacifiCorp, The Long Term Credit Bank of Japan, Limited, as agent, and the financial institutions named therein."

(VI) Upon any transfer of bonds of the Forty-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 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any transfer of bonds of the Forty-seventh Series.

After the execution and delivery of this Forty-second Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage, as supplemented, it is contemplated that there shall be an initial issue of bonds of the Forty-seventh Series for the aggregate principal amount of Fifty Million United States Dollars (\$50,000,000).

ARTICLE III.

MISCELLANEOUS PROVISIONS.

SECTION 3. The right, if any, of the Company to assert the defense of usury against a holder or holder of bonds of the Forty-seventh Series or any subsequent series shall be determined only under the laws of the State of New York.

SECTION 4. The terms defined in the Mortgage, as heretofore amended, shall, for all purposes of this Forty-second Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore amended.

SECTION 5. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Forty-second Supplemental Indenture or any of the documents referred to in Section 1 hereof 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 XVII of the Mortgage shall apply to and form part of this Forty-second

Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Forty-second Supplemental Indenture.

SECTION 6. Whenever in this Forty-second Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Forty-second Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, 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 7. Nothing in this Forty-second Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy or claim under or by reason of this Forty-second Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Forty-second Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 8. This Forty-second 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 IV.

SPECIFIC DESCRIPTION OF PROPERTY.

The following described properties acquired subsequent to April 30, 1986, in the states of Oregon, California, Washington, Wyoming, and Montana, owned as of May 31, 1987, and used by the Company as sites for its plants, properties, office buildings, electric substations and electric switching stations, as hereinafter indicated, respectively:

B—STEAM ELECTRIC GENERATING PLANTS

B-13—*Centralia Steam Electric Generating Plant*

An undivided forty-seven and five-tenths percent (47.5%) interest of the Company, as a tenant in common with others, in and to the steam electric generating plant, known as the Centralia Steam Plant, and the following described lands in Thurston County, state of Washington, used in connection therewith.

Lands in THURSTON County, State of WASHINGTON:

B-13 Item 3: Lands in Township 15 North, Range 1 East, Willamette Meridian.

Parcel 1: A tract of land in Sections 11, 14, 15, 16 and 17, described as follows:

Beginning at a point on the east-west line between Sections 11 and 14 which bears north $87^{\circ} 00' 05''$ west 182.27 feet from the southeast corner of said Section 11, thence along the following courses and distances in said Section 11:

north $53^{\circ} 49' 14''$ east 100.09 feet; north $65^{\circ} 55' 35''$ west 359.73 feet; south $43^{\circ} 16' 54''$ west 220.51 feet; south $60^{\circ} 49' 42''$ west 45.76 feet, more or less,

to a point on the south line of said Section 11, thence along the following courses and distances in said Section 14:

south $60^{\circ} 49' 42''$ west 255.90 feet; south $71^{\circ} 30' 17''$ west 338.46 feet; north $51^{\circ} 54' 39''$ west 271.89 feet; north $83^{\circ} 20' 37''$ west 254.24 feet; north $76^{\circ} 03' 51''$ west 356.87 feet; south $70^{\circ} 40' 57''$ west 436.45 feet; south $59^{\circ} 49' 51''$ west 255.72 feet; south $47^{\circ} 47' 22''$ west 236.45 feet; south $58^{\circ} 20' 37''$ west 81.47 feet; south $75^{\circ} 59' 05''$ west 82.72 feet; south $88^{\circ} 24' 10''$ west 73.99 feet; north $78^{\circ} 22' 49''$ west 69.10 feet; north $64^{\circ} 51' 36''$ west 98.73 feet; north $53^{\circ} 03' 31''$ west 177.29 feet; north $88^{\circ} 20' 53''$ west 49.75 feet; north $70^{\circ} 36' 08''$ west 92.49 feet; north $58^{\circ} 47' 11''$ west 78.31 feet; north $46^{\circ} 41' 53''$ west 221.29 feet; south $74^{\circ} 41' 45''$ west 662.79 feet; north $86^{\circ} 11' 28''$ west 186.15 feet; south $78^{\circ} 26' 42''$ west 242.55 feet; north $87^{\circ} 59' 29''$ west 494.18 feet more or less,

