



RECEIVED

Pacific Power |  
Rocky Mountain Power |  
PacifiCorp Energy  
825 NE Multnomah, Suite 1900 LCT  
Portland, Oregon 97232

June 10, 2010

2010 JUN 10 AM 9:33

**VIA OVERNIGHT DELIVERY**

IDAHO PUBLIC  
UTILITIES COMMISSION

Idaho Public Utilities Commission  
Statehouse  
472 West Washington Street  
Boise, Idaho 83702

Attn: Ms. Jean D. Jewell  
Commission Secretary

**Re: Case No. PAC-E-03-1  
Order No. 29201  
Report of Reoffering of \$45,000,000 Principal Amount of Pollution Control Revenue  
Bonds and New Credit Support Arrangements**

Dear Commissioners:

Pursuant to the referenced order, PacifiCorp (the "Company") submits to the Commission one verified copy of each of the following documents relating to (i) the reoffering of \$45,000,000 Lincoln County, Wyoming Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1991 (the "PCRB Series"), and (ii) new Credit Support Arrangements:

1. Reoffering Circular dated May 25, 2010 relating to the reoffering of the PCRB Series:
2. Confidential Remarketing Agreement by and among the Company and Wells Fargo Bank, National Association dated May 28, 2010 relating to the reoffering of the PCRB Series.
3. Amended and Restated Trust Indenture and Amended and Restated Loan Agreement, dated as of June 1, 2010 for the PCRB Series
4. Confidential Letter of Credit Agreement, dated June 1, 2010 by and between the Company and Wells Fargo Bank, National Association, as the issuer of the Letter of Credit.

Because the referenced transaction was a reoffering of outstanding debt there were no proceeds associated with the transaction. Therefore, no Report of Securities Issued is enclosed.

PacifiCorp arranged for the Letter of Credit to provide credit enhancement and to help assure timely payment of amounts due with respect to the PCRB series. The new Letter of Credit is expected to enable PacifiCorp to achieve a lower cost of money with respect to the financing authorized by the above-listed Order

Idaho Public Utilities Commission

June 10, 2010

Page 2

Under penalty of perjury, I declare that I know the contents of the enclosed documents, and they are true, correct and complete.

Please contact me at (503) 813-5662 if you have any questions about this letter or the enclosed documents.

Sincerely,

A handwritten signature in cursive script that reads "Bruce N. Williams".

Bruce N. Williams

Enclosures

cc: Terri Carlock

---

**FOURTH SUPPLEMENTAL TRUST INDENTURE**

**BETWEEN**

**LINCOLN COUNTY, WYOMING**

**AND**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,  
as Successor Trustee**

---

**Dated as of June 1, 2010**

---

**Relating to  
\$45,000,000  
Lincoln County, Wyoming  
Pollution Control Revenue Refunding Bonds  
(PacifiCorp Project)  
Series 1991**

---

**Amending and restating the Trust Indenture, dated as of January 1, 1991, as amended and restated as of June 1, 2003, between Lincoln County, Wyoming and The Bank of New York Mellon Trust Company, N.A.**

**TABLE OF CONTENTS**

| <b>SECTION</b>   | <b>HEADING</b>  | <b>PAGE</b> |
|------------------|---|-------------|
| PARTIES.....     |   | 1           |
| RECITALS .....   |   | 1           |
| ARTICLE I        | DEFINITIONS .....   | 2           |
| Section 1.01.    | Definitions Contained in the Original Indenture .....                 | 2           |
| Section 1.02.    | New Definitions .....   | 2           |
| ARTICLE II       | AMENDMENTS OF INDENTURE.....  | 3           |
| Section 2.01.    | Amendment and Restatement of the Original Indenture .....             | 3           |
| ARTICLE III      | MISCELLANEOUS .....   | 3           |
| Section 3.01.    | Trustee Representations .....   | 3           |
| Section 3.02.    | Execution of Counterparts .....                                       | 3           |
| Section 3.03.    | Effective Date; Original Indenture Remains Effective as Amended ..... | 3           |
| TESTIMONIUM..... |   | 4           |
| SIGNATURES ..... |   | 4           |
| EXHIBIT A        | — CONSENT OF REMARKETING AGENT, AS OWNER                              |             |
| EXHIBIT B        | — CONSENT OF COMPANY  |             |

