



**Portland General Electric Company**  
121 SW Salmon Street • 1WTC0306 • Portland, OR 97204  
portlandgeneral.com

July 27, 2022

***Via Electronic Filing***

Public Utility Commission of Oregon  
Attention: Filing Center  
P.O. Box 1088  
Salem, OR 97308-1088

RE: UP XXX – In the Matter of Portland General Electric Company and PacifiCorp in regard to the Sale and Purchase of a 57kV Line

Dear Filing Center:

Please find attached for the opening of a new docket, and filing, Portland General Electric Company and PacifiCorp's Joint Application for the sale and purchase of a 57kV line.

If you have any questions or require further information, please call me at (503) 464-7488 or contact Ben Orndoff at [ben.orndoff@pgn.com](mailto:ben.orndoff@pgn.com). All formal correspondence and requests should be directed to the following email address: [pge.opuc.filings@pgn.com](mailto:pge.opuc.filings@pgn.com)

Sincerely,

/s/ Jaki Ferchland

Jaki Ferchland  
Manger, Revenue Requirement

JF/dm  
Enclosure

BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON

**UP-XXX**

In the Matter of the Joint Application of PORTLAND GENERAL ELECTRIC COMPANY AND PACIFICORP,	APPLICATION
In Regard to the Sale/Purchase of Utility Property.	

Pursuant to ORS 757.480, ORS 757.485, and OAR 860-027-0025, Portland General Electric Company (PGE) and PacifiCorp jointly seek approval from the Public Utility Commission of Oregon (Commission) for the sale by PGE, and the purchase by PacifiCorp, of the Knott-St. Johns BPA 57 kV line and associated assets, as described more fully herein, which is: (1) no longer useful or necessary for PGE to provide utility service to the public, and (2) will mitigate the costs PacifiCorp would otherwise incur for the construction of a new line along a new route.

**I. Background**

To address the North American Electric Reliability Corporation (NERC) TPL-001-4<sup>1</sup> requirements for both PGE and PacifiCorp, PacifiCorp is proposing to construct a new Albina-Knott-St. Johns Bonneville Power Administration (BPA) 115 kV line (referred to herein as the “Albina-Knott-St. Johns BPA line”). Currently, if one of the three 115 kV sources<sup>2</sup> into PacifiCorp’s Knott substation is out of service, studies show that the next single contingency on either PacifiCorp’s transmission system or PGE’s transmission system can result in

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<sup>1</sup> NERC Standard TPL-001-4 is entitled “Transmission System Planning Performance Requirements” and can be found at <https://www.nerc.com/files/TPL-001-4.pdf>

<sup>2</sup> The three 115 kV sources are: (1) Knott-St. Johns Switching Station 115 kV line; (2) Albina-Knott 115 kV line; and (3) Knott-Troutdale 115 kV line.

overloads on the remaining 115 kV and 57 kV lines feeding into the Knott and Albina substations. PacifiCorp's proposed Albina-Knott-St. Johns BPA line will parallel the Knott-St. Johns Switching Station 115 kV line, thereby reducing the flow on the latter line and mitigating the potential overload concerns.

Meanwhile, PGE is rebuilding its Northern substation and will convert that 57 kV substation to 115 kV. The Northern substation is being rebuilt because: (1) it contains aged assets that, in some instances, have been in-service beyond their end of life; (2) the substation has no telemetry for remote monitoring; and (3) at 11 kV distribution voltage, the substation has limited operational flexibility for PGE when planned or unplanned outages occur. The Northern substation is currently served by the Knott-St. Johns BPA 57 kV line. However, upon conversion of the Northern substation to 115 kV, PGE will no longer need to utilize the Knott-St. Johns BPA 57 kV line to provide utility service to the public.

Given that PGE will no longer have a need to utilize the Knott-St. Johns BPA 57 kV line, PacifiCorp wishes to utilize the existing Knott-St. Johns BPA 57 kV line route for the majority of its new Albina-Knott-St. Johns line, which will mitigate the expense PacifiCorp would otherwise incur to obtain a new route for its new Albina-Knott-St. Johns line. Additionally, PacifiCorp intends to convert the Knott-St. Johns BPA 57 kV line to 115 kV, which will become a part of the new Albina-Knott-St. Johns 115 kV line.

Based on the above, PGE wishes to sell the Knott-St Johns BPA 57 kV line and associated assets that are no longer useful or necessary to provide utility service to its customers, and PacifiCorp desires to purchase these assets to facilitate its construction objectives in a cost-effective manner. Moreover, PGE's sale, and PacifiCorp's purchase, of PGE's Knott-St. Johns

BPA 57 kV line, and PacifiCorp’s subsequent conversion of the line to 115 kV will help meet both utilities’ NERC compliance obligations.

In light of the foregoing, PGE is asking for Commission approval to sell 180 poles and 37,277 circuit feet of overhead 57 kV line and its interests in other necessary and related equipment to PacifiCorp, and PacifiCorp is asking for Commission approval to purchase the aforementioned facilities and interests from PGE. A description of the assets to be purchased is included in Exhibit I-4 and in Table 1 below. The sale price is \$2,029,983, which is indicative of PGE’s net book value of the line (see Exhibit L). At the time of closing, PacifiCorp will also pay PGE the applicable pro-rata share of any Taxes and other items payable by them pursuant to Section 2.10 of the Asset Purchase Agreement.

**Table 1**

<b>Quantity</b>	<b>Description of Assets Included in Sale</b>
22	wood poles 60ft & under
158	wood poles 65ft & over
1	60,192 lineal feet of 4/0 AWG Copper conductor
1	51,638 lineal feet of 795 AAC “Arbutus” conductor

PGE and PacifiCorp’s customers will benefit from this sale/purchase because: (1) PGE can avoid maintenance and other costs for assets that are no longer useful or necessary to provide utility service to its customers; (2) the conversion of the line by PacifiCorp to 115 kV line, and incorporation into the new Albina-Knott-St. Johns 115 kV line, will assist with NERC compliance for both PGE and PacifiCorp; and (3) PacifiCorp’s proposed purchase is a least costly approach compared to other alternatives, which will save costs for customers. Furthermore, PacifiCorp’s utilization of the existing right-of-way for the 57 kV line has the added benefit of minimizing the impact to the community associated with construction of a

whole new line along a new route. The sale/purchase of these assets represents the least cost, least risk option for PGE, PacifiCorp, and their respective customers.

Specifically, in deciding whether to purchase the Knott-St Johns BPA 57 kV line and associated assets, PacifiCorp also considered two other alternatives:

- Alternative 1. Rebuild the PacifiCorp St. Johns Switching Station into a four breaker ring bus and construct a new 115 kV transmission line between St. Johns Switching Station and Columbia Substation. Construction of a new line may run into permitting challenges because it would need to follow the same path along Columbia Boulevard as existing PGE transmission lines. The cost was estimated at \$19.0 million.
- Alternative 2. PGE proposed another alternative for PacifiCorp to fund the re-conductor of the PGE Curtis to Albina 115 kV line, which only addresses the contingency of a loss of the St. Johns Switching Station bus or St. Johns Switching Station to Knott 115 kV line, which impacts the PGE equipment. To address loss of the Curtis source to Albina, PacifiCorp would have had to replace the 1557.4 KCM ACSR/TW conductor on the St. Johns Switching Station to Knott line with mechanically-equivalent high temperature conductor, along with replacing the 1200 Amp terminal equipment and bus work at five substations, with 2000 Amp equipment, including at Knott. The total cost was estimated to be at least \$18.0 million and would not have been a long-term solution.

Based on the above, PacifiCorp concluded that at approximately \$2 million, the proposed purchase of the Knott-St Johns BPA 57 kV line is the most practical approach and effective long-term solution.

## **II. Required Information Under OAR 860-027-0025(1)**

Pursuant to the requirements of OAR 860-027-0025, PGE and PacifiCorp respectively present the following information, as applicable to each applicant:

- (a) *The exact name and address of each utility's principal business office:*

Portland General Electric Company, 121 SW Salmon Street, Portland, Oregon 97204 and PacifiCorp, 825 N.E. Multnomah, Suite 2000, Portland, Oregon 97232.

- (b) *The state in which each utility is incorporated, the date of said incorporation, and any other states in which either is authorized to transact utility operations:*

The Applicant, PGE, is a corporation organized and existing under and by virtue of the laws of the State of Oregon, and the date of its incorporation is July 25, 1930. This Applicant is authorized to transact business in the states of Oregon, California, Idaho, Montana, Utah, and Washington and in Alberta, Canada, but conducts utility business only in the State of Oregon.

The Applicant, PacifiCorp, is a corporation organized and existing under and by virtue of the laws of the State of Oregon, and the date of its incorporation is August 11, 1987. This Applicant is authorized to and transacts business in the states of Oregon, Utah, Wyoming, Washington, Idaho and California.

- (c) *Name and address of the person(s) on behalf of each applicant, who are authorized to receive notices and communications in respect to this application:*

PGE-OPUC Filings  
Rates & Regulatory Affairs  
Portland General Electric  
121 SW Salmon Street  
1 WTC0306  
Portland, OR 97204  
(503) 464-7805  
[pge.opuc.filings@pgn.com](mailto:pge.opuc.filings@pgn.com)

Cece Coleman  
Senior Assistant General Counsel  
Portland General Electric  
121 SW Salmon Street  
1 WTC1301  
Portland, OR 97204  
(503) 464-7831  
[Cece.coleman@pgn.com](mailto:Cece.coleman@pgn.com)

PacifiCorp Oregon Dockets  
825 NE Multnomah Street, Suite 2000  
Portland, OR 97232  
[OregonDockets@pacificorp.com](mailto:OregonDockets@pacificorp.com)

Matthew Loftus  
Assistant General Counsel  
PacifiCorp  
825 N.E. Multnomah, Suite 2000  
Portland, Oregon 97232  
(503) 813-5620  
[Matthew.Loftus@PacifiCorp.com](mailto:Matthew.Loftus@PacifiCorp.com)

In addition, the name and address for each applicant who is to receive notices and communications, via the e-mail service list, is:

For PGE: Jaki Ferchland, Manager, Revenue Requirement  
E-Mail: [Jacquelyn.Ferchland@pgn.com](mailto:Jacquelyn.Ferchland@pgn.com)

For PacifiCorp: Laura Raypush-Dombrowsky, Transmission Account Manager  
E-Mail: laura.raypushdombrowsky@pacificorp.com

(d) *The names, titles, and addresses of the principal officers for each of the respective applicants:*

For PGE: As of June 21, 2022, the following are the principal officers of PGE, and their titles. Their address is 121 SW Salmon Street, Portland, Oregon 97204:

<b><u>NAME</u></b>	<b><u>TITLE</u></b>
Maria M. Pope	President and Chief Executive Officer
James A. Ajello	Senior Vice President, Finance, Chief Financial Officer and Treasurer
Larry N. Bekkedahl	Senior Vice President, Advanced Energy Delivery
Angelica Espinosa	Vice President, General Counsel
Bradley Y. Jenkins	Vice President, Utility Operations
John T. Kochavatr	Vice President, Information Technology and Chief Information Officer
Anne F. Mersereau	Vice President Human Resources, Diversity, Equity and Inclusion
W. David Robertson	Vice President, Public Policy
Brett M. Sims	Vice President, Strategy, Regulation and Energy Supply
Christopher A. Liddle	Assistant Treasurer and Controller
Jardon T. Jaramillo	Assistant Treasurer and Director, Treasury and Investor Relations
Sujata Pagedar	Corporate Secretary
Karen J. Lewis	Assistant Corporate Secretary
David F. White	Assistant Corporate Secretary

For PacifiCorp: As of June 1, 2022, the following are the principal officers of PacifiCorp, and their titles. Their address is: 825 N.E. Multnomah, Suite 1600, Portland, Oregon 97232.

<u>Name</u>	<u>Title</u>
Scott Thon	Chairman of the Board and Chief Executive Officer, PacifiCorp
Stefan Bird	President and Chief Executive Officer, Pacific Power
Gary Hoogeveen	President and Chief Executive Officer, Rocky Mountain Power
Nikki Kobliha	Vice President, Chief Financial Officer and Treasurer
Jeffery B. Erb	Corporate Secretary

- (e) *A description of the general character of the business done and to be done by each applicant, and a designation of their respective territories served, by counties and states:*

PGE is engaged, and intends to remain engaged, in the generation, purchase, transmission, distribution, and sale of electric energy for public use in Clackamas, Columbia, Hood River, Jefferson, Marion, Morrow, Multnomah, Polk, Sherman, Washington, and Yamhill counties, Oregon. PGE is also engaged, and intends to continue to engage, in the wholesale sale of natural gas and electricity is the Western Interconnect.

PacifiCorp is engaged, and intends to remain engaged, in the generation, purchase, transmission, distribution, and sale of electric energy for public use in Benton, Clackamas, Clatsop, Coos, Crook, Deschutes, Douglas, Gilliam, Hood River, Jackson,



Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn, Marion, Morrow, Multnomah, Polk, Sherman, Tillamook, Umatilla, Wallowa, Wasco, and Washington Counties in Oregon. PacifiCorp also engages in the generation, purchase, transmission, distribution, and sale of electric energy in the states of California, Idaho, Utah, Washington, and Wyoming.

- (f) *For each class and series of capital stock: brief description; the amount authorized (face value and number of shares); the amount outstanding (exclusive of any amount held in the treasury); amount held as reacquired securities; amount pledged; amount owned by affiliated interests; and amount held in any fund:*

The following represents PGE’s stock as of March 31, 2022, the date of PGE’s most recent SEC Form 10Q:

	<u>Outstanding Shares</u>	<u>Amount (in millions)</u>
Common Stock: *		
No Par Value	89,223,903	\$1,236
(160,000,000 shares authorized)		

\* Company Directors hold 182,666 shares.

None of the outstanding shares of common stock referenced above are held as reacquired securities or have been pledged by PGE. The Vanguard Group, Inc. held 10.54% of outstanding PGE common stock, BlackRock, Inc. held 9.81%, and Wellington Management Company held 5.56%. as reported in the most recent Forms 13F filed with the SEC. PGE does not have enough information to determine if any of these funds qualify as affiliates. PGE reports major shareholder activity annually to the Commission pursuant to OAR 860-027-0175 (AR 544).

The following represents PacifiCorp's stock as of December 31, 2021:

	<u>Outstanding Shares</u>	<u>Amount (in millions)*</u>
Common Stock:		
No Par Value	357,060,915	
(750,000,000 shares authorized)		

\* Berkshire Hathaway Energy Company indirectly owns all of the shares of PacifiCorp's outstanding common stock. Therefore, there is no public market for PacifiCorp's common stock.

- (g) *A statement for each applicant, as of the date of the balance sheet submitted with the application, showing for each class and series of long-term debt and notes: brief description (amount, interest rate and maturity); amount authorized; amount outstanding (exclusive of any amount held in the treasury); amount held as reacquired securities; amount pledged; amount held by affiliated interests; and amount in sinking and other funds:*

PGE's long-term debt as of March 31, 2022, is as follows:

<b>Description</b>	<b>Authorized (\$000s)</b>	<b>Outstanding (\$000s)</b>
First Mortgage Bonds:		
3.51 Series due 11-15-2024	80,000	80,000
3.55 Series due 1-15-2030	75,000	75,000
6.26 Series due 5-1-2031	100,000	100,000
6.875 Series due 8-1-2033	50,000	50,000
3.5 Series due 5-15-2035	70,000	70,000
6.31 Series due 5-1-2036	175,000	175,000
5.81 Series due 10-1-2037	130,000	130,000
5.8 Series due 6-1-2039	170,000	170,000
5.43 Series due 5-3-2040	150,000	150,000
4.74 Series due 11-15-2042	105,000	105,000
4.47 Series due 8-14-2043	75,000	75,000
4.47 Series due 6-15-2044	150,000	150,000
4.39 Series due 9-15-2045	100,000	100,000
4.44 Series due 10-15-2046	100,000	100,000
3.98 Series due 11-21-2047	150,000	150,000
3.98 Series due 8-3-2048	75,000	75,000
4.84 Series due 12-15-2048	50,000	50,000
4.47 Series due 12-13-2048	75,000	75,000
4.30% Series due 4-12-2049	200,000	200,000
3.34% Series due 10-15-2049	110,000	110,000
3.34% Series due 1-15-2050	160,000	160,000
3.15% Series due 4-27-2030	200,000	200,000
1.84% Series due 12-10-2027	160,000	160,000
2.32% Series due 12-10-2032	70,000	70,000
1.82% Series due 9-30-2028	100,000	100,000
2.10% Series due 9-30-2031	50,000	50,000
2.20% Series due 1-15-2034	100,000	100,000
2.97% Series due 9-30-2051	150,000	150,000
<b>Total First Mortgage Bonds Outstanding</b>	<b><u>\$3,180,000</u></b>	<b><u>\$3,180,000</u></b>
Pollution Control Bonds:		
City of Forsyth, MT		
Series B 5-1-2033 remarked 3-4-20 at 2.375%	21,000	21,000
Series A 5-1-2033 remarked 3-4-20 at 2.125%	97,800	97,800
<b>Total Pollution Control Bonds outstanding</b>	<b><u>118,800</u></b>	<b><u>118,800</u></b>
Long-Term Contracts		
Unamortized Debt Discount and Other	(348)	(348)
Unamortized Debt Expense	(12,810)	(12,810)
<b>Total Other Long-Term Debt</b>	<b><u>(13,158)</u></b>	<b><u>(13,158)</u></b>
<b>Total Classified as Short-Term</b>	<b>0</b>	<b>0</b>
<b>Net Long-Term Debt</b>	<b><u>3,285,642</u></b>	<b><u>3,285,642</u></b>

None of the long-term debt is pledged or held as reacquired securities, by affiliated corporations, or in any fund, except as noted above.

**PACIFICORP**  
**Long-Term Debt Outstanding**  
**December 31, 2021**

LINE NO.	INTEREST RATE	DESCRIPTION	ISSUANCE DATE	MATURITY DATE	PRINCIPAL AMOUNT	
					ORIGINAL ISSUE	CURRENTLY OUTSTANDING
	(a)	(b)	(c)	(d)	(e)	(f)
1						
2	2.950%	Series due Jun 2023	06/06/13	06/01/23	\$300,000,000	\$300,000,000
3	3.600%	Series due Apr 2024	03/13/14	04/01/24	\$425,000,000	\$425,000,000
4	3.350%	Series due Jul 2025	06/19/15	07/01/25	\$250,000,000	\$250,000,000
5	3.500%	Series due Jun 2029	03/01/19	06/15/29	\$400,000,000	\$400,000,000
6	2.700%	Series due Sep 2030	04/08/20	09/15/30	\$400,000,000	\$400,000,000
7	7.700%	Series due Nov 2031	11/21/01	11/15/31	\$300,000,000	\$300,000,000
8	5.900%	Series due Aug 2034	08/24/04	08/15/34	\$200,000,000	\$200,000,000
9	5.250%	Series due Jun 2035	06/08/05	06/15/35	\$300,000,000	\$300,000,000
10	6.100%	Series due Aug 2036	08/10/06	08/01/36	\$350,000,000	\$350,000,000
11	5.750%	Series due Apr 2037	03/14/07	04/01/37	\$600,000,000	\$600,000,000
12	6.250%	Series due Oct 2037	10/03/07	10/15/37	\$600,000,000	\$600,000,000
13	6.350%	Series due Jul 2038	07/17/08	07/15/38	\$300,000,000	\$300,000,000
14	6.000%	Series due Jan 2039	01/08/09	01/15/39	\$650,000,000	\$650,000,000
15	4.100%	Series due Feb 2042	01/06/12	02/01/42	\$300,000,000	\$300,000,000
16	4.125%	Series due Jan 2049	07/13/18	01/15/49	\$600,000,000	\$600,000,000
17	4.150%	Series due Feb 2050	03/01/19	02/15/50	\$600,000,000	\$600,000,000
18	3.300%	Series due Mar 2051	04/08/20	03/15/51	\$600,000,000	\$600,000,000
19	2.900%	Series due June 2052	07/09/21	06/15/52	\$1,000,000,000	\$1,000,000,000
20		<b>Subtotal - Bullet FMBs</b>				<b>\$8,175,000,000</b>
21						
22	8.260%	Series C due Jan 2022	01/08/92	01/07/22	\$5,000,000	\$5,000,000
23	8.270%	Series C due Jan 2022	01/09/92	01/10/22	\$4,000,000	\$4,000,000
24		<b>Subtotal - Series C MTNs</b>				<b>\$9,000,000</b>
25						
26	8.050%	Series E due Sep 2022	09/18/92	09/01/22	\$15,000,000	\$15,000,000
27	8.070%	Series E due Sep 2022	09/09/92	09/09/22	\$8,000,000	\$8,000,000
28	8.110%	Series E due Sep 2022	09/11/92	09/09/22	\$12,000,000	\$12,000,000
29	8.120%	Series E due Sep 2022	09/11/92	09/09/22	\$50,000,000	\$50,000,000
30	8.050%	Series E due Sep 2022	09/14/92	09/14/22	\$10,000,000	\$10,000,000
31	8.080%	Series E due Oct 2022	10/15/92	10/14/22	\$25,000,000	\$25,000,000
32	8.080%	Series E due Oct 2022	10/15/92	10/14/22	\$26,000,000	\$26,000,000
33	8.230%	Series E due Jan 2023	01/29/93	01/20/23	\$4,000,000	\$4,000,000
34	8.230%	Series E due Jan 2023	01/20/93	01/20/23	\$5,000,000	\$5,000,000
35		<b>Subtotal - Series E MTNs</b>				<b>\$155,000,000</b>
36						

37	7.260%	Series F due Jul 2023	07/22/93	07/21/23	\$11,000,000	\$11,000,000
38	7.260%	Series F due Jul 2023	07/22/93	07/21/23	\$27,000,000	\$27,000,000
39	7.230%	Series F due Aug 2023	08/16/93	08/16/23	\$15,000,000	\$15,000,000
40	7.240%	Series F due Aug 2023	08/16/93	08/16/23	\$30,000,000	\$30,000,000
41	6.750%	Series F due Sep 2023	09/14/93	09/14/23	\$2,000,000	\$2,000,000
42	6.720%	Series F due Sep 2023	09/14/93	09/14/23	\$2,000,000	\$2,000,000
43	6.750%	Series F due Sep 2023	09/14/93	09/14/23	\$5,000,000	\$5,000,000
44	6.750%	Series F due Oct 2023	10/26/93	10/26/23	\$12,000,000	\$12,000,000
45	6.750%	Series F due Oct 2023	10/26/93	10/26/23	\$16,000,000	\$16,000,000
46	6.750%	Series F due Oct 2023	10/26/93	10/26/23	\$20,000,000	\$20,000,000
47		<b>Subtotal - Series F MTNs</b>				<b>\$140,000,000</b>
48						
49	6.710%	Series G due Jan 2026	01/23/96	01/15/26	\$100,000,000	\$100,000,000
50		<b>Subtotal - Series G MTNs</b>				<b>\$100,000,000</b>
51						
52		<b>Total First Mortgage Bonds</b>				<b>\$8,579,000,000</b>
53						
54						
55	Variable	Converse 94 due Nov 2024	11/17/94	11/01/24	\$8,190,000	\$8,190,000
56	Variable	Emery 94 due Nov 2024	11/17/94	11/01/24	\$121,940,000	\$121,940,000
57	Variable	Lincoln 94 due Nov 2024	11/17/94	11/01/24	\$15,060,000	\$15,060,000
58	Variable	Sweetwater 94 due Nov 2024	11/17/94	11/01/24	\$21,260,000	\$21,260,000
59	Variable	Converse 95 due Nov 2025	11/17/95	11/01/25	\$5,300,000	\$5,300,000
60	Variable	Lincoln 95 due Nov 2025	11/17/95	11/01/25	\$22,000,000	\$22,000,000
61		<b>Subtotal - Secured PCRBs</b>				<b>\$193,750,000</b>
62						
63	Variable	Sweetwater 95 due Nov 2025	12/14/95	11/01/25	\$24,400,000	\$24,400,000
64		<b>Subtotal - Unsecured PCRBs</b>				<b>\$24,400,000</b>
65						
66		<b>Total PCRB Obligations</b>				<b>\$218,150,000</b>
67						
68		<b>Total Long-Term Debt</b>				<b>\$8,797,150,000</b>
69						
70		Total Unamortized Debt Discount/Premium				(24,490,244)
71		Total Unamortized Debt Expense				(42,678,915)
72						
73		<b>Total Net Long-Term Debt</b>				<b>\$8,729,980,841</b>

(h) *Whether the application is for disposition of facilities by sale, lease, or otherwise, a merger or consolidation of facilities, or for mortgaging or encumbering its property, or for the acquisition of stock, bonds, or property of another utility, also a description of the consideration, if any, and the method of arriving at the amount thereof:*

PGE asks for Commission approval to sell, and PacifiCorp seeks approval to purchase, the property described in Table 1 above and in Exhibits I-1, I-2, and I-3. The total sale price agreed upon by PGE and PacifiCorp is \$2,029,983. As described above in Section I, the purchase price is calculated based upon the full net book value of PGE's share of the jointly-owned asset.

- (i) *A statement and general description of facilities to be disposed of, consolidated, merged, or acquired from another utility, giving a description of their present use and of their proposed use after disposition, consolidation, merger, or acquisition. State whether the proposed disposition of facilities or plan for consolidation, merger, or acquisition includes all the operating facilities of the parties to the transaction:*

PGE's 57 kV distribution assets described above and the subject of the transaction between PGE and PAC consist of poles, conductor, and necessary and related supporting components specifically located between BPA's St. Johns substation to just outside PacifiCorp's Columbia substation, described further in Table 1 and provided as Exhibits I-1, I-2, and I-3.

- (j) *A statement by primary account of the cost of the facilities and applicable depreciation reserve involved in the sale, lease, or other disposition, merger or consolidation, or acquisition of property of another utility. If original cost is not known, an estimate of original cost based, to the extent possible, upon records or data of the applicant or its predecessors must be furnished, a full explanation of the manner in which such estimate has been made, and a statement indicating where all existing data and records may be found:*

The sale price agreed upon between PacifiCorp and PGE is \$2,029,983. The book value of the assets was determined using PGE's accounting records. (See Exhibit L).

- (k) *A statement as to whether or not any application with respect to the transaction or any part thereof, is required to be filed with any federal or other state regulatory body:*

No application with respect to this transaction is currently required to be filed with any federal or other state regulatory body.

- (l) *The facts relied upon by applicants to show that the proposed sale, lease, assignment, or consolidation of facilities, mortgage or encumbrance of property, or acquisition of stock, bonds, or property of another utility will be consistent with the public interest:*

The sale of PGE's Knott-St Johns BPA 57 kV line is consistent with public interest because: (1) it avoids further maintenance and other costs to PGE's customers for assets that are no longer useful or necessary to provide utility service to them; (2) the purchase of said assets by PacifiCorp mitigates the costs PacifiCorp would otherwise incur for the construction of a new line along a new route; (3) utilizing the existing infrastructure and route of the existing 57 kV line has the added benefit of eliminating at least a partial duplication of facilities that would otherwise exist, but for this purchase; and (4) PacifiCorp's planned conversion of the 57 kV line to 115 kV will mitigate NERC compliance issues for both PGE and PacifiCorp. Finally, PacifiCorp's utilization of the existing right-of-way, currently occupied by PGE's 57 kV line, has the added benefit of minimizing the impact to the community associated with construction of a whole new line along a new route. In short, PGE's sale and PacifiCorp's purchase of

the assets described herein represents the least cost, least risk option for PGE, PacifiCorp, and their respective customers.

- (m) *The reasons, in detail, relied upon by each applicant, or party to the application, for entering into the proposed sale, lease, assignment, merger, or consolidation of facilities, mortgage or encumbrance of property, acquisition of stock, bonds, or property of another utility, and the benefits, if any, to be derived by the customers of the applicants and the public:*

See the “Background” section and paragraphs h) and l) above. PGE’s and PacifiCorp’s customers benefit because, as noted above, PGE is shedding costs associated with assets that are no longer useful or necessary to provide utility service to its customers, and PacifiCorp is purchasing the Knott-St Johns BPA 57 kV line to mitigate its costs and impacts associated with constructing a new 115 kV line at a lower cost than the alternative.

- (n) *The amount of stock, bonds, or other securities, now owned, held or controlled by applicant, of the utility from which stock or bonds are proposed to be acquired:*

Not applicable.

- (o) *A brief statement of franchises held, showing date of expiration if not perpetual, or, in case of transfer/sale, that transferee has the necessary franchises:*

Not applicable.

### **III. Required Exhibits Under OAR 860-027-0025(2)**

The following exhibits are submitted and, by reference, made a part of this application:



***EXHIBIT A.*** *A copy of the charter or articles of incorporation with amendments to date:* For

PGE: Third Amended and Restated Articles of Incorporation, effective as of May 7, 2014, were previously filed in Docket UP 310 and by reference made a part of this Application.

For PacifiCorp: Third Restated Articles of Incorporation of PacifiCorp is attached to this Application as Exhibit A.

***EXHIBIT B.*** *A copy of the bylaws with amendments to date:*

For PGE: Eleventh Amended and Restated Bylaws adopted February 13, 2019, is attached as Exhibit B-1.

For PacifiCorp: The Amended Bylaws of PacifiCorp is attached to this Application as Exhibit B-2.

***EXHIBIT C.*** *Copies of all resolutions of directors authorizing the proposed disposition, merger, or consolidation of facilities, mortgage or encumbrance of property, acquisition of stock, bonds, or property of another utility, in respect to which the application is made and, if approval of stockholders has been obtained, copies of the resolutions of the stockholders should also be furnished:*

For PGE: Not applicable (PGE board resolution is not required for the sale of the property).

For PacifiCorp: Not applicable (PacifiCorp board resolution is not required for the purchase of the property).

***EXHIBIT D.*** *Copies of all mortgages, trust, deeds, or indentures, securing any obligation of each party to the transaction:*

For PGE: Not applicable.

For PacifiCorp: Not applicable.

**EXHIBIT E.** *Balance sheets showing booked amounts, adjustments to record the proposed transaction and pro forma, with supporting fixed capital or plant schedules in conformity with the forms in the annual report, which applicant(s) is required, or will be required, to file with the Commission:*

For PGE: Balance sheet showing booked amounts, adjustments to record the proposed transactions and pro forma Balance sheets as of March 31, 2022 are attached. [electronic format]

For PacifiCorp: PacifiCorp respectfully requests that the requirement to provide pro forma information be waived because the property acquisition will not materially affect the Company's financial statements.

**EXHIBIT F.** *A statement of all known contingent liabilities, except minor items such as damage claims and similar items involving relatively small amounts, as of the date of the application:*

For PGE: A Statement of Contingent Liabilities, as of March 31, 2022, are attached. [electronic format]

For PacifiCorp: PacifiCorp respectfully requests that the requirement to provide pro forma information be waived because the property acquisition will not materially affect the Company's financial statements.

**EXHIBIT G.** *Comparative income statements showing recorded results of operations, adjustments to record the proposed transaction and pro forma, in conformity with the form in the annual report which applicant(s) is required, or will be required, to file with the Commission:*

For PGE: An Income Statement for the 12-month period ended March 31, 2022, and pro forma are attached. [electronic format]

For PacifiCorp: PacifiCorp respectfully requests that this requirement be waived because the property acquisition will not materially affect the Company's financial statements.

***EXHIBIT H.*** *An analysis of surplus for the period covered by the income statements referred to in Exhibit G:*

For PGE: An Analysis of Retained Earnings for the 12-month period ended March 31, 2022, and pro forma are attached. [electronic format]

For PacifiCorp: PacifiCorp respectfully requests that this requirement be waived because the property acquisition will not materially affect the Company's financial statements.

***EXHIBIT I.*** *A copy of each contract in respect to the sale, lease or other proposed disposition, merger or consolidation of facilities, acquisition of stock, bonds, or property of another utility, as the case may be, with copies of all other written instruments entered into or proposed to be entered into by the parties to the transaction pertaining thereto:*

Attached. [electronic format]

***EXHIBIT J.*** *A copy of each proposed journal entry to be used to record the transaction upon each applicant's books:*

For PGE: Attached. [electronic format]

For PacifiCorp: The initial journal entry to record the transaction will result in a debit to completed construction not classified (FERC plant account 106) and

credit to cash (FERC account 131) equal to the amount of the \$2,029,983. The details concerning the assets acquired will then be evaluated to unitize them to the specific FERC plant accounts.

**EXHIBIT K.** *A copy of each supporting schedule showing the benefits, if any, which each applicant relies upon to support the facts as required by subsection (1)(l) of this rule and the reasons as required by subsection (1)(m) of this rule:*

None attached, see the Background Section and paragraphs h) and l), above.

**EXHIBIT L.** *A statement by primary account of the Cost of the Property:*

Attached. [electronic format]

#### **IV. Prayer for Relief**

PGE and PacifiCorp respectfully request a Commission order finding the sale of the Property from PGE to PacifiCorp and the Purchase of said Property by PacifiCorp from PGE, will not harm PGE's or PacifiCorp's customers and is consistent with the public interest.

Dated this 27th day of July 2022.

Respectfully Submitted,

*/s/ Jaki Ferchland*

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Jaki Ferchland,  
Manager, Revenue Requirement  
Portland General Electric Company  
121 SW Salmon Street, 1WTC-0306  
Portland, Oregon 97204  
Phone : (503) 464-7488  
E-Mail : [jaki.ferchland@pgn.com](mailto:jaki.ferchland@pgn.com)

Respectfully submitted,



Matthew Loftus  
Assistant General Counsel  
PacifiCorp  
825 N.E. Multnomah, Suite 2000  
Portland, OR 97232  
(503) 813-5620  
[Matthew.Loftus@PacifiCorp.com](mailto:Matthew.Loftus@PacifiCorp.com)

# State of Oregon

OFFICE OF THE SECRETARY OF STATE  
Corporation Division

**Certified Copy 465S630F4**

*I, BEV CLARNO, Secretary of State of Oregon, and Custodian of the Seal of said State, do hereby certify:*

*That the attached*

Copy of the

Restated

Articles of Incorporation

*for*

*PACIFICORP*

*is a true copy of the original document(s).*

*In Testimony Whereof, I have hereunto set  
my hand and affixed hereto the Seal of the  
State of Oregon.*



A handwritten signature in cursive script that reads "Bev Clarno".

BEV CLARNO, SECRETARY OF STATE

5/14/2019

Submit the original  
and one true copy  
\$10.00



SECRETARY OF STATE  
Corporation Division  
Business Registry  
158 12th Street NE  
Salem, OR 97310-0210  
(503) 378-4166

THIS SPACE FOR OFFICE USE ONLY

11/20/96 4:30 PM FILED REG 950 \$10.00

NOV 20 1996

SECRETARY OF STATE

Registry Number:

0285297-86

## RESTATED ARTICLES OF INCORPORATION Business Corporation

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

- Name of the corporation prior to amendment: PacifiCorp
- New name of the corporation (if changed): \_\_\_\_\_
- A copy of the restated articles is attached.
- Check the appropriate statement(s):

- The restated articles contain amendments which do not require shareholder approval. These amendments were duly adopted by the board of directors.
- The restated articles contain amendments which require shareholder approval. The date of adoption of the restated articles was \_\_\_\_\_, 19\_\_\_\_, which is the date of adoption of amendments included in the restated articles. The vote of the shareholders was as follows:

Class or series of shares	Number of shares outstanding	Number of votes entitled to be cast	Number of votes cast for	Number of votes cast against

5. Other provisions, if applicable:

Execution: *Richard T. O'Brien* Richard T. O'Brien, Senior Vice President and  
Signature Printed name Chief Financial Officer

Person to contact about this filing: John M. Schweitzer (503) 872-4821  
Name Daytime phone number

Makes checks payable to the Corporation Division. Submit the completed form and fee to: Corporation Division,  
Business Registry, 158 12th Street NE, Salem, Oregon 97310-0210.

BC-4 (4/90)

PACIFICORP



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THIRD RESTATED ARTICLES OF  
INCORPORATION  
of  
PACIFICORP

FILED  
NOV 20 1996  
SECRETARY OF STATE

ARTICLE I

The name of the Company is PacifiCorp.

ARTICLE II

The purposes for which the Company is organized are the manufacture, production, generation, storage, utilization, purchase, sale, supply, transmission, distribution, or disposition of electric energy, natural or artificial gas, water or steam, or power produced thereby; and the transaction of any and all other lawful businesses for which corporations may be organized under the Oregon Business Corporation Act.

ARTICLE III

(1) The total amount of the authorized capital stock of the Company is 769,626,533 shares, divided into 126,533 shares of 5% Preferred Stock of the stated value of \$100 per share, 3,500,000 shares of Serial Preferred Stock of the stated value of \$100 per share, 16,000,000 shares of No Par Serial Preferred Stock (the 5% Preferred Stock, the Serial Preferred Stock and the No Par Serial Preferred Stock collectively referred to herein as the "Senior Securities"), and 750,000,000 shares of Common Stock.

(2) The 5% Preferred Stock, pari passu with the other Senior Securities, shall be entitled, but only when and as declared by the Board of Directors, out of funds legally available for the payment of dividends, in preference to the Common Stock, to dividends at the rate of

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5 per centum (5%) per annum of the stated value thereof, and no more, payable quarterly on February 15, May 15, August 15 and November 15 of each year or otherwise as the Board of Directors may determine (such dates, including any changes thereof, being hereinafter referred to as the "Payment Dates"), to shareholders of record as of a date to be fixed by the Board of Directors, not exceeding thirty (30) days and not less than ten (10) days preceding the Payment Dates, such dividends to be cumulative from the day immediately following the last period for which dividends on the 5% Preferred Stock of PacifiCorp, a Maine corporation, have been declared (such date being hereinafter referred to as the "Accrual Date"). The Serial Preferred Stock, *pari passu* with the other Senior Securities, shall be entitled, but only when and as declared by the Board of Directors, out of funds legally available for the payment of dividends, in preference to the Common Stock, to dividends at the rate or rates, which may be subject to adjustment, as to each series thereof, fixed and determined pursuant to Section (5) or (6) of this Article at the time of the creation of such series, and no more, payable as the Board of Directors may from time to time determine, such dividends to be cumulative from the date of issue of such stock or as otherwise provided in Section (6) of this Article. The No Par Serial Preferred Stock, *pari passu* with the other Senior Securities, shall be entitled, but only when and as declared by the Board of Directors, out of funds legally available for the payment of dividends, in preference to the Common Stock, to dividends at the rate or rates, which may be subject to adjustment, as to each series thereof, fixed and determined pursuant to Section (5) or (7) of this Article at the time of the creation of such series, and no more, payable as the Board of Directors may from time to time determine, such dividends to be cumulative from the date of issue of such stock or as otherwise provided in Section (7) of this Article.

