

## REMARKETING AGREEMENT

Dated May 22, 2013

\$8,500,000  
City of Forsyth, Rosebud County, Montana  
Flexible Rate Demand Pollution Control  
Revenue Bonds  
(PacifiCorp Colstrip Project)  
Series 1986

\$22,000,000  
Lincoln County, Wyoming  
Environmental Improvement Revenue Bonds  
(PacifiCorp Project)  
Series 1995

PacifiCorp  
Suite 1900  
825 NE Multnomah  
Portland, OR 97232

To the Addressee:

This is to confirm the agreement between Morgan Stanley & Co. LLC and PacifiCorp, an Oregon corporation (the "Company"), for Morgan Stanley & Co. LLC to act as exclusive remarketing agent (the "Remarketing Agent") in connection with the offering and sale of the Bonds from time to time in the secondary market. The Bonds consist of \$8,500,000 in aggregate principal amount of City of Forsyth, Rosebud County, Montana Flexible Rate Demand Pollution Control Revenue Bonds (PacifiCorp Colstrip Project), Series 1986 (the "Forsyth Bonds") and \$22,000,000 in aggregate principal amount of Lincoln County, Wyoming Environmental Improvement Revenue Bonds (PacifiCorp Project), Series 1995 (the "Lincoln Bonds" and, collectively with the Forsyth Bonds, the "Bonds"). Lincoln County, Wyoming ("Lincoln County") and the City of Forsyth, Rosebud County, Montana (the "City of Forsyth") are collectively referred to herein as the "Issuer."

The Forsyth Bonds will be remarketed under and are secured by a Trust Indenture, dated as of December 1, 1986, as amended and restated as of June 1, 2003 (the "Forsyth Indenture"), between the City of Forsyth and The Bank of New York Mellon Trust Company, N.A., as successor trustee (in its capacity as trustee under the Forsyth Indenture, the "Forsyth Trustee"). The Lincoln Bonds will be remarketed under and are secured by a Trust Indenture, dated as of November 1, 1995, as amended and restated as of June 1, 2003 (the "Lincoln Indenture," and collectively with the Forsyth Indenture, the "Bond Indenture"), between Lincoln County and The Bank of New York Mellon Trust Company, N.A., as successor trustee (in its capacity as trustee under the Lincoln Indenture, the "Lincoln Trustee" and, collectively with the Forsyth Trustee, the "Bond Trustee"). The City of Forsyth loaned the proceeds of the Forsyth Bonds to the Company under a Loan Agreement, dated as of December 1, 1986, as amended and restated as of June 1, 2003 (the "Forsyth Loan Agreement"), between the City of Forsyth and the Company in order to finance certain qualifying air and water pollution control facilities (the "Forsyth Bonds Project"). Lincoln County loaned the proceeds of the Lincoln Bonds to the Company under a Loan Agreement dated as of November 1, 1995, as amended and restated as of June 1, 2003 (the "Lincoln Loan Agreement" and, collectively with the Forsyth Loan Agreement, the "Loan

Agreement”), between Lincoln County and the Company in order to finance certain qualifying air and water pollution control facilities (the “Lincoln Bonds Project” and, collectively with the Forsyth Bonds Project, the “Projects”). To evidence its obligation to repay such loans, the Company executed and delivered to the Forsyth Trustee its First Mortgage and Collateral Bonds, Second 2003 Series (the “Forsyth First Mortgage Bonds”) in a principal amount equal to the principal amount of the Forsyth Bonds, and executed and delivered to the Lincoln Trustee its First Mortgage and Collateral Bonds, Sixth 2003 Series (the “Lincoln First Mortgage Bonds” and, collectively with the Forsyth First Mortgage Bonds, the “First Mortgage Bonds”) in a principal amount equal to the principal amount of the Lincoln Bonds. The First Mortgage Bonds were issued under the Mortgage and Deed of Trust, dated as of January 9, 1989, between the Company and The Bank of New York Mellon Trust Company, N.A., as successor trustee (in such capacity, the “Mortgage Trustee”), as supplemented and amended from time to time, including as supplemented by the Fifteenth Supplemental Indenture, dated as of June 1, 2003 (the “Fifteenth Supplemental Indenture”), all collectively referred to as the “Company Mortgage.”

The Bonds are being remarketed hereunder following the mandatory purchase of the Bonds from the Holders thereof in connection with the adjustment of the interest rate period for the Bonds, as described herein, on June 3, 2013 (hereinafter referred to as the “Closing Date”).

Each issue of the Bonds is entirely separate from the other issue of the Bonds, and the dates and responsibilities of the Remarketing Agent under this Remarketing Agreement, unless otherwise stated, apply separately to each individual issue of the Bonds. This Remarketing Agreement does not relate to any issue of bonds described by the Reoffering Circular other than the Bonds.

The Bonds are more fully described in the Reoffering Circular dated May 22, 2013 (which, together with the appendices attached thereto, is referred to herein as the “Reoffering Circular”), as such may be amended or supplemented.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Reoffering Circular.

**1. Appointment of Remarketing Agent; Responsibilities of Remarketing Agent.**

(a) Subject to the terms and conditions herein contained, the Company hereby appoints the Remarketing Agent as exclusive remarketing agent for the Bonds pursuant to the Bond Indenture, and the Remarketing Agent hereby accepts such appointment, in connection with (i) the remarketing of the Bonds in connection with the adjustment of the interest rate period for the Bonds on the Closing Date (the “Initial Remarketing”) and (ii) the offering and sale of the Bonds from time to time in the secondary market subsequent to the Closing Date. The Company agrees with the Remarketing Agent that unless this Remarketing Agreement has been previously terminated pursuant to the terms hereof, the Remarketing Agent shall act as exclusive remarketing agent with respect to the Bonds on the terms and conditions herein contained at all times, including any remarketing of the Bonds in connection with or in anticipation of the establishment of a Term Interest Rate Period extending to the final maturity of the Bonds.

(b) The Remarketing Agent agrees to determine the rate of interest for the Bonds during each Rate Period as provided in Section 2.02 of the Bond Indenture. The Remarketing Agent agrees to furnish to the Bond Trustee the information with respect to each rate of interest required by Section 2.02 of the Bond Indenture.

(c) Upon the terms and conditions and in reliance on the representations and warranties and covenants set forth herein, the Remarketing Agent shall exercise best efforts to remarket the Bonds in the Initial Remarketing at a price equal to par plus accrued interest, if any, subject in all respects to the terms and conditions of the Bond Indenture and Section 5 hereof. By noon, New York, New York time, on the Closing Date, the Remarketing Agent shall cause the remarketing proceeds of the Initial Remarketing to be delivered to the Bond Trustee.