to a point on the north-south section line common to Sections 14 and 15 which is south $01^{\circ} 52' 20''$ west 493.39 feet from the northwest corner of said Section 14, thence along the following courses and distances in said Section 15:

north $87^{\circ} 59' 29''$ west 327.43 feet; north $74^{\circ} 02' 53''$ west 400.22 feet; north $88^{\circ} 45' 51''$ west 575.91 feet; south $76^{\circ} 33' 47''$ west 492.55 feet; south $16^{\circ} 25' 23''$ west 164.36 feet; south $59^{\circ} 05' 01''$ west 329.19 feet; north $76^{\circ} 22' 18''$ west 407.09 feet; south $32^{\circ} 14' 15''$ west 423.58 feet; north $89^{\circ} 33' 35''$ west 156.21 feet; north $33^{\circ} 49' 33''$ west 186.80 feet; south $62^{\circ} 47' 03''$ west 257.36 feet; south $82^{\circ} 05' 25''$ west 287.38 feet; south $34^{\circ} 00' 02''$ west 263.98 feet; north $52^{\circ} 43' 21''$ west 152.81 feet; south $86^{\circ} 35' 42''$ west 664.04 feet; south $25^{\circ} 15' 30''$ west 378.46 feet; north $85^{\circ} 32' 51''$ west 369.85 feet; south $69^{\circ} 45' 16''$ west 285.24 feet; north $88^{\circ} 02' 05''$ west 120.15 feet more or less,

to a point on the north-south section line common to Sections 15 and 16 which is south $02^{\circ} 26' 44''$ east 1,846.54 feet from the northwest corner of said Section 15, thence along the following courses and distances in said Section 16:

north $88^{\circ} 02' 05''$ west 144.02 feet; north $62^{\circ} 20' 54''$ west 244.42 feet; north $40^{\circ} 31' 43''$ west 215.43 feet; north $82^{\circ} 23' 41''$ west 161.01 feet; south $83^{\circ} 11' 32''$ west 349.15 feet; south $88^{\circ} 51' 12''$ west 334.53 feet; south $76^{\circ} 46' 31''$ west 564.62 feet; north $80^{\circ} 09' 45''$ west 693.06 feet; south $85^{\circ} 54' 49''$ west 391.76 feet; north $73^{\circ} 54' 40''$ west 592.15 feet; north $20^{\circ} 12' 38''$ east 239.00 feet; north $06^{\circ} 58' 06''$ east 165.47 feet; south $74^{\circ} 49' 49''$ west 104.10 feet; south $62^{\circ} 14' 25''$ west 776.84 feet; north $87^{\circ} 28' 02''$ west 220.95 feet; south $80^{\circ} 53' 35''$ west 766.03 feet; north $85^{\circ} 36' 44''$ west 46.89 feet more or less,

to a point on the north-south section line common to Sections 16 and 17 which is south $02^{\circ} 20' 51''$ east 1,836.31 feet from the northwest corner of said Section 16, thence along the following courses and distances in Section 17:

north 85° 36' 44" west 132.92 feet; north 02° 21' 01" east 128.11 feet; north 23° 07' 41" west 325.96 feet; north 03° 45' 27" east 318.32 feet; north 85° 40' 34" west 162.58 feet; south 28° 26' 02" west 320.98 feet; south 03° 48' 36" west 182.46 feet; south 22° 25' 40" east 232.05 feet; north 80° 33' 24" west 258.57 feet; north 65° 21' 10" west 287.74 feet; south 69° 12' 12" west 394.31 feet; north 35° 32' 27" west 752.13 feet; south 66° 44' 11" west 199.85 feet; north 79° 30' 27" west 173.22 feet; north 66° 00' 29" west 114.86 feet; north 77° 32' 52" west 350.23 feet; south 62° 54' 49" west 169.14 feet; south 33° 05' 59" west 584.71 feet; south 74° 11' 20" west 845.70 feet; north 72° 17' 34" west 1,186.61 feet; north 47° 40' 31" west 156.06 feet more or less,

