REOFFERING-NOT A NEW ISSUE

SUPPLEMENT, DATED MARCH 11, 2015, TO REOFFERING CIRCULAR, DATED NOVEMBER 11, 2008

The opinion of Chapman and Cutler, Bond Counsel, delivered on November 17, 1994, stated that, subject to compliance by the Company and the Issuer with certain covenants, in the opinion of Chapman and Cutler, Bond Counsel, under then-existing law (a) interest on the Bonds is not includible in gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the related Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the Internal Revenue Code of 1954, as amended), and (b) interest on the Bonds will not be treated as an item of tax preference in computing the alternative minimum tax for individuals and corporations. However, such interest will be taken into account in computing the corporate alternative minimum tax. Such opinion of Bond Counsel was also to the effect that under then-existing law, the State of Wyoming imposes no income taxes that would be applicable to interest on the Bonds. Such opinion has not been updated as of the date hereof. In the opinion of Bond Counsel to be delivered in connection with the delivery of the Replacement Letter of Credit, the delivery of the Replacement Letter of Credit will not adversely affect the treatment of interest on the Bonds for federal income tax purposes. See "TAX EXEMPTION" herein for a more complete discussion.

DELIVERY OF ALTERNATE CREDIT FACILITY AND REOFFERING
$21,260,000
SWEETWATER COUNTY, WYOMING
POLLUTION CONTROL REVENUE REFUNDING BONDS
(PacifiCorp Project)
Series 1994 (Non-AMT)
(CUSIP 870487 CF0[1])

Purchase Date: March 18, 2015 **Due: November 1, 2024**

The Bonds are limited obligations of the Issuer, payable solely from and secured by a pledge of payments to be made under a Loan Agreement entered into by the Issuer with, and secured by First Mortgage Bonds issued by,

PACIFICORP

Effective on March 19, 2015, and until March 26, 2017, unless earlier terminated or extended, the Bonds will be supported by an Irrevocable Transferable Direct Pay Letter of Credit (the "Replacement Letter of Credit") issued by the New York Agency of

THE BANK OF NOVA SCOTIA

Under the Replacement Letter of Credit, the Trustee will be entitled to draw up to (a) an amount sufficient to pay (i) the outstanding unpaid principal amount of the Bonds or (ii) the portion of the purchase price of such Bonds corresponding to such unpaid principal amount plus (b) an amount sufficient to pay (i) up to 48 days' accrued interest on such Bonds, in each case calculated at the maximum rate of 12% per annum and on the basis of a year of 365 days or (ii) the portion of the purchase price of the Bonds corresponding to such accrued interest. The Replacement Letter of Credit will only be available to be drawn while the Bonds bear interest at a Daily Interest Rate or a Weekly Interest Rate pursuant to the Indenture. Failure to pay the purchase price when due and payable is an event of default under the Indenture.

The Bonds are currently supported by a Letter of Credit issued by Wells Fargo Bank, National Association (the "Existing Letter of Credit"). On March 19, 2015, the Replacement Letter of Credit will be delivered to the Trustee in substitution for the Existing Letter of Credit. After that date, the Bonds will not have the benefit of the Existing Letter of Credit.

The Bonds bear and, subject to the right under the Indenture of PacifiCorp to cause the interest rate on the Bonds to be converted to other interest rate determination methods, will continue to bear interest at a Weekly Interest Rate. The Bonds bearing interest at a Weekly Interest Rate are issuable as fully registered Bonds without coupons, initially in the denomination of $100,000 and integral multiples of $100,000 in excess thereof (provided that one Bond need not be in a multiple of $100,000, but may be in such denomination greater than $100,000 as is necessary to account for any principal amount of the Bonds not corresponding directly with $100,000 denominations). Interest on the Bonds will be payable on the Interest Payment Date applicable to the Bonds. The Depository Trust Company, New York, New York ("DTC"), will continue to act as a securities depository for the Bonds. The Bonds are registered in the name of Cede & Co., as registered owner and nominee of DTC, and, except for the limited circumstances described herein, beneficial owners of interests in the Bonds will not receive certificates representing their interests in the Bonds. Payments of principal of, and premium, if any, and interest on the Bonds will be made through DTC and its Participants and disbursements of such payments to purchasers will be the responsibility of such Participants.

Certain legal matters related to the delivery of the Replacement Letter of Credit will be passed upon by Chapman and Cutler LLP, Bond Counsel to PacifiCorp. Certain legal matters will be passed upon for PacifiCorp by Paul J. Leighton, Esq., counsel to PacifiCorp, and for the Remarketing Agent by its counsel, Kutak Rock LLP.

Price 100%
(Plus Accrued Interest)

The Bonds are reoffered, subject to prior sale and certain other conditions.

MORGAN STANLEY
as Remarketing Agent

March 11, 2015

[1] CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP services. CUSIP numbers are provided for convenience of reference only. Neither the Issuer, PacifiCorp nor the Remarketing Agent takes any responsibility for the accuracy of such numbers.

No broker, dealer, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Supplement to Reoffering Circular in connection with the reoffering made hereby, and, if given or made, such information or representations must not be relied upon as having been authorized by the Issuer, PacifiCorp, The Bank of Nova Scotia or the Remarketing Agent. Neither the delivery of this Supplement to Reoffering Circular nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer, The Bank of Nova Scotia or PacifiCorp since the date hereof. The Issuer has not and will not assume any responsibility as to the accuracy or completeness of the information in this Supplement to Reoffering Circular. No representation is made by The Bank of Nova Scotia as to the accuracy, completeness or adequacy of the information contained in this Supplement to Reoffering Circular, except with respect to Appendix SB hereto. The Bonds are not registered under the United States Securities Act of 1933, as amended. Neither the United States Securities and Exchange Commission nor any other federal, state or other governmental entity has passed upon the accuracy or adequacy of this Supplement to Reoffering Circular.

In connection with this offering, the Remarketing Agent may overallot or effect transactions which stabilize or maintain the market price of the securities offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Remarketing Agent has provided the following sentence for inclusion in this Supplement to Reoffering Circular: The Remarketing Agent has reviewed the information in this Supplement to Reoffering Circular in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Remarketing Agent does not guarantee the accuracy or completeness of such information.

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POLLUTION CONTROL REVENUE REFUNDING BONDS
(PacifiCorp Project)
Series 1994

GENERAL INFORMATION

THE REOFFERING CIRCULAR DATED NOVEMBER 11, 2008, A COPY OF WHICH IS ATTACHED HERETO AS APPENDIX SC (THE "ORIGINAL REOFFERING CIRCULAR" AND, TOGETHER WITH THIS SUPPLEMENT TO REOFFERING CIRCULAR, THE "REOFFERING CIRCULAR"), WAS PREPARED IN CONNECTION WITH THE REOFFERING OF SIX SEPARATE ISSUES OF BONDS RELATING TO PACIFICORP. THIS SUPPLEMENT TO REOFFERING CIRCULAR RELATES ONLY TO THE BONDS DESCRIBED ON THE COVER PAGE OF THIS SUPPLEMENT TO REOFFERING CIRCULAR, AND SUPERSEDES AND REPLACES THE SUPPLEMENT DATED MARCH 27, 2013 (THE "2013 SUPPLEMENT") TO THE ORIGINAL REOFFERING CIRCULAR INSOFAR AS THE 2013 SUPPLEMENT RELATES TO SUCH BONDS.

THIS SUPPLEMENT TO REOFFERING CIRCULAR DOES NOT CONTAIN COMPLETE DESCRIPTIONS OF DOCUMENTS AND OTHER INFORMATION WHICH IS SET FORTH IN THE ORIGINAL REOFFERING CIRCULAR, EXCEPT WHERE THERE HAS BEEN A CHANGE IN THE DOCUMENTS OR MORE RECENT INFORMATION SINCE THE DATE OF THE ORIGINAL REOFFERING CIRCULAR. THIS SUPPLEMENT TO REOFFERING CIRCULAR SHOULD THEREFORE BE READ ONLY IN CONJUNCTION WITH THE ORIGINAL REOFFERING CIRCULAR.

This Supplement to Reoffering Circular is provided to furnish certain information with respect to the reoffering of the $21,260,000 aggregate principal amount of Pollution Control Revenue Refunding Bonds (PacifiCorp Project), Series 1994 (the "Bonds"), issued by Sweetwater County, Wyoming (the "Issuer").

The Bonds were issued pursuant to a Trust Indenture dated as of November 1, 1994, as amended and restated by a First Supplemental Trust Indenture, dated as of October 1, 2008 (the "Indenture"), between the Issuer and The Bank of New York Mellon Trust Company, N.A. (successor in interest to The First National Bank of Chicago), as Trustee (the "Trustee").

The proceeds from the sale of the Bonds were loaned to PacifiCorp (the "Company") pursuant to the terms of a Loan Agreement, dated as of November 1, 1994, as amended and restated by a First Supplemental Loan Agreement dated as of October 1, 2008 (the "Agreement"), between the Issuer and the Company. Under the Agreement, the Company is unconditionally obligated to pay amounts sufficient to provide for payment of the principal of, premium, if any, and interest on the Bonds and for payment of the purchase price of the Bonds. The proceeds of the Bonds, together with certain other moneys of the Company, were used for the purpose set forth in the Original Reoffering Circular.

In order to secure the Company's obligation to repay the loans made to it by the Issuer under the Agreement, the Company has issued and delivered to the Trustee its Series 1994-1 First Mortgage and Collateral Trust Bonds (the "First Mortgage Bonds,") in the principal amount of the Bonds. See "THE FIRST MORTGAGE BONDS" in the Original Reoffering Circular for a description of the First Mortgage Bonds and certain related matters.

The Bonds, together with premium, if any, and interest thereon, are limited and not general, obligations of the Issuer not constituting or giving rise to a pecuniary liability of the Issuer nor any charge against its general credit or taxing powers nor an indebtedness of or a loan of credit thereof, shall be payable solely from the Revenues (as defined in the Indenture and which includes moneys drawn under the hereinafter-defined Replacement Letter of Credit) and other moneys pledged therefor under the Indenture, and shall be a valid claim of the respective holders thereof only against the Bond Fund (as defined in the Indenture), the Revenues and the other moneys held by the Trustee as part of the Trust Estate (as defined in the Indenture). The Issuer shall not be obligated to pay the purchase price of any of the Bonds from any source.

No recourse shall be had for the payment of the principal of, or premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Indenture, against any past, present or future officer or employee of the Issuer, or any incorporator, officer, director or member of any successor corporation, as such, either directly, or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such was expressly waived and released as a condition of and in consideration for the execution of the Indenture and the issuance of the Bonds.

The Company has exercised its right under the Agreement and the Indenture to terminate on March 19, 2015 the Letter of Credit dated April 18, 2012 (the "Existing Letter of Credit") and issued by Wells Fargo Bank, National Association (the "Existing Bank"), which has supported payment of the principal, interest and purchase price of the Bonds since the date the Existing Letter of Credit was issued. Pursuant to the Indenture, the Company has elected to replace the Existing Letter of Credit with an Irrevocable Transferable Direct Pay Letter of Credit (the "Replacement Letter of Credit") to be issued by the New York Agency of The Bank of Nova Scotia, a bank organized under the laws of Canada, ("Scotiabank" or the "Bank"). **The Replacement Letter of Credit will be delivered to the Trustee on March 19, 2015 and, after March 19, 2015, the Bonds will not have the benefit of the Existing Letter of Credit.**

All references in the Original Reoffering Circular (unless expressly stated otherwise) to the Letter of Credit shall be deemed to refer to the Replacement Letter of Credit and not to the Existing Letter of Credit, and all references to the Bank shall be deemed to refer to Scotiabank and not to the Existing Bank. The letters of credit described in the Original Reoffering Circular are no longer in effect as of March 19, 2015 and the information in the Original Reoffering Circular with respect thereto and their issuing bank should be disregarded. The information about the "Credit Agreement" in the Original Reoffering Circular, as supplemented by the 2013 Supplement, is inapplicable to the Replacement Letter of Credit and also should be disregarded.

With respect to the Bonds, the Trustee will be entitled to draw under the Replacement Letter of Credit up to (a) an amount sufficient to pay (i) the outstanding unpaid principal amount of the Bonds or (ii) the portion of the purchase price of the Bonds corresponding to such unpaid principal amount plus (b) an amount sufficient to pay (i) up to 48 days' accrued interest on the Bonds (in each case calculated at the maximum rate of 12% per annum and on the basis of a year

of 365 days) or (ii) the portion of the purchase price of the Bonds corresponding to such accrued interest. The Replacement Letter of Credit will only be available to be drawn on with respect to Bonds bearing interest at a daily rate or a weekly rate under the Indenture.

After the date of delivery of the Replacement Letter of Credit, the Company is permitted under the Agreement and the Indenture to provide a substitute letter of credit (the "Substitute Letter of Credit"), which is issued by the same Bank that issued the then existing Letter of Credit and which is identical to such Letter of Credit except for (i) an increase or decrease in the Interest Coverage Rate (as defined in the Indenture), (ii) an increase or decrease in the Interest Coverage Period (as defined in the Indenture) or (iii) any combination of (i) and (ii). As used hereafter, "Letter of Credit" shall, unless the context otherwise requires, mean such Substitute Letter of Credit from and after the issuance date thereof. The Company also is permitted under the Agreement and Indenture to provide for the delivery of an alternate credit facility, including a letter of credit of a commercial bank or a credit facility from a financial institution, or any other credit support agreement or mechanism arranged by the Company (which may involve a letter of credit or other credit facility or first mortgage bonds of the Company or an insurance policy), the administration provisions of which are acceptable to the Trustee (an "Alternate Credit Facility"), to replace a Letter of Credit or provide for the termination of a Letter of Credit or any Alternate Credit Facility then in effect. See "THE LETTER OF CREDIT" and the Original Reoffering Circular attached as Appendix SC hereto under the caption "THE BONDS—Purchase of Bonds."

As of the date hereof, the Bonds bear interest at a Weekly Interest Rate. Following the delivery of the Replacement Letter of Credit, the Bonds will continue to bear interest at a Weekly Interest Rate, subject to the right of the Company to cause the interest rate on the Bonds to be converted to other interest rate determination methods as described in the Original Reoffering Circular.

Reference is hereby made to the Bonds in their entirety for the detailed provisions thereof.

Brief descriptions of the Issuer, the Bonds, the Replacement Letter of Credit, the Reimbursement Agreement, the Agreement, the Indenture and the First Mortgage Bonds are included in this Supplement to Reoffering Circular, including the Original Reoffering Circular attached as Appendix SC hereto. Information regarding the business, properties and financial condition of the Company is included in Appendix SA attached hereto. A brief description of Scotiabank is included as Appendix SB hereto. The descriptions herein of the Agreement, the Indenture, the First Mortgage Bonds, the Replacement Letter of Credit and the Reimbursement Agreement are qualified in their entirety by reference to such documents, and the descriptions herein of the Bonds are qualified in their entirety by reference to the form thereof and the information with respect thereto included in the aforesaid documents. All such descriptions are further qualified in their entirety by reference to laws and principles of equity relating to or affecting the enforcement of creditors' rights generally. Copies of such documents may be obtained from the principal corporate trust office of the Trustee in Chicago, Illinois and at the principal offices of the Remarketing Agent in New York, New York.

THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT

The following is a brief summary of certain provisions of the Replacement Letter of Credit and that certain Letter of Credit and Reimbursement Agreement dated as of March 19, 2015 between the Company and The Bank of Nova Scotia (together with all related documents, the "Reimbursement Agreement"). This summary is not a complete recital of the terms of the Replacement Letter of Credit or the Reimbursement Agreement and reference is made to the Replacement Letter of Credit or the Reimbursement Agreement, as applicable, in its entirety.

THE LETTER OF CREDIT

The Replacement Letter of Credit will be an irrevocable transferable direct pay obligation of the Bank to pay to the Trustee, upon request and in accordance with the terms thereof, up to (a) an amount sufficient to pay (i) the outstanding unpaid principal amount of the Bonds or (ii) the portion of the purchase price of such Bonds corresponding to such unpaid principal amount plus (b) an amount sufficient to pay (i) up to 48 days' accrued interest on such Bonds (in each case calculated at the maximum rate of 12% per annum and on the basis of a year of 365 days) or (ii) the portion of the purchase price of the Bonds corresponding to such accrued interest. The Replacement Letter of Credit will only be available to be drawn while the Bonds bear interest at a daily rate or a weekly rate pursuant to the Indenture. The Replacement Letter of Credit will be substantially in the form attached hereto as Appendix SE. The Replacement Letter of Credit will be issued pursuant to the Reimbursement Agreement.

The Bank's obligation under the Replacement Letter of Credit will be reduced to the extent of any drawings thereunder. However, with respect to a drawing by the Trustee to enable the Remarketing Agent or the Trustee to pay the purchase price of Bonds delivered for purchase and not remarketed by the Remarketing Agent, such amounts shall be immediately reinstated upon reimbursement. With respect to a drawing by the Trustee for the payment of interest only on the Bonds, the amount that may be drawn under the Replacement Letter of Credit will be automatically reinstated on the eighth business day following the Bank's honoring of such drawing by the amount drawn, unless the Trustee has received notice (a "Non-Reinstatement Notice") from the Bank no later than seven business days after the date of such honoring that there will be no reinstatement.

Upon an acceleration of the maturity of Bonds due to an event of default under the Indenture, the Trustee will be entitled to draw on the Replacement Letter of Credit, if it is then in effect, to the extent of the aggregate principal amount of the Bonds outstanding, plus up to 48 days' interest accrued and unpaid on the Bonds (less amounts paid in respect of principal or interest for which the Replacement Letter of Credit has not been reinstated).

The Replacement Letter of Credit shall expire on the earliest of: (a) March 26, 2017 (such date, as it may be extended as provided in the Replacement Letter of Credit, the "Scheduled Expiration Date"), (b) four business days following the Trustee's receipt of (i) written notice from the Bank that an event of default has occurred under the Reimbursement Agreement or (ii) a Non-Reinstatement Notice, (c) the date that the Trustee informs the Bank that the conditions for termination of the Replacement Letter of Credit as set forth in the Indenture have been satisfied and that the Replacement Letter of Credit has terminated in accordance with its terms, (d) the date that is 15 days after the conversion of the Bonds to an interest rate mode other

than a Daily Interest Rate or a Weekly Interest Rate under the Indenture, and (e) the date of a final drawing under the Replacement Letter of Credit.

THE REIMBURSEMENT AGREEMENT

General. The Company has executed and delivered the Reimbursement Agreement requesting that the Bank issue an irrevocable direct pay letter of credit for the Bonds and governing the issuance thereof. The Replacement Letter of Credit is issued pursuant to the Reimbursement Agreement.

Under the Reimbursement Agreement, the Company has agreed to reimburse the Bank for any drawings under the Replacement Letter of Credit, to pay certain fees and expenses, to pay interest on any unreimbursed drawings or other amounts unpaid, and to reimburse the Bank for certain other costs and expenses incurred.

Defined Terms. Capitalized terms used in this section and in the Reimbursement Agreement, as applicable that are not otherwise defined in this Supplement will have the meanings set forth below.

"Applicable Law" means (a) all applicable common law and principles of equity and (b) all applicable provisions of all (i) constitutions, statutes, rules, regulations and orders of all Governmental Authorities, (ii) Governmental Approvals and (iii) orders, decisions, judgments and decrees of all courts (whether at law or in equity or admiralty) and arbitrators.

"Consolidated Assets" means, on any date of determination, the total of all assets (including revaluations thereof as a result of commercial appraisals, price level restatement or otherwise) appearing on the latest consolidated balance sheet of the Company and its Consolidated Subsidiaries as of such date of determination.

"Credit Documents" means, with respect to the Replacement Letter of Credit, the Reimbursement Agreement, Custodian Agreement, Fee Letter (each as defined in the Reimbursement Agreement) and any and all other instruments and documents executed and delivered by the Company in connection with any of the foregoing.

"Debt" of any Person means, at any date, without duplication, (a) all indebtedness of such Person for borrowed money, (b) all obligations of such Person for the deferred purchase price of property or services (other than trade payables incurred in the ordinary course of such Person's business), (c) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments, (d) all obligations of such Person as lessee under leases that have been, in accordance with GAAP, recorded as capital leases, (e) all obligations of such Person in respect of reimbursement agreements with respect to acceptances, letters of credit (other than trade letters of credit) or similar extensions of credit and (f) all guaranties.

"ERISA" means the Employee Retirement Income Security Act of 1974, and the regulations promulgated and rulings issued thereunder, each as amended, modified and in effect from time to time.

"ERISA Affiliate" means, with respect to any Person, each trade or business (whether or not incorporated) that is considered to be a single employer with such entity within the meaning of Section 414(b), (c), (m) or (o) of the Internal Revenue Code.

"ERISA Event" means (a) any "reportable event," as defined in Section 4043 of ERISA with respect to a Pension Plan; (b) the failure to make a required contribution to any Pension Plan that would result in the imposition of a lien or other encumbrance or the provision of security under the Internal Revenue Code (the "Code") or ERISA, or there being or arising any "unpaid minimum required contribution" or "accumulated funding deficiency" (as defined or otherwise set forth in Code or ERISA), whether or not waived, or the filing of any request for or receipt of a minimum funding waiver under the Internal Revenue Code with respect to any Pension Plan or Multiemployer Plan, or a determination that any Pension Plan is, or is reasonably expected to be, in at-risk status under ERISA; (c) the filing of a notice of intent to terminate, or the termination of any Pension Plan under certain provisions of ERISA; (d) the institution of proceedings, or the occurrence of an event or condition that would reasonably be expected to constitute grounds for the institution of proceedings by the PBGC, under certain provisions of ERISA, for the termination of, or the appointment of a trustee to administer, any Pension Plan; (e) the complete or partial withdrawal of the Company or any of its ERISA Affiliates from a Multiemployer Plan, the reorganization or insolvency under ERISA of any Multiemployer Plan, or the receipt by the Company or any of its ERISA Affiliates of any notice that a Multiemployer Plan is in endangered or critical status under certain provisions of ERISA; (f) the failure by the Company or any of its ERISA Affiliates to comply with ERISA or the related provisions of the Code with respect to any Pension Plan; (g) the Company or any of its ERISA Affiliates incurring any liability under certain provisions of ERISA with respect to any Pension Plan (other than premiums due and not delinquent under ERISA) or (h) the failure by the Company or any of its Subsidiaries to comply with Applicable Law with respect to any Foreign Plan.

"Foreign Plan" means any pension, profit-sharing, deferred compensation, or other employee benefit plan, program or arrangement (other than a Pension Plan or a Multiemployer Plan) maintained by any Subsidiary of the Company that, under applicable local foreign law, is required to be funded through a trust or other funding vehicle.

"Governmental Approval" means any authorization, consent, approval, license or exemption of, registration or filing with, or report or notice to, any Governmental Authority.

"Governmental Authority" means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Lien" means any lien, security interest or other charge or encumbrance of any kind, or any other type of preferential arrangement, including, without limitation, the lien or retained security title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.

"Material Adverse Effect" means a material adverse effect on (a) on the business, operations, properties, financial condition, assets or liabilities (including, without limitation, contingent liabilities) of the Company and its Subsidiaries, taken as a whole, (b) the ability of the Company to perform its obligations under any Credit Document or any Related Document to which the Company is a party or (c) the ability of the Bank to enforce its rights under any Credit Document or any Related Document to which the Company is a party.

"Material Subsidiaries" means any Subsidiary of the Company with respect to which (x) the Company's percentage ownership interest multiplied by (y) the book value of the Consolidated Assets of such Subsidiary represents at least 15% of the Consolidated Assets of the Company as reflected in the latest financial statements of the Company.

"Multiemployer Plan" means any "multiemployer plan" (as such term is defined in Section 4001(a)(3) of ERISA), which is contributed to by (or to which there is or may be an obligation to contribute of) the Company or any of its ERISA Affiliates or with respect to which the Company or any of its ERISA Affiliates has, or could reasonably be expected to have, any liability.

"Pension Plan" means any "employee pension benefit plan" (as defined in Section 3(2) of ERISA) (other than a Multiemployer Plan), subject to the provisions of Title IV of ERISA or Section 412 of the Code or Section 302 of ERISA, maintained or contributed to by the Company or any of its ERISA Affiliates or to which the Company or any of its ERISA Affiliates has or may have an obligation to contribute (or is deemed under Section 4069 of ERISA to have maintained or contributed to or to have had an obligation to contribute to, or otherwise to have liability with respect to) such plan.

"Person" means an individual, partnership, corporation (including, without limitation, a business trust), joint stock company, limited liability company, trust, unincorporated association, joint venture or other entity, or a government or any political subdivision or agency thereof.

"Pledged Bonds" means the Bonds purchased with moneys received under the Replacement Letter of Credit in connection with a tender drawing under the Replacement Letter of Credit and owned or held by the Company or an affiliate of the Company or by the Trustee and pledged to the Bank pursuant to the Custodian Agreement.

"Rating Decline" means the occurrence of the following on, or within 90 days after, the earlier of (a) the occurrence of a Change of Control (as defined below) and (b) the earlier of (x) the date of public notice of the occurrence of a Change of Control and (y) the date of the public notice of the Company's (or its direct or indirect parent company's) intention to effect a Change of Control, which 90-day period will be

extended so long as the S&P Rating or Moody's Rating is under publicly announced consideration for possible downgrading by S&P or Moody's, as applicable: the S&P Rating is reduced to any rating level below BBB+ or the Moody's Rating is reduced to any rating level below Baa1 (or both the S&P Rating and the Moody's Rating become unavailable).

"Reimbursement Obligation" means the obligation of the Company under the Reimbursement Agreement to reimburse the Bank for the full amount of each payment by the Bank under the Replacement Letter of Credit, including, without limitation, amounts in respect of any reinstatement of interest on the Bonds at the election of the Bank notwithstanding any failure by the Company to reimburse the Bank for any previous drawing to pay interest on the Bonds.

"Related Documents" means, with regard to the Replacement Letter of Credit, the Bonds, the Indenture, the Loan Agreement (as defined in the Reimbursement Agreement), the Remarketing Agreement (as defined in the Reimbursement Agreement) and the Custodian Agreement.

"Subsidiary" of any Person means any corporation, partnership, joint venture, limited liability company, trust or estate of which (or in which) more than 50% of (a) the issued and outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time capital stock of any other class or classes of such corporation shall or might have voting power upon the occurrence of any contingency), (b) the interest in the capital or profits of such limited liability company, partnership or joint venture or (c) the beneficial interest in such trust or estate is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more of its other Subsidiaries or by one or more of such Person's other Subsidiaries.

Events of Default. Any one or more of the following events (whether voluntary or involuntary) constitute an event of default (an "Event of Default") under the Reimbursement Agreement:

(a) (i) Any principal of any Reimbursement Obligation is not paid when due and payable or (ii) any interest on any Reimbursement Obligation or any fees or other amounts payable under the Reimbursement Agreement or under any other Credit Document is not paid within five days after the same becomes due and payable; or

(b) Any representation or warranty made by the Company in the Reimbursement Agreement or by the Company (or any of its officers) in any Credit Document or in connection with any Related Document or any document delivered pursuant to such documents proves to have been incorrect in any material respect when made; or

(c) (i) The Company fails to (A) preserve, and to cause its Material Subsidiaries to preserve, their corporate, partnership or limited liability company existence, (B) cause all Bonds that it acquires to be registered in accordance with the

Indenture and the Custodian Agreement in the name of the Company or its nominee, (C) maintain a required debt to capitalization ratio or (D) observe certain covenants relating to restrictions on liens, mergers, asset sales, use of proceeds, optional redemption of the Bonds, amendments to the Indenture and amendments to the Reoffering Circular (as defined in the Reimbursement Agreement), all in accordance with the Reimbursement Agreement or (ii) the Company fails to perform or observe any other term, covenant or agreement contained in the Reimbursement Agreement or any other Credit Document or Related Document on its part to be performed or observed if such failure remains unremedied for 30 days after written notice has been given to the Company by the Bank; or

(d) Any material provision of the Reimbursement Agreement or any other Credit Document or Related Document to which the Company is a party shall at any time and for any reason cease to be valid and binding upon the Company, except pursuant to the terms thereof, or is declared to be null and void, or the validity or enforceability is contested in any manner by the Company or any Governmental Authority, or the Company denies in any manner that it has any or further liability or obligation under the Reimbursement Agreement or any other Credit Document or Related Document to which the Company is a party; or

(e) The Company or any Material Subsidiary fails to pay any principal of or premium or interest on any Debt (other than Debt under the Reimbursement Agreement) that is outstanding in a principal amount in excess of $100,000,000 in the aggregate when due and payable (whether by scheduled maturity, required prepayment, acceleration, demand or otherwise), and such failure continues after any applicable grace period specified in the agreement or instrument relating to such Debt; or any other event shall occur or condition shall exist under any agreement or instrument relating to any such Debt and shall continue after any applicable grace period, if the effect of such event or condition is to accelerate, or permit the acceleration of, the maturity of such Debt; or any such Debt shall be declared to be due and payable, or required to be prepaid or redeemed (other than by a regularly scheduled required prepayment or redemption), prior to the stated maturity thereof; or

(f) Any judgment or order for the payment of money in excess of $100,000,000 to the extent not paid or insured shall be rendered against the Company or any Material Subsidiary and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order or (ii) there shall be any period of 30 consecutive days during which a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect; or

(g) The Company or any Material Subsidiary shall generally not pay its debts as they become due, or admits in writing its inability to pay its debts generally, or makes a general assignment for the benefit of creditors; or any proceeding is instituted by or against the Company or any Material Subsidiary seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief

or the appointment of a receiver, trustee, custodian or other similar official for it or for any substantial part of its property and, in the case of any such proceeding instituted against it (but not instituted by it), either such proceeding shall remain undismissed or unstayed for a period of 60 days, or any of the actions sought in such proceeding (including, without limitation, the entry of an order for relief against, or the appointment of a receiver, trustee, custodian or other similar official for, it or for any substantial part of its property) shall occur; or the Company or any Material Subsidiary shall take any corporate action to authorize any of the actions set forth above in this paragraph; or

(h) An ERISA Event has occurred that, when taken together with all other ERISA Events that have occurred, has resulted in, or is reasonably likely to result in, a Material Adverse Effect; or

(i) (i) Berkshire Hathaway Inc. shall fail to own, directly or indirectly, at least 50% of the issued and outstanding shares of common stock of the Company, calculated on a fully diluted basis or (ii) Berkshire Hathaway Energy Company shall fail to own, directly or indirectly, at least 80% of the issued and outstanding shares of common stock of the Company, calculated on a fully diluted basis (each, a "Change of Control"); provided that, in each case, such failure shall not constitute an Event of Default unless and until a Rating Decline has occurred; or

(j) Any "Event of Default" under and as defined in the Indenture shall have occurred and be continuing; or

(k) Any approval or order of any Governmental Authority related to any Credit Document or any Related Document shall be (i) rescinded, revoked or set aside or otherwise cease to remain in full force and effect or (ii) modified in any manner that, in the opinion of the Bank, could reasonably be expected to have a material adverse effect on (A) the business, assets, operations, condition (financial or otherwise) or prospects of the Company and its Subsidiaries taken as a whole, (B) the legality, validity or enforceability of any of the Credit Documents or the Related Documents to which the Company is a party, or the rights, remedies and benefits available to the parties thereunder or (C) the ability of the Company to perform its obligations under the Credit Documents or the Related Documents to which the Company is a party; or

(l) Any change in Applicable Law or any action by any Governmental Authority shall occur which has the effect of making the transactions contemplated by the Credit Documents or the Related Documents unauthorized, illegal or otherwise contrary to Applicable Law; or

(m) The Custodian Agreement after delivery under the Reimbursement Agreement, except to the extent permitted by the terms thereof, fails or ceases to create valid and perfected Liens in any of the collateral purported to be covered thereby, subject to certain cure rights.

Remedies. If an Event of Default occurs under the Reimbursement Agreement and is continuing, the Bank may (a) by notice to the Company, declare the obligation of the Bank to

issue the Replacement Letter of Credit to be terminated, (b) give notice to the Trustee (i) under the Indenture that the Replacement Letter of Credit will not be reinstated following a drawing for the payment of interest on the Bonds, which will result in the mandatory purchase of the Bonds, and/or (ii) as provided in the Indenture to declare the principal of all Bonds then outstanding to be immediately due and payable, (c) declare the principal amount of all Reimbursement Obligations, all interest thereon and all other amounts payable under the Reimbursement Agreement or any other Credit Document to be forthwith due and payable, which will cause all such principal, interest and all such other amounts to become due and payable, without presentment, demand, protest, or further notice of any kind, all of which are expressly waived by the Company and (d) in addition to other rights and remedies provided for in the Reimbursement Agreement or in the Custodian Agreement or otherwise available to the Bank, as holder of the Pledged Bonds or otherwise, exercise all the rights and remedies of a secured party on default under the Uniform Commercial Code in effect in the State of New York at that time; provided that, if an Event of Default described in subpart (g) or (i) under the heading "Events of Default," above, shall have occurred, automatically, (x) the obligation of the Bank under the Reimbursement Agreement to issue the Replacement Letter of Credit shall terminate, and (y) all Reimbursement Obligations, all interest thereon and all other amounts payable under the Reimbursement Agreement or under any other Credit Document will become due and payable, without presentment, demand, protest, or further notice of any kind, all of which are expressly waived by the Company.

REMARKETING AGENT

General. Morgan Stanley & Co. LLC (the "Remarketing Agent"), will continue as remarketing agent for the Bonds. Subject to certain conditions, the Remarketing Agent has agreed to determine the rates of interest on the Bonds and use its best efforts to remarket all tendered Bonds.

In the ordinary course of its business, the Remarketing Agent has engaged, and may in the future engage, in investment banking and/or commercial banking transactions with the Company, its subsidiaries and its other affiliates, for which it has received and will receive customary compensation.

Morgan Stanley, parent company of the Remarketing Agent, has entered into a retail distribution arrangement with its affiliate Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, the Remarketing Agent may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, the Remarketing Agent may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Bonds.

Special Considerations. *The Remarketing Agent is Paid by the Company*. The Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Indenture and the Remarketing Agreement), all as further described in this Reoffering Circular. The Remarketing Agent is appointed by the Company and paid by the Company for its services. As a result, the interests of the Remarketing Agent may differ from those of existing Holders and potential purchasers of Bonds.

The Remarketing Agent May Purchase Bonds for Its Own Account. The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, may purchase such obligations for its own account. The Remarketing Agent is permitted, but not obligated, to purchase tendered Bonds for its own account and, in its sole discretion, may acquire such tendered Bonds in order to achieve a successful remarketing of the Bonds (*i.e.*, because there otherwise are not enough buyers to purchase the Bonds) or for other reasons. However, the Remarketing Agent is not obligated to purchase Bonds, and may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Bonds by purchasing and selling Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not required to make a market in the Bonds. The Remarketing Agent may also sell any Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Bonds. The purchase of Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Bonds in the market than is actually the case. The practices described above also may result in fewer Bonds being tendered in a remarketing.

Bonds May Be Offered at Different Prices on Any Date, Including an Interest Rate Determination Date. Pursuant to the Indenture and the Remarketing Agreement, the Remarketing Agent is required to determine the applicable rate of interest that, in its judgment, is the lowest rate that would permit the sale of the Bonds bearing interest at the applicable interest rate at par plus accrued interest, if any, on and as of the applicable interest rate determination date. The interest rate will reflect, among other factors, the level of market demand for the Bonds (including whether the Remarketing Agent is willing to purchase Bonds for its own accounts). There may or may not be Bonds tendered and remarketed on an interest rate determination date, the Remarketing Agent may or may not be able to remarket any Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of the Bonds at the remarketing price. In the event the Remarketing Agent owns any Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Bonds on any date, including the interest rate determination date, at a discount to par to some investors.

The Ability to Sell the Bonds Other Than Through the Tender Process May be Limited. The Remarketing Agent may buy and sell Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require Holders that wish to tender their Bonds to do so through the Trustee with appropriate notice. Thus, investors who purchase the Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Bonds other than by tendering the Bonds in accordance with the tender process.

The Remarketing Agent May Resign, Be Removed or Cease Remarketing the Bonds, Without a Successor Being Named. Under certain circumstances, the Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts without a successor having been named, subject to the terms of the Indenture and the Remarketing Agreement.

TAX EXEMPTION

The opinion of Chapman and Cutler delivered on November 17, 1994 with respect to the Bonds stated that, subject to compliance by the Company and the Issuer with certain covenants made to satisfy pertinent requirements of the United States Internal Revenue Code of 1954, as amended (the "1954 Code") and the United States Internal Revenue Code of 1986, as amended, under then-existing law, interest on the Bonds is not includible in gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Facilities (as defined in the Indenture) or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the 1954 Code), and the interest on the Bonds will not be treated as an item of tax preference in computing the alternative minimum tax for individuals and corporations (because the Prior Bonds, as defined in the Original Reoffering Circular, were issued prior to August 8, 1986). Such interest will be taken into account, however, in computing an adjustment used in determining the alternative minimum tax for certain corporations. As indicated in such opinions, the failure to comply with certain of such covenants of the Issuer and the Company could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. Chapman and Cutler LLP ("Bond Counsel") has made no independent investigation to confirm that such covenants have been complied with.

Bond Counsel will deliver an opinion for the Bonds in connection with the delivery of the Replacement Letter of Credit, in substantially the form attached hereto as Appendix SD, to the effect that the delivery of the Replacement Letter of Credit (i) complies with the terms of the Agreement and (ii) will not adversely affect the Tax-Exempt (as defined in the Indenture) status of the Bonds. Except with respect to (a) the delivery of a Standby Bond Purchase Agreement for the Bonds, described in its opinion dated November 15, 2002, (b) the delivery of an amendment to the applicable Standby Bond Purchase Agreement, described in its opinion dated January 21, 2005, (c) the delivery of an Amended and Restated Standby Bond Purchase Agreement, described in its opinion dated February 22, 2006, (d) the amendment and restatement of the Indenture and the Loan Agreement and delivery of the Prior Letter of Credit, described in its opinion dated November 19, 2008 and (e) as necessary to render the foregoing opinions, Bond Counsel has not reviewed any factual or legal matters relating to the Bonds subsequent to their date of issuance. The opinions delivered in connection with the delivery of the Replacement Letter of Credit are not to be interpreted as a reissuance of the original approving opinion dated November 17, 1994 as of the date of this Supplement to Reoffering Circular.

Ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to either the environmental tax or the branch profits tax, financial institutions, certain insurance companies, certain S Corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Bonds should consult their tax advisors as to applicability of any such collateral consequences.

MISCELLANEOUS

This Supplement to Reoffering Circular has been approved by the Company for distribution by the Remarketing Agent to current Bondholders and potential purchasers of the Bonds. **THE ISSUER MAKES NO REPRESENTATION WITH RESPECT TO AND HAS NOT PARTICIPATED IN THE PREPARATION OF ANY PORTION OF THIS SUPPLEMENT TO REOFFERING CIRCULAR**.

APPENDIX SA

PACIFICORP

The following information concerning PacifiCorp (the "Company") has been provided by representatives of the Company and has not been independently confirmed or verified by the Remarketing Agent, the Issuer or any other party. No representation is made herein as to the accuracy, completeness or adequacy of such information or as to the absence of material adverse changes in the condition of the Company or in such information after the date hereof, or that the information contained or incorporated herein by reference is correct as of any time after the date hereof.

The Company, which includes PacifiCorp and its subsidiaries, is a United States regulated, vertically integrated electric utility company serving 1.8 million retail customers, including residential, commercial, industrial, irrigation and other customers in portions of the states of Utah, Oregon, Wyoming, Washington, Idaho and California. PacifiCorp owns, or has interests in, 75 thermal, hydroelectric, wind-powered and geothermal generating facilities, with a net owned capacity of 11,136 megawatts. PacifiCorp also owns, or has interests in, electric transmission and distribution assets, and transmits electricity through approximately 16,400 miles of transmission lines. PacifiCorp also buys and sells electricity on the wholesale market with other utilities, energy marketing companies, financial institutions and other market participants to balance and optimize the economic benefits of electricity generation, retail customer loads and existing wholesale transactions. The Company is subject to comprehensive state and federal regulation. The Company's subsidiaries support its electric utility operations by providing coal mining services. The Company is an indirect subsidiary of Berkshire Hathaway Energy Company ("BHE"), a holding company based in Des Moines, Iowa, that owns subsidiaries principally engaged in energy businesses. BHE is a consolidated subsidiary of Berkshire Hathaway Inc. BHE controls substantially all of the Company's voting securities, which include both common and preferred stock.

The Company's operations are exposed to risks, including general economic, political and business conditions, as well as changes in, and compliance with, laws and regulations, including reliability and safety standards, affecting the Company's operations or related industries; changes in, and compliance with, environmental laws, regulations, decisions and policies that could, among other items, increase operating and capital costs, reduce generating facility output, accelerate generating facility retirements or delay generating facility construction or acquisition; the outcome of rate cases and other proceedings conducted by regulatory commissions or other governmental and legal bodies and the Company's ability to recover costs in rates in a timely manner; changes in economic, industry or weather conditions, as well as demographic trends, new technologies and various conservation, energy efficiency and distributed generation measures and programs, that could affect customer growth and usage, electricity supply or the Company's ability to obtain long-term contracts with customers and suppliers; a high degree of variance between actual and forecasted load or generation that could impact the Company's hedging strategy and the cost of balancing its generation resources with its retail load obligations; performance and availability of the Company's generating facilities, including the impacts of outages and repairs, transmission constraints, weather, including wind and hydroelectric conditions, and operating conditions; changes in prices, availability and

demand for wholesale electricity, coal, natural gas, other fuel sources and fuel transportation that could have a significant impact on generating capacity and energy costs; hydroelectric conditions and the cost, feasibility and eventual outcome of hydroelectric relicensing proceedings that could have a significant impact on generating capacity and cost and the Company's ability to generate electricity; the effects of catastrophic and other unforeseen events, which may be caused by factors beyond the Company's control or by a breakdown or failure of the Company's operating assets, including storms, floods, fires, earthquakes, explosions, landslides, mining accidents, litigation, wars, terrorism and embargoes; the financial condition and creditworthiness of the Company's significant customers and suppliers; changes in business strategy or development plans; availability, terms and deployment of capital, including reductions in demand for investment-grade commercial paper, debt securities and other sources of debt financing and volatility in the London Interbank Offered Rate, the base interest rate for the Company's credit facilities; changes in the Company's credit ratings; the impact of certain contracts used to mitigate or manage volume, price and interest rate risk, including increased collateral requirements, and changes in commodity prices, interest rates and other conditions that affect the fair value of certain contracts; the impact of inflation on costs and the Company's ability to recover such costs in rates; increases in employee healthcare costs, including the implementation of the Affordable Care Act; the impact of investment performance and changes in interest rates, legislation, healthcare cost trends, mortality and morbidity on pension and other postretirement benefits expense and funding requirements; unanticipated construction delays, changes in costs, receipt of required permits and authorizations, ability to fund capital projects and other factors that could affect future generating facilities and infrastructure additions; the impact of new accounting guidance or changes in current accounting estimates and assumptions on the Company's consolidated financial results; and other business or investment considerations that may be disclosed from time to time in the Company's filings with the United States Securities and Exchange Commission (the "Commission") or in other publicly disseminated written documents. See the Incorporated Documents under "Incorporation of Certain Documents by Reference."