(d) After the Initial Remarketing, in its capacity as Remarketing Agent, upon notice from (i) a Bondholder or the Bond Trustee that it has received notice from a Bondholder pursuant to Section 3.01(a), (b) or (c) of the Bond Indenture or (ii) the Bond Trustee of a mandatory tender for purchase pursuant to Section 3.02(a)(i), (ii) or (iii) of the Bond Indenture, in each case given pursuant to and in accordance with the Bond Indenture, the Remarketing Agent shall offer for sale and use its best efforts to remarket any Bonds that are the subject of any such notice at a price of 100% of the principal amount thereof plus accrued interest, if any, subject in all respects to the terms and conditions of the Bond Indenture.

In accordance with the provisions of Section 3.06 of the Bond Indenture, the Remarketing Agent shall give the Bond Trustee notice in writing not later than 11:30 a.m., New York, New York time, on any day on which Bonds are delivered or deemed delivered for purchase under Section 3.01 or 3.02 of the Bond Indenture, of the aggregate principal amount of Bonds remarketed on such date but for which the purchase price has not been paid (which Bonds for purposes of the Bond Indenture shall be considered to not be remarketed). By 11:45 a.m., New York, New York time, on any day on which Bonds are delivered or deemed delivered for purchase under Section 3.01 or 3.02 of the Bond Indenture, the Remarketing Agent shall (i) cause the remarketing proceeds of the Bonds to be delivered to the Bond Trustee, and (ii) give notice by facsimile transmission, telephone, telecopy, e-mail or other similar electronic means, promptly confirmed by a written notice, to the Company and the Bond Trustee on each date on which Bonds shall have been purchased pursuant to the Bond Indenture, specifying the principal amount of Bonds sold by the Remarketing Agent and the name, address and taxpayer identification number of each such purchaser, the principal amount of Bonds to be purchased and the denominations in which such Bonds are to be delivered. All transfers of Bonds and information related thereto shall comply with all Securities Depository requirements as long as Bonds are in book-entry form.

(e) The Company and the Remarketing Agent agree that the responsibilities of the Remarketing Agent hereunder will include: (i) the Initial Remarketing of the Bonds pursuant to Section 1(c) hereof; (ii) the soliciting of purchases of Bonds from investors that customarily purchase tax-exempt securities in large denominations, provided, however, that with respect to Bonds being purchased in connection with the

establishment of a Term Interest Rate (as defined in the Bond Indenture) the Remarketing Agent need not be restricted to investors able to purchase tax-exempt securities in large denominations; (iii) effecting and processing such purchases; (iv) billing and receiving payment for Bonds purchased; (v) causing the proceeds from the secondary sale of the Bonds to be transferred to the Bond Trustee pursuant to the Bond Indenture; and (vi) performing such other related functions as may be reasonably requested by the Company and agreed to by the Remarketing Agent. The Remarketing Agent will keep records of trades and make trade confirmations in accordance with prudent industry practices.

(f) The Company acknowledges and agrees that: (i) the transaction contemplated by this Remarketing Agreement and the Reoffering Circular (the “Transaction”) is an arm’s length, commercial transaction between the Company and the Remarketing Agent in which the Remarketing Agent is acting solely as a principal and is not acting as a “municipal advisor,” “financial advisor” or “fiduciary” to the Company or the Issuer within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Section 15B of the Securities Exchange Act of 1934, as amended (the “Exchange Act”); (ii) the Remarketing Agent has not assumed any advisory or fiduciary responsibility to the Company or the Issuer with respect to the Transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether any affiliated entities have provided other services or are currently providing other services to the Company on other matters; (iii) the only obligations the Remarketing Agent has to the Company or the Issuer with respect to the Transaction expressly are set forth in this Remarketing Agreement; and (iv) the Company has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

(g) The Company agrees, at the Company’s expense, to take all steps reasonably requested by the Remarketing Agent to enable the Remarketing Agent to comply with the requirements, if any, of Rule 15c2-12, as promulgated and amended from time to time by the Securities and Exchange Commission under the Exchange Act (“Rule 15c2-12”) and as applicable to the Bonds.

(h) The Company hereby acknowledges that in conjunction with the Remarketing Agent’s obligations under MSRB Rule G-34(c), the Remarketing Agent will deliver to the Municipal Securities Rulemaking Board the Indenture, the Loan Agreement and any other documents (including any executed amendments, renewals, supplements or replacements to the aforementioned) (all such documents, “Rule G-34 Documents”) that establish an obligation to provide liquidity with respect to the Bonds or that set forth or define critical aspects of the liquidity facility for the Bonds, and covenants to provide the Remarketing Agent with PDF word-searchable copies of the execution versions of such Rule G-34 Documents not later than the Closing Date and, in the event of any amendment, renewal, supplement or replacement, on or prior to the respective effective date thereof, to permit the filing of such Rule G-34 Documents in compliance with MSRB Rule G-34(c). If the Company determines that redaction of information in any Rule G-34 Document is required to maintain the confidentiality or proprietary nature of such information (such information to include, but not be limited to, fees, staff names and contact information, and bank routing or account numbers), the

Company shall identify such information to the Remarketing Agent in writing and request the Remarketing Agent accept delivery of the applicable documents with such redactions. The Remarketing Agent agrees to comply with any such request to the extent permitted by Rule G-34(c) and such other applicable rules and regulations. The Company further agrees to hold the Remarketing Agent harmless with respect to, and that the Remarketing Agent shall have no responsibility with respect to, identifying and/or redacting any confidential information.

(i) In connection with the performance of its duties hereunder, the Remarketing Agent agrees to keep such books and records with respect to the remarketing of the Bonds as shall be consistent with prudent industry practice and to make such books and records with respect to the remarketing of the Bonds available for inspection by the Issuer, the Bond Trustee and the Company at all reasonable times.

(j) The Remarketing Agent agrees that, so long as it is the Remarketing Agent under this Remarketing Agreement, it will perform the obligations contemplated to be performed by the Remarketing Agent under the Bond Indenture.

2. **The Bonds.** The Forsyth Bonds were initially issued on December 12, 1984, and the Lincoln Bonds were originally issued on November 17, 1995, and currently bear interest at a Term Interest Rate. On June 3, 2013, it is expected that the interest rate period on the Bonds will be converted to the Weekly Interest Rate Period.

3. **Furnishing of Offering Materials.**

(a) The Company agrees to furnish, or cause to be furnished, the Remarketing Agent with as many copies as the Remarketing Agent may reasonably request of the final Reoffering Circular, as the same may be supplemented or amended from time to time, and such other information with respect to the Company or the Bonds as the Remarketing Agent shall reasonably request from time to time.