to a point on the west line of said Section 17 which is south 00° 19' 55" west 1,415.45 feet from the northwest corner of said section, thence southerly along the west line of said section to the southwest corner of the northwest quarter of the southwest quarter (NW¼SW¼) of said section, thence easterly along the south line of the north half of the south half (N½S½) of said section 402.17 feet to a point, thence along the following courses and distances in Section 17:

north 79° 25' 38" east 846.57 feet; south 51° 56' 54" east 123.58 feet; south 85° 51' 31" east 166.81 feet; north 02° 52' 28" west 272.18 feet; north 62° 14' 10" east 317.25 feet; south 52° 28' 44" east 313.04 feet; north 65° 55' 38" east 105.35 feet; north 87° 57' 47" east 703.00 feet; south 83° 31' 25" east 427.31 feet; north 58° 18' 40" east 460.38 feet; south 39° 38' 57" east 360.74 feet; south 87° 17' 54" east 129.02 feet; south 46° 56' 40" east 474.08 feet; north 71° 34' 04" east 236.69 feet; south 88° 48' 09" east 232.44 feet; north 71° 34' 25" east 453.41 feet more or less.

to a point on the north-south section line common to Sections 16 and 17 which is south 02° 20' 51" east 3,799.98 feet from the northeast corner of said Section 17, thence along the following courses and distances in Section 16:

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north 71° 34' 25" east 66.25 feet; north 72° 01' 00" east 240.65 feet; south 77° 56' 16" east 429.48 feet; south 54° 48' 47" east 311.98 feet; south 81° 21' 40" east 307.40 feet; south 44° 57' 41" east 665.70 feet; north 50° 01' 56" east 508.54 feet; south 86° 38' 08" east 146.78 feet; north 50° 50' 53" east 174.84 feet; south 88° 33' 23" east 113.41 feet; south 33° 23' 03" east 200.31 feet; north 42° 52' 15" east 187.86 feet; south 65° 02' 35" east 259.65 feet; south 39° 05' 42" east 698.82 feet; north 49° 22' 24" east 225.54 feet; north 01° 07' 02" west 507.66 feet; north 16° 09' 36" west 362.05 feet; north 04° 44' 27" west 217.89 feet; north 52° 03' 43" east 115.97 feet; north 81° 08' 00" east 455.98 feet; north 89° 02' 56" east 367.24 feet; north 39° 54' 40" east 320.69 feet; south 37° 54' 29" east 342.62 feet; north 68° 50' 52" east 439.91 feet more or less,

to a point on the north-south section line between Sections 15 and 16 which is south 02° 26' 44" east 2,979.49 feet from the northeast corner of said Section 16, thence along the following courses and distances in Section 15:

north 68° 50' 52" east 147.51 feet; south 58° 22' 18" east 221.38 feet; south 85° 10' 21" east 505.81 feet; north 20° 22' 33" east 180.03 feet; south 80° 21' 39" east 478.83 feet; north 11° 20' 03" east 230.34 feet; north 68° 10' 44" east 275.97 feet; north 89° 30' 09" east 272.44 feet; south 75° 41' 41" east 43.03 feet; north 78° 37' 48" east 506.93 feet; north 83° 20' 25" east 448.82 feet; north 46° 04' 37" east 296.71 feet; north 79° 33' 02" east 637.43 feet; north 51° 46' 37" east 551.52 feet; north 81° 28' 02" east 606.99 feet; north 75° 18' 13" east 290.80 feet; south 85° 56' 25" east 134.60 feet; north 48° 23' 08" east 68.60 feet more or less,

