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PACIFICORP
(An Oregon Corporation)

TO

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK**
(A New York Corporation)

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

Seventh Supplemental Indenture

Dated as of March 15, 1993

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

RETURN TO:

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

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SEVENTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the fifteenth day of March, 1993, made and entered into by and between PACIFICORP, a corporation of the State of Oregon, whose address is 700 NE Multnomah, Portland, Oregon 97232 (hereinafter sometimes called the "Company"), and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York corporation, whose address is 60 Wall Street, New York, New York 10260 (the "Trustee"), as Trustee under the Mortgage and Deed of Trust, dated as of January 9, 1989, as heretofore amended and supplemented (hereinafter called the "Mortgage"), is executed and delivered by PacificCorp to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called the "Seventh 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 Seventh Supplemental Indenture is to be recorded; and

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

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

WHEREAS, the Company executed, delivered, recorded and filed Supplemental Indentures as follows:

Dated as of

First	March 31, 1989
Second	December 29, 1989
Third	March 31, 1991
Fourth	December 31, 1991
Fifth	March 15, 1992
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:

	<u>Series</u>	<u>Due Date</u>	<u>Aggregate Principal Amount Issued</u>	<u>Aggregate Principal Amount Outstanding</u>
First	—10.45%	1/9/90	\$ 500,000	0
Second	—Medium-Term Notes, Series A	various	250,000,000	\$250,000,000
Third	—Medium-Term Notes, Series B	various	200,000,000	190,000,000
Fourth	—Medium-Term Notes, Series C	various	300,000,000	293,938,231
Fifth	—Medium-Term Notes, Series D	various	250,000,000	250,000,000
Sixth	—C-U	various	250,432,000	243,377,000
Seventh	—Medium-Term Notes, Series E	various	500,000,000	500,000,000;
and				

WHEREAS, Section 2.03 of the Mortgage provides that the form or forms, terms and conditions of and other matters not inconsistent with the provisions of the Mortgage, in connection with each series of bonds (other than the First Series) issued thereunder, shall be established in or pursuant to one or more Resolutions and/or shall be established in one or more indentures supplemental to the Mortgage, prior to the initial issuance of bonds of such series; and

WHEREAS, Section 22.04 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations, restrictions or provisions for the benefit of any one or more series of bonds issued thereunder and provide that a breach thereof shall be equivalent to a Default under the Mortgage, or the Company may cure any ambiguity contained therein, or in

any supplemental indenture, or may (in lieu of establishment in or pursuant to Resolution in accordance with Section 2.03 of the Mortgage) establish the forms, terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed by the Company; and

WHEREAS, the Company now desires to create two 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 Seventh Supplemental Indenture, and the terms of the bonds of the Eighth Series and the Ninth Series hereinafter referred to, have been duly authorized by the Board of Directors in or pursuant to appropriate Resolutions;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That PACIFICORP, an Oregon corporation, in consideration of the premises and of good and valuable consideration to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, and in order to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect and the performance of all provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the Lien of the Mortgage on certain after-acquired property, hereby mortgages, pledges and grants a security interest in (subject, however, to Excepted Encumbrances as defined in Section 1.06 of the Mortgage), unto Morgan Guaranty Trust Company of New York, as Trustee, and to its successor or successors in said trust, and to said Trustee and its successors and assigns forever, all properties of the Company real, personal and mixed acquired by the Company after the date of the Mortgage, subject to the provisions of Section 18.03 of the Mortgage, of any kind or nature (except any herein or in the Mortgage expressly excepted) now owned or, subject to the provisions of Section 18.03 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including the properties described in Articles V and VI hereof, and including (without limitation) all real es-

tate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same; all power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, waterways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity and other forms of energy (whether now known or hereafter developed) by steam, water, sunlight, chemical processes and/or (without limitation) all other sources of power (whether now known or hereafter developed); all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto; all telephone, radio, television and other communications, image and data transmission systems, air-conditioning systems and equipment incidental thereto, water wheels, water works, water systems, steam and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, turbines, electric, gas and other machines, prime movers, regulators, meters, transformers, generators (including, but not limited to, engine-driven generators and turbogenerator units), motors, electrical, gas and mechanical appliances, conduits, cables, water, steam, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, towers, overhead conductors and devices, underground conduits, underground conductors and devices, wires, cables, tools, implements, apparatus, storage battery equipment and all other fixtures and personalty; all municipal and other franchises, consents or permits; all lines for the transmission and distribution of electric current and other forms of energy, gas, steam, water or communications, images and data for any purpose including towers, poles, wires, cables, pipes, conduits, ducts and all apparatus for use in connection therewith and (except as herein or in the Mortgage expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described;

