

Docket UE-950490

**Notice of Termination for Letter of Credit Agreements Dated March 8, 2019
Between PacifiCorp and The Bank of Nova Scotia**

**\$24,400,000 Sweetwater County, Wyoming Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1995**



BNY MELLON

Corporate Trust
2 N LaSalle Street, Suite 700
Chicago, IL 60602

March 8, 2019

VIA UPS

The Bank of Nova Scotia
250 Vesey Street
New York, NY 10281
Attn : Standby Letter of Credit Department

Re: Sweetwater 1995 – Letter of Credit No 93444/80085 Termination

Dear Letter of Credit Department:

In connection with the termination of the Letter of Credit on March 8, 2019, the Trustee hereby surrenders to you the Letter of Credit listed below on March 11, 2019.

Irrevocable Transferable Direct Pay Letter of Credit No. 93444/80085 (Sweetwater Series 1995)

I can be contacted at (312) 827-1358 if you have any questions.

Sincerely,

Cynthia Reis
Vice President

cc:
Frank Sandler
Scotia Bank
250 Vesey Street, Floor 23
New York, NY 10281
(No enclosures)

Kristi Olsen
PacifiCorp
825 N.E. Multnomah, Suite 1900
Portland, OR 97232
(No enclosures)



EXHIBIT 5

TERMINATION CERTIFICATE

The undersigned, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A., as Trustee (the "*Trustee*"), hereby certifies to The Bank of Nova Scotia (the "*Bank*"), with reference to Irrevocable Transferable Direct Pay Letter of Credit No. 93444/80085 (the "*Letter of Credit*"; the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Trustee, as follows:

- (1) The Trustee is the Trustee under the Indenture for the holders of the Bonds.
- (2) The conditions to termination of the Letter of Credit set forth in the Indenture have been satisfied, and accordingly, said Letter of Credit has terminated in accordance with its terms.*****
- (3) The original of the Letter of Credit and all amendments thereto are returned herewith.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the 8th day of March, 20 19.

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

By: Cynthia Nas
Its: Vice president

***** To be used upon cancellation due to the Trustee's acceptance of an Alternate Credit Facility pursuant to the Indenture, upon Trustee's confirmation that no Bonds remain outstanding or upon termination pursuant to Section 6.06 of the Indenture.



THE BANK OF NOVA SCOTIA
New York Agency

One Liberty Plaza, New York, N.Y. 10006

IRREVOCABLE TRANSFERABLE DIRECT PAY LETTER OF CREDIT NO.
93444/80085

Date: March 26, 2013

Amount: USD 24,801,096.00

Expiration Date: March 26, 2015

Beneficiary:

The Bank of New York Mellon Trust
Company, N.A.
as Trustee
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602, USA
Attention: Global Corporate Trust

Applicant:

PacifiCorp
825 N.E. Multnomah Street, Suite 1900
Portland, Oregon 97232-4116, USA

Dear Sir or Madam:

We hereby issue our Irrevocable Transferable Direct Pay Letter of Credit No. 93444/80085 ("*Letter of Credit*") at the request and for the account of PacifiCorp (the "*Company*") pursuant to that certain Letter of Credit and Reimbursement Agreement, dated as of March 26, 2013, between the Company and us (as amended, supplemented or otherwise modified from time to time being herein referred to as the "*Reimbursement Agreement*"), in your favor, as Trustee under the Trust Indenture, dated as of November 1, 1995, as amended and supplemented by the First Supplemental Trust Indenture, dated as of February 1, 2002 (as amended, supplemented or otherwise modified from time to time, the "*Indenture*"), between Sweetwater County, Wyoming (the "*Issuer*") and you as Trustee for the benefit of the Bondholders referred to therein, pursuant to which USD 24,400,000.00 in aggregate principal amount of the Issuer's Environmental Improvement Revenue Bonds (PacifiCorp Project) Series 1995 (the "*Bonds*") were issued. This Letter of Credit is only available to be drawn upon with respect to Bonds bearing interest at a daily rate or a weekly rate pursuant to the Indenture. This Letter of Credit is in the total amount of USD 24,801,096.00 (subject to adjustment as provided below).