to a point on the north-south section line common to Sections 14 and 15 which is south 01° 52' 20" west 1,452.35 feet from the northeast corner of said Section 15, thence along the following courses and distances in Section 14:

north 48° 23' 08" east 71.61 feet; south 70° 59' 32" east 304.30 feet; north 68° 24' 16" east 286.10 feet; north 79° 00' 16" east 559.39 feet; south 89° 13' 50" east 538.86

feet; north 61° 44' 25" east 315.72 feet; south 85° 02' 10" east 1,180.34 feet; north 61° 30' 30" east 819.09 feet; north 71° 29' 01" east 761.67 feet; north 53° 49' 14" east 601.16 feet more or less.

to a point on the east-west section line between Sections 11 and 14 which is north 87° 00' 05" west 182.27 feet from the northeast corner of said Section 14, and the point of beginning for this description. All courses shown in the foregoing description are based on the State of Washington Coordinate System (South Zone).

TOGETHER WITH an easement as granted in that certain deed recorded November 25, 1970, in Volume 525, page 303, Deed Records of Thurston County under Auditor's File No. 833263 for the temporary overflow of reservoir waters on any lands owned by WEYERHAEUSER COMPANY, a Washington corporation, in said certain deed within the southeast quarter of the southeast quarter of Section 11, all of Section 12, the north half of Section 13, the north half of Section 14, the north half of Section 15, and the north three-fourths of Section 17, in Township 15 North, Range 1 East of the Willamette Meridian; PROVIDED, HOWEVER, that in the event of such overflow Grantee shall pay for any damage to land, timber and improvements occasioned by overflow.

ALSO TOGETHER WITH an easement contained in that certain Warranty Deed recorded December 14, 1970 in Volume 528, page 292, Deed Records of Thurston County, under Auditor's File No. 834257 for the temporary and intermittent overflow of the reservoir waters, upon and over the adjoining lands of Grantor therein; provided that, in the event of any such overflow, the Grantee herein shall be responsible for payment of any damage to growing timber, improvements or personal property, including rock inventories upon such adjoining lands of such Grantor, and shall be responsible for payment of compensatory damages resulting from any temporary inter-

ruption of quarry operations, if any, upon such adjoining lands of such Grantor, occasioned by such overflow.

Parcel 2: Those portions of the north half and the north half of the southeast quarter of Section 18, lying southerly of the following described line:

Beginning at a point on the east line of said Section 18 which bears south $00^{\circ} 19' 55''$ west 1,415.45 feet from the northeast corner of said section; thence north $47^{\circ} 40' 31''$ west 951.19 feet; thence north $71^{\circ} 15' 47''$ west 1,858.15 feet; thence south $73^{\circ} 14' 02''$ west 1,096.69 feet; thence south $61^{\circ} 46' 54''$ west 317.30 feet; thence south $87^{\circ} 40' 58''$ west 89.00 feet, more or less, to a point on the northeasterly line of that certain tract conveyed by Scott Paper Company to Henry W. Turner and Evelyn Turner by deed dated May 22, 1958 and recorded in the Deed Records of said Thurston County under Auditor's File No. 597416; thence northwesterly along said northeasterly line of said Turner tract to the north line of said Section 18; thence westerly along said north line of said section to the northwest corner thereof;

and lying northerly of the following described line:

Beginning at a point on the east line of said Section 18 which bears south $00^{\circ} 19' 55''$ west 3,759.54 feet from the northeast corner of said section; thence north $68^{\circ} 11' 24''$ west 614.59 feet; thence north $44^{\circ} 33' 55''$ west 1,275.23 feet; thence north $32^{\circ} 13' 14''$ west 827.33 feet; thence north $86^{\circ} 47' 55''$ west 1,202.47 feet; thence south $34^{\circ} 42' 19''$ west 811.72 feet; thence north $14^{\circ} 23' 23''$ west 79.18 feet, more or less, to a point on the southeasterly line of the aforementioned Turner tract; thence southwestwardly along said southeasterly line of said Turner tract to its intersection with the east-west centerline of said Section 18; thence westerly along said east-west centerline to the west quarter corner of said Section 18;