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion

and reversions, remainder and remainders and (subject to the provisions of Section 13.01 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 18.03 of the Mortgage, all the property, rights and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage expressly excepted, shall be and are as fully mortgaged and pledged hereby and as fully embraced within the Lien of the Mortgage as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and mortgaged hereby or thereby.

PROVIDED THAT the following are not and are not intended to be now or hereafter mortgaged or pledged hereunder, nor is a security interest therein hereby granted or intended to be granted, and the same are hereby expressly excepted from the Lien and operation of the Mortgage, namely: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business or for the purpose of repairing or replacing (in whole or part) any rolling stock, buses, motor coaches, automobiles or other vehicles or aircraft or boats, ships or other vessels, and any fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; rolling stock, buses, motor coaches, automobiles and other vehicles and all aircraft; boats, ships and other vessels; all crops (both growing and harvested), timber (both growing and harvested), minerals (both in place and severed), and mineral rights and royalties; (3) bills, notes and other instruments and accounts receivable, judgments, demands, general intangibles and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; (4) the last day of the term of any lease or leasehold which may be or become subject to the Lien of the Mortgage; (5) electric energy, gas,

water, steam, ice and other materials, forms of energy or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; (6) any natural gas wells or natural gas leases or natural gas transportation lines or other works or property used primarily and principally in the production of natural gas or its transportation, primarily for the purpose of sale to natural gas customers or to a natural gas distribution or pipeline company, up to the point of connection with any distribution system; (7) the Company's franchise to be a corporation; (8) any interest (as lessee, owner or otherwise) in the Wyodak Facility, including, without limitation, any equipment, parts, improvements, substitutions, replacements or other property relating thereto; (9) all properties that PacifiCorp, a Maine corporation, and/or Utah Power & Light Company, a Utah corporation, had contracted to dispose of and that had been released from the liens of the Pacific Mortgage and the Utah Mortgage, respectively, prior to January 9, 1989, but title to which properties had not passed to the grantee(s) thereof as of said date; and (10) any property heretofore released pursuant to any provision of the Mortgage and not heretofore disposed of by the Company; provided, however, that the property and rights expressly excepted from the Lien and operation of the Mortgage in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that the Trustee or a receiver for the Trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XV of the Mortgage by reason of the occurrence of a Default;

AND PROVIDED FURTHER, that as to any property of the Company that, pursuant to the after-acquired property provisions thereof, is now or hereafter becomes subject to the lien of a mortgage, deed of trust or similar indenture that is now or may in accordance with the Mortgage hereafter become designated as a Class "A" Mortgage, the Lien hereof shall at all times be junior and subordinate to the lien of such Class "A" Mortgage;

TO HAVE AND TO HOLD all such properties, real, personal and mixed, mortgaged and pledged, or in which a security interest has been granted by the Company as aforesaid, or intended so to be (subject, however, to Excepted Encumbrances as defined in Section 1.06 of the Mortgage), unto Morgan Guaranty Trust Company of New York, as Trustee, and its successors and assigns forever;

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, this Seventh 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

Eighth Series of Bonds

SECTION 1.01. There shall be a series of bonds designated "6¾% Series due April 1, 2005" (herein sometimes referred to as the Eighth Series), each of which shall also bear the descriptive title "First Mortgage and Collateral Trust Bond," and the form thereof, which shall be established by or pursuant to a Resolution, shall contain suitable provisions with respect to the matters hereinafter in this Section specified.

(I) Bonds of the Eighth Series shall mature on April 1, 2005 and shall be issued as fully registered bonds in the denomination of any multiple or multiples of Two Thousand Dollars.

The Company reserves the right to establish, at any time, by or pursuant to a Resolution filed with the Trustee, a form of coupon bond, and of appurtenant coupons, for the Eighth Series and to provide for exchangeability of such coupon bonds with the bonds of the Eighth Se-

ries issued hereunder in fully registered form and to make all appropriate provisions for such purpose.