(b) If, at any time during the term of this Remarketing Agreement, any event or condition known to the Company relating to or affecting the Company, the Issuer or the Project, or the Loan Agreement, the First Mortgage Bonds, the Company Mortgage, the Bonds, the Bond Indenture or the documents or transactions contemplated thereby, shall occur which in the reasonable judgment of the Company might affect the correctness or completeness of any statement of a material fact contained in the Reoffering Circular, as it shall have been supplemented or amended with the information furnished from time to time pursuant to this Section 3, or which in the reasonable judgment of the Company might result in the Reoffering Circular, as so supplemented or amended, containing any untrue, incorrect or misleading statement of a material fact or omitting to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, (i) the Company will promptly notify the Remarketing Agent of the circumstances and details of such event, and (ii) if, in the opinion of the Remarketing Agent or the Company, such event or condition requires the preparation and publication of an amendment or supplement to the Reoffering Circular, the Company, at its expense, will promptly

prepare or cause to be prepared an appropriate amendment or supplement thereto so that the statements in the Reoffering Circular as so amended or supplemented will not contain any untrue, incorrect or misleading statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, in a form and manner approved by the Remarketing Agent and the Company.

(c) After the Initial Remarketing, in connection with the remarketing of the Bonds as a result of or in anticipation of (i) the issuance of a Letter of Credit or any Alternate Credit Facility, or (ii) the establishment of a Daily Interest Rate Period, Flexible Interest Rate Period or Term Interest Rate Period, the Company shall prepare or cause to be prepared any disclosure documents (including continuing disclosure undertakings required by the rules and regulations of the Securities and Exchange Commission) that in the reasonable opinion of the Remarketing Agent or the Company are necessary or desirable. All costs incurred in connection with the preparation of such disclosure documents shall be borne by the Company.

#### **4. Representations, Warranties, Covenants and Agreements of the Company.**

The Company represents, warrants, covenants and agrees that:

(a) As of the date hereof and at all times subsequent thereto during the period up to and including the Closing Date, the Reoffering Circular did not and does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The representations and warranties in this Section 4 shall not apply to (i) information contained in or omitted from the Reoffering Circular or any amendment or supplement thereto in reliance upon information furnished to the Company in writing by or on behalf of the Issuer or the Remarketing Agent expressly for use in connection with the preparation thereof or (ii) information presented under the heading "THE ISSUERS" or "REMARKETING" in the Reoffering Circular. The Company authorizes the Reoffering Circular to be used by the Remarketing Agent in connection with the Initial Remarketing and with the offering and sale from time to time of the Bonds in the secondary market.

(b) The Loan Agreement, the First Mortgage Bonds, the Company Mortgage and this Remarketing Agreement have been, or will be when entered into (as applicable), duly authorized and constitute, or will constitute when entered into (as applicable), the legal, valid and binding obligations of the Company enforceable in accordance with their respective terms; provided, however, that (i) the rights and remedies set forth in or under the Loan Agreement, the First Mortgage Bonds, the Company Mortgage and this Remarketing Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws from time to time in effect affecting the enforcement of creditors' rights generally, (ii) the rights and remedies set forth in or under the Loan Agreement, the First Mortgage Bonds, the Company Mortgage and this Remarketing Agreement may be limited by other applicable state and federal laws and legal and equitable principles but, in the Company's opinion, the Loan Agreement, the

First Mortgage Bonds, the Company Mortgage and this Remarketing Agreement provide remedies currently enforceable under the laws of the State of Montana (in the case of the Forsyth Bonds) and the State of Wyoming (in the case of the Lincoln Bonds; hereinafter, "State" refers to the State of Montana or the State of Wyoming, as applicable) sufficient to permit the security interest under the Company Mortgage to be enforced, and the availability of the remedy of specific performance or of injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought, (iii) no representation, warranty or covenant is made that any waiver by the Company of its right to insist upon or plead, or in any matter whatever claim, or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the property pledged under the Company Mortgage may be situated is valid or enforceable, and (iv) no representation, warranty or covenant is made as to the legality, validity or enforceability of the provisions of the Loan Agreement, the First Mortgage Bonds, the Company Mortgage or this Remarketing Agreement which purport to empower the holder thereof to exercise its rights thereunder without notice to the Company or without a prior judicial hearing.

(c) Performance by the Company under the Loan Agreement, the First Mortgage Bonds, the Company Mortgage and this Remarketing Agreement does not and will not violate or conflict with, or result in a breach or violation of, any constitutional provision or statute of the State or the United States of America, or any indenture, mortgage, deed of trust, resolution, note agreement or other agreement or instrument to which the Company is a party or by which the Company is bound or, to its knowledge, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or any of its activities or properties.

(d) The Company has been duly incorporated and is now validly existing and in good standing as a corporation incorporated under the laws of the State of Oregon; the Company is duly authorized to transact business as a foreign corporation in the State and is in good standing as a foreign corporation in the State.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, other than as described in the Reoffering Circular, known to the Company to be pending or threatened against or affecting the Company, nor to the best of the knowledge of the Company is there any meritorious basis therefor, wherein an unfavorable decision, ruling or finding would reasonably be expected to materially adversely affect the transactions contemplated by this Remarketing Agreement or by the Reoffering Circular or which, in any way, would reasonably be expected to adversely affect the validity or enforceability of the Bonds, the Bond Indenture, the Loan Agreement, the First Mortgage Bonds, the Company Mortgage or this Remarketing Agreement.

(f) All consents of governmental authorities required in connection with the execution and delivery by the Company of the Loan Agreement, the First Mortgage Bonds, the Company Mortgage and this Remarketing Agreement, and the issuance and sale of the Bonds have been obtained; provided, however, that no representation is made

concerning compliance with the federal securities laws or the securities or “Blue Sky” laws of the various states.

(g) All licenses, permits, consents, approvals, authorizations and orders of governmental or regulatory authorities (“authorizations”) as are necessary for the Company to own its properties and conduct its business in the manner described in the Reoffering Circular have been obtained, and the Company has fulfilled and performed all of its material obligations with respect to such authorizations, and no event has occurred that permits, or after notice or lapse of time or both would permit, revocation or termination thereof or result in any other material impairment of the rights of the holder of such authorizations.

(h) The Company will diligently cooperate with the Remarketing Agent to qualify the Bonds and/or the related obligations of the Company for offer and sale under the securities or “Blue Sky” laws of such states as the Remarketing Agent may request, provided that in no event shall the Company be obligated to qualify to do business in any state where it is not now so qualified or to take any action which would subject it to general service of process in any state where it is not now so subject. It is understood that the Company is not responsible for compliance with or the consequences of failure to comply with such securities or “Blue Sky” laws.

(i) The Company is not and, except as disclosed in the Reoffering Circular, has not been in default under Rule 15c2-12.

(j) The Company is not and never has been in default as to the payment of principal or interest with respect to the Bonds.

(k) The Company will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

**5. Conditions to Remarketing Agent’s Obligations.** The obligations of the Remarketing Agent under this Remarketing Agreement have been undertaken in reliance on, and shall be subject to, the due performance by the Company of the obligations and agreements to be performed by the Company hereunder.

(a) The obligations of the Remarketing Agent hereunder with respect to the Initial Remarketing are also subject, in the discretion of the Remarketing Agent, to the following further conditions:

(i) The Bond Indenture, the Loan Agreement, the First Mortgage Bonds and the Company Mortgage shall be in full force and effect and shall not have been amended, modified or supplemented in any way which would materially and adversely affect the Bonds, except as may have been agreed to in writing by the Remarketing Agent.