#### **FOURTH SUPPLEMENTAL TRUST INDENTURE**

THIS FOURTH SUPPLEMENTAL TRUST INDENTURE, dated as of June 1, 2010 (the "*Fourth Supplemental Indenture*"), supplementing and amending that certain Trust Indenture, dated as of January 1, 1991, as amended and restated as of June 1, 2003 (the "*Original Indenture*"), by and between LINCOLN COUNTY, WYOMING (the "*Issuer*"), a duly organized and existing corporation and political subdivision of the State of Wyoming and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association (the "*Trustee*"),

#### **WITNESSETH:**

WHEREAS, the Issuer has previously issued its \$45,000,000 aggregate principal amount of Pollution Control Revenue Refunding Bonds (PacifiCorp Project), Series 1991 (the "*Bonds*") pursuant to the Original Indenture;

WHEREAS, the Company will adjust the Rate Period for the Bonds from a Term Interest Rate Period to a Weekly Interest Rate Period on June 1, 2010;

WHEREAS, the Bonds are not currently supported by a liquidity facility, and in connection with adjustment of the Rate Period, the Company desires to deliver to the Trustee on June 1, 2010, an irrevocable letter of credit issued by Wells Fargo Bank, National Association, to be dated the date of delivery thereof (the "*Letter of Credit*"), which Letter of Credit will provide funds for the payment of the principal of and interest on the Bonds and the purchase price of Bonds tendered for purchase as further provided therein;

WHEREAS, the Issuer deems it necessary and desirable to enter into this Fourth Supplemental Indenture in order to amend and restate the Original Indenture to provide for such Letter of Credit to secure the Bonds and to make other amendments to the Original Indenture;

WHEREAS, Sections 12.01, 12.02 and 12.04 of the Original Indenture provide that the Issuer and the Trustee may, with the consent of the Company, the Agent Bank and the Insurer and with or without the consent of the Owners of not less than a majority of the aggregate principal amount of Bonds outstanding, enter into a Supplemental Indenture to provide for the Letter of Credit;

WHEREAS, at this time there is no Agent Bank and no Insurer;

WHEREAS, the Company and Wells Fargo Bank, National Association, Remarketing Agent and Owner of all of the Bonds outstanding, have consented to the execution of this Fourth Supplemental Indenture;

WHEREAS, the opinion of Bond Counsel required by Section 12.02(c) of the Indenture has been delivered to the Issuer and the Trustee;

WHEREAS, the Consent of the Remarketing Agent, attached as *Exhibit A*, and the Consent of the Company, attached as *Exhibit B*, required by Sections 12.02 and 12.04, respectively, of the Original Indenture have been delivered to the Issuer and the Trustee;

WHEREAS, the Trustee has provided written notice of this Fourth Supplemental Indenture to Moody's, S&P, and the Owners of all outstanding Bonds, as required by Article XII of the Original Indenture; and

WHEREAS, the execution and delivery of this Fourth Supplemental Indenture has been duly authorized by the governing body of the Issuer and all things necessary to make this Fourth Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

## ARTICLE I

### DEFINITIONS

*Section 1.01. Definitions Contained in the Original Indenture.* Except as otherwise provided in this Fourth Supplemental Indenture, words and terms that are defined in the Original Indenture shall have the same meanings ascribed to them therein when used herein, unless the context or use indicates a different meaning or intent.

*Section 1.02. New Definitions.* The following terms as used in this Fourth Supplemental Indenture shall have the following meanings:

*"Fourth Supplemental Indenture"* means this Fourth Supplemental Trust Indenture, amending and restating the Original Indenture.

*"Original Indenture"* means the Trust Indenture, dated as of January 1, 1991, as amended and restated as of June 1, 2003, between the Issuer and the Trustee, authorizing, among other things, the issuance of the Bonds.

*"Original Loan Agreement"* means that certain Loan Agreement, dated as of January 1, 1991, as amended and restated as of June 1, 2003, between the Issuer and the Company.