(II) Bonds of the Eighth Series shall bear interest at the rate of six and three-quarters per centum ($6\frac{3}{4}\%$) per annum, payable semi-annually on April 1 and October 1 of each year. Bonds of the Eighth Series shall be dated and shall accrue interest as in Section 2.06 of the Mortgage provided.

Interest payable on any bond of the Eighth 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 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 Eighth Series shall be the March 15 next preceding an April 1 interest payment date and the September 15 next preceding an October 1 interest payment date.

Any interest on any bond of the Eighth 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 Eighth 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 Eighth 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 arrange-

ments 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 Eighth Series at his address as it appears in the bond register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the bonds of the Eighth 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 Eighth 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 Eighth Series delivered under the Mortgage upon transfer of or in exchange for or in lieu of any other bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other bond and each such bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(III) The principal of and interest on each bond of the Eighth 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.

(IV) Bonds of the Eighth Series shall not be redeemable prior to maturity.

(V) Each bond of the Eighth Series may have such other terms as are not inconsistent with Section 2.03 of the Mortgage and as may be determined by or in accordance with a Resolution filed with the Trustee.

(VI) At the option of the registered owner, any bonds of the Eighth Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

(VII) Bonds of the Eighth Series shall be transferable, upon the surrender thereof for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Eighth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 2.08 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Eighth Series.

(VIII) After the execution and delivery of this Seventh Supplemental Indenture and upon compliance with the applicable provisions of the Mortgage and this Seventh Supplemental Indenture, it is contemplated that there shall be an issue of bonds of the Eighth Series in an aggregate principal amount not to exceed One Hundred Fifty Million Dollars (\$150,000,000). Bonds of the Eighth Series shall be issued pro rata on the basis of Class "A" Bonds of the Fifty-fourth Series, designated "Fifty-fourth Series due April 1, 2005," issued under each of the Utah Mortgage and the Pacific Mortgage and delivered to the Trustee. The claim of the registered owner of any such Class "A" Bond shall be limited to the principal amount of the bonds of the Eighth Series issued and Outstanding on the basis of such Class "A" Bond.

(IX) Upon receipt by the Trustee from time to time of a written request or requests (stating that the Trustee holds an aggregate principal amount of Class "A" Bonds of the Fifty-fourth Series, designated "Fifty-fourth Series due April 1, 2005," issued under the Utah Mortgage and the Pacific Mortgage which exceeds the principal amount of bonds of the Eighth Series then Outstanding and stating the amount of such excess and the principal amount of any such Class "A" Bonds to be cancelled) executed by an Authorized Executive Officer of the Company, the Trustee shall return to the corporate trustee under the Utah Mortgage or corporate trustee under the Pacific Mortgage, as the case may be, for cancellation, a principal amount of Class "A" Bonds issued in the name of and held by the Trustee with respect to bonds of the Eighth Series not to exceed the excess of the principal amount of such Class "A" Bonds then so held over the principal amount of bonds of the Eighth Series then Outstanding. Upon cancellation of any such principal amount of Class "A" Bonds, the Trustee shall receive from the corporate trustee under the Utah Mortgage or corporate trustee under the Pacific Mortgage, as the case may be, a Class "A" Bond in the principal amount not so cancelled.

(X) The Trustee shall, within 30 days after any due date for the payment of interest or principal on bonds of the Eighth Series, with respect to which due date full payment has not been made, notify in writing (signed by the President, a Vice President, an Assistant Vice President or a Trust Officer) the trustees under each of the Utah Mortgage and Pacific Mortgage that interest or principal due and payable on such bonds has not been fully paid and the amount of funds required to make such payment. If after such notice is given the Company cures the nonpayment within the cure period permitted in the Mortgage, the Trustee shall, as soon as practicable, notify the corporate trustees under the Utah Mortgage and Pacific Mortgage of such cure.

ARTICLE II

Ninth Series of Bonds

SECTION 2.01. There shall be a series of bonds designated "Secured Medium-Term Notes, Series F" (herein sometimes referred to as the Ninth Series), each of which shall also bear the descriptive title "First Mortgage and Collateral Trust Bond," and the form thereof, which shall

be established by or pursuant to a Resolution, shall contain suitable provisions with respect to the matters hereinafter in this Section specified.