(ii) No “Event of Default” (as defined in the Bond Indenture, the Loan Agreement or the Company Mortgage) shall have occurred and be continuing and



no event shall have occurred and be continuing which, with the passage of time or giving of notice, or both, would constitute such an Event of Default under the Bond Indenture, the Loan Agreement or the Company Mortgage.

(iii) The marketability of the Bonds or their market price must not be, in the reasonable opinion of the Remarketing Agent, materially adversely affected by (A) an amendment to or proposal to amend the Constitution of the State or of the United States or by any federal or State legislation or proposed legislation or by any decision of any court of the United States or by any ruling or regulation (final, temporary or proposed) on behalf of the Treasury Department of the United States, the Internal Revenue Service or any other authority of the United States, the State (including any Executive Order or Proclamation of the Governor thereof), or any comparable legislative, judicial or administrative development affecting the federal tax status of any of the Issuer, its property or income, or the interest on its bonds (including the Bonds); (B) an outbreak or escalation of hostilities or other calamity or crisis; (C) a general suspension of or material limitation on trading on the New York Stock Exchange or other national securities exchange, the establishment of minimum prices on any such exchange or the declaration of a general banking moratorium by State authorities or by federal or New York authorities; (D) a downgrading or withdrawal by a national rating service of a rating of the Bonds or any class of the Company's securities or, with respect to the Company's securities, a public announcement by such a service that it is considering such a downgrading or withdrawal (excluding any such announcement existing as of the date hereof); (E) an amendment or supplement to the Reoffering Circular; (F) the establishment of any new restrictions on transactions in securities materially affecting the free market for the securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the charge to the net capital requirements of, underwriters established by any such exchange, the Securities and Exchange Commission, any other federal or state agency or the United States Congress or by Executive Order; or (G) a material adverse change in the general affairs or in the financial position or net assets of the Company as a whole, except as disclosed by or contemplated in the Reoffering Circular.

(iv) No decision of any federal or state court and no ruling of the Securities and Exchange Commission or any other governmental agency has been made or issued to the effect that (A) the Bonds or any other securities of the Issuer or of any similar body of the type contemplated in this Remarketing Agreement, the obligations of the Company under the Loan Agreement, the exercise of tender rights by the Holders of the Bonds or the remarketing of the Bonds by the Remarketing Agent as contemplated by the Bond Indenture and this Remarketing Agreement are subject to registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), or (B) the qualification of an indenture in respect of the Bonds or any such securities is required under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

(v) On or before the Closing Date, the Remarketing Agent must receive the following documents, each reasonably satisfactory in form and substance to the Remarketing Agent and to its counsel:

(A) A copy of the Reoffering Circular.

(B) A certificate, dated the Closing Date, of duly authorized officers of the Company as follows:

(1) Certifying that, as of the Closing Date, the representations and warranties contained in Section 4 of this Remarketing Agreement are true and correct and that the Company has complied with all its agreements therein contained;

(2) Certifying that there has been no material adverse change in the general affairs or in the financial position or net assets of the Company as a whole, as shown in the Reoffering Circular, other than changes disclosed by or contemplated in the Reoffering Circular or in an amendment or supplement thereto; and

(3) Stating that they have examined the Reoffering Circular and that, to the best of their knowledge after reasonable inquiry, the Reoffering Circular did not as of its date and does not as of the Closing Date contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(C) Opinions, dated the Closing Date and addressed to the Remarketing Agent, of (1) Paul J. Leighton, Esq., counsel to the Company, substantially in the form attached hereto as Exhibit A; (2) Chapman and Cutler LLP, Bond Counsel, in the form attached as Appendices C-1 and C-3 to the Reoffering Circular; and (3) Counsel to the Remarketing Agent, substantially in the form attached hereto as Exhibit B, in each case with such changes as shall be requested by such counsel and approved by the Remarketing Agent, which approval shall not be unreasonably withheld.

(D) A letter, dated the Closing Date, of Chapman and Cutler LLP, Bond Counsel, to the effect that (1) the statements contained in the Reoffering Circular under the captions "THE BONDS" (other than information relating to the book-entry system of registration for the Bonds), "THE LOAN AGREEMENTS" and "THE INDENTURES" and in Appendices B and C insofar as such statements constitute summaries of the Bonds, the Loan Agreement and the Bond Indenture, or the opinions of Bond Counsel constitute fair summaries of the portions of such documents

purported to be summarized or the opinions of Bond Counsel; and (2) the statements in the Reoffering Circular under the caption "TAX EXEMPTION" are accurate statements or summaries of the matters summarized therein.

(E) Evidence satisfactory to the Remarketing Agent that on the Closing Date there will be in effect ratings on the Bonds from Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., of "A/A-2" and from Moody's Investors Service, Inc. of "A2/P-2."

(F) Executed copies of the Bond Indenture.

(G) Executed copies of the Loan Agreement.

(H) Such additional opinions, certificates or documents as the Remarketing Agent or its counsel may reasonably request.

(b) The obligations of the Remarketing Agent hereunder with respect to each date on which the Bonds are to be offered and sold in the secondary market pursuant to this Remarketing Agreement are also subject, in the discretion of the Remarketing Agent, to the following further conditions:

(i) The Bond Indenture, the Loan Agreement, the First Mortgage Bonds, and the Company Mortgage shall be in full force and effect and shall not have been amended, modified or supplemented in any way which would materially and adversely affect the Bonds, except as may have been agreed to in writing by the Remarketing Agent, and there shall be in full force and effect such additional resolutions, agreements, certificates (including such certificates as may be required in order to establish the exclusion of interest on the Bonds from gross income for federal, state and local income tax purposes) and opinions as shall be necessary to effect the transactions contemplated hereby, which resolutions, agreements, certificates and opinions shall be reasonably required by, and satisfactory in form and substance to, Bond Counsel and Counsel to the Remarketing Agent; and

(ii) There shall be no material adverse change in the properties or condition (financial or otherwise) of the Company since the date of the Reoffering Circular relating to the Bonds being offered and sold on such date, as such Reoffering Circular may be amended or supplemented; no "Event of Default" (as defined in the Bond Indenture, the Loan Agreement or the Company Mortgage) shall have occurred and be continuing and no event shall have occurred and be continuing which, with the passage of time or giving of notice or both, would constitute such an Event of Default under the Bond Indenture, the Loan Agreement or the Company Mortgage; and no event shall have occurred which, independent of the fact that such event with the giving of notice or passage of time or both would be an Event of Default under the Bond Indenture, the Loan

Agreement or the Company Mortgage, would have a materially adverse effect on the properties or condition (financial or otherwise) of the Company.

Subject to Section 10.20 of the Bond Indenture, if the Company is unable to satisfy any such condition, or if the Remarketing Agent's obligations are terminated for any reason permitted by this Remarketing Agreement, the Remarketing Agent may immediately cancel this Remarketing Agreement and, if it does, the Remarketing Agent will not be under further obligation under this Remarketing Agreement or the Bond Indenture, and the Remarketing Agent shall be deemed to have resigned as Remarketing Agent under the Bond Indenture.

