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CAROL DEAN PAGE, DAVIS CNTY RECORDER
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REC'D FOR PACIFIC POWER & LIGHT CO

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PACIFICORP, an Oregon Corporation

to

MORGAN GUARANTY TRUST COMPANY OF NEW YORK
(formerly Guaranty Trust Company of New York)
Which herein resigns as Corporate Trustee

and

THE CHASE MANHATTAN BANK (National Association)
Herein becoming successor Corporate Trustee to
Morgan Guaranty Trust Company of New York

and

W. A. SPOONER
(successor to Arthur E. Burke, *et al.*)
Who herein resigns as Co-Trustee

and

C. J. HEINZELMANN
Herein becoming successor Co-Trustee to W. A. Spooner
As Trustees under Utah Power &
Light Company's Mortgage and
Deed of Trust, Dated as of
December 1, 1943

Forty-Fifth Supplemental Indenture

Dated as of January 9, 1989

Supplemental to Utah Power & Light Company's
Mortgage and Deed of Trust
Dated as of December 1, 1943

This Instrument Grants a Security Interest by a
Transmitting Utility

This Instrument Contains After-Acquired Property Provisions

RETURN TO:
Property Management Dept.
Pacific Power & Light Co.
920 S.W Sixth Avenue
Portland, OR 97204

FORTY-FIFTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the ninth day of January, 1989 (hereinafter referred to as the "Forty-fifth Supplemental Indenture") is made as a supplement to that certain Mortgage and Deed of Trust, dated as of December 1, 1943, as heretofore amended and supplemented (hereinafter referred to as the "Mortgage"), executed and delivered by Utah Power & Light Company, a Maine corporation that subsequently merged into Utah Power & Light Company, a Utah corporation (hereinafter referred to respectively as the "Maine Company" and the "Utah Company"; and hereinafter referred to collectively as the "Original Mortgagor").

This Forty-fifth Supplemental Indenture is entered into by and between (a) PACIFICORP, a corporation of the State of Oregon whose address is 851 SW Sixth Avenue, Portland, Oregon 97204 (hereinafter referred to as the "Company"); (b) MORGAN GUARANTY TRUST COMPANY OF NEW YORK (formerly Guaranty Trust Company of New York), a New York trust company whose address is 30 West Broadway, New York, New York 10015, as Trustee under the Mortgage (hereinafter referred to as the "Resigning Corporate Trustee"); (c) THE CHASE MANHATTAN BANK (National Association), a national banking association duly organized and existing under the laws of the United States of America (hereinafter referred to as "Successor Corporate Trustee"), whose principal corporate trust office address is 1 New York Plaza, New York, New York 10081, attn: Corporate Trust Administration Division; (d) W. A. SPOONER (successor to Arthur E. Burke *et al.*), whose address is 30 West Broadway, New York, New York 10015, as Co-Trustee under the Mortgage (hereinafter referred to as the "Resigning Co-Trustee"); and (e) C. J. HEINZELMANN (hereinafter referred to as "Successor Co-Trustee"), whose address is c/o The Chase Manhattan Bank, 1 New York Plaza, New York, New York 10081; (the Successor Corporate Trustee and the Successor Co-Trustee being hereinafter collectively referred to as the "Successor Trustees"; and the Resigning Corporate Trustee and the Resigning Co-Trustee being hereinafter collectively referred to as the "Resigning Trustees").

WHEREAS, the Mortgage (including all indentures supplemental thereto) was recorded in the official records of the states of Colorado, Idaho, New Mexico, Utah and Wyoming and various counties within said states in which this Forty-fifth Supplemental Indenture is to be recorded, and was filed as a financing statement in accordance with the Uniform Commercial Codes of each of said states; and

WHEREAS, the Maine Company executed, delivered, recorded and filed the First Supplemental Indenture through Twenty-fifth Supplemental Indenture to the Mortgage, inclusively, and the Utah Company executed, delivered, recorded and filed subsequent Supplemental Indentures, all as follows:

| | <u>Dated as of</u> | | <u>Dated as of</u> |
|---------------|--------------------|----------------|--------------------|
| First | January 1, 1945 | Twenty-third | November 1, 1975 |
| Second | May 1, 1946 | Twenty-fourth | February 1, 1976 |
| Third | April 1, 1948 | Twenty-fifth | April 1, 1976 |
| Fourth | May 1, 1949 | Twenty-sixth | August 31, 1976 |
| Fifth | October 1, 1949 | Twenty-seventh | September 1, 1976 |
| Sixth | October 1, 1950 | Twenty-eighth | November 1, 1976 |
| Seventh | October 1, 1951 | Twenty-ninth | March 1, 1977 |
| Eighth | October 1, 1952 | Thirtieth | September 1, 1977 |
| Ninth | May 1, 1954 | Thirty-first | April 1, 1978 |
| Tenth | September 1, 1955 | Thirty-second | May 1, 1978 |
| Eleventh | October 1, 1957 | Thirty-third | April 1, 1979 |
| Twelfth | September 1, 1960 | Thirty-fourth | September 1, 1979 |
| Thirteenth | June 1, 1962 | Thirty-fifth | March 1, 1980 |
| Fourteenth | April 1, 1963 | Thirty-sixth | April 1, 1981 |
| Fifteenth | August 1, 1964 | Thirty-seventh | December 1, 1981 |
| Sixteenth | March 1, 1968 | Thirty-eighth | July 1, 1982 |
| Seventeenth | December 1, 1969 | Thirty-ninth | December 1, 1982 |
| Eighteenth | April 1, 1970 | Fortieth | September 1, ' 84 |
| Nineteenth | March 1, 1971 | Forty-first | October 1, 1986 |
| Twentieth | May 1, 1972 | Forty-second | December 1, 1986 |
| Twenty-first | February 1, 1974 | Forty-third | May 1, 1987 |
| Twenty-second | October 1, 1974 | Forty-fourth | June 1, 1987; |

and

WHEREAS, the Maine Company has heretofore issued, in accordance with the provisions of the Mortgage, bonds entitled and designated First Mortgage Bonds, of the First Series through the Twenty-ninth Series, inclusive, and the Utah Company has heretofore issued the subsequent Series, all 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—3¾% | 1968 | \$42,000,000 | \$ 0 |
| 2. | Second—2¾% | 1976 | 32,000,000 | 0 |