(3) In the event of any voluntary liquidation, dissolution or winding up of the Company, the 5% Preferred Stock, pari passu with the other Senior Securities, shall also have a preference over the Common Stock until \$110 per share and five per centum (5%) per annum on the stated value thereof from and after the date on which dividends on such stock became cumulative, shall have been paid by dividends or distribution; the Serial Preferred Stock, pari passu with the other Senior Securities, shall also have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of the Serial Preferred Stock, the amount as to each series thereof fixed and determined by resolution of the Board of Directors or pursuant to Section (6) of this Article at the time of the creation of each such series, plus the amount, if any, by which dividends at the rate or rates fixed and determined for such stock pursuant to Section (5) or (6) of this Article, from and after the respective dates on which dividends on such stock became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon; and the No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall also have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of the No Par Serial Preferred Stock, the amount as to each series thereof fixed and determined by resolution of the Board of Directors or pursuant to Section (7) of this Article at the time of the creation of each such series, plus the amount, if any, by which dividends at the rate or rates fixed and determined for such stock pursuant to Section (5) or (7) of this Article, from and after the respective dates on which dividends on such stock became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

(4) In the event of any involuntary liquidation, dissolution or winding up of the Company, which shall include any such liquidation, dissolution or winding up which may arise out of or result from the condemnation or purchase of all or a major portion of the properties of the Company by (i) the United States Government or any authority, agency or instrumentality thereof, (ii) a state of the United States or any authority, agency or instrumentality thereof, or (iii) a district, cooperative or other association or entity not organized for profit, the 5% Preferred Stock, pari passu with the other Senior Securities, shall also have a preference over the Common Stock until the full stated value thereof and five per centum (5%) per annum thereon from and after the date on which dividends on such stock became cumulative, shall have been paid by dividends or distribution; the Serial Preferred Stock, pari passu with the other Senior Securities, shall also have a preference over the Common Stock until there shall have been paid, by dividends or distribution on each share of the Serial Preferred Stock, the full stated value thereof, plus the amount, if any, by which dividends at the rate or rates fixed and determined for such stock pursuant to Section (5) or (6) of this Article, from and after the respective dates on which dividends on such stock became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon; and the No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall also have a preference over the Common Stock until there shall have been paid, by dividends or distribution on each share of the No Par Serial Preferred Stock, the amount as to each series thereof fixed and determined by resolution of the Board of Directors as the consideration therefor or pursuant to Section (7) of this Article at the time of creation of each such series, plus the amount, if any, by which dividends at the rate or rates fixed and determined for such stock

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pursuant to Section (5) or (7) of this Article, from and after the respective dates on which dividends on such stock became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

(5) The Board of Directors shall have authority by resolution to divide the Serial Preferred Stock into series designated " % Serial Preferred Stock" or the " Serial Preferred Stock," as applicable, and to divide the No Par Serial Preferred Stock into series designated "\$ No Par Serial Preferred Stock" or the " No Par Serial Preferred Stock," as applicable (inserting, in each case, the annual dividend rate, as fixed and determined by the Board of Directors for each series or, if the rate of dividends is subject to adjustment, so indicating by appropriate language). All shares of Serial Preferred Stock, irrespective of series, shall constitute one and the same class of stock, and all shares of No Par Serial Preferred Stock, irrespective of series, shall constitute one and the same class of stock. Within each such class of stock, all shares shall be of equal rank and shall be identical in all respects except as to designation thereof and except that in establishing a series within either of said classes, the Board of Directors may fix and determine the relative rights and preferences of such series as to any of the following:

- (a) The dividend rate or rates, which may be subject to adjustment in accordance with a method adopted by resolution of the Board of Directors at the time of the creation of such series;
- (b) The date or dates from which dividends on shares of each series shall be cumulative;
- (c) The dividend payment dates;

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(d) The amount to be paid upon redemption, if redeemable, or in the event of voluntary liquidation, dissolution or winding up of the Company;

(e) The rights of conversion, if any, into shares of Common Stock and the terms and conditions on which shares may be so converted, if the shares of any series are issued with the privilege of conversion; and

(f) Provisions, if any, for the redemption or purchase of shares, which may be at the option of the Company or upon the happening of a specified event or events, for cash, at such time or times, price or prices, or rate or rates, and with such adjustments as shall be fixed and determined by resolution of the Board of Directors or from time to time in accordance with a method adopted by resolution of the Board of Directors at the time of the creation of such series;

and except further that in establishing a series of the No Par Serial Preferred Stock, the Board of Directors may also fix and determine the voting rights of such series.

All shares of the same series shall be identical in all respects except as to the date or dates from which dividends upon shares of such series may be cumulative. Each certificate for Serial Preferred Stock or No Par Serial Preferred Stock shall state the designation of the series in which the shares represented by such certificate are issued. Whenever an affirmative vote of the Serial Preferred Stock or the No Par Serial Preferred Stock may be required for any purpose, the shares voting shall be counted irrespective of series and not by different series.

(6) Without limitation of the foregoing authority conferred upon the Board of Directors, there follows a statement of the rights and preferences of the respective series of Serial Preferred Stock created on the effective date of the merger of PacifiCorp, a Maine

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corporation, and Utah Power & Light Company, a Utah corporation, into the Company, being the initial series and the fourth through thirteenth series, inclusive, thereof.

(a) There is hereby created an initial series of the Company's Serial Preferred Stock which shall be designated as 4.52% Serial Preferred Stock and which shall consist of 2,065 shares.

The annual dividend rate of said initial series of the Company's Serial Preferred Stock shall be four and fifty-two one-hundredths per centum (4.52%) of the stated value thereof. The date or dates from which dividends on shares of said initial series of the Company's Serial Preferred Stock shall be cumulative shall be the Accrual Date. The dividend payment dates for the payment of dividends on shares of said initial series of the Company's Serial Preferred Stock shall be the Payment Dates.

The amount to be paid upon redemption of shares of said initial series of the Company's Serial Preferred Stock shall be \$103.50 per share, plus unpaid accumulated dividends, if any, to the date of redemption.

The amounts to be paid in respect of shares of said initial series of the Company's Serial Preferred Stock in the event of voluntary liquidation, dissolution or winding up of the Company shall be as follows: In the event of any voluntary liquidation, dissolution or winding up of the Company, said initial series of the Company's Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said initial series of the Company's Serial Preferred Stock, an amount equal to the redemption price applicable to shares of said initial series of the Company's Serial Preferred Stock, plus the amount, if any, by which

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dividends at the rate of 4.52% per annum on the stated value thereof, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

(The second and third series of the Serial Preferred Stock of PacifiCorp, a Maine corporation, were redeemed on September 6, 1963 and March 5, 1965, respectively.)

(h) There is hereby created a fourth series of the Company's Serial Preferred Stock which shall be designated as 7.00% Serial Preferred Stock and which shall consist of 18,060 shares.

The annual dividend rate of said fourth series of the Company's Serial Preferred Stock shall be seven per centum (7.00%) of the stated value thereof. The date from which dividends on shares of said fourth series of the Company's Serial Preferred Stock shall be cumulative shall be the Accrual Date. The dividend payment dates for the payment of dividends on shares of said fourth series of the Company's Serial Preferred Stock shall be the Payment Dates.

The amounts to be paid in respect of said fourth series of the Company's Serial Preferred Stock in the event of voluntary liquidation, dissolution or winding up of the Company shall be as follows: In the event of any voluntary liquidation, dissolution or winding up of the Company, said fourth series of the Company's Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said fourth series of the Company's Serial Preferred Stock, an amount equal to the full stated value thereof, plus the amount, if any, by which dividends at the rate of 7.00% per annum on the stated value thereof, from and after the

date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

(c) There is hereby created a fifth series of the Company's Serial Preferred Stock which shall be designated as 6.00% Serial Preferred Stock and which shall consist of 5,932 shares.

The annual dividend rate of said fifth series of the Company's Serial Preferred Stock shall be six per centum (6.00%) of the stated value thereof. The date from which dividends on shares of said fifth series of the Company's Serial Preferred Stock shall be cumulative shall be the Accrual Date. The dividend payment dates for the payment of dividends on shares of said fifth series of the Company's Serial Preferred Stock shall be the Payment Dates.

The amounts to be paid in respect of said fifth series of the Company's Serial Preferred Stock in the event of voluntary liquidation, dissolution or winding up of the Company shall be as follows: In the event of any voluntary liquidation, dissolution or winding up of the Company, said fifth series of the Company's Serial Preferred Stock, *pari passu* with the other Senior Securities, shall have a preference over the Common Stock until there shall have been paid, by dividends or distribution on each share of said fifth series of the Company's Serial Preferred Stock, an amount equal to the full stated value thereof, plus the amount, if any, by which dividends at the rate of 6.00% per annum on the stated value thereof, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.



(d) There is hereby created a sixth series of the Company's Serial Preferred Stock which shall be designated as 5.00% Serial Preferred Stock and which shall consist of 42,000 shares.

The annual dividend rate of said sixth series of the Company's Serial Preferred Stock shall be five per centum (5.00%) of the stated value thereof. The date from which dividends on shares of said sixth series of the Company's Serial Preferred Stock shall be cumulative shall be the Accrual Date. The dividend payment dates for the payment of dividends on shares of said sixth series of the Company's Serial Preferred Stock shall be the Payment Dates.

The amount to be paid upon redemption of shares of said sixth series of the Company's Serial Preferred Stock shall be \$100 per share, plus unpaid accumulated dividends, if any, to the date of redemption.

The amounts to be paid in respect of shares of said sixth series of the Company's Serial Preferred Stock in the event of voluntary liquidation, dissolution or winding up of the Company shall be as follows: In the event of any voluntary liquidation, dissolution or winding up of the Company, said sixth series of the Company's Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said sixth series of the Company's Serial Preferred Stock, an amount equal to the full stated value thereof, plus the amount, if any, by which dividends at the rate of 5.00% per annum on the stated value thereof, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceeds the dividends actually paid thereon or declared and set apart for payment thereon.

(e) There is hereby created a seventh series of the Company's Serial Preferred Stock which shall be designated as 5.40% Serial Preferred Stock and which shall consist of 65,960 shares.

The annual dividend rate of said seventh series of the Company's Serial Preferred Stock shall be five and forty one-hundredths per centum (5.40%) of the stated value thereof. The date from which dividends on shares of said seventh series of the Company's Serial Preferred Stock shall be cumulative shall be the Accrual Date. The dividend payment dates for the payment of dividends on shares of said seventh series of the Company's Serial Preferred Stock shall be the Payment Dates.

The amount to be paid upon redemption of shares of said seventh series of the Company's Serial Preferred Stock shall be \$101.00 per share, plus unpaid accumulated dividends, if any, to the date of redemption.

The amounts to be paid in respect of shares of said seventh series of the Company's Serial Preferred Stock in the event of voluntary liquidation, dissolution or winding up of the Company shall be as follows: In the event of any voluntary liquidation, dissolution or winding up of the Company, said seventh series of the Company's Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said seventh series of the Company's Serial Preferred Stock, an amount equal to the full stated value thereof, plus the amount, if any, by which dividends at the rate of 5.40% per annum on the stated value thereof, from and after the date on which dividends on such shares became cumulative to the

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date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

(f) There is hereby created an eighth series of the Company's Serial Preferred Stock which shall be designated as 4.72% Serial Preferred Stock and which shall consist of 69,890 shares.

The annual dividend rate of said eighth series of the Company's Serial Preferred Stock shall be four and seventy-two one-hundredths per centum (4.72%) of the stated value thereof. The date from which dividends on shares of said eighth series of the Company's Serial Preferred Stock shall be cumulative shall be the Accrual Date. The dividend payment dates for the payment of dividends on shares of said eighth series of the Company's Serial Preferred Stock shall be the Payment Dates.

The amount to be paid upon redemption of shares of said eighth series of the Company's Serial Preferred Stock shall be \$103.50 per share, plus unpaid accumulated dividends, if any, to the date of redemption.

The amounts to be paid in respect of shares of said eighth series of the Company's Serial Preferred Stock in the event of voluntary liquidation, dissolution or winding up of the Company shall be as follows: In the event of any voluntary liquidation, dissolution or winding up of the Company, said eighth series of the Company's Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said eighth series of the Company's Serial Preferred Stock, an amount equal to the redemption price applicable to shares of said eighth series of the Company's Serial Preferred Stock, plus the amount, if any, by which

dividends at the rate of 4.72% per annum on the stated value thereof, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

(g) There is hereby created a ninth series of the Company's Serial Preferred Stock which shall be designated as 4.56% Serial Preferred Stock and which shall consist of 84,592 shares.

The annual dividend rate of said ninth series of the Company's Serial Preferred Stock shall be four and fifty-six one-hundredths per centum (4.56%) of the stated value thereof. The date from which dividends on shares of said ninth series of the Company's Serial Preferred Stock shall be cumulative shall be the Accrual Date. The dividend payment dates for the payment of dividends on shares of said ninth series of the Company's Serial Preferred Stock shall be the Payment Dates.

The amount to be paid upon redemption of shares of said ninth series of the Company's Serial Preferred Stock shall be \$102.34 per share, plus unpaid accumulated dividends, if any, to the date of redemption.

The amounts to be paid in respect of shares of said ninth series of the Company's Serial Preferred Stock in the event of voluntary liquidation, dissolution or winding up of the Company shall be as follows: In the event of any voluntary liquidation, dissolution or winding up of the Company, said ninth series of the Company's Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said ninth series of the Company's Serial Preferred Stock, an amount equal to the redemption price applicable to shares of said

ninth series of the Company's Serial Preferred Stock, plus the amount, if any, by which dividends at the rate of 4.56% per annum on the stated value thereof, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

(The tenth, eleventh and twelfth series of the Serial Preferred Stock of PacifiCorp, an Oregon corporation, were redeemed on July 12, 1996. The thirteenth series of Serial Preferred Stock of PacifiCorp, an Oregon corporation, was redeemed on October 10, 1989. The fourteenth series of the Serial Preferred Stock of PacifiCorp, a Maine corporation, was redeemed on January 11, 1987.)

(7) Without limitation of the foregoing authority conferred upon the Board of Directors, there follows a statement of the rights and preferences of the respective series of No Par Serial Preferred Stock created on the effective date of the merger of PacifiCorp, a Maine corporation, and Utah Power & Light Company, a Utah corporation, into the Company, being the second series and the sixth through thirteenth series, inclusive, thereof, and the respective series of No Par Serial Preferred Stock created thereafter and prior to the date of this restatement, being the fourteenth through twentieth series, inclusive, thereof.

(The initial series of the No Par Serial Preferred Stock of PacifiCorp, a Maine corporation, was redeemed on May 15, 1987. The second series of the No Par Serial Preferred Stock of PacifiCorp, an Oregon corporation, was redeemed on July 12, 1996. The third, fourth and fifth series of No Par Serial Preferred Stock of PacifiCorp, a Maine corporation, were redeemed on May 15, 1987, October 3, 1984 and June 15, 1986, respectively. The sixth series

and seventh series of No Par Serial Preferred Stock of PacifiCorp, an Oregon corporation, were exchanged and retired on June 29, 1992).

(a) There is hereby created an eighth series of the Company's No Par Serial Preferred Stock, which shall be designated as \$7.12 No Par Serial Preferred Stock. Said eighth series of No Par Serial Preferred Stock shall consist of 500,000 shares, shall have a stated value of \$100 per share and shall have the relative rights and preferences as follows:

The annual dividend on said eighth series of the Company's No Par Serial Preferred Stock shall be \$7.12 per share.

The date from which dividends on shares of said eighth series of the Company's No Par Serial Preferred Stock shall be cumulative shall be the Accrual Date. The dates for the payment of dividends on shares of said eighth series of the Company's No Par Serial Preferred Stock shall be the Payment Dates.

The amounts to be paid upon optional redemption of the shares of said eighth series of the Company's No Par Serial Preferred Stock shall be, for the period from the date upon which dividends on said eighth series became cumulative to and including March 31, 1992, \$107.12 per share; thereafter to and including March 31, 1997, \$104.75 per share; thereafter to and including March 31, 2002, \$102.38 per share; and thereafter \$100 per share; plus, in each case, unpaid accumulated dividends, if any, to the date of redemption; provided, however, that shares of said eighth series of the Company's No Par Serial Preferred Stock shall not be redeemable prior to April 1, 1992, directly or indirectly, as part of, or in anticipation of, any refunding operation involving the incurring of indebtedness or the issuance of shares of preferred stock ranking equally with or prior to shares of said eighth series of the Company's No Par

Serial Preferred Stock as to dividends or on liquidation, if the interest on such indebtedness or the dividends on shares of any such preferred stock would result in an effective cost to the Company (computed in accordance with generally accepted financial practice) of less than 7.18% per annum.

As a sinking fund for said eighth series of No Par Serial Preferred Stock, the Company shall redeem, out of funds legally available therefor, on March 31 of each year, beginning with March 31, 1993, not less than 15,000 shares nor more than 30,000 shares of said eighth series of the Company's No Par Serial Preferred Stock at a redemption price equal to \$100 per share plus unpaid accumulated dividends, if any, to the date of redemption; the option to redeem in excess of 15,000 shares of said eighth series of No Par Serial Preferred Stock on any March 31 shall not be cumulative; shares of said eighth series of No Par Serial Preferred Stock acquired or redeemed by the Company otherwise than through operation of the sinking fund may, at the option of the Company, be credited against subsequent minimum sinking fund requirements; if the Company shall be prevented, because of restriction or for any other reason, from acquiring or redeeming on any March 31 the number of shares of said eighth series of No Par Serial Preferred Stock that in the absence of such restriction or other reason it would be required to acquire or redeem on such date, the deficit shall be made good on the first succeeding March 31 on which the Company shall not be prevented by such restriction or other reason from acquiring or redeeming shares of said eighth series of No Par Serial Preferred Stock. If the Company shall be in arrears in the redemption of shares of said eighth series of No Par Serial Preferred Stock, no dividends (other than dividends payable in Common Stock) shall be paid or any other distribution of assets made, by purchase of shares or otherwise, on

Common Stock or on any other stock of the Company over which the No Par Serial Preferred Stock has preference as to the payment of dividends or as to assets.

In the event of any involuntary liquidation, dissolution or winding up of the Company, said eighth series of the Company's No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock until there shall have been paid, by dividends or distribution on each share of said eighth series of the Company's No Par Serial Preferred Stock, an amount equal to \$100, plus the amount, if any, by which dividends of \$7.12 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

In the event of any voluntary liquidation, dissolution or winding up of the Company, said eighth series of the Company's No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said eighth series of the Company's No Par Serial Preferred Stock, an amount equal to the then current redemption price applicable to shares of said eighth series of the Company's No Par Serial Preferred Stock, plus the amount, if any, by which dividends of \$7.12 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

Every holder of record of said eighth series of the Company's No Par Serial Preferred Stock, or his legal representative, at the record date for the determination of persons



entitled to vote at a meeting of shareholders, shall be entitled to one vote for each share of such stock standing in his name on the books of the Company.

(b) There is hereby created a ninth series of the Company's No Par Serial Preferred Stock which shall be designated as \$1.28 No Par Serial Preferred Stock. Said ninth series of No Par Serial Preferred Stock shall consist of 400,000 shares, shall have a stated value of \$25 per share and shall have the relative rights and preferences as follows:

The annual dividend on said ninth series of the Company's No Par Serial Preferred Stock shall be \$1.28 per share.

The date from which dividends on shares of said ninth series of the Company's No Par Serial Preferred Stock shall be cumulative shall be the day immediately following the last period for which dividends on the Cumulative Preferred Stock, \$25 par value, of Utah Power & Light Company, a Utah corporation, have been declared (such date being hereinafter referred to as the "UP&L Accrual Date"). The dates for the payment of dividends on shares of said ninth series of the Company's No Par Serial Preferred Stock shall be the Payment Dates.

The amount to be paid upon redemption of the shares of said ninth series of the Company's No Par Serial Preferred Stock shall be \$26.35 per share, plus unpaid accumulated dividends, if any, to the date of redemption.

In the event of any involuntary liquidation, dissolution or winding up of the Company, said ninth series of the Company's No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock until there shall have been paid, by dividends or distribution on each share of said ninth series of the Company's No Par Serial Preferred Stock, an amount equal to \$25, plus the amount, if any, by which dividends

of \$1.28 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

In the event of any voluntary liquidation, dissolution or winding up of the Company, said ninth series of the Company's No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said ninth series of the Company's No Par Serial Preferred Stock, an amount equal to the redemption price applicable to shares of said ninth series of the Company's No Par Serial Preferred Stock, plus the amount, if any, by which dividends of \$1.28 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

The holders of shares of said ninth series of the Company's No Par Serial Preferred Stock shall have no voting rights except as provided in these Restated Articles of Incorporation and except as otherwise required by law. Whenever holders of shares of said ninth series of the Company's No Par Serial Preferred Stock shall be entitled to vote, every holder, or his legal representative, at the record date for the determination of persons entitled to vote at a meeting of shareholders, shall be entitled to one-quarter (1/4) of a vote for each share of such stock standing in his name on the books of the Company.

The shares of said ninth series of the Company's No Par Serial Preferred Stock, by their terms, shall not be entitled to a sinking fund or purchase fund and shall not be convertible into or exchangeable for shares of any other class or series.

VOID IF ALTERED OR ERASED

VOID IF ALTERED OR ERASED

(c) There is hereby created a tenth series of the Company's No Par Serial Preferred Stock which shall be designated as \$1.18 No Par Serial Preferred Stock. Said tenth series of No Par Serial Preferred Stock shall consist of 480,000 shares, shall have a stated value of \$25 per share and shall have the relative rights and preferences as follows:

The annual dividend on said tenth series of the Company's No Par Serial Preferred Stock shall be \$1.18 per share.

The date from which dividends on shares of said tenth series of the Company's No Par Serial Preferred Stock shall be cumulative shall be the UP&L Accrual Date. The dates for the payment of dividends on shares of said tenth series of the Company's No Par Serial Preferred Stock shall be the Payment Dates.

The amount to be paid upon redemption of the shares of said tenth series of the Company's No Par Serial Preferred Stock shall be \$26.15 per share, plus unpaid accumulated dividends, if any, to the date of redemption.

In the event of any involuntary liquidation, dissolution or winding up of the Company, said tenth series of the Company's No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock until there shall have been paid, by dividends or distribution on each share of said tenth series of the Company's No Par Serial Preferred Stock, an amount equal to \$25, plus the amount, if any, by which dividends of \$1.18 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

In the event of any voluntary liquidation, dissolution or winding up of the Company, said tenth series of the Company's No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said tenth series of the Company's No Par Serial Preferred Stock, an amount equal to the redemption price applicable to shares of said tenth series of the Company's No Par Serial Preferred Stock, plus the amount, if any, by which dividends of \$1.18 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

The holders of shares of said tenth series of the Company's No Par Serial Preferred Stock shall have no voting rights except as provided in these Restated Articles of Incorporation and except as otherwise required by law. Whenever holders of shares of said tenth series of the Company's No Par Serial Preferred Stock shall be entitled to vote, every holder, or his legal representative, at the record date for the determination of persons entitled to vote at a meeting of shareholders, shall be entitled to one-quarter (1/4) of a vote for each share of such stock standing in his name on the books of the Company.

The shares of said tenth series of the Company's No Par Serial Preferred Stock, by their terms, shall not be entitled to a sinking fund or purchase fund and shall not be convertible into or exchangeable for shares of any other class or series.

(d) There is hereby created an eleventh series of the Company's No Par Serial Preferred Stock which shall be designated as \$1.16 No Par Serial Preferred Stock. Said eleventh

series of No Par Serial Preferred Stock shall consist of 200,000 shares, shall have a stated value of \$25 per share and shall have the relative rights and preferences as follows:

The annual dividend on said eleventh series of the Company's No Par Serial Preferred Stock shall be \$1.16 per share.

The date from which dividends on shares of said eleventh series of the Company's No Par Serial Preferred Stock shall be cumulative shall be the UP&L Accrual Date. The dates for the payment of dividends on shares of said eleventh series of the Company's No Par Serial Preferred Stock shall be the Payment Dates.

The amount to be paid upon redemption of the shares of said eleventh series of the Company's No Par Serial Preferred Stock shall be \$26.11 per share, plus unpaid accumulated dividends, if any, to the date of redemption.

In the event of any involuntary liquidation, dissolution or winding up of the Company, said eleventh series of the Company's No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock until there shall have been paid, by dividends or distribution on each share of said eleventh series of the Company's No Par Serial Preferred Stock, an amount equal to \$25, plus the amount, if any, by which dividends of \$1.16 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

In the event of any voluntary liquidation, dissolution or winding up of the Company, said eleventh series of the Company's No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall

have been paid, by dividends or distribution on each share of said eleventh series of the Company's No Par Serial Preferred Stock, an amount equal to the redemption price applicable to shares of said eleventh series of the Company's No Par Serial Preferred Stock, plus the amount, if any, by which dividends of \$1.16 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

The holders of shares of said eleventh series of the Company's No Par Serial Preferred Stock shall have no voting rights except as provided in these Restated Articles of Incorporation and except as otherwise required by law. Whenever holders of shares of said eleventh series of the Company's No Par Serial Preferred Stock shall be entitled to vote, every holder, or his legal representative, at the record date for the determination of persons entitled to vote at a meeting of shareholders, shall be entitled to one-quarter (1/4) of a vote for each share of such stock standing in his name on the books of the Company.

The shares of said eleventh series of the Company's No Par Serial Preferred Stock, by their terms, shall not be entitled to a sinking fund or purchase fund and shall not be convertible into or exchangeable for shares of any other class or series.

(The twelfth, thirteenth, fourteenth and fifteenth series of the No Par Serial Preferred Stock of PacifiCorp, an Oregon corporation, were redeemed on July 12, 1996, July 12, 1996, July 29, 1996 and December 29, 1992, respectively).

(e) There is hereby created a sixteenth series of the Company's No Par Serial Preferred Stock which shall be designated as \$7.70 No Par Serial Preferred Stock. The amount of the consideration received by the Company fixed as a preference over the Common Stock in

the assets of the Company upon involuntary liquidation and that constitutes the stated value of said sixteenth series of the Company's No Par Serial Preferred Stock is \$100 per share. Said sixteenth series of the Company's No Par Serial Preferred Stock shall consist of 1,000,000 shares and shall have the relative rights and preferences as follows:

The annual dividend on said sixteenth series of the Company's No Par Serial Preferred Stock shall be \$7.70 per share.

The date from which dividends on shares of said sixteenth series of the Company's No Par Serial Preferred Stock shall be cumulative shall be the date of issue of such shares. The dates for the payment of dividends on shares of said sixteenth series of the Company's No Par Serial Preferred Stock shall be the Payment Dates.

The shares of said sixteenth series of the Company's No Par Serial Preferred Stock shall not be subject to redemption at the option of the Company and shall not be subject to any sinking fund.

On August 15, 2001, the Company shall redeem all shares of said sixteenth series of No Par Serial Preferred Stock then outstanding, out of funds legally available therefor, at a redemption price equal to \$100 per share plus unpaid accumulated dividends, if any, to the date of redemption.

In the event of any voluntary liquidation, dissolution or winding up of the Company, said sixteenth series of the Company's No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said sixteenth series of the Company's No Par Serial Preferred Stock, an amount equal to \$100, plus the amount, if any,

by which dividends of \$7.70 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

Every holder of record of shares of said sixteenth series of the Company's No Par Serial Preferred Stock, or his legal representative, at the record date for the determination of persons entitled to vote at a meeting of shareholders, shall be entitled to one vote for each share of such stock standing in his name on the books of the Company.

(f) There is hereby created a seventeenth series of the Company's No Par Serial Preferred Stock, which shall be designated as \$1.98 No Par Serial Preferred Stock, Series 1992. Said seventeenth series of No Par Serial Preferred Stock shall consist of 5,000,000 shares. The amount of the consideration received by the Company fixed as a preference over the Common Stock in the assets of the Company upon involuntary liquidation, dissolution or winding up of the Company and that constitutes the stated value of said seventeenth series of the Company's No Par Serial Preferred Stock is \$25 per share.

The annual dividend on said seventeenth series of the Company's No Par Serial Preferred Stock shall be \$1.98 per share.

The date from which dividends on shares of said seventeenth series of the Company's No Par Serial Preferred Stock shall be cumulative shall be the date of issue of such shares. The dates for the payment of dividends on shares of said seventeenth series of the Company's No Par Serial Preferred Stock shall be the Payment Dates.

The shares of said seventeenth series of the Company's No Par Serial Preferred Stock shall not be redeemable by the Company on or before May 31, 1997. After May 31,



1997, the outstanding shares of said seventeenth series of the Company's No Par Serial Preferred Stock shall be redeemable at the option of the Company, in whole or in part, out of funds legally available therefor, at a redemption price equal to \$25 per share plus unpaid accumulated dividends, if any, to the date of redemption. The shares of said seventeenth series of the Company's No Par Serial Preferred Stock shall not be subject to any sinking fund.

In the event of any voluntary liquidation, dissolution or winding up of the Company, said seventeenth series of the Company's No Par Serial Preferred Stock, *pari passu* with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said seventeenth series of the Company's No Par Serial Preferred Stock, an amount equal to \$25, plus the amount, if any, by which dividends of \$1.98 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

Every holder of record of shares of said seventeenth series of the Company's No Par Serial Preferred Stock, or his legal representative, at the record date for the determination of persons entitled to vote at a meeting of shareholders, shall be entitled to one-quarter vote for each share of such stock standing in his name on the books of the Company.

(g) There is hereby created an eighteenth series of the Company's No Par Serial Preferred Stock, which shall be designated as \$7.48 No Par Serial Preferred Stock. Said eighteenth series of No Par Serial Preferred Stock shall consist of 750,000 shares. The amount of the consideration received by the Company fixed as a preference over the Common Stock in the assets of the Company upon involuntary liquidation, dissolution or winding up of the

Company and that constitutes the stated value of said seventeenth series of the Company's No Par Serial Preferred Stock is \$100 per share.

The annual dividend on said eighteenth series of the Company's No Par Serial Preferred Stock shall be \$7.48 per share.

The date from which dividends on shares of said eighteenth series of the Company's No Par Serial Preferred Stock shall be cumulative shall be the date of issue of such shares. The dates for the payment of dividends on shares of said eighteenth series of the Company's No Par Serial Preferred Stock shall be the Payment Dates.

The shares of said eighteenth series of the Company's No Par Serial Preferred Stock shall not be subject to redemption at the option of the Company, other than as described below.

On June 15, 2007, the Company shall redeem all shares of said eighteenth series of No Par Serial Preferred Stock then outstanding, out of funds legally available therefor, at a redemption price equal to \$100 per share plus unpaid accumulated dividends, if any, to the date of redemption. As a sinking fund for said eighteenth series of No Par Serial Preferred Stock, the Company shall redeem, out of funds legally available therefor, on June 15 of each year, beginning with June 15, 2002 and ending with June 15, 2006, not less than 37,500 shares nor more than 75,000 shares of said eighteenth series of No Par Serial Preferred Stock, in each case at a redemption price equal to \$100 per share plus unpaid accumulated dividends, if any, to the date of redemption; the option to redeem in excess of 37,500 shares of said eighteenth series of No Par Serial Preferred Stock on any June 15 from 2002 through 2006 shall not be cumulative; shares of said eighteenth series of No Par Serial Preferred Stock acquired by the Company otherwise than through operation of the sinking fund may, at the option of the Company, be

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credited against subsequent minimum sinking fund requirements; if the Company shall be prevented, because of restriction or for any other reason, from acquiring or redeeming on any June 15 from 2002 through 2006 the number of shares of said eighteenth series of No Par Serial Preferred Stock that in the absence of such restriction or other reason it would be required to acquire or redeem on such date, the deficit shall be made good on the first succeeding June 15 on which the Company shall not be prevented by such restriction or other reason from acquiring or redeeming shares of said eighteenth series of No Par Serial Preferred Stock. If the Company shall be in arrears in the redemption of shares of said eighteenth series of No Par Serial Preferred Stock, no dividends (other than dividends payable in Common Stock) shall be paid or any other distribution of assets made, by purchase of shares or otherwise, on Common Stock or on any other stock of the Company over which the No Par Serial Preferred Stock has preference as to the payment of dividends or as to assets.

In the event of any voluntary liquidation, dissolution or winding up of the Company, said eighteenth series of the Company's No Par Serial Preferred Stock, pari passu with the other Senior Securities, shall have a preference over the Common Stock, until there shall have been paid, by dividends or distribution on each share of said eighteenth series of the Company's No Par Serial Preferred Stock, an amount equal to \$100, plus the amount, if any, by which dividends of \$7.48 per annum, from and after the date on which dividends on such shares became cumulative to the date of such distribution, exceed the dividends actually paid thereon or declared and set apart for payment thereon.

Every holder of record of shares of said eighteenth series of the Company's No Par Serial Preferred Stock, or his legal representative, at the record date for the determination

of persons entitled to vote at a meeting of shareholders, shall be entitled to one vote for each share of such stock standing in his name on the books of the Company.

(The nineteenth and twentieth series of the No Par Serial Preferred Stock of PacifiCorp, an Oregon corporation, were redeemed on August 9, 1996 and January 25, 1993, respectively).

(8) Subject to the rights of the holders of the Senior Securities, and subordinate thereto (and subject and subordinate to the rights of any class of stock hereafter authorized), the Common Stock alone shall receive all dividends and shares in liquidation, dissolution, winding up or distribution other than those to be paid on shares of Senior Securities as provided in Sections (2) through (7) of this Article.

(9) The Company, by a majority vote of its Board of Directors, may at any time redeem all of said 5% Preferred Stock or may from time to time redeem any part thereof, by paying in cash a redemption price of \$110 per share, plus unpaid accumulated dividends, if any, to the date of redemption; may at any time redeem all or any part of any one or more series of Serial Preferred Stock, other than the 7.00% Serial Preferred Stock and the 6.00% Serial Preferred Stock created at the time of merger of PacifiCorp, a Maine corporation, and Utah Power & Light Company, a Utah corporation, into the Company, by paying in cash a redemption price fixed and determined by resolution of the Board of Directors or pursuant to Section (6) of this Article at the time of creation of each such series, plus unpaid accumulated dividends, if any, to the date of redemption; and may at any time redeem all or any part of any one or more series of No Par Serial Preferred Stock by paying in cash a redemption price fixed and determined by resolution of the Board of Directors or pursuant to Section (7) of this Article at the time of creation of each such series plus unpaid accumulated dividends, if any, to the date of redemption. Notice of the intention of the Company to redeem all or any part of the 5%

Preferred Stock, Serial Preferred Stock or No Par Serial Preferred Stock shall be mailed not less than thirty (30) days nor more than sixty (60) days before the date of redemption to each holder of record of 5% Preferred Stock, Serial Preferred Stock or No Par Serial Preferred Stock to be redeemed, at his post office address as shown by the Company's records or, in lieu of such mailing, not less than thirty (30) days nor more than sixty (60) days' notice of such redemption may be published in such manner as may be prescribed by resolution of the Board of Directors of the Company; and, in the event of such publication, no failure to mail such notice nor any defect therein or in the mailing thereof shall affect the validity of the proceedings for the redemption of any shares of 5% Preferred Stock, Serial Preferred Stock or No Par Serial Preferred Stock so to be redeemed. Contemporaneously with the mailing or the publication of such notice as aforesaid or at any time thereafter prior to the date of redemption, the Company may deposit the aggregate redemption price (or the portion thereof not already paid in the redemption of such 5% Preferred Stock, Serial Preferred Stock or No Par Serial Preferred Stock) with any bank or trust company in the City of New York, New York, or in the City of Portland, Oregon, named in such notice, payable to the order of the record holders of the 5% Preferred Stock, Serial Preferred Stock or No Par Serial Preferred Stock so to be redeemed, on the endorsement and surrender of their certificates, and thereupon said holders shall cease to be shareholders with respect to such shares; and from and after the making of such deposit such holders shall have no interest in or claim against the Company with respect to said shares, but shall be entitled only to receive such moneys from said bank or trust company, with interest, if any, allowed by such bank or trust company, on such moneys deposited as in this Section provided, on endorsement and surrender of their certificates, as aforesaid. Any moneys so deposited, plus interest thereon, if any, and remaining unclaimed at the end of six years from

the date fixed for redemption, if thereafter requested by resolution of the Board of Directors, shall be repaid to the Company, and in the event of such repayment to the Company such holders of record of the shares so redeemed as shall not have made claim against such moneys prior to such repayment to the Company, shall be deemed to be unsecured creditors of the Company for an amount, without interest, equivalent to the amount deposited, plus interest thereon, if any, allowed by such bank or trust company, as above stated, for the redemption of such shares and so paid to the Company. If less than all of the shares of the 5% Preferred Stock or of any series of Serial Preferred Stock or No Par Serial Preferred Stock are to be redeemed, the shares to be redeemed shall be selected by lot, in such manner as the Board of Directors of the Company shall determine, by an independent bank or trust company selected for that purpose by the Board of Directors of the Company. Nothing in this Section contained shall limit any right of the Company to purchase or otherwise acquire any shares of 5% Preferred Stock, Serial Preferred Stock or No Par Serial Preferred Stock.

(10) Except as hereinafter otherwise provided, every holder of record of 5% Preferred Stock, of Serial Preferred Stock or of Common Stock, or his legal representative, at the record date for the determination of persons entitled to vote at a meeting of shareholders, shall be entitled at such meeting to one vote for each share of such stock standing in his name on the books of the Company, and every holder of record of No Par Serial Preferred Stock, or his legal representative, at the record date for the determination of persons entitled to vote at a meeting of shareholders, shall be entitled to such voting rights as shall be fixed and determined for the series of which his share or shares are a part by Section (7) of this Article or the resolution establishing such series.

(11) If and when dividends payable on the Senior Securities shall be in default in an amount equal to four full quarterly payments or more per share, and thereafter until all dividends on the Senior Securities in default shall have been paid, the holders of the Senior Securities, voting separately from the Common Stock as one class, shall be entitled to elect the smallest number of directors necessary to constitute a majority of the full Board of Directors, and the holders of the Common Stock, voting separately from the Senior Securities as a class, shall be entitled to elect the remaining directors of the Company, anything herein and in the Bylaws of the Company to the contrary notwithstanding. The terms of office, as directors, of all persons who may be directors of the Company at the time shall terminate upon the election of a majority of the Board of Directors by the holders of the Senior Securities, except that if the holders of the Common Stock shall not have elected the remaining directors of the Company, then, and only in that event, the directors of the Company in office just prior to the election of a majority of the Board of Directors by the holders of the Senior Securities shall elect the remaining directors of the Company. Thereafter, while such default continues and the majority of the Board is being elected by the holders of Senior Securities, the remaining directors, whether elected by directors, as aforesaid, or whether originally or later elected by holders of the Common Stock, shall continue in office until their successors are elected by holders of the Common Stock and shall qualify.