The principal executive offices of the Company are located at 825 N.E. Multnomah Street, Portland, Oregon 97232; the telephone number is (503) 813-5608. The Company was initially incorporated in 1910 under the laws of the state of Maine under the name Pacific Power & Light Company. In 1984, Pacific Power & Light Company changed its name to PacifiCorp. In 1989, it merged with Utah Power and Light Company, a Utah corporation, in a transaction wherein both corporations merged into a newly formed Oregon corporation. The resulting Oregon corporation was re-named PacifiCorp, which is the operating entity today.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports and other information with the Commission. Such reports and other information filed by the Company may be inspected and copied at public reference rooms maintained by the Commission in Washington, D.C. Please call the Commission at 1-800-SEC-0330 for further information on the public reference rooms. The Company's filings with the Commission are also available to the public at the website maintained by the Commission at http://www.sec.gov.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by the Company with the Commission pursuant to the Exchange Act are incorporated herein by reference:

1. Annual Report on Form 10-K for the fiscal year ended December 31, 2014.

2. All other documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date hereof.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the filing of the Annual Report on Form 10-K for the fiscal year ended December 31, 2014 and before the termination of the reoffering made by this Supplement to Reoffering Circular (the "Supplement") shall be deemed to be incorporated by reference in this Supplement and to be a part hereof from the date of filing such documents (such documents and the documents enumerated above, being hereinafter referred to as the "Incorporated Documents"), provided, however, that the documents enumerated above and the documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act in each year during which the reoffering made by this Supplement is in effect before the filing of the Company's Annual Report on Form 10-K covering such year shall not be Incorporated Documents or be incorporated by reference in this Supplement or be a part hereof from and after such filing of such Annual Report on Form 10-K.

Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein or in any other subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part hereof.

The Incorporated Documents are not presented in this Supplement or delivered herewith. The Company hereby undertakes to provide without charge to each person to whom a copy of this Supplement has been delivered, on the written or oral request of any such person, a copy of any or all of the Incorporated Documents, other than exhibits to such documents, unless such exhibits are specifically incorporated by reference therein. Requests for such copies should be directed to PacifiCorp, 825 N.E. Multnomah Street, Portland, Oregon 97232, telephone number (503) 813-5608. The information relating to the Company contained in this Supplement does not purport to be comprehensive and should be read together with the information contained in the Incorporated Documents.

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APPENDIX SB

THE BANK OF NOVA SCOTIA

The following information concerning The Bank of Nova Scotia ("Scotiabank") has been provided by representatives of Scotiabank and has not been independently confirmed or verified by the Issuer, the Company or any other party. No representation is made by the Company or the Issuer as to the accuracy, completeness or adequacy of such information and no representation is made as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated herein by reference is correct as of any time subsequent to its date.

The Bank of Nova Scotia ("Scotiabank"), founded in 1832, is a Canadian chartered bank with its principal office located in Toronto, Ontario. Scotiabank is one of North America's premier financial institutions and Canada's most international bank. With over 86,000 employees, Scotiabank and its affiliates serve over 21 million customers. Scotiabank provides a full range of personal, commercial, corporate and investment banking services through its network of branches located in all Canadian provinces and territories. Outside Canada, Scotiabank has branches and offices in over 55 countries and provides a wide range of banking and related financial services, both directly and through subsidiary and associated banks, trust companies and other financial firms. For the fiscal year ended October 31, 2014, Scotiabank recorded total assets of CDN$806 billion (US$643 billion) and total deposits of CDN$554 billion (US$442 billion). Net income for the fiscal year ended October 31, 2014 equaled CDN$7.3 billion (US$5.8 billion), compared to CDN$6.6 billion (US$4.8 billion) for the prior fiscal year. Scotiabank has the third highest composite credit rating among global banks by Moody's (Aa2) and S&P (A+).

Scotiabank is responsible only for the information contained in this Appendix SB to the Supplement to Reoffering Circular and did not participate in the preparation of, or in any way verify the information contained in, any other part of the Supplement to Reoffering Circular. Accordingly, Scotiabank assumes no responsibility for and makes no representation or warranty as to the accuracy or completeness of information contained in any other part of the Supplement to Reoffering Circular.

The information contained in this Appendix SB relates to and has been obtained from Scotiabank. The delivery of the Supplement to Reoffering Circular shall not create any implication that there has been no change in the affairs of The Bank of Nova Scotia since the date hereof, or that the information contained or referred to in this Appendix SB is correct as of any time subsequent to its date.

APPENDIX SC

REOFFERING CIRCULAR DATED NOVEMBER 11, 2008

NOT NEW ISSUES
Book-Entry Only

The opinions of Chapman and Cutler, Bond Counsel, delivered on November 17, 1994, state that, subject to compliance by the Company and the Issuers with certain covenants, in the opinion of Chapman and Cutler, Bond Counsel, under then existing law (a) interest on the Bonds is not includible in gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the Internal Revenue Code of 1954, as amended), and (b) interest on the Bonds is not treated as an item of tax preference in computing the alternative minimum tax for individuals and corporations. However, such interest is taken into account in computing the corporate alternative minimum tax. Such opinions of Bond Counsel were also to the effect that under then existing law (a) interest on the Emery Bonds and Carbon Bonds is exempt from taxes imposed by the Utah Individual Income Tax Act, (b) the State of Wyoming imposes no income taxes that would be applicable to interest on the Converse Bonds, the Lincoln Bonds or the Sweetwater Bonds and (c) interest on the Moffat Bonds is not included in Colorado taxable income for purposes of the income tax imposed by the State of Colorado pursuant to Article 22 of Title 39 of the Colorado Revised Statutes, as amended. Such opinions have not been updated as of the date hereof. See "TAX EXEMPTION" herein for a more complete discussion.

COMPOSITE REOFFERING
$216,470,000
POLLUTION CONTROL REVENUE REFUNDING BONDS
(PACIFICORP PROJECTS)
SERIES 1994

Dated: Original Date of Delivery **Due: See Inside Cover**

The Bonds of each issue described in this Reoffering Circular are limited obligations of the respective Issuers and, except to the extent payable from Bond proceeds and certain other moneys pledged therefor, are payable solely from and secured by a pledge of payments to be made under separate Loan Agreements entered into by the respective Issuers with, and secured by First Mortgage Bonds issued by,

PacifiCorp

On November 19, 2008, the Bonds of each issue will be remarketed and will bear interest at a Weekly Interest Rate payable the first Business Day of each month commencing December 1, 2008. The initial Weekly Interest Rate and each subsequent Weekly Interest Rate to be borne by the each issue of the Bonds will be determined by the applicable Remarketing Agent. Thereafter, the interest rate on the Bonds may be changed from time to time to Daily, Weekly, Flexible or Term Interest Rates, designated and determined as described herein. The Bonds are subject to purchase at the option of the owners thereof and, under certain circumstances, are subject to mandatory purchase in the manner and at the times described herein. The Bonds are subject to optional and mandatory redemption prior to maturity as described herein.

Following the remarketing of the Bonds on November 19, 2008, the payment of the principal of and interest on each issue of the Bonds and the payment of the purchase price of each issue of the Bonds tendered for purchase and not remarketed will be supported by a separate irrevocable Letter of Credit issued by Wells Fargo Bank, National Association, to The Bank of New York Mellon Trust Company, N.A., as Trustee, for the benefit of the registered holders of the related Bonds.

Wells Fargo Bank, National Association

Each Letter of Credit will expire by its terms on November 19, 2009, unless it expires earlier in accordance with its terms. Each Letter of Credit will be automatically extended to November 19, 2010, unless the Trustee receives notice of the Bank's election not to extend on or before October 20, 2009. Each Letter of Credit may be replaced by an Alternate Credit Facility as permitted under the separate Indentures and Loan Agreements. Unless a Letter of Credit is extended before its scheduled expiration date, the related Bonds will be subject to mandatory tender for purchase prior to such expiration date. THIS REOFFERING CIRCULAR ONLY PERTAINS TO THE BONDS WHILE THEY ARE SECURED BY THE LETTERS OF CREDIT PROVIDED BY THE BANK.

The Bonds are issuable as fully registered Bonds without coupons and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York. DTC initially will act as securities depository for the Bonds. Only beneficial interests in book-entry form are being offered. The Bonds are issuable during any Weekly Interest Rate Period in denominations of $100,000 and any integral multiple thereof (provided that one Bond need not be in a multiple of $100,000 but may be in such denomination greater than $100,000 as is necessary to account for any principal amount of the Bonds not corresponding directly with $100,000 denominations). So long as Cede & Co. is the registered owner of the Bonds, as nominee for DTC, the principal of and premium, if any, and interest on the Bonds will be paid by the Trustee directly to DTC, which will, in turn, remit such amounts to DTC participants for subsequent disbursement to the beneficial owners of the Bonds. See "THE BONDS—Book-Entry System."

Price 100%

The Bonds of each issue are reoffered by the Remarketing Agents referred to below, subject to withdrawal or modification of the offer without notice and certain other conditions. At the time of the original issuance and delivery of each issue of the Bonds, Chapman and Cutler, Bond Counsel to the Company, delivered its opinion as to the legality of such issue of Bonds. Such opinions spoke only as to their respective dates of delivery and will not be reissued in connection with this reoffering. Certain legal matters in connection with the reoffering will be passed upon by Chapman and Cutler LLP, Bond Counsel to the Company. Certain legal matters in connection with the remarketing will be passed upon for PacifiCorp by Paul J. Leighton, Esq., counsel to the Company. Certain legal matters will be passed upon for the Remarketing Agents by King & Spalding LLP. It is expected that delivery of the Bonds will be made through the facilities of DTC in New York, New York, on or about November 19, 2008.

Banc of America Securities LLC **Morgan Stanley**

Wells Fargo Brokerage Services, LLC

November 11, 2008

COMPOSITE REOFFERING
POLLUTION CONTROL REVENUE REFUNDING BONDS
(PACIFICORP PROJECTS)
SERIES 1994

$9,365,000
Carbon County, Utah
Series 1994
Due: November 1, 2024

$8,190,000
Converse County, Wyoming
Series 1994
Due: November 1, 2024

$121,940,000
Emery County, Utah
Series 1994
Due: November 1, 2024

$15,060,000
Lincoln County, Wyoming
Series 1994
Due: November 1, 2024

$40,655,000
Moffat County, Colorado
Series 1994
Due: May 1, 2013

$21,260,000
Sweetwater County, Wyoming
Series 1994
Due: November 1, 2024

This reoffering is for six issues with separate Issuers and Remarketing Agents in respect of each issue as follows:

ISSUER	AMOUNT	REMARKETING AGENT	CUSIP
Carbon County	$ 9,365,000	Morgan Stanley & Co. Incorporated	140890 AD6
Converse County	8,190,000	Banc of America Securities LLC	212491 AM6
Emery County	121,940,000	Wells Fargo Brokerage Services, LLC	291147 CE4
Lincoln County	15,060,000	Banc of America Securities LLC	533485 AZ1
Moffat County	40,655,000	Morgan Stanley & Co. Incorporated	607874 CM4
Sweetwater County	21,260,000	Morgan Stanley & Co. Incorporated	870487 CP0

No broker, dealer, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Reoffering Circular in connection with the offering made hereby, and, if given or made, such information or representations must not be relied upon as having been authorized by Carbon County, Utah, Converse County, Wyoming, Emery County, Utah, Lincoln County, Wyoming, Moffat County, Colorado or Sweetwater County, Wyoming (sometimes referred to individually as an *"Issuer"* and collectively as the *"Issuers"*), PacifiCorp, or the Remarketing Agents. Neither the delivery of this Reoffering Circular nor any sale hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuers or the Company any since the date hereof. This Reoffering Circular does not constitute an offer or solicitation in any jurisdiction in which such offer or solicitation is not authorized, or in which the person making such offering or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation. None of the Issuers has assumed or will assume any responsibility as to the accuracy or completeness of the information in this Reoffering Circular, other than that relating to itself under the caption "THE ISSUERS." Upon issuance, the Bonds will not be registered under the Securities Act of 1933, as amended, and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal state, municipal or other governmental entity will have passed upon the accuracy or adequacy of this Reoffering Circular or, other than the Issuers, approved the Bonds for sale.

In connection with this offering, the Remarketing Agents may overallot or effect transactions which stabilize or maintain the market price of the securities offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

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COMPOSITE REOFFERING
POLLUTION CONTROL REVENUE REFUNDING BONDS
(PACIFICORP PROJECTS)
SERIES 1994

$9,365,000 **Carbon County, Utah** **Series 1994** **Due: November 1, 2024**	**$8,190,000** **Converse County, Wyoming** **Series 1994** **Due: November 1, 2024**	**$121,940,000** **Emery County, Utah** **Series 1994** **Due: November 1, 2024**
$15,060,000 **Lincoln County, Wyoming** **Series 1994** **Due: November 1, 2024**	**$40,655,000** **Moffat County, Colorado** **Series 1994** **Due: May 1, 2013**	**$21,260,000** **Sweetwater County, Wyoming** **Series 1994** **Due: November 1, 2024**

INTRODUCTORY STATEMENT

This Reoffering Circular, including the Appendices hereto and the documents incorporated by reference herein, is provided to furnish certain information with respect to the reoffering by the Issuers of six separate issues of Pollution Control Revenue Refunding Bonds (PacifiCorp Projects) Series 1994 (collectively, the *"Bonds"*), as follows:

(a) $9,365,000 principal amount of Carbon County, Utah Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994 (the *"Carbon Bonds"*);

(b) $8,190,000 principal amount of Converse County, Wyoming Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994 (the *"Converse Bonds"*);

(c) $121,940,000 principal amount of Emery County, Utah Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994 (the *"Emery Bonds"*);

(d) $15,060,000 principal amount of Lincoln County, Wyoming Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994 (the *"Lincoln Bonds"*);

(e) $40,655,000 principal amount of Moffat County, Colorado Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994 (the *"Moffat Bonds"*); and

(f) $21,260,000 principal amount of Sweetwater County, Wyoming Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994 (the *"Sweetwater Bonds"*).

The Carbon Bonds, the Converse Bonds, the Emery Bonds, the Lincoln Bonds, the Moffat Bonds and the Sweetwater Bonds have been issued under separate Trust Indentures dated as of November 1, 1994 (each a *"Trust Indenture"* and collectively, the *"Trust Indentures"*) between Carbon County, Utah (*"Carbon County"*), Converse County, Wyoming (*"Converse County"*), Emery County, Utah (*"Emery County"*), Lincoln County, Wyoming (*"Lincoln County"*), Moffat County, Colorado (*"Moffat County"*), and Sweetwater County, Wyoming (*"Sweetwater County"*), as applicable (each an *"Issuer"* and collectively, the *"Issuers"*), and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the *"Trustee"*), each as amended and restated by a separate First Supplemental Trust Indenture, dated as of October 1, 2008, (each a *"First Supplemental Indenture"* and collectively, the *"First Supplemental Indentures"*), between each of the respective Issuers and the Trustee, and under resolutions of the governing bodies of the respective Issuers. The Trust Indentures, as amended and restated by the First Supplemental Indentures, are sometimes referred to herein as the *"Indentures."* Pursuant to separate Loan Agreements between PacifiCorp (the *"Company"*) and each of the respective Issuers (each an *"Original Loan Agreement"* and collectively the *"Original Loan Agreements"*), each as amended and restated by a First Supplemental Loan Agreement, dated as of October 1, 2008, between the Company and each of the respective Issuers (each a *"First Supplemental Loan Agreement"* and collectively the *"First Supplemental Loan Agreements"*), the respective Issuers have lent the proceeds from the original sale of the Bonds to the Company. The Original Loan Agreements, as amended and restated by the First Supplemental Loan Agreements, are sometimes referred to herein as the *"Loan Agreements."*

The proceeds of the Bonds were used, together with certain other moneys of the Company, to refund all of the outstanding (a) $9,365,000 principal amount of Carbon County, Utah, Pollution Control Revenue Bonds (Utah Power & Light Company Project) Series A of 1974 due February 1, 2004 (the *"Prior Carbon Bonds"*); (b) $8,190,000 principal amount of Converse County, Wyoming Collateralized Pollution Control Revenue Bonds (Pacific Power & Light Company Project) Series 1977 (the *"Prior Converse Bonds"*); (c) $13,190,000 principal amount of Emery County, Utah, Pollution Control Revenue Bonds (Utah Power & Light Company Project) Series A of 1974 due February 1, 2004 (the *"Prior Emery 1974 Bonds"*); (d) $50,000,000 principal amount of Emery County, Utah, Pollution Control Revenue Bonds, 6-3/8% Series due November 1, 2006 (Utah Power & Light Company Project) (the *"Prior Emery 6-3/8% Bonds"*); (e) $42,000,000 principal amount of Emery County, Utah, Pollution Control Revenue Bonds, 5.90% Series due April 1, 2008 (Utah Power & Light Company Project) (the *"Prior Emery 5.90% Bonds"*); (f) $16,750,000 principal amount of Emery County, Utah, Pollution Control Revenue Bonds (Utah Power & Light Company Project), 10.70% Series due September 1, 2014 (the *"Prior Emery 10.70% Bonds"*); (g) $15,060, 000 principal amount of Lincoln County, Wyoming, Pollution Control Revenue Bonds (Utah Power & Light Company Project) Series A of 1974 (the *"Prior Lincoln Bonds"*); (h) $40,655,000 principal amount of Moffat County, Colorado, Pollution Control Revenue Bonds, Series 1978 (Colorado-Ute Electric Association, Inc. Project) (the *"Prior Moffat Bonds"*); and (i) $21,260,000 principal amount of Sweetwater County, Wyoming, Taxable Pollution Control Revenue Refunding Bonds

(PacifiCorp Project) Series 1994T (the *"Prior Sweetwater 1994T Bonds"*). These obligations have been assumed by the Company as the surviving corporation in its 1989 merger with Utah Power & Light Company, a Utah corporation, and PacifiCorp, a Maine corporation or, in the case of the Prior Moffat Bonds, under that certain Assignment and Assumption Agreement, dated April 15, 1992, between Colorado-Ute Electric Association, Inc. (*"Colorado-Ute"*) and the Company.

The Prior Emery 1974 Bonds, the Prior Emery 6-3/8% Bonds, the Prior Emery 5.90% Bonds and the Prior Emery 10.70% Bonds are hereinafter collectively referred to as the *"Prior Emery Bonds."* The Prior Carbon Bonds, the Prior Converse Bonds, the Prior Emery Bonds, the Prior Lincoln Bonds, the Prior Moffat Bonds and the Prior Sweetwater 1994T Bonds are hereinafter collectively referred to as the *"Prior Bonds."* The Prior Bonds were issued to finance various qualifying solid waste disposal facilities and air and water pollution control facilities as described herein. See "THE FACILITIES."

In order to secure the Company's obligation to repay the loans made to it by the Issuers under the Loan Agreements, the Company has issued and delivered to the Trustee for each issue its Series 1994-1 First Mortgage and Collateral Trust Bonds (the *"First Mortgage Bonds"*) in a principal amount equal to the principal amount of such issue of the Bonds. The First Mortgage Bonds may be released upon delivery of collateral in substitution for the First Mortgage Bonds provided that certain conditions are met as described below under "THE LOAN AGREEMENTS—Loan Payments; The First Mortgage 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 (the *"Company Mortgage Trustee"*), as supplemented and amended by various supplemental indentures, including a Tenth Supplemental Indenture dated as of August 1, 1994 (the *"Tenth Supplemental Indenture"*), all collectively hereinafter referred to as the *"Company Mortgage."* As holder of the First Mortgage Bonds, the Trustee will, ratably with the holders of all other first mortgage bonds outstanding under the Company Mortgage, enjoy the benefit of a lien on properties of the Company. See "THE FIRST MORTGAGE BONDS—Security" for a description of the properties of the Company subject to the lien of the Company Mortgage. The Bonds will not otherwise be secured by a mortgage of, or security interest in, the Facilities (as hereinafter defined). The First Mortgage Bonds will be registered in the name of and held by the Trustee for the benefit of the *"Owners"* of the applicable series of the Bonds and will not be transferable except to a successor trustee under the Indentures. *"Owner"* means the registered owner of any Bond; *provided, however*, when used in the context of the Tax-Exempt (as hereinafter defined) status of the Bonds, the term *"Owner"* includes each actual purchaser of any Bond (*"Beneficial Owner"*).

The Bonds, together with the premium, if any, and interest thereon, will be limited obligations and not general obligations of the Issuer thereof. None of the Indentures, the Bonds or the Loan Agreements constitutes a debt or gives rise to a general obligation or liability of any of the Issuers or constitutes an indebtedness under any constitutional or statutory debt limitation. The Bonds of each issue will not constitute or give rise to a pecuniary liability of the Issuer thereof and will not constitute any charge against such Issuer's general credit or taxing powers; nor will the Bonds of an Issuer constitute an indebtedness of or a loan of credit of such Issuer. The Bonds are payable solely from the receipts and revenues to be received from the Company

as payments under the related Loan Agreements, or otherwise on the First Mortgage Bonds, and from any other moneys pledged therefor. Such receipts and revenues and all of the Issuers' rights and interests under the Loan Agreements (except as noted under "THE INDENTURES—Pledge and Security" below) are pledged and assigned to the Trustee as security, equally and ratably, for the payment of the related series of the Bonds. The payments required to be made by the Company under the Loan Agreements, or otherwise on the First Mortgage Bonds, will be sufficient, together with other funds available for such purpose, to pay the principal of and premium, if any, and interest on the related series of the Bonds. Under no circumstances will any Issuer have any obligation, responsibility or liability with respect to the Facilities, the Loan Agreements, the Indentures, the Bonds or this Reoffering Circular, except for the special limited obligation set forth in the Indentures and the Loan Agreements whereby each series of the Bonds are payable solely from amounts derived from the Company and the applicable Letter of Credit (or Alternate Credit Facility (as hereinafter defined), as the case may be). Nothing contained in the Indentures, the Bonds or the Loan Agreements, or in any other related documents may be construed to require any Issuer to operate, maintain or have any responsibility with respect to any of the Facilities (as hereinafter defined). The Issuers have no liability in the event of wrongful disbursement by the Trustee or otherwise. No recourse may be had against any past, present or future commissioner, officer, employee, official or agent of any Issuer under the Indentures, the Bonds, the Loan Agreements or any related document. The Issuers have no responsibility to maintain the Tax-Exempt status of the Bonds under federal or state law nor any responsibility for any other tax consequences related to the ownership or disposition of the Bonds.

The Bonds of each issue contain substantially the same terms and provisions as, but will be entirely separate from, the Bonds of each other issue. The Bonds of one issue will not be payable from or entitled to any revenues delivered to the Trustee in respect of the Bonds of any other issue. Redemption of the Bonds of one issue may be made in the manner described below without redemption of the Bonds of any other issue, and a default in respect of the Bonds of one issue will not, in and of itself, constitute a default in respect of the Bonds of the other issues; however, the same occurrence may constitute a default with respect to the Bonds of more than one issue.

Each issue of the Bonds will be supported by a separate irrevocable Letter of Credit (each a *"Letter of Credit"* and, collectively, the *"Letters of Credit"*) to be issued by Wells Fargo Bank, National Association (the *"Bank"*) in favor of the Trustee, as beneficiary. The Letters of Credit have substantially identical terms.

Under each of the Letters of Credit, the Trustee will be entitled to draw, upon a properly presented and conforming drawing, up to an amount sufficient to pay one hundred percent (100%) of the principal amount of the applicable Bonds on the date of the draw (whether at maturity, upon acceleration, mandatory or optional purchase or redemption, plus 48 days' accrued interest on the applicable Bonds, at a rate of up to the maximum interest rate of twelve percent (12%) per annum calculated on the basis of a year of 365 days for the actual days elapsed, so long as the Bonds bear interest at the Weekly Interest Rate or the Daily Interest Rate. The Company has agreed to reimburse the Bank for drawings made under the Letter of Credit and to make certain other payments to the Bank. The Letters of Credit will expire on

November 19, 2009, unless extended or earlier terminated in accordance with their terms. See "THE LETTERS OF CREDIT."

Banc of America Securities LLC has been appointed by the Company as Remarketing Agent with respect to the Converse Bonds and the Lincoln Bonds. Morgan Stanley & Co. Incorporated has been appointed by the Company as Remarketing Agent with respect to the Carbon Bonds, the Moffat Bonds and the Sweetwater Bonds. Wells Fargo Brokerage Services, LLC has been appointed by the Company as Remarketing Agent with respect to the Emery Bonds. Banc of America Securities LLC, Morgan Stanley & Co. Incorporated and Wells Fargo Brokerage Services, LLC, are referred to herein as the *"Remarketing Agents."* The Company will enter into a separate Remarketing Agreement with the Remarketing Agent with respect to the Bonds to be remarketed by such Remarketing Agent.

Under certain circumstances described in the applicable Loan Agreement, a Letter of Credit may be replaced by an alternate credit facility supporting payment of the principal of and interest on the applicable Bonds when due and for the payment of the purchase price of tendered or deemed tendered Bonds (each an *"Alternate Credit Facility"*). The entity or entities, as the case may be, obligated to make payment on an Alternate Credit Facility are referred to herein as the *"Obligor on an Alternate Credit Facility."* In addition, a Letter of Credit may be replaced by a substitute letter of credit (a *"Substitute Letter of Credit"*). The replacement of a Letter of Credit or an Alternate Credit Facility, including with a Substitute Letter of Credit, will result in the mandatory purchase of Bonds. See "THE LOAN AGREEMENTS—The Letter of Credit; Alternate Credit Facility" and "—Substitute Letter of Credit."

Concurrently with the issuance of the Bonds, AMBAC Indemnity Corporation (*"Ambac"*) issued a municipal bond insurance policy with respect to the Bonds of each issue (each, an *"Ambac Insurance Policy"* and, collectively, the *"Ambac Insurance Policies"*). In connection with the delivery of the Letters of Credit, Ambac, the Company, the Trustee, each of the Issuers and the Company, acting as owner of Bonds, will enter into separate Release Agreements, pursuant to which Ambac will be released from all liabilities under each Ambac Insurance Policy, will surrender any and all rights under the Trust Indentures and payment of principal of and interest on the Bonds when due will no longer be guaranteed by Ambac under the Ambac Insurance Policies. Purchasers of the Bonds will be deemed to have consented to the provisions of the Release Agreements. See "TERMINATION OF BOND INSURANCE."

Brief descriptions of the Issuers, the Facilities and the Bank and summaries of certain provisions of the Bonds, the Loan Agreements, the Letters of Credit, the Indentures and the First Mortgage Bonds are included in this Reoffering Circular, including the Appendices hereto. Information regarding the business, properties and financial condition of the Company is included in and incorporated by reference in Appendix A hereto. A brief description of the Bank is included as Appendix B hereto. Appendices C-1 through C-6 set forth the approving opinions of Chapman and Cutler, Bond Counsel, delivered on the date of original issuance of each issue of the Bonds.

The descriptions herein of the Loan Agreements, the Indentures, the Company Mortgage and the Letters of Credit are qualified in their entirety by reference to such documents, and the

descriptions herein of the Bonds and the First Mortgage Bonds are qualified in their entirety by reference to the forms thereof and the information with respect thereto included in the aforesaid documents. All such descriptions are further qualified in their entirety by reference to laws and principles of equity relating to or affecting the enforcement of creditors' rights generally. Copies of such documents, except the Company Mortgage, may be obtained from the principal corporate trust office of the Trustee in Chicago, Illinois. The Company Mortgage is available for inspection at the office of the Company and at the principal office of the Company Mortgage Trustee in New York, New York.

This Reoffering Circular provides certain information with respect to the Bank, the terms of, and security for the Bonds and other related matters. While certain information relating to the Company is included and incorporated within, the Bonds are being remarketed on the basis of their Letters of Credit and the financing strength of the Bank and are not being remarketed on the basis of the financial strength of the Issuers, the Company or any other security. This Reoffering Circular does not describe the financial condition of the Company and no representation is made concerning the financial status or prospects of the Company or the value or financial viability of the Project.

THE ISSUERS

CARBON COUNTY

Carbon County is a political subdivision, duly organized and existing under the Constitution and laws of the State of Utah (*"Utah"*). Pursuant to the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended (the *"Utah Act"*), Carbon County was and is authorized to issue the Carbon Bonds, to enter into the Indenture and the Loan Agreement to which it is a party and to secure the Carbon Bonds by a pledge to the Trustee of the payments to be made by the Company under such Loan Agreement and the First Mortgage Bonds.

CONVERSE COUNTY

Converse County is a political subdivision, duly organized and existing under the Constitution and laws of the State of Wyoming (*"Wyoming"*). Pursuant to the Sections 15-1-701 to 15-1-710, inclusive, of the Wyoming Statutes (1977), as amended (the *"Wyoming Act"*), Converse County was and is authorized to issue the Converse Bonds, to enter into the Indenture and the Loan Agreement to which it is a party and to secure the Converse Bonds by a pledge to the Trustee of the payments to be made by the Company under such Loan Agreement and the First Mortgage Bonds.

EMERY COUNTY

Emery County is a political subdivision, duly organized and existing under the Constitution and laws of Utah. Pursuant to the Utah Act, Emery County was and is authorized to issue the Emery Bonds, to enter into the Indenture and the Loan Agreement to which it is a party

and to secure the Emery Bonds by a pledge to the Trustee of the payments to be made by the Company under such Loan Agreements and the First Mortgage Bonds.

LINCOLN COUNTY

Lincoln County is a political subdivision, duly organized and existing under the Constitution and laws of Wyoming. Pursuant to the Wyoming Act, Lincoln County was and is authorized to issue the Lincoln Bonds, to enter into the Indenture and the Loan Agreement to which it is a party and to secure the Lincoln Bonds by a pledge to the Trustee of the payments to be made by the Company under such Loan Agreement and the First Mortgage Bonds.

MOFFAT COUNTY

Moffat County is a public body corporate and politic, duly organized and existing under the Constitution and laws of the State of Colorado (*"Colorado"*). Pursuant to the County and Municipality Development Revenue Bond Act, Title 29, Article 3, Colorado Revised Statutes 1973, as amended (the *"Colorado Act"*), Moffat County was and is authorized to issue the Moffat Bonds, to enter into the Indenture and the Loan Agreement to which it is a party and to secure the Moffat Bonds by a pledge to the Trustee of the payments to be made by the Company under such Loan Agreement and the First Mortgage Bonds.

SWEETWATER COUNTY

Sweetwater County is a political subdivision, duly organized and existing under the Constitution and laws of Wyoming. Pursuant to the Wyoming Act, Sweetwater County was and is authorized to issue the Sweetwater Bonds, to enter into the Indenture and the Loan Agreement to which it is a party and to secure the Sweetwater Bonds by a pledge to the Trustee of the payments to be made by the Company under such Loan Agreement and the First Mortgage Bonds.

THE FACILITIES

The Prior Carbon Bonds were issued by Carbon County to finance qualifying solid waste disposal facilities or air or water pollution control facilities (the *"Carbon Facilities"*) for the Carbon coal-fired electric generating plant (the *"Carbon Plant"*) located in Carbon County.

The Prior Converse Bonds were issued to finance qualifying air and water pollution control facilities (the *"Dave Johnston Facilities"*) for the Dave Johnston coal-fired electric generating plant (the *"Dave Johnston Plant"*) located near the town of Glenrock, Wyoming.

The Prior Emery 1974 Bonds were issued by Emery County to finance qualifying solid waste disposal facilities or air or water pollution control facilities (the *"Huntington Facilities"*) for the Huntington coal-fired electric generating plant (the *"Huntington Plant"*) located in Emery County.

The Prior Emery 6-3/8% Bonds were issued to finance qualifying solid waste disposal facilities or air or water pollution control facilities (the *"Emery 1 Facilities"*) for the second unit of the Huntington Plant and the Emery generating plant, which is now known as the Hunter coal-fired steam electric generating plant (the *"Hunter Plant"*), each of which is located in Emery County.

The Prior Emery 5.90% Bonds were issued to finance qualifying water and air pollution control facilities (the *"Emery 2 Facilities"*) for the second unit of the Huntington Plant and the Hunter Plant in Emery County.

The Prior Emery 10.70% Bonds were issued to refund the Emery County, Utah $16,750,000 Pollution Control Revenue Bonds (Utah Power & Light Company Project), dated May 11, 1984 (the *"Emery May 1984 Bonds"*), that were issued to finance qualifying air or water pollution control facilities (the *"Hunter Facilities"*) for Unit 3 of the Hunter Plant located in Emery County.

The Prior Lincoln Bonds were issued to finance qualifying solid waste disposal facilities or air pollution control facilities (the *"Naughton Facilities"*) for the Naughton coal-fired electric generating plant (the *"Naughton Plant"*) located in Lincoln County.

The Prior Moffat Bonds were issued to finance Colorado-Ute's undivided 29% interest in air and water pollution control facilities (the *"Craig Facilities"*) in connection with electric generating units 1 and 2 of the Craig Station (the *"Craig Station"*) located in Moffat County. The Prior Moffat Bonds had been in default prior to the time the Company assumed an obligation to make payments with respect to the Prior Moffat Bonds in connection with the Company's acquisition of its interest in the Craig Facilities.

The Prior Sweetwater 1994T Bonds were issued to temporarily refund the $21,260,000 principal amount of Sweetwater County, Wyoming, Pollution Control Revenue Bonds (Pacific Power & Light Company Project) Series 1973 (the *"Sweetwater 1973 Bonds"*), which were issued to finance the Company's undivided 66-2/3% interest in the qualifying air and water pollution control facilities (the *"Jim Bridger Facilities"*) for the Jim Bridger coal-fired steam electric generating plant (the *"Jim Bridger Plant"*) located in Sweetwater County.

The Carbon Plant, the Dave Johnston Plant, the Huntington Plant, the Hunter Plant, the Naughton Plant, the Craig Station and the Jim Bridger Plant are hereinafter referred to collectively as the *"Plants"* and the Carbon Facilities, the Huntington Facilities, the Dave Johnston Facilities, the Emery 1 Facilities, the Emery 2 Facilities, the Hunter Facilities, the Naughton Facilities, the Craig Facilities and the Jim Bridger Facilities are hereinafter referred to collectively as the *"Facilities."* The interest of the Company in each of the Facilities is hereinafter referred to as the *"Project."*

USE OF PROCEEDS

The proceeds from the initial sale of the Bonds, together with funds of the Company, were applied to the redemption of the principal amount of the Prior Bonds outstanding immediately prior to redemption on January 15, 1995.

THE BONDS

The six issues of Bonds are each an entirely separate issue but contain substantially the same terms and provisions. The following is a summary of certain provisions common to the Bonds of the six issues. A default in respect of one issue will not, in and of itself, constitute a default in respect of any other issue; however, the same occurrence may constitute a default with respect to more than one issue. No issue of the Bonds is entitled to the benefits of any payments or other security pledged for the benefit of the other issues. Optional or mandatory redemption of one issue of the Bonds may be made in the manner described below without redemption of the other issues. Reference is hereby made to the forms of the Bonds in their entirety for the detailed provisions thereof. References to the Issuer, the Trustee, the Bank, the Paying Agent, the Registrar, the Remarketing Agent, the Bonds, the Prior Bonds, the Plant, the Facilities, the Project, the Indenture, the Loan Agreement, the Letter of Credit and other documents and parties are deemed to refer to the Issuer, the Trustee, the Bank, the Paying Agent, the Registrar, the Remarketing Agent, the Bonds, the Prior Bonds, the Plant, the Facilities, the Project, the Indenture, the Loan Agreement, the Letter of Credit and such other documents and parties, respectively, relating to each issue of the Bonds. Initially capitalized terms used herein and not otherwise defined are used as defined in the Indenture.

GENERAL

The Bonds have been issued only as fully registered Bonds without coupons in the manner described below. The Bonds were dated as of their initial date of delivery and mature on the dates set forth on the inside front cover page of this Reoffering Circular. The Bonds may bear interest at Daily, Weekly, Flexible or Term Interest Rates designated and determined from time to time as described herein. Following the reoffering of the Bonds on November 19, 2008, the Rate Period (as defined below) for the Bonds of each issue will be a Weekly Interest Rate Period. The Bonds are subject to purchase at the option of the holders of the Bonds, and under certain circumstances are subject to mandatory purchase, in the manner and at the times described herein. The Bonds are subject to optional and mandatory redemption prior to maturity in the manner and at the times described herein.

Bonds may be transferred or exchanged for other Bonds in authorized denominations at the principal office of the Trustee as the registrar and paying agent (in such capacities, the *"Registrar"* and the *"Paying Agent"*). The Bonds will be issued in authorized denominations of $100,000 or any integral multiple of $100,000 (provided that one Bond need not be in a multiple of $100,000, but may be in such denomination greater than $100,000 as is necessary to account for any principal amount of the Bonds not corresponding directly with $100,000 denominations) when the Bonds bear interest at a Daily or Weekly Interest Rate; $100,000 or any integral

multiple of $5,000 in excess of $100,000, when the Bonds bear interest at a Flexible Interest Rate; and $5,000 or any integral multiple thereof, when the Bonds bear interest at a Term Interest Rate (collectively, *"Authorized Denominations"*). Exchanges and transfers will be made without charge to the Owners, except for any applicable tax or other governmental charge.

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

"Interest Payment Date" means (a) with respect to any Daily or Weekly Interest Rate Period, the first Business Day of each calendar month, (b) with respect to any Term Interest Rate Period, the first day of the sixth month following the commencement of the Term Interest Rate Period and the first day of each sixth month thereafter, (c) with respect to any Flexible Segment, the Business Day next succeeding the last day of such Flexible Segment, (d) with respect to any Rate Period, the Business Day next succeeding the last day thereof and (e) with respect to any Bond when it bears interest at a Flexible Interest Rate, any date on which there is a mandatory purchase of the Bond as described in subparagraph (c) of the first paragraph under "—Mandatory Purchase" and (f) with respect to any Pledged Bond bearing interest at a Flexible Interest Rate, regardless of the duration of the Flexible Segment, the date on which such Pledged Bond is remarketed pursuant to the Indenture.

"Rate Period" means any Daily Interest Rate Period, Weekly Interest Rate Period, Flexible Interest Rate Period or Term Interest Rate Period.

"Record Date" means (a) with respect to any Interest Payment Date in respect of any Daily Interest Rate Period, Weekly Interest Rate Period or Flexible Segment, the Business Day next preceding such Interest Payment Date, and (b) with respect to any Interest Payment Date in respect of any Term Interest Rate Period, the fifteenth day of the month preceding such Interest Payment Date.

"Tax-Exempt" means, with respect to interest on any obligations of a state or local government, including the Bonds, that such interest is not includible in gross income of the owners of such obligations for federal income tax purposes, except for any interest on any such obligations for any period during which such obligations are owned by a person who is a "substantial user" of any facilities financed or refinanced with such obligations or a "related person" within the meaning of Section 103(b)(13) of the Internal Revenue Code of 1954, as amended (the *"1954 Code"*), whether or not such interest is includible as an item of tax preference or otherwise includible directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Internal Revenue Code of 1986, as amended (the *"Code"*).

PAYMENT OF PRINCIPAL AND INTEREST

The principal of and premium, if any, on the Bonds is payable to the Owners upon surrender thereof at the principal office of the Paying Agent. Except when the Bonds are held in book-entry form (see *"Book-Entry System"*), interest is payable (i) by bank check or draft mailed by first class mail on the Interest Payment Date to the Owners as of the Record Date or (ii) during any Rate Period other than a Term Interest Rate Period, in immediately available funds (by wire transfer or by deposit to the account of the Owner of any such Bond if such account is maintained with the Paying Agent), but in respect of any Owner of Bonds in a Daily or Weekly Interest Rate Period only to any Owner which owns Bonds in an aggregate principal amount of at least $1,000,000 on the Record Date and who has provided wire transfer instructions to the Paying Agent prior to the close of business on such Record Date.

Interest on each Bond is payable on each Interest Payment Date for each such Bond for the period commencing on the immediately preceding Interest Payment Date (or if no interest has been paid thereon, commencing on the date of issuance thereof) to, but not including, such Interest Payment Date. Interest is computed, in the case of any Daily, Weekly, or Flexible Interest Rate Period, on the basis of a 365- or 366-day year, as applicable, for the number of days actually elapsed and, in the case of a Term Interest Rate Period, on the basis of a 360-day year consisting of twelve 30-day months.

RATE PERIODS

The term of the Bonds is divided into consecutive Rate Periods, during which such Bonds bear interest at a Daily Interest Rate, Weekly Interest Rate, Flexible Interest Rate or Term Interest Rate, as described below. At any time the Rate Period applicable to any issue of Bonds may be different from that applicable to any other issue of Bonds.

WEEKLY INTEREST RATE PERIOD

Determination of Weekly Interest Rate. During each Weekly Interest Rate Period, the Bonds of an issue bear interest at the Weekly Interest Rate determined by the Remarketing Agent no later than the first day of such Weekly Interest Rate Period and thereafter no later than Tuesday of each week during such Weekly Interest Rate Period, unless any such Tuesday is not a Business Day, in which event the Weekly Interest Rate will be determined by the Remarketing Agent no later than the Business Day next preceding such Tuesday.

The Weekly Interest Rate is the rate determined by the Remarketing Agent (based on an examination of Tax-Exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then prevailing market conditions) to be the lowest rate which would enable the Remarketing Agent to sell the Bonds on the effective date of such rate at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. If the Remarketing Agent has not determined a Weekly Interest Rate for any period, the Weekly Interest Rate will be the same as the Weekly Interest Rate for the immediately preceding week. The first Weekly Interest Rate determined for each Weekly Interest Rate Period applies to the period commencing on the first day of the Weekly Interest Rate Period and ending on the next

succeeding Tuesday. Thereafter, each Weekly Interest Rate applies to the period commencing on each Wednesday and ending on the next succeeding Tuesday, unless such Weekly Interest Rate Period ends on a day other than Tuesday, in which event the last Weekly Interest Rate for such Weekly Interest Rate Period applies to the period commencing on the Wednesday preceding the last day of such Weekly Interest Rate Period and ending on such last day. In no event may the Weekly Interest Rate exceed the lesser of 12% per annum or the rate specified in any Letter of Credit or Alternate Credit Facility then in effect (initially 12% per annum).

Adjustment to Weekly Interest Rate Period. The interest rate borne by Bonds of an issue may be adjusted to a Weekly Interest Rate upon receipt by the Issuer, the Trustee, the Paying Agent, the Remarketing Agent and the Bank or the Obligor on an Alternate Credit Facility, as the case may be, of a written notice from the Company. Such notice (a) must specify the effective date of such adjustment to a Weekly Interest Rate, which must be (i) a Business Day not earlier than the twentieth day following the third Business Day after the date of receipt by the Trustee and Paying Agent of such notice (or such shorter period after the date of such receipt as is acceptable to the Trustee), (ii) in the case of an adjustment from a Term Interest Rate Period, a day on which the Bonds could be redeemed at the option of the Company or the day immediately following the last day of the then-current Term Interest Rate Period, and (iii) in the case of an adjustment from a Flexible Interest Rate Period, either the day immediately following the last day of the then-current Flexible Interest Rate Period or the day immediately following the last day of the last Flexible Segment for each Bond in the then-current Flexible Interest Rate Period, all as determined in accordance with clause (a) or (b), respectively, under "—Flexible Interest Rate Period-Adjustment from Flexible Interest Rates;" *provided, however*, that if prior to the Company's making such election, any Bonds have been called for redemption and such redemption has not theretofore been effected, the effective date of such Weekly Interest Rate Period may not precede such redemption date; and (b) if the adjustment is from a Term Interest Rate Period having a duration in excess of one year, must be accompanied by an opinion of nationally recognized bond counsel (*"Bond Counsel"*) to the effect that such adjustment (i) is authorized or permitted by the Indenture and the Utah Act, the Wyoming Act or the Colorado Act, as applicable, and (ii) will not adversely affect the Tax-Exempt status of the interest on the Bonds.

Notice of Adjustment to Weekly Interest Rate Period. The Trustee will give notice by mail of an adjustment to a Weekly Interest Rate Period to the Owners not less than 20 days prior to the effective date of such Weekly Interest Rate Period. Such notice must state (a) that the interest rate on such Bonds will be adjusted to a Weekly Interest Rate (subject to the Company's ability to rescind its election as described below under *"Rescission of Election"*), (b) the effective date of such Weekly Interest Rate Period, (c) that such Bonds are subject to mandatory purchase on such effective date, (d) the procedures for such mandatory purchase, (e) the purchase price of such Bonds on the effective date (expressed as a percentage of the principal amount thereof), and (f) that the Owners of such Bonds do not have the right to retain their Bonds on such effective date.