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| <u>Series</u> | <u>Due Date</u> | <u>Aggregate Principal Amount Issued</u> | <u>Aggregate Principal Amount Outstanding</u> |
|---------------------------------------|-----------------|--|---|
| 3. Third—3⅛% | 1978 | \$ 3,000,000 | \$ 0 |
| 4. Fourth—3% | 1979 | 3,000,000 | 0 |
| 5. Fifth—2⅞% | 10/1/1979 | 3,000,000 | 0 |
| 6. Sixth—2⅞% | 1980 | 8,000,000 | 0 |
| 7. Seventh—3⅝% | 1981 | 9,000,000 | 0 |
| 8. Eighth—3½% | 1982 | 10,000,000 | 0 |
| 9. Ninth—3¼% | 1984 | 15,000,000 | 0 |
| 10. Tenth—3⅝% | 1985 | 15,000,000 | 0 |
| 11. Eleventh—5¼% | 1987 | 15,000,000 | 0 |
| 12. Twelfth—4⅞% | 1990 | 16,000,000 | 16,000,000 |
| 13. Thirteenth—4½% | 1992 | 22,000,000 | 22,000,000 |
| 14. Fourteenth—4½% | 1993 | 15,000,000 | 15,000,000 |
| 15. Fifteenth—4⅝% | 1994 | 15,000,000 | 15,000,000 |
| 16. Sixteenth—7% | 1998 | 20,000,000 | 20,000,000 |
| 17. Seventeenth—9¼% | 2000 | 30,000,000 | 30,000,000 |
| 18. Eighteenth—6¼% | 1976 | 35,000,000 | 0 |
| 19. Nineteenth—7½% | 2002 | 25,000,000 | 25,000,000 |
| 20. Twentieth—6⅞% First Series | 2004 | 14,000,000 | 14,000,000 |
| 21. Twenty-first—6⅞% Second Series | 2004 | 11,000,000 | 11,000,000 |
| 22. Twenty-second—6⅞% Third Series | 2004 | 16,000,000 | 16,000,000 |
| 23. Twenty-third—10¼% | 1983 | 40,000,000 | 0 |
| 24. Twenty-fourth—10¼% | 2005 | 60,000,000 | 60,000,000 |
| 25. Twenty-fifth—9% | 2006 | 35,000,000 | 35,000,000 |
| 26. Twenty-sixth—8¾% | 4/1/2006 | 32,000,000 | 32,000,000 |
| 27. Twenty-seventh—8⅜% | 9/1/2006 | 40,000,000 | 40,000,000 |
| 28. Twenty-eighth—6⅜% | 11/1/2006 | 50,000,000 | 50,000,000 |
| 29. Twenty-ninth—8½% | 3/1/2007 | 55,000,000 | 55,000,000 |
| 30. Thirtieth—8¼% | 9/1/2007 | 50,000,000 | 50,000,000 |
| 31. Thirty-first—5.90% | 4/1/2008 | 42,000,000 | 42,000,000 |
| 32. Thirty-second—9⅛% | 5/1/2008 | 50,000,000 | 50,000,000 |
| 33. Thirty-third—10⅛% | 4/1/2009 | 35,000,000 | 35,000,000 |
| 34. Thirty-fourth—10¼% | 9/1/2009 | 65,000,000 | 65,000,000 |
| 35. Thirty-fifth—14¾% | 3/1/2010 | 60,000,000 | 0 |
| 36. Thirty-sixth—11⅞% First Series | 4/1/2011 | 45,000,000 | 45,000,000 |

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| <u>Series</u> | <u>Due Date</u> | <u>Aggregate Principal Amount Issued</u> | <u>Aggregate Principal Amount Outstanding</u> |
|--|-----------------|--|---|
| 37. Thirty-seventh—11 $\frac{1}{8}$ % Second Series | 4/1/2011 | \$45,000,000 | \$45,000,000 |
| 38. Thirty-eighth—16 $\frac{3}{8}$ % | 12/1/2011 | 90,000,000 | 0 |
| 39. Thirty-ninth—13 $\frac{1}{2}$ % | 7/1/2012 | 46,500,000 | 0 |
| 40. Fortieth—13% | 12/1/2012 | 90,000,000 | 8,739,000 |
| 41. Forty-first—10.70% | 9/1/2014 | 16,750,000 | 16,750,000 |
| 42. Forty-second—9 $\frac{3}{8}$ % | 10/1/2016 | 170,000,000 | 170,000,000 |
| 43. Forty-third—8 $\frac{3}{4}$ % | 12/1/2016 | 92,000,000 | 92,000,000 |
| 44. Forty-fourth—9 $\frac{7}{8}$ % | 5/1/2017 | 95,000,000 | 95,000,000 |
| 45. Forty-fifth—8 $\frac{1}{4}$ % First Series | 6/1/2017 | 46,500,000 | 46,500,000 |
| 46. Forty-sixth—8 $\frac{5}{8}$ % Second Series | 6/1/2017 | 16,400,000 | 16,400,000 |
| 47. Forty-seventh—8 $\frac{5}{8}$ % Third Series | 6/1/2017 | 8,300,000 | 8,300,000 |

and

WHEREAS, the Utah Company entered into a Reorganization Agreement and Plan of Merger dated August 12, 1 as amended, pursuant to which, among other things, the Utah Company was merged into the Company as of the date hereof upon such terms as fully to preserve and in no respect to impair the Lien or security of the Mortgage or any of the rights or powers of the Trustees or the bondholders thereunder; and

WHEREAS, Article XVII of the Mortgage provides that, upon such merger, the Company as the surviving corporation shall execute with the Trustees under the Mortgage and cause to be recorded an indenture whereby such successor or surviving corporation shall assume and agree to pay, duly and punctually, the principal of and interest on the bonds issued under the Mortgage, in accordance with the provisions of said bonds and coupons and the Mortgage, and shall agree to perform and fulfill all the covenants and conditions of the Mortgage to be kept or performed by the Original Mortgagor; and

WHEREAS, Section 130 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 or restrictions 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 establish the terms and provisions of any series of bonds other than the 1968 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 shall be situated; and the Trustees are further authorized by said Section 130 to join with the Company in the execution of any such instrument or instruments, and such instrument, executed and acknowledged as aforesaid, shall be delivered to the Trustees and thereupon any modification of the provisions of the Mortgage therein set forth, authorized by said Section 130, shall be binding upon the parties to the Mortgage, their successors and assigns, and the holders of the bonds and coupons thereby secured; provided, however, anything therein contained to the contrary notwithstanding, said Section 130 shall not be construed to permit any act, waiver, surrender or restriction adversely affecting any bonds then Outstanding under the Mortgage; and

WHEREAS, in Section 42 of the Mortgage, the Original Mortgagor 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 to transfer to any new trustee or trustees or co-trustee or co-trustees, the estates, powers, instruments or funds held in trust thereunder; and

WHEREAS, the execution and delivery by the Company of this Forty-fifth Supplemental Indenture has been duly authorized by the Board of Directors of the Company by appropriate Resolutions;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

ARTICLE I

Regarding the Resignation of the Resigning Trustees and Appointment of Successor Trustees

SECTION 1. W. A. Spooner hereby gives written notice to the Company that he hereby resigns as Co-Trustee under the Mortgage, such resignation to take effect as of the date hereof.