(12) If and when all dividends then in default on the Senior Securities then outstanding shall be paid (such dividends to be declared and paid out of any funds legally available therefor as soon as reasonably practicable), the holders of the Senior Securities shall be divested of any special right with respect to the election of directors, and the voting power of the holders of Senior Securities and the holders of the Common Stock shall revert to the status existing before

the first dividend payment date on which dividends on the Senior Securities were not paid in full, but always subject to the same provisions for vesting such special rights in the holders of the Senior Securities in the event of further like default or defaults in the payment of dividends thereon. Upon termination of any such special voting right upon payment of all accumulated and defaulted dividends on the Senior Securities, the term of office of all persons who may have been elected directors of the Company by vote of the holders of Senior Securities as one class, pursuant to such special voting right, shall forthwith terminate, and the resulting vacancies shall be filled by the vote of a majority of the remaining directors, and directors so elected shall hold office until their successors are elected and shall qualify.

(13) In the case of any vacancy in the office of a director occurring among the directors elected by the holders of the Senior Securities, voting separately from the Common Stock as one class, the remaining directors elected by the holders of the Senior Securities, by affirmative vote of a majority thereof, or the remaining director so elected if there be but one, may elect a successor or successors to hold office for the unexpired term or terms of the director or directors whose place or places shall be vacant. Likewise, in case of any vacancy in the office of a director occurring among the directors not elected by the holders of the Senior Securities, the remaining directors not elected by the holders of the Senior Securities by affirmative vote of a majority thereof, or the remaining director so elected if there be but one, may elect a successor or successors to hold office for the unexpired term or terms of the director or directors whose place or places shall be vacant.

(14) Whenever the right shall have accrued to the holders of the Senior Securities to elect directors, voting separately from the Common Stock as one class, it shall be the duty of the President, a Vice-President or the Secretary of the Company forthwith to cause notice to be



given to the shareholders entitled to vote at a meeting to be held at such time as the Company's officers may fix, not less than ten (10) nor more than sixty (60) days after the accrual of such right, for the purpose of electing directors. At all meetings of shareholders held for the purpose of electing directors during such time as the holders of the Senior Securities shall have the special right, voting separately from the Common Stock as one class, to elect directors, the presence in person or by proxy of the holders of a majority of the outstanding Common Stock shall be required to constitute a quorum of such class for the election of directors, and the presence in person or by proxy of the holders of a majority in voting rights, of the outstanding Senior Securities shall be required to constitute a quorum of such class for the election of directors; provided, however, that the absence of a quorum of the holders of stock of either such class shall not prevent the election at any such meeting or adjournment thereof of directors by the other class, if the necessary quorum of the holders of stock of such other class is present in person or by proxy at such meeting or any adjournment thereof; and provided further, that in the event a quorum of the holders of the Common Stock is present but a quorum of the holders of the Senior Securities is not present, then the election of the directors elected by the holders of the Common Stock shall not become effective and the directors so elected by the holders of Common Stock shall not assume their offices and duties until the holders of the Senior Securities, with a quorum present, shall have elected the directors they shall be entitled to elect; and provided further, however, that in the absence of a quorum of holders of stock of either class, a majority of the holders of the stock of such class who are present in person or by proxy shall have power to adjourn the election of the directors to be elected by such class from time to time without notice other than announcement at the meeting, until the requisite quorum of holders of such class shall be made present in person or by proxy, but such adjournment shall

not be to a date beyond the date for the mailing of the notice of the next annual meeting of the Company or special meeting in lieu thereof.

(15) So long as any shares of the 5% Preferred Stock are outstanding, the Company shall not, without the consent (given by a vote at a meeting called for that purpose) of the holders of at least two-thirds of the total number of votes entitled to be cast by the shares of the 5% Preferred Stock then outstanding:

(a) create or authorize any new stock ranking prior to the 5% Preferred Stock as to dividends, in liquidation, dissolution, winding up or distribution, or create or authorize any security convertible into shares of any such stock; or

(b) amend, alter, change or repeal any of the express terms of the 5% Preferred Stock then outstanding in a manner substantially prejudicial to the holders thereof.

(16) So long as any shares of Serial Preferred Stock are outstanding, the Company shall not, without the consent (given by a vote at a meeting called for that purpose) of the holders of at least two-thirds of the total number of votes entitled to be cast by the shares of Serial Preferred Stock then outstanding:

(a) create or authorize any new stock ranking prior to such Serial Preferred Stock as to dividends, in liquidation, dissolution, winding up or distribution, or create or authorize any security convertible into shares of any such stock; or

(b) amend, alter, change or repeal any of the express terms of such Serial Preferred Stock then outstanding in a manner substantially prejudicial to the holders thereof.

(17) So long as any shares of No Par Serial Preferred Stock are outstanding, the Company shall not, without consent (given by a vote at a meeting called for that purpose) of the

holders of at least two-thirds of the total number of votes entitled to be cast by the shares of No Par Serial Preferred Stock then outstanding:

(a) create or authorize any new stock ranking prior to such No Par Serial Preferred Stock as to dividends, in liquidation, dissolution, winding up or distribution, or create or authorize any security convertible into shares of any such stock; or

(b) amend, alter, change or repeal any of the express terms of such No Par Serial Preferred Stock then outstanding in a manner substantially prejudicial to the holders thereof.

(18) So long as any shares of the Senior Securities are outstanding, the Company shall not, without the consent (given by vote at a meeting called for that purpose) of the holders of a majority of the total voting power of the Senior Securities then outstanding, voting separately from the Common Stock, as one class:

(a) merge or consolidate with or into any other corporation or corporations; provided, that the provisions of this subparagraph (a) shall not apply to a purchase or other acquisition by the Company of franchises or assets of another corporation in any manner which does not involve a merger or consolidation; or

(b) issue any unsecured notes, debentures or other securities representing unsecured indebtedness, or assume any such unsecured indebtedness, for purposes other than (i) the refunding of outstanding unsecured indebtedness theretofore issued or assumed by the Company, or (ii) the reacquisition, redemption or other retirement of all outstanding shares of the Senior Securities, if immediately after such issue or assumption the total principal amount of all unsecured notes, debentures or other securities representing unsecured indebtedness issued or assumed by the Company, including unsecured indebtedness then to be issued or assumed,

would exceed thirty per centum (30%) of the aggregate of (1) the total principal amount of all bonds or other securities representing secured indebtedness issued or assumed by the Company and then to be outstanding, and (2) the capital and surplus of the Company as then to be stated on the books of account of the Company; or

(c) issue, sell or otherwise dispose of any shares of the Senior Securities or of any other class of stock ranking prior to, or on a parity with, the Senior Securities as to dividends or distributions, unless the net income of the Company determined, after provision for depreciation and all taxes and in accordance with generally accepted accounting practices, to be available for the payment of dividends for a period of twelve (12) consecutive calendar months within the fifteen (15) calendar months immediately preceding the issuance, sale or disposition of such stock, is at least equal to twice the annual dividend requirements on all outstanding shares of the Senior Securities and all other classes of stock ranking prior to, or on a parity with, the Senior Securities as to dividends or distributions, including the shares proposed to be issued, computed, in the case of any such shares on which the dividend rate is subject to adjustment, at the dividend rate then in effect or, if such shares are the shares proposed to be issued, at the dividend rate initially established for such shares, and unless the gross income of the Company for such period, determined in accordance with generally accepted accounting practices (but in any event after deducting the amount for said period charged by the Company on its books to depreciation expense and all taxes) to be available for the payment of interest, shall have been at least one and one-half times the sum of (i) the annual interest charges on all interest bearing indebtedness of the Company and (ii) the annual dividend requirements on all outstanding shares of the Senior Securities and all other classes of stock ranking prior to, or on a parity with, the Senior Securities as to dividends or distributions, including the shares proposed

to be issued, computed, in the case of any such indebtedness or shares on which the interest or dividend rate is subject to adjustment, at the interest or dividend rate then in effect or, if such shares are the shares proposed to be issued, at the dividend rate initially established for such shares; provided, that there shall be excluded from the foregoing computation interest charges on all indebtedness and dividends on all shares of stock which are to be retired in connection with the issue of such additional shares of Senior Securities or other class of stock ranking prior to, or on a parity with, the Senior Securities as to dividends or distributions; and provided further, that in any case where such additional shares of Senior Securities or other class of stock ranking prior to, or on a parity with, the Senior Securities as to dividends or distributions, are to be issued in connection with the acquisition of new property, the net earnings of the property to be so acquired may be included on a pro forma basis in the foregoing computation, computed on the same basis as the net earnings of the Company; or

(d) issue, sell or otherwise dispose of any shares of the Senior Securities, or of any other class of stock ranking prior to, or on a parity with, the Senior Securities as to dividends or distributions, unless the aggregate of the capital of the Company applicable to the Common Stock and the surplus of the Company shall be not less than the aggregate amount payable on the involuntary dissolution, liquidation or winding up of the Company, in respect of all shares of the Senior Securities and all shares of stock, if any, ranking prior thereto, or on a parity therewith, as to dividends or distributions, which will be outstanding after the issue of the shares proposed to be issued; provided, that if, for the purposes of meeting the requirements of this subparagraph (d), it becomes necessary to take into consideration any earned surplus of the Company, the Company shall not thereafter pay any dividends on shares of the Common Stock which would result in reducing the Company's Common Stock equity to an amount less

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than the aggregate amount payable, on dissolution, winding up or involuntary liquidation of the Company, on all shares of the Senior Securities and of any stock ranking prior to, or on a parity with, the Senior Securities as to dividends or other distributions, at the time outstanding.

(19) The Company from time to time may, subject to the limitations or requirements provided above in this Article III, purchase any of its stock outstanding at such price as may be fixed by its Board of Directors or Executive Committee and accepted by the holders of the stock purchased, and may resell any stock so purchased at such price as may be fixed by its Board of Directors or Executive Committee, but in the case the stock so purchased is subject to redemption, the price paid therefor shall not exceed the price at which it is redeemable.

(20) The Company from time to time may, subject to the limitations or requirements provided above in this Article III, issue and sell Common Stock or Preferred Stock of any class then authorized but unissued, bonds, notes or other evidences of indebtedness convertible or not into Common Stock or stock of any other class then authorized but unissued.

(21) No holder of any stock or other securities of the Company now or hereafter authorized shall have any preemptive or other right to subscribe for, purchase or receive any unissued shares, treasury shares, or other shares of any class, whether now or hereafter authorized, or any notes, bonds, debentures, or other securities convertible into, or carrying options or warrants to purchase, shares of any class. The Company may issue and dispose of any of its authorized shares for such consideration as may be fixed by the Board of Directors subject to the laws then applicable.

ARTICLE IV

Meetings of shareholders of the Company may be held at such place, either within or outside the State of Oregon, as shall be designated from time to time by the Board of Directors.

ARTICLE V

(1) The number of directors of the Company shall be not less than nine (9) nor more than twenty-one (21), and within such limits the exact number shall be fixed and increased or decreased from time to time by resolution of the Board of Directors. The directors shall be divided into three classes, as nearly equal in number as possible, with the term of office of the first class ("Class I") to expire at the 1991 annual meeting of shareholders, the term of office of the second class ("Class II") to expire at the 1989 annual meeting of shareholders and the term of office of the third class ("Class III") to expire at the 1990 annual meeting of shareholders. At each annual meeting of shareholders following such initial classification and election, directors elected to succeed those directors whose terms expire shall be elected to serve three-year terms and until their successors are elected and qualified, so that the term of one class of directors will expire each year. When the number of directors is changed within the limits provided herein, any newly created directorships, or any decrease in directorships, shall be so apportioned among the classes as to make all classes as nearly equal as possible, provided that no decrease in the number of directors constituting the Board of Directors shall shorten the term of any incumbent director.

(2) All or any number of the directors of the Company may be removed without cause only at a meeting of shareholders called expressly for that purpose, by the vote of 80 percent of the votes then entitled to be cast for the election of directors. The shareholders may remove

all or any number of directors for cause at a meeting of shareholders called expressly for that purpose by the vote of two-thirds of the votes then entitled to be cast for the election of directors. At any meeting of shareholders at which one or more directors are removed, a majority of the votes then entitled to be cast for the election of directors may fill any vacancy created by such removal. If any vacancy created by removal of a director is not filled by the shareholders at the meeting at which the removal is effected, such vacancy may be filled by a majority vote of the remaining directors.

(3) The provisions of this Article V may not be amended, altered, changed or repealed in any respect unless such action is approved by the affirmative vote of not less than 80 percent of the votes then entitled to be cast for the election of directors.

#### ARTICLE VI

The Company's Bylaws may be amended or repealed or new bylaws may be made: (a) by the affirmative vote of the holders of record of a majority of the outstanding capital stock of the Company entitled to vote thereon, irrespective of class, given at any annual or special meeting of the shareholders; provided that notice of the proposed amendment, repeal or new bylaw or bylaws be included in the notice of such meeting or waiver thereof; or (b) by the affirmative vote of a majority of the entire Board of Directors given at any regular meeting of the Board, or any special meeting thereof; provided that notice of the proposed amendment, repeal or new bylaw or bylaws be included in the notice of such meeting or waiver thereof or all of the directors at the time in office be present at such meeting.

#### ARTICLE VII

(1) Whether or not a vote of shareholders is otherwise required, the affirmative vote of the holders of not less than 80 percent of the outstanding shares of "Voting Stock" (as



hereinafter defined) of the Company shall be required for the approval or authorization of any "Business Transaction" (as hereinafter defined) with any "Related Person" (as hereinafter defined) or any Business Transaction in which a Related Person has an interest (except proportionately as a shareholder of the Company); provided, however, that the 80 percent voting requirement shall not be applicable if either:

(a) The "Continuing Directors" (as hereinafter defined) of the Company by at least a two-thirds vote (i) have expressly approved in advance the acquisition of the outstanding shares of Voting Stock that caused such Related Person to become a Related Person, or (ii) have expressly approved such Business Transaction; or

(b) The cash or fair market value (as determined by at least a majority of the Continuing Directors) of the property, securities or other consideration to be received per share by holders of Voting Stock of the Company (other than the Related Person) in the Business Transaction is not less than the "Highest Purchase Price" or the "Highest Equivalent Price" (as those terms are hereinafter defined) paid by the Related Person involved in the Business Transaction in acquiring any of its holdings of the Company's Voting Stock.

(2) For purposes of this Article VII:

(a) The term "Business Transaction" shall include, without limitation, (i) any merger, consolidation or plan of exchange of the Company, or any entity controlled by or under common control with the Company, with or into any Related Person, or any entity controlled by or under common control with such Related Person, (ii) any merger, consolidation or plan of exchange of a Related Person, or any entity controlled by or under

common control with such Related Person, with or into the Company or any entity controlled by or under common control with the Company, (iii) any sale, lease, exchange, transfer or other disposition (in one transaction or a series of transactions), including without limitation a mortgage or any other security device, of all or any "Substantial Part" (as hereinafter defined) of the property and assets of the Company, or any entity controlled by or under common control with the Company, to a Related Person, or any entity controlled by or under common control with such Related Person, (iv) any purchase, lease, exchange, transfer or other acquisition (in one transaction or a series of transactions), including without limitation a mortgage or any other security device, of all or any Substantial Part of the property and assets of a Related Person or any entity controlled by or under common control with such Related Person, by the Company or any entity controlled by or under common control with the Company, (v) any recapitalization of the Company that would have the effect of increasing the voting power of a Related Person, (vi) the issuance, sale, exchange or other disposition of any securities of the Company, or of any entity controlled by or under common control with the Company, by the Company or by any entity controlled by or under common control with the Company, (vii) any liquidation, spin-off, split-off, split-up or dissolution of the Company, and

(viii) any agreement, contract or other arrangement providing for any of the transactions described in this definition of Business Transaction.

(b) The term "Related Person" shall mean and include (i) any individual, corporation, association, trust, partnership or other person or entity (a "Person") which, together with its "Affiliates" (as hereinafter defined) and "Associates" (as hereinafter defined), "Beneficially Owns" (as defined in Rule 13d-3 of the General Rules and Regulations under the Securities Exchange Act of 1934 as in effect at June 13, 1984) in the aggregate 20 percent or more of the outstanding Voting Stock of the Company, and (ii) any Affiliate or Associate (other than the Company or a subsidiary of the Company of which the Company owns, directly or indirectly, more than 80 percent of the voting stock) of any such Person. Two or more Persons acting in concert for the purpose of acquiring, holding or disposing of Voting Stock of the Company shall be deemed a "Person."

(c) Without limitation, any share of Voting Stock of the Company that any Related Person has the right to acquire at any time (notwithstanding that Rule 13d-3 deems such shares to be beneficially owned only if such right may be exercised within 60 days) pursuant to any agreement, contract, arrangement or understanding, or upon exercise of conversion rights, warrants or

options, or otherwise, shall be deemed to be Beneficially Owned by such Related Person and to be outstanding for purposes of subsection (b) above.

(d) For the purposes of subsection (b) of Section 1 of Article VII, the term "other consideration to be received" shall include, without limitation, Common Stock or other capital stock of the Company retained by its existing shareholders, other than any Related Person or other Person who is a party to such Business Transaction, in the event of a Business Transaction in which the Company is the survivor.

(e) The term "Voting Stock" shall mean all of the outstanding shares of capital stock of the Company entitled to vote generally in the election of directors, considered as one class, and each reference to a proportion of shares of Voting Stock shall refer to such proportion of the votes entitled to be cast by such shares.

(f) The term "Continuing Director" shall mean a director of the Company who became a director on the effective date of the merger of PacifiCorp, a Maine corporation, and Utah Power & Light Company, a Utah corporation, into the Company, provided that any person becoming a director subsequent to such date whose election, or nomination for election, by the Company's

shareholders was approved by a vote of at least a majority of the Continuing Directors shall be considered a Continuing Director.

(g) A Related Person shall be deemed to have acquired a share of the Voting Stock of the Company at the time when such Related Person became the Beneficial Owner thereof. With respect to the shares owned by Affiliates, Associates or other Persons whose ownership is attributed to a Related Person under the foregoing definition of Related Person, if the price paid by such Related Person for such shares is not determinable by a majority of the Continuing Directors, the price so paid shall be deemed to be the higher of (i) the price paid upon the acquisition thereof by the Affiliate, Associate or other Person or (ii) the market price of the shares in question at the time when such Related Person became the Beneficial Owner thereof.

(h) The terms "Highest Purchase Price" and "Highest Equivalent Price" as used in this Article VII shall mean the following: If there is only one class of capital stock of the Company issued and outstanding, the Highest Purchase Price shall mean the highest price that can be determined to have been paid at any time by the Related Person involved in the Business Transaction for any share or shares of that class of capital stock. If there is more than one class of capital stock of the Company issued and outstanding, the Highest Equivalent Price shall mean,

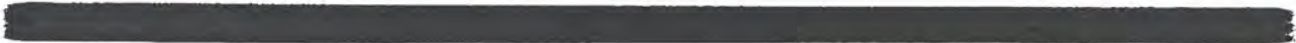
with respect to each class and series of capital stock of the Company, the amount determined by a majority of the Continuing Directors, on whatever basis they believe is appropriate, to be the highest per share price equivalent to the highest price that can be determined to have been paid at any time by the Related Person for any share or shares of any class or series of capital stock of the Company. The Highest Purchase Price and the Highest Equivalent Price shall include any brokerage commissions, transfer taxes and soliciting dealers' fees paid by a Related Person with respect to the shares of capital stock of the Company acquired by such Related Person. In the case of any Business Transaction with a Related Person, the Continuing Directors shall determine the Highest Purchase Price or the Highest Equivalent Price for each class and series of the capital stock of the Company. The Highest Purchase Price and Highest Equivalent Price shall be appropriately adjusted to reflect the occurrence of any reclassification, recapitalization, stock split, reverse stock split or other readjustment in the number of outstanding shares of capital stock of the Company, or the declaration of a stock dividend thereon, between the last date upon which the Related Party paid the Highest Purchase Price or Highest Equivalent Price and the effective date of the merger or consolidation or the date of distribution to shareholders of the

Company of the proceeds from the sale of all or substantially all of the assets of the Company.

(ii) The term "Substantial Part" shall mean 10 percent or more of the fair market value of the total assets of the Person in question, as reflected on the most recent balance sheet of such Person existing at the time the shareholders of the Company would be required to approve or authorize the Business Transaction involving the assets constituting any such Substantial Part.

(j) The term "Affiliate," used to indicate a relationship with a specified Person, shall mean a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified.

(k) The term "Associate," used to indicate a relationship with a specified Person, shall mean (i) any entity of which such specified Person is an officer or partner or is, directly or indirectly, the beneficial owner of 10 percent or more of any class of equity securities, (ii) any trust or other estate in which such specified Person has a substantial beneficial interest or as to which such specified Person serves as trustee or in a similar fiduciary capacity, (iii) any relative or spouse of such specified Person, or any relative of such spouse, who has the same home as



such specified Person or who is a director or officer of the Company or any of its subsidiaries, and (iv) any Person who is a director or officer of such specified Person or any of its parents or subsidiaries (other than the Company or an entity controlled by or under common control with the Company).

(1) The term "Subsidiary," when used to indicate a relationship with a specified Person, shall mean an Affiliate controlled by such Person directly, or indirectly through one or more intermediaries.

(3) For the purposes of this Article VII, a majority of the Continuing Directors shall have the power to make a good faith determination, on the basis of information known to them, of: (a) the number of shares of Voting Stock that any Person Beneficially Owns, (b) whether a Person is an Affiliate or Associate of another, (c) whether a Person has an agreement, contract, arrangement or understanding with another as to the matters referred to in subsection (2)(a)(viii) or (2)(c) hereof, (d) whether the assets subject to any Business Transaction constitute a Substantial Part, (e) whether any Business Transaction is one in which a Related Person has an interest (except proportionately as a shareholder of the Company), and (f) such other matters with respect to which a determination is required under this Article VII.

(4) The provisions set forth in this Article VII may not be amended, altered, changed or repealed in any respect unless such action is approved by the affirmative vote of the holders of not less than 80 percent of the outstanding shares of Voting Stock of the Company.



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ARTICLE VIII

The Company shall indemnify to the fullest extent not prohibited by law any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Company) by reason of the fact that the person is or was a director, officer, employee or agent of the Company or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Company, or serves or served at the request of the Company as a director, officer, employee or agent, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise. The Company shall pay for or reimburse the reasonable expenses incurred by any such person in any such proceeding in advance of the final disposition of the proceeding to the fullest extent not prohibited by law. This Article shall not be deemed exclusive of any other provisions for indemnification or advancement of expenses of directors, officers, employees, agents and fiduciaries that may be included in any statute, bylaw, agreement, general or specific action of the Board of Directors, vote of shareholders or otherwise.

ARTICLE IX

No director of the Company shall be personally liable to the Company or its shareholders for monetary damages for conduct as a director; provided that this Article IX shall not eliminate the liability of a director for any act or omission for which such elimination of liability is not permitted under the Oregon Business Corporation Act. No amendment to the Oregon Business Corporation Act that further limits the acts or omissions for which elimination

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of liability is permitted shall affect the liability of a director for any act or omission which occurs prior to the effective date of such amendment.

**ELEVENTH AMENDED AND RESTATED BYLAWS**  
**OF**  
**PORTLAND GENERAL ELECTRIC COMPANY**

**An Oregon Corporation**

**Amended and Restated February 13, 2019**

## **ELEVENTH AMENDED AND RESTATED BYLAWS**

### **OF**

## **PORTLAND GENERAL ELECTRIC COMPANY (An Oregon corporation)**

### **ARTICLE I OFFICES**

1.1 Registered Office. The registered office of the corporation required by the Oregon Business Corporation Act (the "Act") to be maintained in the State of Oregon shall be the office of the General Counsel, Portland General Electric Company, 121 SW Salmon Street, Portland, Oregon 97204, or such other office as may be designated from time to time by the Board of Directors in the manner provided by law.

1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Oregon as the Board of Directors may from time to time determine or the business of the corporation may require.

### **ARTICLE II SHAREHOLDERS**

2.1 Annual Meeting. The annual meeting of the shareholders shall be held on the date and at the time as fixed by the Board of Directors and stated in the notice of the meeting.

2.2 Special Meetings. Special meetings of the shareholders may be called by the Chairman of the Board, the Chief Executive Officer, the President or by the Board of Directors.

2.3 Place of Meetings. Meetings of the shareholders shall be held at the principal business office of the corporation or at such other places within or without the State of Oregon as may be determined by the Board of Directors. The Board of Directors may determine that a meeting of the shareholders shall not be held at any place but shall instead be held solely by means of remote communication.

2.4 Notice of Meetings. Written notices stating the date, time and place of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed to each shareholder

entitled to vote at the meeting at the shareholder's address shown in the corporation's current record of shareholders, with postage thereon pre-paid, not less than 10 nor more than 60 days before the date of the meeting and to nonvoting shareholders as required by law. Any previously scheduled meeting of the shareholders called by or at the direction of Board of Directors may be postponed, and (unless the Articles of Incorporation or applicable law otherwise provide) any such meeting of the shareholders may be cancelled, by resolution of the Board of Directors upon public notice given prior to the date previously scheduled for such meeting of shareholders.

2.5 Waiver of Notice. A shareholder may at any time waive any notice required by law, the Articles of Incorporation or these Bylaws. The waiver must be in writing, be signed by the shareholder entitled to the notice and be delivered to the corporation for inclusion in the minutes for filing with the corporate records. A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. The shareholder's attendance also waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

2.6 Record Date.

(a) For the purpose of determining shareholders entitled to notice of a shareholders' meeting or to vote or to take any other action at such meeting, the Board of Directors of the corporation may fix a future date as the record date for any such determination of shareholders, such date in any case to be not more than 70 days nor less than ten days before the meeting. The record date shall be the same for all voting groups.

(b) A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

(c) If a court orders a meeting adjourned to a date more than 120 days after the date fixed for the original meeting, it may provide that the original record date continue in effect or it may fix a new record date.

(d) For the purpose of determining shareholders entitled to take action without a meeting under Section 2.15, the Board of Directors of the corporation may fix a future date as the record date for such determination,

such date in any case not to precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which date shall not be more than ten days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. Any shareholder of record seeking to have the shareholders authorize or take corporate action without a meeting shall, by written notice to the Secretary of the corporation, request the Board of Directors to fix a record date. The Board of Directors shall promptly, but in all events within ten days after the date on which such a request is received, adopt a resolution fixing the record date. If no record date has been fixed by the Board of Directors within ten days of the date on which such a request is received, the record date for determining shareholders entitled to take action without a meeting, when no prior action by the Board of Directors is required by applicable law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Secretary of the corporation by delivery to the corporation's principal place of business. If no record date has been fixed by the Board of Directors and prior action by the Board of Directors is required by applicable law, the record date for determining shareholders entitled to take action without a meeting shall be at the close of business on the date on which the Board of Directors adopts the resolution taking such prior action.

2.7 Shareholders' List for Meeting. After a record date for a meeting is fixed, the corporation shall prepare an alphabetical list of the names of all its shareholders entitled to notice of a shareholders' meeting. The list must be arranged by voting group and within each voting group by class or series of shares and show the address of and number of shares held by each shareholder. The shareholders' list must be available for inspection by any shareholder, beginning two business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. The corporation shall make the shareholders' list available at the meeting, and any shareholder or the shareholder's agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the shareholders' list does not affect the validity of action taken at the meeting.

2.8 Quorum; Adjournment. Shares entitled to vote may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. A majority of the votes entitled to be cast on the matter constitutes a quorum for action on that matter. If, however, such quorum is not present or represented at any meeting of the shareholders, then either: (i) the chairman of the meeting, or (ii) the shareholders by the vote of the holders of a majority of votes present in person or represented by proxy at the meeting, shall have

power to adjourn the meeting to a different time and place without further notice to any shareholder of any adjournment except that notice is required if a new record date is or must be set for the new meeting. At such adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting originally held. Once a share is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is set for the adjourned meeting.

2.9 Voting Requirements. If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast by the shares entitled to vote favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law or the Articles of Incorporation. Except as otherwise provided under the Articles of Incorporation and applicable law, in any election of directors at a shareholders' meeting at which a quorum is present, each director shall be elected if the number of votes cast "for" the director exceeds the number of votes cast "against" the director; provided, however, that directors shall be elected by a plurality of the votes cast at any shareholders' meeting for which the Secretary determines that the number of nominees exceeds the number of directors to be elected as of the date seven days prior to the scheduled mailing date of the proxy statement for such meeting. Except as provided in the Act, or unless the Articles of Incorporation provide otherwise, each outstanding share is entitled to one vote on each matter voted on at a shareholders' meeting. Unless otherwise provided in the Articles of Incorporation, cumulative voting for the election of directors shall be prohibited.

2.10 Proxies.

(a) A shareholder may vote shares in person or by proxy by signing an appointment, either personally or by the shareholder's designated officer, director, employee, agent, or attorney-in-fact. An appointment of a proxy shall be effective when received by the Secretary or other officer of the corporation authorized to tabulate votes. An appointment is valid for 11 months unless a longer period is expressly provided for in the appointment form. An appointment is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest that has not been extinguished.

(b) The death or incapacity of the shareholder appointing a proxy shall not affect the right of the corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer authorized to tabulate votes before the proxy exercises the proxy's authority under the appointment.

2.11 Organization. Meetings of shareholders shall be presided over by the Chairman of the Board, or in his or her absence by the Vice Chairman of the Board of Directors, if any, or in his or her absence by the Chief Executive Officer, or in his or her absence by the President. The Secretary, or in his or her absence, an Assistant Secretary, or, in the absence of the Secretary and all Assistant Secretaries, a person whom the chairman of the meeting shall appoint shall act as secretary of the meeting and keep a record of the proceedings thereof.

The Board of Directors of the corporation shall be entitled to make such rules or regulations for the conduct of meetings of shareholders as it shall deem necessary, appropriate or convenient. Subject to such rules and regulations of the Board of Directors, if any, the chairman of the meeting shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are necessary, appropriate or convenient for the proper conduct of the meeting, including, without limitation, establishing an agenda or order of business for the meeting, rules and procedures for maintaining order at the meeting and the safety of those present, limitations on participation in such meeting to shareholders of record of the corporation and their duly authorized and constituted proxies, and such other persons as the chairman shall permit, restrictions on entry to the meeting after the time fixed for the commencement thereof, limitations on the time allotted to questions or comments by participants, and regulation of the opening and closing of the polls for balloting and matters which are to be voted on by ballot. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of shareholders shall not be required to be held in accordance with rules of parliamentary procedure.

2.12 Inspectors of Election. Before any meeting of shareholders, the Board of Directors shall appoint one or more inspectors of election to act at the meeting or its adjournment. If any person appointed as inspector fails to appear or fails or refuses to act, then the chairman of the meeting may, and upon the request of any shareholder or a shareholder's proxy shall, appoint a person to fill that vacancy.

Such inspectors shall:

- (a) determine the number of shares outstanding and the voting power of each, the number of shares represented at the meeting, the existence of a quorum, and the authenticity and validity of proxies and ballots;
- (b) receive votes, ballots or consents;



- (c) hear and determine all challenges and questions in any way arising in connection with the right to vote;
- (d) count and tabulate all votes or consents;
- (e) determine the result; and
- (f) do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

The inspector(s) of election shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical. If there is more than one (1) inspector of election, the decision, act or certificate of a majority is effective in all respects as the decision, act or certificate of all. Any report or certificate made by the inspectors of election is prima facie evidence of the facts stated therein.

#### 2.13 Business to be Brought before Annual Shareholder Meeting.

(a) Only such business (other than nominations for election to the Board of Directors, which must comply with the provisions of Section 2.14) may be transacted at an annual meeting of shareholders as is either (i) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (ii) otherwise properly brought before the meeting by or at the direction of the Board of Directors (or any duly authorized committee thereof), or (iii) otherwise properly brought before the meeting by any shareholder of the corporation (A) who is a shareholder of record on the date of the giving of notice provided for in this Section 2.13 and on the record date for the determination of shareholders entitled to vote at such meeting and (B) who complies with the notice procedures in this Section 2.13.

(b) In addition to any other applicable requirements, for business to be properly brought before an annual meeting of shareholders by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary of the corporation.

(c) To be timely, a shareholder's notice must be delivered to or mailed and received at the principal executive offices of the corporation, not less than one hundred twenty (120) days nor more than one hundred fifty (150) days prior to the first anniversary of the date of the prior year's annual meeting of shareholders; provided, however, that in the event that the annual meeting is called for a date that is not within twenty-five (25) days before or after the

first anniversary of the date of the prior year's annual meeting of shareholders, notice by the shareholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which notice of the date of the annual meeting was mailed or public disclosure of the date of the annual meeting was made, whichever first occurs. In no event shall the adjournment or postponement of an annual meeting, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a shareholder's notice as described above.

(d) To be in proper written form, a shareholder's notice to the Secretary must set forth the following information: (i) as to each matter such shareholder proposes to bring before the annual meeting, a brief description of the business desired to be brought before the annual meeting and the proposed text of any proposal regarding such business (including the text of any resolutions proposed for consideration and, if such business includes a proposal to amend these bylaws, the text of the proposed amendment), and the reasons for conducting such business at the annual meeting, and (ii) as to the shareholder giving notice and the beneficial owner, if any, on whose behalf the proposal is being made, (A) the name and address of such person, (B)(I) the class or series and number of shares of capital stock of the corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (II) the name of each nominee holder of shares of all shares of stock of the corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of such shares of stock of the corporation held by each such nominee holder, (III) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the corporation and (IV) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the corporation, (C) a description of all agreements, arrangements or understandings (whether written or oral) between or among such person, or any affiliates or associates of such person, and any other person or persons (including their names) in connection with or relating to (I) the corporation or (II) the proposal, including any material interest in, or anticipated benefit from, the proposal to such person, or any affiliates or associates of such person, (D) a

representation that the shareholder giving notice intends to appear in person or by proxy at the annual meeting to bring such business before the meeting, and (E) any other information relating to such person that would be required to be disclosed in a proxy statement or other filing required to be made in connection with the solicitation of proxies by such person with respect to the proposed business to be brought by such person before the annual meeting pursuant to Section 14 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder.

(e) A shareholder providing notice of business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.13 shall be true and correct as of the record date for determining the shareholders entitled to receive notice of the annual meeting and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the corporation not later than five business days after the record date for determining the shareholders entitled to receive notice of the annual meeting.

(f) No business shall be conducted at any annual meeting of shareholders except business brought before such meeting in accordance with the procedures set forth in this Section 2.13; provided, however, that unless limited by the procedural rules adopted by the meeting or established by the presiding officer, once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 2.13 shall be deemed to preclude discussion by any shareholder of any such business. If the presiding officer of an annual meeting determines that business was not properly brought before such meeting in accordance with the procedures in this Section 2.13, the presiding officer shall declare to the meeting that the business was not properly brought before the meeting and such business shall not be transacted.

(g) Nothing contained in this Section 2.13 shall be deemed to affect any rights of shareholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act (or any successor provision of law).

#### 2.14 Nomination of Directors.

(a) Only persons who are nominated in accordance with the procedures in this Section 2.14 shall be eligible for election as directors of the corporation, except as may be otherwise provided in the articles of incorporation with respect to the right of holders of preferred stock of the

corporation to nominate and elect a specified number of directors in certain circumstances. Nominations of persons for election to the Board of Directors may be made at any annual meeting of shareholders, or any special meeting of shareholders called for the purpose of electing directors, (i) by or at the direction of the Board of Directors or (ii) by any shareholder of the corporation (A) who is a shareholder of record on the date of the giving of notice provided for in this Section 2.14 and on the record date for the determination of shareholders entitled to vote at such meeting and (B) who complies with the notice procedures in this Section 2.14. In addition to any other applicable requirements, for a nomination to be made by a shareholder, such shareholder must have given timely notice thereof in proper written form to the Secretary.

(b) To be timely, a shareholder's notice must be delivered to or mailed and received at the principal executive offices of the corporation (i) in the case of an annual meeting, not less than one hundred twenty (120) days nor more than one hundred fifty (150) days prior to the first anniversary of the date of the prior year's annual meeting of shareholders; provided, however, that in the event that the annual meeting is called for a date that is not within twenty-five (25) days before or after the first anniversary of the date of the prior year's annual meeting of shareholders, notice by the shareholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which notice of the date of the annual meeting was mailed or public disclosure of the date of the annual meeting was made, whichever first occurs; and (ii) in the case of a special meeting of shareholders called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which notice of the date of such special meeting was mailed or public disclosure of the date of such special meeting was made, whichever first occurs. In no event shall the adjournment or postponement of any annual meeting or special meeting called for the purpose of electing directors, or the public announcement of such an adjournment or postponement, commence a new time period (or extend any time period) for the giving of a shareholder's notice as described above.