*"Trustee"* means The Bank of New York Mellon Trust Company, N.A.

## **ARTICLE II**

### **AMENDMENTS OF INDENTURE**

*Section 2.01. Amendment and Restatement of the Original Indenture.* The Original Indenture is hereby amended and restated to read as follows:

---

**TRUST INDENTURE**  
**Amended and Restated as of June 1, 2010**

**between**

**LINCOLN COUNTY, WYOMING**

**and**

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,**  
**as Trustee**

**\$45,000,000**  
**Pollution Control Revenue Refunding Bonds**  
**(PacifiCorp Project)**  
**Series 1991**

**Dated as of January 1, 1991**

---



**TRUST INDENTURE**

**TABLE OF CONTENTS**

(This table of contents is not part of the Trust Indenture  
and is only for convenience of reference.)

| SECTION       | HEADING  | PAGE |
|---------------|--|------|
|               | Granting Clauses .....   | 1    |
| ARTICLE I     | DEFINITIONS AND RULES OF CONSTRUCTION .....  | 2    |
| Section 1.01. | Definitions.....   | 2    |
| Section 1.02. | Rules of Construction. ....  | 18   |
| ARTICLE II    | THE BONDS .....  | 18   |
| Section 2.01. | Authorization and Terms of Bonds.....  | 18   |
| Section 2.02. | Interest Rates and Rate Periods.....   | 19   |
| Section 2.03. | Form of Bonds .....  | 29   |
| Section 2.04. | Execution of Bonds.....  | 30   |
| Section 2.05. | Transfer and Exchange of Bonds .....   | 30   |
| Section 2.06. | Bond Register.....   | 31   |
| Section 2.07. | Bonds Mutilated, Lost, Destroyed or Stolen.....  | 31   |
| Section 2.08. | Bonds; Limited Obligations .....   | 32   |
| Section 2.09. | {Reserved} .....   | 32   |
| Section 2.10. | Book-Entry System.....   | 32   |
| ARTICLE III   | PURCHASE AND REMARKETING OF BONDS.....   | 34   |
| Section 3.01. | Owner's Option to Tender for Purchase .....  | 34   |
| Section 3.02. | Mandatory Purchase.....  | 35   |
| Section 3.03. | Payment of Purchase Price.....   | 37   |
| Section 3.04. | Remarketing of Bonds by Remarketing Agent.....   | 38   |
| Section 3.05. | Limit on Remarketing .....   | 38   |
| Section 3.06. | Delivery of Bonds; Delivery of Proceeds of Sale; Payments<br>From Letter of Credit or Alternate Credit Facility..... | 39   |
| Section 3.07. | No Remarketing Sales After Certain Events .....  | 40   |
| Section 3.08. | Pledged Bonds .....  | 41   |
| ARTICLE IV    | REDEMPTION OF BONDS .....  | 43   |
| Section 4.01. | Redemption of Bonds Generally.....   | 43   |
| Section 4.02. | Redemption upon Optional Prepayment.....   | 43   |
| Section 4.03. | Redemption upon Mandatory Prepayment .....   | 45   |
| Section 4.04. | Selection of Bonds for Redemption .....  | 45   |
| Section 4.05. | Notice of Redemption .....   | 45   |