SECTION 1.02. Pursuant to Section 112 of the Mortgage, and by order of its Board of Directors, the Company hereby appoints C. J. Heinzelmann, a citizen of the United States of America, as Successor Co-Trustee under the Mortgage, effective as of the date hereof. By signing this instrument C. J. Heinzelmann hereby acknowledges acceptance of his appointment by the Company as Successor Co-Trustee under the Mortgage.

SECTION 1.03. Morgan Guaranty Trust Company of New York hereby gives written notice to the Company that it hereby resigns as Corporate Trustee under the Mortgage, such resignation to take effect as of the date hereof.

SECTION 1.04. Pursuant to Section 112 of the Mortgage, and by order of its Board of Directors, the Company hereby appoints The Chase Manhattan Bank (National Association) as Successor Corporate Trustee under the Mortgage, effective as of the date hereof. By execution hereof The Chase Manhattan Bank (National Association) hereby acknowledges its acceptance of its appointment by the Company as Successor Corporate Trustee under the Mortgage.

SECTION 1.05. The Resigning Trustees hereby convey, assign and transfer to the Successor Trustees, and their successors and assigns, upon the trusts expressed in the Mortgage (as amended hereby), all rights, powers and trusts of the Resigning Trustees under and pursuant to the Mortgage and all property and money held by the Resigning Trustees under the Mortgage, except any such money required to be retained by the Resigning Corporate Trustee to fulfill its obligations as paying agent under the Mortgage. The Resigning Trustees agree, upon request of the Successor Trustees, to execute, acknowledge and deliver

such further instruments of conveyance and further assurances and to do such other things as may reasonably be required for more fully and certainly vesting in and confirming to the Successor Trustees such rights and powers.

ARTICLE II

Covenants Relating to the Merger and Compliance with Article XVII of the Mortgage

SECTION 2.01. The Company hereby assumes the due and punctual payment of the principal and interest of all Outstanding bonds issued under the Mortgage according to their tenor, and the due and punctual performance and observance of all the covenants and conditions of the Mortgage to be kept or performed by the Original Mortgagor. The Company further assumes and agrees to pay, duly and punctually, the principal of and interest on all Outstanding bonds issued under the Mortgage in accordance with the provisions of said bonds and coupons and the Mortgage, and agrees to perform and fulfill all the covenants and conditions of the Mortgage to be kept or performed by the Original Mortgagor.

SECTION 2.02. It is hereby declared that, in accordance with the provisions of Section 97 of the Mortgage, the Mortgage (as further modified by this Forty-fifth Supplemental Indenture) shall not become or be a lien upon any of the properties or franchises of the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) except (a) those acquired by the Company from the Utah Company, and improvements, extensions and additions thereto and renewals and replacements thereof, (b) any property hereafter made and used by the Company as the basis under any of the provisions of the Mortgage for the authentication and delivery of additional bonds or the withdrawal of cash or the release of property or a credit under Section 39 (as amended) of the Mortgage, and (c) such franchises, repairs and additional property as may be acquired, made or constructed by the Company (i) to maintain, renew and preserve the franchises covered by the Mortgage, or (ii) to maintain the property mortgaged and intended to be mortgaged under the Mortgage as an operating system or systems in good repair, working order and condition, or (iii) in pursuance of some covenant or agreement of the Mortgage to be kept or performed by the Original Mortgagor.

ARTICLE III
Granting Clauses

SECTION 3.01. The Company, in consideration of the premises and of One Dollar (\$1) to it duly paid by the Successor Trustees at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, and in further evidence of assurance of the estate, title and rights of the Trustees under the Mortgage 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 the aforesaid Successor Trustees as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Successor Trustees and their successors and assigns forever, all property, real, personal and mixed (a) acquired by the Company from the Original Mortgagor by virtue of the merger described herein, of the kind or nature specifically mentioned in Paragraphs One through Twelve, inclusive, of the Mortgage or of any other kind or nature (except any herein or in the Mortgage expressly excepted), and (b) subject to the provisions of Section 97 of the Mortgage and subject to Section 2.02 of this Forty-fifth Supplemental Indenture, 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 VI 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 and television systems, airconditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, street and interurban railway systems, 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, mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture, chattels and choses in action; all municipal and other 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 real estate or the occupancy of the same and (except as herein or in the Mortgage expressly excepted) all right, title and interest of the Company in and to all other property of like kind and character as herein described or of any other kind or character appertaining to and/or used and/or occupied and/or enjoyed in connection with any property herein or in the Mortgage described;

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 subject to the Lien of the Mortgage 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 XII thereof;

TOGETHER WITH all and singular the tenements, hereditaments 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 67 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 (subject to the provisions of Section 97 of the Mortgage and the provisions of Section 2.02 of this Forty-fifth Supplemental Indenture) 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 97 of the Mortgage and the provisions of Section 2.02 of this Forty-fifth Supplemental Indenture, 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 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, materials or supplies held for the purpose of sale or other disposition in the usual course of business and fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; electric trolley coaches, rolling stock, buses, motor coaches, automobiles and other vehicles; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage or covenanted so to be; the last day of the term of any lease or leasehold which may be or become subject to the Lien of the Mortgage; (4) electric energy, gas and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) 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 XIV of the Mortgage by reason of the occurrence of a Default as defined in Section 75 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 the Successor Trustees 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, this Forty-fifth 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 Trustees under the Mortgage and the beneficiaries of the trust with respect to said property, and to the Trustees under the Mortgage 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.

ARTICLE IV

Amendment of Section 75 of the Mortgage

SECTION 4.01. Subdivision (f) of Section 75 of the Mortgage is hereby amended to read as follows:

"(f)(i) The filing by the Company of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors; the consenting by the Company to the appointment of a receiver or trustee of all or any part of its property; the filing by the Company of a petition or answer seeking reorganization or arrangement under the Federal Bankruptcy Laws, or any other applicable law or statute of the United States of America, or of any State thereof; or the filing by the Company of a petition to take advantage of any insolvency act;

"(ii) the existence of any Default, as defined under the Mortgage and Deed of Trust, dated as of January 9, 1989, between PacifiCorp and Morgan Guaranty Trust Company of New York, as trustee, as heretofore or hereafter supplemented (hereinafter called the PacifiCorp Mortgage), which Default then permits the declaration of the

principal of all the bonds secured by the PacifiCorp Mortgage and the interest accrued thereupon to be due and payable; or the existence of any Default, as defined under the Mortgage and Deed of Trust, dated as of July 1, 1947, between Pacific Power & Light Company and Guaranty Trust Company of New York and Oliver R. Brooks, as trustees, as heretofore or hereafter supplemented (hereinafter called the Pacific Mortgage), which Default then permits the declaration of the principal of all the bonds secured by the Pacific Mortgage and the interest accrued thereupon to be due and payable; provided that if any such Default shall be remedied or cured by the Company or waived by the holders of such respective indebtedness, then the Default hereunder by reason thereof shall be deemed likewise to have been thereupon remedied, cured or waived without further action upon the part of either the Trustees or any of the holders; and provided further, that, subject to the provisions of Sections 98 and 99 of the Indenture, the Trustees shall not be charged with knowledge of any such Default unless written notice thereof shall have been given to the Corporate Trustee (at its principal corporate trust office) by the Company, by a holder or any agent of the holder of any such respective indebtedness, by a trustee then acting under the PacifiCorp Mortgage or the Pacific Mortgage, respectively, or by the holders of not less than twenty-five per centum (25%) in aggregate principal amount of all the bonds then Outstanding hereunder; and"

ARTICLE V

Miscellaneous Provisions

SECTION 5.01. Subject to any amendments provided for in this Forty-fifth Supplemental Indenture, the terms defined in the Mortgage shall, for all purposes of this Forty-fifth Supplemental Indenture, have the meanings specified in the Mortgage.