(c) To be in proper written form, a shareholder's notice to the Secretary must set forth the following information: (i) as to each person whom the shareholder proposes to nominate for election as a director (A) the name, age, business address and residence address of such person, (B) the principal occupation or employment of such person, (C)(I) the class or series and number of shares of capital stock of the corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (II) the name of each nominee holder of shares of all shares of stock of the corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of such shares of stock of the corporation held by each such nominee holder, (III) whether and the

extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the corporation and (IV) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the corporation, (D) such person's written representation and agreement that such person (I) is not or will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the corporation, will act or vote on any issue or question, (II) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with the service or action as a director of the corporation that has not been disclosed to the corporation in such representation and agreement and (III) in such person's individual capacity, would be in compliance, if elected as a director of the corporation, and will comply with, all applicable publicly disclosed confidentiality, corporation governance, conflict of interest, Regulation FD, code of conduct and ethics, and stock ownership and trading policies and guidelines of the corporation, and (E) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act, and the rules and regulations promulgated thereunder; and (ii) as to the shareholder giving the notice, and the beneficial owner, if any, on whose behalf the nomination is being made, (A) the name and record address of the shareholder giving the notice and the name and principal place of business of such beneficial owner, (B)(I) the class or series and number of shares of capital stock of the corporation which are owned beneficially or of record by such person and any affiliates or associates of such person, (II) the name of each nominee holder of shares of all shares of stock of the corporation owned beneficially but not of record by such person or any affiliates or associates of such person, and the number of shares of stock of the corporation held by each such nominee holder, (III) whether and the extent to which any derivative instrument, swap, option, warrant, short interest, hedge or profit interest or other transaction has been entered into by or on behalf of such person, or any affiliates or associates of such person, with respect to stock of the corporation

and (IV) whether and the extent to which any other transaction, agreement, arrangement or understanding (including any short position or any borrowing or lending of shares of stock of the corporation) has been made by or on behalf of such person, or any affiliates or associates of such person, the effect or intent of any of the foregoing being to mitigate loss to, or to manage risk or benefit of stock price changes for, such person, or any affiliates or associates of such person, or to increase or decrease the voting power or pecuniary or economic interest of such person, or any affiliates or associates of such person, with respect to stock of the corporation, (C) a description of (I) all agreements, arrangements, or understandings (whether written or oral) between or among such person, or any affiliates or associates of such person, and any proposed nominee, or any affiliates or associates of such proposed nominee, (II) all agreements, arrangements, or understandings (whether written or oral) between or among such person, or any affiliates or associates of such person, and any other person or persons (including their names) pursuant to which the nomination(s) are being made by such person, or otherwise relating to the corporation or their ownership of capital stock of the corporation, and (III) any material interest of such person, or any affiliates or associates of such person, in such nomination, including any anticipated benefit therefrom to such person, or any affiliates or associates of such person, (D) a representation that the shareholder giving notice intends to appear in person or by proxy at the annual meeting to nominate the persons named in the notice and (E) any other information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a signed written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(d) A shareholder providing notice of any nomination proposed to be made at an annual meeting or special meeting shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 2.14 shall be true and correct as of the record date for determining the shareholders entitled to receive notice of the annual meeting or special meeting, and such update and supplement shall be delivered to or be mailed and received by the Secretary at the principal executive offices of the corporation not later than five business days after the record date for determining the shareholders entitled to receive notice of such annual meeting or special meeting.

(e) No person shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth in this Section 2.14. If the presiding officer at a meeting of the shareholders

determines that a nomination was not made in accordance with the procedures set forth in this Section 2.14, the presiding officer shall declare to the meeting that the nomination was defective and such defective nomination shall be disregarded.

2.15 Action Without a Meeting. Except as otherwise provided under the Articles of Incorporation and applicable law, and subject to restrictions on the taking of shareholder action without a meeting under applicable law or the rules of a national securities association or exchange, action required or permitted by law to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by shareholders having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shareholders entitled to vote on the action were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders holding not less than the requisite number of shares required by this Section 2.15 and delivered to the corporation for inclusion in the minutes or filing with the corporate records. No written consent shall be effective to take the action referred to therein unless, within seventy days of the record date for such action, written consents signed by a sufficient number of holders to take action are delivered to the Secretary. Action taken under this Section 2.15 is effective when the consent or consents bearing sufficient signatures are delivered to the corporation, unless the consent or consents specify an earlier or later effective date. If not otherwise determined by law, the record date for determining shareholders entitled to take action without a meeting under this Section 2.15 shall be determined pursuant to Section 2.6. A consent signed under this Section 2.15 has the effect of a meeting vote and may be described as such in any document.

### **ARTICLE III BOARD OF DIRECTORS**

3.1 Duties of Board of Directors. All corporate powers shall be exercised by or under the authority of and the business and affairs of the corporation shall be managed by its Board of Directors. In addition to the powers and authorities these Bylaws expressly confer upon them, the Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not required by the Act, the Articles of Incorporation, or these Bylaws to be exercised or done by the shareholders.

3.2 Number, Election and Qualification. The number of directors of the corporation shall be determined from time to time by the Board of Directors. The Board of Directors may periodically change the number of directors by resolution, provided that no decrease shall have the effect of

shortening the term of any incumbent director. The directors shall hold office until the next annual meeting of shareholders, and until their successors shall have been elected and qualified, until earlier death, resignation or removal or until there is a decrease in the number of directors. Directors need not be residents of the State of Oregon or shareholders of the corporation, except as otherwise required by the Board of Directors.

3.3 Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Oregon, for the holding of additional regular meetings without other notice than the resolution.

3.4 Election of Chairman. At the regular meeting held after the annual meeting of shareholders, or as soon thereafter as is convenient, the Board of Directors shall elect one of its members as Chairman of the Board to serve until his or her successor shall have been elected and qualified, or until earlier death, resignation or removal, or until he or she ceases to be a director. The Chairman of the Board shall not be an officer of the corporation unless so designated by the Board of Directors. The Chairman of the Board shall preside at all meetings of the Board of Directors and shall perform such other duties as may be prescribed from time to time by the Board of Directors. In the absence of the Chairman of the Board at any meeting, the directors then present shall select one member to preside at such meeting.

3.5 Special Meetings. Special meetings of the Board of Directors may be called by a majority of the directors, or at the request of the Chairman of the Board, or, if the Chief Executive Officer is a director, by the Chief Executive Officer, or, if the President is a director, by the President. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Oregon, as the place for holding any special meeting of the Board of Directors called by them.

3.6 Notice. Notice of the date, time and place of any special meetings of the Board of Directors shall be given in any manner reasonably likely to be received at least 24 hours prior to the meeting orally or in writing by mail, telephone, voice mail or any other means provided by law. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.7 Waiver of Notice. A director may at any time waive any notice required by law, the Articles of Incorporation or these Bylaws. A director's



attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

3.8 Quorum; Majority Vote. Unless otherwise set forth in these Bylaws or the Articles of Incorporation, a majority of the number of directors established by the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a greater number is required by law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

3.9 Meeting by Telephone Conference; Action Without Meeting.

(a) Members of the Board of Directors may hold a board meeting by conference telephone or other communications equipment by means of which all persons participating in the meeting can simultaneously hear each other. Participation in such a meeting shall constitute presence in person at the meeting.

(b) Any action that is required or permitted to be taken by the directors at a meeting may be taken without a meeting if one or more written consents setting forth the action so taken shall be signed by each director entitled to vote on the matter. The action shall be effective on the date when the last director signs the consent, unless the consent specifies an earlier or later time. Such consent, which shall have the same effect as a unanimous vote of the directors, shall be filed with the minutes of the corporation.

3.10 Vacancies. Any vacancy, including a vacancy resulting from an increase in the number of directors, occurring on the Board of Directors may be filled by the shareholders, the Board of Directors or the affirmative vote of a majority of the remaining directors if less than a quorum of the Board of Directors or by a sole remaining director. If the vacancy is filled by the shareholders and was held by a director elected by a voting group of shareholders, then only the holders of shares of that voting group are entitled to vote to fill the vacancy. Any vacancy not so filled by the directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A director elected to fill a vacancy shall be elected to serve until the next annual meeting of shareholders and until a successor shall

be elected and qualified. A vacancy that will occur at a specific later date, by reason of a resignation or otherwise, may be filled before the vacancy occurs, and the new director shall take office when the vacancy occurs.

3.11 Compensation. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid such compensation as the Board of Directors from time to time shall determine to be appropriate.

3.12 Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors or a committee of the Board of Directors shall be deemed to have assented to the action taken unless: (a) the director's dissent to, or abstention from, the action is entered in the minutes of the meeting, (b) a written dissent or abstention to the action is filed with the presiding officer of the meeting before the adjournment thereof or forwarded by certified or registered mail to the Secretary of the corporation immediately after the adjournment of the meeting, or (c) the director objects at the beginning of the meeting, or promptly upon arrival, to the holding of the meeting or transacting business at the meeting. The right to dissent or abstention shall not apply to a director who voted in favor of the action.

3.13 Director Conflict of Interest.

(a) A transaction in which a director of the corporation has a direct or indirect interest shall be valid notwithstanding the director's interest in the transaction if: (1) the material facts of the transaction and the director's interest are disclosed or known to the Board of Directors or a committee thereof and it authorizes, approves or ratifies the transaction, (2) the material facts of the transaction and the director's interest are disclosed or known to shareholders entitled to vote and they authorize, approve or ratify the transaction, or (3) the transaction is fair to the corporation.

(b) For purposes of Section 3.13(a)(1) above, a conflict of interest transaction may be authorized, approved or ratified if it receives the affirmative vote of a majority of directors or committee members thereof, who have no direct or indirect interest in the transaction. If such a majority of such members vote to authorize, approve or ratify the transaction, a quorum is present for the purpose of taking action.

(c) For purposes of Section 3.13(a)(1) above, a conflict of interest transaction may be authorized, approved or ratified by a majority vote of shareholders entitled to vote thereon. Shares owned by or voted under the control of a director, or an entity controlled by a director, who has a direct or indirect interest in the transaction may be counted in a vote of shareholders to

determine whether to authorize, approve or ratify a conflict of interest transaction under Section 3.13(a)(1) above.

(d) A director has an indirect interest in a transaction if another entity in which the director has a material financial interest or in which the director is a general partner is a party to the transaction or another entity of which the director is a director, officer or trustee is a party to the transaction and the transaction is or should be considered by the Board of Directors of the corporation.

3.14 Removal. The shareholders may remove one or more directors with or without cause at a meeting called expressly for that purpose, unless the Articles of Incorporation provide for removal for cause only. A director may be removed only if the number of votes cast to remove a director exceeds the number cast not to remove the director. If a director is elected by a voting group of shareholders, only those shareholders may participate in the vote to remove the director.

3.15 Resignation. Any director may resign by delivering written notice to the Board of Directors, the Chairman of the Board or the Secretary of the corporation. Such resignation shall be effective: (a) on receipt, (b) five days after its deposit in the United States mails, if mailed postpaid and correctly addressed, or (c) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by addressee, unless the notice specifies a later effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Board of Directors.

#### **ARTICLE IV COMMITTEES OF THE BOARD**

4.1 Appointment. Unless the Articles of Incorporation provide otherwise, the Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee shall have one or more members who serve at the pleasure of the Board of Directors. A majority of all directors in office must approve the creation of a committee and the appointment of its members. The Board of Directors shall have the power at any time to increase or decrease the number of members of any committee, to fill vacancies thereon, to change any member thereof and to change the functions or terminate the existence thereof.

4.2 Limitation on Powers of a Committee. A committee shall not have or exercise any power or authority of the Board of Directors prohibited by the Act.

4.3 Conduct of Meetings. Each committee shall conduct its meetings in accordance with the applicable provisions of these Bylaws relating to meetings and action without meetings of the Board of Directors. Each committee shall adopt any further rules regarding its conduct, keep minutes and other records and appoint subcommittees and assistants as it deems appropriate and in accordance with the Act.

4.4 Compensation. By resolution of the Board of Directors, committee members may be paid reasonable compensation for services on committees and their expenses of attending committee meetings.

## **ARTICLE V OFFICERS**

5.1 Number. The Board of Directors shall appoint a Chief Executive Officer, a President and a Secretary, with such powers and duties as set forth in these Bylaws and as prescribed by the Board of Directors. The Board of Directors may appoint such other officers and assistant officers as may be deemed necessary or desirable, with such powers and duties as set forth in these Bylaws and as prescribed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers and may prescribe the powers and duties of officers or assistant officers if such appointment and authority is authorized by the Board of Directors. Any two or more offices may be held by the same person.

5.2 Appointment and Term of Office. The officers of the corporation shall be appointed by the Board of Directors from time to time as determined by the Board of Directors or, if authorized pursuant to Section 5.1 of this Article V, shall be appointed at such time as determined by a duly authorized officer. Each officer shall hold office at the pleasure of the Board of Directors and until a successor shall have been duly appointed and qualified or until the officer's death, resignation or removal in the manner hereinafter provided.

5.3 Qualification. No officer need be a director, shareholder or Oregon resident, except as otherwise required by the Board of Directors.

5.4 Resignation and Removal. An officer may resign at any time by delivering notice to the corporation. A resignation is effective on receipt unless the notice specifies a later effective date. If the corporation accepts a specified later effective date, the Board of Directors may fill the pending vacancy before the effective date but the successor may not take office until the effective date. Once delivered, a notice of resignation is irrevocable unless revocation is permitted by the Board of Directors. Any officer appointed by

the Board of Directors or, as allowed in Section 5.1 of this Article V, by another officer may be removed from the officer position by the Board of Directors at any time with or without cause. Appointment of an officer shall not of itself create contract rights. Removal or resignation of an officer shall not affect the contract rights, if any, of the corporation or the officer.

5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

5.6 Chief Executive Officer. Subject to the control of the Board of Directors, the Chief Executive Officer shall be in general charge of the business and affairs of the corporation and shall have supervision, direction, and control of the officers of the corporation. The Chief Executive Officer shall have such other authority and perform such other duties as may be prescribed by the Board of Directors.

5.7 President. Unless otherwise designated by the Board of Directors, the Chief Executive Officer shall also be the President. The President shall have the authority and perform the duties and responsibilities prescribed by the Board of Directors.

5.8 Secretary. The Secretary shall keep the minutes of all meetings of the directors and shareholders and shall have custody of the minute books and other records pertaining to the corporate business. The Secretary shall have the usual power and authority of such office. The Secretary shall have such other authority and perform such other duties as may be prescribed by the Board of Directors.

## **ARTICLE VI INDEMNIFICATION**

6.1 Directors and Officers. The corporation shall indemnify to the fullest extent not prohibited by applicable law each current or former officer or director who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise (including an action, suit or proceeding by or in the right of the corporation) by reason of the fact that the person is or was acting as a director, officer or agent of the corporation or as a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the corporation, or serves or served at the request of the corporation as a director or officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise. The indemnification specifically provided hereby shall not be deemed exclusive of

any other rights to which such person may be entitled under any bylaw, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in the official capacity of the person indemnified and as to action in another capacity while holding such office.

6.2 Employees and Other Agents. The corporation shall have power to indemnify its employees and other agents as set forth in the Act.

6.3 No Presumption of Bad Faith. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal proceeding, that the person had reasonable cause to believe that the conduct was unlawful.

6.4 Advances of Expenses. The expenses incurred by a director or officer in any proceeding shall be paid by the corporation in advance at the written request of the director or officer, if the director or officer:

(a) furnishes the corporation a written affirmation of such person's good faith belief that such person has met the standard of conduct required by the Act and is entitled to be indemnified by the corporation; and

(b) furnishes the corporation a written undertaking to repay such advance to the extent that it is ultimately determined by a court that such person is not entitled to be indemnified by the corporation. Such advances shall be made without regard to the person's ability to repay such expenses, and without regard to the person's ultimate entitlement to indemnification under this Article VI or otherwise.

6.5 Enforcement. Without the necessity of entering into an express contract, all rights to indemnification and advances under this Article VI shall be deemed to be contractual rights and to be effective to the same extent and as if provided for in a contract between the corporation and the director or officer who serves in such capacity at any time while this Article VI and relevant provisions of the Act and other applicable law, if any, are in effect. Any right to indemnification or advances granted by this Article VI to a director or officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if: (a) the claim for indemnification or advances is denied, in whole or in part, or (b) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting a claim. It shall be a defense to any such action (other than an

action brought to enforce a claim for expenses incurred in connection with any proceeding in advance of its final disposition when the required affirmation and undertaking have been tendered to the corporation) that the claimant has not met the standards of conduct which make it permissible under the Act for the corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directors, independent legal counsel or its shareholders) to have made a determination prior to a commencement of such action that indemnification of the claimant is proper in the circumstances because the claimant has met the applicable standard of conduct set forth in the Act, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel or its shareholders) that the claimant has not met such applicable standard of conduct, shall create a presumption that the claimant has not met the applicable standard of conduct.

6.6 Non-Exclusivity of Rights. The right conferred on any person by this Article VI shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, bylaws, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in the person's official capacity and as to action in another capacity while holding office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent permitted by applicable law.

6.7 Survival of Rights. The right conferred on any person by this Article VI shall continue as to a person who has ceased to be a director, officer, employee or other agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

6.8 Insurance. To the fullest extent permitted by the Act, the corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Article VI.

6.9 Amendments. Any repeal of or modification or amendment to this Article VI shall only be prospective and no repeal or modification hereof shall adversely affect the rights under this Article VI in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the corporation.

6.10 Savings Clause. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, the

corporation shall indemnify each director and officer to the fullest extent permitted by any applicable portion of this Article VI that shall not have been invalidated, or by any other applicable law.

6.11 Certain Definitions. For the purposes of this Article VI, the following definitions shall apply:

(a) The term "proceeding" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement and appeal of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative;

(b) The term "expenses" shall be broadly construed and shall include, without limitation, expense of investigations, judicial or administrative proceedings or appeals, attorneys' fees and disbursements and any expenses of establishing a right to indemnification under Section 6.5 of this Article VI, but shall not include amounts paid in settlement by the indemnified party or the amount of judgments or fines against the indemnified party;

(c) The term "corporation" shall include, in addition to the resulting or surviving corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article VI with respect to the resulting or surviving corporation as the person would have with respect to such constituent corporation if its separate existence had continued;

(d) References to a "director," "officer," "employee," or "agent" of the corporation shall include, without limitation, situations where such person is serving at the request of the corporation as a director, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise; and

(e) References to "other enterprises" shall include employee benefit plans; references to "fines" in the Act shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the corporation" shall include any service as a director, officer, employee or agent of the corporation which



imposes duties on, or involved services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner the person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the corporation" as referred to in this Article VI.

## **ARTICLE VII ISSUANCE OF SHARES**

### 7.1 Certificate for Shares.

(a) Shares of the corporation may be represented by certificates or may be uncertificated. Certificates representing shares of the corporation shall be in such form as shall be determined by the Board of Directors. Such certificates shall be signed, either manually or in facsimile, by two officers of the corporation, at least one of whom shall be the Chief Executive Officer or President and the other of whom shall be the Secretary or an Assistant Secretary and may be sealed with the seal of the corporation or a facsimile thereof. All certificates or shares shall be consecutively numbered or otherwise identified.

(b) Every certificate for shares of stock that are subject to any restriction on transfer pursuant to the Articles of Incorporation, the Bylaws, applicable securities laws, agreements among or between shareholders or any agreement to which the corporation is a party shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction and that the corporation retains a copy of the restriction. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text of the designations, relative rights, preferences and limitations of the shares of each class and series authorized to be issued and the authority of the Board of Directors to determine variations for future series or a statement of the existence of such designations, relative rights, preferences and limitations and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

(c) The name and mailing address of the person to whom the shares represented thereby are issued, with the number of shares and date of issue, shall be entered on the stock transfer books of the corporation. Each shareholder shall have the duty to notify the corporation of his or her mailing address. All certificates surrendered to the corporation for transfer shall be

canceled, and no new certificates shall be issued until a former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the corporation as the Board of Directors prescribes.

7.2 Transfer of Shares. Transfer of shares of the corporation shall be made only on the stock transfer books of the corporation by the holder of record thereof or by the holder's legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed by the corporation to be the owner thereof for all purposes.

7.3 Transfer Agent and Registrar. The Board of Directors may from time to time appoint one or more Transfer Agents and one or more Registrars for the shares of the corporation, with such powers and duties as the Board of Directors determines by resolution. The signature of officers upon a certificate may be facsimiles if the certificate is manually signed on behalf of a Transfer Agent or by a Registrar other than the corporation itself or an employee of the corporation.

7.4 Officer Ceasing to Act. If the person who signed a share certificate, either manually or in facsimile, no longer holds office when the certificate is issued, the certificate is nevertheless valid.

7.5 Fractional Shares. The corporation shall not issue certificates for fractional shares.

## **ARTICLE VIII CONTRACTS, EVIDENCE OF INDEBTEDNESS, CHECKS AND OTHER INSTRUMENTS**

8.1 Contracts. In addition to any authority provided in these Bylaws, the Board of Directors may authorize any officer or officers and agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

8.2 Evidence of Indebtedness. Notwithstanding any other provision of these Bylaws, no indebtedness for borrowed money shall be contracted on behalf of the corporation and no evidence of indebtedness for borrowed money shall be issued in its name unless authorized by the Board of Directors. Such authority may be general or confined to specific instances.

8.3 Checks, Drafts, Etc. Checks, drafts or other orders for the payment of money issued in the name of the corporation shall be signed by such officer or officers and agent or agents of the corporation and in such manner as shall from time to time be determined by the Board of Directors. Such authority may be general or confined to specific instances.

## **ARTICLE IX MISCELLANEOUS PROVISIONS**

9.1 Seal. The seal of the corporation, if any, shall be circular in form and shall have inscribed thereon the name of the corporation and the state of incorporation and the words "Corporate Seal."

9.2 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these Bylaws.

9.3 Signatures. For purposes of any provision of these Bylaws, or any other document or instrument that requires or contemplates the signature of a director, unless otherwise required by law, the terms "signs" or "signed," or any similar term, shall include any manual, facsimile, conformed or electronic signature.

## **ARTICLE X AMENDMENTS**

These Bylaws may be amended or repealed and new Bylaws may be adopted by the Board of Directors or the shareholders of the corporation.

**BYLAWS**  
**of**  
**PACIFICORP**  
**As Amended Effective January 10, 2014**

ARTICLE I

OFFICES

The principal office of the Company in the State of Oregon shall be in the City of Portland, County of Multnomah. The Company may have such other offices, either within or without the State of Oregon, as the Board of Directors may designate or as the business of the Company may, from time to time, require.

ARTICLE II

SHAREHOLDERS

2.1 Annual Meeting. The annual meeting of the shareholders shall be held on the second Wednesday in the month of May in each year, unless a different date is fixed by the Board of Directors, at such time and place as are fixed by the Board of Directors and stated in the notice of the meeting. The failure to hold an annual meeting at the time stated herein shall not affect the validity of any corporate action.

2.2 Special Meetings. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Chairman of the Board, the President or the Board of Directors and shall be called by the Chairman of the Board or the President upon the written demand, describing the purpose or purposes for which the meeting is to be held, signed, dated and delivered to the Company's Secretary, of the holders of not less than one-tenth of all the outstanding votes of the Company entitled to be cast on any issue proposed to be considered at the meeting.

2.3 Place of Meetings. Meetings of the shareholders shall be held at such place, within or without the State of Oregon, as may be designated by the Board of Directors.

2.4 Notice of Meetings. Written or printed notice stating the date, time and place of the meeting and, in the case of a special meeting or where otherwise required by law, the purpose or purposes for which the meeting is called shall be mailed by the Secretary to each shareholder entitled to vote at the meeting, and if required by law, to such additional shareholders as are entitled to receive notice, at the shareholder's address shown in the Company's stock transfer books, with postage thereon prepaid, not less than 10 nor more than 60 days before the date of the meeting.

2.5 Fixing of Record Date. For the purpose of determining shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote or to take any other action, or shareholders entitled to receive payment of any dividend, or in order to make a determination of

shareholders for any other proper purpose, the Board of Directors of the Company may fix a future date as the record date for any such determination of shareholders, such date in any case to be not more than 70 days nor, in the case of a meeting, less than 10 days before the meeting or action requiring a determination of shareholders. The record date for any meeting, vote or other action of the shareholders shall be the same for all voting groups.

2.6 Shareholders' List for Meeting. After a record date for a meeting has been fixed, the Company shall prepare an alphabetical list of the names of all its shareholders entitled to notice of the shareholders' meeting. The list shall be arranged by voting group and within each voting group by class or series of shares and show the address of and number of shares held by each shareholder. The shareholders' list shall be available for inspection by any shareholder, upon proper demand as may be required by law, beginning two business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Company's principal office or at a place identified in the meeting notice in the city where the meeting will be held. The Company shall make the shareholders' list available at the meeting and any shareholder or the shareholder's agent or attorney shall be entitled to inspect the list at any time during the meeting or any adjournment. Refusal or failure to prepare or make available the shareholders' list does not affect the validity of action taken at the meeting.

2.7 Quorum; Adjournment.

(a) Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. A majority of the votes entitled to be cast on the matter by the voting group constitutes a quorum of that voting group for action in that matter.

(b) A majority of votes represented at the meeting, whether or not a quorum, may adjourn the meeting from time to time to a different time and place without further notice to any shareholder of any adjournment, except as may be required by law. At such adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted at the meeting originally held.

(c) Once a share is represented for any purpose at a meeting, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is set for the adjourned meeting. A new record date shall be set if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

2.8 Voting Requirements; Action Without Meeting.

(a) If a quorum exists, action on a matter, other than the election of directors, is approved if the votes cast by the shares entitled to vote favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law or the Company's Restated Articles of Incorporation. If any share of capital stock of the Company is entitled to more or less than one vote on any matter, every reference in these Bylaws to a majority or other proportion of shares shall refer to such a majority or other proportion of votes entitled to be cast.

(b) Action required or permitted by law to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by all the shareholders entitled to vote on the action. The action must be evidenced by one or more written consents describing the action taken, signed by all the shareholders entitled to vote on the action and delivered to the Secretary for inclusion in the minutes or filing with the Company's records. Such action shall not be effective unless, at least 10 days before the action is taken, any non-voting shareholder entitled to notice of the proposed action is given written notice of the proposed action as required by law. Action taken under this section is effective when the last shareholder signs the consent, unless the consent specifies an earlier or later effective date.

2.9 Proxies. A shareholder may vote shares in person or by proxy by signing an appointment. A shareholder may appoint a proxy by signing an appointment form either personally or by the shareholder's attorney-in-fact. An appointment of a proxy shall be effective when received by the Secretary or other officer of the corporation authorized to tabulate votes.

2.10 Notice of Business. At any meeting of the shareholders, only such business shall be conducted as shall have been brought before the meeting (a) by or at the direction of the Board of Directors or (b) by any shareholder of the Company who is a beneficial or record holder at the time of giving of the notice provided for in this Section 2.10, who shall be entitled to vote at such meeting and who complies with the notice procedures set forth in this Section 2.10. For business to be properly brought before a shareholder meeting by a shareholder, the shareholder must have given timely notice thereof in writing to the Secretary. To be timely, a shareholder's notice must be delivered to or mailed and received at the principal executive offices of the Company as follows: (a) for annual meetings, not less than 45 days nor more than 75 days prior to the date in the current year corresponding to the day and month of mailing of the Company's proxy statement for the prior year's annual meeting, and (b) for other meetings, not less than 90 days nor more than 120 days prior to the date of the meeting; provided, however, that in the event that less than 100 days' notice or prior public disclosure of the date of such other meeting is given or made, notice by the shareholder to be timely must be received no later than the close of business on the 10<sup>th</sup> day following the day on which such notice of the date of such other meeting was mailed or such public disclosure was made. A shareholder's notice to the Secretary shall set forth as to each matter the shareholder proposes to bring before the meeting (a) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting, (b) the name and address of the shareholder proposing such business, (c) the class and number of shares of the Company which are beneficially owned by the shareholder and (d) any material interest of the shareholder in such business. If the shareholder is not a shareholder of record at the time of giving the notice, the notice shall be accompanied by appropriate documentation of the shareholder's claim of beneficial ownership. Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at a shareholder meeting except in accordance with the procedures set forth in this Section 2.10. The officer presiding at the meeting shall, if in the officer's opinion the facts warrant, determine and declare to the meeting that business was not properly brought before the meeting in accordance with the provisions of these Bylaws, and if such officer should so determine, such officer shall so declare to the meeting and any such business not properly brought before the meeting shall not be transacted. Notwithstanding the foregoing provisions of this Section 2.10, a shareholder shall also comply with all applicable requirements of the Securities Exchange Act of

1934, as amended, and the rules and regulations thereunder with respect to the matters set forth in this Section 2.10.

2.11 Nomination of Directors. Only persons who are nominated in accordance with the procedures set forth in these Bylaws shall be eligible to serve as directors. Nominations of persons for election to the Board of Directors of the Company may be made at a meeting of shareholders (a) by or at the direction of the Board of Directors or (b) by any shareholder of the Company who is a beneficial or record holder at the time of giving of notice provided for in this Section 2.11, who shall be entitled to vote for the election of directors at the meeting and who complies with the notice procedures set forth in this Section 2.11. Such nominations, other than those made by or at the direction of the Board of Directors, shall be made pursuant to timely notice in writing to the Secretary. To be timely, a shareholder's notice shall be delivered to or mailed and received at the principal executive offices of the Company not less than 60 days nor more than 90 days prior to the meeting; provided, however, that in the event that less than 70 days' notice or prior public disclosure of the date of the meeting is given or made, notice by the shareholder to be timely must be received no later than the close of business on the 10<sup>th</sup> day following the day on which such notice of the date of the meeting was mailed or such public disclosure was made. Such shareholder's notice shall set forth (a) as to each person whom the shareholder proposes to nominate for election or reelection as a director all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected); and (b) as to the shareholder giving the notice (i) the name and address of such shareholder and (ii) the class and number of shares of the Company which are beneficially owned by such shareholder. If the shareholder is not a shareholder of record at the time of giving the notice, the notice shall be accompanied by appropriate documentation of the shareholder's claim of beneficial ownership. At the request of the Board of Directors, any person nominated by the Board of Directors for election as a director shall furnish to the Secretary that information required to be set forth in a shareholder's notice of nomination which pertains to the nominee. No person shall be eligible to serve as a director of the Company unless nominated in accordance with the procedures set forth in this Section 2.11. The officer presiding at the meeting shall, if in the officer's opinion the facts warrant, determine and declare to the meeting that a nomination was not made in accordance with the procedures prescribed by the Bylaws, and if such officer should so determine, such officer shall so declare to the meeting and the defective nomination shall be disregarded. Notwithstanding the foregoing provisions of this Section 2.11, a shareholder shall also comply with all applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder with respect to the matters set forth in this Section 2.11.

2.12 Conduct of Meeting. The officer presiding at any meeting of the shareholders shall have authority to determine the agenda and order of business at the meeting and to adopt such rules and regulations as may be necessary or desirable to promote the fair and efficient conduct of the business of the meeting.

### ARTICLE III

### BOARD OF DIRECTORS

3.1 Duties of Board of Directors; Election. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, its Board of Directors, which shall be divided into three classes, as nearly equal in number as possible, with one class being elected each year. Members of a class shall be elected by the shareholders, by a plurality of the votes cast at the meeting.

3.2 Number, Election and Qualification. The exact number of directors may, within the limits of not less than three (3) nor more than twenty-one (21) set forth in Article VI of the Company's Restated Articles of Incorporation, be fixed and increased or decreased from time to time by resolution of the Board of Directors. Directors shall hold office for a term of three years, and until their successors are elected and qualified or the number of directors is decreased; provided, however, that the term of office of any director shall not extend beyond the regular quarterly meeting of the Board of Directors following the date the director reaches age 70; and, provided further, that the term of any director who is also an employee of the Company shall expire at the date of the employee's retirement as an employee. No reduction in the number of directors shall shorten the term of any incumbent director.

3.3 Regular Meetings. The Board of Directors may provide the time and place, either within or without the State of Oregon, for the holding of regular meetings of the Board of Directors without other notice.

3.4 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the Chairman of the Board, the President or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Oregon, as the place for holding any special meeting of the Board of Directors called by them.

3.5 Notice. Notice of the date, time and place of any special meeting of the Board of Directors shall be given at least 48 hours prior to the meeting by notice communicated in person, by telephone, telegraph, teletype or other form of wire or wireless communication, or by mail or private carrier. If mailed, notice shall be deemed effective when deposited in the United States mail addressed to the director at the director's business address, with postage thereon prepaid. Notice by all other means shall be deemed effective when received by or on behalf of the director. Except as otherwise provided by law or in the Company's Restated Articles of Incorporation, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

3.6 Quorum. One third of the total number of directors fixed in accordance with Section 3.2 of these Bylaws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If less than a quorum is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

3.7 Manner of Acting. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless a different number is provided by law, the Restated Articles of Incorporation or these Bylaws.



3.8 Vacancies. Any vacancy, including a vacancy resulting from an increase in the number of directors, occurring on the Board of Directors may be filled by the shareholders, the Board of Directors or the affirmative vote of a majority of the remaining directors if less than a quorum of the Board of Directors or by a sole remaining director. Any directorship not filled by the directors shall be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose; if the vacant office was held by a director elected by a voting group of shareholders, then only the holders of shares of that voting group are entitled to vote to fill the vacancy. A director elected to fill a vacancy shall be elected to serve until the next meeting of shareholders at which directors are elected and shall continue to serve until a successor shall be elected and qualified or there is a decrease in the number of directors. A vacancy that will occur at a specific later date, by reason of a resignation or otherwise, may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

3.9 Compensation. By resolution of the Board of Directors, the directors may be paid a reasonable compensation for their services as directors, and their expenses, if any, of attendance at each meeting of the Board of Directors; provided, that no director who is also a full-time officer or employee of the Company shall receive additional compensation as a director. No such payment shall preclude any director from serving the Company in any other capacity and receiving compensation therefor.

3.10 Presumption of Assent. A director of the Company who is present at a meeting of the Board of Directors or a committee of the Board of Directors shall be deemed to have assented to the action taken unless (a) the director's dissent or abstention from the action is entered in the minutes of the meeting, (b) the director delivers a written notice of dissent or abstention to the action to the presiding officer of the meeting before the adjournment thereof or to the Company immediately after the adjournment of the meeting or (c) the director objects at the beginning of the meeting or promptly upon the director's arrival to the holding of the meeting or transacting business at the meeting. The right to dissent or abstain shall not apply to a director who voted in favor of the action.

3.11 Executive Committee. The Board of Directors, as soon as may be after its election in each year, shall by resolution adopted by a majority of all the Directors in office when the action is taken, designate from among its members an Executive Committee to consist of the officer designated as Chief Executive Officer and two or more other directors. Such Committee shall have and may exercise all of the powers of the Board during the intervals between its meetings which may be lawfully delegated, subject to such limitations as may be provided by resolution of the Board. The Board shall have the power at any time to change the membership of such Committee and to fill vacancies in it. The Executive Committee may make rules for the conduct of its business and may appoint such committees and assistants as it may deem necessary. A majority of the members of such Committee shall be a quorum. The Executive Committee shall elect one of its members as chairman.

3.12 Other Committees. The Board of Directors, by resolution adopted by a majority of all the Directors in office when the action is taken, from time to time may establish, fix the membership, define the duties and appoint the members of each of such other committees of the

Board of Directors as it shall determine. One-third of the members of each such other committee, but in no case fewer than two directors, shall be a quorum of the committee.

## ARTICLE III – A

### SPECIAL NUCLEAR COMMITTEE

3A.1 Establishment of Committee; Membership. The Board of Directors shall establish a Special Nuclear Committee. The members of the Special Nuclear Committee shall be elected by the Board of Directors from their number. The membership of the Special Nuclear Committee shall consist of three directors, or such larger number as the Board of Directors, from time to time, shall determine. No director may serve on the Special Nuclear Committee unless such director is a citizen of the United States of America. A majority of the members of the Special Nuclear Committee shall at all times be made up of directors (“Independent Directors”) who are not current or former employees of the Company or of any other affiliated entity (a) that owns, directly or indirectly through one or more subsidiaries, a majority of the outstanding capital stock of the Company, (b) a majority of the outstanding equity securities of which is owned, directly or indirectly through one or more subsidiaries, by the Company, or (c) a majority of the outstanding equity securities of which is owned, directly or indirectly through one or more subsidiaries, by any entity referred to in clause (a) of this paragraph 3A.1.

3A.2 Term; Removal. Each member of the Special Nuclear Committee shall serve for a term commencing on the date of election to the Special Nuclear Committee and ending when such member’s term as a director expires. During any director’s term as a member of the Special Nuclear Committee, such member shall not be removed except for willful and continued failure by such member to substantially perform his or her duties to the Company in accordance with these bylaws, or such member’s conviction of fraud, embezzlement, theft or other criminal conduct involving a felony.

3A.3 Regular Meetings. Regular meetings of the Special Nuclear Committee may be held at such places and at such times as the members of the Special Nuclear Committee may by vote from time to time determine, and if so determined, no notice thereof need be given.

3A.4 Special Meetings. Special meetings of the Special Nuclear Committee may be held at any time and at any place when called by two or more members of the Special Nuclear Committee, reasonable notice thereof being given to each member of the Special Nuclear Committee, or at any time without call or formal notice, provided all the members of the Special Nuclear Committee are present or waive notice thereof by a writing which is filed with the records of the meeting. In any case it shall be deemed sufficient notice to a member of the Special Nuclear Committee to send notice by mail or telegram at least forty-eight hours before the meeting addressed to such member at his or her usual or last known business or residence address.

3A.5 Quorum. A majority of the members of the Special Nuclear Committee shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. Except as otherwise provided, when a quorum is present at any meeting, a majority of the members in attendance there at shall decide any question brought before such meeting.

3A.6 Vacancies. If the office of any member of the Special Nuclear Committee, one or

more, elected by the Board of Directors pursuant to 3A.1 of this Article III-A, becomes vacant by reason of death, resignation, removal, disqualification or otherwise, the Board of Directors shall choose a successor or successors from among the members of the Board of Directors who are citizens of the United States of America, who shall hold office for the unexpired term. Such successors shall be chosen in such a manner to ensure that, after giving effect to their selection, a majority of the members of the Special Nuclear Committee are Independent Directors, as such term is defined in 3A.1 of this Article III-A.

3A.7 Nuclear Authority Delegated to Special Nuclear Committee. Except as otherwise provided in 3A.8 of this Article III-A, the Special Nuclear Committee shall have sole discretion and decision-making authority on behalf of the Company as to all matters involving any interests that the Company may hold, now or in the future, in any nuclear power facility, whether such ownership interest is direct or indirect. Without limiting the generality of the foregoing, the Special Nuclear Committee shall, except as otherwise provided in 3A.8 of this Article III-A, have sole decision-making authority with respect to all matters relating to the operation, maintenance, contribution of capital, decommissioning, and fuel cycle matters with respect to all such nuclear power facilities. The Special Nuclear Committee shall report to the Board of Directors on a quarterly basis with respect to its activities, but such reports shall be for informational purposes only, and any powers that the Board of Directors generally might otherwise have with respect to any such matters are, except as otherwise provided in this Article III-A, permanently and irrevocably delegated to the Special Nuclear Committee.

3A.8 Certain Decisions Reserved to Board of Directors. Notwithstanding 3A.7 of this Article III-A, after consultation with the Special Nuclear Committee, the Board of Directors shall have, with respect to any nuclear power facility in which the Company has a direct or indirect interest, the following rights:

- (a) The right to determine to sell, lease or otherwise dispose of the Company's interest in any such facility;
- (b) The right to authorize and determine the budget related to the facility; and
- (c) The right to take any action with respect to any such nuclear facility that is ordered by the Special Nuclear Committee or any other governmental agency or court of competent jurisdiction.