DAILY INTEREST RATE PERIOD

Determination of Daily Interest Rate. During each Daily Interest Rate Period, the Bonds of an issue bear interest at the Daily Interest Rate determined by the Remarketing Agent either on each Business Day for such Business Day or on the next preceding Business Day for any day that is not a Business Day.

The Daily Interest Rate is the rate determined by the Remarketing Agent (based on an examination of Tax-Exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then-prevailing market conditions) to be the lowest rate which would enable the Remarketing Agent to sell the Bonds on the effective date of such rate at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. If the Remarketing Agent has not determined a Daily Interest Rate for any day by 10:00 a.m., New York time, the Daily Interest Rate for such day will be the same as the Daily Interest Rate for the immediately preceding Business Day. In no event may the Daily Interest Rate exceed the lesser of 12% per annum or the rate specified in any Letter of Credit or Alternate Credit Facility then in effect (initially 12% per annum).

Adjustment to Daily Interest Rate Period. The interest rate borne by Bonds of an issue may be adjusted to a Daily Interest Rate upon receipt by the Issuer, the Trustee, the Paying Agent, the Remarketing Agent and the Bank or the Obligor on an Alternate Credit Facility, as the case may be, of a written notice from the Company. Such notice (a) must specify the effective date of the adjustment to a Daily Interest Rate, which must be (i) a Business Day not earlier than the twentieth day following the third Business Day after the date of receipt by the Trustee and Paying Agent of such notice (or such shorter period after the date of such receipt as is acceptable to the Trustee), (ii) in the case of an adjustment from a Term Interest Rate Period, a day on which the Bonds could be redeemed at the option of the Company or the day immediately following the last day of the then-current Term Interest Rate Period, and (iii) in the case of an adjustment from a Flexible Interest Rate Period, either the day immediately following the last day of the then-current Flexible Interest Rate Period or the day immediately following the last day of the last Flexible Segment for each Bond in the then-current Flexible Interest Rate Period, all as determined in accordance with clause (a) or (b), respectively, under "—Flexible Interest Rate Period-Adjustment from Flexible Interest Rates;" *provided, however*, that if prior to the Company's making such election, any Bonds have been called for redemption and such redemption has not theretofore been effected, the effective date of such Daily Interest Rate Period may not precede such redemption date; and (b) if the adjustment is from a Term Interest Rate Period having a duration in excess of one year, is accompanied by an opinion of Bond Counsel to the effect that such adjustment (i) is authorized or permitted by the Indenture and the Utah Act, the Wyoming Act or the Colorado Act, as applicable, and (ii) will not adversely affect the Tax-Exempt status of the interest on the Bonds.

Notice of Adjustment to Daily Interest Rate Period. The Trustee will give notice by mail of an adjustment to a Daily Interest Rate Period to the Owners not less than 20 days prior to the effective date of such Daily Interest Rate Period. Such notice must state (a) that the interest rate on such Bonds will be adjusted to a Daily Interest Rate (subject to the Company's ability to rescind its election as described below under *"Rescission of Election"*), (b) the effective date of

such Daily Interest Rate Period, (c) that such Bonds are subject to mandatory purchase on such effective date, (d) the procedures for such mandatory purchase, (e) the purchase price of such Bonds on the effective date (expressed as a percentage of the principal amount thereof), and (f) that the Owners of such Bonds do not have the right to retain their Bonds on such effective date.

TERM INTEREST RATE PERIOD

Determination of Term Interest Rate. During each Term Interest Rate Period, the Bonds of an issue bear interest at the Term Interest Rate determined by the Remarketing Agent on a Business Day selected by the Remarketing Agent, but not more than 30 days prior to and not later than the effective date of such Term Interest Rate Period.

The Term Interest Rate is the rate determined by the Remarketing Agent on such date, and communicated on such date to the Trustee, the Paying Agent, the Company and the Bank (or the Obligor on an Alternate Credit Facility, as the case may be), as being the lowest rate (based on an examination of Tax-Exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then prevailing market conditions) which would enable the Remarketing Agent to sell the Bonds on the effective date of such Term Interest Rate Period at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. If, for any reason, a Term Interest Rate for any Term Interest Rate Period has not be determined or effective, then (a) if the then-current Term Interest Rate Period is for one year or less, the Rate Period for such Bonds will automatically convert to a Daily Interest Rate Period and (b) if the then-current Term Interest Rate Period is for more than one year, the Rate Period for the Bonds will automatically adjust to a Term Interest Rate Period of one year and one day; *provided, however,* that if the last day of any successive Term Interest Rate Period is not a day immediately preceding a Business Day, then such successive Term Interest Rate Period will end on the first day immediately preceding the Business Day next succeeding such day or, if such Term Interest Rate Period would end after the day prior to the final maturity date of the Bonds, the next succeeding Rate Period will be a Term Interest Rate Period ending on the day prior to the final maturity date of the Bonds; *provided*, further, that in the case of clause (b) above, if the Company delivers to the Trustee an approving opinion of Bond Counsel prior to the end of the then-effective Term Interest Rate Period, the Rate Period for the Bonds will adjust to a Daily Interest Rate Period. If the Daily Interest Rate for the first day of any such Daily Interest Rate Period is not determined as described under "—Daily Interest Rate Period-Determination of Daily Interest Rate," the Daily Interest Rate for the first day of such Daily Interest Rate Period will be 80% of the most recent One-Year Note Index theretofore published in *The Bond Buyer* (or, if *The Bond Buyer* is no longer published or no longer publishes the One-Year Note Index, the one-year note index contained in the publication determined by the Remarketing Agent as most comparable to *The Bond Buyer*). If a Term Interest Rate for any such Term Interest Rate Period described in clause (b) above is not determined as described in the second preceding sentence, the Term Interest Rate for such Term Interest Rate Period will be 100% of the most recent One-Year Note Index theretofore published in *The Bond Buyer* (or, if *The Bond Buyer* is no longer published or no longer publishes the One-Year Note Index, the one-year note index contained in the publication determined by the Remarketing Agent as most comparable to *The Bond Buyer*). In no event may any Term Interest Rate exceed the lesser of 12% per annum or the rate specified in any Alternate Credit Facility then in effect.

Adjustment to or Continuation of Term Interest Rate Period. The interest rate borne by Bonds of an issue may be adjusted to or continued as a Term Interest Rate upon receipt by the Issuer, the Trustee, the Paying Agent, the Remarketing Agent and the Bank or the Obligor on an Alternate Credit Facility, as the case may be, of a written notice from the Company, which notice specifies the duration of the Term Interest Rate Period during which the Bonds bear, or continue to bear, interest at a Term Interest Rate. Such notice may specify two or more consecutive Term Interest Rate Periods and, if it so specifies, must specify the duration of each such Term Interest Rate Period as provided in this paragraph. Such notice must specify the effective date of each Term Interest Rate Period, which must be (a) a Business Day not earlier than the twentieth day following the third Business Day after the date of receipt by the Trustee and Paying Agent of such notice (or such shorter period after the date of such receipt as is acceptable to the Trustee), (b) in the case of an adjustment from or continuation of a Term Interest Rate Period, a day on which the Bonds could be redeemed at the option of the Company or the day immediately following the last day of the then-current Term Interest Rate Period, and (c) in the case of an adjustment from a Flexible Interest Rate Period, either the day immediately following the last day of the then-current Flexible Interest Rate Period or the day immediately following the last day of the last Flexible Segment for each Bond in the then-current Flexible Interest Rate Period, all as determined in accordance with clause (a) or (b), respectively, under "—Flexible Interest Rate Period-Adjustment from Flexible Interest Rates;" *provided, however,* that if prior to the Company's making such election, any Bonds have been called for redemption and such redemption has not been effected, the effective date of such Term Interest Rate Period may not precede such redemption date. Such notice must also specify (i) the last day of such Term Interest Rate Period (which is either the day preceding the maturity date of the Bonds or a day which both immediately precedes a Business Day and is at least one year after such effective date) and (ii) unless such Term Interest Rate Period immediately succeeds a Term Interest Rate Period of the same duration and is subject to the same optional redemption rights, is accompanied by an opinion of Bond Counsel to the effect that such adjustment (A) is authorized or permitted by the Indenture and the Utah Act, the Wyoming Act or the Colorado Act, as applicable, and (B) will not adversely affect the Tax-Exempt status of the interest on the Bonds.

If, by 20 days prior to the end of the then-current Term Interest Rate Period, the Trustee has not received the Company's notice of an adjustment to a Daily Interest Rate Period, a Weekly Interest Rate Period, a Term Interest Rate Period or a Flexible Interest Rate Period, accompanied by appropriate opinions of Bond Counsel, then (a) in the event the then-current Term Interest Rate Period is for one year or less, the Rate Period for the Bonds will automatically convert to a Daily Interest Rate Period and (b) in the event the current Term Interest Rate Period is for more than one year, the Rate Period for the Bonds will automatically adjust to a Term Interest Rate Period of one year and one day; *provided, however,* that if the last day of any successive Term Interest Rate Period will not be a day immediately preceding a Business Day, then such successive Term Interest Rate Period will end on the first day immediately preceding the Business Day next succeeding such day or, if such Term Interest Rate Period would end after the day prior to the final maturity date of the Bonds, the next succeeding Rate Period will be a Term Interest Rate Period ending on the day prior to the final maturity date of the Bonds; *provided,* further, that in the case of clause (b) above, if the Company delivers to the Trustee an approving opinion of Bond Counsel prior to the end of the then-effective Term Interest Rate Period, the Rate Period for the Bonds will adjust to a Daily Interest Rate Period. If

the Daily Interest Rate for the first day of any such Daily Interest Rate Period is not determined as described under "—Daily Interest Rate Period-Determination of Daily Interest Rate," the Daily Interest Rate for the first day of such Daily Interest Rate Period will be 80% of the most recent One-Year Note Index theretofore published in *The Bond Buyer* (or, if *The Bond Buyer* is no longer published or no longer publishes the One-Year Note Index, the one-year note index contained in the publication determined by the Remarketing Agent as most comparable to *The Bond Buyer*). If a Term Interest Rate for any such Term Interest Rate Period described in clause (b) above is not determined as described in the second preceding sentence, the Term Interest Rate for such Term Interest Rate Period will be 100% of the most recent One-Year Note Index theretofore published in *The Bond Buyer* (or, if *The Bond Buyer* is no longer published or no longer publishes the One-Year Note Index, the one-year note index contained in the publication determined by the Remarketing Agent as the most comparable to *The Bond Buyer*).

The notice of an adjustment to or continuation of a Term Interest Rate may specify that such Term Interest Rate Period will be automatically renewed for successive Term Interest Rate Periods each having the same duration as the Term Interest Rate Period so specified; *provided, however*, that such election must be accompanied by an opinion of Bond Counsel to the effect that such continuing automatic renewals of such Term Interest Rate Period (a) are authorized or permitted by the Indenture and the Utah Act, the Wyoming Act or the Colorado Act, as applicable, and (b) will not adversely affect the Tax-Exempt status of interest on the Bonds. If such election is made, no opinion of Bond Counsel is required in connection with the commencement of each successive Term Interest Rate Period determined in accordance with such election. At the same time the Company elects to have the Bonds bear interest at a Term Interest Rate, or to continue to bear interest at a Term Interest Rate, the Company may also specify in the notice to the Trustee optional redemption prices and periods different from those set forth in the Indenture during the Term Interest Rate Period(s) with respect to which such election is made; *provided, however,* that such notice is accompanied by an opinion of Bond Counsel to the effect that such changes are authorized or permitted by the Utah Act, the Wyoming Act or the Colorado Act, as applicable, and the Indenture and will not adversely affect the Tax-Exempt status of the Bonds.

Notice of Adjustment to or Continuation of Term Interest Rate Period. The Trustee will give notice by mail of an adjustment to or continuation of a Term Interest Rate Period to the Owners not less than 20 days prior to the effective date of such Term Interest Rate Period. Such notice must state (a) that the interest rate on the Bonds will be adjusted to, or continue to be, a Term Interest Rate (subject to the Company's ability to rescind its election as described below under *"Rescission of Election"*), (b) the effective date and the last date of such Term Interest Rate Period, (c) that the Term Interest Rate for such Term Interest Rate Period will be determined not later than the effective date thereof, (d) how such Term Interest Rate may be obtained from the Remarketing Agent, (e) the Interest Payment Dates after such effective date, (f) that during such Term Interest Rate Period the holders of such Bonds will not have the right to tender their Bonds for purchase, (g) that, except when the new Term Interest Rate Period is preceded by a Term Interest Rate Period of the same duration, such Bonds are subject to mandatory purchase on such effective date, and (h) the redemption provisions that will apply to the Bonds during such Term Interest Rate Period.

FLEXIBLE INTEREST RATE PERIOD

Determination of Flexible Segments and Flexible Interest Rates. During each Flexible Interest Rate Period, each Bond bears interest during each Flexible Segment for such Bond at the Flexible Interest Rate for such Bond. Each Flexible Segment for any Bond will be a period ending on a day immediately preceding a Business Day, of not less than one nor more than 365 days determined by the Remarketing Agent to be, in its judgment, the period which, together with all other Flexible Segments for all Bonds of such issue then outstanding, is likely to result in the lowest overall net interest expense on such Bonds. Any Bond purchased on behalf of the Company and remaining unsold by the Remarketing Agent as of the close of business on the effective date of the Flexible Segment for such Bond will have a Flexible Segment of one day or, if such Flexible Segment would not end on a day immediately preceding a Business Day, a Flexible Segment of more than one day ending on the day immediately preceding the next Business Day. No Flexible Segment may extend beyond the final maturity date of the Bonds.

The Flexible Interest Rate for each Flexible Segment for each Bond is the rate determined by the Remarketing Agent (based on an examination of Tax-Exempt obligations comparable to the Bonds known by the Remarketing Agent to have been priced or traded under then prevailing market conditions) no later than the first day of such Flexible Segment (and in the case of a Flexible Segment of one day, no later than 12:30 p.m. New York time, on such date) to be the lowest rate which would enable the Remarketing Agent to sell the Bonds on the effective date of such rate at a price (without regard to accrued interest) equal to 100% of the principal amount thereof. If a Flexible Segment or a Flexible Interest Rate for a Flexible Segment is not determined or effective, the Flexible Segment for such Bond will be a Flexible Segment of one day, and the interest rate for such Flexible Segment of one day will be 80% of the most recent One-Year Note Index theretofore published in *The Bond Buyer* (or, if *The Bond Buyer* is no longer published or no longer publishes the One-Year Note Index, the one-year note index contained in the publication determined by the Remarketing Agent as most comparable to *The Bond Buyer*). In no event may any Flexible Interest Rate exceed the lesser of 12% per annum or the rate specified in any Alternate Credit Facility then in effect.

Adjustment to Flexible Interest Rate Period. The interest rate borne by Bonds of an issue may be adjusted to Flexible Interest Rates upon receipt by the Issuer, the Trustee, the Paying Agent, the Remarketing Agent and the Bank or the Obligor on an Alternate Credit Facility, as the case may be, of a written notice from the Company. Such notice (a) must specify the effective date of the Flexible Interest Rate Period which must be (i) a Business Day not earlier than the twentieth day following the third Business Day after the date of receipt by the Trustee and Paying Agent of such notice (or such shorter period after the date of such receipt as is acceptable to the Trustee) and (ii) in the case of an adjustment from a Term Interest Rate Period, a day on which the Bonds could be redeemed at the option of the Company or the day immediately following the last day of the then-current Term Interest Rate Period; *provided, however,* that if prior to the Company's making such election any Bonds have been called for redemption and such redemption has not theretofore been effected, the effective date of the Flexible Interest Rate Period may not precede such redemption date and (b) in the case of an adjustment from a Term Interest Rate Period having a duration in excess of one year, is accompanied by an opinion of Bond Counsel to the effect that such adjustment (i) is authorized or permitted by the Indenture

and the Utah Act, the Wyoming Act or the Colorado Act, as applicable, and (ii) will not adversely affect the Tax-Exempt status of the interest on the Bonds. During each Flexible Interest Rate Period commencing on the date so specified (provided that the opinion of Bond Counsel described in clause (b) above, if required, is reaffirmed as of such date) and ending on the day immediately preceding the effective date of the next succeeding Rate Period, each Bond will bear interest at a Flexible Interest Rate during each Flexible Segment for such Bond.

Notice of Adjustment to Flexible Interest Rate Period. The Trustee will give notice by mail of an adjustment to a Flexible Interest Rate Period to the Owners not less than 20 days prior to the effective date of such Flexible Interest Rate Period. Such notice must state (a) that the interest rate on the Bonds will be adjusted to Flexible Interest Rates (subject to the Company's ability to rescind its election as described below under *"Rescission of Election"*), (b) the effective date of such Flexible Interest Rate Period, (c) that such Bonds are subject to mandatory purchase on the effective date of such Flexible Interest Rate Period, (d) the procedures for such mandatory purchase, and (e) that the Owners of such Bonds do not have the right to retain their Bonds on such effective date.

Adjustment from Flexible Interest Rates. At any time during a Flexible Interest Rate Period, the interest rate borne by Bonds of an issue may be adjusted from Flexible Interest Rates and the Bonds will instead bear interest as otherwise permitted in the Indenture, upon receipt by the Issuer, the Trustee, the Paying Agent, the Remarketing Agent and the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) of written notice from the Company specifying the Rate Period to follow with respect to such Bonds and instructing the Remarketing Agent to:

(a) determine Flexible Segments of such duration that, as soon as possible, all Flexible Segments will end on the same date, not earlier than the eleventh day following the third Business Day (or such shorter period acceptable to the Trustee) following the receipt by the Trustee and Paying Agent of notice from the Company, which date will be the last day of the then-current Flexible Interest Rate Period, and, upon the establishment of such Flexible Segments, the day next succeeding the last day of all such Flexible Segments is the effective date of the Rate Period elected by the Company; or

(b) determine Flexible Segments of such duration that will, in the judgment of the Remarketing Agent, best promote an orderly transition to the next succeeding Rate Period beginning not earlier than the eleventh day following the third Business Day (or such shorter period acceptable to the Trustee) after the receipt by the Trustee and Paying Agent of such notice.

If the Company selects alternative (b) above, the day next succeeding the last day of the Flexible Segment for each Bond of an issue will be with respect to such Bond the effective date of the Rate Period elected by the Company. An adjustment from a Flexible Interest Rate Period described in this paragraph may result in some of the Bonds of an issue bearing interest at a Daily Interest Rate, Weekly Interest Rate or Term Interest Rate while other Bonds of such issue continue to bear interest at Flexible Interest Rates.

DETERMINATION CONCLUSIVE

The determination of the various interest rates referred to above is conclusive and binding upon the Remarketing Agent, the Trustee, the Paying Agent, the Issuer, the Company, the Owners of the Bonds and the Bank (or the Obligor on an Alternate Credit Facility, as the case may be).

RESCISSION OF ELECTION

The Company may rescind any election by it to adjust to or, in the case of a Term Interest Rate Period, continue a Rate Period prior to the effective date of such adjustment or continuation by giving written notice of rescission to the Issuer, the Trustee, the Paying Agent the Remarketing Agent and the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) prior to such effective date. At the time the Company gives notice of the rescission, it may also elect in such notice to continue the Rate Period then in effect; *provided, however,* that if the Rate Period then in effect is a Term Interest Rate Period, the subsequent Term Interest Rate Period may not be of a different duration than the Term Interest Rate Period then in effect unless the Company provides to the Trustee an approving opinion of Bond Counsel prior to the expiration of the then-current Term Interest Rate Period. If the Trustee receives notice of such rescission prior to the time the Trustee has given notice to the Owners of the change in or continuation of Rate Periods, then such notice of change in or continuation of Rate Periods is of no force and effect and will not be given to the Owners. If the Trustee receives notice of such rescission after the Trustee has given notice to the Owners of an adjustment from other than a Term Interest Rate Period in excess of one year or an attempted adjustment from one Rate Period (other than a Term Interest Rate Period in excess of one year) to another Rate Period does not become effective for any other reason and if the Company does not elect to continue the Term Interest Rate Period then in effect, then the Rate Period for the Bonds will automatically adjust to or continue in a Daily Interest Rate Period and the Trustee will immediately give notice thereof to the Owners of the Bonds. If the Trustee receives notice of such rescission after the Trustee has given notice to the Owners of an adjustment from a Term Interest Rate Period in excess of one year to another Rate Period (including a Term Interest Rate Period of a different duration), or if an attempted adjustment from a Term Interest Rate Period in excess of one year to another Rate Period (including a Term Interest Rate Period of a different duration) does not become effective for any reason and if the Company does not elect to continue the Term Interest Rate Period then in effect, then the Rate Period for the Bonds will continue to be a Term Interest Rate Period of the same duration as the immediately preceding Term Interest Rate Period, subject to the second proviso contained in the paragraph above under "—Term Interest Rate Period-Determination of Term Interest Rate;" *provided* that if the Company delivers to the Trustee an approving opinion of Bond Counsel prior to the end of the then effective Term Interest Rate Period, the Rate Period for the Bonds will be as directed by the Company in writing. If a Daily Interest Rate for the first day of any Daily Interest Rate Period to which a Rate Period is adjusted in accordance with this paragraph is not determined as described in "-Daily Interest Rate Period-Determination of Daily Interest Rate," the Daily Interest Rate for the first day of such Daily Interest Rate Period will be 80% of the most recent One-Year Note Index theretofore published in *The Bond Buyer* (or, if *The Bond Buyer* is no longer published or no longer publishes the One-Year Note Index, the one-year note index contained in the

publication determined by the Remarketing Agent as most comparable to *The Bond Buyer*). The Trustee will immediately give written notice of each such automatic adjustment to a Rate Period as described in this paragraph to the Owners.

Notwithstanding the rescission by the Company of any notice to adjust or continue a Rate Period, if notice has been given to Owners of such adjustment or continuation, the Bonds are subject to mandatory purchase as specified in such notice.

OPTIONAL PURCHASE

Daily Interest Rate Period. During any Daily Interest Rate Period, any Bond (or portions thereof in Authorized Denominations) will be purchased at the option of the owner thereof on any Business Day at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase upon:

(a) delivery to the Trustee at the Delivery Office of the Trustee and to the Remarketing Agent at the Principal Office of the Remarketing Agent, not later than 11:00 a.m., New York time, on such Business Day, of an irrevocable written or telephonic notice (promptly confirmed in writing), which states the principal amount and certificate number (if the Bonds are not then held in book-entry form) of such Bond to be purchased and the date of such purchase; and

(b) except when the Bond is held in book-entry form, delivery of such Bond, accompanied by an instrument of transfer (which may be the form printed on the Bond) executed in blank by its Owner, with such signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc. to the Delivery Office of the Trustee at or prior to 1:00 p.m., New York time, on such purchase date.

Weekly Interest Rate Period. During any Weekly Interest Rate Period, any Bond (or portions thereof in Authorized Denominations) will be purchased at the option of the owner thereof on any Wednesday, or if such Wednesday is not a Business Day, the next succeeding Business Day at a purchase price equal to 100% of the principal amount thereof plus accrued interest, if any, to the date of purchase upon:

(a) delivery to the Trustee at the Delivery Office of the Trustee of an irrevocable written notice or telephonic notice (promptly confirmed in writing) by 5:00 p.m., New York time, on any Business Day, which states the principal amount and certificate number (if the Bonds are not then held in book-entry form) of such Bond to be purchased and the date on which such Bond is to be purchased, which date may not be prior to the seventh day next succeeding the date of the delivery of such notice to the Trustee; and

(b) except when the Bond is held in book-entry form, delivery of such Bond, accompanied by an instrument of transfer (which may be the form printed on the Bond) executed in blank by its Owner, with such signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc. to the Delivery Office of the

Trustee at or prior to 1:00 p.m., New York time, on the purchase date specified in such notice.

Term Interest Rate Period. Any Bond (or portions thereof in Authorized Denominations) will be purchased at the option of the owner thereof on the first day of any Term Interest Rate Period that follows a Term Interest Rate Period of equal duration, at a purchase price equal to (x) if the Bond is purchased on or prior to the Record Date, 100% of the principal amount thereof plus accrued interest from the Interest Payment Date next preceding the date of purchase to the date of purchase (unless the date of purchase is an Interest Payment Date in which case the purchase price is equal to the principal amount thereof) or (y) if the Bond is purchased after the Record Date, 100% of the principal amount thereof, upon:

(a) delivery to the Trustee at the Delivery Office of the Trustee on any Business Day not less than 15 days before the purchase date of an irrevocable notice in writing by 5:00 p.m., New York time, which states the principal amount and certificate number (if the Bonds are not then held in book-entry form) of such Bond to be so tendered for purchase; and

(b) except when the Bond is held in book-entry form, delivery of such Bond, accompanied by an instrument of transfer (which may be the form printed on the Bond) executed in blank by its Owner, with such signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange, Inc. to the Delivery Office of the Trustee at or prior to 1:00 p.m., New York time, on the date of such purchase.

FOR SO LONG AS THE BONDS ARE HELD IN BOOK-ENTRY FORM, THE BENEFICIAL OWNER OF THE BONDS THROUGH ITS DIRECT PARTICIPANT (AS HEREINAFTER DEFINED) MUST GIVE NOTICE TO THE TRUSTEE TO ELECT TO HAVE SUCH BONDS PURCHASED, AND MUST EFFECT DELIVERY OF SUCH BONDS BY CAUSING SUCH DIRECT PARTICIPANT TO TRANSFER ITS INTEREST IN THE BONDS EQUAL TO SUCH BENEFICIAL OWNER'S INTEREST ON THE RECORDS OF DTC TO THE TRUSTEE'S PARTICIPANT ACCOUNT WITH DTC. THE REQUIREMENT FOR PHYSICAL DELIVERY OF THE BONDS IN CONNECTION WITH ANY PURCHASE PURSUANT TO THE PROVISIONS DESCRIBED ABOVE ARE DEEMED SATISFIED WHEN THE OWNERSHIP RIGHTS IN THE BONDS ARE TRANSFERRED BY DTC PARTICIPANTS ON THE RECORDS OF DTC. SEE "—BOOK-ENTRY SYSTEM."

MANDATORY PURCHASE

The Bonds are subject to mandatory purchase at a purchase price equal to 100% of the principal amount thereof, plus accrued interest to the purchase date described below, upon the occurrence of any of the events stated below:

(a) as to any Bond, on the effective date of any change in a Rate Period, other than the effective date of a Term Interest Rate Period which was preceded by a Term Interest Rate Period of the same duration;

(b) as to each Bond in a Flexible Interest Rate Period, on the day next succeeding the last day of any Flexible Segment with respect to such Bond; or

(c) as to all Bonds of an issue, on the Business Day preceding an Expiration of the Term of the Letter of Credit or an Expiration of the Term of an Alternate Credit Facility; or

(d) as to all of the Bonds of an issue, on the next succeeding Business Day following the day that the Trustee receives notice from the Bank or the Obligor on an Alternate Credit Facility, as the case may be, that, following a drawing on the Letter of Credit or the Alternate Credit Facility on an Interest Payment Date for the payment of unpaid interest on the Bonds, the Letter of Credit or the Alternate Credit Facility will not be reinstated in accordance with its terms.

When Bonds are subject to redemption pursuant to paragraph (c) below under "—Optional Redemption of Bonds," the Bonds are also subject to mandatory purchase on a day that the Bonds would be subject to redemption, at a purchase price equal to 100% of the principal amount thereof plus an amount equal to any premium which would have been payable on such redemption date had the Bonds been redeemed if the Company gives notice to the Trustee on the day prior to the redemption date that it elects to have the Bonds purchased in lieu of redemption. If the Bonds are purchased on or prior to the Record Date, the purchase price will include accrued interest from the Interest Payment Date next preceding the date of purchase to the date of purchase (unless the date of purchase is an Interest Payment Date, in which case the purchase price is equal to the amount specified in the preceding sentence). If the Bonds are purchased after the Record Date, the purchase price does not include accrued interest.

If the Bonds are subject to mandatory purchase in accordance with the provisions described in subparagraph (c) of the second preceding paragraph, the Trustee will give notice by mail to the Remarketing Agent and the Owners of the Bonds of the Expiration of the Term of the Letter of Credit or the Expiration of the Term of an Alternate Credit Facility, as the case may be, not less than 15 days prior to such Expiration, which notice must (a) describe generally any Letter of Credit or any Alternate Credit Facility in effect prior to such Expiration, and any Substitute Letter of Credit or Alternate Credit Facility to be in effect upon such Expiration and state the name of the provider thereof; (b) state the date of the Expiration of the Term of the Letter of Credit or the Expiration of the Term of an Alternate Credit Facility, as the case may be; (c) state the rating or ratings, if any, which the Bonds are expected to receive from any rating agency following such Expiration; (d) state that the Bonds are subject to mandatory purchase; (e) state the purchase date; and (f) except when the Bonds are held in book-entry form, state that the Bonds must be delivered to the New York office designated by the Trustee as the "Delivery Office of the Trustee."

If the Bonds are subject to mandatory purchase in accordance with the provisions described in subparagraph (d) of the third preceding paragraph, the Trustee shall, immediately upon receipt of notice from the Bank or the Obligor on a Alternate Credit Facility, as the case may be, that the Letter of Credit or the Alternate Credit Facility will not be reinstated in accordance with its terms, give Electronic Notice and notice by overnight mail service to the Remarketing Agent and to the Owners of the Bonds at their addresses shown on the registration books kept by the Registrar, which notice shall (a) describe generally any Letter of Credit or any Alternate Credit Facility in effect prior to such mandatory purchase; (b) state that the Letter of

Credit or the Alternate Credit Facility, as the case may be, is not being reinstated in accordance with its terms; (c) state that the Bonds are subject to mandatory purchase; (d) state the purchase date; and (e) except when the Bonds are held in book-entry form, state that the Bonds must be delivered to the New York office designated by the Trustee as the "Delivery Office of the Trustee."

FOR SO LONG AS THE BONDS ARE HELD IN BOOK-ENTRY FORM, NOTICES OF MANDATORY PURCHASE OF BONDS WILL BE GIVEN BY THE TRUSTEE TO DTC ONLY, AND NEITHER THE ISSUER, THE TRUSTEE, THE COMPANY NOR ANY REMARKETING AGENT HAS ANY RESPONSIBILITY FOR THE DELIVERY OF ANY SUCH NOTICES BY DTC TO ANY DIRECT PARTICIPANTS OF DTC, BY ANY DIRECT PARTICIPANTS TO ANY INDIRECT PARTICIPANTS OF DTC OR BY ANY DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS TO BENEFICIAL OWNERS OF THE BONDS. FOR SO LONG AS THE BONDS ARE HELD IN BOOK-ENTRY FORM, THE REQUIREMENT FOR PHYSICAL DELIVERY OF THE BONDS IN CONNECTION WITH ANY PURCHASE PURSUANT TO THE PROVISIONS DESCRIBED ABOVE ARE DEEMED SATISFIED WHEN THE OWNERSHIP RIGHTS IN THE BONDS ARE TRANSFERRED BY DIRECT PARTICIPANTS ON THE RECORDS OF DTC. SEE "BOOK-ENTRY SYSTEM."

PURCHASE OF BONDS

On the date on which Bonds are delivered to the Trustee for purchase as specified above under "—Optional Purchase" or "—Mandatory Purchase," the Trustee will pay the purchase price of such Bonds solely from the following sources in the order of priority indicated, and the Trustee has no obligation to use funds from any other source:

(a) Available Moneys (as hereinafter defined) furnished by the Company to the Trustee for the purchase of Bonds;

(b) proceeds of the sale of such Bonds (other than Bonds sold to the Company, any subsidiary of the Company, any guarantor of the Company, the Issuer or any "insider" (as defined in the United States Bankruptcy Code) of any of the aforementioned) by the Remarketing Agent;

(c) Available Moneys or moneys provided pursuant to the Letter of Credit or an Alternate Credit Facility, as the case may be, for the payment of the purchase price of the Bonds furnished by the Trustee pursuant to the Indenture for the purchase of Bonds deemed paid in accordance with the defeasance provisions of the Indenture;

(d) moneys furnished pursuant to the Letter of Credit or an Alternate Credit Facility, as the case may be, to the Trustee for the payment of the purchase price of the Bonds; and

(e) any other moneys furnished by the Company to the Trustee for purchase of the Bonds;

provided, however, that funds for the payment of the purchase price of defeased Bonds may be derived only from the sources described in (c) above, in such order of priority.

"Available Moneys" means (a) during such time as a Letter of Credit or an Alternate Credit Facility is in effect, (i) moneys on deposit in trust with the Trustee as agent and bailee for the Owners of the Bonds for a period of at least 123 days prior to and during which no petition in bankruptcy or similar insolvency proceeding has been filed by or against the Company or the Issuer (or any subsidiary of the Company, any guarantor of the Company or any insider (as defined in the United States Bankruptcy Code), to the extent that such moneys were deposited by any of such subsidiary, guarantor or insider) or is pending (unless such petition has been dismissed and such dismissal is final and not subject to appeal) and (ii) (A) proceeds of the issuance of refunding bonds (including proceeds from the investment thereof), and (B) any other moneys, if, in the written opinion of nationally recognized counsel experienced in bankruptcy matters selected by the Company (which opinion is in a form acceptable to the Trustee, to Moody's, if the Bonds are then rated by Moody's and to S&P, if the Bonds are then rated by S&P, and is delivered to the Trustee at or prior to the time of the deposit of such proceeds with the Trustee), the deposit and use of such proceeds or other moneys will not constitute a voidable preference under Section 547 of the United States Bankruptcy Code in the event either the Issuer or the Company were to become a debtor under the United States Bankruptcy Code (the *"Preference Opinion Condition"*), and (b) at any time that a Letter of Credit or an Alternate Credit Facility is not in effect, any moneys on deposit with the Trustee as agent and bailee for the Owners of the Bonds and proceeds from the investment thereof.

REMARKETING OF BONDS

The Remarketing Agent will offer for sale and use its best efforts to remarket any Bond subject to purchase pursuant to the optional or mandatory purchase provisions described above, any such remarketing to be made at a price equal to 100% of the principal amount thereof plus accrued interest, if any, to the purchase date. The Company may direct the Remarketing Agent from time to time to cease and to resume sales efforts with respect to some or all of the Bonds.

Anything in the Indenture to the contrary notwithstanding, at any time during which the Letter of Credit or an Alternate Credit Facility, as the case may be, is in effect, there will be no sales of Bonds as described in the preceding paragraph, if (a) there has occurred and has not been cured or waived an Event of Default described in paragraphs (a), (b) or (c) under the caption "THE INDENTURES—Defaults" of which the Remarketing Agent and the Trustee have actual knowledge or (b) the Bonds have been declared to be immediately due and payable as described under the caption "THE INDENTURES—Remedies" and such declaration has not been rescinded pursuant to the Indenture.

OPTIONAL REDEMPTION OF BONDS

Bonds of any issue may be redeemed at the option of the Company (but only with the consent of the Bank (or, if applicable, by the Obligor on an Alternate Credit Facility, if required by the Alternate Credit Facility)), in whole, or in part by lot, prior to their maturity date as follows:

(a) On any Business Day during a Daily Interest Rate Period or Weekly Interest Rate Period, the Bonds of an issue may be redeemed at a redemption price equal

to 100% of the principal amount thereof plus accrued interest, if any, to the date of redemption.

(b) During any Flexible Interest Rate Period, each Bond may be redeemed on the day next succeeding the last day of each Flexible Segment for such Bond at a redemption price equal to 100% of its principal amount.

(c) During any Term Interest Rate Period and on the day next succeeding the last day of each Term Interest Rate Period, the Bonds of an issue may be redeemed during the periods specified below, in whole or in part at any time, at the redemption prices set forth below plus accrued interest, if any, to the redemption date:

LENGTH OF TERM INTEREST RATE PERIOD	REDEMPTION DATES AND PRICES
Greater than 13 years	At any time on or after the 10th anniversary of the effective date of the Term Interest Rate Period at 102% declining 1% annually to 100%
Greater than 10 and less than or equal to 13 years	At any time on or after the 5th anniversary of the effective date of the Term Interest Rate Period at 102% declining 1% annually to 100%
Greater than 7 and less than or equal to 10 years	At any time on or after the 3rd anniversary of the effective date of the Term Interest Rate Period at 102% declining 1% annually to 100%
Greater than 4 and less than or equal to 7 years	At any time on or after the 2nd anniversary of the effective date of the Term Interest Rate Period at 101% declining 1/2% annually to 100%
Greater than 2 and less than or equal to 4 years	At any time on or after the 2nd anniversary of the effective date of the Term Interest Rate Period at 101% declining 1/2% each six months thereafter to 100%
Greater than 1 and less than or equal to 2 years	At any time on or after the 1st anniversary of the effective date of the Term Interest Rate Period at 100-1/2% declining 1/2% six months thereafter to 100%
Less than or equal to 1 year	Not redeemable

With respect to any Term Interest Rate Period, the Company may specify in the notice described above in the third paragraph under "—Term Interest Rate Period-Adjustment to or Continuation of Term Interest Rate Period" redemption provisions, prices and periods other than those set forth above; *provided, however*, that such notice is accompanied by an opinion of Bond Counsel to the effect that such changes are authorized or permitted by the Utah Act, the Wyoming Act or the Colorado Act, as applicable, and the Indenture and will not adversely affect the Tax-Exempt status of the Bonds.

EXTRAORDINARY OPTIONAL REDEMPTION OF BONDS

At any time, the Bonds of an issue are subject to redemption at the option of the Company in whole or in part (and if in part, by lot), at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, upon receipt by the Trustee of a written notice from the Company (but only with the consent of the Bank (or, if applicable, by the Obligor on an Alternate Credit Facility, if required by the Alternate Credit Facility)) stating that any of the following events has occurred and that the Company therefore intends to exercise its option to prepay the payments due under the Loan Agreement in whole or in part and thereby effect the redemption of the Bonds of an issue in whole or in part to the extent of such prepayments:

(a) the Company has determined that the continued operation of the Plant is impracticable, uneconomical or undesirable for any reason; or

(b) the Company has determined that the continued operation of the Project is impracticable, uneconomical or undesirable due to (i) the imposition of taxes, other than ad valorem taxes currently levied upon privately owned property used for the same general purpose as the Project, or other liabilities or burdens with respect to the Project or the operation thereof, (ii) changes in technology, in environmental standards or legal requirements or in the economic availability of materials, supplies, equipment or labor or (iii) destruction of or damage to all or part of the Project; or

(c) all or substantially all of the Project or the Plant has been condemned or taken by eminent domain; or

(d) the operation of the Project or the Plant has been enjoined or has otherwise been prohibited by, or conflicts with, any order, decree, rule or regulation of any court or of any federal, state or local regulatory body, administrative agency or other governmental body.

SPECIAL MANDATORY REDEMPTION OF BONDS

The Bonds are subject to mandatory redemption at 100% of the principal amount thereof plus accrued interest, if any, to the date of redemption upon the occurrence of the following events.

The Bonds will be redeemed in whole within 180 days following a *"Determination of Taxability"* as defined below; *provided* that, if in the opinion of Bond Counsel delivered to the Trustee, the redemption of a specified portion of the Bonds outstanding would have the result that interest payable on the Bonds remaining outstanding after such redemption would remain Tax-Exempt, then the Bonds will be redeemed in part by lot (in Authorized Denominations) in such amount as Bond Counsel in such opinion has determined is necessary to accomplish that result. A *"Determination of Taxability"* is deemed to have occurred if, as a result of an Event of Taxability (as defined below), a final decree or judgment of any federal court or a final action of the Internal Revenue Service determines that interest paid or payable on any Bond is or was

includible in the gross income of an owner of the Bonds for federal income tax purposes under the Code (other than an owner who is a *"substantial user"* or *"related person"* within the meaning of Section 103(b)(13) of the 1954 Code). However, no such decree or action will be considered final for this purpose unless the Company has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of any owner of a Bond, and until conclusion of any appellate review, if sought. If the Trustee receives written notice from any owner stating (a) that the owner has been notified in writing by the Internal Revenue Service that it proposes to include the interest on any Bond in the gross income of such owner for the reasons described therein or any other proceeding has been instituted against such owner which may lead to a final decree or action as described in the Loan Agreement, and (b) that such owner will afford the Company the opportunity to contest the same, either directly or in the name of the owner, until a conclusion of any appellate review, if sought, then the Trustee will promptly give notice thereof to the Company, the Insurer, the Bank (or the Obligor on an Alternate Credit Facility, as the case may be), the Issuer and the owner of each Bond then outstanding. If a final decree or action as described above thereafter occurs and the Trustee has received written notice thereof at least 45 days prior to the redemption date, the Trustee will make the required demand for prepayment of the amounts payable under the Loan Agreement for prepayment of the Bonds and give notice of the redemption of the Bonds at the earliest practical date, but not later than the date specified in the Loan Agreement, and in the manner provided by the Indenture. An *"Event of Taxability"* means the failure of the Company to observe any covenant, agreement or representation in the Loan Agreements, which failure results in a Determination of Taxability.

PROCEDURE FOR AND NOTICE OF REDEMPTION

If less than all of the Bonds of an issue are called for redemption, the particular Bonds or portions thereof to be redeemed will be selected by the Trustee, by lot. In selecting Bonds for redemption, the Trustee will treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of each Bond by the minimum Authorized Denomination. Notwithstanding the foregoing provisions, Pledged Bonds shall be redeemed prior to any other Bonds. Any Bonds selected for redemption which are deemed to be paid in accordance with the provisions of the Indenture will cease to bear interest on the date fixed for redemption. Subject to the procedures described below under "—Book-Entry System" for Bonds held in book-entry form, upon presentation and surrender of such Bonds at the place or places of payment, such Bonds will be paid and redeemed. Notice of redemption will be given by mail as provided in the Indenture, at least 30 days and not more than 60 days prior to the redemption date, provided that the failure to duly give notice by mailing to any Owner, or any defect therein, does not affect the validity of any proceedings for the redemption of any other of the Bonds. Such notice will also be sent to the Remarketing Agent, the Insurer, the Bank or the Obligor on an Alternative Credit Facility, as the case may be, the Company Mortgage Trustee, Moody's, S&P, securities depositories and bond information services.

With respect to notice of any optional redemption of the Bonds, as described above, unless upon the giving of such notice, such Bonds are deemed to have been paid within the meaning of the Indenture, such notice may state that such redemption is conditional upon the receipt by the Trustee, on or prior to the date fixed for such redemption, of Available Moneys

sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed. If such Available Moneys are not so received, the redemption will not be made and the Trustee will give notice, in the manner in which the notice of redemption was given, that such redemption will not take place.

SPECIAL CONSIDERATIONS RELATING TO THE BONDS

The Remarketing Agents are Paid By the Company. The Remarketing Agents' responsibilities include determining the interest rate from time to time and remarketing Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the applicable Indenture and the Remarketing Agreement), all as further described in this Reoffering Circular. The Remarketing Agents are appointed by the Company and paid by the Company for their services. As a result, the interests of the Remarketing Agents may differ from those of existing Holders and potential purchasers of Bonds.

The Remarketing Agents May Purchase Bonds for their Own Accounts. The Remarketing Agents act as remarketing agents for a variety of variable rate demand obligations and, in their sole discretion, may purchase such obligations for their own accounts. The Remarketing Agents are permitted, but not obligated, to purchase tendered Bonds for their own accounts and, in their sole discretion, may acquire such tendered Bonds in order to achieve a successful remarketing of the Bonds (i.e., because there otherwise are not enough buyers to purchase the Bonds) or for other reasons. However, the Remarketing Agents are not obligated to purchase Bonds, and may cease doing so at any time without notice. The Remarketing Agents may also make a market in the Bonds by purchasing and selling Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agents are not required to make a market in the Bonds. The Remarketing Agents may also sell any Bonds they have purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce their exposure to the Bonds. The purchase of Bonds by the Remarketing Agents may create the appearance that there is greater third party demand for the Bonds in the market than is actually the case. The practices described above also may result in fewer Bonds being tendered in a remarketing.