SECTION 5.02. The Successor Trustees hereby accept the trusts declared, provided, created or supplemented in the Mortgage and herein, and agree to perform the same upon the terms and conditions set forth herein and in the Mortgage, and upon the following terms and conditions:

Neither the Resigning Trustees nor the Successor Trustees shall be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Forty-fifth Supplemental Indenture or for or in

respect of the recitals contained herein, all of which recitals are made by the Company solely. In general, each and every term and condition contained in Article XVIII of the Mortgage shall apply to and form part of this Forty-fifth 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-fifth Supplemental Indenture.

SECTION 5.03. Whenever in this Forty-fifth Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVII and XVIII of the Mortgage, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Forty-fifth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees under the Mortgage, or any 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 5.04. As provided in Section 112 of the Mortgage, any Resigning Trustee (and any successor trustee upon any resignation of such successor trustee) shall retain the lien afforded to him, her or it by Section 106 of the Mortgage upon the trust estate, including all property or funds held and collected by them or any of them as Trustees to secure any amounts due to them or any of them as compensation, reimbursement, expenses and indemnity, and shall retain the rights afforded to them or any of them by said Section 106 of the Mortgage.

SECTION 5.05. Section 4 in Article III of the Twenty-third Supplemental Indenture is hereby amended to read as follows: "The Corporate Trustee may, from time to time, appoint an authenticating agent or agents to act on its behalf and subject to its direction in connection with the authentication of bonds of any series as fully to all intents and purposes as though such authenticating agent had been expressly authorized in the Mortgage to authenticate bonds; and such bonds so authenticated shall be entitled to the benefits of the Mortgage and shall be valid and obligatory for all purposes as though authenticated by the Corporate Trustee hereunder. For all purposes the authentication of bonds by an authenticating agent pursuant to the Mortgage shall be deemed to be the authentication of such bonds "by the Corporate Trustee" and whenever the Mortgage provides that "the Corporate Trustee shall authenticate" bonds such authentication by an authenticating agent hereunder shall be deemed to be authentication by the Corporate Trustee.

"Any such authenticating agent shall be a bank or trust company and a corporation organized and doing business under the laws of the United States or of any State or Territory or of the District of Columbia, with a combined capital and surplus of at least Five Million Dollars (\$5,000,000), and be authorized under such laws to act as an authenticating agent and duly registered to act as such, if and to the extent required by applicable laws and regulations, and be subject to supervision or examination by Federal, State, Territorial, or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes hereof the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an authenticating agent hereunder shall cease to be eligible in accordance with the provisions hereof or to be duly registered to the extent required by applicable laws and regulations, it shall resign immediately in the manner and with the effect herein specified.

"Any corporation into which any authenticating agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which any authenticating agent shall be a party, or any corporation succeeding to the authenticating agency business of any authenticating agent, shall be the successor of the authenticating agent hereunder, if otherwise eligible under the provisions hereof, and continue to be an authenticating agent without the execution or filing of any paper or any further act on the part of the Corporate Trustee or the predecessor authenticating agent.

"Any authenticating agent may at any time resign by giving written notice of resignation to the Corporate Trustee and to the Company. The Corporate Trustee may at any time terminate the agency of any authenticating agent by giving written notice of termination to such authenticating agent and to the Company. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any authenticating agent shall cease to be eligible hereunder or to be duly registered if and to the extent required by applicable laws and regulations, the Corporate Trustee may appoint a successor authenticating agent. Any successor authenticating agent upon acceptance of its appointment hereunder shall become vested with all the rights, powers, duties and responsibilities of its predecessor hereunder, with like effect as if originally named as an authenticating agent pursuant to the terms

hereof. No successor authenticating agent shall be appointed unless eligible under the provisions hereof.

"The Company agrees to pay to any authenticating agent from time to time reasonable compensation for its services, and the Corporate Trustee shall have no liability for such payments. The Corporate Trustee shall not be responsible for any misconduct, bad faith or negligence on the part of any authenticating agent appointed with due care by it hereunder.

"Any authenticating agent by the acceptance of its appointment shall be deemed to have agreed with and warranted to the Corporate Trustee that: it will perform and carry out the duties of an authenticating agent as herein set forth, including among other things the duties to authenticate bonds when presented to it; it will keep and maintain and will furnish from time to time as requested by the Corporate Trustee appropriate records of all transactions carried out by it as authenticating agent and will furnish the Corporate Trustee such other information and reports as the Corporate Trustee may reasonably require; it is eligible for appointment as authenticating agent hereunder and will notify the Corporate Trustee promptly if it shall cease to be so qualified; and it will indemnify the Corporate Trustee against any loss, liability or expense incurred by the Corporate Trustee and will, at the request of the Corporate Trustee, defend any claim asserted against the Corporate Trustee by reason of any acts or failures to act of the authenticating agent, but it shall have no liability for any action taken by it at the specific direction of the Corporate Trustee.

"The provisions of Sections 92, 93, 99, 100, 101, 106 and 133 of the Mortgage shall bind and inure to the benefit of each authenticating agent hereunder to the same extent that they bind and inure to the benefit of the Corporate Trustee"

SECTION 5.06. Nothing in this Forty-fifth 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-fifth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Forty-fifth 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 coupons Outstanding under the Mortgage.

SECTION 5.07. This Forty-fifth 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 VI
Specific Description of Property

PARAGRAPH ONE

ELECTRIC GENERATING PLANTS

The electric generating plants, developments and stations owned by Utah Power & Light Company immediately prior to the date hereof, including all dams, reservoirs, diversion works, pipe lines, tunnels, canals, flumes, power houses, buildings, boilers, generators, machinery, poles, wires and other equipment; and all of its lands upon which the same are situated; and all of its other property, real, personal or mixed, forming a part thereof or appertaining thereto, together with all of its water appropriations and water rights, reservoir, storage and flowage rights, licenses, easements, rights of way, permits, franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, including but not limited to the following described property situated in the State of Utah:

1. Hunter Steam Electric Plant (Referred to in Item (1) of Paragraph One of the Twenty-fifth Supplemental Indenture as "Emery Steam Electric Plant").