**6. Term and Termination of Remarketing Agreement.**

(a) This Remarketing Agreement shall become effective upon execution by the Remarketing Agent and the Company, and, subject to the terms and conditions hereof, shall continue in full force and effect with respect to the Bonds until the establishment of a Term Interest Rate Period extending to the final maturity of the Bonds.

(b) The Remarketing Agent may cancel this Remarketing Agreement at any time by written notice to the Bond Trustee and the Company if, between the date hereof and the Closing Date, an event specified in clause (a)(i), (a)(ii), (a)(iii) or (a)(iv) of Section 5 shall have occurred. If this Remarketing Agreement is cancelled by the Remarketing Agent due to an event specified in clause (a)(i), (a)(ii), (a)(iii) or (a)(iv) of Section 5 or the Company's failure to satisfy any condition set forth in clause (a)(v) of Section 5, the Company shall not be obligated to pay the amount specified in clause (a)(i) of Section 7 but the Company shall be responsible for the out-of-pocket expenses of the Remarketing Agreement specified in clause (a)(ii) of Section 7.

(c) Following the Initial Remarketing, in accordance with the provisions of Section 10.20 of the Bond Indenture, (i) the Remarketing Agent may at any time resign, without a successor in place, by giving at least 30 days' prior written notice to the Issuer, the Company, the Registrar and the Bond Trustee, and (ii) the Remarketing Agent may be removed at any time at the direction of the Company by a written instrument filed with the Remarketing Agent, the Registrar and the Bond Trustee at least 30 days prior to the effective date of such removal.

(d) In addition to the provisions of paragraph (c) of this Section, after the Initial Remarketing, the Remarketing Agent may suspend its obligations under this Remarketing Agreement at any time by notifying the Issuer, the Company and the Bond Trustee in writing or by telegram or other electronic communication of its election so to do, if:

(i) Legislation shall have been introduced in or enacted by the Congress of the United States of America or adopted by either House thereof, or legislation pending in the Congress of the United States of America shall have been amended, or legislation shall have been recommended for passage (by press release, other form of notice or otherwise) by the President of the United States of

America, the Treasury Department of the United States of America, the Internal Revenue Service or Chairman or ranking minority member of the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been proposed for consideration by either such Committee by any member thereof or legislation shall have been favorably reported for passage to either House of the Congress of the United States of America by a Committee of such House to which legislation has been referred for consideration, or a decision by a court established under Article III of the Constitution of the United States of America shall be rendered or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States of America, the Internal Revenue Service or other governmental agency shall be made, with respect to federal taxation of revenues or with respect to other income of the general character expected to be derived under the Bond Indenture by the Issuer or upon interest received on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the owners thereof which in the reasonable opinion of the Remarketing Agent would materially adversely affect the marketability of the Bonds;

(ii) Legislation shall be introduced by committee, by amendment or otherwise, in, or be enacted by, the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the Bonds, as contemplated hereby, is or would be in violation of any provision of the Securities Act, as amended and as then in effect, or the Exchange Act, as amended and as then in effect, or the Trust Indenture Act, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby;

(iii) Any information shall have become known, which, in the opinion of the Remarketing Agent, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Reoffering Circular, as the information contained therein has been supplemented or amended by other information furnished in accordance with Section 3 hereof, or causes the Reoffering Circular, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(iv) Except as provided in clauses (i) and (ii) hereof, any legislation, resolution, ordinance, rule or regulation shall be introduced in, or be enacted by,

any federal governmental body, department or agency of the United States of America, the State of New York or the State, or a decision by any court of competent jurisdiction within the United States of America, the State of New York or the State shall be rendered which, in the opinion of the Remarketing Agent, materially adversely affects the marketability of the Bonds;

(v) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority purporting to have jurisdiction regarding the trading of the Bonds or by any national securities exchange;

(vi) Any governmental authority shall impose, as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force;

(vii) A general banking moratorium shall have been established by State authorities, or federal or New York authorities;

(viii) Any rating of the Bonds shall have been downgraded or withdrawn by any securities rating agency, which, in the opinion of the Remarketing Agent, materially adversely affects the marketability of the Bonds;

(ix) There shall have occurred the outbreak or material escalation or material reescalation of hostilities involving the United States of America, or the declaration by the United States of a national emergency or war, which in the judgment of the Remarketing Agent has had a materially adverse effect on the marketability of the Bonds on the terms and in the manner contemplated by the Reoffering Circular; or

(x) An event, including, without limitation, the bankruptcy or default of any other issuer of or obligor on obligations of the general character of the Bonds or on tax-exempt commercial paper, shall have occurred which, in the opinion of the Remarketing Agent, makes the marketability of the Bonds at interest rates not in excess of the maximum interest rate permitted by Bond Indenture impossible over an extended period of time.

7. **Payment of Fees and Expenses.** In consideration of the obligations to be performed by the Remarketing Agent under this Remarketing Agreement, the Company agrees to pay the Remarketing Agent the following fees:

(a) on the Closing Date, (i) an amount equal to (such fee being exclusive of the Remarketing Agent's out-of-pocket funds) \$61,000 as consideration for the Initial Remarketing and (ii) an amount equal to \$1,547.22 in connection with the out-of-pocket expenses of the Remarketing Agent;

(b) an annual fee equal to 0.10% of the weighted average daily principal amount of Bonds outstanding during such period in which the Bonds shall bear interest at a Weekly Interest Rate or Flexible Interest Rate (in the event the Bonds are converted to

bear interest at a Daily Interest Rate, the Remarketing Agent and Company will agree on a fee at that time);

(c) in connection with or in anticipation of the establishment of a Term Interest Rate Period, an amount as shall be agreed to by the Company and the Remarketing Agent at that time; and

(d) expenses reasonably incurred by the Remarketing Agent in connection with its services hereunder, including reasonable expenses in connection with the preparation of offering materials as provided in Section 3.

Payment of the fees and expenses referred to in clause (b) of the first sentence of this Section shall be made by the Company as soon as practicable upon receipt of an invoice therefor from the Remarketing Agent, such invoice to be sent quarterly in arrears on a calendar quarter. Payment of the fee referred to in clause (c) of the first sentence of this Section shall be made by the Company on the effective date of the establishment of a Term Interest Rate Period and shall include all reasonable costs relating to the preparation of any disclosure documents in connection with the establishment of a Term Interest Rate Period. The Remarketing Agent will not incur the expenses referred to in clause (d) of the first sentence of this Section without the prior approval of the Company. The Company agrees to pay the Remarketing Agent's fees and reasonable expenses under this Remarketing Agreement without regard to any claim, setoff, defense, or other right that the Company may have at any time against the Remarketing Agent or any other person, whether in connection with this Remarketing Agreement, the Bonds or any unrelated transactions.