Bonds May be Offered at Different Prices on Any Date Including an Interest Rate Determination Date. Pursuant to the Indentures and the Remarketing Agreements, the Remarketing Agents are required to determine the applicable rate of interest that, in their judgment, is the lowest rate that would permit the sale of the Bonds bearing interest at the applicable interest rate at par plus accrued interest, if any, on and as of the applicable interest rate determination date. The interest rate will reflect, among other factors, the level of market demand for the Bonds (including whether the Remarketing Agents are willing to purchase Bonds for their own accounts). There may or may not be Bonds tendered and remarketed on an interest rate determination date, the Remarketing Agents may or may not be able to remarket any Bonds tendered for purchase on such date at par and the Remarketing Agents may sell Bonds at varying prices to different investors on such date or any other date. The Remarketing Agents are not obligated to advise purchasers in a remarketing if they do not have third party buyers for all of the Bonds at the remarketing price. In the event a Remarketing Agent owns any Bonds for its

own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Bonds on any date, including the interest rate determination date, at a discount to par to some investors.

The Ability to Sell the Bonds Other Than Through the Tender Process May Be Limited. The Remarketing Agents may buy and sell Bonds other than through the tender process. However, they are not obligated to do so and may cease doing so at any time without notice and may require Holders that wish to tender their Bonds to do so through the Tender Agent with appropriate notice. Thus, investors who purchase the Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Bonds other than by tendering the Bonds in accordance with the tender process.

The Remarketing Agents May Resign, Without a Successor Being Named. The Remarketing Agents may resign, upon 30 days' prior written notice, without a successor having been named.

BOOK-ENTRY SYSTEM

The following information in this section concerning The Depository Trust Company, New York, New York ("DTC"), and its book-entry system has been furnished for use in the Reoffering Circular by DTC. None of the Company, the Issuers or the Remarketing Agents take any responsibility for the accuracy of such information.

DTC will act as securities depository for the Bonds. The Bonds were issued as fully-registered bonds registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Bond certificate will be issued for the Bonds of each issue, in the aggregate principal amount thereof, and will be deposited with DTC. One fully-registered Bond was issued for each issue of the Bonds, in the aggregate principal amount of such issue, and was deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (*"Direct Participants"*) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a whole-owned subsidiary of The Depository Trust & Clearing Corporation (*"DTCC"*). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by

the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S and non-U.S. securities brokers and dealers, banks and trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (*"Indirect Participants"*). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee, does not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults and proposed amendments to documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

While Bonds are in the book-entry system, redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

As long as the book-entry system is used for the Bonds, redemption notices will be sent to Cede & Co. If less than all of the Bonds of any issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

As long as the book-entry system is used for the Bonds, principal or purchase price of and premium, if any, and interest payments on, the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of fund and corresponding detailed information from the Issuer or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Company, the Paying Agent, the Trustee, the Remarketing Agent or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, purchase price, premium and interest with respect to the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent, disbursement of such payments to Direct Participants are the responsibility of DTC, and disbursement of such payments to the Beneficial Owners are the responsibility of Direct and Indirect Participants.

A Beneficial Owner must give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Remarketing Agent, and must effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Remarketing Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Remarketing Agent's DTC account.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The Company may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

None of the Issuer, the Company, the Remarketing Agent, the Trustee nor the Paying Agent will have any responsibility or obligation to any securities depository, any Participants in the Book-Entry System or the Beneficial Owners with respect to (a) the accuracy of any records maintained by the securities depository or any Participant; (b) the payment by the securities depository or by any Participant of any amount due to any Beneficial Owner in respect of the principal amount or redemption of, or interest on, any Bonds; (c) the delivery of any notice by the securities depository or any Participant; (d) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (e) any other action taken by the securities depository or any Participant.

TERMINATION OF BOND INSURANCE

Concurrently with the issuance of the Bonds, Ambac issued an Ambac Insurance Policy with respect to the Bonds of each issue to guarantee the payment of principal of and interest on the applicable Bonds when due. In connection with the delivery of the Letters of Credit, Ambac, the Company, the Trustee, each of the Issuers and the Company, acting as owner of Bonds, will enter into separate Release Agreements, pursuant to which Ambac will be released from all liabilities under each Ambac Insurance Policy and will surrender any and all rights under the Trust Indentures and payment of principal of and interest on the Bonds when due will no longer be guaranteed by Ambac under the Ambac Insurance Policies. Purchasers of the Bonds will be deemed to have consented to the provisions of the Release Agreements, including but not limited to the release of Ambac from all liabilities under the applicable Ambac Insurance Policy.

Purchasers of the Bonds have no claims against Ambac for the payment of principal of and interest on the Bonds under the Ambac Insurance Policies and may only look to the Bank (so long as the Bank is obligated to make such payment under the Letter of Credit), an Obligor on an Alternate Credit Facility (to the extent the such Obligor is obligated to make such payment under an Alternate Credit Facility) or the Company.

Under the Indenture and the Loan Agreement, PacifiCorp has reserved the right following the expiration or termination of the Letter of Credit to obtain an Insurance Policy as all or part of an Alternate Credit Facility. *References in the Indenture, the Loan Agreement and in this Reoffering Circular to the Insurer or an Insurance Policy, refer to the provider of such Insurance Policy or such Insurance Policy and not to Ambac or the Ambac Insurance Policies; provided, however, that Ambac is not prevented from providing an Insurance Policy in the future as all or part of an Alternate Credit Facility. No Insurance Policy will be in place while the Letter of Credit is in effect.*

THE LETTERS OF CREDIT AND THE CREDIT AGREEMENTS

Each Letter of Credit will operate independently. A default under a Letter of Credit with respect to the Bonds of one issue may not, in and of itself, constitute a default under a Letter of Credit with respect to the Bonds of any other issue; however, the same occurrence may constitute a default under the Letter of Credit with respect to Bonds of more than one issue. The Letters of Credit contain substantially identical terms, and the following is a summary of certain

provisions common to the Letters of Credit. All references in this summary to the Issuer, the Trustee, the Bank, the Remarketing Agent, the Letter of Credit, the Indenture, the Loan Agreement, the Bonds and other documents and parties are deemed to refer to the Issuer, the Trustee, the Bank, the Remarketing Agent, the Letter of Credit, the Indenture, the Bonds and such other documents and parties, respectively, relating to each issue of the Bonds.

LETTERS OF CREDIT

On the date of reoffering of the Bonds, the Bank will issue in favor of the Trustee for each issue of Bonds a separate Letter of Credit in the form of a direct pay letter of credit. Each Letter of Credit will be issued in the aggregate principal amount of the applicable issue of Bonds plus 48 days' interest at 12% per annum, on the basis of a 365 day year (as from time to time reduced and reinstated as provided in each Letter of Credit). Each Letter of Credit will permit the Trustee to draw up to an amount equal to the then outstanding principal amount of the applicable issue of Bonds to pay the unpaid principal thereof and accrued interest on such Bonds, subject to the terms, conditions and limitations stated therein. The Letter of Credit for each issue of the Bonds will be substantially in the form attached hereto as Appendix E.

Each Letter of Credit will expire on November 19, 2009, but will be automatically extended, without written amendment, to, and shall expire on, November 19, 2010, unless on or before October 20, 2009, notice is received by the Trustee stating that the Bank elects not to extend such Letter of Credit beyond November 19, 2009. The date on which the Letter of Credit expires as described in the preceding sentence, or if such date is not a Business Day then the first succeeding Business Day thereafter is defined in the Letter of Credit as the Expiration Date. As used in each Letter of Credit, the term "Business Day" means a day on which the San Francisco Letter of Credit Operations Office of the Bank is open for business.

Each drawing honored by the Bank under each Letter of Credit will immediately reduce the available amount thereunder by the amount of such drawing. Any drawing to pay interest will be automatically reinstated on the eighth (8th) Business Day following the date such drawing is honored by the Bank, unless the Company shall have received notice from the Bank no later than seven (7) Business Days after such drawing is honored that there shall be no such reinstatement. Any drawing to pay the purchase price of a Bond shall be reinstated if the Bonds related to such drawing are remarketed and the remarketing proceeds are paid to the Bank prior to the Expiration Date in an amount equal to the sum of (i) the amount paid to the Bank from such remarketing proceeds and (ii) interest on such amount. See Appendix E.

CREDIT AGREEMENTS

General. The Company is party to that certain $800,000,000 Amended and Restated Credit Agreement dated July 6, 2006 among the Company, the financial institutions party thereto, the Administrative Agent (as defined below) and The Royal Bank of Scotland plc, as syndication agent (together with all related documents, the *"2006 Credit Agreement"*) and that certain $700,000,000 Credit Agreement dated October 23, 2007 among the Company, the financial institutions party thereto, the Administrative Agent and The Royal Bank of Scotland plc, as syndication agent (together with all related documents, the *"2007 Credit Agreement"*). In

addition, the Company has executed and delivered a separate Letter of Credit Agreement (each, a "Letter of Credit Agreement" and collectively, the *"Letter of Credit Agreements"*) requesting that the Bank issue a letter of credit for each issue of Bonds and governing the issuance thereof. The Letter of Credit Agreements, the 2006 Credit Agreement and the 2007 Credit Agreement are collectively referred to herein as the "Credit Agreements." Each Letter of Credit is issued pursuant to either the 2006 Credit Agreement or the 2007 Credit Agreement, together with the related Letter of Credit Agreement.

The Credit Agreements define the relationship between the Company and the financial institutions party thereto, including the Bank; neither the Issuers nor the Trustee have any interest in the Credit Agreements or in any of the funds or accounts created under them. Under the Credit Agreements, the Company has agreed to reimburse the Bank for any drawings under the related Letter of Credit, to pay certain fees and expenses, to pay interest on any unreimbursed drawings or other amounts unpaid, and to reimburse the Bank for certain other costs and expenses incurred.

Defined Terms. Capitalized terms used in this section and in the 2006 Credit Agreement or the 2007 Credit Agreement, as applicable, that are not otherwise defined in this Reoffering Circular will have the meanings set forth below.

"Administrative Agent" means, with respect to the 2006 Credit Agreement, JPMorgan Chase Bank, N.A. in its capacity as administrative agent for the Syndicate Banks and its successors in such capacity, and with respect to the 2007 Credit Agreement, Union Bank of California, N.A. in its capacity as administrative agent for the Syndicate Banks and its successors in such capacity.

"Commitment" means (i) with respect to any Syndicate Bank listed on the signature pages to the respective Credit Agreement, the amount set forth opposite its name on the commitment schedule as its Commitment and (ii) with respect to each additional Syndicate Bank or assignee which becomes a Syndicate Bank pursuant to either of the Credit Agreements, the amount of the Commitment thereby assumed by it, in each case as such amount may from time to time be reduced or increased pursuant to the respective Credit Agreement.

"Debt" of any Person means at any date, without duplication, (i) all obligations of such Person for borrower money, (ii) all obligations of such Person evidenced by bonds (other than surety bonds), debentures, notes or other similar instruments, (iii) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising in the ordinary course of business, (iv) all Capitalized Lease Obligations (as defined in the respective Credit Agreement) of such Person, (v) all non-contingent reimbursement, indemnity or similar obligations of such Person in respect of amounts paid under a letter of credit, surety bond or similar instrument, (vi) all Debt of others secured by a Lien on any asset of such Person, whether or not such Debt is assumed by such Person, and (vii) all Debts of others Guaranteed (as defined in the respective Credit Agreement) by such Person.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, or any successor statute.

"ERISA Group" means all members of a controlled group of corporations and all trades or business (whether or not incorporated) under common control which, together with Company, are treated as a single employer under Section 414 of the Internal Revenue Code.

"Issuing Bank" means any Syndicate Bank designated by Company that may agree to issue letters of credit pursuant to an instrument in form reasonably satisfactory to the Administrative Agent, each in its capacity as an issuer of a letter of credit under the respective Credit Agreement.

"Loans" means Committed Loans or Competitive Bid Loans (as such terms are defined in the respective Credit Agreement) or any combination of the foregoing pursuant to the respective Credit Agreement.

"Material Debt" means Debt of the Company arising under a single or series of related instruments or other agreements exceeding $35,000,000 in principal amount.

"PBGC" means the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

"Person" means any individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"Reimbursement Obligations" means, if Commitments remain in effect on the date payment is made by the Issuing Bank, all such amounts paid by an Issuing Bank and remaining unpaid by the Company after the date and time required for payment under the respective Credit Agreement.

"Required Banks" means at any time Syndicate Banks having more than 50% of the total Commitments under the respective Credit Agreement, or if the Commitments shall have been terminated, holding more than 50% of the sum of the outstanding Loans and letter of credit liabilities.

"Syndicate Bank" or *"Syndicate Banks"* means, individually or collectively, each bank or other financial institution listed on the signature pages to the respective Credit Agreements, each assignee which becomes a Syndicate Bank pursuant to the respective Credit Agreements, and their respective successors.

Events of Default and Remedies. Any one or more of the following events constitute an event of default (an *"Event of Default"*) under the respective Credit Agreement:

(a) the Company shall fail to pay when due any principal of any Loan or any Reimbursement Obligation or shall fail to pay, within five days of the due date thereof, any interest, commitment fees or facility fees payable hereunder or shall fail to cash collateralize any letter of credit pursuant to the respective Credit Agreement;

(b) the Company shall fail to pay any other amount claimed by one or more Syndicate Banks under the respective Credit Agreement within five days of the due date thereof, unless (i) such claim is disputed in good faith by the Company, (ii) such unpaid claimed amount does not exceed $100,000 and (iii) the aggregate of all such unpaid claimed amounts does not exceed $300,000;

(c) the Company shall fail to observe or perform certain specified financial covenants contained in the respective Credit Agreement;

(d) the Company shall fail to observe or perform any covenant or agreement contained in the respective Credit Agreement (other than those covered by clause (a), (b) or (c) above) for 15 days after written notice thereof has been given to the Company by the Administrative Agent at the request of any Syndicate Bank;

(e) any representation, warranty, certification or statement made by the Company in the respective Credit Agreement or in any certificate, financial statement or other document delivered pursuant to such Credit Agreement shall prove to have been incorrect in any material respect when made (or deemed made);

(f) the Company shall fail to make any payment in respect of any Material Debt (other than Loans or any Reimbursement Obligation) or Material Hedging Obligations (as defined in the respective Credit Agreement) when due or within any applicable grace period;

(g) any event or condition shall occur which results in the acceleration of the maturity of any Material Debt of the Company or enables the holder of such Material Debt or any Person acting on such holder's behalf to accelerate the maturity thereof;

(h) the Company shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; or shall consent to any such relief or to the appoint of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(i) an involuntary case or other proceeding shall be commenced against the Company seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against the Company under the federal bankruptcy laws as now or hereafter in effect;

(j) the Company or any member of the ERISA Group shall fail to pay when due an amount or amounts aggregating in excess of $25,000,000 which it shall have become liable to pay to the PBGC or to a Plan under Title IV of ERISA; or notice of intent to terminate a Material Plan (as defined in the 2006 Credit Agreement) shall be filed under Title IV of ERISA by any member of the ERISA Group, any plan administrator or any combination of the foregoing; or the PBGC shall institute proceedings under Title IV of ERISA to terminate, to impose liability in excess of $25,000,000 (other than for premiums under Section 4007 of ERISA) in respect of, or to cause a trustee to be appointed to administer any Material Plan or a proceeding shall be instituted by a fiduciary of any Multiemployer Plan (as defined in the 2006 Credit Agreement) against any member of the ERISA Group to enforce Section 515 or 4219(c)(5) of ERISA in respect of an amount or amounts aggregating in excess of $25,000,000, and such proceeding shall not have been dismissed within 20 days thereafter; or a condition shall exist by reason of which the PBGC would be entitled to obtain a decree adjudicating that any Material Plan must be terminated; or there shall occur a complete or partial withdrawal from, or a default, within the meaning of Section 4219(c)(5) of ERISA, with respect to, one or more Multiemployer Plans which would cause one or more members of the ERISA Group to incur a current payment obligation in excess of $25,000,000;

(k) a judgment or order for the payment of money in excess of $25,000,000 shall be rendered against the Company and such judgment or order shall continue unsatisfied and unstayed for a period of 30 days;

(l) MidAmerican Energy Holdings Company or any wholly-owned subsidiary thereof that owns common stock of the Company (*"MidAmerican"*) shall fail to own (directly or indirectly through one or more Subsidiaries) at least 80% of the outstanding shares of common stock of the Company; any person or group of persons (within the meaning of Section 13 or 14 of the Securities Exchange Act of 1934, as amended), except Berkshire Hathaway Inc. or any wholly-owned subsidiary thereof, shall acquire a beneficial ownership (within the meaning of Rule 13d-3 promulgated by the Securities and Exchange Commission under said Act) of 35% or more of the outstanding shares of common stock of MidAmerican; or, during any period of 14 consecutive calendar months commencing on or after March 21, 2006, individuals who were directors of the Company on the first day of such period and any new director whose election by the board of directors of the Company or nomination for election by the Company's shareholders was approved by a vote of at least a majority of the directors then still in office who either were directors at the beginning of the applicable period or whose election or nomination for election was previously so approved, shall cease to constitute a majority of the board of directors of the Company.

Upon the occurrence of any Event of Default under the respective Credit Agreement, the Administrative Agent shall (i) if request by the Required Banks, by notice to the Company terminate the Commitments and the obligation of each Syndicate Bank to make Loans thereunder and the obligation of each Issuing Bank to issue any letter of credit thereunder and such obligations to make Loans and issue new Letters of Credit shall thereupon terminate, and

(ii) if requested by the Required Banks, by notice to the Company declare the Loans (together with accrued interest thereon) and any outstanding Reimbursement Obligations in respect of any drawing under a letter of credit issued under the respective Credit Agreement to be, and the same shall thereupon become, immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company; *provided* that in the case of any of the Events of Default specified in clause (h) or (i) above with respect to the Company, without any notice to the Company or any other act by the Administrative Agent or the Syndicate Banks, the Commitments shall thereupon terminate and the Loans (together with accrued interest thereon) and any outstanding Reimbursement Obligations in respect of any drawing under a letter of credit issued under the respective Credit Agreement shall become immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Company.

The Company agrees, in addition to the Events of Default provisions above, that upon the occurrence and during the continuance of any Event of Default, it shall, if requested by the Administrative Agent upon the instruction of the Required Banks or any Issuing Bank having an outstanding letter of credit issued under the respective Credit Agreement, pay to the Administrative Agent an amount in immediately available funds (which funds shall be held as collateral pursuant to arrangements satisfactory to the Administrative Agent) equal to the aggregate amount available for drawing under all letters of credit issued under the respective Credit Agreements outstanding at such time (or, in the case of a request by an Issuing Bank, all such letters of credit issued by it); provided that, upon the occurrence of any Event of Default specified in clause (h) or (i) above with respect to the Company, and on the scheduled termination date of the respective Credit Agreement, the Company shall pay such amount forthwith without any notice or demand or any other act by the Administrative Agent, any Issuing Bank or any Syndicate Bank.

THE LOAN AGREEMENTS

Each Loan Agreement will operate independently. A default under one Loan Agreement will not necessarily constitute a default under the other Loan Agreements. The Loan Agreements contain substantially identical terms, and the following is a summary of certain provisions common to the Loan Agreements. All references in this summary to the Issuer, the Bank, the Loan Agreement and payments thereunder, the Indenture, the Letter of Credit, the Bonds, the Prior Bonds, the Facilities, the Project and other documents and parties are deemed to refer to the Issuer, the Bank, the Loan Agreement and such payments, the Indenture, the Letter of Credit, the Bonds, the Prior Bonds, the Facilities, the Project and such other documents and parties, respectively, relating to each issue of the Bonds.

ISSUANCE OF THE BONDS; LOAN OF PROCEEDS

The Issuer issued the Bonds for the purpose of refunding the Prior Bonds, the proceeds of which were used to finance or refinance, as the case may be, a portion of the Company's share of the costs of acquiring and improving the Facilities. The proceeds of the sale of the Bonds have been used to refund the Prior Bonds.

LOAN PAYMENTS; THE FIRST MORTGAGE BONDS

As and for repayment of the loan made to the Company by the Issuer, the Company will pay to the Trustee, for the account of the Issuer, an amount equal to the principal of, premium, if any, and interest on the Bonds when due on the dates, in the amounts and in the manner provided in the Indenture for the payment of the principal of, premium, if any, and interest on the Bonds, whether at maturity, upon redemption, acceleration or otherwise (*"Loan Payments"*); *provided, however,* that the obligation of the Company to make any such Loan Payment will be reduced by the amount of any reduction under the Indenture of the amount of the corresponding payment required to be made by the Issuer thereunder; and *provided further* that the obligation of the Company to make any such payment is deemed to be satisfied and discharged to the extent of the corresponding payment made (a) by the Bank to the Trustee under the Letter of Credit, (b) by the Obligor on an Alternate Credit Facility to the Trustee under such Alternate Credit Facility or (c) by the Company of principal of or premium, if any, or interest on the First Mortgage Bonds.

The Company's obligation to repay the loan made to it by the Issuer is secured by First Mortgage Bonds delivered to the Trustee equal in principal amount to, and bearing interest at the same rate and maturing on the same date as, the Bonds. The payments to be made by the Company pursuant to the Loan Agreement and the First Mortgage Bonds are pledged under the Indenture by the Issuer to the Trustee, and the Company is to make all payments thereunder and thereon directly to the Trustee. See "THE FIRST MORTGAGE BONDS—General" below.

Pursuant to the Loan Agreement, the Company may provide for the release of its First Mortgage Bonds by delivering to the Trustee collateral in substitution for the First Mortgage Bonds (*"Substitute Collateral"*), but only if the Company, on the date of delivery of such Substitute Collateral, simultaneously delivers to the Trustee (a) an opinion of Bond Counsel stating that delivery of such Substitute Collateral and release of the First Mortgage Bonds complies with the terms of the Loan Agreement and will not adversely affect the Tax-Exempt status of the Bonds; (b) written evidence from the Insurer and from the Bank or Obligor on an Alternate Credit Facility, as the case may be, to the effect that they have reviewed the proposed Substitute Collateral and find it to be acceptable; and (c) written evidence from Moody's, if the Bonds are then rated by Moody's, and from S&P, if the Bonds are then rated by S&P, in each case to the effect that such rating agency has reviewed the Substitute Collateral and that the release of the First Mortgage Bonds and the substitution of the Substitute Collateral for the First Mortgage Bonds will not, by itself, result in a reduction, suspension or withdrawal of such rating agency's rating or ratings of the Bonds.

PAYMENTS OF PURCHASE PRICE

The Company will pay or cause to be paid to the Trustee amounts equal to the amounts to be paid by the Trustee pursuant to the Indenture for the purchase of outstanding Bonds thereunder (see "THE BONDS-Optional Purchase" and "—Mandatory Purchase"), such amounts to be paid to the Trustee as the purchase price for the Bonds tendered for purchase pursuant to the Indenture, on the dates such payments are to be made; *provided, however,* that the obligation of the Company to make any such payment under the Loan Agreement will be reduced by the amount of any moneys held by the Trustee under the Indenture and available for such payment.

From the date of delivery of the Letter of Credit to and including the Interest Payment Date next preceding the Expiration of the Term of the Letter of Credit (or the Expiration of the Term of an Alternate Credit Facility, as the case may be), the Company will provide for the payment of the amounts to be paid by the Trustee for the purchase of Bonds by providing for the delivery of the Letter of Credit (or an Alternate Credit Facility, as the case may be) to the Trustee. The Trustee has been directed to draw moneys under the Letter of Credit (or an Alternate Credit Facility, as the case may be), in accordance with the provisions of the Indenture and the Letter of Credit (or an Alternate Credit Facility, as the case may be), to obtain the moneys necessary to pay the purchase price of Bonds when due.

OBLIGATION ABSOLUTE

The Company's obligation to make payments under the Loan Agreement and otherwise on the First Mortgage Bonds is absolute, irrevocable and unconditional and is not subject to cancellation, termination or abatement, or to any defense other than payment, or to any right of setoff, counterclaim or recoupment arising out of any breach under the Loan Agreement or the Indenture or otherwise by the Company, the Trustee, the Remarketing Agent, the Insurer, the Bank (or the Obligor on an Alternate Credit Facility, as the case may be), or any other party or out of any obligation or liability at any time owing to the Company by any such party.

EXPENSES

The Company is obligated to pay reasonable compensation and to reimburse certain expenses and advances of the Issuer, the Trustee, the Registrar, the Remarketing Agent, the Paying Agent, Moody's and S&P directly to such entity.

TAX COVENANTS; TAX-EXEMPT STATUS OF BONDS

The Company covenants that the Bond proceeds, the earnings thereon and other moneys on deposit with respect to the Bonds will not be used in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of the Code.

The Company covenants that it has not taken, and will not take, or permit to be taken on its behalf, any action which would adversely affect the Tax-Exempt status of the Bonds and will take, or require to be taken, such action as may, from time to time, be required under applicable law or regulation to continue to cause the Bonds to be Tax-Exempt. See "TAX EXEMPTION."

OTHER COVENANTS OF THE COMPANY

Maintenance of Existence; Conditions Under Which Exceptions Permitted. The Company covenants that it will maintain in good standing its corporate existence as a corporation organized under the laws of one of the states of the United States or the District of Columbia and will remain duly qualified to do business in the State of the Issuer, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another corporation; *provided, however,* that the Company may, without violating the foregoing,

undertake from time to time any one or more of the following: (a) consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States or of the District of Columbia), or sell or otherwise transfer to another domestic corporation all or substantially all of its assets as an entirety and thereafter dissolve, *provided* the resulting, surviving or transferee corporation, as the case may be, must be the Company or a corporation qualified to do business in the State of the Issuer as a foreign corporation or incorporated and existing under the laws of the State of the Issuer, which as a result of the transaction has assumed (either by operation of law or in writing) all of the obligations of the Company under the Loan Agreement, the First Mortgage Bonds and the Reimbursement Agreement; or (b) convey all or substantially all of its assets to one or more wholly owned subsidiaries of the Company so long as the Company remains in existence and primarily liable on all of its obligations under the Loan Agreement and such subsidiary or subsidiaries to which such assets are so conveyed guarantees in writing the performance of all of the Company's obligations under the Loan Agreement, the First Mortgage Bonds and the Reimbursement Agreement.

Assignment. With the consent of the Bank (or the Obligor on an Alternate Credit Facility, as the case may be), the Company's interest in the Loan Agreement may be assigned in whole or in part by the Company to another entity, subject, however, to the conditions that no assignment will (a) adversely affect the Tax-Exempt status of the Bonds or (b) relieve (other than as described in *"Maintenance of Existence; Conditions Under Which Exceptions Permitted"* above) the Company from primary liability for its obligations to pay the First Mortgage Bonds or to make the Loan Payments or to make payments to the Trustee with respect to payment of the purchase price of the Bonds or for any other of its obligations under the Loan Agreement; and subject further to the condition that the Company has delivered to the Trustee and the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) an opinion of counsel to the Company that such assignment complies with the provisions described in this paragraph and an opinion of Bond Counsel to the effect that the proposed assignment will not impair the validity of the Bonds under the Utah Act, the Wyoming Act or the Colorado Act, as applicable, or adversely affect the Tax-Exempt status of the Bonds. The Company must, within 30 days after the delivery thereof, furnish to the Issuer, the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) and the Trustee a true and complete copy of the agreements or other documents effectuating any such assignment.

Maintenance and Repair; Taxes, Etc. The Company will maintain the Project in good repair, keep the same insured in accordance with standard industry practice and pay all costs thereof. The Company will pay or cause to be paid all taxes, special assessments and governmental, utility and other charges with respect to the Project.

The Company may at its own expense cause the Facilities to be remodeled or cause such substitutions, modifications and improvements to be made to the Facilities from time to time as the Company, in its discretion, may deem to be desirable for its uses and purposes, which remodeling, substitutions, modifications and improvements are included under the terms of the Loan Agreement as part of the Facilities; *provided, however,* that the Company may not exercise any such right, power, election or option if the proposed remodeling, substitution, modification or improvement would adversely affect the Tax-Exempt status of the Bonds.

The Company will cause insurance to be taken out and continuously maintained in effect with respect to the Facilities in accordance with standard industry practice.

Anything in the Loan Agreement to the contrary notwithstanding, the Company has the right at any time to cause the operation of the Facilities to be terminated if the Company has determined that the continued operation of the Project or the Facilities is uneconomical for any reason.

LETTER OF CREDIT; ALTERNATE CREDIT FACILITY; SUBSTITUTE LETTER OF CREDIT

The Company may, at any time, at its option:

(a) provide for the delivery on any Business Day to the Trustee of an Alternate Credit Facility or a Substitute Letter of Credit, but only provided that:

(i) the Company shall deliver to the Trustee, the Remarketing Agent and the Bank (or the Obligor on the Alternate Credit Facility, as the case may be), a notice which (A) states (I) the effective date of the Alternate Credit Facility or Substitute Letter of Credit to be so provided, and (II) the Expiration of the Term of the Letter of Credit or the Expiration of the Term of the Alternate Credit Facility which is to be replaced (which Expiration shall not be prior to the effective date of the Alternate Credit Facility to be so provided), (B) describes the terms of the Alternate Credit Facility or Substitute Letter of Credit, (C) directs the Trustee to give notice of the mandatory purchase of the Bonds on the Business Day next preceding the Expiration of the Term of the Letter of Credit or the Expiration of the Term of the Alternate Credit Facility which is to be replaced (which Business Day shall be not less than 30 days from the date of receipt by the Trustee of the notice from the Company specified above), in accordance with the Indenture, and (D) directs the Trustee, after taking such actions as are required to be taken to provide moneys due under the Indenture in respect of the Bonds or the purchase thereof, to surrender the Letter of Credit or Alternate Credit Facility, as the case may be, which is to be replaced, to the obligor thereon on the next Business Day after the later of the effective date of the Alternate Credit Facility or the Substitute Letter of Credit to be provided and the Expiration of the Term of the Letter of Credit or Expiration of the Term of the Alternate Credit Facility which is to be replaced and thereupon to deliver any and all instruments which may be reasonably requested by such obligor and furnished to the Trustee (but such surrender shall occur only if the requirement of (ii) below has been satisfied);

(ii) on the date of delivery of the Alternate Credit Facility or the Substitute Letter of Credit (which shall be the effective date thereof), the Company shall furnish to the Trustee simultaneously with such delivery of the Alternate Credit Facility or Substitute Letter of Credit (which delivery must occur prior to 9:30 a.m., New York time, on such date, unless a later time on such date shall be acceptable to the Trustee) an opinion of Bond Counsel stating that the delivery of such Alternate Credit Facility or Substitute Letter of Credit (A) complies with the terms of the Loan Agreement and (B) will not adversely affect the Tax Exempt status of the Bonds; and

(iii) in the case of the delivery of a Substitute Letter of Credit, the Company has received the written consent of the Bank or the Obligor on an Alternate Credit Facility; or

(b) provide for the termination on any Business Day of the Letter of Credit or any Alternate Credit Facility then in effect, but only provided that:

(i) the Company shall deliver to the Trustee, the Remarketing Agent and the Bank (or the Obligor on the Alternate Credit Facility, as the case may be), a notice which (A) states the Expiration of the Term of the Letter of Credit or the Expiration of the Term of the Alternate Credit Facility which is to be terminated, (B) directs the Trustee to give notice of the mandatory purchase of the Bonds on the Business Day next preceding the Expiration of the Term of the Letter of Credit or the Expiration of the Term of the Alternate Credit Facility which is to be terminated (which Business Day shall be not less than 30 days from the date of receipt by the Trustee of the notice from the Company specified above), in accordance with the Indenture, and (C) directs the Trustee, after taking such actions as are required to be taken to provide moneys due under the Indenture in respect of the Bonds or the purchase thereof, to surrender the Letter of Credit or Alternate Credit Facility, as the case may be, which is to be terminated, to the obligor thereon on the next Business Day after the Expiration of the Term of the Letter of Credit or the Expiration of the Term of the Alternate Credit Facility which is to be terminated and to thereupon deliver any and all instruments which may be reasonably requested by such obligor and furnished to the Trustee (but such surrender shall occur only if the requirement of (ii) below has been satisfied); and

(ii) on the Business Day next preceding the Expiration of the Term of the Letter of Credit or the Expiration of the Term of the Alternate Credit Facility, which is to be terminated, the Company shall furnish to the Trustee (prior to 9:30 a.m., New York time, on such Business Day, unless a later time on such Business Day shall be acceptable to the Trustee) an opinion of Bond Counsel stating that the termination of such Alternate Credit Facility or Letter of Credit (A) complies with the terms of the Loan Agreement and (B) will not adversely affect the Tax Exempt status of the Bonds.

An Alternate Credit Facility may have an expiration date earlier than the maturity of the Bonds. Any Substitute Letter of Credit must be issued by the same Bank that is a party to the Letter of Credit in effect at the time of such substitution and must be identical in all material respects as to terms and conditions to the Letter of Credit being replaced, except that it may contain a later expiration date, provide for an increase or decrease in the interest rate or the number of days of interest coverage or any combination of the foregoing.

EXTENSION OF A LETTER OF CREDIT

The Company may, at its election, but only with the written consent of the Bank or the Obligor on an Alternate Credit Facility, as the case may be, at any time provide for the delivery to the Trustee with respect to any issue of Bonds of an extension of the Letter of Credit or

Alternate Credit Facility then in effect, as the case may be, for any period commencing after its then-current expiration date.

DEFAULTS

Each of the following events constitute an "Event of Default" under the Loan Agreement:

(a) a failure by the Company to make when due any Loan Payment, any payment required to be made to the Trustee for the purchase of Bonds or any payment on the First Mortgage Bonds, which failure has resulted in an "Event of Default" as described herein in paragraph (a), (b) or (c) under "THE INDENTURES—Defaults;"

(b) a failure by the Company to pay when due any amount required to be paid under the Loan Agreement or to observe and perform any other covenant, condition or agreement on the Company's part to be observed or performed under the Loan Agreement (other than a failure described in clause (a) above), which failure continues for a period of 60 days (or such longer period as the Issuer, the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) and the Trustee may agree to in writing) after written notice given to the Company and the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) by the Trustee or to the Company, the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) and the Trustee by the Issuer; *provided, however,* that if such failure is other than for the payment of money and cannot be corrected within the applicable period, such failure does not constitute an Event of Default so long as the Company institutes corrective action within the applicable period and such action is being diligently pursued; or

(c) certain events of bankruptcy, dissolution, liquidation or reorganization of the Company.

The Loan Agreement provides that, with respect to any Event of Default described in clause (b) above if, by reason of acts of God, strikes, orders of political bodies, certain natural disasters, civil disturbances and certain other events specified in the Loan Agreement, or any cause or event not reasonably within the control of the Company, the Company is unable in whole or in part to carry out one or more of its agreements or obligations contained in the Loan Agreement (other than certain obligations specified in the Loan Agreement, including its obligations to make when due Loan Payments and otherwise on the First Mortgage Bonds, payments to the Trustee for the purchase of Bonds, to pay certain expenses and taxes, to indemnify the Issuer, the Trustee and others against certain liabilities, to discharge liens and to maintain its existence), the Company will not be deemed in default by reason of not carrying out such agreements or performing such obligations during the continuance of such inability.

REMEDIES

Upon the occurrence and continuance of any Event of Default described in (a) or (c) under "Defaults" above, and further upon the condition that, in accordance with the terms of the Indenture, the Bonds have been declared to be immediately due and payable pursuant to any

provision of the Indenture, the Loan Payments will, without further action, become and be immediately due and payable. Any waiver of any Event of Default under the Indenture and a rescission and annulment of its consequences will constitute a waiver of the corresponding Event or Events of Default under the Loan Agreement and a rescission and annulment of the consequences thereof. See "THE INDENTURES—Defaults." Upon the occurrence and continuance of any Event of Default arising from a "Default" as such term is defined in the Company Mortgage, the Trustee, as holder of the First Mortgage Bonds, will, subject to the provisions of the Indenture, have the rights provided in the Company Mortgage. Any waiver made in accordance with the Indenture of a "Default" under the Company Mortgage and a rescission and annulment of its consequences constitutes a waiver of the corresponding Event or Events of Default under the Loan Agreement and a rescission and annulment of the consequences thereof.

Upon the occurrence and continuance of any Event of Default under the Loan Agreement, the Issuer may take any action at law or in equity to collect any payments then due and thereafter to become due, or to seek injunctive relief or specific performance of any obligation, agreement or covenant of the Company under the Loan Agreement and under the First Mortgage Bonds.

Any amounts collected from the Company upon an Event of Default under the Loan Agreement will be applied in accordance with the Indenture.

AMENDMENTS

The Loan Agreement may be amended subject to the limitations contained in the Loan Agreement and in the Indenture. See "THE INDENTURES—Amendment of the Loan Agreements."

THE INDENTURES

Each Indenture will operate independently. A default under one Indenture will not necessarily constitute a default under the other Indentures. The Indentures contain substantially identical terms, and the following is a summary of certain provisions common to the Indentures. All references in this summary to the Issuer, the Bank, the Loan Agreement and payments thereunder, the Indenture, the Bonds, the Bond Fund, the Letter of Credit, the Insurance Policy and other documents and parties are to the Issuer, the Bank, the Loan Agreement and such payments, the Indenture, the Bonds, the Bond Fund, the Letter of Credit, the Insurance Policy and such other documents and parties, respectively, relating to each issue of Bonds.

PLEDGE AND SECURITY

Pursuant to the Indenture, the Loan Payments have been pledged by the Issuer to secure the payment of the principal of, and premium, if any, and interest on, the Bonds. The Issuer has also pledged and assigned to the Trustee all its rights and interests under the Loan Agreement (other than its rights to indemnification and reimbursement of expenses and certain other rights), including the Issuer's right to delivery of the First Mortgage Bonds, and has pledged to the Trustee all moneys and obligations deposited or to be deposited in the Bond Fund established

with the Trustee; *provided* that the Trustee, the applicable Remarketing Agent, the Paying Agent and the Registrar will have a prior claim on the Bond Fund for the payment of their compensation and expenses and for the repayment of any advances (plus interest thereon) made by them to effect performance of certain covenants in the Indenture if the Company has failed to make any payment which results in an Event of Default under the Loan Agreement.

APPLICATION OF PROCEEDS OF THE BOND FUND

The proceeds from the sale of the Bonds, excluding accrued interest, if any, were deposited with the trustee for the Prior Bonds and used to refund the Prior Bonds. See "USE OF PROCEEDS." There is created under the Indenture a Bond Fund to be held by the Trustee and therein established a Principal Account and an Interest Account. Payments made by the Company under the Loan Agreement and otherwise on the First Mortgage Bonds in respect of the principal of, premium, if any, and interest on, the Bonds and certain other amounts specified in the Indenture are to be deposited in the appropriate account in the Bond Fund. While any Bonds are outstanding and except as provided in a Tax Exemption Certificate and Agreement among the Trustee, the Issuer and the Company (the *"Tax Certificate"*), moneys in the Bond Fund will be used solely for the payment of the principal of, and premium, if any, and interest on, the Bonds as the same become due and payable at maturity, upon redemption or upon acceleration of maturity, subject to the prior claim of the Trustee, the Remarketing Agent, the Paying Agent and the Registrar to the extent described above in "Pledge and Security."

INVESTMENT OF FUNDS

Subject to the provisions of the Tax Certificate, moneys in the Bond Fund will, at the direction of the Company, be invested in securities or obligations specified in the Indenture. Gains from such investments will be credited, and any loss will be charged, to the particular fund or account from which the investments were made. During the term of the Letter of Credit (or an Alternate Credit Facility, as the case may be) moneys received under the Letter of Credit (or an Alternate Credit Facility, as the case may be) are to be held uninvested.

DEFAULTS

Each of the following events will constitute an "Event of Default" under the Indenture:

(a) a failure to pay the principal of, or premium, if any, on any of the Bonds when the same becomes due and payable at maturity, upon redemption or otherwise, subject to certain exceptions for Pledged Bonds and Bonds held for the benefit of an Obligor on an Alternate Credit Facility;

(b) a failure to pay an installment of interest on any of the Bonds for a period of one day after such interest has become due and payable subject to certain exceptions for Pledged Bonds and Bonds held for the benefit of an Obligor on an Alternate Credit Facility;

(c) a failure to pay amounts due in respect of the purchase price of Bonds delivered to the Trustee for purchase after such payment has become due and payable as provided under the captions "THE BONDS—Optional Purchase" and "—Mandatory Purchase;"

(d) a failure by the Issuer to observe and perform any covenant, condition, agreement or provision contained in the Bonds or the Indenture (other than a failure described in clause (a), (b) or (c) above), which failure continues for a period of 90 days after written notice has been given to the Issuer and the Company by the Trustee, which notice may be given at the discretion of the Trustee and must be given at the written request of the Owners of not less than 25% in principal amount of Bonds then outstanding, unless such period is extended prior to its expiration by the Trustee, or by the Trustee and the Owners of a principal amount of Bonds not less than the principal amount of Bonds the Owners of which requested such notice, as the case may be; *provided, however,* that the Trustee, or the Trustee and the Owners of such principal amount of Bonds, as the case may be, will be deemed to have agreed to an extension of such period if corrective action is initiated by the Issuer, or the Company on behalf of the Issuer, within such period and is being diligently pursued;

(e) an "Event of Default" under the Loan Agreement;

(f) a "Default" under the Company Mortgage; or

(g) the Trustee's receipt of written notice from the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) of an event of default under and as defined in the Reimbursement Agreement.

REMEDIES

Upon the occurrence (without waiver or cure) of an Event of Default described in clause (a), (b), (c), (f) or (g) under "Defaults" above or an Event of Default described in clause (e) under "Defaults" above resulting from an "Event of Default" under the Loan Agreement as described under clause (a) or (c) of "THE LOAN AGREEMENTS—Defaults" herein, and further upon the conditions that, if (i) in accordance with the terms of the Company Mortgage, the First Mortgage Bonds have become immediately due and payable pursuant to any provision of the Company Mortgage and (ii) there has been filed with the Trustee a written direction of the Bank (if its Letter of Credit is in effect and if no Bank Default shall have occurred and be continuing) or the Insurer (if its Insurance Policy is in effect and no Insurer Default has occurred and is continuing), then the Bonds will, without further action, become immediately due and payable and, during the period the Letter of Credit or an Alternate Credit Facility, as the case may be, is in effect, with accrued interest on the Bonds payable on the Bond Payment Date fixed as described in the Indenture and the Trustee will as promptly as practicable draw moneys under the Letter of Credit or an Alternate Credit Facility, as the case may be, to the extent available thereunder, in an amount sufficient to pay principal of and accrued interest on the Bonds payable on the Bond Payment date established as described in the Indenture; *provided* that any waiver of any "Default" under the Company Mortgage and a rescission and annulment of its consequences

will constitute a waiver of the corresponding Event or Events of Default under the Indenture and rescission and annulment of the consequences thereof.

The provisions described in the preceding paragraph are subject to the condition that if, so long as no Letter of Credit or Alternate Credit Facility is outstanding, after the principal of the Bonds have been so declared to be due and payable and before any judgment or decree for the payment of the moneys due have been obtained or entered as hereinafter provided, the Issuer will cause to be deposited with the Trustee a sum sufficient to pay all matured installments of interest upon all Bonds and the principal of any and all Bonds which have become due otherwise than by reason of such declaration (with interest upon such principal and, to the extent permissible by law, on overdue installments of interest, at the rate per annum specified in the Bonds) and such amount as are sufficient to cover reasonable compensation and reimbursement of expenses payable to the Trustee, and all Events of Default under the Indenture (other than nonpayment of the principal of Bonds which has become due by said declaration) has been remedied, then, in every such case, such Event of Default is deemed waived and such declaration and its consequences rescinded and annulled, and the Trustee will promptly give written notice of such waiver, rescission and annulment to the Issuer and the Company and will give notice thereof to Owners of the Bonds by first-class mail; *provided, however,* that no such waiver, rescission and annulment will extend to or affect any other Event of Default or subsequent Event of Default or impair any right, power or remedy consequent thereon.