|               |  |    |
|---------------|--|----|
| Section 4.06. | Partial Redemption of Bonds .....  | 46 |
| Section 4.07. | No Partial Redemption After Default .....  | 46 |
| Section 4.08. | Payment of Redemption Price .....  | 46 |
| Section 4.09. | Effect of Redemption .....   | 47 |
| <br>          |  |    |
| ARTICLE V     | GENERAL COVENANTS; FIRST MORTGAGE BONDS AND INSURANCE  |    |
|               | POLICY .....   | 47 |
| Section 5.01. | Payment of Principal, Premium, if any, and Interest; Limited Obligations .....   | 47 |
| Section 5.02. | Performance of Covenants by Issuer; Authority; Due Execution .....   | 48 |
| Section 5.03. | Immunities and Limitations of Responsibility of Issuer; Remedies .....   | 49 |
| Section 5.04. | Defense of Issuer's Rights .....   | 50 |
| Section 5.05. | Recording and Filing; Further Instruments .....  | 50 |
| Section 5.06. | Rights Under Agreement .....   | 51 |
| Section 5.07. | Arbitrage and Tax Covenants .....  | 51 |
| Section 5.08. | No Disposition of Trust Estate .....   | 51 |
| Section 5.09. | Access to Books .....  | 51 |
| Section 5.10. | Source of Payment of Bonds .....   | 52 |
| Section 5.11. | No Transfer of First Mortgage Bonds .....  | 52 |
| Section 5.12. | Voting of First Mortgage Bonds .....   | 52 |
| Section 5.13. | Surrender of First Mortgage Bonds .....  | 52 |
| Section 5.14. | Notice to Company Mortgage Trustee .....   | 53 |
| Section 5.15. | Insurance Policy .....   | 53 |
| Section 5.16. | Limitation on Use of Insurance Policy .....  | 53 |
| <br>          |  |    |
| ARTICLE VI    | DEPOSIT OF BOND PROCEEDS; FUNDS AND ACCOUNTS; REVENUES;  |    |
|               | LETTER OF CREDIT .....   | 53 |
| Section 6.01. | Creation of Funds and Accounts .....   | 53 |
| Section 6.02. | Disposition of Bond Proceeds .....   | 54 |
| Section 6.03. | Deposits into the Bond Fund; Use of Moneys in the Bond Fund .....  | 54 |
| Section 6.04. | Letter of Credit Moneys; Substitution, Cancellation, Expiration and Assignment of Letter of Credit; Deposits into Liquidity Fund ..... | 55 |
| Section 6.05. | Bonds Not Presented for Payment of Principal .....   | 57 |
| Section 6.06. | Payment to the Company .....   | 58 |
| <br>          |  |    |
| ARTICLE VII   | INVESTMENTS .....  | 58 |
| Section 7.01  | Investment of Moneys in Bond Fund and Letter of Credit Fund .....  | 58 |
| Section 7.02. | Conversion of Investment to Cash .....   | 59 |
| Section 7.03. | Credit for Gains and Charge for Losses .....   | 59 |
| <br>          |  |    |
| ARTICLE VIII  | DEFEASANCE .....   | 59 |

|                |   |    |
|----------------|---|----|
| ARTICLE IX     | DEFAULTS AND REMEDIES .....   | 63 |
| Section 9.01.  | Events of Default .....   | 63 |
| Section 9.02.  | Acceleration; Other Remedies .....  | 64 |
| Section 9.03.  | Restoration to Former Position .....  | 67 |
| Section 9.04.  | Owners' Right to Direct Proceedings .....   | 67 |
| Section 9.05.  | Limitation on Owners' Right to Institute Proceedings .....  | 67 |
| Section 9.06.  | No Impairment of Right to Enforce Payment .....   | 67 |
| Section 9.07.  | Proceedings by Trustee without Possession of Bonds .....  | 67 |
| Section 9.08.  | No Remedy Exclusive.....  | 68 |
| Section 9.09.  | No Waiver of Remedies .....   | 68 |
| Section 9.10.  | Application of Moneys .....   | 68 |
| Section 9.11.  | Severability of Remedies .....  | 69 |
| <br>           |   |    |
| ARTICLE X      | TRUSTEE; REGISTRAR; REMARKETING AGENT.....  | 70 |
| Section 10.01. | Acceptance of Trusts.....   | 70 |
| Section 10.02. | No Responsibility for Recitals .....  | 70 |
| Section 10.03. | Limitations on Liability .....  | 70 |
| Section 10.04. | Compensation, Expenses and Advances .....   | 70 |
| Section 10.05. | Notice of Events of Default and Determination of Taxability .....   | 71 |
| Section 10.06. | Action by Trustee.....  | 71 |
| Section 10.07. | Good-Faith Reliance .....   | 72 |
| Section 10.08. | Dealings in Bonds .....   | 72 |
| Section 10.09. | Several Capacities .....  | 73 |
| Section 10.10. | Resignation of Trustee .....  | 73 |
| Section 10.11. | Removal of Trustee .....  | 73 |
| Section 10.12. | Appointment of Successor Trustee .....  | 73 |
| Section 10.13. | Qualifications of Trustee.....  | 74 |
| Section 10.14. | Judicial Appointment of Successor Trustee.....  | 74 |
| Section 10.15. | Acceptance of Trusts by Successor Trustee.....  | 74 |
| Section 10.16. | Successor by Merger or Consolidation .....  | 75 |
| Section 10.17. | Standard of Care .....  | 75 |
| Section 10.18. | Intervention in Litigation of the Issuer .....  | 75 |
| Section 10.19. | Remarketing Agent .....   | 75 |
| Section 10.20. | Qualifications of Remarketing Agent .....   | 76 |
| Section 10.21. | Registrar .....   | 76 |
| Section 10.22. | Qualifications of Registrar; Resignation; Removal .....   | 77 |
| Section 10.23. | Paying Agents .....   | 77 |
| Section 10.24. | Additional Duties of Trustee.....   | 78 |
| <br>           |   |    |
| ARTICLE XI     | REFERENCES TO BANK OR OBLIGOR ON AN ALTERNATE CREDIT<br>FACILITY; EXECUTION OF INSTRUMENTS BY OWNERS AND<br>PROOF OF OWNERSHIP OF BONDS ..... | 78 |
| Section 11.01. | References to Bank or Obligor on an Alternate Credit<br>Facility .....  | 78 |
| Section 11.02. | References to the Insurer .....   | 78 |