The Company further agrees to pay the reasonable fees and expenses of Kutak Rock LLP incurred in its capacity as Counsel to the Remarketing Agent in connection with the Initial Remarketing.

## **8. Indemnification and Contribution.**

(a) In connection with any remarketing of the Bonds, the Company will indemnify and hold harmless the Remarketing Agent and its officers, directors and employees and each person, if any, who controls any Remarketing Agent within the meaning of the Securities Act (collectively, the "indemnified parties"), to the extent permitted under applicable law, against any losses, claims, damages or liabilities, joint or several, to which the indemnified parties may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the Reoffering Circular, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) the representations and warranties set forth in Section 4 hereof being untrue on the Closing Date; and will reimburse the indemnified parties for any legal or other expenses reasonably incurred by the indemnified parties in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not be liable in any such case to any

indemnified party to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents, or under the caption “THE ISSUERS” or “REMARKETING” or in reliance upon and in conformity with written information furnished to the Company by, with respect to the Issuer, the Issuer, or with respect to the Remarketing Agent or a controlling person of the Remarketing Agent, the Remarketing Agent, specifically for use therein; and provided further that the indemnity provision contained in this subparagraph (a) with respect to the Reoffering Circular or any amendment or supplement thereto shall not inure to the benefit of the Remarketing Agent (or to the benefit of any person controlling the Remarketing Agent) with respect to any such loss, claim, damage, liability or action asserted by any person if a copy of the Reoffering Circular (as amended or supplemented) not containing the untrue statement or alleged untrue statement or omission or alleged omission that is the basis of the loss, claim, damage, liability or action for which indemnification is sought was available to the Remarketing Agent and was not properly mailed, delivered or given to such person. This indemnity provision will be in addition to any liability which the Company may otherwise have.

(b) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than under this Section 8 except to the extent that the indemnifying party is able to demonstrate actual prejudice in not being so notified. In case any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in, and, to the extent that it may wish, jointly with any other indemnifying party, similarly notified, to assume the defense thereof so long as its interests are not adverse to those of the indemnified party, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. Upon assumption by the indemnifying party of the defense of any such action or proceeding, the indemnified party shall have the right to participate in such action or proceeding and to retain its own counsel but the indemnifying party shall not be liable for any legal expenses of other counsel subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnifying party has agreed to pay such fees and expenses, (ii) the indemnifying party shall have failed to employ counsel reasonably satisfactory to the indemnified party in a timely manner, or (iii) the indemnified party shall have been advised by counsel that there are actual or potential conflicting interests between the indemnifying party and the indemnified party, including situations in which there are one or more legal defenses available to the indemnified party that are different from or additional to those available to the indemnifying party. If the indemnifying party does not elect to assume the defense of any such suit, it will reimburse the indemnified parties



for the reasonable fees and expenses of any counsel retained by them. In the event that the parties to any such action (including impleaded parties) include one or more indemnifying parties and one or more indemnified parties, and one or more indemnified parties shall have been advised by counsel reasonably satisfactory to the Remarketing Agent and the Company that there may be one or more legal defenses available to any of the indemnified parties, which are different from, additional to, or in conflict with those available to any of the indemnifying parties, the indemnifying parties will reimburse the indemnified parties for the reasonable fees and expenses of any counsel retained by the indemnified parties (it being understood that the indemnifying parties shall not, in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for all indemnified parties, which firm shall be designated by the indemnified parties, the Remarketing Agent or the Company, as the case may be). Each indemnifying party agrees promptly to notify each indemnified party of the commencement of any litigation or proceedings against it in connection with the remarketing of the Bonds. The indemnifying party shall not consent to the terms of any compromise or settlement of any action defended by the indemnifying party in accordance with the foregoing without the prior consent of the indemnified party. No indemnifying party shall be liable under this Section 8 for the amount of any compromise or settlement of any action unless such compromise or settlement has been approved in writing by such indemnifying party, which approval shall not be unreasonably withheld. The indemnity agreements contained in this Section 8 shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of the Remarketing Agent, or the delivery of and any payment for any Bonds hereunder, and shall survive the termination or cancellation of this Remarketing Agreement.

(c) If the indemnification provided for in subparagraph (a) of this Section 8 is unavailable, because of limitations imposed by securities laws or for any other reason, to a party that would otherwise have been an indemnified party under subparagraph (a) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each party that would have been an indemnifying party thereunder shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion so that the Remarketing Agent is responsible for that portion represented by the percentage that the Remarketing Agent's commission with respect to such remarketing bears to the aggregate principal amount of such Bonds being remarketed and the Company is responsible for the balance; provided that the Remarketing Agent's contribution amount shall not exceed the total amount of the Remarketing Agent's remarketing fees and commissions for the preceding 12-month period. Furthermore, no person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this subparagraph (c) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating

or defending any such action or claims (which shall be limited as provided in subparagraph (b) above if the indemnifying party has assumed the defense of any such action in accordance with the provisions thereof).

9. **Dealing in Bonds by Remarketing Agent.** The Remarketing Agent, either as principal or agent, may in good faith buy, sell, own, hold and deal in any of the Bonds, and may join in any action which any Bondholder may be entitled to take with like effect as if it did not act in any capacity hereunder. The Remarketing Agent in its individual capacities, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Issuer or the Company, and may act as depository, trustee, or agent for any committee or body of Bondholders or other obligations of the Issuer or the Company, as freely as if it did not act in any capacity hereunder. Under such circumstances, the Remarketing Agent shall have only those rights set forth in the Bonds.

10. **Remarketing Agent Not Acting as Underwriter.** The Remarketing Agent shall be construed to be acting as agent only for and on behalf of the owners from time to time of the Bonds.

11. **Miscellaneous.**

(a) Except as otherwise specifically provided in this Remarketing Agreement, all notices, demands and formal actions under this Remarketing Agreement shall be in writing and mailed, by registered or certified mail, postage prepaid, return receipt requested, telegraphed or delivered, as follows:

The Remarketing Agent: Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036  
Attention: Municipal Short-Term Products

The Company: PacifiCorp  
Suite 1900  
825 NE Multnomah  
Portland, OR 97232  
Attention: VP and Treasurer

The Bond Trustee for the Bonds: The Bank of New York Mellon  
Trust Company, N.A.  
Suite 1020  
2 North LaSalle Street  
Chicago, IL 60602  
Attention: Global Corporate Trust

The Paying Agent for the Bonds: The Bank of New York Mellon  
Trust Company, N.A.  
Suite 1020  
2 North LaSalle Street  
Chicago, IL 60602  
Attention: Global Corporate Trust

Lincoln County, Wyoming: Lincoln County Courthouse  
Suite 302  
925 Sage  
Kemmerer, WY 83101  
Attention: County Clerk or County Attorney

City of Forsyth, Rosebud  
County, Montana: 247 North Ninth Avenue  
Forsyth, MT 59327  
Attention: City Clerk-Treasurer

Each party may, by notice given under this Remarketing Agreement, designate other addresses to which subsequent notices, requests, reports or other communications shall be directed.