This Letter of Credit shall be effective immediately and shall expire upon the earliest to occur of (i) March 26, 2015, or if not a Business Day, the next succeeding Business Day (the "*Stated Expiration Date*"), (ii) four business days following your receipt of written notice from us (A) notifying you of the occurrence and continuance of an Event of Default under the

Reimbursement Agreement and stating that such notice is given pursuant to Section 9.01(f) of the Indenture or (B) notifying you, not later than the ninth Business Day following the date we honor a Regular Drawing drawn against the Interest Component, that we will not reinstate the Letter of Credit in the amount of said interest drawing and stating that such notice is given pursuant to Section 9.01(g) of the Indenture, (iii) the date on which we receive a written and completed certificate signed by you in the form of Exhibit 5 attached hereto, (iv) the date which is 15 days following the Conversion Date for all Bonds remaining outstanding to an interest rate mode other than a daily rate or a weekly rate pursuant to the Indenture as such date is specified in a written and completed certificate signed by you in the form of Exhibit 6 attached hereto and (v) the date on which we receive and honor a written and completed certificate signed by you in the form of Exhibit 1, Exhibit 2 or Exhibit 3 attached hereto, stating that the drawing thereunder is the final drawing under the Letter of Credit (such earliest date being the "*Cancellation Date*").

Prior to the Cancellation Date, we may extend the Stated Expiration Date from time to time at the request of the Company, by delivering to you an amendment to this Letter of Credit in the form of Exhibit 8 attached hereto designating the date to which the Stated Expiration Date is being extended. Each such extension of the Stated Expiration Date shall become effective on the date of such amendment and thereafter all references in this Letter of Credit to the Stated Expiration Date shall be deemed to be references to the date designated as such in such amendment. Any date to which the Stated Expiration Date has been extended as herein provided may be extended in a like manner.

The aggregate amount which may be drawn under this Letter of Credit, subject to reductions in amount and reinstatement as provided below, is USD 24,801,096.00, of which the aggregate amounts set forth below may be drawn as indicated.

(i) An aggregate amount not exceeding USD 24,400,000.00, as such amount may be reduced and restored as provided below, may be drawn in respect of payment of principal of the Bonds (or the portion of the purchase price of Bonds corresponding to principal) (the "*Principal Component*").

(ii) An aggregate amount not exceeding USD 401,096.00, as such amount may be reduced and restored as provided below, may be drawn in respect of the payment of up to 50 days' interest on the principal amount of the Bonds computed at a maximum rate of 12% *per annum* calculated on the basis of a 365-day year (or the portion of the purchase price of Bonds corresponding thereto) (the "*Interest Component*").

The Principal Component and the Interest Component shall be reduced effective upon our receipt of a certificate in the form of Exhibit 4 attached hereto completed in strict compliance with the terms hereof.

The presentation of a certificate requesting a drawing hereunder, in strict compliance with the terms hereof shall be a "*Drawing*"; a Drawing in respect of a regularly scheduled interest payment or payment of principal of and interest on the Bonds upon scheduled or accelerated maturity shall be a "*Regular Drawing*"; a Drawing to pay principal of and interest on Bonds upon redemption of the Bonds in whole or in part shall be a "*Redemption Drawing*"; and

a Drawing to pay the purchase price of Bonds in accordance with Section 3.01(a), 3.01(b), 3.02(a)(i), 3.02(a)(iii) or 3.02(a)(iv) of the Indenture shall be a "**Tender Drawing**".

Upon our honoring of any Regular Drawing hereunder, the Principal Component and the Interest Component shall be reduced immediately following such honoring, in each case by an amount equal to the respective component of the amount specified in such certificate; *provided, however,* that, unless the Cancellation Date shall have occurred, the amount of any Regular Drawing hereunder drawn against the Interest Component shall be automatically reinstated as of our close of business in New York, New York on the ninth business day following the date of such honoring by such amount so drawn against the Interest Component, unless you shall have received written notice from us no later than the ninth business day following the date of such honoring that there shall be no such reinstatement.