The provisions described in the second preceding paragraph are, further, subject to the condition that, if an Event of Default described in clause (g) under "Defaults" above has occurred and if the Trustee thereafter has received written notice from the Bank (or the Obligor on the Alternate Credit Facility, as the case may be) (a) that the notice which caused such Event of Default to occur has been withdrawn and (b) that the amounts available to be drawn on the Letter of Credit (or the Alternate Credit Facility, as the case may be) to pay (i) the principal of the Bonds or the portion of purchase price equal to principal and (ii) interest on the Bonds and the portion of purchase price equal to accrued interest have been reinstated to an amount equal to the principal amount of the Bonds Outstanding plus accrued interest thereon for the applicable Interest Coverage Period at the Interest Coverage Rate, then, in every such case, such Event of Default is deemed waived and its consequences rescinded and annulled, and the Trustee will promptly give written notice of such waiver, rescission and annulment to the Issuer, the Company, the Bank (or the Obligor on the Alternate Credit Facility, as the case may be) and the Remarketing Agent, and, if notice of the acceleration of the Bonds has been given to the Owners of Bonds, will give notice thereof by Mail to all Owners of Outstanding Bonds; but no such waiver, rescission and annulment will extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

Upon the occurrence and continuance of any Event of Default under the Indenture, the Trustee may, with the consent of the Bank (if its Letter of Credit is in effect and if no Bank Default shall have occurred and be continuing) or the Insurer (if its policy is in effect and no Insurer Default has occurred and is continuing), and upon the written direction of the Owners of not less than 25% in principal amount of the Bonds outstanding and receipt of indemnity to its satisfaction (except against gross negligence or willful misconduct) must, pursue any available remedy to enforce the rights of the Owners of the Bonds and require the Company, the Issuer,

the Insurer or the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) to carry out any agreements, bring suit upon the Bonds or enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds. So long as an Insurer Default has not occurred and is continuing, upon the occurrence and continuance of an Event of Default, the Insurer is entitled to control and direct the enforcement of all rights and remedies granted to the Owners or the Trustee for the benefit of the Owners under the Indenture. So long as a Bank Default has not occurred and is continuing, upon the occurrence and continuance of an Event of Default, the Bank is entitled to control and direct the enforcement of all rights and remedies granted to the owners or the Trustee for the benefit of Owners under the Indenture. The Trustee is not required to take any action in respect of an Event of Default (other than, in certain circumstances, to declare the Bonds to be immediately due and payable, to notify the Insurer of payments to be made pursuant to the Insurance Policy, to make certain payments with respect to the Bonds and to draw on the Letter of Credit (or Alternate Credit Facility, as the case may be)) or to enforce the trusts created by the Indenture except upon the written request of the Owners of not less than 25% in principal amount of the Bonds then outstanding and receipt of indemnity satisfactory to it.

The Owners of a majority in principal amount of Bonds then outstanding will have the right to direct the time, method and place of conducting all remedial proceedings available to the Trustee under the Indenture or exercising any trust or power conferred on the Trustee upon furnishing satisfactory indemnity to the Trustee (except against gross negligence or willful misconduct) and provided that such direction does not result in any personal liability of the Trustee.

No Owner of any Bond will have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust or power of the Trustee unless such Owner has previously given the Trustee written notice of an Event of Default and unless the Owners of not less than 25% in principal amount of the Bonds then outstanding have made written request of the Trustee so to do, and unless satisfactory indemnity (except against gross negligence or willful misconduct) has been offered to the Trustee and the Trustee has not complied with such request within a reasonable time.

Notwithstanding any other provision in the Indenture, the right of any Owner to receive payment of the principal of, premium, if any, and interest on the Owner's Bond on or after the respective due dates expressed therein, or to institute suit for the enforcement of any such payment on or after such respective dates, will not be impaired or affected without the consent of such Owner of Bonds.

DEFEASANCE

All or any portions of Bonds (in Authorized Denominations) will, prior to the maturity or redemption date thereof, be deemed to have been paid for all purposes of the Indenture when:

(a) in the event said Bonds or portions thereof have been selected for redemption, the Trustee has given, or the Company has given to the Trustee in form

satisfactory to it irrevocable instructions to give, notice of redemption of such Bonds or portions thereof;

(b) there has been deposited with the Trustee moneys which constitute Available Moneys or moneys drawn under the Letter of Credit or an Alternate Credit Facility;

(c) the moneys so deposited with the Trustee are in an amount sufficient (without relying on any investment income) to pay when due the principal of, premium, if any, and interest due and to become due (which amount of interest to become due is calculated at the Maximum Interest Rate unless the interest rate borne by all of such Bonds is not subject to adjustment prior to the maturity or redemption thereof, in which case the amount of interest is calculated at the rate borne by such Bonds) on said Bonds or portions thereof on and prior to the redemption date or maturity date thereof, as the case may be; *provided, however,* that if such payment is to be made upon optional redemption, such payment is made from Available Moneys;

(d) in the event said Bonds or portions thereof do not mature and are not to be redeemed within the next succeeding 60 days, the Issuer at the direction of the Company has given the Trustee in form satisfactory to it irrevocable instructions to give, as soon as practicable in the same manner as a notice of redemption is given pursuant to the Indenture, a notice to the Owners of said Bonds or portions thereof and to the Insurer that the deposit required by clause (b) above has been made with the Trustee and that said Bonds or portions thereof are deemed to have been paid and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and premium, if any, and interest on said Bonds or portions thereof;

(e) the Issuer, the Company, the Trustee, Moody's, if the Bonds are then rated by Moody's, and S&P, if the Bonds are then rated by S&P, and the Insurer have received an opinion of an independent public accountant of nationally recognized standing, selected by the Company (an *"Accountant's Opinion"*), to the effect that the requirements set forth in clause (c) above have been satisfied;

(f) the Issuer, the Company, the Trustee and the Insurer shall have received written evidence from Moody's, if the Bonds are then rated by Moody's, and S&P, if the Bonds are then rated by S&P, that such action will not result in a reduction, suspension or withdrawal of the rating; and

(g) the Issuer, the Company, the Trustee, Moody's, if the Bonds are then rated by Moody's, and S&P, if the Bonds are then rated by S&P, and the Insurer have received an opinion of Bond Counsel to the effect that such deposit will not adversely affect the Tax-Exempt status of the Bonds (*"Bond Counsel's Opinion"*).

Moneys deposited with the Trustee as described above may not be withdrawn or used for any purpose other than, and are held in trust for, the payment of the principal of, premium, if any, and interest on said Bonds or portions thereof, or for the payment of the purchase price of

Bonds in accordance with the Indenture; *provided* that such moneys, if not then needed for such purpose, will, to the extent practicable, be invested and reinvested in Government Obligations maturing on or prior to the earlier of (a) the date moneys may be required for the purchase of Bonds or (b) the Interest Payment Date next succeeding the date of investment or reinvestment, and interest earned from such investments are paid over to the Company, as received by the Trustee, free and clear of any trust, lien or pledge.

The provisions of the Indenture relating to (a) the registration and exchange of Bonds, (b) the delivery of Bonds to the Trustee for purchase and the related obligations of the Trustee with respect thereto, (c) the mandatory purchase of the Bonds in connection with the Expiration of the Term of the Letter of Credit or the Expiration of the Term for Alternate Credit Facility, as the case may be, and (d) payment of the Bonds from such moneys, will remain in full force and effect with respect to all Bonds until the maturity date of the Bonds or the last date fixed for redemption of all Bonds prior to maturity, notwithstanding that all or any portion of the Bonds are deemed to be paid; *provided, however,* that the provisions with respect to registration and exchange of Bonds will continue to be effective until the maturity or the last date fixed for redemption of all Bonds.

In the event the requirements of the next to the last sentence of the next succeeding paragraph can be satisfied, the preceding three paragraphs will not apply and the following two paragraphs will be applicable.

Any Bond will be deemed to be paid within the meaning of the Indenture when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or acceleration or upon redemption as provided in the Indenture) either (i) has been made or caused to be made in accordance with the terms thereof or (ii) has been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (A) moneys, which are Available Moneys or moneys drawn under the Letter of Credit or an Alternate Credit Facility, as the case may be, sufficient to make such payment and/or (B) Government Obligations purchased with Available Moneys or moneys drawn under the Letter of Credit or an Alternate Credit Facility, as the case may be, and maturing as to principal and interest in such amount and at such time as will insure, without reinvestment, the availability of sufficient moneys to make such payment; *provided, however,* that if such payment is to be made upon optional redemption, such payment is made from Available Moneys or from Government Obligations purchased with Available Moneys; (b) all necessary and proper fees, compensation and expenses of the Issuer, the Trustee and the Registrar pertaining to the Bonds with respect to which such deposit is made have been paid or the payment thereof provided for to the satisfaction of the Trustee; and (c) an Accountant's Opinion, to the effect that such moneys and/or Government Obligations will insure, without reinvestment, the availability of sufficient moneys to make such payment, a Bankruptcy Counsel's Opinion to the effect that the payment of the Bonds from the moneys and/or Government Obligations so deposited will not result in a voidable preference under Section 547 of the United States Bankruptcy Code in the event that either the Issuer of the Company were to become a debtor under the United States Bankruptcy Code and a Bond Counsel's Opinion has been delivered to the Issuer, the Company, the Trustee, Moody's, if the Bonds are then rated by Moody's, and S&P, if the Bonds are then rated by S&P. The provisions

of this paragraph apply only if (x) the Bond with respect to which such deposit is made is to mature or be called for redemption prior to the next succeeding date on which such Bond is subject to purchase as described herein under the captions "THE BONDS—Optional Purchase" and "—Mandatory Purchase" and (y) the Company waives, to the satisfaction of the Trustee, its right to convert the interest rate borne by such Bond.

Notwithstanding the foregoing paragraph, no deposit under clause (a)(ii) of the immediately preceding paragraph will be deemed a payment of such Bonds as aforesaid until: (a) proper notice of redemption of such Bonds has been previously given in accordance with the Indenture, or in the event said Bonds are not to be redeemed within the next succeeding 60 days, until the Company has given the Trustee on behalf of the Issuer, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owners of the Bonds in accordance with the Indenture, that the deposit required by clause (a)(ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the Indenture and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

REMOVAL OF TRUSTEE

With the prior written consent of the Bank or the Obligor on an Alternate Credit Facility, as the case may be (which consent, if unreasonably withheld, will not be required), the Trustee may be removed at any time by filing with the Trustee so removed, and with the Issuer, the Company, the Insurer, the Registrar, the Remarketing Agent and the Bank (or the Obligor on an Alternate Credit Facility, as the case may be), an instrument or instruments in writing executed by (a) the Insurer, if no Insurer Default has occurred and is continuing, or (b) the Owners of not less than a majority in principal amount of the Bonds then outstanding and, if no Insurer Default has occurred and is continuing, the Insurer. The Trustee may also be removed by the Issuer under certain circumstances.

MODIFICATIONS AND AMENDMENTS

The Indenture may be modified or amended by the Issuer and the Trustee by supplemental indentures without the consent of the Owners of the Bonds, but with the consent of the Bank in certain circumstances, for any of the following purposes: (a) to cure any formal defect, omission, inconsistency or ambiguity in the Indenture; (b) to add to the covenants and agreements of the Issuer contained in the Indenture or of the Company, the Insurer or the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) contained in any document, other covenants or agreements thereafter to be observed, or to assign or pledge additional security for any of the Bonds, or to surrender any right or power reserved or conferred upon the Issuer or the Company which does not materially adversely affect the interests of Owners of the Bonds; (c) to confirm, as further assurance, any pledge of or lien on any property subjected or to be subjected to the lien of the Indenture; (d) to comply with the requirements of the Trust Indenture Act of 1939, as amended; (e) to modify, alter, amend or supplement the Indenture or any supplemental indenture in any other respect which in the judgment of the Trustee is not materially adverse to the Owners of the Bonds; *provided, however,* that any such modification,

alteration, amendment or supplement will not take effect until the Insurer (unless an Insurer Default has occurred and is continuing) and the Bank or the Obligor on an Alternate Credit Facility, as the case may be, has consented in writing to such modification, alteration, amendment or supplement; *provided further* that in determining whether any such modification, alteration, amendment or supplement is materially adverse to the Owners of the Bonds, the Trustee will consider the effect on the Owners as if there were no Insurance Policy with respect to the Bonds; (f) to implement a conversion of the interest rate on the Bonds or to evidence or give effect to or facilitate the delivery and administration under the Indenture of an Alternate Credit Facility or a Substitute Letter of Credit; (g) to provide for a depository to accept tendered Bonds in lieu of the Trustee; (h) to modify or eliminate the book-entry registration system for any of the Bonds; (i) to provide for uncertificated Bonds or for the issuance of coupons and bearer Bonds or Bonds registered only as to principal, but only to the extent that such would not adversely affect the Tax-Exempt status of the Bonds; (j) to secure or maintain ratings for the Bonds from Moody's and/or S&P in both the highest short-term or commercial paper debt Rating Category (as defined in the Indenture) and also in either of the two highest long-term debt Rating Categories; (k) to provide demand purchase obligations to cause the Bonds to be authorized purchases for investment companies; (l) to provide for any Substitute Collateral and the release of any First Mortgage Bonds; (m) to provide for the appointment of a successor Trustee, Registrar or Paying Agent; (n) to provide the procedures required to permit any Owner to separate the right to receive interest on the Bonds from the right to receive principal thereof and to sell or dispose of such right as contemplated by Section 1286 of the Code; (o) to provide for any additional procedures, covenants or agreements necessary to maintain the Tax-Exempt status of the Bonds; (p) to modify, alter, amend or supplement the Indenture in any other respect (which in the judgment of the Trustee is not materially adverse to the Owners), if the effective date of such supplemental indenture or amendment is a date on which all of the Bonds affected thereby are subject to mandatory purchase and are so purchased; and (q) to provide for the delivery to the Trustee of an Insurance policy or replacement of the Insurer or for an additional Insurer following the occurrence of an Insurer Default or to provide for an additional Insurer following the withdrawal or suspension or reduction below AAA (or its equivalent rating) by S&P and Aaa (or its equivalent rating) by Moody's of the long-term ratings of the Insurer provided that the insurance policy provided by the replacement or additional Insurer would result in a long-term rating on the Bonds equal to AAA (or its equivalent rating) by S&P and Aaa (or its equivalent rating) by Moody's.

Before the Issuer and the Trustee enter into any supplemental indenture as described above, there must be delivered to the Trustee, the Company, the Insurer and the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) an opinion of Bond Counsel stating that such supplemental indenture is authorized or permitted by the Indenture and will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms, and will not impair the validity under the Utah Act, the Wyoming Act or the Colorado Act, as applicable, of the Bonds or adversely affect the Tax-Exempt status of the Bonds.

The Trustee will provide written notice of any Supplemental Indenture to the Insurer, the Bank (or the Obligor on an Alternate Credit Facility, as the case may be), Moody's, S&P and the Owners of all Bonds then outstanding at least 30 days prior to the effective date of such Supplemental Indenture. Such notice must state the effective date of such Supplemental

Indenture, briefly describe the nature of such Supplemental Indenture and state that a copy thereof is on file at the principal office of the Trustee for inspection by the parties mentioned in the preceding sentence.

Except for supplemental indentures entered into for the purposes described above, the Indenture will not be modified, altered, amended supplemented or rescinded without the consent of the Bank (if its Letter of Credit is in effect and no Bank Default shall have occurred and be continuing) or the Insurer (if its Insurance Policy is in effect and no Insurer Default has occurred and is continuing), together with the Owners of not less than 60% in aggregate principal amount of Bonds outstanding, who have the right to consent to and approve any supplemental indenture; *provided* that, unless approved in writing by the Bank (if its Letter of Credit is in effect and no Bank Default shall have occurred and be continuing) or the Insurer (unless an Insurer Default has occurred and is continuing), and the Owners of all the Bonds then affected thereby, there **will not** be permitted (a) a change in the times, amounts or currency of payment of the principal of, or premium, if any, or interest on any Bond, a change in the terms of the purchase thereof by the Trustee, or a reduction in the principal amount or redemption price thereof or the rate of interest thereon, (b) the creation of a claim or lien on or a pledge of the Revenues ranking prior to or on a parity with the claim, lien or pledge created by the Indenture, or (c) a reduction in the aggregate principal amount of Bonds the consent of the Owners of which is required to approve any such supplemental indenture or which is required to approve any amendment to the Loan Agreement. No such amendment of the Indenture will be effective without the prior written consent of the Company.

AMENDMENT OF THE LOAN AGREEMENTS

Without the consent of or notice to the Owners of the Bonds, the Issuer may, with the consent of the Insurer (unless an Insurer Default has occurred and is continuing), modify, alter, amend or supplement the Loan Agreement, and the Trustee may consent thereto, as may be required (a) by the provisions of the Loan Agreement and the Indenture; (b) for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein; (c) in connection with any other change therein which in the judgment of the Trustee is not materially adverse to the Owners of the Bonds; *provided, however*, that any such modification, alteration, amendment or supplement will not take effect until the Insurer (unless an Insurer Default has occurred and is continuing) and the Bank or the Obligor on an Alternate Credit Facility, as the case may be, have consented in writing to such modification, alteration, amendment or supplement; *provided further* that in determining whether any such modification, alteration, amendment or supplement is materially adverse to the Owners of the Bonds, the Trustee will consider the effect on the Owners as if there were no Insurance Policy with respect to the Bonds; (d) to secure or maintain ratings for the Bonds from Moody's and/or S&P in both the highest short-term or commercial paper debt Rating Category and also in either of the two highest long-term debt Rating Categories; (e) in connection with the delivery and substitution of any Substitute Collateral and the release of any First Mortgage Bonds; (f) to add to the covenants and agreements of the Issuer contained in the Loan Agreement or of the Company or of the Insurer or of the Bank (or the Obligor on an Alternate Credit Facility, as the case may be) contained in any document, other covenants or agreements thereafter to be observed, or to assign or pledge additional security for any of the Bonds, or to surrender any right or power reserved or conferred upon the Issuer or the

Company, which does not materially adversely affect the interest of the Owners of the Bonds; (g) to provide demand purchase obligations to cause the Bonds to be authorized purchases for investment companies, (h) to provide the procedures required to permit any Owner to separate the right to receive interest on the Bonds from the right to receive principal thereof and to sell or dispose of such right as contemplated by Section 1286 of the Code; (i) to provide for any additional procedures, covenants or agreements necessary to maintain the Tax-Exempt status of interest on the Bonds; (j) to modify, alter, amend or supplement the Loan Agreement in any other respect (which in the judgment of the Trustee is not materially adverse to the Owners), including amendments which would otherwise be described herein, if the effective date of such supplement or amendment is a date on which all of the Bonds affected thereby are subject to mandatory purchase and are so purchased; and (k) to provide for the replacement of the Insurer or for an additional Insurer following the occurrence of an Insurer Default or to provide for an additional Insurer following the withdrawal or suspension or reduction below AAA (or its equivalent rating) by S&P and Aaa (or its equivalent rating) by Moody's of the long-term ratings of the Insurer provided that the insurance policy provided by the replacement or additional Insurer would result in a long-term rating on the Bonds equal to AAA (or its equivalent rating) by S&P and Aaa (or its equivalent rating) by Moody's.

Before the Issuer enters into, and the Trustee consents to, any modification, alteration, amendment or supplement to the Loan Agreement as described in the immediately preceding paragraph, (a) the Trustee will cause notice of such proposed modification, alteration, amendment or supplement to be provided to the Bank, the Insurer, Moody's and S&P, stating that a copy thereof is on file at the office of the Trustee for inspection by the Insurer, Moody's and S&P and (b) there must be delivered to the Bank, the Issuer, the Insurer and the Trustee an opinion of Bond Counsel stating that such modification, alteration, amendment or supplement is authorized or permitted by the Loan Agreement or the Indenture and the Utah Act, the Wyoming Act or the Colorado Act, as applicable, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and will not adversely affect the Tax-Exempt status of the Bonds.

The Issuer will not enter into and the Trustee will not consent to any other amendment, change or modification of the Loan Agreement without the written approval or consent of the Bank (or the Obligor on an Alternate Credit Facility, as the case may be), the Insurer (unless an Insurer Default has occurred and is continuing) and the Owners of not less than 60% in aggregate principal amount of the Bonds at the time outstanding; *provided, however,* that, unless approved in writing by the Owners of all Bonds affected thereby, nothing in the Indenture may permit, or be construed as permitting, a change in the obligations of the Company to make Loan Payments or payments to the Trustee for the purchase of Bonds or the nature of the obligations of the Company on the First Mortgage Bonds. No amendment of the Loan Agreement will become effective without the prior written consent of the Insurer (unless an Insurer Default has occurred and is continuing) and the Company and under certain circumstances, the Bank (or the Obligor on an Alternate Credit Facility, as the case may be).

Before the Issuer enters into, and the Trustee consents to, any modification, alteration, amendment or supplement to the Loan Agreement as described in the immediately preceding paragraph, there must be delivered to the Issuer, the Bank (or the Obligor on an Alternate Credit

Facility, as the case may be), the Insurer and the Trustee an opinion of Bond Counsel stating that such modification, alteration, amendment or supplement is authorized or permitted by the Loan Agreement or the Indenture and the Utah Act, the Wyoming Act or the Colorado Act, as applicable, complies with their respective terms, will, upon the execution and delivery thereof, be valid and binding upon the Issuer in accordance with its terms and will not adversely affect the Tax-Exempt status of the Bonds.

THE FIRST MORTGAGE BONDS

Pursuant to the provisions of the Indentures and six separate Pledge Agreements each dated as of November 1, 1994 between the Company and the Trustee (individually, a "Pledge Agreement" and, collectively, the "Pledge Agreements"), the First Mortgage Bonds were issued by the Company to secure its obligations under the Loan Agreement relating to each of the six Issues of Bonds. The following summary of certain provisions of the First Mortgage Bonds and the Company Mortgage referred to below does not purport to be complete and is qualified in its entirety by reference thereto and includes capitalized terms defined in such Mortgages. All references in this summary to the Trustee, the Bonds, the Indenture, the Loan Agreement and the Pledge Agreement are deemed to refer to the Trustee, the Bonds, the Indenture, the Loan Agreement, the Pledge Agreement and such other documents and parties, respectively, relating to each issue of the Bonds.

GENERAL

The First Mortgage Bonds are in the same principal amount and mature on the same dates as the Bonds. In addition, the First Mortgage Bonds are subject to redemption prior to maturity upon the same terms as the Bonds, so that upon any redemption of the Bonds, an equal aggregate principal amount of First Mortgage Bonds will be redeemed. The First Mortgage Bonds bear interest at the same rate, and be payable at the same times, as the Bonds. See "THE LOAN AGREEMENTS—Loan Payments; The First Mortgage Bonds" above.

The Company Mortgage provides that in the event of the merger or consolidation of another electric utility company with or into the Company or the conveyance or transfer to the Company by another such company of all or substantially all of such company's property that is of the same character as Property Additions under the Company Mortgage, an existing mortgage constituting a first lien on operating properties of such other company may be designated by the Company as a Class "A" Mortgage. Any bonds thereafter issued pursuant to such additional mortgage would be Class "A" Bonds and could provide the basis for the issuance of Company Mortgage Bonds (as defined below) under the Company Mortgage.

The Company will receive a credit against its obligations to make any payment of principal of or premium, if any, or interest on the First Mortgage Bonds and such obligations will be deemed fully or partially, as the case may be, satisfied and discharged, in an amount equal to the amount, if any, paid by the Company under the Loan Agreement, or otherwise satisfied or discharged, in respect of the principal of or premium, if any, or interest on the Company

Mortgage Bonds. The obligations of the Company to make such payments with respect to the First Mortgage Bonds will be deemed to have been reduced by the amount of such credit.

Pursuant to the provisions of the Indenture, the Loan Agreement and the Pledge Agreement, the First Mortgage Bonds will be registered in the name of and held by the Trustee for the benefit of the Owners and will not be transferable except to a successor trustee under the Indenture. At the time any Bonds cease to be outstanding under the Indenture, the Trustee will surrender to the Company Mortgage Trustee an equal aggregate principal amount of First Mortgage Bonds.

SECURITY AND PRIORITY

The First Mortgage Bonds and any other first mortgage bonds now or hereafter outstanding under the Company Mortgage (*"Company Mortgage Bonds"*) are or will be, as the case may be, secured by a first mortgage Lien on certain utility property owned from time to time by the Company and by Class "A" Bonds, if any, held by the Company Mortgage Trustee, if any. All Company Mortgage Bonds, including the First Mortgage Bonds, issued and outstanding under the Company Mortgage are equally and ratably secured.

The Lien of the Company Mortgage is subject to Excepted Encumbrances, including tax and construction liens, purchase money liens and certain other exceptions.

There are excepted from the Lien of the Company Mortgage all cash and securities (except those specifically deposited); equipment, materials or supplies held for sale or other disposition; any fuel and similar consumable materials and supplies; automobiles, other vehicles, aircraft and vessels; timber, minerals, mineral rights and royalties; receivables, contracts, leases and operating agreements; electric energy, gas, water, steam, ice and other products for sale, distribution or other use; natural gas wells; gas transportation lines or other property used in the sale of natural gas to customers or to a natural gas distribution or pipeline company, up to the point of connection with any distribution system; the Company's interest in the Wyodak Facility; and all properties that have been released from the discharged Mortgages and Deeds of Trust, as supplemented, of Pacific Power & Light Company and Utah Power & Light Company and that PacifiCorp, a Maine corporation, or Utah Power & Light Company, a Utah corporation, contracted to dispose of, but title to which had not passed at the date of the Company Mortgage. The Company has reserved the right, without any consent or other action by holders of Bonds of the Eighth Series or any subsequently created series of Company Mortgage Bonds (including the First Mortgage Bonds), to amend the Company Mortgage in order to except from the Lien of the Company Mortgage allowances allocated to steam-electric generating plants owned by the Company, or in which the Company has interests, pursuant to Title IV of the Clean Air Act Amendments of 1990, as now in effect or as hereafter supplemented or amended.

The Company Mortgage contains provisions subjecting after-acquired property to the Lien thereof. These provisions may be limited, at the option of the Company, in the case of consolidation or merger (whether or not the Company is the surviving corporation), conveyance or transfer of all or substantially all of the utility property of another electric utility company to the Company or sale of substantially all of the Company's assets. In addition, after-acquired

property may be subject to a Class "A" Mortgage, purchase money mortgages and other liens or defects in title.

The Company Mortgage provides that the Company Mortgage Trustee shall have a lien upon the mortgaged property, prior to the holders of Company Mortgage Bonds, for the payment of its reasonable compensation and expenses and for indemnity against certain liabilities.

RELEASE AND SUBSTITUTION OF PROPERTY

Property subject to the Lien of the Company Mortgage may be released upon the basis of:

(1) the release of such property from the Lien of a Class "A" Mortgage;

(2) the deposit of cash or, to a limited extent, purchase money mortgages;

(3) Property Additions, after making adjustments for certain prior lien bonds outstanding against Property Additions; and/or

(4) waiver of the right to issue Company Mortgage Bonds.

Cash may be withdrawn upon the bases stated in (1), (3) and (4) above. Property that does not constitute Funded Property may be released without funding other property. Similar provisions are in effect as to cash proceeds of such property. The Company Mortgage contains special provisions with respect to certain prior lien bonds deposited and disposition of moneys received on deposited prior lien bonds.

ISSUANCE OF ADDITIONAL COMPANY MORTGAGE BONDS

The maximum principal amount of Company Mortgage Bonds that may be issued under the Company Mortgage is not limited. Company Mortgage Bonds of any series may be issued from time to time on the basis of:

(1) 70% of qualified Property Additions after adjustments to offset retirements;

(2) Class "A" Bonds (which need not bear interest) delivered to the Company Mortgage Trustee;

(3) retirement of Company Mortgage Bonds or certain prior lien bonds; and/or

(4) deposits of cash.

With certain exceptions in the case of clauses (2) and (3) above, the issuance of Company Mortgage Bonds is subject to Adjusted Net Earnings of the Company for 12 consecutive months out of the preceding 15 months, before income taxes, being at least twice the Annual Interest Requirements on all Company Mortgage Bonds at the time outstanding, including the additional

Company Mortgage Bonds that are to be issued, all outstanding Class "A" Bonds held other than by the Company Mortgage Trustee or by the Company, and all other indebtedness secured by a lien prior to the Lien of the Company Mortgage. In general, interest on variable interest bonds, if any, is calculated using the rate then in effect.

Property Additions generally include electric, gas, steam and/or hot water utility property but not fuel, securities, automobiles, other vehicles or aircraft, or property used principally for the production or gathering of natural gas.

The issuance of Company Mortgage Bonds on the basis of Property Additions subject to prior liens is restricted. Company Mortgage Bonds may, however, be issued against the deposit of Class "A" Bonds.

Certain Covenants

The Company Mortgage contains a number of covenants by the Company for the benefit of holders of the Company Mortgage Bonds, including provisions requiring the Company to maintain the Company Mortgaged and Pledged Property as an operating system or systems capable of engaging in all or any of the generating, transmission, distribution or other utility businesses described in the Company Mortgage.

Dividend Restrictions

The Company Mortgage provides that the Company may not declare or pay dividends (other than dividends payable solely in shares of common stock) on any shares of common stock if, after giving effect to such declaration or payment, the Company would not be able to pay its debts as they become due in the usual course of business. Reference is made to the notes to the audited consolidated financial statements included in the Company's Annual Report on Form 10-K incorporated by reference herein for information relating to other restrictions.

Foreign Currency Denominated Company Mortgage Bonds

The Company Mortgage authorizes the issuance of Company Mortgage Bonds denominated in foreign currencies, *provided, however,* that the Company deposit with the Company Mortgage Trustee a currency exchange agreement with an entity having, at the time of such deposit, a financial rating at least as high as that of the Company that, in the opinion of an independent expert, gives the Company at least as much protection against currency exchange fluctuation as is usually obtained by similarly situated borrowers. The Company believes that such a currency exchange agreement will provide effective protection against currency exchange fluctuations. However, if the other party to the exchange agreement defaults and the foreign currency is valued higher at the date of maturity than at the date of issuance of the relevant Company Mortgage Bonds, holders of such Company Mortgage Bonds would have a claim on the assets of the Company which is greater than that to which holders of dollar-denominated Company Mortgage Bonds issued at the same time would be entitled.

THE COMPANY MORTGAGE TRUSTEE

Affiliates of The Bank of New York Mellon Trust Company, N.A., may act as lenders and as administrative agents under loan agreements with the Company and affiliates of the Company. The Bank of New York Mellon Trust Company, N.A., serves as trustee under indentures and other agreements involving the Company and its affiliates. The Bank of New York Mellon Trust Company, N.A., is the Company Mortgage Trustee.

MODIFICATION

The rights of holders of the Company Mortgage Bonds may be modified with the consent of holders of 60% of the Company Mortgage Bonds, or, if less than all series of Company Mortgage Bonds are adversely affected, the consent of the holders of 60% of the series of Company Mortgage Bonds adversely affected. In general, no modification of the terms of payment of principal, premium, if any, or interest and no modification affecting the Lien or reducing the percentage required for modification is effective against any holder of the Company Mortgage Bonds without the consent of such holder.

Unless there is a Default under the Company Mortgage, the Company Mortgage Trustee generally is required to vote Class "A" Bonds held by it, if any, with respect to any amendment of the applicable Class "A" Company Mortgage proportionately with the vote of the holders of all Class "A" Bonds then actually voting.

DEFAULTS AND NOTICES THEREOF

Each of the following will constitute a "Default" under the Company Mortgage with respect to the First Mortgage Bonds:

(1) default in payment of principal;

(2) default for 60 days in payment of interest or an installment of any fund required to be applied to the purchase or redemption of any Company Mortgage Bonds;

(3) default in payment of principal or interest with respect to certain prior lien bonds;

(4) certain events in bankruptcy, insolvency or reorganization;

(5) default in other covenants for 90 days after notice;

(6) the existence of any default under a Class "A" Company Mortgage which permits the declaration of the principal of all of the bonds secured by such Class "A" Company Mortgage and the interest accrued thereupon due and payable; or

(7) an "Event of Default" as described in clauses (a), (b) or (c) under the caption "THE INDENTURES—Defaults" above.

An effective default under any Class "A" Mortgage or under the Company Mortgage will result in an effective default under all such mortgages. The Company Mortgage Trustee may withhold notice of default (except in payment of principal, interest or funds for retirement of Company Mortgage Bonds) if it determines that it is not detrimental to the interests of the holders of the Company Mortgage Bonds.

The Company Mortgage Trustee or the holders of 25% of the Company Mortgage Bonds may declare the principal and interest due and payable on Default, but a majority may annul such declaration if such Default has been cured. No holder of Company Mortgage Bonds may enforce the Lien of the Company Mortgage without giving the Company Mortgage Trustee written notice of a Default and unless the holders of 25% of the Company Mortgage Bonds have requested the Company Mortgage Trustee to act and offered it reasonable opportunity to act and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred thereby and the Company Mortgage Trustee shall have failed to act. The holders of a majority of the Company Mortgage Bonds may direct the time, method and place of conducting any proceedings for any remedy available to the Company Mortgage Trustee or exercising any trust or power conferred on the Company Mortgage Trustee. The Company Mortgage Trustee is not required to risk its funds or incur personal liability if there is reasonable ground for believing that repayment is not reasonably assured.

The Company must give the Company Mortgage Trustee an annual statement as to whether or not the Company has fulfilled its obligations under the Company Mortgage throughout the preceding calendar year.

VOTING OF THE FIRST MORTGAGE BONDS

So long as no Event of Default under the Indenture has occurred and is continuing, the Trustee, as holder of the First Mortgage Bonds, shall vote or consent proportionately with what officials of or inspectors of votes at any meeting of bondholders under the Company Mortgage, or the Company Mortgage Trustee in the case of consents without such a meeting, reasonably believe will be the vote or consent of the holders of all other outstanding Company Mortgage Bonds; *provided, however*, that the Trustee shall not vote in favor of, or consent to, any modification of the Company Mortgage which, if it were a modification of the Indenture, would require approval of the Owners of Bonds.

DEFEASANCE

Under the terms of the Company Mortgage, the Company will be discharged from any and all obligations under the Company Mortgage in respect of the Company Mortgage Bonds of any series if the Company deposits with the Company Mortgage Trustee, in trust, moneys or Government Obligations, in an amount sufficient to pay all the principal of, premium (if any) and interest on, the Company Mortgage Bonds of such series or portions thereof, on the redemption date or maturity date thereof, as the case may be. The Company Mortgage Trustee need not accept such deposit unless it is accompanied by an Opinion of Counsel to the effect that (a) the Company has received from, or there has been published by, the Internal Revenue Service a ruling or (b) since the date of the Company Mortgage, there has been a change in applicable

federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the holders of such Company Mortgage Bonds or the right of payment of interest thereon (as the case may be) will not recognize income, gain or loss for federal income tax purposes as a result of such deposit, and/or ensuing discharge and will be subject to federal income tax on the same amount and in the same manner and at the same times, as would have been the case if such deposit, and/or discharge had not occurred.

Upon such deposit, the obligation of the Company to pay the principal of (and premium, if any) and interest on such series of Company Mortgage Bonds shall cease, terminate and be completely discharged.

In the event of any such defeasance and discharge of Company Mortgage Bonds of such series, holders of Company Mortgage Bonds of such series would be able to look only to such trust fund for payment of principal of (and premium, if any) and interest, if any, on the Company Mortgage Bonds of such series.

LITIGATION

There is no pending or, to the knowledge of each Issuer, threatened litigation against such Issuer that in any way questions or materially affects the Bonds of such Issuer, the validity or enforceability of the Loan Agreements or the Indentures to which such Issuer is a party or any proceedings or transaction relating to the reoffering of the Bonds.

REMARKETING

The Remarketing Agents have agreed with the Company, subject to the terms and provisions of separate Remarketing Agreements, dated November 18, 2008, between the Company and the Remarketing Agents, that the Remarketing Agents will use their best efforts, as remarketing agent, to solicit purchases from potential investors of the Bonds. Pursuant to such Remarketing Agreements, the Company has agreed to indemnify the Remarketing Agents against certain liabilities and expenses, including liabilities arising under federal and state securities laws, and to pay for certain expenses in connection with the reoffering of the Bonds.

In the ordinary course of business, the Remarketing Agents have provided investment banking services or bank financing to the Company, its subsidiaries or affiliates in the past for which they have received customary compensation and expense reimbursement, and may do so again in the future.

CERTAIN RELATIONSHIPS

Wells Fargo Brokerage Services, LLC (*"WFBS"*) is a registered broker/dealer and a member of the FINRA and SIPC. WFBS is a brokerage affiliate of Wells Fargo & Company. WFBS is solely responsible for its contractual obligations and commitments. Nondeposit investment products offered by WFBS are not FDIC insured, are subject to investment risk, including loss of principal, and are not guaranteed by a bank unless otherwise specified.

In addition to providing the Letters of Credit for the herein described Bonds, from time to time, Wells Fargo Bank, N. A. and other banks and companies affiliated with WFBS may lend money to an issuer of securities or debt that are underwritten or dealt in by WFBS. Within the prospectus or other documentation provided with each such underwriting or placement there will be a disclosure of any material lending relationship by an affiliate of WFBS with such an issuer and whether the proceeds of such an issuance of such debt securities will be used by the issuer to repay any outstanding indebtedness of any WFBS affiliate.

From time to time, WFBS may participate in a primary of secondary distribution of securities bought or sold by a purchase of bonds. WFBS and its affiliates may also act as an investment advisor to issuers whose securities may be sold to a purchaser of those bonds.

TAX EXEMPTION

CARBON BONDS AND EMERY BONDS

In connection with the original issuance and delivery of each of the Carbon Bonds and the Emery Bonds, Chapman and Cutler, as Bond Counsel to the Company, rendered an opinion with respect to each issue that subject to compliance by the Company and the applicable Issuer with certain covenants referenced in the opinion, under then existing law, interest on the Carbon Bonds and on the Emery Bonds, as applicable, would not be includible in the gross income of the Owners thereof for federal income tax purposes, except for interest on any Carbon Bond or Emery Bond, as applicable, for any period during which such Bond is owned by a person who is a substantial user of the related Project or Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the 1954 Code) and such interest is not treated as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations. Such interest is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

Bond Counsel also rendered an opinion that, under then existing statutes and laws of Utah, interest on the Carbon Bonds and on the Emery Bonds, is exempt from taxes imposed by the Utah Individual Income Tax Act.

A copy of each of the opinion letters provided by Bond Counsel in connection with the original issuance and delivery of the Carbon Bonds and the Emery Bonds is set forth in Appendix C-1 and C-2, respectively, but inclusion of such copies of the opinion letters is not to be construed as a reaffirmation of the opinions contained therein. The opinion letters speak only as of their dates.

Chapman and Cutler LLP will deliver separate opinions in connection with execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement for each of the Carbon Bonds and the Emery Bonds in each case to the effect that (a) each of such First Supplemental Indentures (i) is authorized or permitted by the Trust Indenture relating thereto and the Act and complies with their respective terms, (ii) upon the execution and delivery thereof, will be valid and binding upon the respective Issuer in accordance with its terms and (iii)

will not adversely affect the Tax-Exempt status of the Carbon Bonds or the Emery Bonds, as applicable and (b) each of such First Supplemental Loan Agreements (i) is authorized or permitted by the Original Loan Agreement or Trust Indenture relating thereto and the Act and complies with their respective terms, (ii) will be valid and binding upon the respective Issuer in accordance with its terms and (iii) will not adversely affect the Tax-Exempt status of the Carbon Bonds or the Emery Bonds, as applicable. Except as necessary to render the foregoing opinions, Chapman and Cutler has not reviewed any factual or legal maters relating to the prior opinion of Bond Counsel or the Carbon Bonds or the Emery Bonds subsequent to their date of issuance. The proposed form of such opinions are set forth in Appendix D-1 and Appendix D-3.

CONVERSE BONDS, LINCOLN BONDS AND SWEETWATER BONDS

In connection with the original issuance and delivery of each of the Converse Bonds, the Lincoln Bonds and the Sweetwater Bonds, Chapman and Cutler, as Bond Counsel to the Company, rendered an opinion with respect to each issue that subject to compliance by the Company and the Issuer with certain covenants referenced in the opinion, under then existing law, interest on the Converse Bonds, on the Lincoln Bonds and on the Sweetwater Bonds, as applicable, would not be includible in the gross income of the Owners thereof for federal income tax purposes, except for interest on any Converse Bond, Lincoln Bond or Sweetwater Bond, as applicable, for any period during which such Bond is owned by a person who is a substantial user of the related Project or Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the 1954 Code) and such interest is not treated as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations. Such interest is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

Bond Counsel also rendered an opinion that, under then existing statutes and laws of Wyoming, Wyoming imposed no income taxes that would be applicable to interest on the Converse Bonds, on the Lincoln Bonds or on the Emery Bonds, as applicable.

A copy of each of the opinion letters provided by Bond Counsel in connection with the original issuance and delivery of the Converse Bonds, the Lincoln Bonds and the Sweetwater Bonds is set forth in Appendix C-3, C-4 and C-5, respectively, but inclusion of such copies of the opinion letters is not to be construed as a reaffirmation of the opinions contained therein. The opinion letters speak only as of their dates.

Chapman and Cutler LLP will deliver separate opinions in connection with execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement for each of the Converse Bonds, the Lincoln Bonds and the Sweetwater Bonds in each case to the effect that (a) each of such First Supplemental Indentures (i) is authorized or permitted by the Trust Indenture relating thereto and the Act and complies with their respective terms, (ii) upon the execution and delivery thereof, will be valid and binding upon the respective Issuer in accordance with its terms and (iii) will not adversely affect the Tax-Exempt status of the Converse Bonds, the Lincoln Bonds or the Sweetwater Bonds, as applicable and (b) each of such First Supplemental Loan Agreements (i) is authorized or permitted by the Original Loan Agreement or Trust Indenture relating thereto and the Act and complies with their respective

terms, (ii) will be valid and binding upon the respective Issuer in accordance with its terms and (iii) will not adversely affect the Tax-Exempt status of the Converse Bonds, the Lincoln Bonds or the Sweetwater Bonds, as applicable. Except as necessary to render the foregoing opinions, Chapman and Cutler has not reviewed any factual or legal maters relating to the prior opinion of Bond Counsel or the Converse Bonds, the Lincoln Bonds or the Sweetwater Bonds subsequent to their date of issuance. The proposed form of such opinions are set forth in Appendix D-2, Appendix D-4 and Appendix D-6.

MOFFAT BONDS

In connection with the original issuance and delivery of the Moffat Bonds, Chapman and Cutler, as Bond Counsel to the Company, rendered an opinion that subject to compliance by the Company and the Issuer with certain covenants referenced in the opinion, under then existing law, interest on the Moffat Bonds would not be includible in the gross income of the Owners thereof for federal income tax purposes, except for interest on any Moffat Bond for any period during which such Bond is owned by a person who is a substantial user of the related Project or Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the 1954 Code) and such interest is not treated as an item of tax preference in computing the federal alternative minimum tax for individuals and corporations. Such interest is taken into account, however, in computing an adjustment used in determining the federal alternative minimum tax for certain corporations.

Bond Counsel also rendered an opinion that, under then existing statutes and laws of Colorado, so long as interest on the Moffat Bonds is not included in gross income for federal income tax purposes, interest on the Moffat Bonds is not included in Colorado taxable income for purposes of the income tax imposed by Colorado pursuant to Article 22 of Title 39 of the Colorado Revised Statutes, as amended, upon individuals, corporations, and estates and trusts.

A copy of the opinion letter provided by Bond Counsel in connection with the original issuance and delivery of the Moffat Bonds is set forth in Appendix C-6, but inclusion of such copy of the opinion letter is not to be construed as a reaffirmation of the opinions contained therein. The opinion letter speak only as of its date.