EXCEPTING THEREFROM, so much of the northwest quarter of said Section 18 as was conveyed by Scott Paper Company to Henry W. Turner and Evelyn Turner by said deed dated May 22, 1958, and

FURTHER EXCEPTING THEREFROM, those portions conveyed under Auditor's File Nos. 857989, 872705 and 1074923.

TOGETHER WITH that portion of vacated roadway, if any, that would attach to the said Parcel 2 by operation of law as disclosed by Resolution 7312 under Auditor's File No. 8207270131.

Parcel 3: That part of Lot 4 of Section 7 and those portions of the northeast quarter of the northwest quarter, of Government Lots 1 and 2, of the southeast quarter of the northwest quarter, of the northeast quarter of the southwest quarter and of Government Lot 3 of Section 18, described as follows:

Beginning at the southwest corner of said Section 7; running thence north $00^{\circ} 18' 39''$ east along the west line of said section 122.21 feet; thence south $78^{\circ} 10' 12''$ east 528.20 feet; thence south $61^{\circ} 28' 14''$ east 362.28 feet; thence south $15^{\circ} 42' 23''$ east 390.98 feet; thence south $09^{\circ} 50' 00''$ east 575.00 feet, more or less, to the line of ordinary high water of the left bank of Skookumchuck River; thence northeasterly along said line of ordinary high water 1,270.00 feet, more or less, to a point described as 747.00 feet south and 2,215.25 feet east of the northwest corner of said Section 18; thence south $07^{\circ} 22' 35''$ west 434.30 feet; thence south $34^{\circ} 14' 22''$ west 298.32 feet; thence south $33^{\circ} 36' 51''$ west 327.28 feet; thence south $46^{\circ} 55' 48''$ east 32.33 feet; thence south $46^{\circ} 10' 44''$ west 222.71 feet; thence south $19^{\circ} 03' 38''$ west 142.48 feet; thence south $36^{\circ} 18' 34''$ west 426.57 feet; thence south $03^{\circ} 39' 39''$ west 300.86 feet; thence south $42^{\circ} 49' 24''$ west 597.78 feet; thence north $79^{\circ} 22' 14''$ west 189.91 feet; thence north $56^{\circ} 47' 53''$ west 186.23 feet; thence north $38^{\circ} 24' 23''$ west 720.00 feet, more or less, to said line of ordinary highwater thence southwesterly along said line of ordinary high water 350.00 feet, more or less, to the west line of said Section 18; thence north $00^{\circ} 06' 58''$ west along said west line 2,748.00 feet, more or less, to the point of beginning. EXCEPT that certain tract of real property conveyed to the State of Washington by Deed dated August 2, 1972 and recorded August 18, 1972 in Deed Records of Thurston County under Auditor's File No. 872705.

B-13 Item 4: Lands in Township 15 North, Range 1 West, Willamette Meridian.

Parcel 1: The south half of the southeast quarter, the southeast quarter of the northeast quarter of the southwest quarter, the east half of the southeast quarter of the southwest quarter, and that portion of the west half of the southeast quarter of the southwest quarter bounded on the east by the east line of said west half of the southeast quarter of the southwest quarter, bounded on the southerly side by the northeasterly right of way line of the Troller (Skookumchuck) County Road and bounded on the northwesterly side by a line which is parallel with and 37.50 feet northwesterly of the center survey line of that certain right of way granted to Pacific Northwest Pipeline Corporation by instrument dated February 24, 1956 and recorded File No. 557791-B, all in Section 12, EXCEPTING therefrom Troller County Road and other county roads.