Upon our honoring of any Redemption Drawing hereunder, the Principal Component shall be reduced immediately following such honoring by an amount equal to the principal amount of the Bonds to be redeemed with the proceeds of such Redemption Drawing and the Interest Component shall be reduced immediately following such honoring by an amount equal to 50 days' interest on such principal amount of the Bonds to be redeemed computed at a maximum rate of 12% *per annum* calculated on the basis of a 365-day year.

Upon our honoring of any Tender Drawing hereunder, the Principal Component and the Interest Component shall be reduced immediately following such honoring, in each case by an amount equal to the respective component of the amount specified in such certificate. Unless the Cancellation Date shall have occurred, promptly upon our having been reimbursed by or for the account of the Company in respect of any Tender Drawing, together with interest, if any, owing thereon pursuant to the Reimbursement Agreement, the Principal Component and the Interest Component, respectively, shall be reinstated when and to the extent of such reimbursement. Upon your telephone request, we will confirm reinstatement pursuant to this paragraph.

Funds under this Letter of Credit are available to you against the appropriate certificate specified below, duly executed by you and appropriately completed.

<u>Type of Drawing</u>	<u>Exhibit Setting Forth Form of Certificate Required</u>
Regular Drawing	<u>Exhibit 1</u>
Tender Drawing	<u>Exhibit 2</u>
Redemption Drawing	<u>Exhibit 3</u>

Drawing certificates and other certificates hereunder shall be dated the date of presentation and shall be presented on a business day (as hereinafter defined) by delivery via a nationally recognized overnight courier to our office located at The Bank of Nova Scotia, New York Agency, One Liberty Plaza, New York, New York 10006, Standby Letter of Credit Department (or at any other office which may be designated by us by written notice delivered to

you at least 15 days prior to the applicable date of Drawing) (the "**Bank's Office**"). The certificates you are required to submit to us may be submitted to us by facsimile transmission to the following numbers: (212) 225-6464 and (212) 225-5709, or any other facsimile number(s) which may be designated by us by written notice delivered to you at least 15 days prior to the applicable date of Drawing. You shall use your best efforts to confirm such notice of a Drawing by telephone to one of the following numbers (or any other telephone number which may be designated by us by written notice delivered to you at least 15 days prior to the applicable date of Drawing): (212) 225-5424 or (212) 225-5705, but such telephonic notice shall not be a condition to a Drawing hereunder. If we receive your certificate(s) at such office, all in strict conformity with the terms and conditions of this Letter of Credit, (i) with respect to any Regular Drawing or Redemption Drawing, at or before 1:30 P.M. (New York City time), we will honor such Drawing(s) at or before 1:00 P.M. (New York City time), on the next succeeding business day, and (ii) with respect to any Tender Drawing, at or before 11:00 A.M. (New York City time), on a business day on or before the Cancellation Date, we will honor such Drawing(s) at or before 2:30 P.M. (New York City time) on the same business day, in accordance with your payment instructions; *provided, however*, that you will use your best efforts to give us telephonic notification of any such pending presentation to the telephone numbers designated above, with respect to any Regular Drawing, Redemption Drawing or Tender Drawing, at or before 10:30 A.M. (New York City time) on the same business day. If we receive your certificate(s) at such office, all in strict conformity with the terms and conditions of this Letter of Credit (i) after 1:30 P.M. (New York City time), in the case of a Regular Drawing or a Redemption Drawing, on any business day on or before the Cancellation Date, we will honor such certificate(s) at or before 1:00 P.M. (New York City time) on the second succeeding business day, or (ii) after 11:00 A.M. (New York City time), in the case of a Tender Drawing, on any business day on or before the Cancellation Date, we will honor such certificate(s) at or before 2:00 P.M. (New York City time) on the next succeeding business day. Payment under this Letter of Credit will be made by wire transfer of Federal Funds to your account with any bank that is a member of the Federal Reserve System. All payments made by us under this Letter of Credit will be made with our own funds and not with any funds of the Company, its affiliates or the Issuer. As used herein, "**business day**" means a day except a Saturday, Sunday or other day (i) on which banking institutions in the city or cities in which the designated office under the Indenture of the Trustee, the remarketing agent under the Indenture or the paying agent under the Indenture or the office of the Bank which will honor draws upon this Letter of Credit are located are required or authorized by law or executive order to close or are closed, or (ii) on which the New York Stock Exchange, the Company or remarketing agent under the Indenture is closed.