Additional Land Located in Emery County, Utah, Described as Follows:

(1) Emery Coal Haul Road UE00255

Beginning S.0°43'39"E. 1004.62 feet from the northwest corner of Section 30, T.18 S., R.8 E., S.L.M., and running thence southeasterly 479.15 feet along the arc of a 2939.79 foot radius curve to the right, thence S.87°27'27"W. 208.86 feet, thence northwesterly 177.56 feet along the arc of a 2789.79 foot radius curve to the left, thence S.38°15'03"W. 25 feet, thence northwesterly 3.98 feet along the arc of a 2764.79 foot radius curve to the left, thence N.0°43'39"W. 220.67 feet to the point of beginning, being land acquired by deed dated August 15, 1978, from Johnson, Myron E. & Joy C; Gardner, Van J. & Georgia H. and recorded as instrument number 278224 in book 101, page 194 in the records of the county recorder of said county.

PARAGRAPH TWO

SUBSTATIONS, SWITCHYARDS AND SWITCHRACKS

The electric substations, switchyards and switchracks owned by Utah Power & Light Company immediately prior to the date hereof, including all buildings, structures, towers, poles, underground structures, conduits, equipment, appliances and devices for transforming, converting and distributing electric energy; and all of its lands upon which the same are situated; and all of its other property, real, personal or mixed, forming a part thereof or appertaining thereto; together with all of its easements, licenses, rights of way, permits, municipal and other franchises, privileges, consents and rights for or relating to the construction, maintenance and operation thereof, through, in, over, under, across or upon any public street or highway, or the public lands of the United States, or of any state, or other lands, public or private; including, but not limited to, the following described property within the States of Utah and Wyoming:

UTAH PROPERTY

1. Vermillion Substation in Sevier County, Utah, Located on Land Described as Follows:

(1) Vermillion Substation U3S00060

Beginning 605.53 feet north and 1766.06 feet west from the east one quarter corner of Section 1, T.23 S., R.2 W., S.L.M., and running thence west 120 feet, thence N.21°41'E. 60 feet, thence N.89°21'50"E. 120.54 feet, thence S.21°41'W. 61.44 feet to the point of beginning, being land acquired by deed dated October 26, 1979, from Turner, Paul E. & Ardyth G. and recorded as instrument number 201847 in book 148, page 225 in the records of the county recorder of said county.

WYOMING PROPERTY

2. Railroad Substation in Uinta County, Wyoming, Located on Land Described as Follows:

(1) Railroad Substation WU00001

Beginning at the northeast corner of Section 7, T.15 N., R.120 W., 6th F.M., and running thence S.89°51'01"W. 306.75 feet, thence S.00°10'39"W. 567.88 feet, thence S.63°39'14"E. 688.17 feet, thence N.01°17'15"E. 591.95 feet, thence Northwesterly 339.73 feet along the arc of a 5804.58 foot radius curve to the right, thence N.31°16'11"W.

254.77 feet, thence S.01°10'45"W. 220.58 feet to the point of beginning, being land acquired by deed dated December 23, 1981, from Union Pacific Land Resources Corp. and recorded as instrument number 384058 in book 401, page 401 in the records of the county recorder of said county.

3. Chapman Substation, in Uinta County, Wyoming, Located on Land Described as Follows:

(1) Chapman Substation WU00011

Beginning S.89°54'01"E. 1545.35 feet from the northwest corner of Section 2, T.16 N., R.121 W., 6th P.M., and running thence S.89°54'01"E. 200 feet, thence S.0°05'59"W. 200 feet, thence N.89°54'01"W. 200 feet, thence N.0°05'59"E. 200 feet to the point of beginning, being land acquired by deed dated June 25, 1980 from Perkins, Ethel; aka Perkins, Ethel Ida and recorded as instrument number 348990 in book 367, page 431 in the records of the county recorder of said county.

PARAGRAPH TEN

MISCELLANEOUS PROPERTY

All miscellaneous land and rights and interest in lands owned by Utah Power & Light Company immediately prior to the date hereof, including, but not limited to, all such property acquired by and under the following deeds, recorded in the records of the county recorders of the counties in which said properties are located, which are hereby referred to for more particular description of said lands and rights:

UNIMPROVED (UTAH)

1. Terminal—Camp Williams Transmission Line Corridor, Several Tracts of Additional Land, in Salt Lake County, Utah, Described as Follows:

(1) Terminal—Camp Williams US00023

Beginning 1618.6 feet west from the southeast corner of Section 2, T.3 S., R.2 W., S.L.M., and running thence N.0°01'W. 2599.28 feet, thence west 250 feet, thence S.0°01'E. 2599.59 feet, thence east 250 feet to the point of beginning, being land acquired by deed dated January 3, 1978, from Crosland, Rex & Phyllis M. and recorded as instrument number 3050079 in book 4608, page 1280 in the records of the county recorder of said county.

(2) Terminal—Camp Williams US00021

Beginning 1671.2 feet west from the southeast corner of Section 26, T.1 S., R.2 W., S.L.M., and running thence east 123 feet, thence N.0°01'W. 1745 feet, thence west 105.42 feet, thence south 1450.02 feet, thence west 34.58 feet, thence S.0°01'E. 147.51 feet, thence east 17 feet, thence south 147.51 feet to the point of beginning, being land acquired by deed dated December 13, 1979 from Brown, Charles Lee & Sylvia S. and recorded as instrument number 3382617 in book 5015, page 426 in the records of the county recorder of said county.

2. Camp Williams—Spanish Fork Transmission Line Corridor, Several Tracts of Additional Land in Utah and Salt Lake Counties, Utah, Described as Follows:

SALT LAKE COUNTY

(1) Camp Williams—Spanish Fork U1S00004

Beginning 975 feet north and 1503.3 feet west from the southeast corner of Section 22, T.4 S., R.1 W., S.L.M., and running thence S.31°55'E. 406.45 feet, thence west 129.59 feet, thence N.31°55'W. 406.45 feet, thence east 129.59 feet to the point of beginning, being land acquired by deed dated October 13, 1978, from Rozema, Harry R. & Bessie and recorded as instrument number 3087286 in book 4649, page 469 in the records of the county recorder of said county.

UTAH COUNTY

(2) Camp Williams-Spanish Fork U1U00022

Beginning 1674.42 feet north and 66 feet west from the southeast corner of the southwest quarter of Section 26, T.5 S., R.1 E., S.L.M., and running thence west 330 feet, thence north 249.48 feet, thence N.25°00'E. 231 feet, thence N.40°00'E. 349.8 feet, thence south 744.48 feet to the point of beginning, being land acquired by deed dated April 13, 1978 from Hatch, Helen and recorded as instrument number 17290 in book 1643, page 626 in the records of the county recorder of said county.