3A.9 Access to Restricted Information. To the extent that the Company, by virtue of its ownership of any direct or indirect interest in any nuclear power facility, obtains any so-called "Restricted Data" as to which access is restricted pursuant to the provisions of the Atomic Energy Act of 1954, as amended, or any rules, regulations or orders of the Nuclear Regulatory Commission, access to any such information shall be limited solely to the members of the Special Nuclear Committee, and the members of the Special Nuclear Committee shall not, without the permission of the Nuclear Regulatory Commission, reveal any such information to any foreign citizen or other person with whom it shall be unlawful to share any such information.

3A.10 Report of Foreign Influence; Whistle Blower Protections. In the event that any

member of the Special Nuclear Committee believes that any action by a foreign citizen is designed to influence such member's behavior with respect to any nuclear power facility to the detriment of the national interest of the United States of America, such member is authorized and directed to report such behavior to the Nuclear Regulatory Commission. The Company hereby extends to each member of the Special Nuclear Committee the full protection afforded by the so-called "whistle blower" regulations of the Nuclear Regulatory Commission as codified at 10 C.F.R. §50.7, and agrees that the phrase "protected activity" used therein shall include, with respect to each member of the Special Nuclear Committee, any action or decision made by any such member pursuant to this Article III-A of these bylaws, including any votes cast by any such member.

3A.11 Amendments to Bylaw Provisions Relating to Special Nuclear Committee. Notwithstanding Article IX of these bylaws, the provisions of this Article III-A shall not, without the prior consent of the Nuclear Regulatory Commission, be amended or repealed unless and until (a) the provisions of the Atomic Energy Act of 1954, as amended, or the applicable regulations thereunder, are amended such as to remove the current provisions thereof restricting foreign ownership of nuclear power facilities, or (b) the Company shall, with the consent of the Nuclear Regulatory Commission, have disposed of all of its interests in any nuclear power facilities. In the event that either such condition shall have been met, the Company shall, prior to amending or repealing the provisions of this Article III-A, notify the Nuclear Regulatory Commission of its intent to effect such amendment or repeal.

## ARTICLE IV

### OFFICERS

4.1 Number. The officers of the Company shall be a Chairman of the Board (who shall be a Director of the Company), a President, one or more Vice Presidents (who may be distinguished from one another by such designations as the Board of Directors may specify), a Secretary, a Treasurer, and if the Board of Directors shall deem such an officer desirable, a Controller. Each of the aforesaid officers shall be appointed by the Board of Directors. The Board of Directors shall designate one of the officers of the Company (who shall also be a Director of the Company) as Chief Executive Officer. Other officers and assistant officers may be appointed as determined by the Board of Directors. Any two or more offices may be held by the same person.

4.2 Appointment and Term of Office. With the exception of the initial appointment of any new officer or assistant officer, or the initial election of an officer to another or different office, which may be at any meeting of the Board of Directors, the officers of the Company shall be appointed annually at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the appointment of officers shall not be held at such meeting, such appointment shall be held as soon thereafter as conveniently may be. Each officer shall hold office until a successor shall have been duly appointed and shall have qualified or until such officer's death, resignation, or removal from office in the manner hereinafter provided.

4.3 Removal. Any officer or agent appointed by the Board of Directors may be removed by the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. The appointment of an officer does not itself

create contract rights.

4.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

4.5 Chairman of the Board. The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors and shall perform other duties assigned by the Board of Directors.

4.6 Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Company and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Company.

4.7 President. The President shall perform all duties incident to the office of President and such other duties as from time to time may be assigned by the Chief Executive Officer or the Board of Directors.

4.8 Vice Presidents. Each of the Vice Presidents shall perform such duties as from time to time may be assigned by the Chief Executive Officer or the Board of Directors.

4.9 Treasurer. The Treasurer shall perform the duties usually pertaining to such office and such other duties as from time to time may be assigned by the Chief Executive Officer or the Board of Directors. The Treasurer shall give a bond for faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine.

4.10 Secretary. The Secretary shall have the responsibility for preparing minutes of all meetings of the directors and shareholders and for authenticating records of the Company. The Secretary shall in addition perform other duties assigned by the Chief Executive Officer or the Board of Directors.

4.11 Other Officers. Other officers and assistant officers shall perform such duties as from time to time may be assigned to each of them by the Chief Executive Officer or the Board of Directors.

4.12 Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary because the officer is also a director of the Company.

## ARTICLE V

### INDEMNIFICATION

The Company shall indemnify to the fullest extent not prohibited by law any person who is made, or threatened to be made, a party to an action, suit or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit or proceeding by or in the right of the Company) by reason of the fact that the person is or was a director, officer, employee or agent of the Company or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Company, or serves or served at the request of the Company as a director, officer, employee or agent, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust or other enterprise. The Company shall pay for or reimburse the reasonable expenses incurred by any such person in any such proceeding in advance of the final disposition of the proceeding to the fullest extent not prohibited by law. This Article shall not be deemed exclusive of any other provisions for indemnification or advancement of expenses of directors, officers, employees, agents and fiduciaries that may be included in any statute, bylaw, agreement, general or specific action of the Board of Directors, vote of shareholders or otherwise.

## ARTICLE VI

### ISSUANCE OF SHARES

#### 6.1 Certificates for Shares.

(a) Certificates representing shares of the Company shall be in form determined by the Board of Directors. Such certificates shall be signed by the Chairman of the Board, the President or a Vice President, and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer and may be sealed with the seal of the Company or a facsimile thereof. All certificates for shares shall be consecutively numbered or otherwise identified. The signatures of officers upon a certificate may be facsimiles.

(b) Every certificate for shares of stock that are subject to any restriction on transfer pursuant to the Restated Articles of Incorporation, the Bylaws, applicable securities laws, agreements among or between shareholders or any agreement to which the Company is a party shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction and that the Company retains a copy of the restriction. Every certificate issued when the Company is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text of the designations, relative rights, preferences and limitations of the shares of each class and series authorized to be issued and the authority of the Board of Directors to determine variations for future series or a statement of the existence of such designations, relative rights, preferences and limitations and a statement that the Company will furnish a copy thereof to the holder of such certificate upon written request and without charge.

(c) All certificates surrendered to the Company for transfer shall be canceled, and no

new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the Company as the Board of Directors prescribes.

6.2 Transfer of Shares. Transfer of shares of the Company shall be made only on the stock transfer books of the Company by the holder of record thereof or by the holder's legal representative, who shall furnish proper evidence of authority to transfer, or by the holder's attorney thereunto authorized by power of attorney duly executed.

6.3 Transfer Agent and Registrar. The Board of Directors may from time to time appoint one or more transfer agents and one or more registrars for the shares of the Company, with such powers and duties as the Board of Directors determines by resolution.

6.4 Officer Ceasing to Act. If the person who signed a share certificate, either manually or in facsimile, no longer holds office when the certificate is issued, the certificate is nevertheless valid.

## ARTICLE VII

### CONTRACTS, LOANS, CHECKS AND OTHER INSTRUMENTS

7.1 Contracts. The Board of Directors may authorize any officer or officers, or agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances.

7.2 Loans. No loans shall be contracted on behalf of the Company and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

7.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money and notes or other evidences of indebtedness issued in the name of the Company shall be signed by such officer or officers, or agent or agents of the Company and in such manner as shall from time to time be determined by resolution of the Board of Directors.

7.4 Deposits. All funds of the Company not otherwise employed shall be deposited from time to time to the credit of the Company in such banks, trust companies or other depositories as the Board of Directors or officers of the Company designated by the Board of Directors may select; or be invested as authorized by the Board of Directors.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

8.1 Seal. The corporate seal of the Company shall be circular in form and shall bear an inscription containing the name of the Company, the year 1910 and the state of incorporation.



8.2 Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, invalid, illegal or otherwise ineffective shall not affect or invalidate any other provision of these Bylaws.

8.3 Waiver of Notice.

(a) A shareholder may at any time waive any notice required by these Bylaws, the Restated Articles of Incorporation or the provisions of any applicable law. Such waiver shall be in writing, be signed by the shareholder entitled to the notice and be delivered to the Company for inclusion in the minutes for filing with the corporate records. A shareholder's attendance at a meeting waives objection to (i) lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and (ii) consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

(b) A director may at any time waive any notice required by these Bylaws, the Restated Articles of Incorporation or the provisions of any applicable law. Except as set forth below, such waiver must be in writing, be signed by the director entitled to the notice, must specify the meeting for which notice is waived and must be filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting unless the director at the beginning of the meeting, or promptly upon the director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

8.4 Engineering Decisions in Washington. Engineering decisions pertaining to any project or engineering activities in the State of Washington shall be made by the engineer designated by or in accordance with resolutions of the Board of Directors.

8.5 Oregon Control Share Act. Sections 60.801 to 60.816 of the Oregon Business Corporation Act, known as the "Oregon Control Share Act," do not apply to acquisitions of the Company's voting shares (as defined in the Oregon Control Share Act).

## ARTICLE IX

### AMENDMENTS

The Company's Bylaws may be amended or repealed or new bylaws may be made: (a) by the affirmative vote of the holders of record of a majority of the outstanding capital stock of the Company entitled to vote thereon, irrespective of class, given at any annual or special meeting of the shareholders; provided that notice of the proposed amendment, repeal or new bylaw or bylaws be included in the notice of such meeting or waiver thereof; or (b) by the affirmative vote of a majority of the entire Board of Directors given at any regular meeting of the Board, or any special meeting thereof; provided that notice of the proposed amendment, repeal or new bylaw or bylaws be included in the notice of such meeting or waiver thereof or all of the directors at the time in office

be present at such meeting.

**Certificate**

I, Secretary of  
PacifiCorp, a corporation organized under the laws of the State of Oregon, HEREBY CERTIFY  
that the foregoing printed pages, entitled on page 1 "Bylaws of PacifiCorp as Amended effective  
January 10, 2014" constitute a full and true copy of the Bylaws of said corporation as amended to  
the date of this certificate.

WITNESS my hand this 10th day of January, 2014.

  
\_\_\_\_\_  
Jeffery B. Erb  
Corporate Secretary

Exhibit E is voluminous in size and  
provided only in electronic format

**Exhibit "F"**  
**Statement of Contingent Liabilities**  
**As of March 31, 2022**

PGE is subject to legal, regulatory, and environmental proceedings, investigations, and claims that arise from time to time in the ordinary course of its business. Contingencies are evaluated using the best information available at the time the condensed consolidated financial statements are prepared. Legal costs incurred in connection with loss contingencies are expensed as incurred. The Company may seek regulatory recovery of certain costs that are incurred in connection with such matters, although there can be no assurance that such recovery would be granted.

Loss contingencies are accrued, and disclosed if material, when it is probable that an asset has been impaired or a liability incurred as of the financial statement date and the amount of the loss can be reasonably estimated. If a reasonable estimate of probable loss cannot be determined, a range of loss may be established, in which case the minimum amount in the range is accrued, unless some other amount within the range appears to be a better estimate.

A loss contingency will also be disclosed when it is reasonably possible that an asset has been impaired, or a liability incurred, if the estimate or range of potential loss is material. If a probable or reasonably possible loss cannot be reasonably estimated, then PGE: i) discloses an estimate of such loss or the range of such loss, if the Company is able to determine such an estimate; or ii) discloses that an estimate cannot be made and the reasons why the estimate cannot be made.

If an asset has been impaired or a liability incurred after the financial statement date, but prior to the issuance of the financial statements, the loss contingency is disclosed, if material, and the amount of any estimated loss is recorded in either the current or the subsequent reporting period, depending on the nature of the underlying event.

PGE evaluates, on a quarterly basis, developments in such matters that could affect the amount of any accrual, as well as the likelihood of developments that would make a loss contingency both probable and reasonably estimable. The assessment as to whether a loss is probable or reasonably possible, and as to whether such loss or a range of such loss is estimable, often involves a series of complex judgments about future events. Management is often unable to estimate a reasonably possible loss, or a range of loss, particularly in cases in which: i) the damages sought are indeterminate or the basis for the damages claimed is not clear; ii) the proceedings are in the early stages; iii) discovery is not complete; iv) the matters involve novel or unsettled legal theories; v) significant facts are in dispute; vi) a large number of parties are represented (including circumstances in which it is uncertain how liability, if any, would be shared among multiple defendants); or vii) a wide range of potential outcomes exist. In such cases, there may be considerable uncertainty regarding the timing or ultimate resolution, including any possible loss, fine, penalty, or business impact.

**EPA Investigation of Portland Harbor**

An investigation by the United States Environmental Protection Agency (EPA) of a segment of the Willamette River known as Portland Harbor that began in 1997 revealed significant contamination of river sediments. The EPA subsequently included Portland Harbor on the National Priority List

pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act as a federal Superfund site. PGE has been included among more than one hundred Potentially Responsible Parties (PRPs) as it historically owned or operated property near the river.

A Portland Harbor site remedial investigation was completed pursuant to an agreement between the EPA and several PRPs known as the Lower Willamette Group (LWG), which did not include PGE. The LWG funded the remedial investigation and feasibility study and stated that it had incurred \$115 million in investigation-related costs. The Company anticipates that such costs will ultimately be allocated to PRPs as a part of the allocation process for remediation costs of the EPA's preferred remedy.

The EPA finalized the feasibility study, along with the remedial investigation, and the results provided the framework for the EPA to determine a clean-up remedy for Portland Harbor that was documented in a Record of Decision (ROD) issued in 2017. The ROD outlined the EPA's selected remediation plan for clean-up of Portland Harbor, which has an undiscounted estimated total cost of \$1.7 billion, comprised of \$1.2 billion related to remediation construction costs and \$0.5 billion related to long-term operation and maintenance costs. Remediation construction costs were estimated to be incurred over a 13-year period, with long-term operation and maintenance costs estimated to be incurred over a 30-year period from the start of construction. Stakeholders have raised concerns that EPA's cost estimates are understated, and PGE estimates undiscounted total remediation costs for Portland Harbor per the ROD could range from \$1.9 billion to \$3.5 billion. The EPA acknowledged the estimated costs were based on data that was outdated and that pre-remedial design sampling was necessary to gather updated baseline data to better refine the remedial design and estimated cost.

A small group of PRPs performed pre-remedial design sampling to update baseline data and submitted the data in an updated evaluation report to the EPA for review. The evaluation report concluded that the conditions of Portland Harbor had improved substantially with the passage of time. In response, the EPA indicated that while it would use the data to inform implementation of the ROD, the EPA's conclusions remained materially unchanged. With the completion of pre-remedial design sampling, Portland Harbor is now in the remedial design phase, which consists of additional technical information and data collection to be used to design the expected remedial actions. Certain PRPs, not including PGE, have entered into consent agreements to perform remedial design and the EPA has indicated it will take the initial lead to perform remedial design on the remaining areas. The Company anticipates that remedial design costs will ultimately be allocated to PRPs as a part of the allocation process for remediation costs of the EPA's preferred remedy. The EPA announced on February 12, 2021 that the entirety of Portland Harbor is under an active engineering design phase.

PGE continues to participate in a voluntary process to determine an appropriate allocation of costs amongst the PRPs. Significant uncertainties remain surrounding facts and circumstances that are integral to the determination of such an allocation percentage, including conclusion of remedial design, a final allocation methodology, and data with regard to property specific activities and history of ownership of sites within Portland Harbor that will inform the precise boundaries for clean-up. It is probable that PGE will share in a portion of the costs related to Portland Harbor. Based on the above facts and remaining uncertainties in the voluntary allocation process, PGE does

not currently have sufficient information to reasonably estimate the amount, or range, of its potential liability or determine an allocation percentage that would represent PGE's portion of the liability to clean-up Portland Harbor. However, the Company may obtain sufficient information, prior to the final determination of allocation percentages among PRPs, to develop a reasonable estimate, or range, of its potential liability that would require recording of the estimate, or low end of the range. The Company's liability related to the cost of remediating Portland Harbor could be material to PGE's financial position.

In cases in which injuries to natural resources have occurred as a result of releases of hazardous substances, federal and state natural resource trustees may seek to recover for damages at such sites, which are referred to as Natural Resource Damages (NRD). The EPA does not manage NRD assessment activities but does provide claims information and coordination support to the NRD trustees. NRD assessment activities are typically conducted by a Council made up of the trustee entities for the site. The Portland Harbor NRD trustees consist of the National Oceanic and Atmospheric Administration, the U.S. Fish and Wildlife Service, the State of Oregon, the Confederated Tribes of the Grand Ronde Community of Oregon, the Confederated Tribes of Siletz Indians, the Confederated Tribes of the Umatilla Indian Reservation, the Confederated Tribes of the Warm Springs Reservation of Oregon (CTWS), and the Nez Perce Tribe.

The NRD trustees may seek to negotiate legal settlements or take other legal actions against the parties responsible for the damages. Funds from such settlements must be used to restore injured resources and may also compensate the trustees for costs incurred in assessing the damages. The Company believes that PGE's portion of NRD liabilities related to Portland Harbor will not have a material impact on its results of operations, financial position, or cash flows.

The impact of costs related to EPA and NRD liabilities on the Company's results of operations is mitigated by the Portland Harbor Environmental Remediation Account (PHERA) mechanism. As approved by the OPUC in 2017, the PHERA allows the Company to defer and recover incurred estimated liabilities and environmental expenditures related to Portland Harbor through a combination of third-party proceeds, including but not limited to insurance recoveries, and, if necessary, through customer prices. The mechanism established annual prudency reviews of environmental expenditures and third-party proceeds. Annual expenditures in excess of \$6 million, excluding expenses related to contingent liabilities, are subject to an annual earnings test and would be ineligible for recovery to the extent PGE's actual regulated return on equity exceeds its return on equity as authorized by the OPUC in PGE's most recent general rate case. PGE's results of operations may be impacted to the extent such expenditures are deemed imprudent by the OPUC or ineligible per the prescribed earnings test. The Company plans to seek recovery of any costs resulting from EPA's determination of liability for Portland Harbor through application of the PHERA. At this time, PGE is not collecting any Portland Harbor cost from the PHERA through customer prices.

### **Securities Case**

During September and October, 2020, three putative class action complaints were filed in U.S. District Court for the District of Oregon against PGE and certain of its officers, captioned *Hessel v. Portland General Electric Co.*, No. 20-cv-01523 ("*Hessel*"), *Cannataro v. Portland General Electric Co.*, No. 3:20-cv-01583 ("*Cannataro*"), and *Public Employees' Retirement System of*

*Mississippi v. Portland General Electric Co.*, No. 20-cv- 01786 (“*PERS of Mississippi*”). Two of these actions were filed on behalf of purported purchasers of PGE stock between April 24, 2020, and August 24, 2020; a third action was filed on behalf of purported purchasers of PGE stock between February 13, 2020, and August 24, 2020.

During the fourth quarter of 2020, the plaintiff in *Hessel* voluntarily dismissed his case and the Court consolidated *Cannataro* and *PERS of Mississippi* into a single case captioned *In re Portland General Electric Company Securities Litigation* (the “Securities Action”) and appointed Public Employees’ Retirement System of Mississippi lead plaintiff (“Lead Plaintiff”). On January 11, 2021, Lead Plaintiff filed an amended complaint asserting causes of action arising under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 for alleged misstatements and omissions regarding, among other things, PGE’s alleged lack of sufficient internal controls and risks associated with PGE’s trading activity in wholesale electric markets, purportedly on behalf of purchasers of PGE stock between February 13, 2020, and August 24, 2020 (“the Amended Complaint”). The Amended Complaint demands a jury trial and seeks compensatory damages of an unspecified amount and reimbursement of plaintiffs’ costs, and attorneys’ and expert fees. On March 12, 2021, the defendants filed a motion to dismiss the Amended Complaint.

On July 11, 2021, the parties entered into a Stipulation of Settlement (the “Agreement”) to fully resolve the Securities Action. The Agreement, which is subject to Court approval, provides for a settlement payment of \$6.75 million in exchange for the complete dismissal with prejudice and a release of all claims against the defendants in connection with the Securities Action, without any admission of fault or wrongdoing by the defendants. On July 16, 2021, the Lead Plaintiff filed an application for Court approval of the settlement. In an order dated August 10, 2021, the Court granted preliminary approval of the settlement, stayed all proceedings in the action except with respect to settlement, and scheduled a final settlement approval hearing for March 11, 2022. The settlement payment was paid by the Company’s insurance provider under its insurance policy. In light of the Agreement, the Court removed the hearing on the defendants’ pending motion to dismiss from the calendar. At the hearing on March 11, 2022, the Court approved the settlement, with an opinion to follow; on March 22, 2022, the Court entered an Opinion and Order Approving Settlement, Attorney’s Fees, and Expenses; and on March 28, 2022, the Court entered a final Judgment and Order of Dismissal with Prejudice.

### **Putative Shareholder Derivative Lawsuits**

On January 26, 2021, a putative shareholder derivative lawsuit was filed in Multnomah County Circuit Court, Oregon, captioned *Shimberg v. Pope*, No. 21- cv-02957, (the “*Shimberg Action*”) against one current and one former PGE executive and certain members and former members of the Company’s Board of Directors and naming the Company as a nominal defendant only. The plaintiff asserts a claim for alleged breaches of fiduciary duties, purportedly on behalf of PGE, arising from the energy trading losses the Company previously announced in August 2020. The plaintiff alleges that the defendants made material misstatements and omissions and allowed the Company to operate with inadequate internal controls. The complaint demands a jury trial and seeks damages to be awarded to the Company of not less than \$10 million, equitable relief to remedy the alleged breaches of fiduciary duty, and an award of plaintiff’s attorneys’ fees and costs. On June 1, 2021, the plaintiff filed an unopposed motion to



consolidate this lawsuit with the *Ashabraner* Action (described below), which the Court granted in an order dated July 27, 2021.

On March 17, 2021, a putative shareholder derivative lawsuit was filed in U.S. District Court for the District of Oregon, captioned *JS Halberstam Irrevocable Grantor Trust v. Davis*, No. 3:21-cv-00413-SI, (the “*JS Halberstam* Action”) against one current and one former PGE executive and certain current and former members of the Company's Board of Directors. The plaintiff asserts claims for alleged breaches of fiduciary duties, waste of corporate assets, contribution and indemnification, aiding and abetting, and gross mismanagement, purportedly on behalf of PGE, arising from the energy trading losses the Company previously announced in August 2020. The plaintiff alleges that the defendants made material misstatements and omissions and allowed the Company to operate with inadequate internal controls. The complaint demands a jury trial and seeks equitable relief to remedy and prevent future alleged breaches of fiduciary duty, and an award of plaintiff’s attorneys’ fees and costs.

On April 7, 2021, a putative shareholder derivative lawsuit was filed in Multnomah County Circuit Court, Oregon, captioned, *Ashabraner v. Pope*, 21-cv-13698 (the “*Ashabraner* Action”), against one current and one former PGE executive and certain and former members of the Company's Board of Directors. The plaintiff asserts a claim for alleged breaches of fiduciary duties, purportedly on behalf of PGE, arising from the energy trading losses the Company previously announced in August 2020. The plaintiff alleges that the defendants made material misstatements and omissions and allowed the Company to operate with inadequate internal controls. The complaint demands a jury trial and seeks damages to be awarded to the Company, equitable relief, and an award of plaintiff’s attorneys’ fees and costs. On July 27, 2021, the Court issued an order consolidating the *Ashabraner* Action with the *Shimberg* Action.

On May 21, 2021, a putative shareholder derivative lawsuit was filed in the U.S. District Court for the District of Oregon, Portland Division captioned *Berning v. Pope*, No. 3:21-cv-00783-SI, (the “*Berning* Action”; collectively with the *Shimberg*, *JS Halberstam*, and *Ashabraner* Actions, the “Derivative Actions”), against one current and one former PGE executive and certain current and former members of the Company's Board of Directors and naming the Company as a nominal defendant only. The plaintiff asserts claims for alleged breaches of fiduciary duties, purportedly on behalf of PGE, arising from the energy trading losses the Company previously announced in August 2020. The plaintiff also asserts a claim against the two executives for contribution and indemnity based on alleged violations of Sections 10(b) and 21D of the Exchange Act. The complaint demands a jury trial and seeks multiple forms of relief, including, among other things: a declaration that defendants breached and/or aided and abetted the breach of their fiduciary duties to PGE; an order directing PGE to reform and improve its corporate governance and internal procedures; restitution; and an award of attorneys’ fees, expenses, and costs.

On December 17, 2021, the parties to the Derivative Actions entered into a Memorandum of Understanding to settle the Derivative Actions subject to court approval and other terms (the “MOU”). After the parties entered into the MOU, the Court in the *Shimberg* and *Ashabraner* Actions granted an order to abate the proceedings until June 21, 2022. On December 17, 2021, the parties in the *JS Halberstam* Action filed a motion to stay the proceedings pending submission and court review of the settlement contemplated in the MOU.

On February 11, 2022, the parties to the Derivative Actions entered into a Stipulation of Settlement memorializing the terms of the non-monetary settlement, subject to Court approval, as set forth in the MOU. Under the Stipulation of Settlement, the parties to the *JS Halberstam* Action agree to stay the proceedings in the Derivative Actions pending Court approval of the settlement. In addition, the Stipulation of Settlement provides that defendants will not oppose or object to a request by plaintiffs' counsel for fees and expenses up to \$750,000, which is subject to Court approval. Upon final approval of the Court, PGE expects such fees and expenses to be paid by the Company's insurance provider under its insurance policy. On February 15, 2022, the plaintiff in the *JS Halberstam* Action filed a motion for preliminary approval of the settlement.

On March 28, 2022, the United States District Court for the District of Oregon entered an order preliminarily approving the settlement and the form and content of the notice to shareholders and setting a final hearing for May 9, 2022, in the *JS Halberstam* Action. On April 18, 2022, the plaintiff in the *JS Halberstam* Action filed a motion for final approval of the settlement and fee and expense award. Under the current schedule, that motion will be fully briefed on May 2, 2022. The settlement remains subject to final Court approval.

### **Governmental Investigations**

In March, April and May 2021, the Division of Enforcement of the Commodity Futures Trading Commission (the "CFTC"), the Division of Enforcement of the SEC, and the Division of Enforcement of the FERC, respectively, informed the Company they are conducting investigations arising out of the energy trading losses the Company previously announced in August 2020. The Company is cooperating with the CFTC, SEC, and FERC. Management cannot at this time predict the eventual scope or outcome of these matters.

### **Colstrip Litigation**

The Company has a 20% ownership interest in the Colstrip Units 3 and 4 coal-fired generating plant (Colstrip), which is operated by one of the coowners, Talen Montana, LLC (Talen). Various business disagreements have arisen amongst the co-owners regarding interpretation of the Ownership and Operation (O&O) Agreement and other matters. In addition, other parties have brought claims against the co-owners, which, along with the coowner disagreements, are described below.

*Petition to compel arbitration*—On April 12, 2021, Avista Corporation, Puget Sound Energy Inc., PacifiCorp, and Portland General Electric Company (the Petitioners) petitioned in Spokane County Superior Court, Washington, Case No. 21201000-32, against NorthWestern Corporation (Northwestern) and Talen to compel the arbitration initiated by NorthWestern to determine whether owners representing 55% or more of the ownership shares can vote to close one or both units of Colstrip, or whether unanimous consent is required. The O&O Agreement among the parties states that any dispute shall be submitted for resolution to a single arbitrator with appropriate expertise. On April 14, 2021, the Petitioners filed a petition to compel arbitration. On May 14, 2021, Talen removed the case to Federal Court (Eastern District of Washington Case No. 2:21-cv-00163- RMP). Petitioners filed a motion to remand on June 4, 2021, which was denied. Talen filed a motion, which, following a hearing in July 2021, was granted, to transfer the case to the U.S. District Court for the District of Montana.

*Challenge to constitutionality of Montana Senate Bills 265 and 266 (SB 265 and SB 266)*—On May 4, 2021, the Petitioners filed a claim against NorthWestern and Talen in U.S. District Court - Montana, Billings Division, Case No. 1:21-cv-00047-SPW-KLD, based on the passage of SB 265 in Montana, which attempts to void contractual provisions within the co-owner agreement for Colstrip if they do not provide for three arbitrators or provide for venue outside of the county where the plant is located. The passage of SB 265 was supported by Defendants and purports to void the O&O Agreement between all parties, which provides for one arbitrator and venue in Spokane, Washington. The petitioners allege that SB 265 violates the contracts clause of the U.S. Constitution and the Montana Constitution, and is preempted by the Federal Arbitration Act (FAA). The Petitioners seek declaratory relief that SB 265 is unconstitutional as applied to the O&O Agreement and the FAA preempts the enforcement of SB 265.

Petitioners filed a First Amended Complaint on May 19, 2021, adding the Attorney General of Montana (Montana AG) as defendant and challenging the constitutionality of Montana Senate Bill 266 (SB 266), which purportedly gives the Montana AG authority to penalize and restrain any co-owner of Colstrip who takes steps to shut-down the plant without unanimous consent, or otherwise fails to pay the costs to maintain the plant. Defendant Northwestern filed an answer on June 2, 2021 and asked that the case Talen filed, as described in the “*Complaint to implement SB 265 and SB 266*” below, and this case be consolidated. On May 27, 2021, Petitioners filed a Motion for Preliminary Injunction, to enjoin the Montana AG from enforcing SB 266 against them. On June 17, 2021, defendants NorthWestern and Talen filed their Oppositions to Motion for Preliminary Injunction (PI) and the Montana AG filed a response taking no position on the PI, stating the State of Montana does not envision enforcing SB 266 any time soon. The Court held a hearing on the Petitioners’ Motion for PI August 6, 2021. On October 13, 2021, the Court issued an order that granted the Petitioners’ Motion for PI, enjoining the Montana AG from enforcing SB 266 against them and on December 17, 2021, the Court further clarified its PI order.

On August 17, 2021, the Petitioners filed for partial summary judgment on their claim to declare unconstitutional or unenforceable SB 265, which purports to invalidate the arbitration provision of the parties’ contract. Talen opposes the motion and Northwestern does not oppose the motion, but requests the Court compel arbitration. On October 29, 2021, the Petitioners filed a motion for summary judgment on their claim to declare unconstitutional and unenforceable SB 266. In November 2021, parties filed responses, opposition, and a motion to stay action on the summary judgment. On December 3, 2021, NorthWestern moved to compel arbitration and to appoint a magistrate to oversee the arbitrator selection process. On December 23, 2021, Petitioners and Talen filed their responses. The Court has scheduled a hearing for April 26, 2022.

*Complaint to implement SB 265 and SB 266*—On May 4, 2021, Talen filed a complaint against the Petitioners and NorthWestern, in the Thirteenth Judicial District Court in the State of Montana, as an attempt to implement Montana laws when determining the language of the O&O agreement based on the recent enactment of SB 265, which purports to invalidate provisions of the co-owner operating agreement regarding arbitration, and SB 266, which purports to give the Montana AG authority to prosecute and levy a \$100,000 a day fine against any co-owner who takes steps to close Colstrip without unanimous consent of all co-owners. The case was subsequently removed to the U.S. District Court - Montana, Billings Division, Case No. 1:21-cv-00058-SPW-TJC. Talen filed a motion to remand the case to the State of Montana District Court. Petitioners and

NorthWestern have filed a motion to consolidate this case with the *Challenge to constitutionality of Montana Senate Bills 265 and 266*, described above. On October 21, 2022, the Court stayed the motion to consolidate pending the outcome of Talen's petition to remand. On December 1, 2021, the U.S. Magistrate Judge issued Findings and Recommendations to remand the case back to state Court. On December 15, 2021, the Petitioners filed Objections to the Findings and Recommendation.

*Richard Burnett; Colstrip Properties Inc., et al v. Talen Montana, LLC; PGE, et al.* On December 14, 2020, the original claim was filed in the Montana Sixteenth Judicial District Court, Rosebud County, Cause No. CV-20-58. The plaintiffs allege they have suffered adverse effects from the defendants coal dust. On August 26, 2021, the claim was amended to add PGE as a defendant. On November 1, 2021, the defendants filed an answer to the complaint. Plaintiffs are seeking economic damages, costs and disbursements, punitive damages, attorneys' fees, and an injunction prohibiting defendants from allowing coal dust to blow onto plaintiffs' properties, as determined by the Court. The Court set a trial to begin September 26, 2023.

Since these lawsuits are in early stages, the Company is unable to predict outcomes or estimate a range of reasonably possible losses.

#### **Other Matters**

PGE is subject to other regulatory, environmental, and legal proceedings, investigations, and claims that arise from time to time in the ordinary course of business that may result in judgments against the Company. Although management currently believes that resolution of such known matters, individually and in the aggregate, will not have a material impact on its financial position, results of operations, or cash flows, these matters are subject to inherent uncertainties, and management's view of these matters may change in the future.

Exhibit G is voluminous in size and  
provided only in electronic format

Exhibit H is voluminous in size and  
provided only in electronic format

**ASSET PURCHASE AGREEMENT**

**by and between**

**PORTLAND GENERAL ELECTRIC COMPANY**

**“Seller”**

**And**

**PACIFICORP**

**“Buyer”**

**dated July 21, 2022**

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the “Agreement”) made and entered into the 21<sup>st</sup> day of July, 2022 (the “Agreement Date”), is made and entered into by and between Portland General Electric Company, an Oregon corporation, (“Seller”) and PacifiCorp, an Oregon corporation (“Buyer”). Seller and Buyer are sometimes referred to in this Agreement individually as a “Party” and, collectively, as the “Parties,” in each case as the context may require.

### RECITALS

WHEREAS, Seller owns certain 57 kV conductor, structures and associated components located in or near Portland, Oregon, as specifically identified in Exhibit A to this Agreement (the “Facilities”);

WHEREAS, Buyer has offered to purchase the Facilities from Seller, and Seller is willing to sell the Facilities to Buyer in accordance with and subject to the terms and conditions expressed herein.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and conditions set forth in this Agreement, the sufficiency of which is hereby mutually acknowledged and accepted, the parties hereto agree as follows:

### ARTICLE I. DEFINITIONS AND INTERPRETATION

1.1 Definitions. Capitalized terms used herein or in any Seller Related Documents or Buyer Related Documents have the meanings set forth in this Agreement.

**"Affiliate"** means, with respect to a Person, each other Person that, directly or indirectly, controls, is controlled by or is under common control with, such designated Person; provided, however, that in the case of PacifiCorp, an "Affiliate" includes any entity in which Berkshire Hathaway Inc. owns more than a 5% interest, over which Berkshire Hathaway Energy exercises management control. For the purposes of this definition, "control" (including with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

**"Agreement"** means this Asset Purchase Agreement, as it may be amended from time to time in accordance with its terms.

**"Agreement Date"** means the date set forth in the first paragraph of this Agreement.



“**Assignment and Assumption Agreement**” is defined in Section 2.5(e) hereof.

“**Bill of Sale**” is defined in Section 2.5(d) hereof.

“**Business Day**” means any day other than Saturday, Sunday, and any day which is a state or federal legal holiday or a day on which banking institutions in New York, New York are authorized or obligated to close.

“**Buyer**” is defined in the first paragraph of this Agreement.

“**Buyer’s Advisors**” is defined in Section 5.5 hereof.

“**Buyer Related Document**” means any certificate, agreement or other document to be delivered by Buyer in connection with this Agreement.

“**Buyer Required Consent**” means the Required Consent identified in Schedule 5.1(a) required to be obtained by Buyer in connection with the execution and delivery of this Agreement and the consummation and performance of the terms and conditions of this Agreement.

“**Claim**” means any demand, claim, action, investigation, legal proceeding (whether at law or in equity) or arbitration.

“**Closing**” is defined in Section 2.4 hereof.

“**Closing Date**” the date on which the Closing occurs.

“**Contract**” means any agreement, contract, lease obligation, promise, or undertaking (whether written or oral and whether express or implied) that is legally binding.

“**Damages**” means the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys’ fees) or diminution of value, whether or not involving a Third-Party Claim.

“**Encumbrance**” means any charge, Claim, community property interest, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, voting, transfer, receipt of income, or exercise of any other attribute of ownership.

“**Environmental Claim**” means any Claim arising out of or related to any violation of Environmental Law, or in respect of any environmental conditions or Hazardous Materials.

“**Environmental Law**” means any Law relating to (i) land use and environmental matters, (ii) the control of any pollutant, or protection of the air, water, or land, (iii) solid, gaseous or liquid waste generation, handling, treatment, storage, disposal or transportation, (iv) exposure to hazardous, toxic or other harmful substances, and (v) the protection and enhancement of the environment.

**“Environmental Liabilities”** mean all Liabilities with respect to the Purchased Assets, including settlements, judgments, costs and expenses, including reasonable attorneys’ fees, whether based on common law or Environmental Laws.

**“Facilities”** is defined in the second paragraph of this Agreement.

**“Good Operating Practices”** means the practices, methods and acts generally engaged in or approved by a significant portion of the independent electric power industry in the Western Electricity Coordinating Council (“WECC”) for similarly situated facilities in the WECC during a particular time period, or any of such practices, methods, and acts, which, in the exercise of reasonable judgment in light of the facts known or that reasonably should be known at the time a decision is made, would be expected to accomplish the desired result in a manner consistent with applicable Law, reliability, safety, environmental protection, economy and expedition, and taking into consideration the requirements of this Agreement, the Transferred Contracts and the other Contracts affecting the operation of the Purchased Assets. Good Operating Practices are not intended to be limited to the optimum practices, methods or acts, to the exclusion of all others, but rather to include a spectrum of possible practices, methods or acts generally acceptable in the region during the relevant period in light of the circumstances.

**“Governmental Authorization”** means any approval, consent, license, permit, waiver, franchise, ruling, certification, exemption, filing, variance, order, judgment, decree or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

**“Governmental Authority”** means any federal, provincial, state, county, municipal or local government and any political subdivision thereof, or any other governmental, quasi-governmental, executive, legislative, administrative, regulatory, judicial, public or statutory department, body, instrumentality, agency, ministry, court, commission, bureau, board, or other governmental authority.

**“Hazardous Material”** means any chemicals, materials, substances, or items in any form, whether solid, liquid, gaseous, semisolid, or any combination thereof, whether waste materials, raw materials, chemicals, finished products, by-products, or any other materials or articles, which are listed or regulated as hazardous, toxic or dangerous or as waste or a contaminant, or are otherwise listed or regulated, or for which liability or standards of care are imposed, under any Environmental Law, including petroleum products, asbestos, PCBs, coal combustion by-products, urea formaldehyde foam insulation, lead-containing paints or coatings, and any substances included in the definition of “hazardous debris,” “hazardous substances,” “hazardous materials,” “hazardous wastes,” “toxic substances,” “pollutants,” “contaminants” or words of similar import, under any Environmental Law.