This Letter of Credit is transferable in its entirety (but not in part) to any transferee who has succeeded you as Trustee under the Indenture, and such transferred Letter of Credit may be successively transferred to any successor Trustee thereunder, but may not be assigned, transferred or conveyed under any other circumstance. Transfer of the available balance under this Letter of Credit to such transferee shall be effected by the presentation to us of this Letter of Credit and all amendments hereto, accompanied by a certificate in the form set forth in Exhibit 7. Upon such transfer, we will endorse the transfer on the reverse of this Letter of Credit and forward it directly to such transferee with our customary notice of transfer. In connection with such transfer, a transfer fee will be charged to the account of the Applicant, but the payment of such fee will not be a condition to the effectiveness of such transfer.

This Letter of Credit may not be transferred to any person with which U.S. persons are prohibited from doing business under U.S. Foreign Assets Control Regulations or other applicable U.S. laws and Regulations.

Except as otherwise provided herein, this Letter of Credit shall be governed by and construed in accordance with International Standby Practices, Publication No. 590 of the International Chamber of Commerce ("*ISP98*"). As to matters not covered by *ISP98* and to the extent not inconsistent with *ISP98* or made inapplicable by this Letter of Credit, this Letter of Credit shall be governed by the laws of the State of New York, including the Uniform Commercial Code as in effect in the State of New York.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Bonds and the Indenture), except only the certificates referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except for such certificates. Whenever and wherever the terms of this Letter of Credit shall refer to the purpose of a Drawing hereunder, or the provisions of any agreement or document pursuant to which such Drawing may be made hereunder, such purpose or provisions shall be conclusively determined by reference to the statements made in the certificate accompanying such Drawing.

Bruce Bleier B61

Authorized Signature
Name: Bruce Bleier
Title: Director

Valma Pindling P110

Authorized Signature
Name: Valma Pindling
Title: Sr. Manager

EXHIBIT 1

REGULAR DRAWING CERTIFICATE

The undersigned, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A., as Trustee (the "*Trustee*"), hereby certifies as follows to The Bank of Nova Scotia (the "*Bank*"), with reference to Irrevocable Transferable Direct Pay Letter of Credit No. 93444/80085 (the "*Letter of Credit*"), issued by the Bank in favor of the Trustee. Terms defined in the Letter of Credit and used but not defined herein shall have the meanings given them in the Letter of Credit.

(1) The Trustee is the Trustee under the Indenture for the holders of the Bonds.

(2) The respective amounts of principal of and interest on the Bonds, which do not exceed the Principal Component and Interest Component, respectively, under the Letter of Credit, which are due and payable (or which have been declared to be due and payable) and with respect to the payment of which the Trustee is presenting this Certificate, are as follows:

Principal: US\$ _____

Interest: US\$ _____

(3) The respective portions of the amount of this Certificate in respect of payment of principal of and interest on the Bonds have been computed in accordance with (and this Certificate complies with) the terms and conditions of the Bonds and the Indenture.

(4) Please send the payment requested hereunder by wire transfer to [insert wire transfer instructions].

[(5) This Certificate is being presented upon the [scheduled maturity of the Bonds] [accelerated maturity of the Bonds pursuant to the Indenture]* and is the final Drawing under the Letter of Credit in respect of principal of and interest on the Bonds. Upon the honoring of this Certificate, the Letter of Credit will expire in accordance with its terms. The original of the Letter of Credit, together with all amendments, is returned herewith.]**

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the ____ day of _____, 20__.