(3) Camp Williams-Spanish Fork U1U00025

Beginning S.0°9'31"E. 211.61 feet and 242.34 feet east from the west one quarter corner of Section 18, T.5 S., R.1 E., S.L.M., and running thence S.0°35'29"E. 282.75 feet, thence N.89°38'51"W. 665.21

feet, thence N.00°00'28"E. 279.35 feet, thence S.89°38'51"E. 621.77 feet, thence N.85°36'01"E. 40.61 feet to the point of beginning, being land acquired by deed dated December 11, 1978, from Collings, Bruce E. & Shirley A. and recorded as instrument number 49956 in book 1704, page 608 in the records of the county recorder of said county.

(4) Camp Williams-Spanish Fork U1U00099

Beginning 1327.92 feet south and 460.02 feet west and N.89°00'W. 160 feet from the northeast corner of the southwest quarter of Section 2, T.7 S., R.2 E., S.L.M., and running thence N.89°00'W. 38 feet, thence S.1°00'W. 127.5 feet, thence S.89°00'E. 91 feet, thence northwesterly 138.04 feet to point of beginning, being land acquired by deed dated May 8, 1979, from Grange, Russell D. & Helen F. and recorded as instrument number 17359 in book 1741, page 807 in the records of the county recorder of said county.

(5) Camp Williams-Spanish Fork U1U00158

Beginning 663.5 feet south and 928.9 feet west from the northeast corner of the west half of the southeast quarter of Section 21, T.8 S., R.3 E., S.L.M., and running thence east 150.61 feet, thence N.28°14'W. 321.1 feet, thence south 283.47 feet to the point of beginning, being land acquired by deed dated January 24, 1979 from Olsen, Snell & Lorraine H. and recorded as instrument number 3713 in book 1716, page 306 in the records of the county recorder of said county.

(6) Camp Williams-Spanish Fork U1U00159

Beginning 1326.9 feet north and 1313.9 feet east from the south one quarter corner of Section 21, T.8 S., R.3 E., S.L.M., and running thence west 540.7 feet, thence S.28°14'E. 747.04 feet, thence east 188.51 feet, thence north 660 feet to the point of beginning, being land acquired by deed dated January 24, 1979 from Olsen, Snell & Lorraine H. and recorded as instrument number 3713 in book 1716, page 306 in the records of the county recorder of said county.

(7) Camp Williams-Spanish Fork U1U00160

Beginning 8.8 feet north and 1318.2 feet west from the southeast corner of Section 21, T.8 S., R.3 E., S.L.M., and running thence North

521.78 feet, thence S.28°14'E. 590.12 feet, thence west 278.21 feet to the point of beginning, being land acquired by deed dated January 24, 1979, from Olsen, Snell & Lorraine H. and recorded as instrument number 8713 in book 1716, page 306 in the records of the county recorder of said county.

(8) Camp Williams-Spanish Fork U1U00162

Beginning 660 feet south from the northeast corner of the northwest quarter of the southeast quarter of Section 21, T.8 S., R.3 E., S.L.M., and running thence south 660 feet, thence west 693 feet, thence north 660 feet, thence east 693 feet to the point of beginning, being land acquired by deed dated September 14, 1978, from Perry, Earl M. and Fay B. and recorded as instrument number 39412 in book 1685, page 71 in the records of the county recorder of said county.

3. Ben Lomond—Terminal Transmission Line Corridor, Several Tracts of Additional Land Described as Follows:

DAVIS COUNTY

(1) Ben Lomond—Terminal U2D00047

Beginning 1285.1 feet south and 1372.4 feet west from the north one quarter corner of Section 9, T.3 N., R.1 W., S.L.M., and running thence west 257.75 feet, thence S.60°00'W. 106.72 feet, thence S.37°36'E. 2785.54 feet, thence N.71°45'E. 328.56 feet, thence N.37°36'W. 2723.03 feet to the point of beginning, being land acquired by deed dated April 29, 1977, from Roueche, Ned B. and Joann S. and recorded as instrument number 460439 in book 646, page 953 in the records of the county recorder of said county.

21-9-37-1
500-18-1005
07-08-1977

(2) Ben Lomond—Terminal U2D00049

Beginning 2144 feet south and 503 feet east from the northwest corner of Section 15, T.3 N., R.1 W., S.L.M., and running thence S.80°00'W. 180.5 feet, thence N.37°36'W. 374 feet, thence N.10°00'W. 345.4 feet, thence S.37°36'E. 764 feet to the point of beginning, being land acquired by deed dated June 8, 1978, from Morton-Norwich Products, Inc., and recorded as instrument number 509977 in book 731, page 425 in the records of the county recorder of said county.

70-15-37-10
38-4-1977

SE 1/4 25-47-2W
12-110-0041

- (3) Ben Lomond—Terminal U2D00126

Beginning 660 feet west and 33 feet south from the northeast corner of Section 25, T.4 N., R.2 W., S.L.M., and running thence South 1947 feet, thence West 363 feet, thence North 1947 feet, thence East 363 feet to the point of beginning, being land acquired by deed dated December 22, 1976, from Dibble, Charles E. & Audrey N. and recorded as instrument number 451767 in book 632, page 187 in the records of the county recorder of said county.

NW-27-57-2W
14-001-0022

- (4) Ben Lomond—Terminal U2D00134

Beginning 1751.67 feet east and 33 feet north from the west one quarter corner of Section 27, T.5 N., R.2 W., S.L.M., and running thence North 297 feet, thence West 177.1 feet, thence S.0°08'W., 297 feet, thence East 177.87 feet to the point of beginning, being land acquired by deed dated July 29, 1977 from Patterson, William R., a Widower, and recorded as instrument number 472402 in book 667, page 856 in the records of the county recorder of said county.

WEBER COUNTY

- (5) Ben Lomond—Terminal U3W00022

Beginning S.89°59'30"E. 1941.4 feet from the west one quarter corner of Section 10, T.5 N., R.2 W., S.L.M., and running thence S.0°08'W. 120.69 feet, thence S.43°07'W. 454.69 feet, thence N.0°08'E. 452.64 feet, thence S.89°59'30"E. 310 feet to the point of beginning, being land acquired by deed dated June 29, 1977, from Alvey, Ray L. & Sylvia M. and recorded as instrument number 703562 in book 1185, page 719 in the records of the county recorder of said county.

- (6) Ben Lomond—Terminal U3W00025

Beginning 571 feet west and 33 feet south from the north one quarter corner of Section 10, T.5 N., R.2 W., S.L.M., and running thence west 136.52 feet, thence S.0°08'W. 390.19 feet, thence North-erly along northwesterly boundary line to the point of beginning, being land acquired by deed dated September 20, 1977, from Toone, Wilford E. & Marie S.; Toone, Richard H. & Cleo Rae H.; Toone, Steven E. & Marilyn and recorded as instrument number 713103 in book 1201, page 130 in the records of the county recorder of said county.