(I) Bonds of the Ninth Series shall mature on such date or dates not less than nine months nor more than 30 years from the date of issue as shall be set forth in or determined in accordance with a Resolution filed with the Trustee and shall be issued as fully registered bonds in the denomination of One Hundred Thousand Dollars and, at the option of the Company, in any multiple or multiples of Two Thousand Dollars in excess of One Hundred Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof).

The Company reserves the right to establish, at any time, by or pursuant to a Resolution filed with the Trustee, a form of coupon bond, and of appurtenant coupons, for the Ninth Series and to provide for exchangeability of such coupon bonds with the bonds of the Ninth Series issued hereunder in full registered form and to make all appropriate provisions for such purpose.

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

Interest payable on any bond of the Ninth Series and punctually paid or duly provided for on any interest payment date for such bond will be paid to the person in whose name the bond is registered at the close of business on the Record Date (as hereinafter specified) for such bond next preceding such interest payment date; provided, however, that the first payment of interest on any bond with an Issue Date (as hereinafter specified) between a Record Date and an interest payment date or on an interest payment date will be made on the interest payment date following the next succeeding Record Date to the registered owner on such next Record Date (unless the Company elects, in its sole discretion, to pay such interest on the first interest payment date after the Issue Date, in which case such interest will be paid to the person in whose

name the bond is originally issued); provided, further, that interest payable at maturity or upon earlier redemption will be payable to the person to whom principal shall be payable. The "Record Date" with respect to bonds of the Ninth Series of a designated interest rate and maturity shall be determined by or in accordance with a Resolution filed with the Trustee. "Issue Date" with respect to bonds of the Ninth 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 Ninth 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 Ninth 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 Ninth 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 Ninth Series at his address as it appears in the bond register not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest shall be paid to the persons in whose names the bonds of the Ninth 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 Ninth 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 Ninth Series delivered under the Mortgage upon transfer of or in exchange for or in lieu of any other bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other bond and each such bond shall bear interest from such date, that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

(III) The principal of and interest on each bond of the Ninth Series shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts or in such other currency or currency unit as shall be determined by or in accordance with a Resolution filed with the Trustee.

(IV) Each bond of the Ninth Series may be redeemable prior to maturity at the option of the Company, as determined by or in accor-

dance with a Resolution filed with the Trustee. The Company may redeem any of the bonds of the Ninth Series which are redeemable and remain outstanding either in whole or from time to time in part, upon not less than 30 nor more than 60 days' notice in accordance with Section 12.02 of the Mortgage.

(V) Each bond of the Ninth Series may be subject to the obligation of the Company to prepay or purchase such bond at the option of the holder thereof, as determined by or in accordance with a Resolution filed with the Trustee.

(VI) Each bond of the Ninth Series may have such other terms as are not inconsistent with Section 2.03 of the Mortgage and as may be determined by or in accordance with a Resolution filed with the Trustee.

(VII) At the option of the registered owner, any bonds of the Ninth Series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

(VIII) Bonds of the Ninth Series shall be transferable, subject to any restrictions thereon set forth in any such bond of the Ninth Series, upon the surrender thereof for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Ninth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental charge, as provided in Section 2.08 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Ninth Series.

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

the basis of Class "A" Bonds of the Fifty-fifth Series, designated "First Mortgage Bond Medium-Term Notes, Series F," issued under each of the Utah Mortgage and the Pacific Mortgage and delivered to the Trustee. The claim of the registered owner of any such Class "A" Bond shall be limited to the principal amount of the bonds of the Ninth Series issued and Outstanding on the basis of such Class "A" Bond.