(b) The obligations of the respective parties hereto may not be assigned or delegated to any other person without the consent of the other parties hereto. This Remarketing Agreement will inure to the benefit of and be binding upon the Company and the Remarketing Agent and their respective successors and assigns, and will not confer any rights upon any other person, other than persons, if any, controlling a Remarketing Agent within the meaning of the Exchange Act and the Company and its directors and alternate directors or any person who controls the Company within the meaning of Section 15 of the Securities Act. The terms “successors” and “assigns” shall not include any purchaser of any of the Bonds merely because of such purchase.

(c) The obligations and liabilities of the Company hereunder are general obligations of the Company. Neither the directors, officers or employees of the Company nor any person executing this Remarketing Agreement shall be liable personally on the obligations of the Company hereunder or be subject to any personal liability or accountability by reason of the execution hereof. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the obligations of the Company hereunder.

(d) All of the representations and warranties of the Company in this Remarketing Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Remarketing Agent and (ii) termination of this Remarketing Agreement.

(e) Section headings have been inserted in this Remarketing Agreement as a matter of convenience of reference only, and it is agreed that such section headings are

not a part of this Remarketing Agreement and will not be used in the interpretation of any provisions of this Remarketing Agreement.

(f) If any provision of this Remarketing Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Remarketing Agreement invalid, inoperative or unenforceable to any extent whatsoever.

(g) This Remarketing Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(h) This Remarketing Agreement may not be altered, amended, supplemented or modified in any manner whatsoever except by written instrument signed by the Company and the Remarketing Agent.


(i) To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Remarketing Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[Remainder of page intentionally left blank]

(j) This Remarketing Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof.

Very truly yours,

MORGAN STANLEY & CO. LLC, as  
Remarketing Agent

By   
Name F.J. Swana  
Title Managing Director

Accepted and agreed:

PACIFICORP

By \_\_\_\_\_  
Bruce N. Williams  
Vice President and Treasurer

(j) This Remarketing Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflict of laws thereof.

Very truly yours,

MORGAN STANLEY & CO. LLC, as  
Remarketing Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Accepted and agreed:

PACIFICORP

By Bruce N Williams  
Bruce N. Williams  
Vice President and Treasurer

**EXHIBIT A**  
**OPINION OF COUNSEL TO THE COMPANY**

See Attached

[LETTERHEAD OF MIDAMERICAN ENERGY]

June \_\_, 2013

The Bank of New York Mellon Trust Company, N.A., as Successor Trustee  
2 North LaSalle Street, Suite 1020  
Chicago, Illinois 60602

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036

\$8,500,000  
City of Forsyth, Rosebud County, Montana  
Flexible Rate Demand Pollution Control  
Revenue Bonds  
(PacifiCorp Colstrip Project)  
Series 1986

\$22,000,000  
Lincoln County, Wyoming  
Environmental Improvement  
Revenue Bonds  
(PacifiCorp Project)  
Series 1995

Ladies and Gentlemen:

I have served as counsel to PacifiCorp (the “Company”) in connection with the execution and delivery by the Company of the Remarketing Agreement dated May 22, 2013 (the “Remarketing Agreement”) between the Company and Morgan Stanley & Co. LLC. (the “Agent”) relating to the abovementioned two issues of bonds (collectively, the “Bonds”). Capitalized terms used herein and not otherwise defined shall have the meanings assigned such terms in the Reoffering Circular dated May 22, 2013 (the “Reoffering Circular”) relating to the Bonds.

I have examined the Reoffering Circular, the Remarketing Agreement, the Company Mortgage, the Fifteenth Supplemental Indenture and the First Mortgage Bonds (collectively, the “Company Documents”) and the Indenture and the Loan Agreement, and have discussed the foregoing documents and such other matters with such officials of the Company, as I consider necessary and appropriate to enable me to express the opinions stated in this letter. I have relied, to the extent that I deem such reliance proper, upon certificates of public officials and certificates of officers of the Company with respect to the accuracy of material factual matters contained therein which were not independently established.

I have assumed, with your consent, for the purposes of the opinions expressed in this letter, that the Company Documents have been duly authorized, executed and delivered by each party thereto, other than the Company.



Based upon the foregoing, it is my opinion that:

(a) the Company (i) is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Oregon; (ii) has the corporate power and authority to own its properties and to conduct its business as described in the Reoffering Circular; and (iii) except as described in the Reoffering Circular, is duly registered or qualified to do business and is in good standing as a foreign corporation in each jurisdiction in which such registration, qualification or good standing is required (whether by reason of the ownership or leasing of property, the conduct of its business or otherwise), except where the failure to so register or qualify or be in good standing could not, in the aggregate, reasonably be expected to have a Materially Adverse Effect;

(b) the Company has corporate power and authority to execute and deliver each Company Document and to take all actions required or permitted to be taken by the Company by or under, and to perform its obligations under each Company Document;

(c) the Company has duly taken all necessary corporate action for the authorization of: (i) the execution, delivery and performance by the Company of the Company Documents; (ii) the distribution of the Reoffering Circular; and (iii) the carrying out, giving effect to, consummation and performance by the Company of the transactions and obligations contemplated by the Company Documents and the Reoffering Circular, provided that no opinion is expressed with respect to compliance with any securities laws;

(d) each Company Document has been duly authorized, executed and delivered by the Company and constitute valid and binding obligations of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights or contractual obligations generally or by general principles of equity or judicial discretion;

(e) the First Mortgage Bonds continue to be pledged to secure the Company's loan payment obligation under the Loan Agreement, as amended and restated by the Supplemental Loan Agreement;

(f) the execution and delivery by the Company of the Company Documents, the performance by the Company of its obligations thereunder and the consummation by the Company of the transactions therein contemplated do not and will not contravene the Third Restated Articles of Incorporation or bylaws of the Company or, to the best of my knowledge, any rule, order, writ, injunction or decree of any court, federal or state regulatory body, administrative agency or other governmental body applicable to the Company, or result in a breach of any of the terms, conditions or provisions of, or constitute a default under any material mortgage, indenture, agreement or instrument to which the Company is a party or by which it or any of its properties is bound or, to the best of my knowledge, result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Company;