(7) Ben Lomond—Terminal

U3W00167

Beginning 157.7 feet west from the center of Section 3, T.6 N., R.2 W., S.L.M., and running thence west 218.69 feet, thence S.9°17'E. 517.55 feet, thence Easterly 33.95 feet to easterly boundary line Grantors' land, thence N.11°09'E. 525 feet to the point of beginning, being land acquired by deed dated March 22, 1978, from Apezteguia, Mike & Charlene, aka Charline and recorded as instrument number 7382288 in book 1240, page 900 in the records of the county recorder of said county.

(8) Ben Lomond—Terminal

U3W00178

Beginning 159 feet east from the northwest corner of Section 10, T.6 N., R.2 W., S.L.M., and running thence S.89°23'E. 132 feet, thence S.0°27'E. 343 feet, thence Northwesterly along center of the county road, thence N.0°27'W. 244.3 feet to the point of beginning, being land acquired by deed dated September 14, 1977, from Coleman, Maurine and recorded as instrument number 711933 in book 1199, page 219 in the records of the county recorder of said county.

(9) Ben Lomond—Terminal

U3W00181

Beginning 1613.3 feet south and 598.4 feet west from the north one quarter corner of Section 22, T.6 N., R.2 W., S.L.M., and running thence West 160 feet, thence North 835 feet, thence East 160 feet, thence South 835 feet to the point of beginning, being land acquired by deed dated February 2, 1978, from Heslop, Lottie M., a Widow, and recorded as instrument number 728018 in book 1224, page 809 in the records of the county recorder of said county.

(10) Ben Lomond—Terminal

U3W00187

Beginning 2201.4 feet south and 570.7 feet west from the north one quarter corner of Section 27, T.6 N., R.2 W., S.L.M., and running thence South 1773.51 feet, thence West 160 feet, thence North 1710.48 feet, thence N. 68°30'E. 171.97 feet to the point of beginning, being land acquired by deed dated October 23, 1978, from Kingston, Clarence & Viva and recorded as instrument number 756110 in book 1269, page 754 in the records of the county recorder of said county.

(11) Ben Lomond—Terminal

U3W00193

Beginning 1328.7 feet south and 644.5 feet west from the north one quarter corner of Section 34, T.6 N., R.2 W., S.L.M., and running thence S.4°37'W. 1324.3 feet, thence West 160.5 feet, thence N.4°37'E. 1324.3 feet, thence East 160.5 feet to the point of beginning, being land acquired by deed dated July 1, 1977, from McFarland, Charles R. & Verla G. and recorded as instrument number 704870 in book 1188, page 23 in the records of the county recorder of said county.

Huntington Spanish Fork Transmission Line Corridor, Several Tracts of Additional Land in Utah and Carbon Counties, Utah, Described as Follows:

CARBON COUNTY

(1) Huntington-Spanish Fork

U1C00007

Beginning 1398 feet north from the south one quarter corner of Section 30, T.12 S., R.8 E., S.L.M., and running thence N.49°48'W. 898.69 feet, thence east 686.42 feet, thence South 580.07 feet to the point of beginning, being land acquired by deed dated March 5, 1979, from Tucker, Willard M. & Phyllis O.; Tucker, Cleon D. & Betty J.; Lafferty, Dan & Dolina; & Larsen Investment Co. and recorded as instrument number 149040 in book 187, page 378 in the records of the county recorder of said county.

UTAH COUNTY

(2) Huntington-Spanish Fork

U1U00201

Beginning S.18'W. 2654.28 feet from the north one quarter corner of Section 27, T.11 S., R.7 E., S.L.M., and running thence N.7°31'E. 729.43 feet, thence N.79°21'W. 1111.14 feet, thence 746.35 feet along the arc of a 2929.9 foot radius curve to the right, thence S.86°25'30"E. 25.52 feet, thence S.78°43'E. 1326.29 feet to the point of beginning, being land acquired by deed dated November 10, 1977, from Anselmo, Anthony & Frances D., and recorded as instrument number 38356 in book 1598, page 344 in the records of the county recorder of said county.

(3) Huntington-Spanish Fork

U1U00166

Beginning N.89°24'47"E. 2112.9 feet from the west one quarter corner of Section 26, T.8 S., R.3 E., S.L.M., and running thence

S.8°34'47"W. 298.8 feet, thence S.62°44'E. 128.6 feet, thence S.8°30'W. 3396 feet, thence S.17°28'W. 356.9 feet, thence East 136.3 feet, thence N.17°28'E. 326.2 feet, thence N.8°30'E. 3786.6 feet, thence S.89°24'47"W. 254.5 feet to the point of beginning, being land acquired by deed dated February 9, 1979, from Ludlow, Enoch A. & Carolyn and recorded as instrument number 6391 in book 1721, page 176 in the records of the county recorder of said county.

5. Ben Lomond—Naughton Transmission Line Corridor, Several Tracts of Additional Land in Weber County, Utah, Described as Follows:

- (1) Ben Lomond—Naughton U3W00212

Common Area East Eden Hills Subdivision No. 3, Section 21, T.7 N., R.1 E., S.L.M., being land acquired by deed dated August 6, 1980, from Eden Hills Home Owners Association and recorded as instrument number 816308 in book 1362, page 1447 in the records of the county recorder of said county.

- (2) Ben Lomond—Naughton U3W00215

Beginning S.0°22'E. 150 feet from the north one quarter corner of Section 27, T.7 N., R.1 E., S.L.M., and running thence S.0°22'E. 579 feet, thence S.70°39'W. 900.15 feet, thence N.39°53'30"W. 118.4 feet, thence N.49°38'E. 1227.22 feet to the point of beginning, being land acquired by deed dated February 16, 1978, from Angel, William G. & Lola A. and recorded as instrument number 729148 in book 1226, page 506 in the records of the county recorder of said county.

- (3) Ben Lomond—Naughton U3W00221

Beginning S.0°48'45"E. 273.36 feet from the northeast corner of Section 28, T.7 N., R.1 E., S.L.M., and running thence N.76°01'W. 834.6 feet, thence S.26°45'W. 278.78 feet, thence N.83°10'E. 6.66 feet, thence Southeasterly 109.07 feet along the arc of a 327.46 foot radius curve to the right, thence S.7°45'E. 261.81 feet, thence N.19°00'E. 125.86 feet, thence S.76°01'E. 60.24 feet, thence S.19°00'W. 14.5 feet, thence S.71°00'E. 240 feet, thence N.19°00'E. 35.57 feet, thence S.76°01'E. 236.58 feet, thence N.0°48'45"E. 118.11 feet to the point of beginning, being land acquired by deed dated December 20, 1979, from Haldeman Investment Co. and recorded as instrument number 799993 in book 1339, page 486 in the records of the county recorder of said county.

- (4) Ben Lomond—Naughton U3W00222

Lot 61, Eden Hills Subdivision, No. 3, Section 28, T.7 N., R.1 E., S.L.M., being land acquired by deed dated December 20, 1979, from Haldeman Investment Co. and recorded as instrument number 799992 in book 1339, page 485 in the records of the county recorder of said county.