|   |           |
|---|-----------|
| Section 11.03. Execution of Instruments; Proof of Ownership .....   | 79        |
| <b>ARTICLE XII MODIFICATION OF THIS INDENTURE AND THE AGREEMENT.....</b>  | <b>79</b> |
| Section 12.01. Supplemental Indentures without Owner Consent .....  | 79        |
| Section 12.02. Supplemental Indentures Requiring Owner Consent.....   | 81        |
| Section 12.03. Effect of Supplemental Indenture .....   | 83        |
| Section 12.04. Consent of the Company and the Bank or the Obligor on an<br>Alternate Credit Facility Required; Consent of Insurer ..... | 83        |
| Section 12.05. Amendment of Agreement without Owner Consent .....   | 84        |
| Section 12.06. Amendment of Agreement Requiring Owner Consent.....  | 86        |
| <b>ARTICLE XIII MISCELLANEOUS.....</b>  | <b>86</b> |
| Section 13.01. Successors of the Issuer .....   | 86        |
| Section 13.02. Parties in Interest.....   | 86        |
| Section 13.03. Severability .....   | 87        |
| Section 13.04. No Personal Liability of Issuer Officials .....  | 87        |
| Section 13.05. Bonds Owned by the Issuer or the Company.....  | 87        |
| Section 13.06. Counterparts .....   | 87        |
| Section 13.07. Governing Law .....  | 87        |
| Section 13.08. Notices .....  | 87        |
| Section 13.09. Holidays .....   | 88        |
| Section 13.10. Purchase of Bonds by Trustee and Remarketing Agent .....   | 88        |
| Section 13.11. Notices to Moody's and S&P .....   | 89        |
| Section 13.12. System of Registration .....   | 89        |
| Testimonium .....   | 90        |
| Signatures and Seals .....  | 90        |

**ATTACHMENTS TO THE TRUST INDENTURE:**

## TRUST INDENTURE

This TRUST INDENTURE is made and entered into as of January 1, 1991, as amended and restated as of June 1, 2010, between LINCOLN COUNTY, WYOMING, a political subdivision duly organized and existing under the Constitution and laws of the State of Wyoming and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association, as trustee.

### RECITALS:

A. In furtherance of its public purposes, the Issuer has entered into a Loan Agreement, dated as of January 1, 1991, as amended and restated, with PacifiCorp, an Oregon corporation, providing for the issuance by the Issuer of the Bonds for the purpose of refunding, in advance of stated maturity, the Prior Bonds.

B. The Agreement provides that the Issuer will issue and sell the Bonds and will use the proceeds of the issuance and sale of the Bonds (other than accrued interest thereon, if any), together with additional moneys to be paid by the Company, to provide for the refunding of the Prior Bonds upon the redemption thereof on the Redemption Date.