Chapman and Cutler LLP will deliver an opinion in connection with execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement relating to the Moffat Bonds to the effect that (a) such First Supplemental Indenture (i) is authorized or permitted by the Trust Indenture relating thereto and the Act and complies with their respective terms, (ii) upon the execution and delivery thereof, will be valid and binding upon Moffat County in accordance with its terms and (iii) will not adversely affect the Tax-Exempt status of the Moffat Bonds and (b) such First Supplemental Loan Agreement (i) is authorized or permitted by the Original Loan Agreement or Trust Indenture relating thereto and the Act and complies with their respective terms, (ii) will be valid and binding upon Moffat County in accordance with its terms and (iii) will not adversely affect the Tax-Exempt status of the Moffat Bonds. Except as necessary to render the foregoing opinion, Chapman and Cutler has not reviewed any factual or legal maters relating to the prior opinion of Bond Counsel or the

Moffat Bonds subsequent to their date of issuance. The proposed form of such opinion is set forth in Appendix D-5.

CERTAIN LEGAL MATTERS

Certain legal matters in connection with the remarketing will be passed upon by Chapman and Cutler LLP, as Bond Counsel to the Company. Certain legal matters will be passed upon for the Company by Paul J. Leighton, Esq., as counsel for the Company. Certain legal matters will be passed upon for the Remarketing Agents by King & Spalding LLP. The validity of the Letter of Credit will be passed upon for the Bank by in-house counsel to the Bank.

MISCELLANEOUS

The attached Appendices (including the documents incorporated by reference therein) are an integral part of this Reoffering Circular and must be read together with all of the balance of this Reoffering Circular.

The Issuers have not assumed nor will assume any responsibility for the accuracy or completeness of any information contained herein (other than the material pertinent to each Issuer under "THE ISSUERS" or "LITIGATION" above) or in the Appendices hereto, all of which was furnished by others.

APPENDIX A

PACIFICORP

The following information concerning PacifiCorp (the "Company") has been provided by representatives of the Company and has not been independently confirmed or verified by the Remarketing Agents, the Issuer or any other party. No representation is made herein as to the accuracy, completeness or adequacy of such information or as to the absence of material adverse changes in the condition of the Company or in such information after the date hereof, or that the information contained or incorporated herein by reference is correct as of any time after the date hereof.

The Company is a United States regulated electricity company serving customers in portions of the states of Utah, Oregon, Wyoming, Washington, Idaho and California. The Company delivers electricity to customers in Utah, Wyoming and Idaho under the trade name Rocky Mountain Power and to customers in Oregon, Washington and California under the trade name Pacific Power. The Company's electric generation, commercial and energy trading, and coal-mining functions are operated under the trade name PacifiCorp Energy. The subsidiaries of the Company support its electric utility operations by providing coal mining facilities and services and environmental remediation services. PacifiCorp is an indirect subsidiary of MidAmerican Energy Holdings Company (*"MEHC"*), a holding company based in Des Moines, Iowa, owning subsidiaries that are principally engaged in energy businesses. MEHC is a consolidated subsidiary of Berkshire Hathaway Inc.

The Company's operations are exposed to risks, including general economic, political and business conditions in the jurisdictions in which the Company's facilities are located; changes in governmental, legislative or regulatory requirements affecting the Company or the electric utility industry, including limits on the ability of public utilities to recover income tax expenses in rates, such as Oregon Senate Bill 408; changes in, and compliance with, environmental laws, regulations, decisions and policies that could increase operating and capital improvement costs, reduce plant output and/or delay plant construction; the outcome of general rate cases and other proceedings conducted by regulatory commissions or other governmental and legal bodies; changes in economic, industry or weather conditions, as well as demographic trends that could affect customer growth and usage or supply of electricity; a high degree of variance between actual and forecasted load and prices that could impact the hedging strategy and costs to balance electricity load and supply; hydroelectric conditions, as well as the cost, feasibility and eventual outcome of hydroelectric relicensing proceedings that could have a significant impact on electric capacity and cost and on the Company's ability to generate electricity; changes in prices and availability for both purchases and sales of wholesale electricity, coal, natural gas and other fuel sources that could have a significant impact on generation capacity and energy costs; financial condition and creditworthiness of significant customers and suppliers; changes in business strategy or development plans; availability, terms and deployment of capital, including severe reductions in demand for investment grade commercial paper, debt securities and other sources of debt financing and volatility in the London Interbank Offered Rate, the base interest rate for the Company's credit facilities; performance of the Company's generation facilities, including unscheduled outages or repairs;

the impact of derivative instruments used to mitigate or manage volume and price risk and interest rate risk and changes in the commodity prices, interest rates and other conditions that affect the value of the derivatives; the impact of increases in health care costs, changes in interest rates, mortality, morbidity and investment performance on pension and other post-retirement benefits expense, as well as the impact of changes in legislation on funding requirements; changes in the Company's credit ratings; unanticipated construction delays, changes in costs, receipt of required permits and authorizations, and ability to fund capital projects and other factors that could affect future generation plants and infrastructure additions; the impact of new accounting pronouncements or changes in current accounting estimates and assumptions on financial results; other risks or unforeseen events, including litigation and wars, the effects of terrorism, embargos and other catastrophic events; and other business or investment considerations that may be disclosed from time to time in filings with the United States Securities and Exchange Commission (the *"Commission"*) or in other publicly disseminated written documents. See the Incorporated Documents under "Incorporation of Certain Documents by Reference."

The principal executive offices of the Company are located at 825 N.E. Multnomah, Suite 2000, Portland, Oregon 97232; the telephone number is (503) 813-5000.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the *"Exchange Act"*), and in accordance therewith files reports and other information with the Commission. Such reports and other information (including proxy and information statements) filed by the Company may be inspected and copied at public reference rooms maintained by the Commission in Washington, D.C., New York, New York and Chicago, Illinois. Please call the Commission at 1-800-SEC-0330 for further information on the public reference rooms. The Company's filings with the Commission are also available to the public at the website maintained by the Commission at http://www.sec.gov.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by the Company with the Commission pursuant to the Exchange Act are incorporated herein by reference:

1. Annual Report on Form 10-K for the fiscal year ended December 31, 2007.

2. Quarterly Reports on Form 10-Q for the three months ended March 31, 2008, June 30, 2008 and September 30, 2008.

3. Current Report on Form 8-K, dated February 14, 2008.

4. Current Report on Form 8-K, dated February 22, 2008.

5. Current Report on Form 8-K, dated April 2, 2008.

6. Current Report on Form 8-K, dated April 15, 2008.

7. Current Report on Form 8-K, dated July 17, 2008.

8 Current Report on Form 8-K, dated September 15, 2008.

9. All other documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the date hereof.

All documents filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act after the filing of the Quarterly Report on Form 10-Q for the three months ended September 30, 2008 and before the termination of the reoffering made by this Reoffering Circular (the *"Reoffering Circular"*) shall be deemed to be incorporated by reference in this Reoffering Circular and to be a part hereof from the date of filing such documents (such documents and the documents enumerated above, being hereinafter referred to as the *"Incorporated Documents"*), *provided, however,* that the documents enumerated above and the documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act in each year during which the reoffering made by this Reoffering Circular is in effect before the filing of the Company's Annual Report on Form 10-K covering such year shall not be Incorporated Documents or be incorporated by reference in this Reoffering Circular or be a part hereof from and after such filing of such Annual Report on Form 10-K.

Any statement contained in an Incorporated Document shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein or in any other subsequently filed Incorporated Document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part hereof.

The Incorporated Documents are not presented in this Reoffering Circular or delivered herewith. The Company hereby undertakes to provide without charge to each person to whom a copy of this Reoffering Circular has been delivered, on the written or oral request of any such person, a copy of any or all of the Incorporated Documents, other than exhibits to such documents, unless such exhibits are specifically incorporated by reference therein. Requests for such copies should be directed to Investor Relations, PacifiCorp, 825 N.E. Multnomah, Suite 2000, Portland, Oregon 97232, telephone number (503) 813-5000. The information relating to the Company contained in this Reoffering Circular does not purport to be comprehensive and should be read together with the information contained in the Incorporated Documents.

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APPENDIX B

INFORMATION REGARDING THE BANK

The information under this heading has been provided solely by the Bank and is believed to be reliable. This information has not been verified independently by the Company or any of the Remarketing Agents. Neither the Company nor any of the Remarketing Agents make any representation whatsoever as to the accuracy, adequacy or completeness of such information.

WELLS FARGO BANK, NATIONAL ASSOCIATION

Wells Fargo Bank, National Association (the *"Bank"*) is a national banking association organized under the laws of the United States of America with its main office at 101 North Phillips Avenue, Sioux Falls, South Dakota 57104, and engages in retail, commercial and corporate banking, real estate lending and trust and investment services. The Bank is an indirect, wholly owned subsidiary of Wells Fargo & Company, a diversified financial services company, a financial holding company and a bank holding company registered under the Bank Holding Company Act of 1956, as amended, with its principal executive offices located in San Francisco, California (*"Wells Fargo"*).

As of September 30, 2008, the Bank had total consolidated assets of approximately $514.9 billion, total domestic and foreign deposits of approximately $356.2 billion and total equity capital of approximately $44.2 billion.

On October 3, 2008, Wells Fargo announced that it had entered into a merger agreement with Wachovia Corporation providing for the acquisition of Wachovia and its subsidiaries by Wells Fargo in a stock-for-stock transaction. This press release and other materials filed with the Securities and Exchange Commission (*"SEC"*) by Wells Fargo relating to the proposed merger are available free of charge on the SEC's website at www.sec.gov. Copies of these filings are also available free of charge by writing to Wells Fargo's Corporate Secretary at the address given below.

Each quarter, the Bank files with the FDIC financial reports entitled "Consolidated Reports of Condition and Income for Insured Commercial Banks with Domestic and Foreign Offices," commonly referred to as the "Call Reports." The Bank's Call Reports are prepared in accordance with regulatory accounting principles, which may differ from generally accepted accounting principles. The publicly available portions of the Call Reports for the period ending June 30, 2008, and for Call Reports filed by the Bank with the FDIC after the date of this Offering Memorandum may be obtained from the FDIC, Disclosure Group, Room F518, 550 17th Street, N.W., Washington, D.C. 20429 at prescribed rates, or from the FDIC on its Internet site at http://www.fdic.gov, or by writing to Corporate Secretary's Office, Wells Fargo Center, Sixth and Marquette, MAC N9305-173, Minneapolis, MN 55479.

Each Letter of Credit will be solely an obligation of the Bank and will not be an obligation of, or otherwise guaranteed by, Wells Fargo, and no assets of Wells Fargo or any

affiliate of the Bank or Wells Fargo will be pledged to the payment thereof. Payment of the Letter of Credits will not be insured by the FDIC.

The information contained in this section, including financial information, relates to and has been obtained from the Bank, and is furnished solely to provide limited introductory information regarding the Bank and does not purport to be comprehensive. Any financial information provided in this section is qualified in its entirety by the detailed information appearing in the Call Reports referenced above. The delivery hereof shall not create any implication that there has been no change in the affairs of the Bank since the date hereof.

APPENDIX C-1

APPROVING OPINION OF BOND COUNSEL FOR THE CARBON BONDS

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Law Offices of

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November 17, 1994

Re: $9,365,000 Carbon County, Utah, Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994

We hereby certify that we have examined certified copy of the proceedings of record of the Board of County Commissioners of Carbon County, Utah (the *"Issuer"*), a political subdivision of the State of Utah, preliminary to the issuance by the Issuer of its Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994, in the aggregate principal amount of $9,365,000 (the *"Bonds"*). The Bonds are being issued pursuant to the provisions of the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended and supplemented (the *"Act"*), for the purpose of refunding the Issuer's Pollution Control Revenue Bonds (Utah Power & Light Company Project) Series A of 1974 now outstanding in the amount of $9,365,000 (the *"Refunded Bonds"*). The Refunded Bonds were issued for the purpose of financing a portion of the cost of air and water pollution control facilities (the *"Project"*) at the Carbon coal-fired electric generating plant (the *"Station"*) in Carbon County, Utah for use by Utah Power & Light Company, a Utah corporation which, subsequent to the issuance of the Refunded Bonds, merged with PacifiCorp, an Oregon corporation (the *"Company"*). The proceeds of the Bonds, together with other moneys to be provided by the Company, are to be deposited with the trustee for the Refunded Bonds to provide for the payment of the Refunded Bonds.

The Bonds mature on November 1, 2024, bear interest from time to time computed as set forth in each of the Bonds and are subject to purchase and redemption prior to maturity at the times, in the manner and upon the terms set forth in each of the Bonds. The Bonds are issuable in Authorized Denominations as provided in the hereinafter-defined Indenture as fully-registered Bonds without coupons.

From such examination of the proceedings of the Board of County Commissioners of the Issuer referred to above and from an examination of the Act, we are of the opinion that such proceedings show lawful authority for said issue of Bonds under the laws of the State of Utah now in force.

Pursuant to a Loan Agreement, dated as of November 1, 1994 (the *"Loan Agreement"*), by and between the Company and the Issuer, the Issuer has agreed to loan the proceeds from the sale of the Bonds to the Company for the purpose of refunding the Refunded Bonds, and the Company has agreed to pay amounts at least sufficient to pay the principal of, premium, if any, and interest on the Bonds when due, whether at stated maturity, call for redemption or acceleration. The Loan Agreement (an executed counterpart of which has been examined by us) has, in our opinion, been duly authorized, executed and delivered by the Issuer, and, assuming the due authorization, execution and delivery by the Company, is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

We have also examined an executed counterpart of the Trust Indenture, dated as of November 1, 1994 (the *"Indenture"*), by and between the Issuer and The First National Bank of Chicago, as Trustee (the *"Trustee"*), securing the Bonds and setting forth the covenants and undertakings of the Issuer in connection with the Bonds and making provision under certain conditions for the remarketing of the Bonds by a Remarketing Agent (the *"Remarketing Agent"*), for the fixing of variable interest rates to be borne by the Bonds from time to time, which variable interest rate may be a Daily Interest Rate, a Weekly Interest Rate or a Flexible Interest Rate (each as defined in the Indenture), and for the conversion of the interest rate borne by the Bonds to a different variable interest rate or to a Term Interest Rate (as defined in the Indenture) under certain conditions. The Indenture provides that the Bonds bear interest at a Daily Interest Rate until conversion to a different variable interest rate or to a Term Interest Rate. Under the Indenture, the revenues derived by the Issuer under the Loan Agreement, together with certain of the rights of the Issuer thereunder, are pledged and assigned to the Trustee as security for the Bonds. From such examination, we are of the opinion that the proceedings of the Board of County Commissioners of the Issuer referred to above show lawful authority for the execution and delivery of the Indenture, that the Indenture is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought, that the Bonds have been validly issued under the Indenture, and that all requirements under the Indenture precedent to delivery of the Bonds have been satisfied.

In connection with the issuance of the Bonds, the Company has entered into a Standby Bond Purchase Agreement dated as of November 1, 1994 (the *"Standby Purchase Agreement"*), with The Bank of New York (the *"Bank"*). Pursuant to the Standby Purchase Agreement, the Bank has agreed to provide (a) an amount sufficient to pay the purchase price or portion of the purchase price equal to the principal amount of Bonds delivered to the Trustee for purchase and not remarketed, plus (b) an amount equal to 62 days' accrued interest on the outstanding Bonds to pay the portion of the purchase price of the Bonds delivered to the Trustee equal to the accrued interest, if any, on such Bonds. Execution of

the Standby Purchase Agreement, however, does not release the Company from its payment obligation under the Loan Agreement. The stated expiration date of the Standby Purchase Agreement is November 17, 1999, subject to the provisions of the Standby Purchase Agreement.

For the purpose of securing the Company's obligation to repay the loan of the proceeds of sale of the Bonds made to the Company by the Issuer pursuant to the Loan Agreement, the Company has delivered to the Trustee, in trust for the benefit of the holders of the Bonds, its First Mortgage and Collateral Trust Bonds in the aggregate principal amount of $9,365,000 (the *"First Mortgage Bonds"*), issued by the Company under the Mortgage and Deed of Trust, dated as of January 9, 1989, between the Company and Chemical Bank, as successor trustee, as supplemented and amended by ten supplemental indentures, including a Tenth Supplemental Indenture dated as of August 1, 1994 (collectively, the *"Mortgage"*). Pursuant to the provisions of the Indenture, payments by the Company representing principal of and interest on the First Mortgage Bonds are deposited into the Bond Fund created under the Indenture and are used to pay the principal of and interest on the Bonds on an equal and ratable basis as the same become due. The First Mortgage Bonds are being issued as a part of a series of $216,470,000 aggregate principal of First Mortgage and Collateral Trust Bonds pursuant to the Mortgage on the date hereof to secure the Bonds and five other issues of pollution control revenue refunding bonds being issued on the date hereof by Emery County, Utah, Converse County, Wyoming, Lincoln County, Wyoming, Sweetwater County, Wyoming, and Moffat County, Colorado (collectively, the *"Other Issuers"*) to refinance certain pollution control or solid waste disposal facilities (the *"Facilities"*) for the benefit of the Company.

We further certify that we have examined the form of bond prescribed in the Indenture and find the same in due form of law and in our opinion the Bonds, to the amount named, are valid and legally binding upon the Issuer according to the import thereof and, as provided in the Indenture and the Bonds, are payable by the Issuer solely out of payments to be made by the Company under the Loan Agreement and all moneys and investments held by the Trustee under the Indenture or otherwise available to the Trustee for the payment thereof.

Subject to the condition that the Company, the Issuer and the Other Issuers comply with certain covenants made to satisfy pertinent requirements of the Internal Revenue Code of 1954, as amended (the *"1954 Code"*), and the Internal Revenue Code of 1986, we are of the opinion that under present law interest on the Bonds is not includible in gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Project or the Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the 1954 Code), and interest on the Bonds will not be treated as an item of tax preference in computing the alternative minimum tax for individuals and corporations. Interest on the Bonds will be taken into account, however, in computing an adjustment used in determining the alternative minimum tax for certain corporations. Failure to comply with certain of such covenants could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. Ownership of the

Bonds may result in other federal tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds. In rendering this opinion, we have relied upon certifications of even date herewith of the Company relating to the Station, the Project and the application of the proceeds of the Refunded Bonds and the proceeds of the Bonds with respect to certain material facts solely within the knowledge of the Company.

In our opinion, under the laws of the State of Utah as presently enacted and construed, interest on the Bonds will be exempt from taxes imposed by the Utah Individual Income Tax Act. No opinion is expressed with respect to any other taxes imposed by the State of Utah or any political subdivision thereof. Ownership of the Bonds may result in other Utah tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We are not passing upon the Standby Purchase Agreement or any action taken by the Bank in connection therewith. The validity of the Standby Purchase Agreement has been passed upon by Davis Polk & Wardwell.

Stoel Rives Boley Jones & Grey, counsel to the Company, has delivered an opinion of even date herewith concerning the obligations of the Company under the Loan Agreement. In rendering this opinion, we have relied upon said opinion with respect to, among other things: (i) the due organization of the Company, (ii) the good standing or existence of the Company in the States of Utah and Oregon, (iii) the approval of the execution and delivery by the Company of the Loan Agreement by all necessary regulatory authorities exercising jurisdiction over the Company, (iv) the corporate power of the Company to enter into, and the due authorization, execution and delivery by the Company of, the Loan Agreement, and (v) the binding effect of the Loan Agreement on the Company.

Stoel Rives Boley Jones & Grey has also rendered an opinion of even date herewith, as to the due authorization, execution and delivery of the First Mortgage Bonds and the Mortgage, the validity and binding effect thereof, the enforceability thereof in accordance with their respective terms and the requisite issuance of all orders, approvals, authorizations and consents of any court or administrative or governmental body with respect to the First Mortgage Bonds.

Gene Strate, County Attorney of the Issuer, has delivered an opinion of even date herewith with respect to the obligations of the Issuer under the Bonds, the Loan Agreement and the Indenture.

We express no opinion as to the title to, the description of, or the existence of any liens, charges or encumbrances on the Project or the Station.

RJScott:DBRohbock:jgl

Chapman and Cutler

APPENDIX C-2

APPROVING OPINION OF BOND COUNSEL FOR THE EMERY BONDS

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Law Offices of

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(312) 845-3000

November 17, 1994

Re: $121,940,000 Emery County, Utah, Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994

We hereby certify that we have examined certified copy of the proceedings of record of the Board of County Commissioners of Emery County, Utah (the *"Issuer"*), a political subdivision of the State of Utah, preliminary to the issuance by the Issuer of its Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994, in the aggregate principal amount of $121,940,000 (the *"Bonds"*). The Bonds are being issued pursuant to the provisions of the Utah Industrial Facilities and Development Act, Title 11, Chapter 17, Utah Code Annotated 1953, as amended and supplemented (the *"Act"*), for the purpose of refunding the Issuer's Pollution Control Revenue Bonds (Utah Power & Light Company Project) Series A of 1974, Pollution Control Revenue Bonds, 6-3/8% Series due November 1, 2006 (Utah Power & Light Company Project), Pollution Control Revenue Bonds, 5.90% Series due April 1, 2008 (Utah Power & Light Company Project) and Pollution Control Revenue Bonds (Utah Power & Light Company Project), 10.70% Series Due September 1, 2014, collectively outstanding in the amount of $121,940,000 (collectively, the *"Refunded Bonds"*). The Refunded Bonds were issued for the purpose of financing or refinancing a portion of the cost of certain pollution control or solid waste disposal facilities (the *"Projects"*) at the Hunter coal-fired steam electric generating plant (formerly known as the Emery Generating plant) and the Huntington coal-fired electric generating plant (collectively, the *"Stations"*) in Emery County, Utah, for use by Utah Power & Light Company, a Utah corporation which, subsequent to the issuance of the Refunded Bonds, merged with PacifiCorp, an Oregon corporation (the *"Company"*). The proceeds of the Bonds, together with other moneys to be provided by the Company, are to be deposited with the respective trustee for each series of Refunded Bonds to provide for the payment of the Refunded Bonds.

The Bonds mature on November 1, 2024, bear interest from time to time computed as set forth in each of the Bonds and are subject to purchase and redemption prior to maturity at the times, in the manner and upon the terms set forth in each of the Bonds. The Bonds are issuable in Authorized Denominations as provided in the hereinafter-defined Indenture as fully-registered Bonds without coupons.

From such examination of the proceedings of the Board of County Commissioners of the Issuer referred to above and from an examination of the Act, we are of the opinion that such proceedings show lawful authority for said issue of Bonds under the laws of the State of Utah now in force.

Pursuant to a Loan Agreement, dated as of November 1, 1994 (the *"Loan Agreement"*), by and between the Company and the Issuer, the Issuer has agreed to loan the proceeds from the sale of the Bonds to the Company for the purpose of refunding the Refunded Bonds, and the Company has agreed to pay amounts at least sufficient to pay the principal of, premium, if any, and interest on the Bonds when due, whether at stated maturity, call for redemption or acceleration. The Loan Agreement (an executed counterpart of which has been examined by us) has, in our opinion, been duly authorized, executed and delivered by the Issuer, and, assuming the due authorization, execution and delivery by the Company, is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

We have also examined an executed counterpart of the Trust Indenture, dated as of November 1, 1994 (the *"Indenture"*), by and between the Issuer and The First National Bank of Chicago, as Trustee (the *"Trustee"*), securing the Bonds and setting forth the covenants and undertakings of the Issuer in connection with the Bonds and making provision under certain conditions for the remarketing of the Bonds by a Remarketing Agent (the *"Remarketing Agent"*), for the fixing of variable interest rates to be borne by the Bonds from time to time, which variable interest rate may be a Daily Interest Rate, a Weekly Interest Rate or a Flexible Interest Rate (each as defined in the Indenture), and for the conversion of the interest rate borne by the Bonds to a different variable interest rate or to a Term Interest Rate (as defined in the Indenture) under certain conditions. The Indenture provides that the Bonds bear interest at a Daily Interest Rate until conversion to a different variable interest rate or to a Term Interest Rate. Under the Indenture, the revenues derived by the Issuer under the Loan Agreement, together with certain of the rights of the Issuer thereunder, are pledged and assigned to the Trustee as security for the Bonds. From such examination, we are of the opinion that the proceedings of the Board of County Commissioners of the Issuer referred to above show lawful authority for the execution and delivery of the Indenture, that the Indenture is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought, that the Bonds have been validly issued under the Indenture, and that all requirements under the Indenture precedent to delivery of the Bonds have been satisfied.

In connection with the issuance of the Bonds, the Company has entered into a Standby Bond Purchase Agreement dated as of November 1, 1994 (the *"Standby Purchase Agreement"*), with The Bank of Nova Scotia (the *"Bank"*). Pursuant to the Standby Purchase Agreement, the Bank has agreed to provide (a) an amount sufficient to pay the purchase price or portion of the purchase price equal to the principal amount of Bonds delivered to the Trustee for purchase and not remarketed, plus (b) an amount equal to 62 days' accrued interest on the outstanding Bonds to pay the portion of the purchase price of the Bonds delivered to the Trustee equal to the accrued interest, if any, on such Bonds. Execution of the Standby Purchase Agreement, however, does not release the Company from its payment obligation under the Loan Agreement. The stated expiration date of the Standby Purchase Agreement is November 17, 1999, subject to the provisions of the Standby Purchase Agreement.

For the purpose of securing the Company's obligation to repay the loan of the proceeds of sale of the Bonds made to the Company by the Issuer pursuant to the Loan Agreement, the Company has delivered to the Trustee, in trust for the benefit of the holders of the Bonds, its First Mortgage and Collateral Trust Bonds in the aggregate principal amount of $121,940,000 (the *"First Mortgage Bonds"*), issued by the Company under the Mortgage and Deed of Trust, dated as of January 9, 1989, between the Company and Chemical Bank, as successor trustee, as supplemented and amended by ten supplemental indentures, including a Tenth Supplemental Indenture dated as of August 1, 1994 (collectively, the *"Mortgage"*). Pursuant to the provisions of the Indenture, payments by the Company representing principal of and interest on the First Mortgage Bonds are deposited into the Bond Fund created under the Indenture and are used to pay the principal of and interest on the Bonds on an equal and ratable basis as the same become due. The First Mortgage Bonds are being issued as a part of a series of $216,470,000 aggregate principal of First Mortgage and Collateral Trust Bonds pursuant to the Mortgage on the date hereof to secure the Bonds and five other issues of pollution control revenue refunding bonds being issued on the date hereof by Carbon County, Utah, Converse County, Wyoming, Lincoln County, Wyoming, Sweetwater County, Wyoming, and Moffat County, Colorado (collectively, the *"Other Issuers"*), to refinance certain pollution control or solid waste disposal facilities (the *"Facilities"*) for the benefit of the Company.

We further certify that we have examined the form of bond prescribed in the Indenture and find the same in due form of law and in our opinion the Bonds, to the amount named, are valid and legally binding upon the Issuer according to the import thereof and, as provided in the Indenture and the Bonds, are payable by the Issuer solely out of payments to be made by the Company under the Loan Agreement and all moneys and investments held by the Trustee under the Indenture or otherwise available to the Trustee for the payment thereof.

Subject to the condition that the Company, the Issuer and the Other Issuers comply with certain covenants made to satisfy pertinent requirements of the Internal Revenue Code of 1954, as amended (the *"1954 Code"*), and the Internal Revenue Code of 1986, we are of the opinion that under present law interest on the Bonds is not includible in gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any

period during which such Bond is owned by a person who is a substantial user of any of the Projects or the Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the 1954 Code), and interest on the Bonds will not be treated as an item of tax preference in computing the alternative minimum tax for individuals and corporations. Interest on the Bonds will be taken into account, however, in computing an adjustment used in determining the alternative minimum tax for certain corporations. Failure to comply with certain of such covenants could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. Ownership of the Bonds may result in other federal tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds. In rendering this opinion, we have relied upon certifications of even date herewith of the Company relating to the Stations, the Projects and the application of the proceeds of the Bonds, the Refunded Bonds and the Issuer's $16,750,000 Pollution Control Revenue Bonds (Utah Power & Light Company Project), dated May 11, 1984, with respect to certain material facts solely within the knowledge of the Company.

In our opinion, under the laws of the State of Utah as presently enacted and construed, interest on the Bonds will be exempt from taxes imposed by the Utah Individual Income Tax Act. No opinion is expressed with respect to any other taxes imposed by the State of Utah or any political subdivision thereof. Ownership of the Bonds may result in other Utah tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We are not passing upon the Standby Purchase Agreement or any action taken by the Bank in connection therewith. The validity of the Standby Purchase Agreement has been passed upon by Davis Polk & Wardwell.

Stoel Rives Boley Jones & Grey, counsel to the Company, has delivered an opinion of even date herewith concerning the obligations of the Company under the Loan Agreement. In rendering this opinion, we have relied upon said opinion with respect to, among other things: (i) the due organization of the Company, (ii) the good standing or existence of the Company in the States of Utah and Oregon, (iii) the approval of the execution and delivery by the Company of the Loan Agreement by all necessary regulatory authorities exercising jurisdiction over the Company, (iv) the corporate power of the Company to enter into, and the due authorization, execution and delivery by the Company of, the Loan Agreement, and (v) the binding effect of the Loan Agreement on the Company.

Stoel Rives Boley Jones & Grey has also rendered an opinion of even date herewith, as to the due authorization, execution and delivery of the First Mortgage Bonds and the Mortgage, the validity and binding effect thereof, the enforceability thereof in accordance with their respective terms and the requisite issuance of all orders, approvals, authorizations and consents of any court or administrative or governmental body with respect to the First Mortgage Bonds.

Ray, Quinney & Nebeker, special counsel to the Issuer, and David A. Blackwell, County Attorney of the Issuer, have delivered opinions of even date herewith with respect to the obligations of the Issuer under the Bonds, the Loan Agreement and the Indenture.

We express no opinion as to the title to, the description of, or the existence of any liens, charges or encumbrances on the Projects or the Stations.

RJScott:DBRohbock:jgl

Chapman and Cutler

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APPENDIX C-3

APPROVING OPINION OF BOND COUNSEL FOR THE CONVERSE BONDS

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November 17, 1994

Re: $8,190,000 Converse County, Wyoming,
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994

We hereby certify that we have examined certified copy of the proceedings of record of the Board of County Commissioners of Converse County, Wyoming (the *"Issuer"*), a political subdivision of the State of Wyoming, preliminary to the issuance by the Issuer of its Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994, in the aggregate principal amount of $8,190,000 (the *"Bonds"*). The Bonds are being issued pursuant to the provisions of Sections 15-1-701 to 15-1-710, inclusive, Wyoming Statutes (1977), as amended and supplemented (the *"Act"*), for the purpose of refunding the Issuer's Collateralized Pollution Control Revenue Bonds (Pacific Power & Light Company Project) Series 1977 now outstanding in the amount of $8,190,000 (the *"Refunded Bonds"*). The Refunded Bonds were issued for the purpose of financing a portion of the cost of water and air pollution control facilities (the *"Project"*) at the Dave Johnston Plant (the *"Station"*) in Converse County, Wyoming, for use by Pacific Power & Light Company, a Maine corporation which, subsequent to the issuance of the Refunded Bonds, merged with PacifiCorp, an Oregon corporation (the *"Company"*). The proceeds of the Bonds, together with other moneys to be provided by the Company, are to be deposited with the trustee for the Refunded Bonds to provide for the payment of the Refunded Bonds.

The Bonds mature on November 1, 2024, bear interest from time to time computed as set forth in each of the Bonds and are subject to purchase and redemption prior to maturity at the times, in the manner and upon the terms set forth in each of the Bonds. The Bonds are issuable in Authorized Denominations as provided in the hereinafter-defined Indenture as fully-registered Bonds without coupons.

From such examination of the proceedings of the Board of County Commissioners of the Issuer referred to above and from an examination of the Act, we are of the opinion that such proceedings show lawful authority for said issue of Bonds under the laws of the State of Wyoming now in force.

Pursuant to a Loan Agreement, dated as of November 1, 1994 (the *"Loan Agreement"*), by and between the Company and the Issuer, the Issuer has agreed to loan the proceeds from the sale of the Bonds to the Company for the purpose of refunding the Refunded Bonds, and the Company has agreed to pay amounts at least sufficient to pay the principal of, premium, if any, and interest on the Bonds when due, whether at stated maturity, call for redemption or acceleration. The Loan Agreement (an executed counterpart of which has been examined by us) has, in our opinion, been duly authorized, executed and delivered by the Issuer, and, assuming the due authorization, execution and delivery by the Company, is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

We have also examined an executed counterpart of the Trust Indenture, dated as of November 1, 1994 (the *"Indenture"*), by and between the Issuer and The First National Bank of Chicago, as Trustee (the *"Trustee"*), securing the Bonds and setting forth the covenants and undertakings of the Issuer in connection with the Bonds and making provision under certain conditions for the remarketing of the Bonds by a Remarketing Agent (the *"Remarketing Agent"*), for the fixing of variable interest rates to be borne by the Bonds from time to time, which variable interest rate may be a Daily Interest Rate, a Weekly Interest Rate or a Flexible Interest Rate (each as defined in the Indenture), and for the conversion of the interest rate borne by the Bonds to a different variable interest rate or to a Term Interest Rate (as defined in the Indenture) under certain conditions. The Indenture provides that the Bonds bear interest at a Daily Interest Rate until conversion to a different variable interest rate or to a Term Interest Rate. Under the Indenture, the revenues derived by the Issuer under the Loan Agreement, together with certain of the rights of the Issuer thereunder, are pledged and assigned to the Trustee as security for the Bonds. From such examination, we are of the opinion that the proceedings of the Board of County Commissioners of the Issuer referred to above show lawful authority for the execution and delivery of the Indenture, that the Indenture is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought, that the Bonds have been validly issued under the Indenture, and that all requirements under the Indenture precedent to delivery of the Bonds have been satisfied.

In connection with the issuance of the Bonds, the Company has entered into a Standby Bond Purchase Agreement dated as of November 1, 1994 (the *"Standby Purchase Agreement"*), with The Bank of New York (the *"Bank"*). Pursuant to the Standby Purchase Agreement, the Bank has agreed to provide (a) an amount sufficient to pay the purchase price or portion of the purchase price equal to the principal amount of Bonds delivered to the Trustee for purchase and not remarketed, plus (b) an amount equal to 62 days' accrued interest on the outstanding Bonds to pay the portion of the purchase price of the Bonds delivered to the Trustee equal to the accrued interest, if any, on such Bonds. Execution of

the Standby Purchase Agreement, however, does not release the Company from its payment obligation under the Loan Agreement. The stated expiration date of the Standby Purchase Agreement is November 17, 1999, subject to the provisions of the Standby Purchase Agreement.

For the purpose of securing the Company's obligation to repay the loan of the proceeds of sale of the Bonds made to the Company by the Issuer pursuant to the Loan Agreement, the Company has delivered to the Trustee, in trust for the benefit of the holders of the Bonds, its First Mortgage and Collateral Trust Bonds in the aggregate principal amount of $8,190,000 (the *"First Mortgage Bonds"*), issued by the Company under the Mortgage and Deed of Trust, dated as of January 9, 1989, between the Company and Chemical Bank, as successor trustee, as supplemented and amended by ten supplemental indentures, including a Tenth Supplemental Indenture dated as of August 1, 1994 (collectively, the *"Mortgage"*). Pursuant to the provisions of the Indenture, payments by the Company representing principal of and interest on the First Mortgage Bonds are deposited into the Bond Fund created under the Indenture and are used to pay the principal of and interest on the Bonds on an equal and ratable basis as the same become due. The First Mortgage Bonds are being issued as a part of a series of $216,470,000 aggregate principal of First Mortgage and Collateral Trust Bonds pursuant to the Mortgage on the date hereof to secure the Bonds and five other issues of pollution control revenue refunding bonds being issued on the date hereof by Emery County, Utah, Carbon County, Utah, Lincoln County, Wyoming, Sweetwater County, Wyoming, and Moffat County, Colorado (collectively, the *"Other Issuers"*), to finance certain pollution control or solid waste disposal facilities (the *"Facilities"*) for the benefit of the Company.

We further certify that we have examined the form of bond prescribed in the Indenture and find the same in due form of law and in our opinion the Bonds, to the amount named, are valid and legally binding upon the Issuer according to the import thereof and, as provided in the Indenture and the Bonds, are payable by the Issuer solely out of payments to be made by the Company under the Loan Agreement and all moneys and investments held by the Trustee under the Indenture or otherwise available to the Trustee for the payment thereof.

Subject to the condition that the Company, the Issuer and the Other Issuers comply with certain covenants made to satisfy pertinent requirements of the Internal Revenue Code of 1954, as amended (the *"1954 Code"*), and the Internal Revenue Code of 1986, we are of the opinion that under present law interest on the Bonds is not includible in gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Project or the Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the 1954 Code), and interest on the Bonds will not be treated as an item of tax preference in computing the alternative minimum tax for individuals and corporations. Interest on the Bonds will be taken into account, however, in computing an adjustment used in determining the alternative minimum tax for certain corporations. Failure to comply with certain of such covenants could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. Ownership of the

Bonds may result in other federal tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds. In rendering this opinion, we have relied upon certifications of even date herewith of the Company relating to the Station, the Project and the application of the proceeds of the Refunded Bonds and the proceeds of the Bonds with respect to certain material facts solely within the knowledge of the Company.

In our opinion, under present Wyoming law, the State of Wyoming imposes no income taxes that would be applicable to interest on the Bonds. No opinion is expressed with respect to any other taxes imposed by the State of Wyoming or any political subdivision thereof. Ownership of the Bonds may result in other Wyoming tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We are not passing upon the Standby Purchase Agreement or any action taken by the Bank in connection therewith. The validity of the Standby Purchase Agreement has been passed upon by Davis Polk & Wardwell.

Stoel Rives Boley Jones & Grey, counsel to the Company, has delivered an opinion of even date herewith concerning the obligations of the Company under the Loan Agreement. In rendering this opinion, we have relied upon said opinion with respect to, among other things: (i) the due organization of the Company, (ii) the good standing or existence of the Company in the States of Wyoming and Oregon, (iii) the approval of the execution and delivery by the Company of the Loan Agreement by all necessary regulatory authorities exercising jurisdiction over the Company, (iv) the corporate power of the Company to enter into, and the due authorization, execution and delivery by the Company of, the Loan Agreement, and (v) the binding effect of the Loan Agreement on the Company.

Stoel Rives Boley Jones & Grey has also rendered an opinion of even date herewith, as to the due authorization, execution and delivery of the First Mortgage Bonds and the Mortgage, the validity and binding effect thereof, the enforceability thereof in accordance with their respective terms and the requisite issuance of all orders, approvals, authorizations and consents of any court or administrative or governmental body with respect to the First Mortgage Bonds.

Thomas A. Burley, Esq., County Attorney of the Issuer, has delivered an opinion of even date herewith with respect to the obligations of the Issuer under the Bonds, the Loan Agreement and the Indenture.

We express no opinion as to the title to, the description of, or the existence of any liens, charges or encumbrances on the Project or the Station.

RJScott:BDPatterson:jgl

Chapman and Cutler

APPENDIX C-4

APPROVING OPINION OF BOND COUNSEL FOR THE LINCOLN BONDS

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November 17, 1994

Re: $15,060,000 Lincoln County, Wyoming,
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994

We hereby certify that we have examined certified copy of the proceedings of record of the Board of County Commissioners of Lincoln County, Wyoming (the *"Issuer"*), a political subdivision of the State of Wyoming, preliminary to the issuance by the Issuer of its Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994, in the aggregate principal amount of $15,060,000 (the *"Bonds"*). The Bonds are being issued pursuant to the provisions of Sections 15-1-701 to 15-1-710, inclusive, Wyoming Statutes (1977), as amended and supplemented (the *"Act"*), for the purpose of refunding the Issuer's Pollution Control Revenue Bonds (Utah Power & Light Company Project) Series A of 1974 now outstanding in the amount of $15,060,000 (the *"Refunded Bonds"*). The Refunded Bonds were issued for the purpose of financing a portion of the cost of air pollution control facilities (the *"Project"*) at the Naughton coal-fired electric generating plant (the *"Station"*) in Lincoln County, Wyoming, for use by Utah Power & Light Company, a Utah corporation which, subsequent to the issuance of the Refunded Bonds, merged with PacifiCorp, an Oregon corporation (the *"Company"*). The proceeds of the Bonds, together with other moneys to be provided by the Company, are to be deposited with the trustee for the Refunded Bonds to provide for the payment of the Refunded Bonds.

The Bonds mature on November 1, 2024, bear interest from time to time computed as set forth in each of the Bonds and are subject to purchase and redemption prior to maturity at the times, in the manner and upon the terms set forth in each of the Bonds. The Bonds are issuable in Authorized Denominations as provided in the hereinafter-defined Indenture as fully-registered Bonds without coupons.

From such examination of the proceedings of the Board of County Commissioners of the Issuer referred to above and from an examination of the Act, we are of the opinion that such proceedings show lawful authority for said issue of Bonds under the laws of the State of Wyoming now in force.

Pursuant to a Loan Agreement, dated as of November 1, 1994 (the *"Loan Agreement"*), by and between the Company and the Issuer, the Issuer has agreed to loan the proceeds from the sale of the Bonds to the Company for the purpose of refunding the Refunded Bonds, and the Company has agreed to pay amounts at least sufficient to pay the principal of, premium, if any, and interest on the Bonds when due, whether at stated maturity, call for redemption or acceleration. The Loan Agreement (an executed counterpart of which has been examined by us) has, in our opinion, been duly authorized, executed and delivered by the Issuer, and, assuming the due authorization, execution and delivery by the Company, is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

We have also examined an executed counterpart of the Trust Indenture, dated as of November 1, 1994 (the *"Indenture"*), by and between the Issuer and The First National Bank of Chicago, as Trustee (the *"Trustee"*), securing the Bonds and setting forth the covenants and undertakings of the Issuer in connection with the Bonds and making provision under certain conditions for the remarketing of the Bonds by a Remarketing Agent (the *"Remarketing Agent"*), for the fixing of variable interest rates to be borne by the Bonds from time to time, which variable interest rate may be a Daily Interest Rate, a Weekly Interest Rate or a Flexible Interest Rate (each as defined in the Indenture), and for the conversion of the interest rate borne by the Bonds to a different variable interest rate or to a Term Interest Rate (as defined in the Indenture) under certain conditions. The Indenture provides that the Bonds bear interest at a Daily Interest Rate until conversion to a different variable interest rate or to a Term Interest Rate. Under the Indenture, the revenues derived by the Issuer under the Loan Agreement, together with certain of the rights of the Issuer thereunder, are pledged and assigned to the Trustee as security for the Bonds. From such examination, we are of the opinion that the proceedings of the Board of County Commissioners of the Issuer referred to above show lawful authority for the execution and delivery of the Indenture, that the Indenture is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought, that the Bonds have been validly issued under the Indenture, and that all requirements under the Indenture precedent to delivery of the Bonds have been satisfied.

In connection with the issuance of the Bonds, the Company has entered into a Standby Bond Purchase Agreement dated as of November 1, 1994 (the *"Standby Purchase Agreement"*), with The Bank of New York (the *"Bank"*). Pursuant to the Standby Purchase Agreement, the Bank has agreed to provide (a) an amount sufficient to pay the purchase price or portion of the purchase price equal to the principal amount of Bonds delivered to the Trustee for purchase and not remarketed, plus (b) an amount equal to 62 days' accrued interest on the outstanding Bonds to pay the portion of the purchase price of the Bonds delivered to the Trustee equal to the accrued interest, if any, on such Bonds. Execution of

the Standby Purchase Agreement, however, does not release the Company from its payment obligation under the Loan Agreement. The stated expiration date of the Standby Purchase Agreement is November 17, 1999, subject to the provisions of the Standby Purchase Agreement.