(X) Upon receipt by the Trustee from time to time of a written request or requests (stating that the Trustee holds an aggregate principal amount of Class "A" Bonds of the Fifty-fifth Series, designated "First Mortgage Bond Medium-Term Notes, Series F," issued under the Utah Mortgage and the Pacific Mortgage which exceeds the principal amount of bonds of the Ninth Series then Outstanding and stating the amount of such excess and the principal amount of any such Class "A" Bonds to be cancelled) executed by an Authorized Executive Officer of the Company, the Trustee shall return to the corporate trustee under the Utah Mortgage or corporate trustee under the Pacific Mortgage, as the case may be, for cancellation, a principal amount of Class "A" Bonds issued in the name of and held by the Trustee with respect to bonds of the Ninth Series not to exceed the excess of the principal amount of such Class "A" Bonds then so held over the principal amount of bonds of the Ninth Series then Outstanding. Upon cancellation of any such principal amount of Class "A" Bonds, the Trustee shall receive from the corporate trustee under the Utah Mortgage or corporate trustee under the Pacific Mortgage, as the case may be, a Class "A" Bond in the principal amount not so cancelled.

(XI) The Trustee shall, within 30 days after any due date for the payment of interest or principal on bonds of the Ninth Series, with respect to which due date full payment has not been made, notify in writing (signed by the President, a Vice President, an Assistant Vice President or a Trust Officer) the corporate trustees under each of the Utah Mortgage and Pacific Mortgage that interest or principal due and payable on such bonds has not been fully paid and the amount of funds required to make such payment. If after such notice is given the Company cures the nonpayment within the cure period permitted in the Mortgage, the Trustee shall, as soon as practicable, notify the corporate trustees under the Utah Mortgage and Pacific Mortgage of such cure.

ARTICLE 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 the Ninth Series, or any subsequent 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 Eighth Series or the Ninth 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 Seventh 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 Seventh 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 Seventh 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 Seventh Supplemental Indenture.

SECTION 4.04. Whenever in this Seventh Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVIII and XIX of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Seventh 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 Seventh 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 Seventh Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Seventh 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 Seventh 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
(Added to Pacific Power System)**

The following described properties of the Company, owned as of the date hereof, and used (or held for future development and use) in connection with the Pacific Power Division of 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 12: A tract of land in Section 36, Township 15 North, Range 16 East, Willamette Meridian, described as follows:

That part of the Southeast Quarter of the Northwest Quarter of said Section 36, lying south of Wapatox Canal (said canal being 75 feet wide and conveyed by Deed recorded in Volume 36 of Deeds, page 341) and north of northerly right of way of State Highway No. 5; EXCEPT that part lying west of a line measured 550 feet east of Wapatox Canal headgate and parallel to the west line of said subdivision, as shown on record of survey in Book 52 of surveys, Page 84, Records of Yakima County; AND EXCEPT that part lying easterly of the following described line: Commencing at the southeast corner of the Northwest Quarter of said Section 36; thence north 0° 15' 00" east, reference bearing along the east line of said subdivision, 702.54 feet; thence north 89° 45' 00" west, 479.74 feet; thence north 11° 37' 52" east, to the southerly right of way line of the Wapatox Canal and the point of beginning of said dividing line; thence south 11° 37' 52" west to the northerly right of way line of State Highway No. 5 and terminus of said dividing line.

C—ELECTRIC SUBSTATIONS AND SWITCHING STATIONS

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

C-418—Ruch Substation

Lands in JACKSON County, State of OREGON

C-418 Item: A tract of land in Section 27, Township 38 South, Range 3 West, Willamette Meridian, described as follows:

BEGINNING at a point on the north line of the Medford-Provolt Highway, said point being south 0° 37' 20" west 2650.15 feet (record South 0° 21' west 2652.50 feet) and north 89° 37' 20" west 1242.42 feet (record north 89° 35' west) from the northeast corner of Donation Land Claim No. 38 in said Township and Range; thence north 89° 37' 20" west (record north 89° 35' west), along said Highway line, 180.60 feet to the southeast corner of tract described in Volume 360 Page 452 of the Deed Records of Jackson County; thence north 0° 21' east (record north 0° 25' east), along the east line of said tract, and its extension thereof, 435.60 feet; thence south 89° 37' 20" east 180.60 feet to the west line of tract described in Deed recorded as Instrument No. 66-01907 of the Official Records, said County and State; thence south 0° 20' 50" west (record south 0° 21' west), along the west line of said tract, 435.60 feet to the point of beginning; EXCEPTING THEREFROM the east 20.0 feet as conveyed to Don E. Ruddick by Deed recorded April 13, 1972, as No. 72-04556 of the Official Records of Jackson County.