C. The execution and delivery of this Indenture and the issuance and sale of the Bonds have been in all respects duly and validly authorized by proper action duly adopted by the governing authority of the Issuer.

D. The execution and delivery of the Bonds and of this Indenture have been duly authorized and all things necessary to make the Bonds, when executed by the Issuer and authenticated by the Trustee, valid and binding legal obligations of the Issuer and to make this Indenture a valid and binding agreement have been done.

### NOW, THEREFORE, THIS TRUST INDENTURE

### WITNESSETH:

### GRANTING CLAUSES

The Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the Owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, and premium, if any, and interest on, the Bonds according to their tenor and effect and to secure the performance and observance by the Issuer of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, mortgage and warrant, and assign, pledge and grant a security interest in, the Trust Estate to the Trustee, and its successors in trust and assigns forever for the benefit of the Owners and to secure the obligation of the Company to reimburse the Bank for draws under the Letter of Credit under the Reimbursement Agreement; *provided* that the benefit, protection and security

provided by this Indenture for the Bank shall be subordinate in each and every case to the benefit, protection and security provided by this Indenture for the Owners of the Bonds:

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, to the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds;

*PROVIDED, HOWEVER*, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of, and premium, if any, and interest on, the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds and as provided in Article VIII hereof according to the true intent and meaning thereof, and shall cause the payments to be made as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof in accordance with Article VIII hereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions hereof, then and in that case this Indenture and the rights hereby granted shall cease, terminate and be void and the Trustee shall thereupon cancel and discharge this Indenture and execute and deliver to the Issuer, the Bank or the Obligor on an Alternate Credit Facility and the Company such instruments in writing as shall be requisite to evidence the discharge hereof, otherwise this Indenture shall be and remain in full force and effect.

THIS TRUST INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the Trust Estate is to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners, from time to time, of the Bonds, or any part thereof, as follows:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

*Section 1.01. Definitions.* The terms defined in this Article I shall have meanings provided herein for all purposes of this Indenture and the Agreement, unless the context clearly requires otherwise.

“*Act*” means Sections 15-1-701 to 15-1-710, inclusive, Wyoming Statutes (1977), as from time to time supplemented and amended.

“*Adjustment Date*” means June 1, 2010.

*“Administration Expenses”* means reasonable compensation and reimbursement of reasonable expenses and advances payable to the Issuer, the Trustee, the Registrar, the Remarketing Agent, the Paying Agent, Moody’s and S&P.

*“Agreement”* or *“Loan Agreement”* means the Loan Agreement, dated as of January 1, 1991, as amended and restated by the Second Supplemental Loan Agreement, dated as of June 1, 2010, each between the Issuer and the Company, as amended and supplemented from time to time.

*“Alternate Credit Facility”* means a credit facility provided in accordance with Section 4.03 of the Agreement other than (i) the Letter of Credit delivered to the Trustee concurrently with the restatement of this Indenture and the remarketing of the Bonds on the Adjustment Date, or (ii) a Substitute Letter of Credit, including, without limitation, a letter of credit of a commercial bank or a credit facility from a financial institution, or a combination thereof, the terms of which shall in all material respects be the same as the aforesaid Letter of Credit and the administrative provisions of which are acceptable to the Trustee, or any other credit agreement or mechanism arranged by the Company (which may involve a letter of credit or other credit facility or a liquidity facility and an Insurance Policy or any combination thereof), the terms of which need not in all material respects be the same as the aforesaid Letter of Credit, but the administrative provisions of which are acceptable to the Trustee, which provides security for payment of the principal and interest on the Bonds when due and for payment of the purchase price of Bonds delivered to the Trustee. An Alternate Credit Facility may have an expiration date earlier than the maturity of the Bonds, but in no event shall such Alternate Credit Facility have an expiration date earlier than one year from the date of its delivery. The Trustee shall give notice to the Remarketing Agent, the Bank and all Owners of Bonds of the proposed delivery of any Alternate Credit Facility in accordance with the provisions of Sections 3.02(c) and 6.04(c) hereof.