For the purpose of securing the Company's obligation to repay the loan of the proceeds of sale of the Bonds made to the Company by the Issuer pursuant to the Loan Agreement, the Company has delivered to the Trustee, in trust for the benefit of the holders of the Bonds, its First Mortgage and Collateral Trust Bonds in the aggregate principal amount of $15,060,000 (the *"First Mortgage Bonds"*), issued by the Company under the Mortgage and Deed of Trust, dated as of January 9, 1989, between the Company and Chemical Bank, as successor trustee, as supplemented and amended by ten supplemental indentures, including a Tenth Supplemental Indenture dated as of August 1, 1994 (collectively, the *"Mortgage"*). Pursuant to the provisions of the Indenture, payments by the Company representing principal of and interest on the First Mortgage Bonds are deposited into the Bond Fund created under the Indenture and are used to pay the principal of and interest on the Bonds on an equal and ratable basis as the same become due. The First Mortgage Bonds are being issued as a part of a series of $216,470,000 aggregate principal of First Mortgage and Collateral Trust Bonds pursuant to the Mortgage on the date hereof to secure the Bonds and five other issues of pollution control revenue refunding bonds being issued on the date hereof by Emery County, Utah, Carbon County, Utah, Converse County, Wyoming, Sweetwater County, Wyoming, and Moffat County, Colorado (collectively, the *"Other Issuers"*), to refinance certain pollution control or solid waste disposal facilities (the *"Facilities"*) for the benefit of the Company.

We further certify that we have examined the form of bond prescribed in the Indenture and find the same in due form of law and in our opinion the Bonds, to the amount named, are valid and legally binding upon the Issuer according to the import thereof and, as provided in the Indenture and the Bonds, are payable by the Issuer solely out of payments to be made by the Company under the Loan Agreement and all moneys and investments held by the Trustee under the Indenture or otherwise available to the Trustee for the payment thereof.

Subject to the condition that the Company, the Issuer and the Other Issuers comply with certain covenants made to satisfy pertinent requirements of the Internal Revenue Code of 1954, as amended (the *"1954 Code"*), and the Internal Revenue Code of 1986, we are of the opinion that under present law interest on the Bonds is not includible in gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Project or the Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the 1954 Code), and interest on the Bonds will not be treated as an item of tax preference in computing the alternative minimum tax for individuals and corporations. Interest on the Bonds will be taken into account, however, in computing an adjustment used in determining the alternative minimum tax for certain corporations. Failure to comply with certain of such covenants could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. Ownership of the

Bonds may result in other federal tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds. In rendering this opinion, we have relied upon certifications of even date herewith of the Company relating to the Station, the Project and the application of the proceeds of the Refunded Bonds and the proceeds of the Bonds with respect to certain material facts solely within the knowledge of the Company.

In our opinion, under present Wyoming law, the State of Wyoming imposes no income taxes that would be applicable to interest on the Bonds. No opinion is expressed with respect to any other taxes imposed by the State of Wyoming or any political subdivision thereof. Ownership of the Bonds may result in other Wyoming tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We are not passing upon the Standby Purchase Agreement or any action taken by the Bank in connection therewith. The validity of the Standby Purchase Agreement has been passed upon by Davis Polk & Wardwell.

Stoel Rives Boley Jones & Grey, counsel to the Company, has delivered an opinion of even date herewith concerning the obligations of the Company under the Loan Agreement. In rendering this opinion, we have relied upon said opinion with respect to, among other things: (i) the due organization of the Company, (ii) the good standing or existence of the Company in the States of Wyoming and Oregon, (iii) the approval of the execution and delivery by the Company of the Loan Agreement by all necessary regulatory authorities exercising jurisdiction over the Company, (iv) the corporate power of the Company to enter into, and the due authorization, execution and delivery by the Company of, the Loan Agreement, and (v) the binding effect of the Loan Agreement on the Company.

Stoel Rives Boley Jones & Grey has also rendered an opinion of even date herewith, as to the due authorization, execution and delivery of the First Mortgage Bonds and the Mortgage, the validity and binding effect thereof, the enforceability thereof in accordance with their respective terms and the requisite issuance of all orders, approvals, authorizations and consents of any court or administrative or governmental body with respect to the First Mortgage Bonds.

Joseph B. Bluemel, County Attorney of the Issuer, has delivered an opinion of even date herewith with respect to the obligations of the Issuer under the Bonds, the Loan Agreement and the Indenture.

We express no opinion as to the title to, the description of, or the existence of any liens, charges or encumbrances on the Project or the Station.

RJScott:BDPatterson:jgl

Chapman and Cutler

APPENDIX C-5

APPROVING OPINION OF BOND COUNSEL FOR THE SWEETWATER BONDS

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November 17, 1994

Re: $21,260,000 Sweetwater County, Wyoming,
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994

We hereby certify that we have examined certified copy of the proceedings of record of the Board of County Commissioners of Sweetwater County, Wyoming (the *"Issuer"*), a political subdivision of the State of Wyoming, preliminary to the issuance by the Issuer of its Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994, in the aggregate principal amount of $21,260,000 (the *"Bonds"*). The Bonds are being issued pursuant to the provisions of Sections 15-1-701 to 15-1-710, inclusive, Wyoming Statutes (1977), as amended and supplemented (the *"Act"*), for the purpose of refunding the Issuer's Taxable Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994T now outstanding in the amount of $21,260,000 (the *"Refunded Bonds"*). The Refunded Bonds were issued for the purpose of refunding the Issuer's Pollution Control Revenue Bonds (Pacific Power & Light Company Project) Series 1973 (the *"1973 Bonds"*) which were issued by the Issuer for the purpose of financing a portion of the cost of certain air and water pollution control facilities in which PacifiCorp, an Oregon corporation (the *"Company"*) owns a 66-$^2/_3$% undivided interest (the *"Project"*) at the Jim Bridger coal-fired steam electric generating plant (the *"Station"*) in Sweetwater County, Wyoming. The proceeds of the Bonds, together with other moneys to be provided by the Company, are to be deposited with the trustee for the Refunded Bonds to provide for the payment of the Refunded Bonds.

The Bonds mature on November 1, 2024, bear interest from time to time computed as set forth in each of the Bonds and are subject to purchase and redemption prior to maturity at the times, in the manner and upon the terms set forth in each of the Bonds. The Bonds are issuable in Authorized Denominations as provided in the hereinafter-defined Indenture as fully-registered Bonds without coupons.

From such examination of the proceedings of the Board of County Commissioners of the Issuer referred to above and from an examination of the Act, we are of the opinion that such proceedings show lawful authority for said issue of Bonds under the laws of the State of Wyoming now in force.

Pursuant to a Loan Agreement, dated as of November 1, 1994 (the *"Loan Agreement"*), by and between the Company and the Issuer, the Issuer has agreed to loan the proceeds from the sale of the Bonds to the Company for the purpose of refunding the Refunded Bonds, and the Company has agreed to pay amounts at least sufficient to pay the principal of, premium, if any, and interest on the Bonds when due, whether at stated maturity, call for redemption or acceleration. The Loan Agreement (an executed counterpart of which has been examined by us) has, in our opinion, been duly authorized, executed and delivered by the Issuer, and, assuming the due authorization, execution and delivery by the Company, is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

We have also examined an executed counterpart of the Trust Indenture, dated as of November 1, 1994 (the *"Indenture"*), by and between the Issuer and The First National Bank of Chicago, as Trustee (the *"Trustee"*), securing the Bonds and setting forth the covenants and undertakings of the Issuer in connection with the Bonds and making provision under certain conditions for the remarketing of the Bonds by a Remarketing Agent (the *"Remarketing Agent"*), for the fixing of variable interest rates to be borne by the Bonds from time to time, which variable interest rate may be a Daily Interest Rate, a Weekly Interest Rate or a Flexible Interest Rate (each as defined in the Indenture), and for the conversion of the interest rate borne by the Bonds to a different variable interest rate or to a Term Interest Rate (as defined in the Indenture) under certain conditions. The Indenture provides that the Bonds bear interest at a Daily Interest Rate until conversion to a different variable interest rate or to a Term Interest Rate. Under the Indenture, the revenues derived by the Issuer under the Loan Agreement, together with certain of the rights of the Issuer thereunder, are pledged and assigned to the Trustee as security for the Bonds. From such examination, we are of the opinion that the proceedings of the Board of County Commissioners of the Issuer referred to above show lawful authority for the execution and delivery of the Indenture, that the Indenture is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought, that the Bonds have been validly issued under the Indenture, and that all requirements under the Indenture precedent to delivery of the Bonds have been satisfied.

In connection with the issuance of the Bonds, the Company has entered into a Standby Bond Purchase Agreement dated as of November 1, 1994 (the *"Standby Purchase Agreement"*), with The Bank of New York (the *"Bank"*). Pursuant to the Standby Purchase Agreement, the Bank has agreed to provide (a) an amount sufficient to pay the purchase price or portion of the purchase price equal to the principal amount of Bonds delivered to the Trustee for purchase and not remarketed, plus (b) an amount equal to 62 days' accrued interest on the outstanding Bonds to pay the portion of the purchase price of the Bonds delivered to the Trustee equal to the accrued interest, if any, on such Bonds. Execution of

the Standby Purchase Agreement, however, does not release the Company from its payment obligation under the Loan Agreement. The stated expiration date of the Standby Purchase Agreement is November 17, 1999, subject to the provisions of the Standby Purchase Agreement.

For the purpose of securing the Company's obligation to repay the loan of the proceeds of sale of the Bonds made to the Company by the Issuer pursuant to the Loan Agreement, the Company has delivered to the Trustee, in trust for the benefit of the holders of the Bonds, its First Mortgage and Collateral Trust Bonds in the aggregate principal amount of $21,260,000 (the *"First Mortgage Bonds"*), issued by the Company under the Mortgage and Deed of Trust, dated as of January 9, 1989, between the Company and Chemical Bank, as successor trustee, as supplemented and amended by ten supplemental indentures, including a Tenth Supplemental Indenture dated as of August 1, 1994 (collectively, the *"Mortgage"*). Pursuant to the provisions of the Indenture, payments by the Company representing principal of and interest on the First Mortgage Bonds are deposited into the Bond Fund created under the Indenture and are used to pay the principal of and interest on the Bonds on an equal and ratable basis as the same become due. The First Mortgage Bonds are being issued as a part of a series of $216,470,000 aggregate principal of First Mortgage and Collateral Trust Bonds pursuant to the Mortgage on the date hereof to secure the Bonds and five other issues of pollution control revenue refunding bonds being issued on the date hereof by Emery County, Utah, Carbon County, Utah, Converse County, Wyoming, Lincoln County, Wyoming, and Moffat County, Colorado (collectively, the *"Other Issuers"*), to refinance certain pollution control or solid waste disposal facilities (the *"Facilities"*) for the benefit of the Company.

We further certify that we have examined the form of bond prescribed in the Indenture and find the same in due form of law and in our opinion the Bonds, to the amount named, are valid and legally binding upon the Issuer according to the import thereof and, as provided in the Indenture and the Bonds, are payable by the Issuer solely out of payments to be made by the Company under the Loan Agreement and all moneys and investments held by the Trustee under the Indenture or otherwise available to the Trustee for the payment thereof.

Subject to the condition that the Company, the Issuer and the Other Issuers comply with certain covenants made to satisfy pertinent requirements of the Internal Revenue Code of 1954, as amended (the *"1954 Code"*), and the Internal Revenue Code of 1986, we are of the opinion that under present law interest on the Bonds is not includible in gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Project or the Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the 1954 Code), and interest on the Bonds will not be treated as an item of tax preference in computing the alternative minimum tax for individuals and corporations. Interest on the Bonds will be taken into account, however, in computing an adjustment used in determining the alternative minimum tax for certain corporations. Failure to comply with certain of such covenants could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. Ownership of the

Bonds may result in other federal tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds. In rendering this opinion, we have relied upon certifications of even date herewith of the Company relating to the Station, the Project and the application of the proceeds of the 1973 Bonds and the Refunded Bonds and the proceeds of the Bonds with respect to certain material facts solely within the knowledge of the Company.

In our opinion, under present Wyoming law, the State of Wyoming imposes no income taxes that would be applicable to interest on the Bonds. No opinion is expressed with respect to any other taxes imposed by the State of Wyoming or any political subdivision thereof. Ownership of the Bonds may result in other Wyoming tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We are not passing upon the Standby Purchase Agreement or any action taken by the Bank in connection therewith. The validity of the Standby Purchase Agreement has been passed upon by Davis Polk & Wardwell.

Stoel Rives Boley Jones & Grey, counsel to the Company, has delivered an opinion of even date herewith concerning the obligations of the Company under the Loan Agreement. In rendering this opinion, we have relied upon said opinion with respect to, among other things: (i) the due organization of the Company, (ii) the good standing or existence of the Company in the States of Wyoming and Oregon, (iii) the approval of the execution and delivery by the Company of the Loan Agreement by all necessary regulatory authorities exercising jurisdiction over the Company, (iv) the corporate power of the Company to enter into, and the due authorization, execution and delivery by the Company of, the Loan Agreement, and (v) the binding effect of the Loan Agreement on the Company.

Stoel Rives Boley Jones & Grey has also rendered an opinion of even date herewith, as to the due authorization, execution and delivery of the First Mortgage Bonds and the Mortgage, the validity and binding effect thereof, the enforceability thereof in accordance with their respective terms and the requisite issuance of all orders, approvals, authorizations and consents of any court or administrative or governmental body with respect to the First Mortgage Bonds.

Sue Kearns, County and Prosecuting Attorney and G.R. Stewart, Civil Deputy County Attorney and Prosecuting Attorney of the Issuer, have delivered an opinion of even date herewith with respect to the obligations of the Issuer under the Bonds, the Loan Agreement and the Indenture.

We express no opinion as to the title to, the description of, or the existence of any liens, charges or encumbrances on the Project or the Station.

RJScott:BDPatterson:jgl

Chapman and Cutler

APPENDIX C-6

APPROVING OPINION OF BOND COUNSEL FOR THE MOFFAT BONDS

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Law Offices of

CHAPMAN AND CUTLER

Theodore S. Chapman
1877-1943
Henry E. Cutler
1879-1959

50 South Main Street, Salt Lake City, Utah 84144-0402
FAX (801) 533-9595
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2 North Central Avenue
Phoenix, Arizona 85004
(602) 256-4060

111 West Monroe Street
Chicago, Illinois 60603
(312) 845-3000

November 17, 1994

Re: $40,655,000 Moffat County, Colorado,
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994

We hereby certify that we have examined certified copy of the proceedings of record of the Board of County Commissioners of Moffat County, Colorado (the *"Issuer"*), a body corporate and politic of the State of Colorado, preliminary to the issuance by the Issuer of its Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994, in the aggregate principal amount of $40,655,000 (the *"Bonds"*). The Bonds are being issued pursuant to the provisions of the County and Municipality Development Revenue Bond Act, Colorado Revised Statutes 1973, as amended and supplemented (the *"Act"*), for the purpose of refunding the Issuer's Pollution Control Revenue Bonds, Series 1978 (Colorado-Ute Electric Association, Inc. Project) now outstanding in the amount of $42,855,000 (the *"Refunded Bonds"*). The Refunded Bonds were issued for the purpose of financing a portion of the cost of air and water pollution control facilities (the *"Project"*) at the electric generating Units 1 and 2 at the Craig Station steam electric generating station (the *"Station"*) in Moffat County, Colorado, for use by the Colorado-Ute Electric Association, Inc. (*"Colorado-Ute"*). Subsequent to the issuance of the Refunded Bonds, PacifiCorp, an Oregon corporation (the *"Company"*), purchased the Project from Colorado-Ute and assumed certain obligations and rights of Colorado-Ute with respect to the Project and the Refunded Bonds. The proceeds of the Bonds, together with other moneys to be provided by the Company, are to be deposited with the trustee for the Refunded Bonds to provide for the payment of the Refunded Bonds.

The Bonds mature on May 1, 2013, bear interest from time to time computed as set forth in each of the Bonds and are subject to purchase and redemption prior to maturity at the times, in the manner and upon the terms set forth in each of the Bonds. The Bonds are issuable in Authorized Denominations as provided in the hereinafter-defined Indenture as fully-registered Bonds without coupons.

From such examination of the proceedings of the Board of County Commissioners of the Issuer referred to above and from an examination of the Act, we are of the opinion that such proceedings show lawful authority for said issue of Bonds under the laws of the State of Colorado now in force.

Pursuant to a Loan Agreement, dated as of November 1, 1994 (the *"Loan Agreement"*), by and between the Company and the Issuer, the Issuer has agreed to loan the proceeds from the sale of the Bonds to the Company for the purpose of refunding the Refunded Bonds, and the Company has agreed to pay amounts at least sufficient to pay the principal of, premium, if any, and interest on the Bonds when due, whether at stated maturity, call for redemption or acceleration. The Loan Agreement (an executed counterpart of which has been examined by us) has, in our opinion, been duly authorized, executed and delivered by the Issuer, and, assuming the due authorization, execution and delivery by the Company, is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought.

We have also examined an executed counterpart of the Trust Indenture, dated as of November 1, 1994 (the *"Indenture"*), by and between the Issuer and The First National Bank of Chicago, as Trustee (the *"Trustee"*), securing the Bonds and setting forth the covenants and undertakings of the Issuer in connection with the Bonds and making provision under certain conditions for the remarketing of the Bonds by a Remarketing Agent (the *"Remarketing Agent"*), for the fixing of variable interest rates to be borne by the Bonds from time to time, which variable interest rate may be a Daily Interest Rate, a Weekly Interest Rate or a Flexible Interest Rate (each as defined in the Indenture), and for the conversion of the interest rate borne by the Bonds to a different variable interest rate or to a Term Interest Rate (as defined in the Indenture) under certain conditions. The Indenture provides that the Bonds bear interest at a Daily Interest Rate until conversion to a different variable interest rate or to a Term Interest Rate. Under the Indenture, the revenues derived by the Issuer under the Loan Agreement, together with certain of the rights of the Issuer thereunder, are pledged and assigned to the Trustee as security for the Bonds. From such examination, we are of the opinion that the proceedings of the Board of County Commissioners of the Issuer referred to above show lawful authority for the execution and delivery of the Indenture, that the Indenture is a valid and binding obligation of the Issuer, enforceable in accordance with its terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equity principles in the event equitable remedies should be sought, that the Bonds have been validly issued under the Indenture, and that all requirements under the Indenture precedent to delivery of the Bonds have been satisfied.

In connection with the issuance of the Bonds, the Company has entered into a Standby Bond Purchase Agreement dated as of November 1, 1994 (the *"Standby Purchase Agreement"*), with The Bank of New York (the *"Bank"*). Pursuant to the Standby Purchase Agreement, the Bank has agreed to provide (a) an amount sufficient to pay the purchase price or portion of the purchase price equal to the principal amount of Bonds delivered to the Trustee for purchase and not remarketed, plus (b) an amount equal to 62 days' accrued interest on the outstanding Bonds to pay the portion of the purchase price of the Bonds delivered to the Trustee equal to the accrued interest, if any, on such Bonds. Execution of

the Standby Purchase Agreement, however, does not release the Company from its payment obligation under the Loan Agreement. The stated expiration date of the Standby Purchase Agreement is November 17, 1999, subject to the provisions of the Standby Purchase Agreement.

For the purpose of securing the Company's obligation to repay the loan of the proceeds of sale of the Bonds made to the Company by the Issuer pursuant to the Loan Agreement, the Company has delivered to the Trustee, in trust for the benefit of the holders of the Bonds, its First Mortgage and Collateral Trust Bonds in the aggregate principal amount of $40,655,000 (the *"First Mortgage Bonds"*), issued by the Company under the Mortgage and Deed of Trust, dated as of January 9, 1989, between the Company and Chemical Bank, as successor trustee, as supplemented and amended by ten supplemental indentures, including a Tenth Supplemental Indenture dated as of August 1, 1994 (collectively, the *"Mortgage"*). Pursuant to the provisions of the Indenture, payments by the Company representing principal of and interest on the First Mortgage Bonds are deposited into the Bond Fund created under the Indenture and are used to pay the principal of and interest on the Bonds on an equal and ratable basis as the same become due. The First Mortgage Bonds are being issued as a part of a series of $216,470,000 aggregate principal of First Mortgage and Collateral Trust Bonds pursuant to the Mortgage on the date hereof to secure the Bonds and five other issues of pollution control revenue refunding bonds being issued on the date hereof by Emery County, Utah, Carbon County, Utah, Converse County, Wyoming, Lincoln County, Wyoming, and Sweetwater County, Wyoming (collectively, the *"Other Issuers"*), to refinance certain pollution control or solid waste disposal facilities (the *"Facilities"*) for the benefit of the Company.

We further certify that we have examined the form of bond prescribed in the Indenture and find the same in due form of law and in our opinion the Bonds, to the amount named, are valid and legally binding upon the Issuer according to the import thereof and, as provided in the Indenture and the Bonds, are payable by the Issuer solely out of payments to be made by the Company under the Loan Agreement and all moneys and investments held by the Trustee under the Indenture or otherwise available to the Trustee for the payment thereof.

Subject to the condition that the Company, the Issuer and the Other Issuers comply with certain covenants made to satisfy pertinent requirements of the Internal Revenue Code of 1954, as amended (the *"1954 Code"*), and the Internal Revenue Code of 1986, we are of the opinion that under present law interest on the Bonds is not includible in gross income of the owners thereof for federal income tax purposes, except for interest on any Bond for any period during which such Bond is owned by a person who is a substantial user of the Project or the Facilities or any person considered to be related to such person (within the meaning of Section 103(b)(13) of the 1954 Code), and interest on the Bonds will not be treated as an item of tax preference in computing the alternative minimum tax for individuals and corporations. Interest on the Bonds will be taken into account, however, in computing an adjustment used in determining the alternative minimum tax for certain corporations. Failure to comply with certain of such covenants could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. Ownership of the

Bonds may result in other federal tax consequences to certain taxpayers; we express no opinion regarding any such collateral consequences arising with respect to the Bonds. In rendering this opinion, we have relied upon certifications of even date herewith of the Company relating to the Station, the Project and the application of the proceeds of the Refunded Bonds and the proceeds of the Bonds with respect to certain material facts solely within the knowledge of the Company.

In our opinion, under the laws of the State of Colorado, as presently enacted and construed, so long as interest on the Bonds is not included in gross income for federal income tax purposes, interest on the Bonds is not included in Colorado taxable income for purposes of the income tax imposed by the State of Colorado pursuant to Article 22 of Title 39 of the Colorado Revised Statutes, as amended, upon individuals, corporations, and estates and trusts. No opinion is expressed regarding taxation of interest on the Bonds under any other provisions of Colorado law. Ownership of the Bonds may result in other Colorado tax consequences to certain taxpayers and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

We are not passing upon the Standby Purchase Agreement or any action taken by the Bank in connection therewith. The validity of the Standby Purchase Agreement has been passed upon by Davis Polk & Wardwell.

Stoel Rives Boley Jones & Grey, counsel to the Company, has delivered an opinion of even date herewith concerning the obligations of the Company under the Loan Agreement. In rendering this opinion, we have relied upon said opinion with respect to, among other things: (i) the due organization of the Company, (ii) the good standing or existence of the Company in the States of Colorado and Oregon, (iii) the approval of the execution and delivery by the Company of the Loan Agreement by all necessary regulatory authorities exercising jurisdiction over the Company, (iv) the corporate power of the Company to enter into, and the due authorization, execution and delivery by the Company of, the Loan Agreement, and (v) the binding effect of the Loan Agreement on the Company.

Stoel Rives Boley Jones & Grey has also rendered an opinion of even date herewith, as to the due authorization, execution and delivery of the First Mortgage Bonds and the Mortgage, the validity and binding effect thereof, the enforceability thereof in accordance with their respective terms and the requisite issuance of all orders, approvals, authorizations and consents of any court or administrative or governmental body with respect to the First Mortgage Bonds.

Thomas Thornberry, County Attorney of the Issuer, has delivered an opinion of even date herewith with respect to the obligations of the Issuer under the Bonds, the Loan Agreement and the Indenture.

We express no opinion as to the title to, the description of, or the existence of any liens, charges or encumbrances on the Project or the Station.

RJScott:DBRohbock:jgl

Chapman and Cutler

APPENDIX D-1

PROPOSED FORM OPINION OF BOND COUNSEL RELATING TO FIRST SUPPLEMENTAL INDENTURE AND FIRST SUPPLEMENTAL LOAN AGREEMENT FOR CARBON BONDS

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[DATED THE CLOSING DATE]

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

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

Carbon County, Utah
120 East Main Street
Price, Utah 84510

Ambac Assurance Corporation
One State Street Plaza, 19th Floor
New York, New York 10004

JPMorgan Chase Bank, N.A.
as Agent Bank
270 Park Avenue, 4th Floor
New York, New York 10017

Morgan Stanley & Co. Incorporated
1221 Avenue of the Americas, 30th Floor
New York, New York 10020

Re: $9,365,000
Carbon County, Utah
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994 (the *"Bonds"*)

Ladies and Gentlemen:

This opinion is being furnished in accordance with (a) Sections 12.02(c)(ii) and 12.06 of that certain the Trust Indenture, dated as of November 1, 1994 (the *"Original Indenture"*), between Carbon County, Utah (the *"Issuer"*) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the *"Trustee"*); (b) Section 1.4 of that certain Release Agreement, dated the date hereof (the *"Release Agreement"*), by and among the Issuer, the Trustee, PacifiCorp (the *"Company"*) and Ambac Assurance Corporation (*"Ambac"*) and (c) Section 5(e)(3)(B) of that certain Remarketing Agreement, dated November 18, 2008, between the Company and Morgan Stanley & Co. Incorporated, as remarketing agent. Prior to the date hereof, payment of principal of and interest on the Bonds was secured by a municipal bond insurance policy issued by Ambac (the *"Insurance Policy"*) and the purchase price of the Bonds

is currently secured by that certain Standby Bond Purchase Agreement, dated February 22, 2006 (the *"Standby Purchase Agreement"*), by and among the Company, the banks party thereto and JPMorgan Chase Bank, N.A., as agent bank. In order to replace the Insurance Policy and the Standby Purchase Agreement with a Letter of Credit to be issued by Wells Fargo Bank, N.A. (the *"Bank"*) for the benefit of the Trustee, and to make certain other permitted changes in connection therewith to the Original Indenture and the Loan Agreement, dated as of November 1, 1994 (the *"Original Loan Agreement"*), between the Issuer and the Company, (a) the Company, pursuant to Section 12.02 of the Original Indenture, has requested the Issuer and the Trustee to enter into the First Supplemental Trust Indenture, dated as of October 1, 2008 (the *"First Supplemental Indenture"*), in order to amend and restate the Original Indenture and (b) the Company and the Issuer, pursuant to Section 12.06 of the Original Indenture and Section 9.04 of the Original Loan Agreement, have determined to enter into the First Supplemental Loan Agreement, dated as of October 1, 2008 (the *"First Supplemental Loan Agreement"*), to amend and restate the Original Loan Agreement. It has been represented to us that the Owners of all of the Bonds have consented to the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement.

We have examined the law and such documents and matters as we have deemed necessary to provide this opinion letter. As to questions of fact material to the opinions expressed herein, we have relied upon the provisions of the Indenture and related documents, and upon representations, including regarding the consent of the Owners, made to us without undertaking to verify the same by independent investigation.

The terms used herein denoted by initial capitals and not otherwise defined shall have the meanings specified in the Indenture.

Based upon the foregoing and as of the date hereof, we are of the opinion that:

1. The form of the restated bond prescribed in the First Supplemental Indenture (the *"Restated Bonds"*) satisfies the requirements of the Act and the Original Indenture and the authentication of the Restated Bonds will not adversely affect the Tax-Exempt status of the Bonds.

2. The First Supplemental Indenture is authorized or permitted by the Original Indenture and the Act and complies with their respective terms.

3. The modification, alteration, amendment and supplement of the Original Loan Agreement by the First Supplemental Loan Agreement is authorized or permitted by the Original Loan Agreement or the Original Indenture and the Act and complies with their respective terms.

4. The First Supplemental Indenture and the First Supplemental Loan Agreement will, upon execution and delivery thereof, be valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency,

reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equitable principals in the event equitable remedies should be sought.

5. The execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement will not adversely affect the Tax-Exempt status of the Bonds.

6. The release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not, in and of itself, adversely affect the Tax-Exempt status of the Bonds. Except as expressly stated in the foregoing sentence, we have not been request to express, and do not express, any opinion with respect to such release or the Release Agreement. In rendering this opinion, we have assumed, with your permission, that the release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not result in the Issuer's capacity to meet the payment obligations on the Bonds changing from being adequate to primarily speculative.

At the time of the issuance of the Bonds, we rendered our approving opinion relating to, among other things, the validity of the Bonds and the exclusion from federal income taxation of interest on the Bonds. We have not been requested, nor have we undertaken, to make an independent investigation to confirm that the Company and the Issuer have complied with the provisions of the Original Indenture, the Original Loan Agreement, the Tax Certificate and other documents relating to the Bonds, or to review any other events that may have occurred since we rendered such approving opinion other than with respect to the Company in connection with the conversion of the interest rate on the Bonds and the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement and the release of the Insurance Policy. Accordingly, we do not express any opinion with respect to the Bonds, except as described above.

Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

In rendering this opinion as Bond Counsel, we are passing only upon those matters set forth in this opinion and are not passing upon the adequacy, accuracy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

Respectfully submitted,

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APPENDIX D-2

PROPOSED FORM OPINION OF BOND COUNSEL RELATING TO FIRST SUPPLEMENTAL INDENTURE AND FIRST SUPPLEMENTAL LOAN AGREEMENT FOR CONVERSE BONDS

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[DATED THE CLOSING DATE]

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

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

Converse County, Wyoming
107 North 5th Street
Douglas, Wyoming 82633

Ambac Assurance Corporation
One State Street Plaza, 19th Floor
New York, New York 10004

JPMorgan Chase Bank, N.A.,
as Agent Bank
270 Park Avenue, 4th Floor
New York, New York 10017

Banc of America Securities LLC
One Bryant Park, 11th Floor
New York, New York 10036

Re: $8,190,000
Converse County, Wyoming
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994 (the *"Bonds"*)

Ladies and Gentlemen:

This opinion is being furnished in accordance with (a) Sections 12.02(c)(ii) and 12.06 of that certain the Trust Indenture, dated as of November 1, 1994 (the *"Original Indenture"*), between Converse County, Wyoming (the *"Issuer"*) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the *"Trustee"*); (b) Section 1.4 of that certain Release Agreement, dated the date hereof (the *"Release Agreement"*), by and among the Issuer, the Trustee, PacifiCorp (the *"Company"*) and Ambac Assurance Corporation (*"Ambac"*) and (c) Section 5(e)(3)(B) of that certain Remarketing Agreement, dated November 18, 2008, between the Company and Banc of America Securities LLC, as remarketing agent. Prior to the date hereof, payment of principal of and interest on the Bonds was secured by a municipal bond insurance policy issued by Ambac (the *"Insurance Policy"*) and the purchase price of the Bonds

is currently secured by that certain Standby Bond Purchase Agreement, dated February 22, 2006 (the *"Standby Purchase Agreement"*), by and among the Company, the banks party thereto and JPMorgan Chase Bank, N.A., as agent bank. In order to replace the Insurance Policy and the Standby Purchase Agreement with a Letter of Credit to be issued by Wells Fargo Bank, N.A. (the *"Bank"*) for the benefit of the Trustee, and to make certain other permitted changes in connection therewith to the Original Indenture and the Loan Agreement, dated as of November 1, 1994 (the *"Original Loan Agreement"*), between the Issuer and the Company, (a) the Company, pursuant to Section 12.02 of the Original Indenture, has requested the Issuer and the Trustee to enter into the First Supplemental Trust Indenture, dated as of October 1, 2008 (the *"First Supplemental Indenture"*), in order to amend and restate the Original Indenture and (b) the Company and the Issuer, pursuant to Section 12.06 of the Original Indenture and Section 9.04 of the Original Loan Agreement, have determined to enter into the First Supplemental Loan Agreement, dated as of October 1, 2008 (the *"First Supplemental Loan Agreement"*), to amend and restate the Original Loan Agreement. It has been represented to us that the Owners of all of the Bonds have consented to the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement.

We have examined the law and such documents and matters as we have deemed necessary to provide this opinion letter. As to questions of fact material to the opinions expressed herein, we have relied upon the provisions of the Indenture and related documents, and upon representations, including regarding the consent of the Owners, made to us without undertaking to verify the same by independent investigation.

The terms used herein denoted by initial capitals and not otherwise defined shall have the meanings specified in the Indenture.

Based upon the foregoing and as of the date hereof, we are of the opinion that:

1. The form of the restated bond prescribed in the First Supplemental Indenture (the *"Restated Bonds"*) satisfies the requirements of the Act and the Original Indenture and the authentication of the Restated Bonds will not adversely affect the Tax-Exempt status of the Bonds.

2. The First Supplemental Indenture is authorized or permitted by the Original Indenture and the Act and complies with their respective terms.

3. The modification, alteration, amendment and supplement of the Original Loan Agreement by the First Supplemental Loan Agreement is authorized or permitted by the Original Loan Agreement or the Original Indenture and the Act and complies with their respective terms.

4. The First Supplemental Indenture and the First Supplemental Loan Agreement will, upon execution and delivery thereof, be valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency,

reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equitable principals in the event equitable remedies should be sought.

5. The execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement will not adversely affect the Tax-Exempt status of the Bonds.

6. The release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not, in and of itself, adversely affect the Tax-Exempt status of the Bonds. Except as expressly stated in the foregoing sentence, we have not been request to express, and do not express, any opinion with respect to such release or the Release Agreement. In rendering this opinion, we have assumed, with your permission, that the release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not result in the Issuer's capacity to meet the payment obligations on the Bonds changing from being adequate to primarily speculative.

At the time of the issuance of the Bonds, we rendered our approving opinion relating to, among other things, the validity of the Bonds and the exclusion from federal income taxation of interest on the Bonds. We have not been requested, nor have we undertaken, to make an independent investigation to confirm that the Company and the Issuer have complied with the provisions of the Original Indenture, the Original Loan Agreement, the Tax Certificate and other documents relating to the Bonds, or to review any other events that may have occurred since we rendered such approving opinion other than with respect to the Company in connection with the conversion of the interest rate on the Bonds and the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement and the release of the Insurance Policy. Accordingly, we do not express any opinion with respect to the Bonds, except as described above.

Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

In rendering this opinion as Bond Counsel, we are passing only upon those matters set forth in this opinion and are not passing upon the adequacy, accuracy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

Respectfully submitted,

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APPENDIX D-3

PROPOSED FORM OPINION OF BOND COUNSEL RELATING TO FIRST SUPPLEMENTAL INDENTURE AND FIRST SUPPLEMENTAL LOAN AGREEMENT FOR EMERY BONDS

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[DATED THE CLOSING DATE]

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

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

Emery County, Utah
75 East Main Street
Castle Dale, Utah 84513

Ambac Assurance Corporation
One State Street Plaza, 19th Floor
New York, New York 10004

The Bank of Nova Scotia, New York Agency,
as Agent Bank
1 Liberty Plaza
New York, New York 10006

Wells Fargo Brokerage Services, LLC
MAC N9303-105
608 Second Avenue South
Minneapolis, Minnesota 55479

Re: $121,940,000
Emery County, Utah
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994 (the *"Bonds"*)

Ladies and Gentlemen:

This opinion is being furnished in accordance with (a) Sections 12.02(c)(ii) and 12.06 of that certain the Trust Indenture, dated as of November 1, 1994 (the *"Original Indenture"*), between Emery County, Utah (the *"Issuer"*) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the *"Trustee"*); (b) Section 1.4 of that certain Release Agreement, dated the date hereof (the *"Release Agreement"*), by and among the Issuer, the Trustee, PacifiCorp (the *"Company"*) and Ambac Assurance Corporation (*"Ambac"*) and (c) Section 5(e)(3)(B) of that certain Remarketing Agreement, dated November 18, 2008, between the Company and Wells Fargo Brokerage Services, LLC, as remarketing agent. Prior to the date hereof, payment of principal of and interest on the Bonds was secured by a municipal bond insurance policy issued by Ambac (the *"Insurance Policy"*) and the purchase price of the Bonds

is currently secured by that certain Standby Bond Purchase Agreement, dated May 3, 2006 (the *"Standby Purchase Agreement"*), by and among the Company, the banks party thereto and The Bank of Nova Scotia, New York Agency, as agent bank. In order to replace the Insurance Policy and the Standby Purchase Agreement with a Letter of Credit to be issued by Wells Fargo Bank, N.A. (the *"Bank"*) for the benefit of the Trustee, and to make certain other permitted changes in connection therewith to the Original Indenture and the Loan Agreement, dated as of November 1, 1994 (the *"Original Loan Agreement"*), between the Issuer and the Company, (a) the Company, pursuant to Section 12.02 of the Original Indenture, has requested the Issuer and the Trustee to enter into the First Supplemental Trust Indenture, dated as of October 1, 2008 (the *"First Supplemental Indenture"*), in order to amend and restate the Original Indenture and (b) the Company and the Issuer, pursuant to Section 12.06 of the Original Indenture and Section 9.04 of the Original Loan Agreement, have determined to enter into the First Supplemental Loan Agreement, dated as of October 1, 2008 (the *"First Supplemental Loan Agreement"*), to amend and restate the Original Loan Agreement. It has been represented to us that the Owners of all of the Bonds have consented to the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement.

We have examined the law and such documents and matters as we have deemed necessary to provide this opinion letter. As to questions of fact material to the opinions expressed herein, we have relied upon the provisions of the Indenture and related documents, and upon representations, including regarding the consent of the Owners, made to us without undertaking to verify the same by independent investigation.

The terms used herein denoted by initial capitals and not otherwise defined shall have the meanings specified in the Indenture.

Based upon the foregoing and as of the date hereof, we are of the opinion that:

1. The form of the restated bond prescribed in the First Supplemental Indenture (the *"Restated Bonds"*) satisfies the requirements of the Act and the Original Indenture and the authentication of the Restated Bonds will not adversely affect the Tax-Exempt status of the Bonds.

2. The First Supplemental Indenture is authorized or permitted by the Original Indenture and the Act and complies with their respective terms.

3. The modification, alteration, amendment and supplement of the Original Loan Agreement by the First Supplemental Loan Agreement is authorized or permitted by the Original Loan Agreement or the Original Indenture and the Act and complies with their respective terms.

4. The First Supplemental Indenture and the First Supplemental Loan Agreement will, upon execution and delivery thereof, be valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency,

reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equitable principals in the event equitable remedies should be sought.

5. The execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement will not adversely affect the Tax-Exempt status of the Bonds.

6. The release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not, in and of itself, adversely affect the Tax-Exempt status of the Bonds. Except as expressly stated in the foregoing sentence, we have not been request to express, and do not express, any opinion with respect to such release or the Release Agreement. In rendering this opinion, we have assumed, with your permission, that the release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not result in the Issuer's capacity to meet the payment obligations on the Bonds changing from being adequate to primarily speculative.

At the time of the issuance of the Bonds, we rendered our approving opinion relating to, among other things, the validity of the Bonds and the exclusion from federal income taxation of interest on the Bonds. We have not been requested, nor have we undertaken, to make an independent investigation to confirm that the Company and the Issuer have complied with the provisions of the Original Indenture, the Original Loan Agreement, the Tax Certificate and other documents relating to the Bonds, or to review any other events that may have occurred since we rendered such approving opinion other than with respect to the Company in connection with the conversion of the interest rate on the Bonds and the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement and the release of the Insurance Policy. Accordingly, we do not express any opinion with respect to the Bonds, except as described above.

Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

In rendering this opinion as Bond Counsel, we are passing only upon those matters set forth in this opinion and are not passing upon the adequacy, accuracy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

Respectfully submitted,

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APPENDIX D-4

PROPOSED FORM OPINION OF BOND COUNSEL RELATING TO FIRST SUPPLEMENTAL INDENTURE AND FIRST SUPPLEMENTAL LOAN AGREEMENT FOR LINCOLN BONDS

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[DATED THE CLOSING DATE]

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

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

Lincoln County, Wyoming
925 Sage, Suite 302
Kemmerer, Wyoming 83101

Ambac Assurance Corporation
One State Street Plaza, 19th Floor
New York, New York 10004

JPMorgan Chase Bank, N.A.,
as Agent Bank
270 Park Avenue, 4th Floor
New York, New York 10017

Banc of America Securities LLC
One Bryant Park, 11th Floor
New York, New York 10036

Re: $15,060,000
Lincoln County, Wyoming
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994 (the *"Bonds"*)

Ladies and Gentlemen:

This opinion is being furnished in accordance with (a) Sections 12.02(c)(ii) and 12.06 of that certain the Trust Indenture, dated as of November 1, 1994 (the *"Original Indenture"*), between Lincoln County, Wyoming (the *"Issuer"*) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the *"Trustee"*); (b) Section 1.4 of that certain Release Agreement, dated the date hereof (the *"Release Agreement"*), by and among the Issuer, the Trustee, PacifiCorp (the *"Company"*) and Ambac Assurance Corporation (*"Ambac"*) and (c) Section 5(e)(3)(B) of that certain Remarketing Agreement, dated November 18, 2008, between the Company and Banc of America Securities LLC, as remarketing agent. Prior to the date hereof, payment of principal of and interest on the Bonds was secured by a municipal bond insurance policy issued by Ambac (the *"Insurance Policy"*) and the purchase price of the Bonds

is currently secured by that certain Standby Bond Purchase Agreement, dated February 22, 2006 (the *"Standby Purchase Agreement"*), by and among the Company, the banks party thereto and JPMorgan Chase Bank, N.A., as agent bank. In order to replace the Insurance Policy and the Standby Purchase Agreement with a Letter of Credit to be issued by Wells Fargo Bank, N.A. (the *"Bank"*) for the benefit of the Trustee, and to make certain other permitted changes in connection therewith to the Original Indenture and the Loan Agreement, dated as of November 1, 1994 (the *"Original Loan Agreement"*), between the Issuer and the Company, (a) the Company, pursuant to Section 12.02 of the Original Indenture, has requested the Issuer and the Trustee to enter into the First Supplemental Trust Indenture, dated as of October 1, 2008 (the *"First Supplemental Indenture"*), in order to amend and restate the Original Indenture and (b) the Company and the Issuer, pursuant to Section 12.06 of the Original Indenture and Section 9.04 of the Original Loan Agreement, have determined to enter into the First Supplemental Loan Agreement, dated as of October 1, 2008 (the *"First Supplemental Loan Agreement"*), to amend and restate the Original Loan Agreement. It has been represented to us that the Owners of all of the Bonds have consented to the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement.

We have examined the law and such documents and matters as we have deemed necessary to provide this opinion letter. As to questions of fact material to the opinions expressed herein, we have relied upon the provisions of the Indenture and related documents, and upon representations, including regarding the consent of the Owners, made to us without undertaking to verify the same by independent investigation.

The terms used herein denoted by initial capitals and not otherwise defined shall have the meanings specified in the Indenture.

Based upon the foregoing and as of the date hereof, we are of the opinion that:

1. The form of the restated bond prescribed in the First Supplemental Indenture (the *"Restated Bonds"*) satisfies the requirements of the Act and the Original Indenture and the authentication of the Restated Bonds will not adversely affect the Tax-Exempt status of the Bonds.

2. The First Supplemental Indenture is authorized or permitted by the Original Indenture and the Act and complies with their respective terms.

3. The modification, alteration, amendment and supplement of the Original Loan Agreement by the First Supplemental Loan Agreement is authorized or permitted by the Original Loan Agreement or the Original Indenture and the Act and complies with their respective terms.

4. The First Supplemental Indenture and the First Supplemental Loan Agreement will, upon execution and delivery thereof, be valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency,

reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equitable principals in the event equitable remedies should be sought.

5. The execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement will not adversely affect the Tax-Exempt status of the Bonds.

6. The release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not, in and of itself, adversely affect the Tax-Exempt status of the Bonds. Except as expressly stated in the foregoing sentence, we have not been request to express, and do not express, any opinion with respect to such release or the Release Agreement. In rendering this opinion, we have assumed, with your permission, that the release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not result in the Issuer's capacity to meet the payment obligations on the Bonds changing from being adequate to primarily speculative.