(g) on and as of the date hereof, all authorization, consent or approval of, notices to, registrations or filing with or action in respect of any governmental body, agency, regulatory authority or other instrumentality or court required to be obtained, given or taken on behalf of the Company in connection with (i) the remarketing and public reoffering of the Bonds and (ii) the execution, delivery and performance by the Company of the Company Documents, other than Order No. 83-400, Docket UF3915 issued by the Public Utility Commission of Oregon (“PUCO”) on July 15, 1985 and subsequently supplemented by Orders No. 83-507 on August 16, 1983, 83-786 on December 6, 1983, 84-077 on February 7, 1984 and 84-960 on December 3, 1984; Order No. 86-1299, Docket UF3992 issued by the PUCO on December 22, 1986; Order No. 95-518, Docket UF-4128 issued by the PUCO on May 25, 1995; Order No. 03-135, Docket UF-4195 issued by the PUCO on February 21, 2003; Order No. 18169, Case No. U-1046-129 issued by the Idaho Public Utilities Commission (“IPUC”) on July 8, 1983; Order 20937, Case No. U-1046-159 issued by the IPUC on December 23, 1986; Order No. 26039, Case No. PAC-S-95-2 issued by the IPUC on May 30, 1995; Order No. 29201, Case No. PAC-E-03-1 issued by the IPUC on February 24, 2003; Order Granting Application, Cause N. FR-83-133 issued by the Washington Utilities and Transportation Commission (“WTUC”) on July 20, 1983 and subsequently supplemented by the First Supplemental Order on December 8, 1983 and the Second Supplemental Order on December 10, 1984; Order Granting Application, Cause No. FR-86-152 issued by the WTUC on December 24, 1986; Order Granting Application, Docket UE-950490 issued by the WTUC on May 24, 1995; and Order No. 01, Docket No. UE-030077 issued by the WTUC on February 28, 2003, each of which has been duly obtained and is in full force and effect, provided that no opinion is expressed with respect to compliance with any securities laws;

(h) to the best of my knowledge, other than as described in the Reoffering Circular, the Company has not received notice of or process in any action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending against the Company, nor is any such action, suit, proceeding, inquiry or investigation pending or threatened against the Company, wherein an unfavorable decision, ruling or finding would have a material adverse effect on the properties, business, financial condition or results of operations of the Company or the transactions contemplated by the Company Documents or the Reoffering Circular, or which would adversely affect the validity or enforceability of, or the authority of the Company to perform its obligations under, Company Documents or materially adversely affect the ability of the Company to perform its obligations thereunder; and

(i) to the best of my knowledge, the Company is not in default under the Company Documents, the Loan Agreement or any material indenture or other agreement or instrument governing outstanding indebtedness issued by the Company nor, to the best of my knowledge, has any event occurred, which event is continuing, which with notice or the passage of time or both would constitute a default under any such document.

I have not passed upon, and the foregoing assumes and is subject to, the tax-exempt status of interest on the Bonds, as to which a separate opinion has been given to Chapman and

Cutler LLP. In addition, I express no opinion as to the application or effect of any securities law to the transactions contemplated by the Reoffering Circular.

Additionally, I advise you that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Reoffering Circular, except as set forth above, nothing has come to my attention in the course of my participation in the preparation of the Reoffering Circular and in the transactions contemplated thereby, or in the performance of my duties as Counsel to the Company, or otherwise, that causes me to believe, as of the date hereof, that the Reoffering Circular (except for the financial statements and other financial and statistical data included or incorporated by reference therein, as to which I express no opinion) contains any untrue or misleading statement of a material fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The opinions expressed herein are limited to matters governed by the laws of the United States of America and the State of Oregon and, as to the opinions expressed in paragraph (g) above, the laws of the States of California, Idaho, Utah, Washington and Wyoming, that are applicable to PacifiCorp as a regulated public utility in such states, and I express no opinion as to the law of any other jurisdiction. In rendering the opinions expressed herein, I have relied upon the attached opinion letter of Jeffery B. Erb, Esq., Assistant General Counsel to the Company, as to the matters expressed therein and the opinions expressed herein are subject to all of the assumptions and qualifications recited in the opinion letter attached hereto.

I hereby confirm my consent to the use of my name on the cover page and under the caption "CERTAIN LEGAL MATTERS" in the Reoffering Circular.

This opinion is addressed solely to you in connection with the transactions contemplated by the Company Documents and the Reoffering Circular and is not to be relied upon by any other person or for any other purposes or quoted or referred to in any public document or filed with any governmental agency or other person without my written consent.

Very truly yours,

Paul J. Leighton

**EXHIBIT B**

**OPINION OF COUNSEL TO REMARKETING AGENT**

See Attached

[LETTERHEAD OF KUTAK ROCK LLP]

\_\_\_\_\_, 2013

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036

\$8,500,000  
City of Forsyth, Rosebud County, Montana  
Flexible Rate Demand Pollution Control  
Revenue Bonds  
(PacifiCorp Colstrip Project)  
Series 1986

\$22,000,000  
Lincoln County, Wyoming  
Environmental Improvement  
Revenue Bonds  
(PacifiCorp Project)  
Series 1995

Ladies and Gentlemen:

This letter is being delivered to you in conjunction with the Remarketing Agreement dated May 22, 2013 (the "Remarketing Agreement") between PacifiCorp (the "Company") and Morgan Stanley & Co. LLC (the "Remarketing Agent") relating to the conversion and remarketing on the date hereof of the above-captioned two issues of Bonds (collectively, the "Bonds"). The terms defined in the Remarketing Agreement are used in this letter with the meanings assigned to them in the Remarketing Agreement.

In our capacity as counsel to the Remarketing Agent, we have participated with you and other parties in the preparation of the Reoffering Circular (the "Reoffering Circular") used in connection with the remarketing of the Bonds. In the course of such participation, we have reviewed information furnished to us by, and have participated in conferences with, representatives of the Company, its counsel, representatives of Chapman and Cutler LLP, Bond Counsel, and representatives of Morgan Stanley & Co. LLC, as Remarketing Agent of the Bonds. We have also reviewed the documents, notices, certificates and opinions delivered to the Remarketing Agent pursuant to the Remarketing Agreement, other documents and records relating to the conversion and remarketing of the Bonds and certain other documents of the Company. In addition, we have relied upon, and have assumed the correctness of, certificates of officials of the Company and the Trustee. However, we have not independently investigated or verified the accuracy, completeness or fairness of any of the statements included in the Reoffering Circular.

Based solely on the foregoing, we advise you that, although we have made no independent investigation or verification of the accuracy, fairness or completeness of, and do not pass upon or assume any responsibility for, the statements included in the Reoffering Circular, during the course of the activities described in the preceding paragraph no information came to the attention of the attorneys in our firm rendering legal services in connection with the

conversion and remarketing of the Bonds which causes us to believe that the Reoffering Circular (except for the financial statements, financial, statistical and numerical information, forecasts, estimates, assumptions and expressions of opinion included therein and except for the information contained in the Reoffering Circular under the captions “THE BONDS—Book-Entry System” and “THE FIRST MORTGAGE BONDS”, and in Appendices B or C, as to which we express no view), as of the date of this letter, contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

This letter is issued to and for the sole benefit of the above addressee and is issued for the sole purpose of the transaction specifically referred to herein. No person other than the above addressee may rely upon this letter without our express prior written consent. This letter may not be utilized by you for any other purpose whatsoever and may not be quoted by you without our express prior written consent. We assume no obligation to review or supplement this letter subsequent to its date, whether by reason of a change in the current laws, by legislative or regulatory action, by judicial decision or for any other reason.

Very truly yours,