*“Authorized Company Representative”* means the Company’s President, any Vice President, its Secretary, any Assistant Secretary, its Treasurer or any Assistant Treasurer and each additional person at the time designated to act on behalf of the Company by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Company by an Authorized Company Representative. Such certificate may designate an alternate or alternates.

*“Authorized Denomination”* means (i) \$100,000 or any integral multiple of \$100,000 (*provided* that one Bond need not be in a multiple of \$100,000 but may be in such denomination greater than \$100,000 as shall be necessary to account for any principal amount of the Bonds not corresponding directly with \$100,000 denominations) when the Bonds bear interest at a Daily or Weekly Interest Rate; (ii) \$100,000 or any integral multiple of \$5,000 in excess of \$100,000 when the Bonds bear interest at a Flexible Interest Rate; and (iii) \$5,000 or integral multiples of \$5,000 when the Bonds bear interest at a Term Interest Rate.

*“Available Moneys”* means (a) during such time as a Letter of Credit or an Alternate Credit Facility is in effect, (i) moneys on deposit in trust with the Trustee as agent and bailee for the Owners of the Bonds for a period of at least 123 days prior to and during which no petition in

bankruptcy or similar insolvency proceeding has been filed by or against the Company or the Issuer (or any subsidiary of the Company, any guarantor of the Company or any insider (as defined in the United States Bankruptcy Code), to the extent that such moneys were deposited by any of such subsidiary, guarantor or insider) or is pending (unless such petition shall have been dismissed and such dismissal shall be final and not subject to appeal) and (ii)(A) proceeds of the issuance of refunding bonds (including proceeds from the investment thereof), and (B) any other moneys, if, in the written opinion of nationally recognized counsel experienced in bankruptcy matters selected by the Company (which opinion shall be in a form acceptable to the Trustee, to Moody's, if the Bonds are then rated by Moody's, and to S&P, if the Bonds are then rated by S&P and shall be delivered to the Trustee at or prior to the time of the deposit of such proceeds with the Trustee), the deposit and use of such proceeds (referred to in clause (A) above) or other moneys (referred to in clause (B) above) will not constitute a voidable preference under Section 547 of the United States Bankruptcy Code in the event either the Issuer or the Company were to become a debtor under the United States Bankruptcy Code, and (b) at any time that a Letter of Credit or an Alternate Credit Facility is not in effect, any moneys on deposit with the Trustee as agent and bailee for the Owners of the Bonds and proceeds from the investment thereof.

*"Bank"* means the commercial bank, its successors and assigns, which issues the Letter of Credit or Substitute Letter of Credit. The issuer of the initial Letter of Credit is Wells Fargo Bank, National Association. In the event of delivery of an Alternate Credit Facility, *"Bank"* shall, unless the context otherwise requires, include reference to the issuer of such Alternate Credit Facility.

*"Bank Default"* means any of the following events:

(a) the failure of the Bank to pay a drawing on the Letter of Credit in accordance with the terms thereof;

(b) a decree or order of a court or agency or supervisory authority having jurisdiction over the Bank in an involuntary case under any present or future federal or state bankruptcy, insolvency, debt adjustment or similar law or the appointment of a conservator or receiver or liquidator or similar official in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceeding, or for the winding-up or liquidation of its affairs, shall have been entered against the Bank;

(c) the Bank shall commence a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or the Bank shall consent or acquiesce to the appointment of a conservator or receiver or liquidator or similar official in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceeding(s) of or relating to it or of or relating to all or substantially all of its property; or

(d) the Bank shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency or



reorganization statute, make an assignment for the benefit of its creditors, or voluntarily suspend payment of its obligations.

“*Beneficial Owner*” has, when the Bonds are held in book-entry form, the meaning ascribed to such term in Section 2.10 hereof.

“*Bond*” or “*Bonds*” means the Issuer’s \$45,000,000 Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1991, issued pursuant to this Indenture.

“*Bond Counsel*” means Chapman and Cutler LLP or any other firm of nationally recognized bond counsel familiar with the type of transactions contemplated under this Indenture selected by the Company and acceptable to the Trustee.