- (5) Ben Lomond—Naughton U3W00210

Lot 32, Eden Hills Subdivision, No. 3, Section 21, T.7 N., R.1 E., S.L.M., being land acquired by deed dated March 15, 1979, from Holley, Kathleen S. & Blake J. and recorded as instrument number 802048 in book 1342, page 560 in the records of the county recorder of said county.

6. Emery-Sigurd Transmission Line Corridor, A Tract of Additional Land in Sevier County, Utah, Described as Follows:

- (1) Emery-Sigurd 345 kV Line U3S00047

Beginning 561 feet south and 462 feet east from the northeast corner of Section 18, T.22 S., R.1 W., S.L.M., and running thence West 858 feet, thence Southwesterly 660 feet, thence East 924 feet, thence Northerly along the west line of road to point of beginning, being land acquired by deed dated January 28, 1977, from Bastian, Ernest and Elaine D. and recorded as instrument number 187450 in book 117, page 333 in the records of the county recorder of said county.

7. Property East of Gadsby, Two Tracts of Land Located in Salt Lake County, Utah, Described as Follows:

- (1) Property East of Gadsby US00071

Beginning at the northeast corner of Lot 8, Block 53, Plat C, Salt Lake City Survey of Section 2, T.1 S., R.1 W., S.L.M., and running thence S.89°58'29"W. 330 feet, thence S.0°01'31"E. 120.47 feet, thence N.74°06'30"E. 343.06 feet, thence N.0°00'55"W. 26.68 feet to the point of beginning, being land acquired by deed dated March 29, 1974, from Walker, Mary G. & Letham; Joan Walker, Co-Executor of Estate of J. B. Walker and recorded as instrument number 2610580 in book 3050, page 200 in the records of the county recorder of said county.

- (2) Property East of Gadsby US00072

Beginning S.0°00'55"E. 165 feet from the northwest corner of Lot 5, Block 53, Plat C, Salt Lake City Survey, of Section 2, T.1 S., R.1

W., S.L.M., and running, thence S.0°00'55"E. 49.28 feet, thence N.74°06'30"E. 180.25 feet, thence S.89°58'29"W. 173.37 feet to the point of beginning, being land acquired by deed dated March 29, 1974, from Walker, Mary G. & Letham; Joan Walker, Co-Executor of Estate of J. B. Walker and recorded as instrument number 2610580 in book 3550, page 200 in the records of the county recorder of said county.

UNIMPROVED (IDAHO)

1. Lava Service Center, an Additional Tract of Land Located in Bannock County, Idaho, Described as Follows:

(1) Lava Service Center

I1B00061

Beginning 1107.55 feet east and N.0°11'23"E. 478.6 feet from the southwest corner of Section 21, T.9 S., R.38 E., B.M., and running thence N.0°11'23"E. 162 feet, thence N.89°18'E. 70 feet, thence S.0°11'23"W. 162 feet, thence S.89°18'W. 70 feet to the point of beginning, being land acquired by deed dated April 12, 1984, from Knowles, Kenneth and Sharon and recorded as instrument number 727044 in book 407 in the records of the county recorder of said county.

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 Vice Presidents, and its corporate seal to be attested to by its Secretary or one of its Assistant Secretaries;

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 Trust Officers and its corporate seal to be attested to by one of its Assistant Secretaries;

And THE CHASE MANHATTAN BANK (National Association), in acknowledgment of its acceptance of the trust hereby created, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents, and its corporate seal to be attested to by one of its Assistant Secretaries;

And W. A. SPOONER has hereunto set his hand;

And C. J. HEINZELMANN, in acknowledgment of his acceptance of the trust hereby created, has hereunto set his hand;

All as of the day and year first above written.

PACIFICORP

By *[Signature]* Vice President

Attest:

[Signature]
Assistant Secretary

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK

As Resigning Corporate Trustee
By *[Signature]*
Trust Officer

Attest:

[Signature]
Assistant Secretary

[Signature]
W. A. SPOONER
As Resigning Co-Trustee

THE CHASE MANHATTAN BANK
(National Association)
As Successor Corporate Trustee

By *[Signature]*
Vice President

Attest:

[Signature]
Assistant Secretary

[Signature]
C. J. HEINZELMANN
As Successor Co-Trustee

STATE OF OREGON }
COUNTY OF MULTNOMAH } SS.:

On this ninth day of January, 1989, before me, LEONARD W. SURRY, 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 hereunto set my hand and official seal the day and year first above written.

Leonard W. Surry
.....
My Commission expires October 27, 1989
Residing at Gresham, Oregon

[SEAL]

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

On this fourth day of January, 1989, before me, STEPHEN D. RYAN, III, a Notary Public in and for the State of New York, personally appeared M. P. KOWALEWSKI and J. COLASANTE, known to me to be a Trust Officer and an Assistant Secretary, respectively, of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a New York trust company, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said company and acknowledged this instrument to be the free, voluntary and in all respects duly 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.

Stephen D. Ryan, III
.....
Stephen D. Ryan, III
Notary Public, State of New York
No. 31-4700229
Qualified in New York County
Commission expires January 31, 1990
Residing at Pound Ridge, New York

[SEAL]

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

On this fourth day of January, 1989, before me, STEPHEN D. RYAN, III, a Notary Public in and for the State of New York, personally appeared W. A. SPOGNER, known to me to be the individual described in and who executed the foregoing instrument, and being duly sworn 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.

Stephen D. Ryan, III

Stephen D. Ryan, III
Notary Public, State of New York
No. 31-4700229
Qualified in New York County
Commission expires January 31, 1990
Residing at Pound Ridge, New York

[SEAL]

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

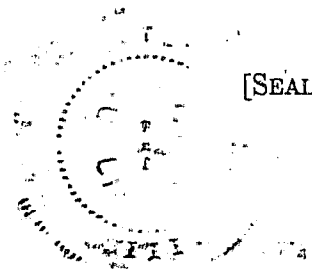
On this fourth day of January, 1989, before me, STEPHEN D. RYAN, III, a Notary Public in and for the State of New York, personally appeared T. J. FITZSIMONS and A. K. CRAIN, known to me to be a Vice President and an Assistant Secretary, respectively, of THE CHASE MANHATTAN BANK (National Association), a national banking association, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said company and acknowledged this instrument to be the free, voluntary and in all respects duly 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.

Stephen D. Ryan, III

Stephen D. Ryan, III
Notary Public, State of New York
No. 31-4700229
Qualified in New York County
Commission expires January 31, 1990
Residing at Pound Ridge, New York

[SEAL]



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

On this fourth day of January, 1989, before me, STEPHEN D. RYAN, III, a Notary Public in and for the State of New York, personally appeared C. J. HEINZELMANN, known to me to be the individual described in and who executed the foregoing instrument, and being duly sworn 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]

Stephen D. Ryan, III
.....

Stephen D. Ryan, III
Notary Public, State of New York
No. 31-4700229
Qualified in New York County
Commission expires January 31, 1990
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