Parcel 2: The south half, the northeast quarter, and the east half of the northwest quarter of Section 13, EXCEPTING therefrom road known as Troller County Road and any other county roads.

B-14—Centralia Coal Mine Properties

An undivided one-half ($\frac{1}{2}$) interest of the Company, as a tenant in common with another, in and to the following lands used in connection with the Centralia coal mine and coal preparation facilities in Lewis and Thurston Counties, state of Washington.

Lands in LEWIS County, State of WASHINGTON:

B-14 Item 8: A tract of land in Section 28, Township 15 North, Range 1 West, Willamette Meridian, described as follows:

All that part of the southeast quarter of the northwest quarter of Section 28 lying east of that certain property described in Warranty Deed from Angeline Parkin, a widow, to Vernon F. Rector and Mazie A. Rector, husband and wife, recorded March 31, 1954, under Auditor's File No. 529955, and lying south of that certain property described in Treasurer's Deed to C.H. Post recorded October 20, 1937 under Auditor's File No. 309862, EXCEPT roads.

Lands in THURSTON County, State of WASHINGTON

B-14 Item 9: A portion of the south one-half of Section 17 and a portion of the northwest quarter of Section 20, Township 15 North, Range 1 West, Willamette Meridian, described as follows:

Commencing at the southeast corner of said Section 17 and running north $00^{\circ} 37' 22''$ east along the east line of said Section 17 a distance of 2,690.19 feet to the east one-quarter corner of said Section 17; thence north $89^{\circ} 23' 18''$ west along the east-west centerline of said Section 17 a distance of 2,077.78 feet; thence south $51^{\circ} 41' 05''$ east 20.49 feet to the true point of beginning, said point being on the easterly right of way line of the proposed Tono-Bucoda County Road; thence along said right of way line south $51^{\circ} 41' 05''$ east 386.69 feet; thence along a curve to the left with a radius of 850.00 feet having a distance of 61.65 feet; thence south $55^{\circ} 50' 26''$ east 490.13 feet; thence along a curve to the left with a radius of 833.05 feet having a distance of 114.34 feet; thence south $63^{\circ} 42' 16''$ east 256.65 feet; thence along a curve to the right with a radius of 485.00 feet having a distance of 580.06 feet; thence south $04^{\circ} 49' 16''$ west 1,039.99 feet; thence along a curve to the left with a radius of 1,871.78 feet for a distance of 436.09 feet to a point on the south line of Section 17, said point bearing north $87^{\circ} 41' 51''$ west 750.36 feet from the southeast corner thereof; thence north $87^{\circ} 41' 51''$ west along the south line of said Section 17 a distance of 1,893.18 feet to the one-quarter corner common to Sections 17 and 20; thence south $02^{\circ} 20' 59''$ east along the north-south centerline of said Section 20 a distance of 1,003.6 feet more or less to the centerline of the existing (to be vacated) Tono-Bucoda County Road; thence northerly and westerly along said centerline to a point on the south line of said Section 17 that bears north $89^{\circ} 39' 11''$ west 1,511.4 feet more or less from the south one-quarter corner of said Section 17; thence continuing northerly and easterly along the centerline of said County Road to a point on the north-south centerline of said Section 17 that bears north $01^{\circ} 07' 59''$ east 1,201.5 feet more or less from said south one-quarter corner; thence continuing northerly on the centerline of said County Road to a point that bears south $38^{\circ} 18' 55''$ west 30.00 feet from the true point of beginning; thence north $38^{\circ} 18' 55''$ east 30.00 feet to the true point of beginning.

B-15—Jim Bridger Steam Electric Generating Plant

An undivided two-thirds ($\frac{2}{3}$) interest of the Company, as a tenant in common with another, in the following property purchased for use in connection with the steam electric generating plant known as the Jim Bridger Steam Plant, in Sweetwater County, state of Wyoming.