“*Bond Documents*” means this Indenture, the Agreement and the Bonds.

“*Bond Fund*” means the trust fund by that name created pursuant to Section 6.01 hereof.

“*Bond Payment Date*” means any Interest Payment Date and any other date on which the principal of, and premium, if any, and interest on, the Bonds is to be paid to the Owners thereof, whether upon redemption, at maturity or upon acceleration of maturity of the Bonds.

“*Bond Resolution*” means the resolution duly adopted and approved by the Board of County Commissioners of the Issuer on January 9, 1991, authorizing the issuance and sale of the Bonds and the execution of this Indenture and the Agreement.

“*Business Day*” means a day except a Saturday, Sunday or other day (a) on which commercial banks located in the cities in which the Principal Office of the Bank (or the Principal Office of the Obligor on an Alternate Credit Facility, as the case may be), the Principal Office of the Trustee, the Principal Office of the Remarketing Agent or the Principal Office of the Paying Agent are located are required or authorized by law to remain closed or are closed, or (b) on which The New York Stock Exchange, Inc. is closed.

“*Clerk*” means the County Clerk of the Issuer.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a section of the Code herein shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such section which are applicable to the Bonds or the use of the proceeds thereof.

“*1954 Code*” means the Internal Revenue Code of 1954, as amended. Each reference to a section of the 1954 Code herein shall be deemed to include the United States Treasury Regulations, including temporary and proposed regulations, relating to such section which are applicable to the Bonds or the use of the proceeds thereof.

“*Company*” means PacifiCorp, a corporation organized and existing under the laws of the State of Oregon, its successors and assigns.

*"Company Mortgage"* means the Mortgage and Deed of Trust, dated as of January 9, 1989, between the Company and the Company Mortgage Trustee, as heretofore and hereafter supplemented and amended. Upon delivery of any Substitute Collateral, references herein and in the Agreement to Company Mortgage shall also mean the mortgage and deed of trust or other agreement pursuant to which the Substitute Collateral is issued, except as may be otherwise provided in a Supplemental Indenture entered into pursuant to Section 12.01(l) hereof or a supplement to the Agreement entered into pursuant to Section 12.05(e) hereof.

*"Company Mortgage Trustee"* means The Bank of New York Mellon Trust Company, N.A., as successor trustee under the Company Mortgage, its successors in trust and their assigns. Upon delivery of any Substitute Collateral, references herein and in the Agreement to Company Mortgage Trustee shall also mean the trustee with respect to such Substitute Collateral, except as may be otherwise provided in a Supplemental Indenture entered into pursuant to Section 12.01(l) hereof or a supplement to the Agreement entered into pursuant to Section 12.05(e) hereof.

*"Company Supplemental Indenture"* means the Fifteenth Supplemental Indenture, dated as of June 1, 2003, supplementing the Company Mortgage and providing for the issuance of the First Mortgage Bonds.

*"Costs"* means all fees and reasonable costs and expenses incurred in connection with the Refunding and the issuance of the Bonds, to be paid by the Company from moneys other than moneys arising from the sale of the Bonds or moneys provided under the Letter of Credit or an Alternate Credit Facility, as the case may be.

*"Custody Account"* has the meaning assigned such term in Section 3.06(a)(ii) hereof.

*"Daily Interest Rate"* means the variable interest rate on the Bonds established pursuant to Section 2.02(b) hereof.

*"Daily Interest Rate Period"* means each period during which a Daily Interest Rate is in effect.

*"Delivery Office of the Trustee"* means the office designated as such by the Trustee in writing to the Remarketing Agent, the Registrar, the Issuer, the Bank (or the Obligor on an Alternate Credit Facility, as the case may be), and the Company. If there is no book-entry system in effect for the Bonds, the Delivery Office of the Trustee shall be an office of the Trustee located in New York, New York.

*"Determination of Taxability"* has the meaning set forth in Section 8.03 of the Agreement. The Trustee shall give notice of a Determination of Taxability as provided in Section 10.05 hereof.

*"DTC"* means The Depository Trust Company and its successors and assigns.

*"DTC Participants"* means those broker-dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository.