**“Indemnified Party”** is defined in Section 10.3(a) hereof.

**“Indemnifying Party”** is defined in Section 10.3(a) hereof.

**“Interim Period”** is defined in Section 5.1(a) hereof.

“**Law**” means any federal, state, local, municipal, foreign, international, multinational, or other administrative order, constitution, law, ordinance, principle of common law, regulation, statute, or treaty.

“**Liability**” means any debt, liability, obligation or commitment of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise.

“**Lien**” means any mortgage; deed of trust; pledge; security interest; adverse possessory right; mechanic’s, materialman’s or other lien; covenant, condition or restriction; charge or assessment; lease; license; purchase option; right of first refusal; or any other matter affecting title of any nature whatsoever.

“**Material Adverse Effect**” means a material adverse effect upon the condition of the Purchased Assets.

“**Order**” means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Authority or by any arbitrator

“**Organizational Documents**” means (a) the articles or certificate of incorporation and the bylaws of a corporation; (b) the partnership agreement and any statement of partnership of a general partnership; (c) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (d) any charter or similar document adopted or filed in connection with the creation, formation, or organization of a Person; and (e) any amendment to any of the foregoing.

“**Party**” and “**Parties**” are defined in the first paragraph of this Agreement.

“**Permitted Encumbrances**” means (i) any of the Encumbrances listed on Schedule 3.3 attached hereto; (ii) any Encumbrance pursuant to any lease, license, right of way or other real property interest agreement or document of any kind, copies of which Seller has provided to Buyer prior to Closing, or any applicable governmental regulations which relates to all or a portion of the real property on which the Facilities are located; (iii) statutory liens for current taxes or assessments not yet due or payable; (iv) mechanics’, carriers’, workers’, repairers’, landlords’, and other similar liens arising or incurred in the ordinary course of business relating to obligations as to which there is no default on the part of Seller, or pledges, or deposits, or other liens securing the performance of statutory obligations; (v) any Encumbrances set forth in any state, local, or municipal franchise or governing ordinance under which any portion of the Facilities are owned or operated; or (vi) Encumbrances, including zoning, entitlement, restriction, and other land use regulations by Governmental Authorities, which, together with all other Encumbrances, do not materially detract from the value of or materially interfere with the use of the Facilities or the conduct of the business thereon.

“**Person**” whether or not capitalized, means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Authority.

“**Proceeding**” means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

“**Purchase Price**” is defined as the price stated in Section 2.3.

“**Purchased Assets**” means all of the right, title and interest in and to the assets, tangible or intangible, including the following: (i) Facilities; (ii) all Transferred Contracts; (iii) all Transferable Permits; and (iv) all Third-Party Claims (as such term is defined below) associated with the Purchased Assets.

“**Release**” means any release, spill, emission, migration, leaking, pumping, injection, deposit, disposal or discharge of any Hazardous Materials into the environment, to the extent prohibited under applicable Environmental Laws.

“**Representative**” means with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other who is legally recognized to serve as a representative of that Person.

“**Required Consent**” means each approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization) required to be obtained to consummate the transaction in accordance with this Agreement.

“**Required Notice**” means each notice required to be given (including to any Governmental Authority) in connection with the execution and delivery of this Agreement and the consummation and performance of the transaction in accordance with this Agreement.

“**Schedules**” means the disclosure schedules to be delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement.

“**Seller Related Document**” means any certificate, agreement or other document delivered by Seller in connection with this Agreement, including, but not limited to, the Bill of Sale, and the Assignment and Assumption Agreement delivered by each of the Parties on the Closing in accordance with the terms of this Agreement.

“**Seller Required Consent**” means each Required Consent required to be obtained by Seller in connection with the execution and delivery of this Agreement and the consummation and performance of the terms and conditions of this Agreement.

“**Seller**” is defined in the first paragraph of this Agreement.

“**Tax Return**” means any return (including any information return), report, statement, schedule, notice, form, or other document or information filed with or submitted to, or required to be filed with or submitted to, any Governmental Authority in connection with the determination, assessment, collection, or payment of any Tax or in connection with the administration, implementation, or enforcement of or compliance with any Law relating to any Tax.

“**Taxes**” means any and all taxes, fees, withholdings, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any government or taxing authority (foreign or domestic), including taxes or other charges on or with respect to income, franchises, windfall or other profits, gross receipts, GST, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation, or net worth, taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value added or gains taxes, license, registration and documentation fees, and customs duties, tariffs and similar charges.

“**Third-Party Claims**” means all rights, privileges, Claims, causes of action and options brought by any third parties (including indemnification, contribution and insurance claims) relating to any Purchased Assets, whether or not identified on Schedule 2.1 as “Third-Party Claims”.

“**Transferable Permits**” means the Governmental Authorizations and other permits, if any, listed on Schedule 2.1.

“**Transferred Contract(s)**” means the contracts, if any, listed on Schedule 2.1.

1.2 Interpretation. The following rules of interpretation apply throughout this Agreement and in any Seller Related Documents and Buyer Related Documents:

(a) The titles of articles and headings of sections in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

(b) Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to both genders.

(c) Whenever Seller agrees to take or refrain from taking action, such provision shall be read to include the agreement of any Affiliate of Seller to take or refrain from taking such action.

(d) Whenever Buyer agrees to take or refrain from taking action, such provision shall be read to include the agreement of each Affiliate of Buyer to take or refrain from taking such action.

(e) When calculating the period of time before which, within which or following which any act is to be done or step is to be taken under this Agreement, the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(f) This Agreement is the result of negotiations between, and has been reviewed by, the Parties and their respective legal counsel. Accordingly, this Agreement shall be deemed to be the product of each Party, and there shall be no presumption that an ambiguity should be construed in favor of or against a Party solely as a result of such Party’s actual or alleged role in the drafting of this Agreement and any Law, regulation, or rule of construction to the effect that

ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

## **ARTICLE II. PURCHASE AND SALE**

2.1 Purchased Assets. On the terms and subject to the conditions set forth in this Agreement, at the Closing, Seller shall sell, assign, convey, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of all encumbrances other than any Permitted Encumbrances noted on Schedule 3.3, all of Seller's right, title and interest in and to the property, tangible or intangible, constituting the Purchased Assets.

2.2 Liabilities Not Assumed. Buyer does not assume, and shall not assume and shall not be responsible to pay, perform, satisfy or discharge any direct or indirect liability, indebtedness, obligation, commitment, expense, deficiency or guaranty, in each case requiring the payment of a monetary amount, of any type, whether accrued, absolute, contingent, matured, unmatured, liquidated, unliquidated, known or unknown of PGE or any of its Affiliates of any kind or nature whatsoever, whether direct or indirect, relating to, arising out of or in connection with the Facilities prior to and as of the Closing, including Environmental Liabilities and Liability for Taxes arising as a result of the transaction. Seller shall remain fully responsible for all such Liabilities.

2.3 Purchase Price and Payment. The Purchase Price for the Purchased Assets shall be \$2,029,983. Upon Closing, Buyer shall pay to Seller the Purchase Price, in cash by wire transfer to an account or accounts designated by Seller.

2.4 Closing. The closing (the "Closing") shall take place on a date mutually agreed on by the Parties but that is no more than ten (10) Business Days after satisfaction or waiver of the conditions specified in ARTICLE VII and ARTICLE VIII (other than conditions that by their terms are to be satisfied as of Closing).

2.5 Closing Deliveries by Seller. At Closing, Seller shall deliver to Buyer (in form and substance acceptable to Buyer) each of the following:

(a) This Agreement duly executed by Seller and duly acknowledged or executed by any required third parties, where applicable.

(b) A certificate duly executed by an authorized officer of Seller, dated as of the Closing, stating that as of Closing each of the conditions set forth in ARTICLE VII, other than the condition set forth in Section 7.8, has been satisfied.

(c) Such other certificates, documents and instruments as Buyer reasonably requests for the purpose of (i) evidencing the accuracy of Seller's representations and warranties contained in this Agreement and any Seller Related Document, (ii) evidencing the performance and compliance by Seller with its covenants, obligations and agreements contained in this Agreement and any Seller Related Document, (iii) evidencing the satisfaction of any condition referred to herein ARTICLE VII, or (iv) otherwise facilitating the consummation of the Agreement.

(d) the Bill of Sale in the form attached as Exhibit B, or otherwise in form and substance reasonably satisfactory to the Parties, duly executed by Seller;

(e) in the event that there are any Transferable Permits, an assignment and assumption agreement (“Assignment and Assumption Agreement”) in the form attached hereto as Exhibit C, or otherwise in form and substance reasonably satisfactory to the Parties, duly executed by Seller;

(f) copies of all Governmental Authorizations and any other consents, waivers or approvals necessary to be obtained by Seller from third parties in connection with this Agreement; and

(h) all such other instruments of assignment or conveyance properly executed and acknowledged by Seller in customary form as are reasonably requested by Buyer to transfer to and vest in Buyer’s ownership interest in all of Seller’s right, title and interest in, to and under the Facilities and Transferable Permits (if any) in accordance with this Agreement;

2.6 Closing Deliveries by Buyer. At Closing, Buyer shall deliver to Seller (in form and substance acceptable to Seller) each of the following:

(a) This Agreement, duly executed by Buyer;

(b) A certificate duly executed by an authorized officer of Buyer, dated as of the Closing, stating that the conditions set forth in ARTICLE VIII have been satisfied;

(c) copies of all Governmental Authorizations and any other consents, waivers or approvals necessary to be obtained by Buyer from third parties in connection with this Agreement; and

(d) in the event that there are any Transferable Permits, an assignment and assumption agreement (“Assignment and Assumption Agreement”) in the form attached hereto as Exhibit C, or otherwise in form and substance reasonably satisfactory to the Parties, duly executed by Buyer.

2.7 Closing Costs. The Parties shall each be responsible for payment of their respective costs and fees incurred in connection with activities required or related to completion of the Agreement.

2.8 Tax Matters. Notwithstanding any other provision of this Agreement, responsibility for payment of any and all Transfer Taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by Seller. Seller shall, at its own expense, file, to the extent required by Law, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and Buyer will be entitled to review such return in advance and, if required by applicable Law, Buyer shall join in the execution of any such Tax Returns or other required documentation.

2.9 Prorations. Buyer and Seller agree that, except as otherwise set forth in this Agreement, all of the items normally prorated relating to the Purchased Assets, including any

Taxes and other items payable by or to Seller under any of the Transferred Contracts to be assigned to and assumed by Buyer hereunder, shall be prorated as of the effective time of the Closing on the Closing Date, with Seller liable to the extent such items relate to any time period through the effective time of the Closing on the Closing Date, and Buyer liable to the extent such items relate to any time period subsequent to the effective time of the Closing on the Closing Date.

2.10 Further Assurances. From time to time, whether before, at or after Closing, Buyer and Seller will execute and deliver such further instruments, in form and substance reasonably satisfactory to the other, and take such other action as may be reasonably necessary to carry out the purposes and intent of this Agreement, including to assure that Buyer has acquired the Purchased Assets free and clear of Encumbrances.

### **ARTICLE III. REPRESENTATIONS AND WARRANTIES OF SELLER**

The Seller represents and warranties to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof and will be true and correct as of Closing.

3.1 Organization and Good Standing; Authority. Seller is duly organized, validly existing, and in good standing under the Laws of its jurisdiction of formation. Seller has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby and thereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its respective terms.

#### 3.2 No Conflict.

(a) Neither the execution and delivery of this Agreement nor the consummation or performance of the transaction will, directly or indirectly (with or without notice or lapse of time): (i) contravene, conflict with, or result in a violation of (A) any provision of the Organizational Documents of Seller, or (B) any resolution adopted by the governing body of Seller; (ii) contravene, conflict with, or result in a violation of, or give any Governmental Authority or other Person the right to challenge the transaction or to exercise any remedy or obtain any relief under, any Law or any Order to which Seller, or any of the Purchased Assets, may be subject; (iii) contravene, conflict with, or result in a violation of any of the terms or requirements of, or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate, or modify, any Governmental Authorization included in the Purchased Assets; (iv) contravene, conflict with, or result in a violation or breach of any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or result in the importing, acceleration or increase of any payments or amounts due under, or to cancel, terminate, or modify, any Transferred Contract; or (v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Purchased Assets, except those Permitted Encumbrances noted on Schedule 3.3.



(b) Schedule 5.1(a) contains a complete and accurate list of all Required Notices and Seller Required Consents. As of the date and time of Closing, Seller shall have given all Required Notices and obtained all Seller Required Consents.

3.3 Title. Subject to the Permitted Encumbrance specified in Schedule 3.3, Seller has good, valid and marketable title to all of the Purchased Assets, free and clear of all other Encumbrances, and will effectively convey to Buyer at Closing, good and marketable title to all of the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances.

3.4 Condition of Purchased Assets. Schedule 2.1 contains a complete and accurate list of all Purchased Assets and (i) all Purchased Assets are in good condition (ordinary wear and tear excepted), no Purchased Asset is in need of any immediate repair or maintenance (other than normal and routine repair and maintenance), and (ii) there are no facts or conditions affecting the Purchased Assets which could interfere in any material respect with the use or operation thereof or their adequacy for such use.

3.5 Sufficiency of Assets. The Purchased Assets comprise all the properties and assets necessary or desirable to use and operate the Facilities after Closing in substantially the same manner as conducted prior to Closing or, if the Facilities were not in use or being operated prior to the Closing, in the manner in which Facilities are customarily used and operated.

3.6 No Material Adverse Effect. There has not been a Material Adverse Effect, and no event has occurred or circumstance exists that may result in a Material Adverse Effect.

3.7 Compliance with Laws; Governmental Authorizations. With the exception(s) noted on Schedule 3.7; (i) Seller is in full compliance with each Law that is or was applicable to the Purchased Assets; (ii) no known circumstance exists that (with or without notice or lapse of time) (A) may constitute or result in a violation or failure to comply with, any Law affecting the Purchased Assets, or (B) may require undertaking or bearing any cost of remedial action of any nature in connection with the Purchased Assets; and (iii) in connection with the Purchased Assets, Seller has not received any notice or other communication (whether oral or written) from any Governmental Authority or any other Person regarding (A) any actual, alleged, possible, or potential violation of, or failure to comply with, any Law, or (B) any actual, alleged, possible, or potential obligation to undertake, or bear any cost of, any remedial action of any nature.

3.8 Legal Proceedings; Orders.

(a) There is no pending Proceeding (i) that has been commenced by or against Seller or that otherwise relates to or may affect the Purchased Assets other than those that may be disclosed on Schedule 2.1; or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, the transaction. To Seller's knowledge, (1) no such Proceeding has been threatened and (2) no event has occurred or known circumstance exists that may give rise to or serve as a basis for the commencement of any such Proceeding, other than those that may be disclosed on Schedule 2.1.

(b) (i) There is no Order to which any of the Purchased Assets is subject; and (ii) Seller is not subject to any Order that relates to the Purchased Assets.

3.9 Insurance. Seller maintains and has at all times during which it has owned the Purchased Assets maintained without any gaps in coverage, adequate insurance protection against all Liabilities, Claims and risks relating to the Purchased Assets which it is customary and appropriate to insure, including general liability, professional liability, casualty, workmen's compensation, employee fidelity and other casualty and liability insurance.

3.10 Tax Matters. All Tax Returns that are required to be filed on or before the Closing Date by, on behalf of or relating to Seller or its financial results have been or will be duly and timely filed or are the subject of a timely filed and valid extension. All Taxes that are shown to be due on such Tax Returns with respect to the Purchased Assets have been or will be timely paid in full. Seller does not have in force any waiver of any statute of limitations in respect of Taxes or any extension of time with respect to a Tax assessment or deficiency. There are no pending or active audits or, to Seller's knowledge, threatened audits or proposed deficiencies or other claims for unpaid Taxes of Seller.

3.11 Solvency.

Seller is not now insolvent, and Seller will not be rendered insolvent by the Transaction. As used in this Section, "insolvent" means that the sum such Seller's debts and other probable Liabilities exceeds the present fair saleable value of such Seller's assets.

3.12 Full Disclosure.

(a) No representation or warranty of Seller in this Agreement and no statement in the Schedules omits to state a material fact necessary to make the statements herein or therein, in light of the circumstances in which they were made, not misleading.

(b) No notice given pursuant to Section 5.6 will contain any untrue statement or omit to state a material fact necessary to make the statements therein or in this Agreement, in light of the circumstances in which they were made, not misleading.

3.13 Environmental Matters. (a) Prior to Closing, Seller is willing to make available to Buyer, copies of all environmental site assessment reports, studies and related documents in the possession of, or available to, Seller or its Affiliates and that relate to environmental matters in connection with the location and operation of the Purchased Assets.

(b) Except as set forth on Schedule 3.13(b):

(i) Seller has not been served with notice of any Environmental Claims and, to Seller's knowledge, no Environmental Claims are threatened against Seller by any Governmental Authority or other Person (including any private citizen's group) under any Environmental Laws;

(ii) there has been no event or occurrence related to the location of the Purchased Assets or the Purchased Assets themselves that has caused or reasonably would be expected to cause Seller to fail to comply with any applicable Environmental Laws in any material respect;

(iii) there has been no Release of any Hazardous Material at the location of or from the Purchased Assets that could reasonably be expected to result in an Environmental Claim;

(iv) there are not outstanding, nor have there been issued, any judgments, decrees or judicial orders relating to the Purchased Assets regarding (A) compliance with any Environmental Law or (B) the investigation or cleanup of Hazardous Materials under any Environmental Law;

(v) Seller is in compliance with, in all material respects, and is not in violation of or liable in any material respect under, any Environmental Law in connection with the Purchased Assets; and

(vi) To Seller's knowledge, there are no Environmental Liabilities associated with the Purchased Assets that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

#### **ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller that the statements contained in this ARTICLE IV are true and correct as of the date hereof and will be true and correct as of the Closing Date.

4.1 Organization and Good Standing; Authority. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Oregon. Buyer has all corporate power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transaction contemplated hereby. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its respective terms.

4.2 No Conflict. Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of the transaction by Buyer will give any Person the right to prevent, delay, or otherwise interfere with the transaction pursuant to (i) any provision of Buyer's Organizational Documents; (ii) any resolution adopted by the governing body or shareholders of Buyer, if applicable; (ii) any Law or Order to which Buyer may be subject; or (iii) any Contract to which Buyer is a party or by which Buyer may be bound.

4.3 Certain Proceedings. There is no pending Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, the transaction. To Buyer's knowledge, no such Proceeding has been threatened.

#### **ARTICLE V. COVENANTS**

5.1 Regulatory Approvals.

(a) From the date of this Agreement until the earlier of the Closing or termination of this Agreement in accordance with its terms (the “Interim Period”), Seller will, to consummate the transaction (including the transfer of the Transferred Contracts to Buyer), take such reasonable steps as are necessary or desirable, and proceed diligently and in good faith and use all reasonable efforts to expedite and obtain the Required Consents, and to make all filings with, and to give all notices to, Governmental Authorities, and provide such other information and communications to such Governmental Authorities or other Persons, as such Governmental Authorities or other Persons may reasonably request in connection therewith. Buyer covenants that, during the Interim Period, Buyer will, to consummate the transaction (including the transfer of the Transferred Contracts to Buyer), take such reasonable steps as are necessary or desirable, and proceed diligently and in good faith and use all reasonable efforts to expedite and obtain the Required Consents, and to make all filings with, and to give all notices to, Governmental Authorities, and provide such other information and communications to such Governmental Authorities or other Persons, as such Governmental Authorities or other Persons may reasonably request in connection therewith. Schedule 5.1(a) contains a complete and accurate list of each Required Consent to be obtained in connection with consummation of the transaction. Nothing in this Section shall be construed to require Buyer to take any action with respect to filings with or notices to Governmental Authorities that in Buyer’s discretion could materially adversely affect any other Proceeding with such Governmental Authority. Each Party will cooperate fully in good faith with the other Party with respect to all filings that are required by Law or that such other Party elects to make in connection with the transaction. Each Party will also cooperate fully in good faith with the other in obtaining all material consents and approvals required under this Agreement.

(b) Each Party will provide the other Party a reasonable opportunity to review and provide prior comment upon any notices, filings or other submissions that the Party plans to deliver or submit to any Governmental Authority and will promptly provide to such other Party a copy of any such notices or filings. Each Party will provide prompt notification to the other Party when any approval referred to in Section 5.1(a) is obtained, taken, made or given, as applicable, and will advise the other Party of any material communications with any Governmental Authority from which such approval is required regarding any pending application or request for approval by such Governmental Authority of any of the transactions contemplated by this Agreement.

(c) To the extent that any Transferred Contract is not assignable without the consent of another party, then this Agreement shall not constitute an assignment or attempted assignment thereof if such assignment or attempted transfer thereof would constitute a breach thereof or a default thereunder. Without limiting the provisions of Section 5.1(a), if any such consent shall not be obtained, or if any attempted assignment of a Transferred Contract would be ineffective or would impair Buyer’s rights and obligations such that Buyer would not in effect acquire the benefit of substantially all of such rights and obligations, Seller shall cooperate with Buyer in any reasonable arrangement, to the extent legally permissible, designed to provide for Buyer the benefits intended to be assigned to Buyer under the Transferred Contract, including enforcement for the account of Buyer of any and all rights of Seller against the other party thereto arising out of the breach or cancellation thereof by such party or otherwise. If and to the extent that such arrangement is not made in a manner reasonably satisfactory to Buyer, Buyer shall have no obligation with respect to such Transferred Contract. The provisions of this Section 5.1(c) shall not affect the right of Buyer not to consummate the transaction if the conditions to Buyer’s obligations set forth in ARTICLE VII have not been fulfilled.

5.2 Additional Affirmative Covenants of Seller. During the Interim Period, Seller shall:

- (a) Use its best efforts to preserve intact the Purchased Assets;
- (b) Operate and maintain the Purchased Assets in the usual and ordinary course consistent with Good Operating Practices;
- (c) Maintain or cause to be maintained all insurance policies (or reasonably equivalent renewals or replacements thereof) covering the Purchased Assets until the Closing;
- (d) Take any and all commercially reasonable actions necessary or appropriate to ensure that Seller Required Notices are given and that all Required Consents and Seller Required Consents are obtained on or before the Closing. Seller shall otherwise cooperate with Buyer and use its best efforts to make all registrations, filings, and applications and to cause the other conditions to Buyer's obligation to close to be satisfied;
- (e) Take all actions that are reasonably necessary or appropriate to ensure that the representations and warranties in ARTICLE III remain true and correct in all respects at the Closing;
- (f) Bring about, as soon as practical after the date hereof, the satisfaction of all the conditions set forth in ARTICLE VII; and
- (g) Confer with Buyer concerning matters of a material nature affecting the Purchased Assets; and otherwise report periodically to Buyer concerning the status of the Purchased Assets.

5.3 Negative Covenants. During the Interim Period, Seller will not, without the prior consent of Buyer:

- (a) Permit, allow, or suffer to exist any new Encumbrance against any of the Purchased Assets with the exception of permitted attachments by communications licensees;
- (b) Sell, lease (as lessor), transfer, convey or otherwise dispose of any Purchased Assets (including by way of merger, liquidation or dissolution);
- (c) Make any material change in the operations of the Purchased Assets;
- (d) Prohibit payment of or delay payment of or prohibit or delay discharge of any assumed Liability;
- (e) Grant any waiver of any material term under, or give any material consent with respect to, any Transferred Contract;
- (f) Take or omit to take any action which, individually or in the aggregate, has or could be reasonably anticipated to have a Material Adverse Effect on the rights of Buyer under this Agreement;

(g) Take or omit to take any action that would require notification under Section 5.6 if each representation and warranty herein were remade as of the time of such action or omission; or

(h) Agree or commit to do any of the foregoing.

Notwithstanding the foregoing, Seller may take commercially reasonable actions with respect to emergency situations affecting the Purchased Assets so long as Seller shall, upon receipt of notice of any such actions, promptly inform Buyer of any such emergency actions taken outside the ordinary course of business.

5.4 No Duty to Accept Changes. Notwithstanding anything to the contrary contained in this Agreement (including obligations to act commercially reasonably), Buyer shall not be required to accept or honor (nor shall Seller be permitted to accept or honor except with Buyer's prior written consent) any conditions, changes, modifications or additions to, or in connection with, any Transferred Contracts or the Purchased Assets (or any portion thereof), other than modifications of a ministerial nature.

5.5 Access and Investigation. During the Interim Period, Seller and its Representatives will (a) afford Buyer and its Representatives (collectively, "Buyer's Advisors") full and free access to the Purchased Assets and associated contracts, books and records, and documents and data related to the Purchased Assets, (b) furnish to Buyer and Buyer's Advisors copies of all such contracts, books and records, and other existing documents and data related to the Purchased Assets as Buyer may reasonably request, and (c) furnish to Buyer and Buyer's Advisors such additional financial, operating, and other data and information related to the Purchased Assets as Buyer may reasonably request.

5.6 Notification. During the Interim Period, Seller will promptly notify Buyer in writing if Seller becomes aware of any fact or condition that causes or constitutes a breach of any of Seller's representations and warranties as of the Agreement Date, or if Seller becomes aware of the occurrence after the Agreement Date of any fact or condition that would (except as expressly contemplated by this Agreement) cause or constitute a breach of any such representation or warranty had such representation or warranty been made as of the time of occurrence or discovery of such fact or condition. During the Interim Period, Seller will promptly notify Buyer of the occurrence of any breach of any covenant of the Seller in this Agreement or of the occurrence of any event that may make satisfaction of the conditions in ARTICLE VII and ARTICLE VIII of this Agreement impossible or unlikely. Notwithstanding anything to the contrary, no such notice or disclosure shall be deemed to amend or supplement the Schedules or to prevent or cure any misrepresentation or breach.

5.7 Best Efforts. During the Interim Period, Seller shall use its best efforts to cause the conditions in ARTICLE VII to be satisfied.

During the Interim Period, Buyer shall use its best efforts to cause the conditions in ARTICLE VIII to be satisfied.

**ARTICLE VI.  
ADDITIONAL AGREEMENTS**

6.1 Expenses. Each Party shall pay its own, fees, costs and expenses (including fees and expenses of legal counsel, investment bankers, brokers or other representatives and consultants and appraisal fees and expenses) incurred in connection with or related to the sales process, the negotiation of this Agreement, the performance of its obligations hereunder, and the consummation of the transaction.

6.2 Risk of Loss. During the Interim Period, all risk of loss or damage to the property included in the Purchased Assets shall be borne by Seller. At time of Closing, title shall pass from Seller to Buyer and Seller's responsibility for loss or damage shall cease.

**ARTICLE VII.  
CONDITIONS TO OBLIGATIONS OF BUYER**

Buyer's obligation to purchase the Purchased Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in writing only by Buyer, in whole or in part):

7.1 Accuracy of Representations. All of Seller's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall be true and correct as of the Agreement Date, and shall be true and correct as of the Closing Date as if made on the Closing Date.

7.2 Seller's Performance. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of the covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

7.3 Deliveries. Each document required to be delivered pursuant to Section 2.5 shall have been delivered.

7.4 Consents and Approvals. Each of the Required Consents, if any, shall have been obtained and be in full force and effect and such actions as Buyer's counsel may reasonably require will have been taken in connection therewith.

7.5 Approvals of Governmental Authorities. All Required Consents of Governmental Authorities shall have been obtained with such terms and conditions as shall have been imposed by the Governmental Authority issuing such Required Consents, and such terms or conditions in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

7.6 No Prohibition. Neither the consummation nor the performance of the transaction will, directly or indirectly (with or without notice or lapse of time), materially contravene, or conflict with, or result in a material violation of, or cause Buyer or any Person affiliated with Buyer to suffer any material adverse consequence under, (a) any applicable Law or Order, or (b)

any Law or Order that has been published, introduced, or otherwise proposed by or before any Governmental Authority.

7.7 No Proceedings. Buyer will have received evidence reasonably acceptable to it that, other than that disclosed in Schedule 2.1, no Litigation is pending or threatened (i) involving any challenge to, or seeking damages or other relief in connection with the Purchased Assets or the transaction, (ii) that may have the effect of preventing, delaying, making illegal, or otherwise interfering with the transaction, (iii) seeking to prohibit direct or indirect ownership or operation by Buyer of the Purchased Assets, or to compel Buyer or any of its Affiliates to dispose of, or to hold separately, or to make any change not otherwise agreed to in any portion of the business or assets of Buyer or its Affiliates as a result of the transaction, (iv) seeking to require direct or indirect transfer or sale by Buyer of, or to impose material limitations on the ability of Buyer to exercise full rights of ownership of, any of the Purchased Assets or (v) imposing or seeking to impose material Damages or sanctions directly arising out of the transaction on Buyer or Seller or any of their respective officers or directors.

7.8 No Material Adverse Effect. There shall have been no change in or event relating to Seller that has had or that Buyer expects to have a Material Adverse Effect or a material adverse effect on the transaction.

## **ARTICLE VIII. CONDITIONS TO OBLIGATIONS OF SELLER**

Seller's obligation to sell the Purchased Assets and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived in writing only by Seller, in whole or in part):

8.1 Accuracy of Representations. All of Buyer's representations and warranties in this Agreement (considered collectively), and each of these representations and warranties (considered individually), shall be true and correct as of the date of this Agreement, and shall be true and correct as of the Closing Date as if made on the Closing Date.

8.2 Buyer's Performance.

(a) All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all material respects.

(b) Each document required to be delivered pursuant to Section 2.6 shall have been delivered.

8.3 No Injunction. There shall not be in effect any Law or any injunction or other Order that (a) prohibits the sale of the Purchased Assets by Seller to Buyer and (b) has been adopted or issued, or has otherwise become effective, since the date of this Agreement.



## **ARTICLE IX. TERMINATION**

9.1 Termination. This Agreement may be terminated by written notice at any time prior to the Closing Date only in one of the following ways:

(a) By the mutual written consent of Buyer and Seller.

(b) By Buyer if a material breach of any provision of this Agreement has been committed by Seller or (ii) by Seller if a material breach of any provision of this Agreement has been committed by Buyer.

(c) By Buyer if any of the conditions in ARTICLE VII has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through Buyer's breach of this Agreement) or (ii) by Seller if any of the conditions in ARTICLE VIII has not been satisfied as of the Closing Date or if satisfaction of such a condition is or becomes impossible (other than through Seller's breach of this Agreement).

(d) By Buyer or Seller if Closing has not occurred (other than through the failure of the party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before October 21, 2022, or such later date as the Parties may agree in writing.

9.2 Effect of Termination. If this Agreement is terminated pursuant to Section 9.1, neither Party shall have any continuing obligation hereunder, except that (a) Sections 6.1 (Expenses), ARTICLE XII (General Provisions), and this Section will survive any termination hereof and (b) if this Agreement is terminated due to a breach of a Party, then the other Party shall retain full rights to pursue all legal remedies notwithstanding termination.

## **ARTICLE X. SURVIVAL AND INDEMNIFICATION**

10.1 Survival. All representations, warranties, covenants, and obligations in this Agreement, the Schedules, the certificates delivered pursuant to Sections 2.5 and 2.6, and any other certificate or document delivered pursuant to this Agreement will survive the Closing. The right to indemnification, payment of Damages or other remedy based on such representations, warranties, covenants, and obligations will not be affected by any investigation conducted with respect to, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant, or obligation. The waiver of any condition based on the accuracy of any representation or warranty, or on the performance of or compliance with any covenant or obligation, will not affect the right to indemnification, payment of Damages, or other remedy based on such representations, warranties, covenants, and obligations.

10.2 Indemnification; Remedies.

(a) From and after the Closing, Seller hereby agrees to indemnify, defend and hold harmless Buyer and its Representatives and Affiliates and their respective successors and assigns, shareholders, officers, directors, employees and agents from and against any and all

Damages, whether or not involving a Third-Party Claim, resulting from or arising out of or in connection with:

- i. any breach or inaccuracy of a representation or warranty made by Seller in this Agreement or any Seller Related Document;
- ii. the breach by Seller of, or default in the performance by Seller of, any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement or in any Seller Related Document;
- iii. any Environmental Liabilities that accrue, arise or occur prior to the Closing; and
- iv. Liabilities which arise out of or are related to Seller's ownership of the Purchased Assets prior to Closing;

(b) From and after the Closing, Buyer hereby agrees to indemnify, defend and hold harmless Seller and its Representatives and Affiliates and their respective successors and assigns, shareholders, officers, directors, employees and agents from and against any and all Damages, whether or not involving a Third-Party Claim, resulting from or arising out of or in connection with:

- i. any breach or inaccuracy of a representation or warranty made by Buyer in this Agreement or any Buyer Related Document; and
- ii. the breach by Buyer of, or default in the performance by Buyer of, any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement or in any Buyer Related Document.

### 10.3 Procedure for Indemnification – Third-Party Claims.

(a) If either Party shall claim indemnification hereunder arising from any Claim of a third party, the Party seeking indemnification (the "Indemnified Party") shall notify in writing the Party from which indemnification is sought (the "Indemnifying Party") of the basis for such Claim, setting forth the nature of the Claim in reasonable detail. The failure of the Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any indemnification obligation hereunder except to the extent that the defense of such Claim is materially prejudiced by the failure to give such notice.

(b) If any Proceeding is brought by a third party against an Indemnified Party and the Indemnified Party gives notice to the Indemnifying Party pursuant to Section 10.3(a), the Indemnifying Party shall be entitled to participate in such Proceeding and, to the extent that it wishes, to assume the defense of such Proceeding, if (i) the Indemnifying Party provides written notice to the Indemnified Party that the Indemnifying Party intends to undertake such defense, (ii) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently with counsel reasonably satisfactory to the Indemnified Party and (iii) the Indemnifying Party is a party to the Proceeding, the Indemnifying Party has determined in good faith that joint representation would not be inappropriate because of a conflict in interest. The Indemnified Party shall, in its sole discretion, have the right to employ separate counsel (who may be selected

by the Indemnified Party in its sole discretion) in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be paid by such Indemnified Party. The Indemnified Party shall fully cooperate with the Indemnifying Party and its counsel in the defense or compromise of such Claim. If the Indemnifying Party assumes the defense of a Proceeding, no compromise or settlement of such Claims may be effected by the Indemnifying Party without the Indemnified Party's consent unless (A) there is no finding or admission of any violation of Law or any violation of the rights of any Person and no effect on any other Claims that may be made against the Indemnified Party and (B) the sole relief provided is monetary Damages that are paid in full by the Indemnifying Party.

(c) If (i) the Indemnified Party gives notice to the Indemnifying Party of the commencement of any third-party legal Proceeding and the Indemnifying Party does not, within ten (10) days after the Indemnified Party's notice is given, give notice to the Indemnified Party of the Indemnifying Party's election to assume the defense of such legal Proceeding, (ii) any of the conditions set forth in clauses (i) through (iii) of Section 10.3(b) above become unsatisfied or (iii) an Indemnified Party determines in good faith that there is a reasonable probability that a legal Proceeding may adversely affect it other than as a result of monetary Damages for which it would be entitled to indemnification from the Indemnifying Party under this Agreement, the Indemnified Party shall (upon notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Claim; provided that the Indemnifying Party shall reimburse the Indemnified Party for the Indemnified Party's costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses) and the Indemnifying Party shall remain responsible for any indemnifiable amounts arising from or related to such Third Party Claim to the fullest extent provided in this ARTICLE X. The Indemnifying Party may elect to participate in such legal Proceedings, negotiations or defense at any time at its own expense.

## **ARTICLE XI. DISPUTE RESOLUTION**

Except as may be expressly provided elsewhere in this Agreement to the contrary, any dispute arising out of or in connection with this Agreement or its performance, including but not limited to its validity, construction, or enforcement shall, to the extent possible, be resolved amicably by negotiation between the Parties represented by the signatories to this Agreement or their assigned agent or successor, prior to either party initiating legal action. Both Buyer and Seller agree to make good faith efforts to resolve any dispute under this Agreement as provided in this Article XI. If a Party believes a dispute exists that is subject to this Article XI, the Party shall provide the other Party with notice of such dispute. If the Parties have failed to resolve a dispute under this Article XI within thirty (30) days of such notice of dispute, either Party may seek any remedy that it may have in law or equity. Negotiations and meetings conducted pursuant to this Article XI shall be confidential and shall be treated as compromise and settlement discussions not admissible in any legal Proceeding involving this Agreement, in accordance with state and federal Rules of Evidence. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE, OR TO REQUEST THE CONSOLIDATION

OF, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

**ARTICLE XII.  
GENERAL PROVISIONS**

12.1 Notices

All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by registered or certified mail (return receipt requested) or sent via email (with like acknowledgment of receipt) to the Parties at the following addresses; provided, however, that notices sent by mail will not be deemed given until received:

If to Seller, to:

Portland General Electric  
121 SW Salmon, 3WTC0409  
Portland, OR 97204  
Attn: Director of Transmission & Reliability Services  
Telephone No.: 503-464-7155  
Email: TransmissionProvider@pgn.com

If to Buyer, to:

PacifiCorp  
825 NE Multnomah Street, Suite 1600  
Portland, Oregon 97232  
Attention: Director Transmission Services  
Telephone No.: 503-813-7237  
Email: Brian.Fritz@PacifiCorp.com

12.2 Disclosure Schedules

Information set forth in the Schedules to this Agreement specifically refers to the section of this Agreement to which such information is responsive and such information shall be deemed to have been disclosed with respect to any other article or section of this Agreement or for any other purpose, regardless of whether or not it is specifically cross-referenced in another schedule. The right to indemnification or other remedy based on any representation, warranty, covenant or obligation herein or in any document delivered hereunder will not be affected by any investigation conducted with respect to or any knowledge acquired (or capable of being acquired) at any time, whether before, at or after the Closing Date, with respect to the accuracy or inaccuracy of or compliance with any such representation, warranty, covenant or obligation.

12.3 Entire Agreement; No Third-Party Beneficiaries. This Agreement, the Exhibits, Schedules, and other documents among the Parties referenced herein (a) constitute the entire agreement by and among the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings both written and oral, among the Parties with respect to the subject matter hereof, and (b) shall be binding upon and inure solely to the benefit of each Party, and nothing in herein or therein, express or implied, is intended to or shall confer upon any other person any other right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. The Exhibits and Schedules attached to this Agreement are hereby incorporated into and form a part of this Agreement. If any term or condition, express or implied, of any Exhibit or Schedule conflicts or is at variance with any term or condition in the body of this Agreement, the term or condition in the body of this Agreement shall control and prevail.