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

By: _____

Title: _____

* Insert appropriate bracketed language.

** To be used upon scheduled or accelerated maturity of the Bonds.

EXHIBIT 2

TENDER DRAWING CERTIFICATE

The undersigned, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A., as Trustee (the "*Trustee*"), hereby certifies as follows to The Bank of Nova Scotia (the "*Bank*"), with reference to Irrevocable Transferable Direct Pay Letter of Credit No. 93444/80085 (the "*Letter of Credit*"), issued by the Bank in favor of the Trustee. Terms defined in the Letter of Credit and used but not defined herein shall have the meanings given them in the Letter of Credit.

- (1) The Trustee is the Trustee under the Indenture for the holders of the Bonds.
- (2) The amount of the Tender Drawing under this Certificate to pay the portion of the purchase price of the Bonds corresponding to principal as of _____ (the "*Purchase Date*") is USD _____, which does not exceed the Principal Component under the Letter of Credit.
- (3) The amount of the Tender Drawing under this Certificate to pay the portion of the purchase price of the Bonds corresponding to interest due as of the Purchase Date is USD _____,*** which does not exceed the Interest Component under the Letter of Credit.
- (4) The total amount of the Tender Drawing under this Certificate is USD _____.
- (5) The respective portions of the total amount of this Certificate have been computed in accordance with (and this Certificate complies with) the terms and conditions of the Bonds and the Indenture.
- (6) The Trustee or the Custodian under the Custodian and Pledge Agreement referred to below will register or cause to be registered in the name of the Company, upon payment of the amount drawn hereunder, Bonds in the principal amount of the Bonds being purchased with the amounts drawn hereunder and will hold such Bonds in accordance with the provisions of the Custodian and Pledge Agreement, dated as of March 26, 2013, among the Company, the Bank and The Bank of New York Mellon Trust Company, N.A., as Custodian, as amended or otherwise modified from time to time.
- (7) Please send the payment requested hereunder by wire transfer to [insert wire transfer instructions].

*** Assuming payment under the Letter of Credit pursuant to a Regular Drawing for interest on the Bonds due and payable on or after the date of this Certificate but prior to the Purchase Date.

[(8) This Certificate is being presented upon the occurrence of a mandatory purchase under either Section 3.02(a)(iii) or 3.02(a)(iv) of the Indenture and is the final Drawing under the Letter of Credit. Upon the honoring of this Certificate, the Letter of Credit will expire in accordance with its terms. The original of the Letter of Credit, together with all amendments, is returned herewith.]****

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the ____ day of _____, 20__.

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

By: _____

Its: _____

CANCELED

**** To be included if Certificate is being presented in connection with a mandatory purchase of the Bonds under either Section 3.02(a)(iii) or 3.02(a)(iv) of the Indenture but only if no further draws under the Letter of Credit are required pursuant to the Indenture on or prior to the Purchase Date.

EXHIBIT 3

REDEMPTION DRAWING CERTIFICATE

The undersigned, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A., as Trustee (the "*Trustee*"), hereby certifies as follows to The Bank of Nova Scotia (the "*Bank*"), with reference to Irrevocable Transferable Direct Pay Letter of Credit No. 93444/80085 (the "*Letter of Credit*"), issued by the Bank in favor of the Trustee. Terms defined in the Letter of Credit and used but not defined herein shall have the meanings given them in the Letter of Credit.

- (1) The Trustee is the Trustee under the Indenture for the holders of the Bonds.
- (2) The amount of the Redemption Drawing to pay the portion of the redemption price of the Bonds corresponding to principal is USD _____, which does not exceed the Principal Component under the Letter of Credit.
- (3) The amount of the Redemption Drawing under this Certificate to pay the portion of the redemption price of the Bonds corresponding to interest is USD _____, which does not exceed the Interest Component under the Letter of Credit.
- (4) The total amount of the Redemption Drawing under this Certificate is USD _____.
- (5) The respective portions of the total amount of this Certificate have been computed in accordance with (and this Certificate complies with) the terms and conditions of the Bonds and the Indenture.
- (6) Please send the payment requested hereunder by wire transfer to [insert wire transfer instructions].
- [(7) This Certificate is the final Drawing under the Letter of Credit and, upon the honoring of such Certificate, the Letter of Credit will expire in accordance with its terms. The original of the Letter of Credit, together with all amendments, is returned herewith.]******

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the ____ day of _____, 20__.