At the time of the issuance of the Bonds, we rendered our approving opinion relating to, among other things, the validity of the Bonds and the exclusion from federal income taxation of interest on the Bonds. We have not been requested, nor have we undertaken, to make an independent investigation to confirm that the Company and the Issuer have complied with the provisions of the Original Indenture, the Original Loan Agreement, the Tax Certificate and other documents relating to the Bonds, or to review any other events that may have occurred since we rendered such approving opinion other than with respect to the Company in connection with the conversion of the interest rate on the Bonds and the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement and the release of the Insurance Policy. Accordingly, we do not express any opinion with respect to the Bonds, except as described above.

Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

In rendering this opinion as Bond Counsel, we are passing only upon those matters set forth in this opinion and are not passing upon the adequacy, accuracy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

Respectfully submitted,

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APPENDIX D-5

PROPOSED FORM OPINION OF BOND COUNSEL RELATING TO FIRST SUPPLEMENTAL INDENTURE AND FIRST SUPPLEMENTAL LOAN AGREEMENT FOR MOFFAT BONDS

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[DATED THE CLOSING DATE]

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

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

Moffat County, Colorado
221 West Victory Way, Suite 120
Craig, Colorado 81625

Ambac Assurance Corporation
One State Street Plaza, 19th Floor
New York, New York 10004

JPMorgan Chase Bank, N.A.,
as Agent Bank
270 Park Avenue, 4th Floor
New York, New York 10017

Morgan Stanley & Co. Incorporated
1221 Avenue of the Americas, 30th Floor
New York, New York 10020

Re: $40,655,000
Moffat County, Colorado
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994 (the *"Bonds"*)

Ladies and Gentlemen:

This opinion is being furnished in accordance with (a) Sections 12.02(c)(ii) and 12.06 of that certain the Trust Indenture, dated as of November 1, 1994 (the *"Original Indenture"*), between Moffat County, Colorado (the *"Issuer"*) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the *"Trustee"*); (b) Section 1.4 of that certain Release Agreement, dated the date hereof (the *"Release Agreement"*), by and among the Issuer, the Trustee, PacifiCorp (the *"Company"*) and Ambac Assurance Corporation (*"Ambac"*) and (c) Section 5(e)(3)(B) of that certain Remarketing Agreement, dated November 18, 2008, between the Company and Morgan Stanley & Co. Incorporated, as remarketing agent. Prior to the date hereof, payment of principal of and interest on the Bonds was secured by a municipal bond insurance policy issued by Ambac (the *"Insurance Policy"*) and the purchase price of the Bonds

is currently secured by that certain Standby Bond Purchase Agreement, dated February 22, 2006 (the *"Standby Purchase Agreement"*), by and among the Company, the banks party thereto and JPMorgan Chase Bank, N.A., as agent bank. In order to replace the Insurance Policy and the Standby Purchase Agreement with a Letter of Credit to be issued by Wells Fargo Bank, N.A. (the *"Bank"*) for the benefit of the Trustee, and to make certain other permitted changes in connection therewith to the Original Indenture and the Loan Agreement, dated as of November 1, 1994 (the *"Original Loan Agreement"*), between the Issuer and the Company, (a) the Company, pursuant to Section 12.02 of the Original Indenture, has requested the Issuer and the Trustee to enter into the First Supplemental Trust Indenture, dated as of October 1, 2008 (the *"First Supplemental Indenture"*), in order to amend and restate the Original Indenture and (b) the Company and the Issuer, pursuant to Section 12.06 of the Original Indenture and Section 9.04 of the Original Loan Agreement, have determined to enter into the First Supplemental Loan Agreement, dated as of October 1, 2008 (the *"First Supplemental Loan Agreement"*), to amend and restate the Original Loan Agreement. It has been represented to us that the Owners of all of the Bonds have consented to the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement.

We have examined the law and such documents and matters as we have deemed necessary to provide this opinion letter. As to questions of fact material to the opinions expressed herein, we have relied upon the provisions of the Indenture and related documents, and upon representations, including regarding the consent of the Owners, made to us without undertaking to verify the same by independent investigation.

The terms used herein denoted by initial capitals and not otherwise defined shall have the meanings specified in the Indenture.

Based upon the foregoing and as of the date hereof, we are of the opinion that:

1. The form of the restated bond prescribed in the First Supplemental Indenture (the *"Restated Bonds"*) satisfies the requirements of the Act and the Original Indenture and the authentication of the Restated Bonds will not adversely affect the Tax-Exempt status of the Bonds.

2. The First Supplemental Indenture is authorized or permitted by the Original Indenture and the Act and complies with their respective terms.

3. The modification, alteration, amendment and supplement of the Original Loan Agreement by the First Supplemental Loan Agreement is authorized or permitted by the Original Loan Agreement or the Original Indenture and the Act and complies with their respective terms.

4. The First Supplemental Indenture and the First Supplemental Loan Agreement will, upon execution and delivery thereof, be valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency,

reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equitable principals in the event equitable remedies should be sought.

5. The execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement will not adversely affect the Tax-Exempt status of the Bonds.

6. The release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not, in and of itself, adversely affect the Tax-Exempt status of the Bonds. Except as expressly stated in the foregoing sentence, we have not been request to express, and do not express, any opinion with respect to such release or the Release Agreement. In rendering this opinion, we have assumed, with your permission, that the release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not result in the Issuer's capacity to meet the payment obligations on the Bonds changing from being adequate to primarily speculative.

At the time of the issuance of the Bonds, we rendered our approving opinion relating to, among other things, the validity of the Bonds and the exclusion from federal income taxation of interest on the Bonds. We have not been requested, nor have we undertaken, to make an independent investigation to confirm that the Company and the Issuer have complied with the provisions of the Original Indenture, the Original Loan Agreement, the Tax Certificate and other documents relating to the Bonds, or to review any other events that may have occurred since we rendered such approving opinion other than with respect to the Company in connection with the conversion of the interest rate on the Bonds and the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement and the release of the Insurance Policy. Accordingly, we do not express any opinion with respect to the Bonds, except as described above.

Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

In rendering this opinion as Bond Counsel, we are passing only upon those matters set forth in this opinion and are not passing upon the adequacy, accuracy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

Respectfully submitted,

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APPENDIX D-6

PROPOSED FORM OPINION OF BOND COUNSEL RELATING TO FIRST SUPPLEMENTAL INDENTURE AND FIRST SUPPLEMENTAL LOAN AGREEMENT FOR SWEETWATER BONDS

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[DATED THE CLOSING DATE]

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

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

Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935

Ambac Assurance Corporation
One State Street Plaza, 19th Floor
New York, New York 10004

JPMorgan Chase Bank, N.A.,
as Agent Bank
270 Park Avenue, 4th Floor
New York, New York 10017

Morgan Stanley & Co. Incorporated
1221 Avenue of the Americas, 30th Floor
New York, New York 10020

Re: $21,260,000
Sweetwater County, Wyoming
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994 (the *"Bonds"*)

Ladies and Gentlemen:

This opinion is being furnished in accordance with (a) Sections 12.02(c)(ii) and 12.06 of that certain the Trust Indenture, dated as of November 1, 1994 (the *"Original Indenture"*), between Sweetwater County, Wyoming (the *"Issuer"*) and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the *"Trustee"*); (b) Section 1.4 of that certain Release Agreement, dated the date hereof (the *"Release Agreement"*), by and among the Issuer, the Trustee, PacifiCorp (the *"Company"*) and Ambac Assurance Corporation (*"Ambac"*) and (c) Section 5(e)(3)(B) of that certain Remarketing Agreement, dated November 18, 2008, between the Company and Morgan Stanley & Co. Incorporated, as remarketing agent. Prior to the date hereof, payment of principal of and interest on the Bonds was secured by a municipal bond insurance policy issued by Ambac (the *"Insurance Policy"*) and the purchase price of the Bonds

is currently secured by that certain Standby Bond Purchase Agreement, dated February 22, 2006 (the *"Standby Purchase Agreement"*), by and among the Company, the banks party thereto and JPMorgan Chase Bank, N.A., as agent bank. In order to replace the Insurance Policy and the Standby Purchase Agreement with a Letter of Credit to be issued by Wells Fargo Bank, N.A. (the *"Bank"*) for the benefit of the Trustee, and to make certain other permitted changes in connection therewith to the Original Indenture and the Loan Agreement, dated as of November 1, 1994 (the *"Original Loan Agreement"*), between the Issuer and the Company, (a) the Company, pursuant to Section 12.02 of the Original Indenture, has requested the Issuer and the Trustee to enter into the First Supplemental Trust Indenture, dated as of October 1, 2008 (the *"First Supplemental Indenture"*), in order to amend and restate the Original Indenture and (b) the Company and the Issuer, pursuant to Section 12.06 of the Original Indenture and Section 9.04 of the Original Loan Agreement, have determined to enter into the First Supplemental Loan Agreement, dated as of October 1, 2008 (the *"First Supplemental Loan Agreement"*), to amend and restate the Original Loan Agreement. It has been represented to us that the Owners of all of the Bonds have consented to the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement.

We have examined the law and such documents and matters as we have deemed necessary to provide this opinion letter. As to questions of fact material to the opinions expressed herein, we have relied upon the provisions of the Indenture and related documents, and upon representations, including regarding the consent of the Owners, made to us without undertaking to verify the same by independent investigation.

The terms used herein denoted by initial capitals and not otherwise defined shall have the meanings specified in the Indenture.

Based upon the foregoing and as of the date hereof, we are of the opinion that:

1. The form of the restated bond prescribed in the First Supplemental Indenture (the *"Restated Bonds"*) satisfies the requirements of the Act and the Original Indenture and the authentication of the Restated Bonds will not adversely affect the Tax-Exempt status of the Bonds.

2. The First Supplemental Indenture is authorized or permitted by the Original Indenture and the Act and complies with their respective terms.

3. The modification, alteration, amendment and supplement of the Original Loan Agreement by the First Supplemental Loan Agreement is authorized or permitted by the Original Loan Agreement or the Original Indenture and the Act and complies with their respective terms.

4. The First Supplemental Indenture and the First Supplemental Loan Agreement will, upon execution and delivery thereof, be valid and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to the qualification that the enforcement thereof may be limited by bankruptcy, insolvency,

reorganization and other similar laws relating to the enforcement of creditors' rights generally or usual equitable principals in the event equitable remedies should be sought.

5. The execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement will not adversely affect the Tax-Exempt status of the Bonds.

6. The release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not, in and of itself, adversely affect the Tax-Exempt status of the Bonds. Except as expressly stated in the foregoing sentence, we have not been request to express, and do not express, any opinion with respect to such release or the Release Agreement. In rendering this opinion, we have assumed, with your permission, that the release of Ambac from its obligations under the Insurance Policy to pay principal of and interest on the Bonds will not result in the Issuer's capacity to meet the payment obligations on the Bonds changing from being adequate to primarily speculative.

At the time of the issuance of the Bonds, we rendered our approving opinion relating to, among other things, the validity of the Bonds and the exclusion from federal income taxation of interest on the Bonds. We have not been requested, nor have we undertaken, to make an independent investigation to confirm that the Company and the Issuer have complied with the provisions of the Original Indenture, the Original Loan Agreement, the Tax Certificate and other documents relating to the Bonds, or to review any other events that may have occurred since we rendered such approving opinion other than with respect to the Company in connection with the conversion of the interest rate on the Bonds and the execution and delivery of the First Supplemental Indenture and the First Supplemental Loan Agreement and the release of the Insurance Policy. Accordingly, we do not express any opinion with respect to the Bonds, except as described above.

Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

In rendering this opinion as Bond Counsel, we are passing only upon those matters set forth in this opinion and are not passing upon the adequacy, accuracy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

Respectfully submitted,

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APPENDIX E

FORM OF LETTER OF CREDIT

IRREVOCABLE LETTER OF CREDIT

November 19, 2008

Letter of Credit No. _____

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

Ladies and Gentlemen:

We hereby establish in your favor, as Trustee for the benefit of the owners of the Bonds under the Indenture described below, at the request and for the account of PacifiCorp, an Oregon corporation, our irrevocable letter of credit in the amount of U.S. $ (_____ Dollars) in connection with the Bonds (as defined below) available with ourselves by sight payment against presentation of one or more signed and dated demands addressed by you to Wells Fargo Bank, National Association, Letter of Credit Operations Office, San Francisco, California, each in the form of Annex A (an "A Drawing"), Annex B (a "B Drawing"), Annex C (a "C Drawing"), or Annex D (a "D Drawing") hereto, with all instructions in brackets therein being complied with. Each such demand must be presented to us in its original form at the Presentation Office (as hereinafter defined) or by facsimile transmission of such original form to us at (415) 296-8905.

Each such presentation must be made at or before 5:00 p.m. San Francisco time on a Business Day (as hereinafter defined) to our Letter of Credit Operations Office in San Francisco, California, presently located at One Front Street, 21st Floor, San Francisco, California 94111, (the "Presentation Office").

This Letter of Credit expires at our Letter of Credit Operations Office in San Francisco, California on November 19, 2009, but shall be automatically extended, without written amendment to, and shall expire on, November 19, 2010 unless on or before October 20, 2009, you have received written notice from us sent by express courier or registered mail to your address above or by facsimile transmission to (312) 827-8542 (the "Fax Number"), that we elect not to extend this Letter of Credit beyond November 19, 2009. (The date on which this Letter of Credit expires pursuant to the preceding sentence, or if such date is not a Business Day then the first (1st) succeeding Business Day thereafter, will be hereinafter referred to as the "Expiration Date".) To be effective, the notice from us described in the first sentence of this paragraph must be received by you on or before October 20, 2009.

As used herein the term "Business Day" shall mean a day on which our San Francisco Letter of Credit Operations Office is open for business.

The amount of any demand presented hereunder will be the amount inserted in numbered Paragraph 4 of said demand. By honoring any such demand we make no representation as to the correctness of the amount demanded.

We hereby agree with you that each demand presented hereunder in full compliance with the terms hereof will be duly honored by our payment to you of the amount of such demand, in immediately available funds of Wells Fargo Bank, National Association:

(i) not later than 10:00 a.m., San Francisco time, on the Business Day following the Business Day on which such demand is presented to us as aforesaid if such presentation is made to us at or before noon, San Francisco time, or

(ii) not later than 10:00 a.m., San Francisco time, on the second Business Day following the Business Day on which such demand is presented to us as aforesaid, if such presentation is made to us after noon, San Francisco time.

Notwithstanding the foregoing, any demand presented hereunder, in full compliance with the terms hereof, for a C Drawing will be duly honored (i) not later than 11:30 a.m., San Francisco time, on the Business Day on which such demand is presented to us as aforesaid if such presentation is made to us at or before 9:00 a.m., San Francisco time, and (ii) not later than 11:00 a.m., San Francisco time, on the Business Day following the Business Day on which such demand is presented to us as aforesaid if such presentation is made to us after 9:00 a.m., San Francisco time.

If the remittance instructions included with any demand presented under this Letter of Credit require that payment is to be made by transfer to an account with us or with another bank, we and/or such other bank may rely solely on the account number specified in such instructions even if the account is in the name of a person or entity different from the intended payee.

With respect to any demand that is honored hereunder, the total amount of this Letter of Credit shall be reduced as follows:

(A) With respect to each A Drawing paid by us, the total amount of this Letter of Credit shall be reduced by the amount of such A Drawing with respect to all demands presented to us after the time we receive such A Drawing; provided, however, that the amount of such A Drawing shall be automatically reinstated on the eighth (8^{th}) Business Day following the date such A Drawing is honored by us, unless (i) you shall have received notice from us sent to you at your above address by express courier or registered mail or by facsimile transmission to the Fax Number, no later than seven (7) Business Days after such A Drawing is honored by us that there shall be no such reinstatement, or (ii) such eighth (8^{th}) Business Day falls after the Expiration Date;

(B) With respect to each B Drawing paid by us, the total amount of this Letter of Credit shall be reduced by the sum of (1) the amount inserted as principal in paragraph 5(A) of the applicable demand plus (2) the **greater** of (a) the amount inserted as interest in paragraph 5(B) of the applicable demand and (b) interest on the amount inserted as principal in paragraph 5(A) of the applicable demand

calculated for 48 days at the rate of twelve percent (12%) per annum based on a year of 365 days (with any fraction of a cent being rounded upward to the nearest whole cent) with respect to all demands presented to us after the time we receive such B Drawing and shall not be reinstated;

(C) With respect to each C Drawing paid by us, the total amount of this Letter of Credit shall be reduced with respect to all demands presented to us after the time we receive such C Drawing by the sum of (1) the amount inserted as principal in paragraph 5(A) of the C Drawing plus (2) the **greater** of (a) the amount inserted as interest in paragraph 5(B) of the C Drawing and (b) interest on the amount inserted as principal in paragraph 5(A) of the C Drawing calculated for 48 days at the rate of twelve percent (12%) per annum based on a year of 365 days (with any fraction of a cent being rounded upward to the nearest whole cent); provided, however, that if the Bonds (as defined below) related to such C Drawing are remarketed and the remarketing proceeds are paid to us prior to the Expiration Date, then on the day we receive such remarketing proceeds the amount of this Letter of Credit shall be reinstated by an amount which equals the sum of (i) the amount paid to us from such remarketing proceeds and (ii) interest on such amount calculated for the same number of days, at the same interest rate, and on the basis of a year of the same number of days as is specified in (2)(b) of this paragraph (C) (with any fraction of a cent being rounded upward to the nearest whole cent), with such reinstatement and its amount being promptly advised to you; provided, however, that in no event will the total amount of all C Drawing reinstatements exceed the total amount of all Letter of Credit reductions made pursuant to this paragraph (C).

Upon presentation to us of a D Drawing in compliance with the terms of this Letter of Credit, no further demand whatsoever may be presented hereunder.

No more than one A Drawing which we honor shall be presented to us during any consecutive twenty-seven (27) calendar day period. No A Drawing which we honor shall be for an amount more than U.S. $_____.

It is a condition of this Letter of Credit that the amount available for drawing under this Letter of Credit shall be decreased automatically without amendment upon our receipt of each reduction authorization in the form of Annex E to this Letter of Credit (with all instructions therein in brackets being complied with) sent to us at the Presentation Office as a signed and dated original form or sent to us as an authenticated SWIFT message at the SWIFT Address.

This Letter of Credit is subject to, and engages us in accordance with the terms of, the Uniform Customs and Practice for Documentary Credits (2007 Revision), Publication No. 600 of the International Chamber of Commerce (the "UCP"); provided, however, that if any provision of the UCP contradicts a provision of this Letter of Credit such provision of the UCP will not be applicable to this Letter of Credit, and provided further that Article 32, the second sentence of Article 36, and subsection (e) of Article 38 of the UCP shall not apply to this Letter of Credit. Furthermore, as provided in the first sentence of Article 36 of the UCP, we assume no liability or responsibility for consequences arising out of the interruption of our business by Acts of God,

riots, civil commotions, insurrections, wars, acts of terrorism, or by any strikes or lockouts, or any other causes beyond our control. Matters related to this Letter of Credit which are not covered by the UCP will be governed by the laws of the State of California, including, without limitation, the Uniform Commercial Code as in effect in the State of California, except to the extent such laws are inconsistent with the provisions of the UCP or this Letter of Credit.

This Letter of Credit is transferable and may be transferred more than once, but in each case only in the amount of the full unutilized balance hereof to any single transferee who you shall have advised us pursuant to Annex F has succeeded The Bank of New York Mellon Trust Company, N.A. or a successor trustee as Trustee under the Trust Indenture dated as of November 1, 1994, as amended and restated by a First Supplemental Trust Indenture dated as of October 1, 2008, as further amended or supplemented from time to time (the "Indenture") between _____ County, _____ (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as Trustee, pursuant to which U.S. $_____ in aggregate principal amount of the Issuer's Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994 (the "Bonds") were issued. Transfers may be effected without charge to the transferor and only through ourselves and only upon presentation to us at the Presentation Office of a duly executed instrument of transfer in the form attached hereto as Annex F. Any transfer of this Letter of Credit as aforesaid must be endorsed by us on the reverse hereof and may not change the place of presentation of demands from our Letter of Credit Operations Office in San Francisco, California.

All payments hereunder shall be made from our own funds.

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 the UCP to the extent the UCP is not inconsistent with or made inapplicable by this Letter of Credit; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement except the UCP.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: _____
Authorized Signature

Letter of Credit Operations Office
Telephone No.: 1-800-798-2815
Facsimile No.: (415) 296-8905

WELLS FARGO BANK, NATIONAL ASSOCIATION
LETTER OF CREDIT OPERATIONS OFFICE
ONE FRONT STREET, 21ST FLOOR
SAN FRANCISCO, CALIFORNIA 94111

FOR THE URGENT ATTENTION OF LETTER OF CREDIT MANAGER

[**INSERT NAME OF BENEFICIARY**] (THE "TRUSTEE") HEREBY CERTIFIES TO WELLS FARGO BANK, NATIONAL ASSOCIATION (THE "BANK") WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. _____ (THE "LETTER OF CREDIT"; THE TERMS THE "BONDS", "BUSINESS DAY", THE "INDENTURE", AND THE "PRESENTATION OFFICE" USED HEREIN SHALL HAVE THEIR RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF CREDIT) THAT:

(1) THE TRUSTEE IS THE TRUSTEE OR A SUCCESSOR TRUSTEE UNDER THE INDENTURE.

(2) THE TRUSTEE IS MAKING A DEMAND UNDER THE LETTER OF CREDIT FOR PAYMENT, ON AN INTEREST PAYMENT DATE (AS DEFINED IN THE INDENTURE), OF UNPAID INTEREST ON THE BONDS.

(3) THE AMOUNT OF THIS DEMAND FOR PAYMENT WAS COMPUTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BONDS AND THE INDENTURE AND IS DEMANDED IN ACCORDANCE WITH THE INDENTURE, WHICH AMOUNT PLEASE REMIT TO THE UNDERSIGNED AS FOLLOWS:

[INSERT REMITTANCE INSTRUCTIONS].

(4) THE AMOUNT HEREBY DEMANDED UNDER THE LETTER OF CREDIT IS $[**INSERT AMOUNT**].

(5) THE TRUSTEE HAS CONTACTED OR ATTEMPTED TO CONTACT BY TELEPHONE AN OFFICER OF THE BANK AT THE PRESENTATION OFFICE REGARDING THE AMOUNT OF THIS DEMAND AND THE DATE AND TIME BY WHICH PAYMENT IS DEMANDED; HOWEVER, SUCH CONTACT, WHETHER OR NOT ATTEMPTED OR MADE, IS NOT A CONDITION TO HONORING THE DEMAND FOR PAYMENT MADE PURSUANT HERETO.

(6) IF THIS DEMAND IS RECEIVED AT THE PRESENTATION OFFICE BY YOU AT OR BEFORE NOON, SAN FRANCISCO TIME ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 10:00 A.M., SAN FRANCISCO TIME, ON THE NEXT BUSINESS DAY. IF

THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AFTER NOON, SAN FRANCISCO TIME, ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 10:00 A.M., SAN FRANCISCO TIME, ON THE SECOND BUSINESS DAY FOLLOWING SUCH BUSINESS DAY.

[INSERT NAME OF BENEFICIARY]

[INSERT SIGNATURE AND DATE]

WELLS FARGO BANK, NATIONAL ASSOCIATION
LETTER OF CREDIT OPERATIONS OFFICE
ONE FRONT STREET, 21ST FLOOR
SAN FRANCISCO, CALIFORNIA 94111

FOR THE URGENT ATTENTION OF LETTER OF CREDIT MANAGER.

[**INSERT NAME OF BENEFICIARY**] (THE "TRUSTEE") HEREBY CERTIFIES TO WELLS FARGO BANK, NATIONAL ASSOCIATION (THE "BANK") WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. _____ (THE "LETTER OF CREDIT"; THE TERMS THE "BONDS", "BUSINESS DAY", THE "INDENTURE", AND THE "PRESENTATION OFFICE" USED HEREIN SHALL HAVE THEIR RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF CREDIT) THAT:

(1) THE TRUSTEE IS THE TRUSTEE OR A SUCCESSOR TRUSTEE UNDER THE INDENTURE.

(2) THE TRUSTEE IS MAKING A DEMAND UNDER THE LETTER OF CREDIT FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, AND THE UNPAID INTEREST ON, REDEEMED BONDS UPON AN OPTIONAL AND/OR MANDATORY REDEMPTION OF LESS THAN ALL OF THE BONDS CURRENTLY OUTSTANDING.

(3) THE AMOUNT OF THIS DEMAND FOR PAYMENT WAS COMPUTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BONDS AND THE INDENTURE AND IS DEMANDED IN ACCORDANCE WITH THE INDENTURE, WHICH AMOUNT PLEASE REMIT TO THE UNDERSIGNED AS FOLLOWS:

[INSERT REMITTANCE INSTRUCTIONS].

(4) THE AMOUNT HEREBY DEMANDED UNDER THE LETTER OF CREDIT IS $[INSERT AMOUNT WHICH IS THE SUM OF THE TWO AMOUNTS INSERTED IN PARAGRAPH 5 BELOW].

(5) THE AMOUNT HEREBY DEMANDED IS EQUAL TO THE SUM OF (A) **$[INSERT AMOUNT]** BEING DRAWN WITH RESPECT TO THE PAYMENT OF THE PRINCIPAL OF THE REDEEMED BONDS AND (B) **$[INSERT AMOUNT]** BEING DRAWN WITH RESPECT TO THE PAYMENT OF THE UNPAID INTEREST ON THE REDEEMED BONDS.

(6) THE TRUSTEE HAS CONTACTED OR ATTEMPTED TO CONTACT BY TELEPHONE AN OFFICER OF THE BANK AT THE PRESENTATION OFFICE REGARDING THE AMOUNT OF THIS DEMAND AND THE DATE AND TIME BY WHICH PAYMENT IS DEMANDED; HOWEVER, SUCH

CONTACT, WHETHER OR NOT ATTEMPTED OR MADE, IS NOT A CONDITION TO HONORING THE DEMAND FOR PAYMENT MADE PURSUANT HERETO.

(7) IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AT OR BEFORE NOON, SAN FRANCISCO TIME ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 10.00 A.M., SAN FRANCISCO TIME, ON THE NEXT BUSINESS DAY. IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AFTER NOON, SAN FRANCISCO TIME, ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 10:00 A.M., SAN FRANCISCO TIME, ON THE SECOND BUSINESS DAY FOLLOWING SUCH BUSINESS DAY.

[INSERT NAME OF BENEFICIARY]

[INSERT SIGNATURE AND DATE]

WELLS FARGO BANK, NATIONAL ASSOCIATION
LETTER OF CREDIT OPERATIONS OFFICE
ONE FRONT STREET, 21ST FLOOR
SAN FRANCISCO, CALIFORNIA 94111

FOR THE URGENT ATTENTION OF LETTER OF CREDIT MANAGER.

[**INSERT NAME OF BENEFICIARY**] (THE "TRUSTEE") HEREBY CERTIFIES TO WELLS FARGO BANK, NATIONAL ASSOCIATION (THE "BANK") WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. _____ (THE "LETTER OF CREDIT"; THE TERMS THE "BONDS", "BUSINESS DAY", THE "INDENTURE", AND THE "PRESENTATION OFFICE" USED HEREIN SHALL HAVE THEIR RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF CREDIT) THAT:

(1) THE TRUSTEE IS THE TRUSTEE OR A SUCCESSOR TRUSTEE UNDER THE INDENTURE.

(2) THE TRUSTEE IS MAKING A DEMAND UNDER THE LETTER OF CREDIT FOR PAYMENT OF THE PRINCIPAL AMOUNT OF, AND INTEREST DUE ON, THOSE BONDS WHICH THE REMARKETING AGENT (AS DEFINED IN THE INDENTURE) HAS BEEN UNABLE TO REMARKET WITHIN THE TIME LIMITS ESTABLISHED IN THE INDENTURE.

(3) THE AMOUNT OF THIS DEMAND FOR PAYMENT WAS COMPUTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BONDS AND THE INDENTURE AND IS DEMANDED IN ACCORDANCE WITH THE INDENTURE, WHICH AMOUNT PLEASE REMIT TO THE UNDERSIGNED AS FOLLOWS:

[**INSERT REMITTANCE INSTRUCTIONS**].

(4) THE AMOUNT HEREBY DEMANDED UNDER THE LETTER OF CREDIT IS $[INSERT AMOUNT WHICH IS THE SUM OF THE TWO AMOUNTS INSERTED IN PARAGRAPH 5 BELOW].

(5) THE AMOUNT OF THIS DEMAND IS EQUAL TO THE SUM OF (A) $[**INSERT AMOUNT**] BEING DRAWN WITH RESPECT TO THE PAYMENT OF PRINCIPAL OF THE BONDS AND (B) $[**INSERT AMOUNT**] BEING DRAWN WITH RESPECT TO THE PAYMENT OF INTEREST DUE ON THE BONDS.

(6) THE TRUSTEE HAS CONTACTED OR ATTEMPTED TO CONTACT BY TELEPHONE AN OFFICER OF THE BANK AT THE PRESENTATION OFFICE REGARDING THE AMOUNT OF THIS DEMAND AND THE DATE AND TIME BY WHICH PAYMENT IS DEMANDED; HOWEVER, SUCH

CONTACT, WHETHER OR NOT ATTEMPTED OR MADE, IS NOT A CONDITION TO HONORING THE DEMAND FOR PAYMENT MADE PURSUANT HERETO.

(7) IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AT OR BEFORE 9:00 A.M., SAN FRANCISCO TIME ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 11:30 A.M., SAN FRANCISCO TIME, ON SAID BUSINESS DAY. IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AFTER 9:00 A.M., SAN FRANCISCO TIME, ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 11:00 A.M., SAN FRANCISCO TIME, ON THE BUSINESS DAY FOLLOWING SAID BUSINESS DAY.

[INSERT NAME OF BENEFICIARY]

[INSERT SIGNATURE AND DATE]

WELLS FARGO BANK, NATIONAL ASSOCIATION
LETTER OF CREDIT OPERATIONS OFFICE
ONE FRONT STREET, 21ST FLOOR
SAN FRANCISCO, CALIFORNIA 94111

FOR THE URGENT ATTENTION OF LETTER OF CREDIT MANAGER.

[**INSERT NAME OF BENEFICIARY**] (THE "TRUSTEE") HEREBY CERTIFIES TO WELLS FARGO BANK, NATIONAL ASSOCIATION (THE "BANK") WITH REFERENCE TO IRREVOCABLE LETTER OF CREDIT NO. _____ (THE "LETTER OF CREDIT"; THE TERMS THE "BONDS", "BUSINESS DAY", THE "INDENTURE", AND THE "PRESENTATION OFFICE" USED HEREIN SHALL HAVE THEIR RESPECTIVE MEANINGS SET FORTH IN THE LETTER OF CREDIT) THAT:

(1) THE TRUSTEE IS THE TRUSTEE OR A SUCCESSOR TRUSTEE UNDER THE INDENTURE.

(2) THE TRUSTEE IS MAKING A DEMAND UNDER THE LETTER OF CREDIT FOR PAYMENT OF THE TOTAL UNPAID PRINCIPAL OF, AND UNPAID INTEREST ON, ALL OF THE BONDS WHICH ARE CURRENTLY OUTSTANDING UPON (A) THE STATED MATURITY OF ALL SUCH BONDS, (B) THE ACCELERATION OF ALL SUCH BONDS FOLLOWING AN EVENT OF DEFAULT UNDER THE INDENTURE OR (C) THE REDEMPTION OF ALL SUCH BONDS.

(3) THE AMOUNT OF THIS DEMAND FOR PAYMENT WAS COMPUTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE BONDS AND THE INDENTURE AND IS DEMANDED IN ACCORDANCE WITH THE INDENTURE, WHICH AMOUNT PLEASE REMIT TO THE UNDERSIGNED AS FOLLOWS:

[**INSERT REMITTANCE INSTRUCTIONS**].

(4) THE AMOUNT HEREBY DEMANDED UNDER THE LETTER OF CREDIT IS $[INSERT AMOUNT WHICH IS THE SUM OF THE TWO AMOUNTS SET FORTH IN PARAGRAPH 5, BELOW].

(5) THE AMOUNT OF THIS DEMAND IS EQUAL TO THE SUM OF (A) $[**INSERT AMOUNT**] BEING DRAWN WITH RESPECT TO THE PAYMENT OF THE UNPAID PRINCIPAL OF THE OUTSTANDING BONDS AND (B) $[**INSERT AMOUNT**] BEING DRAWN WITH RESPECT TO THE PAYMENT OF THE UNPAID INTEREST ON THE OUTSTANDING BONDS.

(6) THE TRUSTEE HAS CONTACTED OR ATTEMPTED TO CONTACT BY TELEPHONE AN OFFICER OF THE BANK AT THE PRESENTATION

OFFICE REGARDING THE AMOUNT OF THIS DEMAND AND THE DATE AND TIME BY WHICH PAYMENT IS DEMANDED; HOWEVER, SUCH CONTACT, WHETHER OR NOT ATTEMPTED OR MADE, IS NOT A CONDITION TO HONORING THE DEMAND FOR PAYMENT MADE PURSUANT HERETO.

(7) IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AT OR BEFORE NOON, SAN FRANCISCO TIME ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 10:00 A.M., SAN FRANCISCO TIME, ON THE NEXT BUSINESS DAY. IF THIS DEMAND IS RECEIVED BY YOU AT THE PRESENTATION OFFICE AFTER NOON, SAN FRANCISCO TIME, ON A BUSINESS DAY, YOU MUST MAKE PAYMENT ON THIS DEMAND AT OR BEFORE 10:00 A.M., SAN FRANCISCO TIME, ON THE SECOND BUSINESS DAY FOLLOWING SUCH BUSINESS DAY.

[INSERT NAME OF BENEFICIARY]

[INSERT SIGNATURE AND DATE]

WELLS FARGO BANK, NATIONAL ASSOCIATION.
LETTER OF CREDIT OPERATIONS OFFICE
ONE FRONT STREET, 21ST FLOOR
SAN FRANCISCO, CALIFORNIA 94111

FOR THE URGENT ATTENTION OF LETTER OF CREDIT MANAGER

LETTER OF CREDIT REDUCTION AUTHORIZATION

[INSERT NAME OF BENEFICIARY], WITH REFERENCE TO LETTER OF CREDIT NO. _____ ISSUED BY WELLS FARGO BANK, NATIONAL ASSOCIATION (THE "BANK"), HEREBY UNCONDITIONALLY AND IRREVOCABLY REQUESTS THAT THE BANK DECREASE THE AMOUNT AVAILABLE FOR DRAWING UNDER THE LETTER OF CREDIT BY $**[INSERT AMOUNT]**.

[FOR SIGNED REDUCTION AUTHORIZATIONS ONLY]

[INSERT NAME OF BENEFICIARY]

By: **[INSERT SIGNATURE]**
TITLE: **[INSERT TITLE]**

DATE: **[INSERT DATE]**

SIGNATURE GUARANTEED BY

[INSERT NAME OF BANK]

By: _____
[INSERT NAME AND TITLE]

Annex F to Wells Fargo Bank, National Association
Irrevocable Letter of Credit No. _____

WELLS FARGO BANK, NATIONAL ASSOCIATION
LETTER OF CREDIT OPERATIONS OFFICE
One Front Street, 21st Floor,
San Francisco, California, 94111

FOR THE URGENT ATTENTION OF LETTER OF CREDIT MANAGER

[INSERT DATE]

Subject: Your Letter of Credit No. _____

Ladies and Gentlemen:

For value received, we hereby irrevocably assign and transfer all of our rights under the above-captioned Letter of Credit, as heretofore and hereafter amended, extended, increased or reduced to:

_____
[Name of Transferee]

_____

_____

_____
[Address of Transferee]

By this transfer, all of our rights in the Letter of Credit are transferred to the transferee, and the transferee shall have sole rights as beneficiary under the Letter of Credit, including sole rights relating to any amendments, whether increases or extensions or other amendments, and whether now existing or hereafter made. You are hereby irrevocably instructed to advise future amendment(s) of the Letter of Credit to the transferee without our consent or notice to us.

The original Letter of Credit is returned with all amendments to this date. Please notify the transferee in such form as you deem advisable of this transfer and of the terms and conditions to this Letter of Credit, including amendments as transferred.

You are hereby advised that the transferee named above has succeeded The Bank of New York Mellon Trust Company, N.A., or a successor trustee, as Trustee under the Trust Indenture dated as of November 1, 1994, as amended and restated by a First Supplemental Trust Indenture dated as of October 1, 2008, as further amended or supplemented from time to time (the "Indenture") between County, _____ (the "Issuer") and The Bank of New York Mellon Trust Company, N.A., as Trustee, pursuant to which U. S. $_____ in aggregate principal amount of Issuer's Pollution Control Refunding Revenue Bonds (PacifiCorp Project) Series 1994 (the "Bonds") were issued.

Very truly yours,

[Insert Name of Transferor]

By: _____
[Insert Name and Title]

TRANSFEROR'S SIGNATURE GUARANTEED

By: _____
[Bank Name]

By: _____
[Insert Name and Title]

By its signature below, the undersigned transferee acknowledges that it has duly succeeded _____ or a successor trustee as Trustee under the Indenture.

[Insert Name of Transferee]

By: _____
[Insert Name and Title]

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POLLUTION CONTROL REVENUE REFUNDING BONDS • (PACIFICORP PROJECTS) SERIES 1994

APPENDIX SD

PROPOSED FORM OPINION OF BOND COUNSEL

[LETTERHEAD OF CHAPMAN AND CUTLER LLP]

[DATED THE CLOSING DATE]

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

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

Sweetwater County, Wyoming
80 West Flaming Gorge Way
Green River, Wyoming 82935

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

Re: $21,260,000
Sweetwater County, Wyoming
Pollution Control Revenue Refunding Bonds
(PacifiCorp Project) Series 1994 (the *"Bonds"*)

Ladies and Gentlemen:

This opinion is being furnished in accordance with Section 4.03(a)(1) of that certain Loan Agreement, dated as of November 1, 1994, as amended and restated as of October 1, 2008 (the *"Loan Agreement"*), between Sweetwater County, Wyoming (the *"Issuer"*) and PacifiCorp (the *"Company"*). Prior to the date hereof, payment of principal and purchase price of and interest on the Bonds was secured by a letter of credit issued by Wells Fargo Bank, National Association (the *"Prior Letter of Credit"*). On the date hereof, the Company desires to deliver an Irrevocable Transferable Direct Pay Letter of Credit (the *"Letter of Credit"*) to be issued by The Bank of Nova Scotia, acting through its New York Agency (the *"Bank"*), for the benefit of the Trustee.

We have examined the law and such documents and matters as we have deemed necessary to provide this opinion letter. As to questions of fact material to the opinions expressed herein, we have relied upon the provisions of the Trust Indenture, dated as of November 1, 1994, as amended and restated as of October 1, 2008 (the *"Indenture"*), between the Issuer and The Bank of New York Mellon Trust Company, N.A., as successor trustee (the *"Trustee"*) and related documents, and upon representations, including regarding the consent of the Owners, made to us without undertaking to verify the same by independent investigation.

The terms used herein denoted by initial capitals and not otherwise defined shall have the meanings specified in the Indenture.

Based upon the foregoing and as of the date hereof, we are of the opinion that:

1. The delivery of the Letter of Credit complies with the terms of the Loan Agreement.

2. The delivery of the Letter of Credit will not adversely affect the Tax Exempt status of the Bonds.

At the time of the issuance of the Bonds, we rendered our approving opinion relating to, among other things, the validity of the Bonds and the exclusion from federal income taxation of interest on the Bonds. We have not been requested, nor have we undertaken, to make an independent investigation to confirm that the Company and the Issuer have complied with the provisions of the Indenture, the Loan Agreement, the Tax Certificate (as defined in the Indenture) and other documents relating to the Bonds, or to review any other events that may have occurred since such approving opinion was rendered other than with respect to the Company in connection with other than with respect to the Company in connection with (a) the delivery of a Standby Bond Purchase Agreement for the Bonds, described in our opinion dated November 15, 2002, (b) the delivery of an amendment to the applicable Standby Bond Purchase Agreement, described in our opinion dated January 21, 2005, (c) the delivery of an Amended and Restated Standby Bond Purchase Agreement, described in our opinion dated February 22, 2006, (d) the amendment and restatement of the Indenture and the Loan Agreement and delivery of the Prior Letter of Credit, described in our opinion dated November 19, 2008 and (e) the delivery of the Letter of Credit described herein. Accordingly, we do not express any opinion with respect to the Bonds, except as described above.

Our opinion represents our legal judgment based upon our review of the law and the facts that we deem relevant to render such opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to review or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

In rendering this opinion as Bond Counsel, we are passing only upon those matters set forth in this opinion and are not passing upon the adequacy, accuracy or completeness of any information furnished to any person in connection with any offer or sale of the Bonds.

Respectfully submitted,

APPENDIX SE

FORM OF LETTER OF CREDIT

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

IRREVOCABLE TRANSFERABLE DIRECT PAY LETTER OF CREDIT NO. [_____]

Date: March [__], 2015

Amount: USD 21,595,501.00
Expiration Date: March 26, 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

Dear Sir or Madam:

We hereby issue our Irrevocable Transferable Direct Pay Letter of Credit No. [_____] ("***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 [__], 2015, 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, 1994, as amended and restated by the First Supplemental Trust Indenture, dated as of October 1, 2008 (as further 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 21,260,000.00 in aggregate principal amount of the Issuer's Pollution Control Revenue Refunding Bonds (PacifiCorp Project) Series 1994 (the "***Bonds***") were issued. This Letter of Credit is only available to be drawn upon with respect to Bonds bearing interest at a daily interest rate or a weekly interest rate pursuant to the Indenture. This Letter of Credit is in the total amount of USD 21,595,501.00 (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, 2017, 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 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(g) of the Indenture and (A) directing you to accelerate the Bonds pursuant to Section 9.02 of the Indenture or (B) informing you pursuant to Section 3.02(a)(iv) of the Indenture that this Letter of Credit will not be reinstated in accordance with its terms following a Regular Drawing drawn against the Interest Component, (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 interest rate or a weekly interest 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 21,595,501.00, of which the aggregate amounts set forth below may be drawn as indicated.

(i) An aggregate amount not exceeding USD 21,260,000.00, 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 335,501.00, as such amount may be reduced and restored as provided below, may be drawn in respect of the payment of up to 48 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 on the eighth 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 seven business days after 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 48 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.

Type of Drawing	Exhibit Setting Forth Form of Certificate Required
Regular Drawing	Exhibit 1
Tender Drawing	Exhibit 2
Redemption Drawing	Exhibit 3

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, 250 Vesey Street, New York, New York 10281, 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 12:00 noon (New York City time), we will honor such Drawing(s) at or before 10:00 A.M. (New York City time), on the next succeeding business day, and (ii) with respect to any Tender Drawing, at or before 12:00 noon (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 11:30 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, after 12:00 noon (New York City time), in the case of a Regular Drawing, a Redemption Drawing or 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.

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. [_____] (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: USD _____

Interest: USD _____

(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___.

---

* Insert appropriate bracketed language.

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

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

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. [_____] (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 [__], 2015, 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: _____

[****] 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. [_____] (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. [_____] (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 48 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 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. [_____] (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 _____ day of _____, 20___.

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

***** 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 6.04 of the Indenture.

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. [_____] (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 interest rate or a weekly interest 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: _____

EXHIBIT 7

INSTRUCTIONS TO TRANSFER

_____, 20___

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

RE: The Bank of Nova Scotia, New York Agency Irrevocable Transferable Direct Pay Letter of Credit No. [_____]

Ladies and Gentlemen:

The undersigned, as Trustee under the Trust Indenture, dated as of November 1, 1994, as amended and restated by the First Supplemental Trust Indenture, dated as of October 1, 2008 (as further 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.

_____
(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.

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: _____

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. [_____]

Dated: _____

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 [_____] 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