C-419—Clark Fork Substation

Lands in BONNER County, State of IDAHO

C-419 Item: A tract of land in Section 34, Township 56 North, Range 2 East, Boise Meridian, described as follows:

A portion of the Southwest Quarter of the Southeast Quarter in said Section 34, lying south and west of Highway 200 described as follows:

BEGINNING at the southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 34; thence west along the southerly line a distance of 300 feet; thence due north a distance of 300 feet; thence due east a distance of 200 feet; thence due north to a point on the southwesterly right of way line of Highway 200; thence southeasterly along the southwesterly right of way line of Highway 200 to the east line of said Southwest Quarter of the Southeast Quarter of Section 34; thence south along said east line to the point of beginning.

H—OFFICE BUILDINGS

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

H-43—Coos Bay Service Center

In COOS County, State of OREGON

H-43 Item: Lots 1 to 12, inclusive, and Lots 38 to 49, inclusive, Block 19, Railroad Addition to Marshfield, together with the vacated portion of the alley adjoining which inured to said premises.

H-44—Crescent City District Office

In DEL NORTE County, State of CALIFORNIA

H-44 Item: That portion of Block 34 of the Roosevelt Subdivision according to the map thereof filed in the office of the County Recorder on April 26, 1929 in Book 2 of Maps, page 63, described as follows:

Lot 4 as shown on the parcel map filed in the Office of the County Recorder on December 8, 1977 in Book 3 of Parcel Maps, page 120.

H-45—Libby District Office

In LINCOLN County, State of MONTANA

H-45 Item: Lot 15, Block 14, Libby, according to the plat thereof on file in the office of the Clerk and Recorder.

J—MISCELLANEOUS REAL ESTATE

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

J-35—Lands in DOUGLAS County, State of OREGON:

J-35 Item: That portion of Lot 1, Block 5, Plat B, Sutherlin Land and Water Co., lying north of the Sutherlin-Coos Bay and Eastern Railroad Company right of way.

J-36—Lands in JACKSON County, State of OREGON:

J-36 Item: Commencing at a 2" iron pipe at the southwest corner of Section 20 in Township 36 South, Range 1 West of the Willamette Meridian; thence south $89^{\circ} 46' 20''$ east along the south line of said Section 20, a distance of 50.0 feet; thence north $0^{\circ} 18' 20''$ west, along the easterly right of way line of the County Road, 1864.80 feet to the true point of beginning; being the northwest corner of tract described in Volume 454, page 9 of the Deed Records of Jackson County; thence south $87^{\circ} 41'$ east, along the north line of said tract, 500.0 feet; thence south $20^{\circ} 47'$ west, parallel to the Crater Lake Highway as described in Volume 247, page 272, said Deed Records, a distance of 84.26 feet; thence north $87^{\circ} 41'$ west, 469 feet to the easterly right of way line of the County Road; thence north $0^{\circ} 18' 20''$ west, along said line 80.0 feet to the true point of beginning.

ARTICLE VI**Specific Description of Property**
(Added to Utah Power System)

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

PARAGRAPH TWO**Substations, Switchyards and Switchracks***U2S00027 Moroni Substation Expansion*

Sanpete County, Utah

PARCEL NO. 1

Lot 3, Block 4, Plat "A", Moroni City Survey, being a part of the Southwest one-quarter of the Southeast one-quarter (SW/4 SE/4) of Section 9, Township 15 South, Range 3 East, Salt Lake Base and Meridian.

PARCEL NO. 2

Beginning at a point 90 feet North and 275 feet East from the Southwest corner of Moroni Survey as platted in Plot "A"; thence running North 164 feet; thence East and parallel with the South line of said Lot 3, a distance of 35 feet; thence a straight line in a Southwesterly direction a distance of 180 feet to the POINT OF BEGINNING.

U2S00026 Jerusalem 138 kV Substation

Sanpete County, Utah

Beginning at a point on the South line of Section 33, Township 14 South, Range 3 East, Salt Lake Base and Meridian, said point being East 1095.08 feet from the Southwest corner of said Section 33; thence the following bearings and distances along the existing right of way fence of State Highway 132; thence North 18°31'18" West 303.97 feet; thence North 15°48'04" West 457.04 feet; thence North 07°16'35" West 336.23 feet; thence North 07°24'09" West 162.45 feet; thence North 07°01'53" West 98.12 feet; thence departing said right of way fence East 1960.28 feet;

thence South 1320 feet to a point on the South line of said Section 33; thence along said South line West 1663.74 feet to the point of beginning.

