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RETURN TO:
PACIFIC POWER
ATTN: GLORIA MILLER
920 S.W. SIXTH AVENUE
PORTLAND, OR 97204

EXHIBIT E
MEMORANDUM OF AGREEMENT
AFFECTING REAL PROPERTY

DATED AS OF: November 24, 1992

BETWEEN: Merle West Medical Center
2865 Daggett St. Owner
Klamath Falls, OR 97601

AND: Pacific Power & Light Company
920 SW Sixth Avenue, 440 PFFC
Portland, Oregon 97204 PP&L

Owner is the owner of that certain real property in Klamath Falls, Klamath County, Oregon, commonly known as Merle West Medical Center Addition and as more particularly described on attached Exhibit F (the "Property"). PP&L is a duly authorized public utility that provides electrical service in the area in which the Property is located.

Owner and PP&L are parties to that certain Energy Services Contract dated November 24, 1992 (the "Agreement"), the terms and conditions of which are hereby incorporated by this reference and made part of this Memorandum of Agreement Affecting Real Property as if completely set forth herein, pursuant to which PP&L has agreed to provide conservation assistance as described in the Agreement for the purpose of improving the Property through weatherizing and making more energy efficient the structures, fixtures and facilities on the Property. The Agreement provides in part for Owner, Owner's successor or other persons occupying the Property to pay additional charges for conservation assistance provided or to be provided by PP&L to the Property, as authorized by Energy Services Tariff Schedule 120.

The sole purpose of this Memorandum of Agreement is to place on notice any person or persons who may intend to acquire the Property or any interest in the Property that Owner is a party to the Energy Services Contract, and that any person acquiring the Property or any interest in the Property, which intends to receive electrical service from PP&L at the Property, will become obligated to pay the charges when they become due under the Agreement. Neither the Agreement nor this Memorandum of Agreement shall create any lien of any type against the Property.

The Agreement also provides that PP&L may discontinue any and all such services, including the provision of electricity to the Property, if Owner, Owner's successor or other person occupying the Property ceases or fails to make such additional payments as scheduled.

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The provisions of the Agreement shall bind Owner and each successor owner of the Property or assignee of Owner's interest in the Energy Service Contract and shall bind and inure to the benefit of PP&L and its successors and assigns.

All persons acquiring or intending to acquire any interest in or to the Property during the effective period of this Memorandum should direct a written inquiry to PP&L at the following address:

Pacific Power & Light Company
920 SW Sixth Avenue, 440 PFFC
Portland, OR 97204
ATTN: Energy FinAnswer Manager

All such inquiries must include the name of the owner and street address of the Property and be signed by such owner authorizing release of such information to the person making the request.

Owner

PacifiCorp

By: Robert Howard

By: Diana E. Snowden

Title: V.P. out pt services

Title: Vice President

STATE OF OREGON)
County of Clatsop) ss.

This instrument was
acknowledged before me this
28th day of December, 1992,
by Robert E. Howard

STATE OF OREGON)
County of Multnomah) ss.

This instrument was
acknowledged before me this
6 day of JAN, 1993,
by Diana Snowden
of PacifiCorp, an Oregon
corporation.

Mazie F. Wolfe
(Notary Signature)

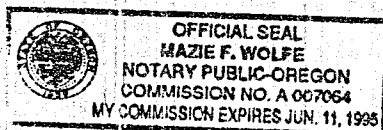
Yvonne K. Miller
(Notary Signature)

NOTARY PUBLIC FOR OREGON
My Commission Expires:

NOTARY PUBLIC FOR OREGON
My Commission Expires:

2/15/94

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LEGAL DESCRIPTION

Merle West Medical Center Addition
2865 Daggett Street
Klamath Falls, OR 97601

SE4NW4 East of Campus Dr, Section 20 Township 38, Range 9.
McLoughlin Heights POR Blocks 8 & 9
POR SW4NE4 Section 20 Township 38, Range 9.
McLoughlin Heights POR Blocks 7.

Klamath County, Oregon

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Power the 2nd day
of March A.D., 19 93 at 10:48 o'clock AM. and duly recorded in Vol. M93,
of Deeds on Page 4301.

FEE \$20.00

Evelyn Biehn County Clerk

By Pauline Mullins