Lands in SWEETWATER County, State of WYOMING:

B-15 Item 6: Lands in Township 21 North, Range 101 West, 6th Principal Meridian:

The northeast quarter, and the north half of the northwest quarter, of Section 27, and the west half of the southwest quarter of Section 23, subject to a reservation of all minerals and mineral rights.

C—ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

All of the following described real property in the states of Oregon, California, Wyoming, and Montana, used by the Company in connection with the operation and maintenance of the electric substations and switching stations hereinafter designated respectively:

C-405—Ponderosa Substation

In CROOK County, State of OREGON

Land additional to and adjoining the tract described in C-405 Item, described as follows:

C-405 Item 2: A parcel of land in the northeast quarter of the southeast quarter and the southeast quarter of the northeast quarter of Section 33, Township 15 South, Range 15 East, Willamette Meridian, said parcel being a portion of the Ponderosa Substation Site as described in that certain instrument recorded August 9, 1982, under MF No. 65793, deed records of Crook County, further described as follows:

Commencing at the most westerly southeast corner of the above-referenced deed description; thence north $16^{\circ} 27' 30''$ west, 271.30 feet along the most westerly east boundary of the substation site to the true point of beginning for this parcel; thence south $73^{\circ} 32' 30''$

west, 182.00 feet; thence north $16^{\circ} 27' 30''$ west, 620.00 feet; thence north $73^{\circ} 32' 30''$ east, 182.00 feet to a point in said east boundary; thence south $16^{\circ} 27' 30''$ east, 620.00 feet along said east boundary to the true point of beginning, subject to a perpetual easement over the west 80 feet thereof for a slope easement.

C-411—Arcata Substation

In DEL NORTE County, State of CALIFORNIA

C-411 Item: A tract of land in Section 26, Township 18 North, Range 1 West, Humboldt Meridian, described as follows:

Beginning at a point 927.60 feet south and 3925.97 feet east from the northwest corner of Section 26, and from which point the north end of the Smith River Base Line as shown in Book 3 of Maps, page 77, Del Norte County records, bears north $78^{\circ} 08' 13''$ west a distance of 1311.32 feet; and running thence north $62^{\circ} 53' 56''$ west 75.00 feet to a point; thence south $27^{\circ} 06' 04''$ west 75.00 feet to a point; thence south $62^{\circ} 53' 56''$ east, 75.00 feet to a point; and thence north $27^{\circ} 06' 04''$ east, 75.00 feet to the point of beginning; together with a nonexclusive right-of-way for road and utility purposes 30.00 feet in width, lying 15.00 feet on each side of the following described centerline:

Beginning at a point being north $62^{\circ} 53' 56''$ west 16.50 feet from the point of beginning as above described, and running thence along a 40.00 foot radius curve to the left, the long chord of which bears north $44^{\circ} 47' 45''$ west a distance of 76.04 feet, through a central angle of $143^{\circ} 47' 37''$ for an arc length of 100.39 feet; thence south $63^{\circ} 18' 27''$ west 219.17 feet, more or less, to the center of the 30 foot wide access opening on the east line of State Highway 101, the point of ending of this right-of-way centerline description.

C-412—Hudson Substation

In FREMONT County, State of WYOMING

C-412 Item: The easterly thirty feet of Lot 8 in Block 6 of the Original Town of Hudson.

C-413—Big Mountain Substation

In FLATHEAD County, State of MONTANA

C-413 Item: A tract of land in Section 14, Township 31 North, Range 22 West, Montana Principal Meridian, described as follows:

Beginning at the northwest corner of the north half of the southeast quarter of the northeast quarter of Section 14; thence north $89^{\circ} 56' 45''$ east along the northerly boundary of the north half of the southeast quarter of the northeast quarter a distance of 522.22 feet to the westerly right-of-way of a 100 foot deeded County road; thence southerly and westerly along the right-of-way of the aforementioned County road the following courses, south $07^{\circ} 48' 45''$ east a distance of 233.03 feet to the beginning of a 127.18 foot radius curve to the right; thence southwesterly along the curve through a central angle of $72^{\circ} 54' 26''$ a distance of 161.83 feet to the beginning of a 223.32 foot radius curve concave northerly (radial bearing north $24^{\circ} 54' 19''$ west); thence westerly along the curve through a central angle of $38^{\circ} 52' 10''$ a distance of 151.50 feet to the beginning of a 739.27 foot radius curve concave northerly (radial bearing north $13^{\circ} 57' 51''$ east); thence northwesterly along the curve through a central angle of $09^{\circ} 22' 45''$ a distance of 121.02 feet; thence north $66^{\circ} 39' 24''$ west a distance of 168.24 feet to the beginning of a 141.70 foot radius curve to the left; thence westerly along the curve through a central angle of $26^{\circ} 08' 07''$ a distance of 65.46 feet to the westerly boundary of the north half of the southeast quarter of the northeast quarter; thence north $00^{\circ} 08' 35''$ east and along the westerly boundary and leaving the right-of-way of the aforementioned County road a distance of 260.47 feet to the Point of Beginning.

H—OFFICE BUILDING

The following office of the Company in the state of Wyoming, including the following described real property:

H-39—Big Horn Central Office

In WASHAKIE County, State of WYOMING

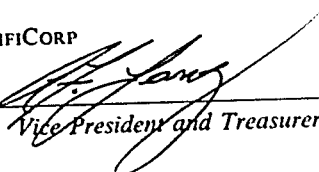
H-39 Item: The West 30 feet of Lot 3, and all of Lots 4, 5 and 6, in the Heron Addition to the City of Worland.

IN WITNESS WHEREOF, PacifiCorp has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Senior Vice Presidents or Vice Presidents, and its corporate seal to be attested 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 Trust Officers, and its corporate seal to be attested by one of its Assistant Secretaries, and R. E. SPARROW has hereunto set his hand and affixed his seal, all as of the day and year first above written.

[SEAL]

PACIFICORP

By


Vice President and Treasurer

Attest:


Corporate Secretary

[SEAL.]

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

By


Vice President

Attest:


Assistant Secretary
R. E. SPARROW (L.S.)

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STATE OF OREGON
COUNTY OF MULTNOMAH

} ss.:

On this 17th day of July, 1987, before me, Lenore M. Thomas, a Notary Public in and for the State of Oregon, personally appeared R. F. LANZ and SALLY A. NOFZIGER, known to me to be a Vice President and Treasurer and the Corporate Secretary, respectively, of PacifiCorp, a Maine corporation, who did say that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and who acknowledged this instrument to be the free, voluntary 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.

Lenore M. Thomas

Notary Public, State of Oregon
Commission Expires January 26, 1988

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

On this 20th day of July, 1987, before me, Viola S. Cuneo, a Notary Public in and for the State of New York, personally appeared M. CULHANE and W.A. SPOONER, known to me to be a Vice President and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York trust company, who did say that the seal affixed to the foregoing instrument is the corporate seal of said company and who acknowledged this instrument to be the free, voluntary and properly authorized act and deed of said company.

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

[SEAL]

Viola S. Cuneo
Notary Public, State of New York
No. 4513111
Qualified in Kings County
Certificate filed in New York County
Commission Expires November 30, 1989

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

On this 20th day of July, 1987, before me, Viola S. Cuneo, a Notary Public in and for the State of New York, personally appeared R. E. SPARROW, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed this instrument as his free and voluntary act and deed.

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

[SEAL]

Viola S. Cuneo
Notary Public, State of New York
No. 4513111
Qualified in Kings County
Certificate filed in New York County
Commission Expires November 30, 1989

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Power & Light Company the 27th day
of July A.D., 19 87 at 2:30 o'clock P M., and duly recorded in Vol. M87
of Mortgages on Page 13394.

Evelyn Biehn, County Clerk
By Pam Smith