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

By: _____
Its: _____

**** To be used upon optional or mandatory redemption of the Bonds in full.

EXHIBIT 4

REDUCTION CERTIFICATE

The undersigned, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A., as Trustee (the "*Trustee*"), hereby certifies as follows to The Bank of Nova Scotia (the "*Bank*"), with reference to Irrevocable Transferable Direct Pay Letter of Credit No. 93444/80085 (the "*Letter of Credit*"), issued by the Bank in favor of the Trustee. Terms defined in the Letter of Credit and used but not defined herein shall have the meanings given them in the Letter of Credit.

- (1) The Trustee is the Trustee under the Indenture for the holders of the Bonds.
- (2) The aggregate principal amount of the Bonds outstanding (as defined in the Indenture) has been reduced to USD _____.
- (3) The Principal Component is hereby correspondingly reduced to USD _____.
- (4) The Interest Component is hereby reduced to USD _____, equal to 50 days' interest on the reduced amount of principal set forth in paragraph (2) hereof computed at a maximum rate of 12% *per annum* calculated on the basis of a 365-day year.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the ____ day of _____, 20__.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee
By: _____
Its: _____

EXHIBIT 6

NOTICE OF CONVERSION

The undersigned, a duly authorized officer of The Bank of New York Mellon Trust Company, N.A. (the "*Trustee*"), hereby certifies to The Bank of Nova Scotia (the "*Bank*"), with reference to Irrevocable Transferable Direct Pay Letter of Credit No. 93444/80085 (the "*Letter of Credit*"; the terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Trustee, as follows:

- (1) The Trustee is the Trustee under the Indenture for the holders of the Bonds.
- (2) The interest rate on all Bonds remaining outstanding have been converted to a rate other than a daily rate or a weekly rate pursuant to the Indenture on _____ (the "*Conversion Date*"), and accordingly, said Letter of Credit shall terminate fifteen (15) days after such Conversion Date in accordance with its terms.
- (3) The original of the Letter of Credit and all amendments thereto are returned herewith.

IN WITNESS WHEREOF, the Trustee has executed and delivered this Certificate as of the _____ day of _____, 20____.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Trustee
By: _____
Its: _____

CANCELLED

EXHIBIT 7

INSTRUCTIONS TO TRANSFER

_____, 20__

The Bank of Nova Scotia
New York Agency
One Liberty Plaza
New York, New York 10006

RE: The Bank of Nova Scotia, New York Agency Irrevocable Transferable Direct Pay
Letter of Credit No. 93444/80085

Ladies and Gentlemen:

The undersigned, as Trustee under the Trust Indenture, dated as of November 1, 1995, as amended and supplemented by the First Supplemental Trust Indenture, dated as of February 1, 2002 (as amended, supplemented or otherwise modified from time to time, the "*Indenture*"), between Sweetwater County, Wyoming and The Bank of New York Mellon Trust Company, N.A., is named as beneficiary in the Letter of Credit referred to above (the "*Letter of Credit*"). The transferee named below has succeeded the undersigned as Trustee under the Indenture.

CANCELLED

(Name of Transferee)

(Address)

Therefore, for value received, the undersigned hereby irrevocably instructs you to transfer to such transferee all rights of the undersigned to draw under the Letter of Credit.

By this transfer, all rights of the undersigned in the Letter of Credit are transferred to such transferee and such transferee shall hereafter have the sole rights as beneficiary under the Letter of Credit; *provided, however*, that no rights shall be deemed to have been transferred to such transferee until such transfer complies with the requirements of the Letter of Credit pertaining to transfers. The undersigned transferor confirms that the transferor no longer has any rights under or interest in the Letter of Credit. All amendments are to be advised directly to the transferee without the necessity of any consent of or notice to the undersigned transferor.