UI00044 Enoch Substation Expansion

Iron County, Utah

A parcel of land being in the NW/4 of the NE/4 of Section 18, Township 35 South, Range 10 West, Salt Lake Base and Meridian, described as beginning at a point that is South 60°23'04" East 822.3 feet from the north one-quarter corner of said Section 18; thence South 0°01'06" West 180 feet; thence North 89°58'54" West 180 feet; thence South 0°01'06" West 25 feet; thence South 89°58'54" East 300 feet; thence North 0°01'06" East 205 feet; thence North 89°58'54" West 120 feet to the point of beginning.

PARAGRAPH TEN

Miscellaneous Property

U3W00299 Ogden Division Offices

Weber County, Utah

Units Nos. 101 and 401 contained within the Ogden City Centre Condominium Project, as the same is identified in the Record of Survey Map thereof and in the Declaration of Condominium of the Ogden City Centre Condominium Project, as amended or supplemented; TOGETHER with the undivided ownership interest in said Project's Common Areas and Facilities that is appurtenant to said Units located in the following described real property:

Beginning at the Southwest Corner of Lot 5, Block 26, Plat "A", Ogden City Survey, Weber County, Utah; and running thence North 0°58'00" East along the West line of said Lot 5, 135.00 feet; thence South 89°02'00" East 132.196 feet to the West line of Canal Alley; thence South 0°58'00" West along said West line 135.00 feet to the South line of Block 26; thence North 89°02'00" West along said South line 132.196 feet to the point of beginning.

IN WITNESS WHEREOF, PACIFICORP has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by an Authorized Executive Officer of the Company, and its corporate seal to be attested to by its Secretary or one of its Assistant Secretaries for and in its behalf, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Assistant Vice Presidents, and its corporate seal to be attested to by one of its Assistant Secretaries, all as of the day and year first above written.

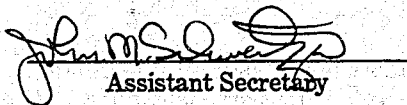
[SEAL]

PACIFICORP

By 

Vice President and Treasurer

Attest:


Assistant Secretary

[SEAL]

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK as TrusteeBy 

Vice President

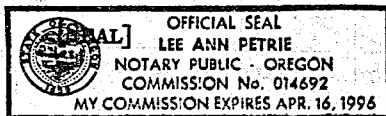
Attest:


Assistant Secretary

STATE OF OREGON }
COUNTY OF MULTNOMAH } ss.:

On this 22 day of April, 1993, before me, LEE ANN PETRIE, a Notary Public in and for the State of Oregon, personally appeared ROBERT F. LANZ and JOHN M. SCHWEITZER, known to me to be a Vice President and an Assistant Secretary, respectively, of PacifiCorp, an Oregon corporation, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said corporation and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said corporation.

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



Lee Ann Petrie

Lee Ann Petrie
My Commission expires: April 16, 1996
Residing at: Milwaukie, Oregon

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

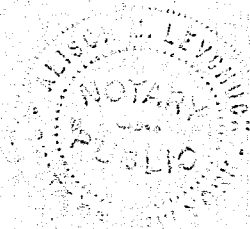
On this 24th day of March, 1993, before me, ALISON M. LEVCHUCK, a Notary Public in and for the State of New York, personally appeared M. CULHANE and MARY ELLEN McNULTY, known to me to be a Vice President and an Assistant Secretary, respectively, of Morgan Guaranty Trust Company of New York, a New York corporation, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said corporation and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said corporation.

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

[SEAL]

Alison M. Levchuck

Alison M. Levchuck
Notary Public, State of New York
No. 4997425
Qualified in Nassau County
Commission expires: June 8, 1994



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 3rd day
of May A.D., 19 93 at 9:24 o'clock AM., and duly recorded in Vol. M93
of Mortgages on Page 9478

FEE \$140.00

Evelyn Biehn County Clerk

By Pauline M. Mendenhall