CANCELLED

The original of such Letter of Credit and all amendments are being returned herewith, and in accordance therewith we ask you to endorse the within transfer on the reverse thereof and forward it directly to the transferee with your customary notice of transfer.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate as of the ____ day of _____, 20__.

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

By: _____

Its: _____

[NAME OF TRANSFEREE], as transferee

By: _____

Its: _____

CANCELLED

EXHIBIT 8

EXTENSION AMENDMENT

The Bank of Nova Scotia
New York Agency
One Liberty Plaza
New York, New York 10006

IRREVOCABLE TRANSFERABLE DIRECT PAY LETTER OF CREDIT NO. 93444/80085

Dated: _____

Beneficiary:
The Bank of New York Mellon Trust
Company, N.A., as Trustee
2 North LaSalle Street, Suite 1920
Chicago, Illinois 60602, USA
Attention: Global Corporate Trust

Applicant:
PacifiCorp
825 N.E. Multnomah Street, Suite 1900
Portland, Oregon 97232-4116, USA

CANCELED

We hereby amend our Irrevocable Transferable Direct Pay Letter of Credit Number 93444/80085 as follows:

Amendment Sequence Number: _____

Stated Expiration Date is extended to: _____

All other terms and conditions remain unchanged. This Amendment is to be considered an integral part of the Letter of Credit and must be attached thereto.

THE BANK OF NOVA SCOTIA, NEW YORK AGENCY

Authorized Signature

Authorized Signer

Authorized Signature

Authorized Signer

CANCELED

SWEETWATER
1995



**THE BANK OF NOVA SCOTIA
New York Agency**

250 Vesey Street, New York, N.Y. 10281

EXHIBIT 8

EXTENSION AMENDMENT

The Bank of Nova Scotia
New York Agency
250 Vesey Street
New York, New York 10281

IRREVOCABLE TRANSFERABLE DIRECT PAY LETTER OF CREDIT NO. 93444/80085

CANCELED

Dated: February 13, 2015

Beneficiary:

The Bank of New York Mellon Trust Company,
N.A., as Trustee
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602, USA
Attention: Global Corporate Trust

Applicant:

PacifiCorp
825 N.E. Multnomah Street, Suite 1900
Portland, Oregon 97232-4116, USA

We hereby amend our Irrevocable Transferable Direct Pay Letter of Credit Number 93444/80085 as follows:

Amendment Sequence Number: 1

Stated Expiration Date is extended to: March 26, 2017.

All other terms and conditions remain unchanged. This Amendment is to be considered an integral part of the Letter of Credit and must be attached thereto.

THE BANK OF NOVA SCOTIA, NEW YORK AGENCY

Authorized Signature

Authorized Signature

CANCELED



EXHIBIT 8

EXTENSION AMENDMENT

The Bank of Nova Scotia
New York Agency
250 Vesey Street
New York, New York 10281

IRREVOCABLE TRANSFERABLE DIRECT PAY LETTER OF CREDIT NO. 93444/80085

Dated: January 18, 2017

Beneficiary:

The Bank of New York Mellon Trust Company,
N.A., as Trustee
2 North LaSalle Street, Suite 1020
Chicago, Illinois 60602, USA
Attention: Global Corporate Trust

Applicant:

PacifiCorp
825 N.E. Multnomah Street, Suite 1900
Portland, Oregon 97232-4116, USA

We hereby amend our Irrevocable Transferable Direct Pay Letter of Credit Number 93444/80085 as follows:

Amendment Sequence Number: 2

Stated Expiration Date is extended to: March 26, 2019.

All other terms and conditions remain unchanged. This Amendment is to be considered an integral part of the Letter of Credit and must be attached thereto.

THE BANK OF NOVA SCOTIA, NEW YORK AGENCY


Authorized Signature *U/P31*


Authorized Signature *W0666*