12.4 Amendment. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each Party.

12.5 Assignment. Buyer may, without consent, assign any or all of its rights under this Agreement to any Affiliate or successor of Buyer and may designate any such Affiliate or successor to acquire any of the Purchased Assets. With respect to PacifiCorp, an Affiliate includes entities in which Berkshire Hathaway Inc. owns more than a 5% interest; over which Berkshire Hathaway Energy exercises management control; or which is listed in an exhibit to the contract. Seller may assign its rights and obligations under this Agreement without limitation.

12.6 Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision to other persons or circumstances will be interpreted so as reasonably to effect the intent of the Parties. The Parties further agree to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such void or unenforceable provision.

12.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each Party irrevocably consents to the exclusive jurisdiction and venue of any court within Multnomah County, Oregon, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein.

12.8 Conditions. To the extent that this Agreement provides that the rights of a Party are conditioned upon satisfaction of conditions, such conditions will be deemed satisfied if the Party responsible therefore has taken the steps necessary to act and is prepared to perform and to tender documents required to be performed or tendered by such Party, it being understood that actual performance or tendering of documents shall not be required if the other Party has not satisfied its obligations and is not willing or able to perform or other conditions have not been met.

12.9 Remedies. The Parties recognize that, in the event that a Party should refuse to perform any provisions of this Agreement, monetary Damages alone will not be adequate. The

non-defaulting Party shall therefore be entitled, in addition to any other remedies which may be available, to obtain specific performance of the terms of this Agreement. In the event of any action to enforce this Agreement specifically, the defaulting Party hereby waives the defense that there is an adequate remedy at law. No remedy conferred by any specific provision of this Agreement (including termination under Section 9.1) is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at Law or in equity or by statute or otherwise. The election of any one or more remedies by a Party shall not constitute a waiver of the right to pursue other available remedies at any time.

12.10 WAIVER OF CERTAIN DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCEPT AS PROVIDED WITH RESPECT TO ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AWARDED IN CONNECTION WITH THIRD PARTY CLAIMS THAT ARE PART OF A LOSS WHICH MAY BE INDEMNIFIED UNDER ARTICLE X, A PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES FOR ANY LOST OR PROSPECTIVE PROFITS, OR REPLACEMENT POWER COST OR ANY SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, MORAL, INCIDENTAL OR INDIRECT LOSSES OR DAMAGES (IN TORT, CONTRACT, OR BASED ON ANY OTHER LEGAL OR EQUITABLE THEORY) UNDER OR IN RESPECT OF THIS AGREEMENT, WHETHER OR NOT ARISING FROM THE PARTY'S SOLE, JOINT OR CONCURRENT NEGLIGENCE AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.11 No Waiver No delay or forbearance by a Party in exercising any right or remedy accruing to such Party upon the occurrence of any breach or default by the other Party under this Agreement shall impair any such right or remedy of such Party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver on the part of either Party of any provision or condition of this Agreement must be in writing signed by the Party to be bound by such waiver and shall be effective only to the extent specifically set forth in such writing and shall not limit or affect any rights with respect to any other or future circumstance.

12.12 Counterparts; Electronic Signatures; Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute one agreement. It is further agreed that an Electronic Signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature. For purposes of this Agreement, "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record. Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either Party, the Parties will confirm facsimile transmitted signatures by signing an original document.

\* \* \*

[Signature lines are on the next page.]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party as of the Agreement Date.

BUYER:

**PACIFICORP**

By: **Rick Vail** Digitally signed by Rick Vail  
Date: 2022.07.20 17:21:15  
-07'00'


Name: **Rick Vail**

Title: **VP, Transmission**

ATTEST: \_\_\_\_\_

SELLER:

**PORTLAND GENERAL ELECTRIC COMPANY**

By: James A. Ajello James A. Ajello (Jul 26, 2022 17:09 PDT) 

Name: **James A. Ajello**

Title: **SVP-Finance, CFO & Treasurer**



## EXHIBIT A

### **Description of the PGE-Owned Facilities included within the scope of Purchased Assets<sup>1</sup> from the existing, 57kV line running from Bonneville Power Administration's St Johns Substation to PacifiCorp's Knott Substation.**

The 57kV path being sold by PGE to PAC begins at BPA's St. Johns Substation, extending to the east, to just outside PacifiCorp's Columbia Substation, which is located just north of the corner of N Vancouver Ave. and N. Farragut St. The Purchased Assets consist of 180 count 57kV line pole structures and associated transmission line components, including transmission guy stub poles, along with 111,830 linear feet of conductor, guys, and anchors including the foundations, jumpers, and insulators for such facilities, as further depicted in the attached map of the line route, but the Purchased Assets expressly exclude PGE's distribution level assets that may be attached on those same poles along the described route, as well as the distribution level transformers that are running at 11kV or 13 kV.

The Purchased Assets are more fully described below (See also the attached list of transmission poles labeled "Northern Line Sale Pole List"), and they include the existing easements for this 57 kV line that are identified in Schedule 2.1.

22 each	<= 60 foot wood poles (13 of the 22 poles are guy stubs)
158 each	>= 65 foot wood poles
1 lot	60,192 lineal feet of 4/0 AWG Copper conductor
1 lot	51,638 lineal feet of 795 AAC "Arbutus" conductor

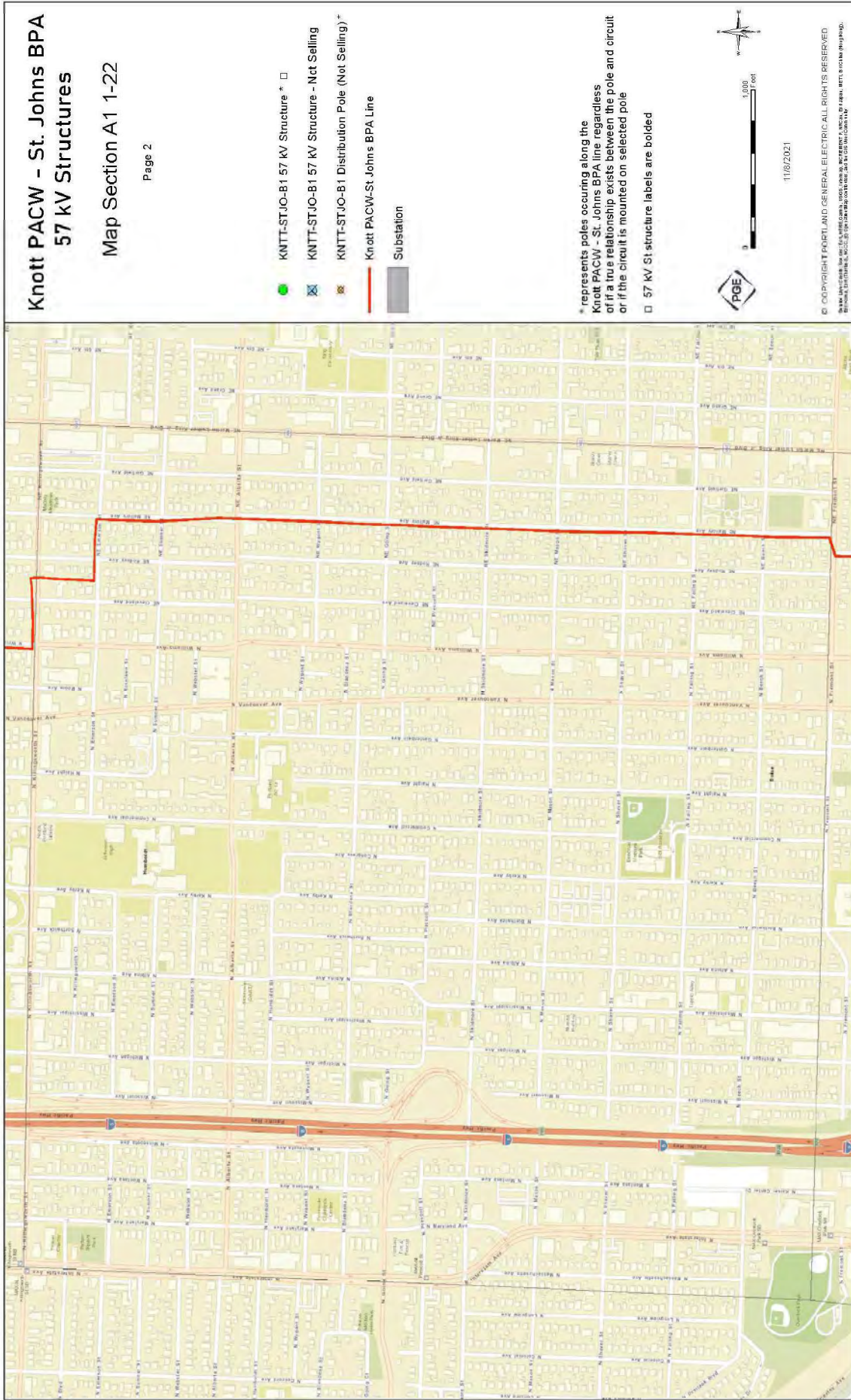
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<sup>1</sup> The items listed on this Exhibit A are not intended to be an exhaustive list of all "Purchased Assets," rather it is intended to be a list of all tangible transmission assets that are expected to be transferred to Buyer from Seller at the time of Closing.

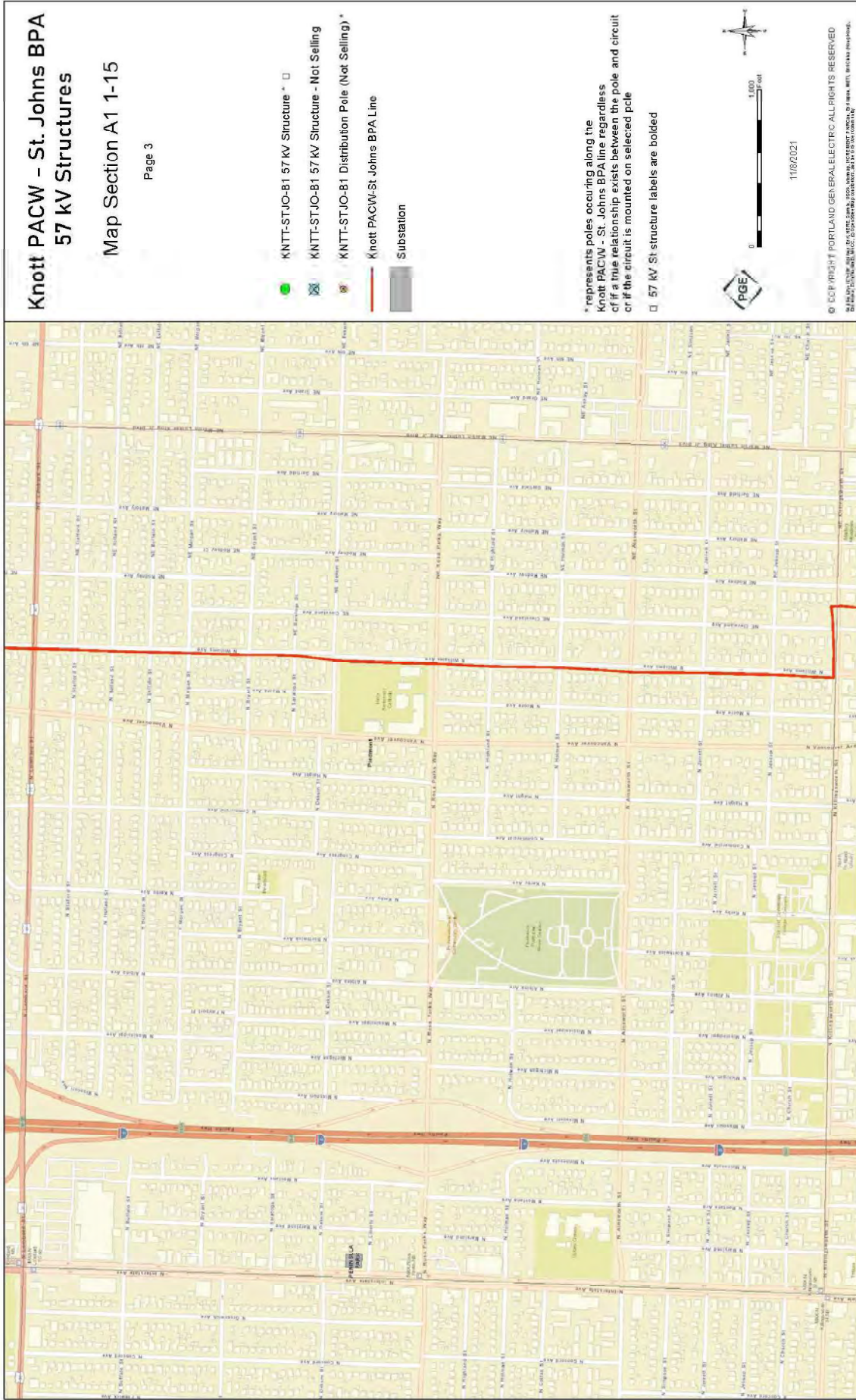
Map of the Line Route



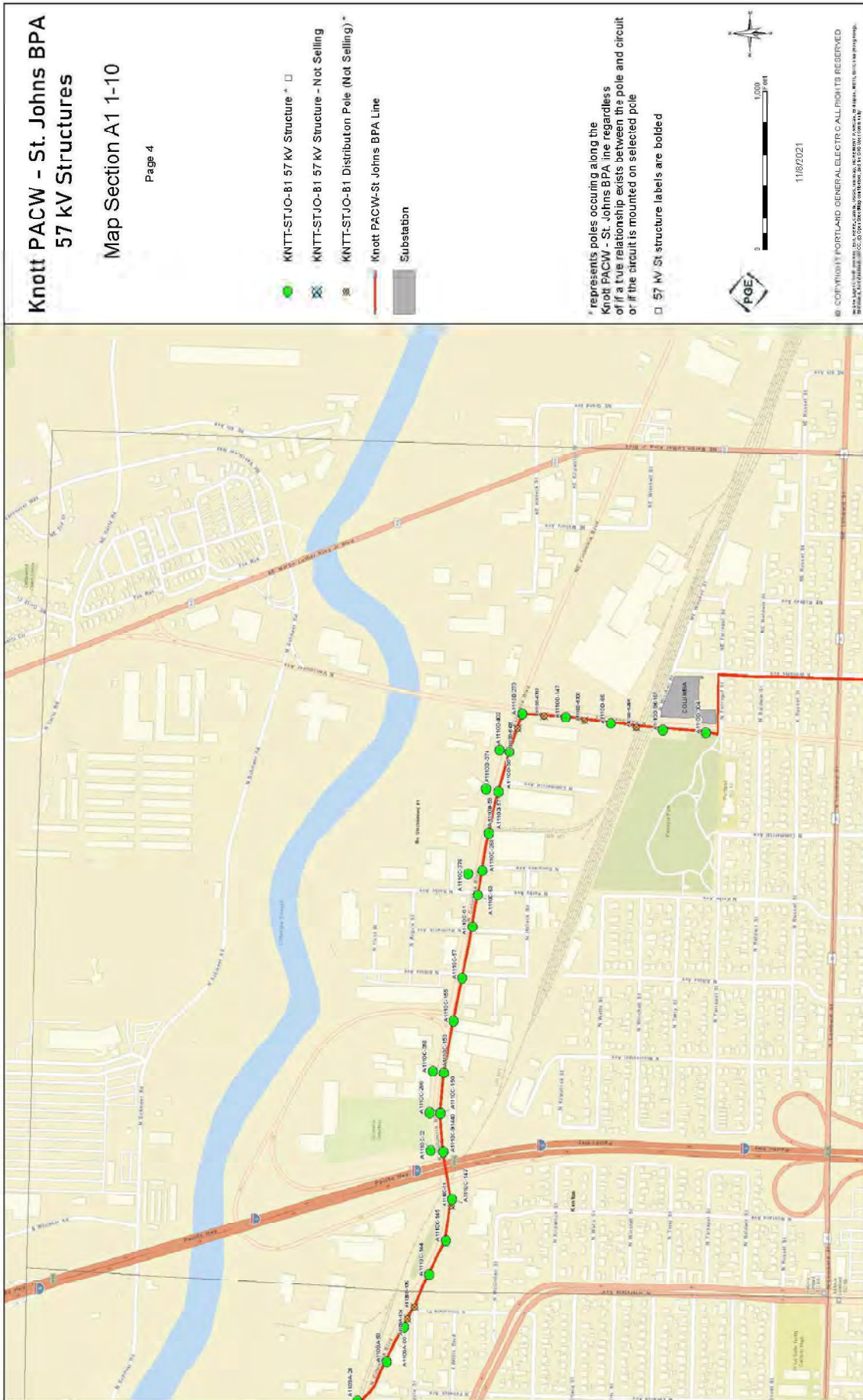
Map of the Line Route



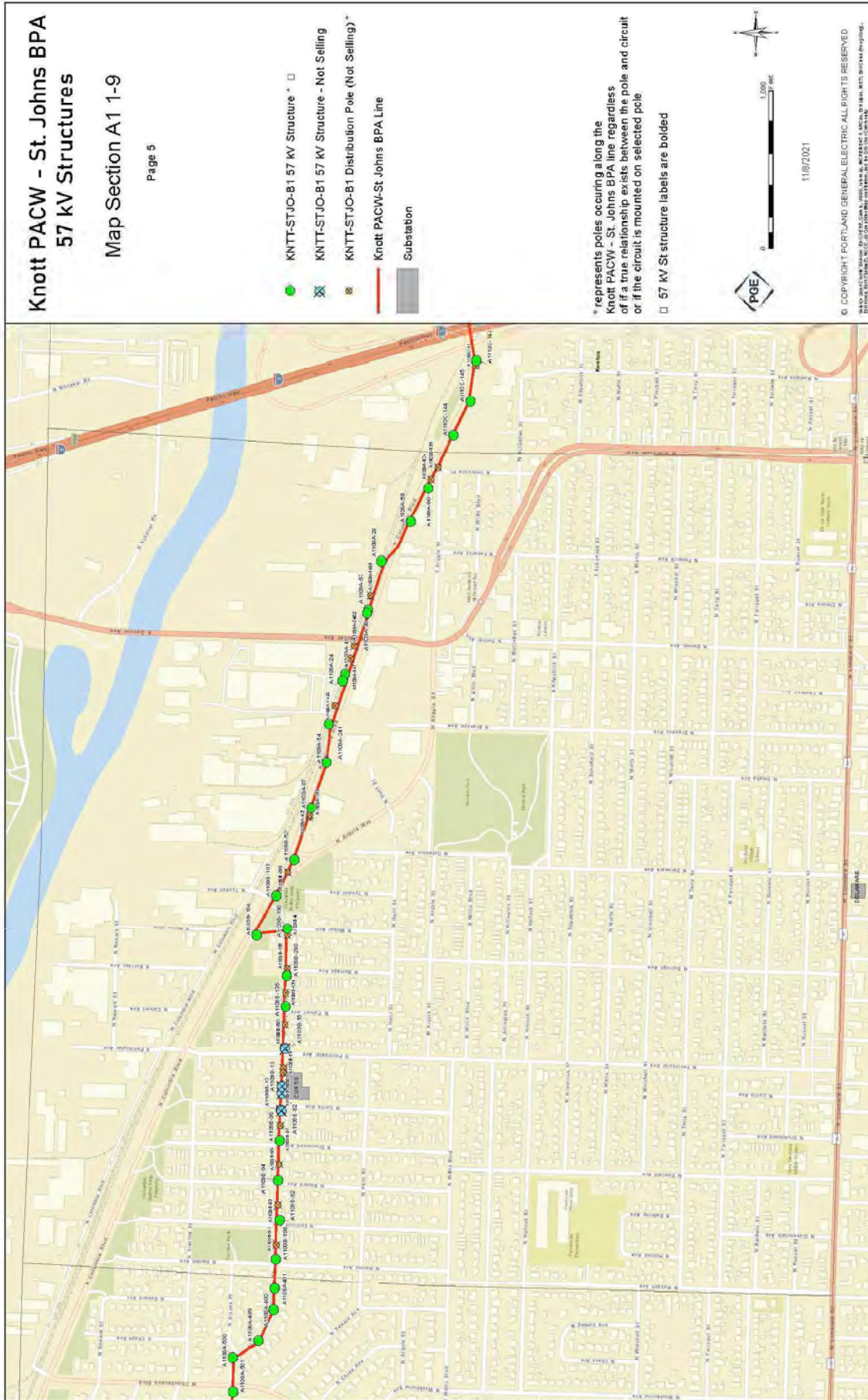
Map of the Line Route



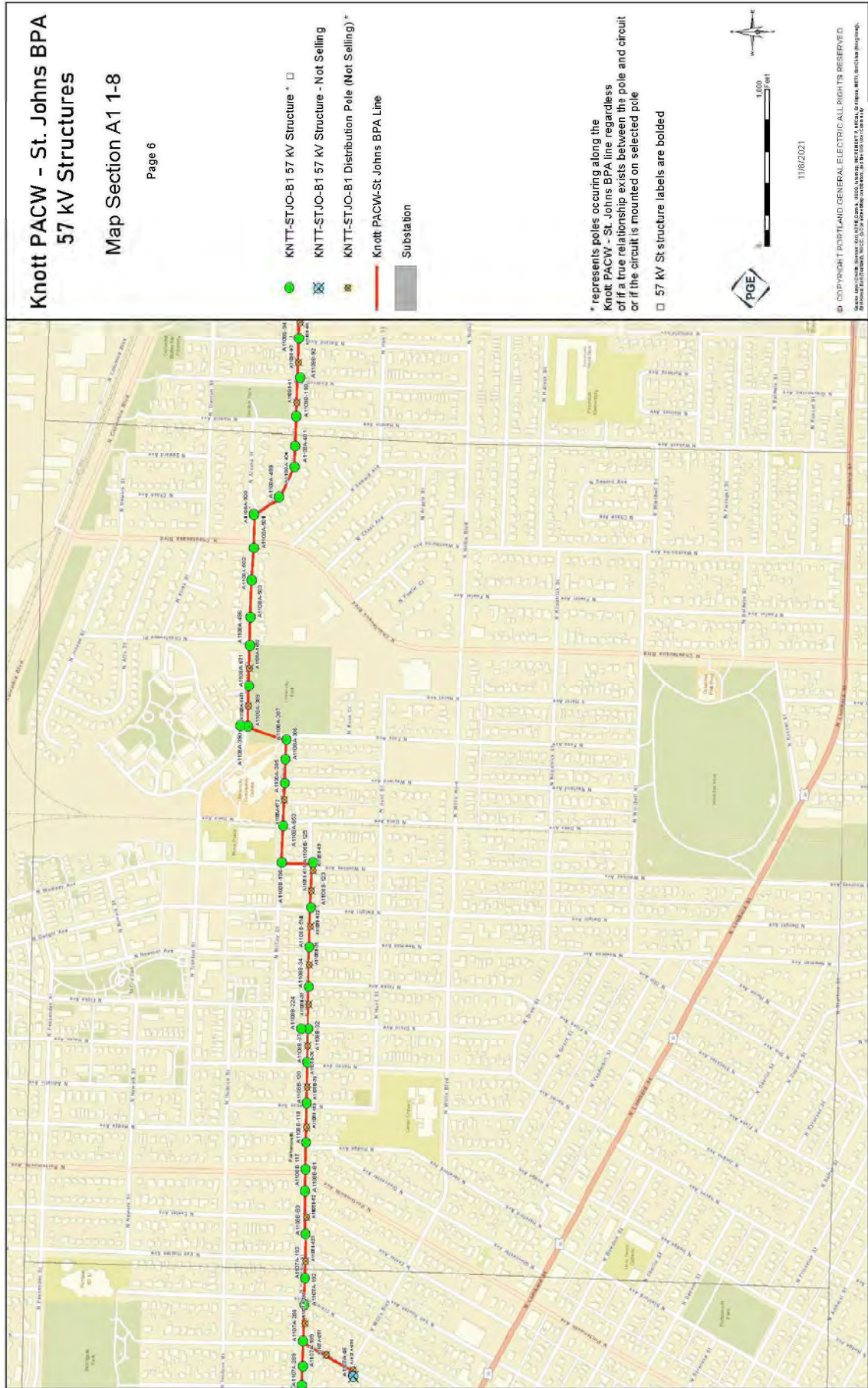
Map of the Line Route



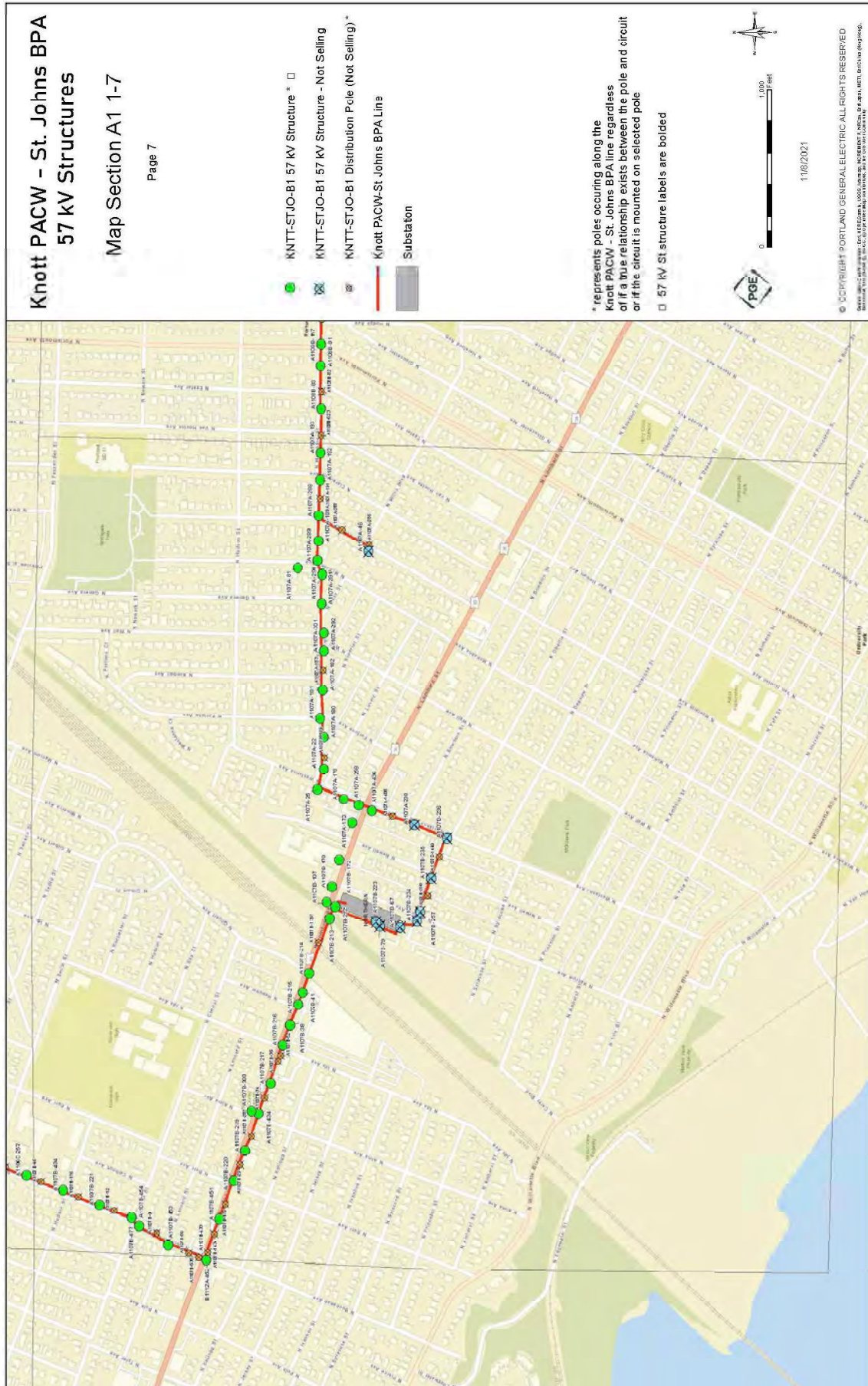
Map of the Line Route



Map of the Line Route

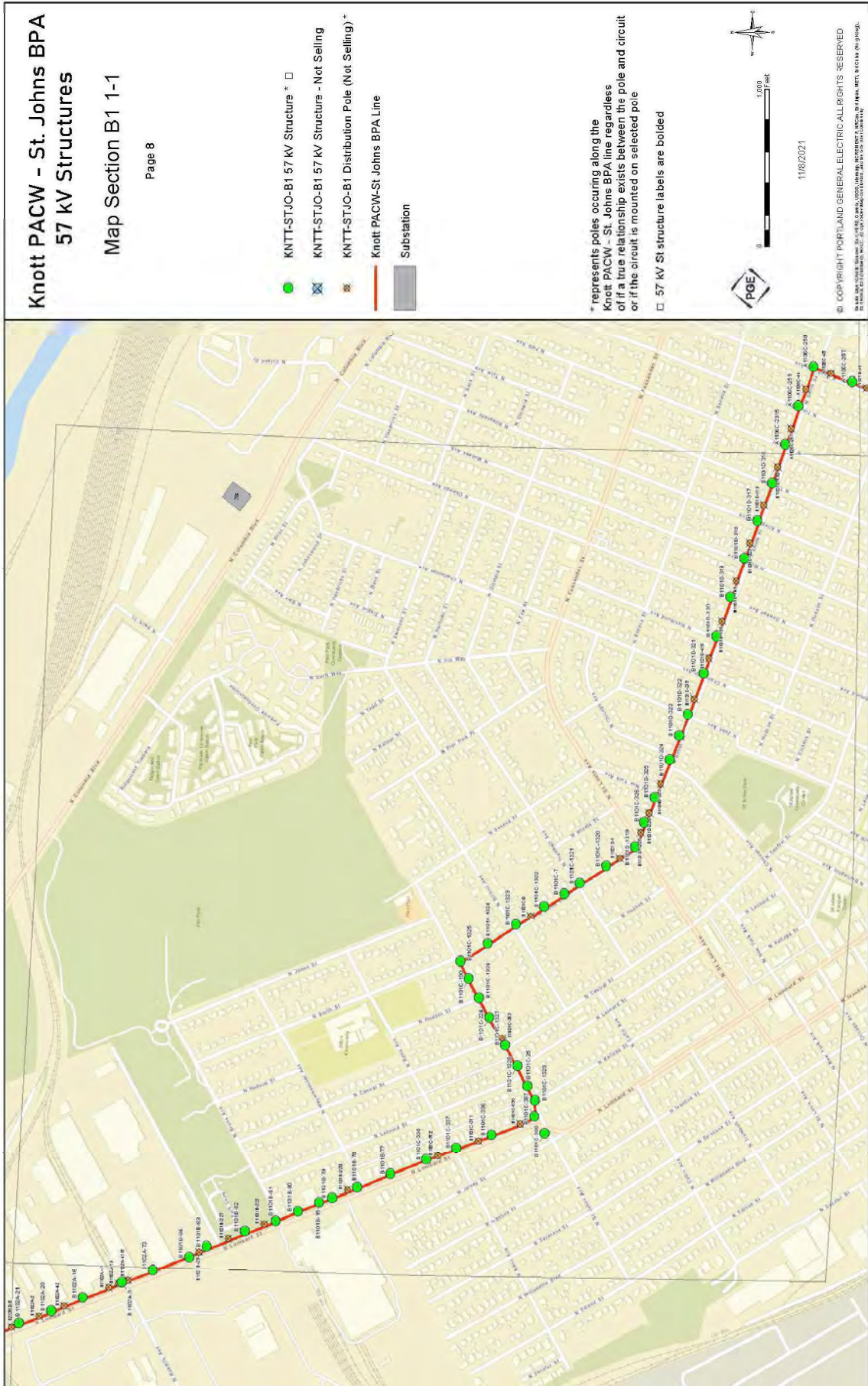


Map of the Line Route





Map of the Line Route



Map of the Line Route



Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
A1110D-304	A1110D	304	1/1/1961	1	85	DFIR	-122.66830	45.57956	N	N
A1110D-96161	A1110D	96161	1/1/1961	1	80	DFIR	-122.66828	45.58034	N	N
A1110D-66	A1110D	66	1/1/1955	1	100	DFIR	-122.66812	45.58128	N	N
A1110D-147	A1110D	147	12/31/1959	1	95	DFIR	-122.66800	45.58209	N	N
A1110D-273	A1110D	273	1/1/1976	1	90	DFIR	-122.66795	45.58287	N	N
A1110D-55	A1110D	55	12/31/1973	1	80	DFIR	-122.66890	45.58308	N	N
A1110D-402	A1110D	402	2/26/2007	2	35	DFIR	-122.66886	45.58326	Y	N
A1110D-57	A1110D	57	12/31/1975	2	80	DFIR	-122.66989	45.58326	N	N
A1110D-374	A1110D	374	12/31/1965	1	45	DFIR	-122.66983	45.58348	Y	N
A1110D-59	A1110D	59	12/31/1959	2	80	DFIR	-122.67090	45.58341	N	N
A1110C-268	A1110C	268	12/31/1973	3	80	DFIR	-122.67185	45.58352	N	N
A1110C-376	A1110C	376	12/31/1974	2	35	DFIR	-122.67194	45.58377	Y	N
A1110C-63	A1110C	63	12/31/1973	2	80	DFIR	-122.67245	45.58358	N	N
A1110C-61	A1110C	61	12/31/1970	2	80	DFIR	-122.67323	45.58366	N	N
A1110C-57	A1110C	57	12/31/1957	2	80	DFIR	-122.67450	45.58382	N	N
A1110C-155	A1110C	155	1/1/1971	2	75	DFIR	-122.67557	45.58396	N	N

Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
A1110C-153	A1110C	153	12/31/1970	1	70	DFIR	-122.67685	45.58411	N	N
A1110C-358	A1110C	358	12/31/1969	2	25	DFIR	-122.67681	45.58430	Y	N
A1110C-150	A1110C	150	1/1/1963	1	80	DFIR	-122.67784	45.58415	N	N
A1110C-266	A1110C	266	8/27/2020	1	35	DFIR	-122.67784	45.58435	Y	N
A1110C-91440	A1110C	91440	2/4/2008	1	120	DFIR	-122.67879	45.58408	N	N
A1110C-32	A1110C	32	2/4/2008	3	35	DFIR	-122.67877	45.58431	Y	N
A1110C-147	A1110C	147	1/1/1980	1	105	DFIR	-122.67996	45.58390	N	Y
A1110C-145	A1110C	145	1/1/1963	2	80	DFIR	-122.68098	45.58399	N	Y
A1110C-144	A1110C	144	6/19/2016	1	85	DFIR	-122.68182	45.58428	N	Y
A1109A-60	A1109A	60	9/1/1994	4	75	WCEDAR	-122.68314	45.58470	N	Y
A1109A-58	A1109A	58	12/31/1970	2	70	DFIR	-122.68399	45.58499	N	Y
A1109A-28	A1109A	28	6/11/2001	1	95	DFIR	-122.68498	45.58550	N	Y
A1109A-57	A1109A	57	12/31/1970	H1	90	DFIR	-122.68619	45.58571	N	Y
A1109A-38	A1109A	38	6/11/2001	1	110	DFIR	-122.68628	45.58573	N	Y
A1109A-41	A1109A	41	6/11/2001	1	110	DFIR	-122.68778	45.58609	N	Y

Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
A1109A-24	A1109A	24	12/31/1970	2	95	DFIR	-122.68794	45.58613	N	Y
A1109A-241	A1109A	241	4/26/2001	2	85	DFIR	-122.68904	45.58635	N	Y
A1109A-54	A1109A	54	12/31/1989	1	80	DFIR	-122.68998	45.58637	N	Y
A1109A-87	A1109A	87	1/1/1971	2	70	DFIR	-122.69111	45.58662	N	Y
A1109B-52	A1109B	52	6/29/2006	1	70	DFIR	-122.69240	45.58691	N	Y
A1109B-197	A1109B	197	1/1/1969	2	65	DFIR	-122.69329	45.58721	N	Y
A1109B-104	A1109B	104	10/1/1989	1	70	DFIR	-122.69428	45.58754	N	Y
A1109B-196	A1109B	196	9/14/2017	4	65	WCEDAR	-122.69409	45.58699	N	Y
A1109B-260	A1109B	260	12/30/2020	1	90	DFIR	-122.69526	45.58699	N	Y
A1109B-135	A1109B	135	12/30/2020	1	75	DFIR	-122.69602	45.58699	N	Y
A1109B-96	A1109B	96	12/31/1981	2	65	DFIR	-122.69932	45.58704	N	Y
A1109B-94	A1109B	94	12/31/1981	1	65	DFIR	-122.70031	45.58704	N	Y
A1109B-92	A1109B	92	12/31/1976	1	60	DFIR	-122.70128	45.58700	N	Y
A1109B-198	A1109B	198	12/31/1978	1	70	DFIR	-122.70224	45.58705	N	Y
A1108A-401	A1108A	401	3/1/2002	1	70	DFIR	-122.70297	45.58705	N	Y

Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
A1108A-400	A1108A	400	7/27/2018	1	80	DFIR	-122.70350	45.58705	N	Y
A1108A-499	A1108A	499	7/27/2018	1	80	DFIR	-122.70427	45.58732	N	Y
A1108A-500	A1108A	500	1/1/1958	1	80	DFIR	-122.70471	45.58776	N	Y
A1108A-501	A1108A	501	11/9/2010	1	85	DFIR	-122.70554	45.58774	N	Y
A1108A-502	A1108A	502	12/31/1995	1	75	WCEDAR	-122.70636	45.58776	N	Y
A1108A-503	A1108A	503	1/1/1958	3	70	WCEDAR	-122.70727	45.58777	N	Y
A1108A-486	A1108A	486	12/31/1972	1	70	DFIR	-122.70796	45.58777	N	Y
A1108A-671	A1108A	671	12/31/1972	1	65	DFIR	-122.70897	45.58777	N	Y
A1108A-389	A1108A	389	12/31/1996	1	70	DFIR	-122.70998	45.58777	N	Y
A1108A-390	A1108A	390	12/31/1972	1	25	DFIR	-122.70997	45.58790	Y	Y
A1108A-387	A1108A	387	1/11/2021	1	75	DFIR	-122.71029	45.58707	N	Y
A1108A-386	A1108A	386	1/11/2021	1	70	DFIR	-122.71077	45.58708	N	Y
A1108A-385	A1108A	385	12/31/1980	1	60	DFIR	-122.71138	45.58708	N	Y
A1108A-653	A1108A	653	10/1/2004	1	75	DFIR	-122.71243	45.58708	N	Y
A1108B-196	A1108B	196	9/2/2004	1	70	DFIR	-122.71333	45.58710	N	Y

Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
A1108B-125	A1108B	125	1/1/1980	1	70	DFIR	-122.71331	45.58654	N	Y
A1108B-123	A1108B	123	5/23/2016	1	70	DFIR	-122.71442	45.58656	N	Y
A1108B-514	A1108B	514	11/9/2021	H1	75	DFIR	-122.71541	45.58657	N	Y
A1108B-34	A1108B	34	11/9/2021	1	75	DFIR	-122.71640	45.58656	N	Y
A1108B-32	A1108B	32	11/9/2021	1	75	DFIR	-122.71743	45.58655	N	Y
A1108B-224	A1108B	224	5/31/1988	1	30	DFIR	-122.71745	45.58667	Y	Y
A1108B-37	A1108B	37	11/9/2021	1	75	DFIR	-122.71829	45.58654	N	Y
A1108B-120	A1108B	120	11/9/2021	H1	75	DFIR	-122.71929	45.58653	N	Y
A1108B-118	A1108B	118	11/9/2021	1	75	DFIR	-122.72028	45.58652	N	Y
A1108B-117	A1108B	117	11/9/2021	1	75	DFIR	-122.72094	45.58653	N	Y
A1108B-81	A1108B	81	11/9/2021	1	75	DFIR	-122.72148	45.58652	N	Y
A1108B-83	A1108B	83	11/9/2021	1	75	DFIR	-122.72254	45.58649	N	Y
A1107A-193	A1107A	193	11/9/2021	1	75	DFIR	-122.72365	45.58648	N	Y
A1107A-192	A1107A	192	11/9/2021	1	75	DFIR	-122.72431	45.58648	N	Y
A1107A-288	A1107A	288	10/29/2021	H1	80	DFIR	-122.72521	45.58649	N	Y

Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
A1107A-189	A1107A	189	1/8/2021	1	80	DFIR	-122.72583	45.58648	N	Y
A1107A-289	A1107A	289	10/29/2021	1	85	DFIR	-122.72631	45.58649	N	Y
A1107A-81	A1107A	81	10/29/2021	2	35	DFIR	-122.72652	45.58687	Y	Y
A1107A-290	A1107A	290	10/29/2021	1	85	DFIR	-122.72667	45.58639	N	Y
A1107A-291	A1107A	291	12/31/1991	1	80	DFIR	-122.72738	45.58639	N	Y
A1107A-292	A1107A	292	12/31/1960	1	80	DFIR	-122.72812	45.58633	N	Y
A1107A-301	A1107A	301	12/31/1984	1	70	DFIR	-122.72857	45.58633	N	Y
A1107A-182	A1107A	182	12/31/1984	2	65	DFIR	-122.72954	45.58632	N	Y
A1107A-181	A1107A	181	12/31/1984	2	65	DFIR	-122.73024	45.58637	N	Y
A1107A-180	A1107A	180	1/1/1950	2	65	WCEDAR	-122.73070	45.58629	N	Y
A1107A-22	A1107A	22	2/24/2006	2	75	DFIR	-122.73149	45.58627	N	Y
A1107A-25	A1107A	25	2/24/2006	1	85	DFIR	-122.73200	45.58638	N	Y
A1107A-178	A1107A	178	2/24/2006	1	80	DFIR	-122.73224	45.58591	N	Y
A1107A-258	A1107A	258	2/28/2022	H1	85	DFIR	-122.73239	45.58563	N	Y
A1107A-436	A1107A	436	2/24/2006	1	80	DFIR	-122.73251	45.58540	N	Y



Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
A1107A-173	A1107A	173	2/28/2022	2	85	DFIR	-122.73282	45.58574	N	Y
A1107B-172	A1107B	172	2/28/2022	H1	90	DFIR	-122.73375	45.58595	N	Y
A1107B-170	A1107B	170	2/28/2022	1	85	DFIR	-122.73442	45.58607	N	Y
A1107B-107	A1107B	107	2/28/2022	H1	85	DFIR	-122.73481	45.58616	N	Y
A1107B-212	A1107B	212	12/31/1959	1	85	DFIR	-122.73492	45.58600	N	Y
A1107B-213	A1107B	213	2/1/1995	2	80	DFIR	-122.73521	45.58610	N	Y
A1107B-214	A1107B	214	12/31/1986	2	80	DFIR	-122.73658	45.58643	N	Y
A1107B-41	A1107B	41	11/12/2020	1	80	DFIR	-122.73705	45.58654	N	Y
A1107B-215	A1107B	215	1/1/1940	2	70	WCEDAR	-122.73736	45.58661	N	Y
A1107B-38	A1107B	38	8/19/2021	1	85	DFIR	-122.73788	45.58675	N	Y
A1107B-216	A1107B	216	11/12/2020	1	95	DFIR	-122.73839	45.58686	N	Y
A1107B-217	A1107B	217	11/12/2020	1	85	DFIR	-122.73934	45.58707	N	Y
A1107B-434	A1107B	434	3/12/2019	1	85	DFIR	-122.74010	45.58727	N	Y
A1107B-300	A1107B	300	11/18/2019	UNK	UNK	DFIR	-122.74005	45.58740	Y	Y
A1107B-219	A1107B	219	3/12/2019	1	80	DFIR	-122.74103	45.58749	N	Y

Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
A1107B-220	A1107B	220	12/31/1970	1	70	DFIR	-122.74179	45.58767	N	Y
A1107B-451	A1107B	451	12/22/2010	1	75	WCEDAR	-122.74275	45.58791	N	Y
B1112A-452	B1112A	452	1/1/1961	2	80	DFIR	-122.74377	45.58813	N	Y
A1107B-453	A1107B	453	12/22/2010	H1	75	WCEDAR	-122.74342	45.58881	N	Y
A1107B-477	A1107B	477	1/1/1948	1	80	WCEDAR	-122.74297	45.58934	N	Y
A1107B-454	A1107B	454	12/31/1960	1	80	DFIR	-122.74277	45.58948	N	Y
A1107B-221	A1107B	221	12/31/1960	1	70	DFIR	-122.74247	45.59006	N	Y
A1107B-404	A1107B	404	1/1/1941	3	65	WCEDAR	-122.74215	45.59071	N	Y
A1106C-257	A1106C	257	1/1/1940	1	65	WCEDAR	-122.74180	45.59138	N	Y
A1106C-258	A1106C	258	12/31/1958	2	75	DFIR	-122.74145	45.59208	N	Y
A1106C-259	A1106C	259	7/25/2019	H1	80	DFIR	-122.74244	45.59233	N	Y
A1106C-2315	A1106C	2315	12/24/2018	H1	80	DFIR	-122.74340	45.59255	N	Y
B1101D-316	B1101D	316	7/25/2019	H3	80	DFIR	-122.74437	45.59276	N	Y
B1101D-317	B1101D	317	7/25/2019	H2	80	DFIR	-122.74531	45.59300	N	Y
B1101D-318	B1101D	318	7/25/2019	H1	75	DFIR	-122.74626	45.59322	N	Y

Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
B1101D-319	B1101D	319	7/25/2019	1	75	DFIR	-122.74723	45.59345	N	Y
B1101D-320	B1101D	320	7/25/2019	H1	75	DFIR	-122.74822	45.59368	N	Y
B1101D-321	B1101D	321	7/25/2019	H1	75	DFIR	-122.74913	45.59389	N	Y
B1101D-322	B1101D	322	7/25/2019	1	75	DFIR	-122.75017	45.59415	N	Y
B1101D-323	B1101D	323	7/25/2019	1	75	DFIR	-122.75071	45.59430	N	Y
B1101D-324	B1101D	324	7/25/2019	H2	75	DFIR	-122.75130	45.59445	N	Y
B1101D-325	B1101D	325	7/25/2019	1	75	DFIR	-122.75225	45.59470	N	Y
B1101D-326	B1101D	326	7/25/2019	H1	75	DFIR	-122.75289	45.59487	N	Y
B1101D-1319	B1101D	1319	8/1/1988	1	70	DFIR	-122.75350	45.59502	N	Y
B1101C-1320	B1101C	1320	7/20/2010	2	70	WCEDAR	-122.75400	45.59553	N	Y
B1101C-1321	B1101C	1321	1/1/1940	2	65	WCEDAR	-122.75444	45.59600	N	Y
B1101C-7	B1101C	7	11/21/2019	1	70	DFIR	-122.75471	45.59627	N	Y
B1101C-1322	B1101C	1322	1/1/1940	4	65	WCEDAR	-122.75505	45.59662	N	Y
B1101C-1323	B1101C	1323	1/1/1940	2	65	WCEDAR	-122.75554	45.59712	N	Y
B1101C-1324	B1101C	1324	12/31/1972	1	65	DFIR	-122.75602	45.59761	N	Y

Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
B1101C-1325	B1101C	1325	12/31/1987	1	75	DFIR	-122.75648	45.59809	N	Y
B1101C-190	B1101C	190	6/17/2021	1	80	DFIR	-122.75691	45.59793	N	Y
B1101C-1326	B1101C	1326	6/17/2021	1	75	DFIR	-122.75738	45.59775	N	Y
B1101C-224	B1101C	224	6/17/2021	1	75	DFIR	-122.75784	45.59755	N	Y
B1101C-1327	B1101C	1327	6/17/2021	H1	75	DFIR	-122.75854	45.59725	N	Y
B1101C-1328	B1101C	1328	6/17/2021	1	75	DFIR	-122.75904	45.59702	N	Y
B1101C-25	B1101C	25	6/17/2021	1	80	DFIR	-122.75954	45.59683	N	Y
B1101C-1329	B1101C	1329	6/17/2021	1	85	DFIR	-122.75990	45.59669	N	Y
B1101C-387	B1101C	387	8/1/1996	1	75	DFIR	-122.76029	45.59669	N	N
B1101C-388	B1101C	388	6/17/2021	2	35	DFIR	-122.76070	45.59650	Y	N
B1101C-336	B1101C	336	3/9/2007	1	65	DFIR	-122.76078	45.59745	N	Y
B1101C-337	B1101C	337	2/1/1988	1	65	DFIR	-122.76113	45.59807	N	Y
B1101C-338	B1101C	338	1/1/1941	3	60	WCEDAR	-122.76145	45.59860	N	Y
B1101B-77	B1101B	77	12/18/2020	1	65	DFIR	-122.76183	45.59923	N	Y
B1101B-78	B1101B	78	4/19/2019	1	60	DFIR	-122.76219	45.59982	N	Y

Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
B1101B-79	B1101B	79	12/31/1973	2	60	DFIR	-122.76247	45.60026	N	Y
B1101B-15	B1101B	15	3/23/2000	UNK	60	DFIR	-122.76259	45.60050	N	Y
B1101B-80	B1101B	80	12/18/2020	1	65	DFIR	-122.76282	45.60087	N	Y
B1101B-81	B1101B	81	12/18/2020	1	65	DFIR	-122.76307	45.60127	N	Y
B1101B-82	B1101B	82	6/11/2012	1	65	WCEDAR	-122.76335	45.60182	N	Y
B1101B-83	B1101B	83	12/31/1962	2	60	DFIR	-122.76376	45.60249	N	Y
B1101B-84	B1101B	84	6/11/2012	1	65	WCEDAR	-122.76404	45.60279	N	Y
B1102A-73	B1102A	73	12/18/2020	1	65	DFIR	-122.76438	45.60344	N	Y
B1102A-3	B1102A	3	5/25/2021	H1	75	DFIR	-122.76471	45.60399	N	Y
B1102A-16	B1102A	16	5/25/2021	1	85	DFIR	-122.76511	45.60467	N	Y
B1102A-20	B1102A	20	5/25/2021	H1	90	DFIR	-122.76547	45.60523	N	Y
B1102A-21	B1102A	21	4/27/2019	2	60	DFIR	-122.76580	45.60580	N	Y
B2135D-552	B2135D	552	5/25/2021	H1	75	DFIR	-122.76603	45.60619	N	Y
B2135D-523	B2135D	523	4/29/2004	1	70	DFIR	-122.76634	45.60670	N	Y
B2135D-770	B2135D	770	12/31/1978	2	85	DFIR	-122.76666	45.60729	N	Y

Northern Line Sale Pole List

POLE_TAG	MAP NUMBER	POLE NUMBER	INSTALL DATE	CLASS	HEIGHT	MATERIAL	LONG	LAT	Guy Stub?	PGE Distribution Attachment?
B2135D-525	B2135D	525	4/6/2014	1	85	DFIR	-122.76726	45.60826	N	Y
B2135D-526	B2135D	526	12/1/1989	1	85	DFIR	-122.76763	45.60884	N	Y
B2135D-527	B2135D	527	12/31/1990	1	85	DFIR	-122.76795	45.60936	N	Y
B2135D-528	B2135D	528	6/28/2018	1	90	DFIR	-122.76810	45.60969	N	Y
B2135D-563	B2135D	563	12/31/1990	3	40	DFIR	-122.76841	45.60970	Y	Y
B2135D-529	B2135D	529	3/11/2020	1	85	DFIR	-122.76819	45.61040	N	Y
B2135D-560	B2135D	560	4/24/2019	1	45	DFIR	-122.76838	45.61044	Y	Y
B2135D-530	B2135D	530	12/31/1990	1	85	DFIR	-122.76786	45.61092	N	Y
B2135D-531	B2135D	531	12/31/1990	2	85	DFIR	-122.76728	45.61124	N	Y
B2135D-10	B2135D	10	3/29/2021	1	85	DFIR	-122.76672	45.61143	N	Y
B2135D-532	B2135D	532	12/31/1990	1	85	DFIR	-122.76617	45.61160	N	Y
B2135D-533	B2135D	533	12/31/1990	1	85	DFIR	-122.76550	45.61182	N	Y
B2135D-534	B2135D	534	12/31/1990	1	70	DFIR	-122.76461	45.61208	N	Y
B2135D-482	B2135D	482	12/31/1960	1	60	DFIR	-122.76461	45.61274	N	N

## EXHIBIT B

### Form of Bill of Sale

THIS BILL OF SALE is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2022 (this "Bill of Sale") by Portland General Electric Company, an Oregon corporation ("Seller"), for the benefit of, PacifiCorp, an Oregon corporation ("Buyer"). Capitalized terms used but not defined in this Bill of Sale shall have the meanings assigned to such terms in the Agreement (as defined below).

### RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Agreement"), between Seller and Buyer, Seller has agreed, subject to the terms and conditions of the Agreement, to sell, assign, convey, transfer and deliver to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller's right, title, and interest in, and to the assets constituting the Purchased Assets.

WHEREAS, pursuant to the Agreement, Seller has agreed to enter into this Bill of Sale pursuant to which the tangible property included in the Purchased Assets will be sold, transferred, assigned, conveyed, set over and delivered to Buyer.

NOW, THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby agrees as follows:

1. Assignment. Subject to the terms and conditions of the Agreement, Seller does hereby sell, assign, convey, transfer and deliver to Buyer, free and clear of all Encumbrances (other than Permitted Encumbrances), all of Seller's right, title, and interest in and to the Purchased Assets.

2. Further Assurances. Seller shall, from time to time after the delivery of this Bill of Sale, at Buyer's request, prepare, execute and deliver to Buyer such other instruments of conveyance and transfer and take such other action as Buyer may reasonably request so as to more effectively sell, transfer, assign and deliver and vest in Buyer title to and possession of the Purchased Assets free and clear of all Encumbrances (other than Permitted Encumbrances) as provided in the Agreement and to further effect the purposes of this Bill of Sale.

3. Relationship to Agreement. The provisions of this Bill of Sale are subject, in all respects, to the terms and conditions of the Agreement, including all of the covenants, representations and warranties, indemnification, remedies (including limitations) contained therein, all of which shall survive the execution and delivery of this Bill of Sale to the extent indicated in the Agreement.

4. No Waiver. It is understood and agreed that nothing in this Bill of Sale shall constitute a waiver or release of any claims arising out of the contractual relationships between Seller and Buyer.

5. No Third Party Beneficiary. Nothing in this Bill of Sale, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Buyer, Seller and their successors and permitted assigns any remedy or claim under or by reason of this Bill of Sale or any agreements, terms, covenants or conditions hereof and all the agreements, terms, covenants and conditions contained in this Bill of Sale shall be for the sole and exclusive benefit of Buyer, Seller and their successors and permitted assigns.

6. Binding Effect. This Bill of Sale and all of the provisions hereof shall be binding upon and shall inure to the benefit of Seller, Buyer and their respective successors and permitted assigns.

7. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Oregon, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each Party irrevocably consents to the exclusive jurisdiction and venue of any court within Multnomah County Oregon, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein.

8. Construction. This Bill of Sale is delivered pursuant to and is subject to the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Bill of Sale, including the terms set forth in Paragraph 6 (Binding Effect) hereof, the terms of the Agreement shall prevail.

9. Severability. Any term or provision of this Bill of Sale that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10. Counterparts. This Bill of Sale may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement.

11. Notices. All notice, requests, demands and other communications under this Bill of Sale shall be given in accordance with Section 12.1 of the Agreement and at the addresses set forth therein.

[Signature page follows]



IN WITNESS WHEREOF, Seller has caused its duly authorized representative to execute this Bill of Sale as of the date first above written.

PORTLAND GENERAL ELECTRIC COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: \_\_\_\_\_

## EXHIBIT C

### Form of Assignment and Assumption Agreement

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment Agreement”), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, is entered into by and between Portland General Electric Company, an Oregon corporation (“Portland General Electric”), and PacifiCorp, an Oregon corporation (“PacifiCorp”). Capitalized terms used but not defined in this Assignment Agreement shall have the meanings assigned to such terms in the Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 (the “Agreement”), between Portland General Electric and PacifiCorp, Portland General Electric has agreed, subject to the terms and conditions of the Agreement, to sell, assign, convey, transfer and deliver to PacifiCorp, all of Portland General Electric’s right, title and interest in and to the property, tangible or intangible, constituting the Purchased Assets, free and clear of all Encumbrances.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Portland General Electric and PacifiCorp hereby agree as follows:

1. Assignment of Transferable Permits. Subject to the terms and conditions of the Agreement, Portland General Electric hereby assigns, transfers, sets over, delivers and otherwise conveys to PacifiCorp and its successors and assigns forever, free and clear of all Encumbrances (other than Permitted Encumbrances), an undivided ownership interest in Portland General Electric’s Transferable Permits identified as Purchased Assets, to have and to hold with each and every one of the rights, privileges and appurtenances thereto belonging or in any way appertaining thereto.

2. Acceptance and Assumption of the Facilities. Subject to the terms and conditions of the Agreement, PacifiCorp hereby accepts and assumes and agrees to perform and observe, to the extent of PacifiCorp’s ownership of such Purchased Assets, all of Portland General Electric’s transferred rights, obligations, duties and liabilities under the Transferable Permits, to the extent allocable to any period on or after the Closing. From and after the Closing Date, PacifiCorp is and shall be bound by, and shall enjoy, the benefits of, the Transferable Permits, pursuant to the terms and conditions thereof.

3. Reliance. Any individual, partnership, corporation or other entity may rely, without further inquiry, upon the powers and rights herein granted to PacifiCorp and upon any notarization, certification, verification or affidavit by any notary public of any State relating to the authorization, execution and delivery of this Assignment Agreement or to the authenticity of any copy, conformed or otherwise, hereof.

4. Relationship to Agreement. This Assignment Agreement is delivered pursuant to the Agreement. This Assignment Agreement and the provisions hereof are subject, in all respects,

to the terms and conditions of the Agreement, including all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this Assignment Agreement to the extent indicated in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Assignment Agreement, the terms of the Agreement shall prevail.

5. No Waiver. It is understood and agreed that nothing in this Assignment Agreement shall constitute a waiver or release of any claims arising out of the contractual relationships between Portland General Electric and PacifiCorp.

6. No Third Party Beneficiary. Nothing in this Assignment Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any person other than PacifiCorp, Portland General Electric and their successors and permitted assigns any remedy or claim under or by reason of this Assignment Agreement or any agreements, terms, covenants or conditions hereof and all the agreements, terms, covenants and conditions contained in this Assignment Agreement shall be for the sole and exclusive benefit of PacifiCorp, Portland General Electric and their successors and permitted assigns.

7. Binding Effect. This Assignment Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of PacifiCorp, Portland General Electric and their respective successors and permitted assigns.

8. Governing Law. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each Party irrevocably consents to the exclusive jurisdiction and venue of any court within Multnomah County, Oregon, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein.

9. Severability. Any term or provision of this Assignment Agreement that is invalid or unenforceable in any situation will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

10. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. It is further agreed that an Electronic Signature, whether digital or encrypted, is intended to authenticate this writing and to have the same force and effect as a manual signature. For purposes of this Assignment Agreement, "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record.

11. Notices. All notices, requests, demands and other communications under this Assignment Agreement shall be given in accordance with Section 12.1 of the Agreement and at the addresses set forth therein.

12. No Amendment. No amendment to the terms and conditions of this Assignment Agreement shall be valid and binding on PacifiCorp or Portland General Electric unless made in writing and signed by an authorized representative of each of them.

IN WITNESS WHEREOF, each of PacifiCorp and Portland General Electric has caused its duly authorized representative to execute this Assignment and Assumption Agreement as of the date first above written.

**PORTLAND GENERAL ELECTRIC  
COMPANY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PACIFICORP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE 2.1

### PURCHASED ASSETS

1. The Facilities.

The Purchased Assets include 180 count 57kV line pole structures and associated transmission components, including transmission guy stub poles, along with 111,830 linear feet of conductor, guys, and anchors including the foundations, jumpers, and insulators for such facilities, but the Purchased Assets expressly exclude PGE's distribution level assets that may be attached to those same poles along the described route, as well as the distribution level transformers that are running at 11kV or 13kV.

See the attached pole inventory spreadsheet labeled Northern Line Sale Pole List with Joint Use Details, for a detailed list of the poles that are included in the Purchased Assets, specifically, the tab labeled "Transmission Poles to Sell". The approximate location of those poles and related assets are also depicted on the attached map of the line route (See document labeled Knott PACW- St Johns BPA 57 kV Line Sale Map Exhibit).

The 57kV path being sold by PGE to PAC begins at BPA's St. Johns Substation, extending to the east, to just outside PacifiCorp's Columbia Substation, which is located just north of the corner of N Vancouver Ave. and N. Farragut St. The Purchased Assets also include existing permits and easements for this 57kV line that are identified below

2. Transferred Contracts.

None

3. Transferable Permits (including Easements)

- A) Guy Wire and Anchor Permit from Carl Anderson to Portland General Electric Company dated July 6, 1942. (PGE Audit #08610-00);
- B) City of Portland Ordinance 122763—An ordinance granting to Portland General Electric Company a revocable permit to place and maintain poles and electric wires in certain area at University Park, dated June 23, 1966;
- C) The 57,000 volt power line portion of the revocable permit granted by the City of Portland Ordinance 108683—An ordinance granting to Portland General Electric Company a revocable permit to construct, operate, and maintain both a 57,000 volt and an 11,000 volt power line over and along the west side of vacated N. Chautauqua Boulevard between vacated N. Houghton Street and N. Alaska Street, and on the south side of N. Alaska Street between N. Chautauqua Place and N. Washburne Avenue, and on each side of N. Houghton Street from N. Washburne Avenue to a point approximately 225 feet west of the west line of N. Hamlin Avenue, dated September 15, 1958. (PGE Audit #17465-00);

- D) Electric Power Line Easement from WMR, L.L.C. (J. Bjornholt) (“Grantor”) and Portland General Electric Company (“PGE”) dated April 6, 1998. (PGE Audit #43609-00);
- E) Easement from Union Carbide Corporation (“Grantor”) to Portland General Electric Company (“Grantee”) dated February 9, 1959. (PGE Audit #17941-00);
- F) Easement and Right-of-Way from the Housing Authority of Portland Oregon (“Grantor”) to Portland General Electric Company (“Grantee”) dated June 17, 1942. (PGE Audit #09565-00); and
- G) Easement and Right-of-Way from Sigmund Klingsporn (“Grantor”) to Portland General Electric Company (“Grantee”) dated March 18, 1942. (PGE Audit #08514-00).

#### 4. Proceedings

Location on PGE Map B11-01 and Map B21-35, at a point starting at the intersection of N. Reno and N. Lombard running approximately northwesterly along N. Lombard until the terminus of the line at the St. John’s Substation.

Explanation: That small portion of the PGE distribution and transmission system assets found at the mapped location referenced above are technically included within the upland boundary of the Portland Harbor Superfund Site for which Seller has received a General Notice Letter from the United States Environmental Protection Agency identifying Seller as Potentially Liable Party for the Site.

#### 5. Third-Party Claims

(With regard to PGE pole A1110D-402 only) Pettit v. Teters, filed in Multnomah County Circuit Court, Case No. 21CV30982

Description: On 8/2/2021 a complaint was filed against PGE, Phillip Teters, and PacifiCorp dba Pacific Power and Light by Jody Pettit, alleging personal injury due to negligence. Plaintiff alleges he sustained serious injuries as he slowed down to avoid hitting a downed power pole and his vehicle was rear-ended by defendant Teters. Plaintiff is seeking \$300,000 in non-economic damages and \$120,000 in medical expenses for a total of \$420,000.

### **SCHEDULE 3.3**

#### **PERMITTED ENCUMBRANCES**

- A) The assets listed in Schedule 2.1(a) are currently subject to a mortgage indenture but are slated to be removed out from under the Seller's mortgage indenture before Closing Date of this transaction.
- B) PGE has issued attachment permits granting various communications licensees the authority to affix attachments to one or more of the pole assets identified in Schedule 2.1. Said attachments have also been identified on the attached Excel spreadsheet labeled "Joint Use Details" and they will remain on the pole at the time of Closing as Permitted Encumbrances.
- C) Additionally, PGE's 11kV and 13kV distribution lines, transformers and other distribution-associated equipment will remain on the poles and, following the close of the transaction, will thereafter be governed under the Transmission Pole Contact Agreement dated July 24, 1973, that exist between the two Parties.

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1110D-304	A1110D	304	ML	6/18/2010	DELETED	22.07	TIME WARNER TELECOM OF OREGON	3
A1110D-304	A1110D	304	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110D-96161	A1110D	96161	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110D-66	A1110D	66	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110D-147	A1110D	147	ML-OVERLASH	11/19/2019	ACTIVE	18.1	COMCAST-CMST-JUFM	3
A1110D-147	A1110D	147	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110D-273	A1110D	273	ML	1/27/2010	ACTIVE	23.06	LEVEL 3 COMMUNICATION S LLC	3
A1110D-273	A1110D	273	ML	2/3/2010	ACTIVE	23.01	LEVEL 3 COMMUNICATION	3



**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
							S LLC	
A1110D-273	A1110D	273	ML	8/5/2019	CONDAPPR	22	CITY OF PORTLAND	7
A1110D-273	A1110D	273	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110D-55	A1110D	55	ML	1/27/2010	ACTIVE	24.03	LEVEL 3 COMMUNICATION S LLC	3
A1110D-55	A1110D	55	ML	2/3/2010	ACTIVE	25.05	LEVEL 3 COMMUNICATION S LLC	3
A1110D-55	A1110D	55	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110D-55	A1110D	55	SVC	6/1/2007	ACTIVE	26.7	COMCAST-CMST-JUFM	3
A1110D-402	A1110D	402	ML	12/15/2006	DELETED	17.2	COMCAST-CMST-JUFM	3
A1110D-402	A1110D	402	ML	10/5/2009	DELETED	22	COMCAST-CMST-JUFM	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1110D-402	A1110D	402	ML	10/21/2010	DELETED	22	COMCAST-CMST-JUFM	3
A1110D-402	A1110D	402	NA	11/1/1976	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110D-57	A1110D	57	ML	1/27/2010	ACTIVE	20.02	LEVEL 3 COMMUNICATIONS LLC	3
A1110D-57	A1110D	57	ML	2/3/2010	ACTIVE	20.1	LEVEL 3 COMMUNICATIONS LLC	3
A1110D-57	A1110D	57	ML	8/5/2019	CONDAPPR	23.03	CITY OF PORTLAND	7
A1110D-57	A1110D	57	ML-OVERLASH	10/1/2009	ACTIVE	22	COMCAST-CMST-JUFM	3
A1110D-57	A1110D	57	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL Exhibit
A1110D-374	A1110D	374	ML	10/1/2009	ACTIVE	19.04	COMCAST-CMST-JUFM	3
A1110D-374	A1110D	374	ML	8/5/2019	CONDAPPR	20.06	CITY OF	7

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1110D-374	A1110D	374	NA	7/1/1972	ACTIVE	0	PORTLAND	NULL
A1110D-59	A1110D	59	ML	10/1/2009	ACTIVE	23.02	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110D-59	A1110D	59	ML	1/27/2010	ACTIVE	21.1	COMCAST-CMST-JUFM	3
A1110D-59	A1110D	59	ML	2/3/2010	ACTIVE	22	LEVEL 3 COMMUNICATION S LLC	3
A1110D-59	A1110D	59	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110C-268	A1110C	268	ML	9/14/1999	ACTIVE	24.04	COMCAST-CMST-JUFM	3
A1110C-268	A1110C	268	ML	1/27/2010	ACTIVE	23.02	LEVEL 3 COMMUNICATION S LLC	3
A1110C-268	A1110C	268	ML	2/3/2010	ACTIVE	23.03	LEVEL 3	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1110C-268	A1110C	268	ML	8/5/2019	CONDAPPR	25	COMMUNICATION S LLC	7
A1110C-268	A1110C	268	NA	7/1/1972	ACTIVE	0	CITY OF PORTLAND PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110C-376	A1110C	376	ML	12/3/2013	ACTIVE	22.05	COMCAST-CMST-JUFM	3
A1110C-376	A1110C	376	NA	11/1/1976	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110C-376	A1110C	376	NA	9/14/1999	DELETED	0	COMCAST-CMST-JUFM	3
A1110C-63	A1110C	63	ML	1/27/2010	ACTIVE	19.09	LEVEL 3 COMMUNICATION S LLC	3
A1110C-63	A1110C	63	ML	2/3/2010	ACTIVE	21.1	LEVEL 3 COMMUNICATION S LLC	3
A1110C-63	A1110C	63	ML	8/5/2019	CONDAPPR	23.08	CITY OF	7

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1110C-63	A1110C	63	ML-OVERLASH	10/21/1987	ACTIVE	23.09	COMCAST-CMST-JUFM	3
A1110C-63	A1110C	63	ML-OVERLASH	2/1/2012	ACTIVE	23.11	COMCAST-CMST-JUFM	3
A1110C-63	A1110C	63	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110C-63	A1110C	63	NA	5/1/1982	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1110C-61	A1110C	61	ML	1/27/2010	ACTIVE	23.06	LEVEL 3 COMMUNICATION S LLC	3
A1110C-61	A1110C	61	ML	2/3/2010	ACTIVE	23.14	LEVEL 3 COMMUNICATION S LLC	3
A1110C-61	A1110C	61	ML	8/5/2019	CONDAPPR	26.1	CITY OF PORTLAND	7
A1110C-61	A1110C	61	ML	10/21/1987	ACTIVE	27.03	COMCAST-CMST-	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
			OVERLASH				JUFM	
A1110C-61	A1110C	61	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110C-61	A1110C	61	NA	2/1/1978	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1110C-57	A1110C	57	ML	11/16/2001	DELETED	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1110C-57	A1110C	57	ML	1/27/2010	ACTIVE	22.05	LEVEL 3 COMMUNICATION S LLC	3
A1110C-57	A1110C	57	ML	2/3/2010	ACTIVE	22	LEVEL 3 COMMUNICATION S LLC	3
A1110C-57	A1110C	57	ML	8/5/2019	CONDAPPR	26.07	CITY OF PORTLAND	7
A1110C-57	A1110C	57	ML-	10/1/2009	ACTIVE	25.09	COMCAST-CMST-	3

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
			OVERLASH				JUFM	
A1110C-57	A1110C	57	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110C-57	A1110C	57	NA	9/14/1999	DELETED	0	COMCAST-CMST-JUFM	3
A1110C-155	A1110C	155	ML	1/27/2010	ACTIVE	19.08	LEVEL 3 COMMUNICATION S LLC	3
A1110C-155	A1110C	155	ML	2/3/2010	ACTIVE	19.03	LEVEL 3 COMMUNICATION S LLC	3
A1110C-155	A1110C	155	ML	8/5/2019	CONDAPPR	22	CITY OF PORTLAND	7
A1110C-155	A1110C	155	ML-OVERLASH	10/1/2009	ACTIVE	21	COMCAST-CMST-JUFM	3
A1110C-155	A1110C	155	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110C-155	A1110C	155	NA	9/14/1999	DELETED	0	COMCAST-CMST-JUFM	3

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1110C-153	A1110C	153	FIBER	11/16/2001	ACTIVE	18	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1110C-153	A1110C	153	ML	12/11/2013	ACTIVE	23	COMCAST-CMST-JUFM	3
A1110C-153	A1110C	153	ML	8/5/2019	CONDAPPR	24	CITY OF PORTLAND	7
A1110C-153	A1110C	153	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110C-153	A1110C	153	NA	9/14/1999	DELETED	0	COMCAST-CMST-JUFM	3
A1110C-358	A1110C	358	ML	8/5/2019	CONDAPPR	15.05	CITY OF PORTLAND	7
A1110C-358	A1110C	358	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL Exhibit
A1110C-150	A1110C	150	FIBER	11/16/2001	ACTIVE	20	QWEST-CENTURYLINK-JOINT USE	1



**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1110C-150	A1110C	150	ML	8/5/2019	CONDAPPR	27	CITY OF PORTLAND	7
A1110C-150	A1110C	150	NA	7/1/1972	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110C-150	A1110C	150	NA	9/14/1999	DELETED	0	COMCAST-CMST-JUFM	3
A1110C-266	A1110C	266	NULL	10/26/1993	ACTIVE	0	PACIFIC POWER & LIGHT TRANSMISSION	NULL
A1110C-266	A1110C	266	ML	8/5/2019	CONDAPPR	21	CITY OF PORTLAND	7
A1110C-91440	A1110C	91440	NULL	NULL	NULL	NULL	NULL	NULL
A1110C-32	A1110C	32	NULL	NULL	NULL	NULL	NULL	NULL
A1110C-147	A1110C	147	ML	4/11/2001	DELETED	0	Z-DEAD FILE:RCN TELCOM SERVICES	3
A1110C-147	A1110C	147	ML	8/5/2019	CONDAPPR	22.05	CITY OF PORTLAND	7

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1110C-147	A1110C	147	RISER	8/5/2019	CONDAPPR	21.11	CITY OF PORTLAND	7
A1110C-145	A1110C	145	ML	4/11/2001	DELETED	0	Z-DEAD FILE:RCN TELCOM SERVICES	3
A1110C-145	A1110C	145	ML	8/5/2019	CONDAPPR	23.04	CITY OF PORTLAND	7
A1110C-144	A1110C	144	ML	4/11/2001	DELETED	0	Z-DEAD FILE:RCN TELCOM SERVICES	3
A1110C-144	A1110C	144	ML	8/5/2019	CONDAPPR	23	CITY OF PORTLAND	7
A1109A-60	A1109A	60	NULL	12/30/1994	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1109A-60	A1109A	60	ML	4/11/2001	DELETED	0	Z-DEAD FILE:RCN TELCOM SERVICES	3
A1109A-58	A1109A	58	ML	4/11/2001	DELETED	0	Z-DEAD FILE:RCN TELCOM	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1109A-58	A1109A	58	ML	11/16/2001	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1109A-28	A1109A	28	ML	4/11/2001	DELETED	0	Z-DEAD FILE:RCN TELCOM SERVICES	3
A1109A-57	A1109A	57	NULL	NULL	NULL	NULL	NULL	NULL
A1109A-38	A1109A	38	NULL	NULL	NULL	NULL	NULL	NULL
A1109A-41	A1109A	41	NULL	NULL	NULL	NULL	NULL	NULL
A1109A-24	A1109A	24	NULL	NULL	NULL	NULL	NULL	NULL
A1109A-241	A1109A	241	NULL	NULL	NULL	NULL	NULL	NULL
A1109A-54	A1109A	54	NULL	NULL	NULL	NULL	NULL	NULL
A1109A-87	A1109A	87	NULL	NULL	NULL	NULL	NULL	NULL
A1109B-52	A1109B	52	ML	12/16/2005	ACTIVE	19.6	CITY OF PORTLAND	7
A1109B-197	A1109B	197	NA	4/1/1983	DELETED	0	COMCAST-CMST-JUFM	3

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1109B-104	A1109B	104	NULL	NULL	NULL	NULL	NULL	NULL
A1109B-196	A1109B	196	NULL	NULL	NULL	NULL	NULL	NULL
A1109B-260	A1109B	260	NA	5/1/1975	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1109B-260	A1109B	260	NA	9/14/1999	ACTIVE	0	COMCAST-CMST-JUFM	3
A1109B-135	A1109B	135	NA	9/14/1999	ACTIVE	0	COMCAST-CMST-JUFM	3
A1109B-135	A1109B	135	SVC	2/22/2010	ACTIVE	23	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1109B-96	A1109B	96	FIBER	6/23/2008	ACTIVE	23.11	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1109B-96	A1109B	96	GUY	5/10/2017	ACTIVE	19.08	QWEST-CENTURYLINK-JOINT USE	1

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1109B-96	A1109B	96	ML-OVERLASH	5/1/1975	ACTIVE	20.1	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1109B-96	A1109B	96	ML-OVERLASH	11/23/1987	ACTIVE	22.11	COMCAST-CMST-JUFM	3
A1109B-94	A1109B	94	FIBER	6/23/2008	ACTIVE	23.9	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1109B-94	A1109B	94	ML-OVERLASH	5/1/1975	ACTIVE	21.01	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1109B-94	A1109B	94	ML-OVERLASH	11/23/1987	ACTIVE	22.09	COMCAST-CMST-JUFM	3
A1109B-92	A1109B	92	FIBER	6/23/2008	ACTIVE	22.5	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1109B-92	A1109B	92	ML	1/1/1980	ACTIVE	20.03	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1109B-92	A1109B	92	ML-OVERLASH	11/23/1987	ACTIVE	21.09	COMCAST-CMST-JUFM	3
A1109B-198	A1109B	198	FIBER	6/23/2008	ACTIVE	20.05	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1109B-198	A1109B	198	ML-OVERLASH	4/1/1983	ACTIVE	19.05	COMCAST-CMST-JUFM	3
A1108A-401	A1108A	401	FIBER	6/23/2008	ACTIVE	22.5	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108A-401	A1108A	401	ML-OVERLASH	5/1/1982	ACTIVE	21.05	COMCAST-CMST-JUFM	3
A1108A-401	A1108A	401	NA	6/4/1999	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108A-400	A1108A	400	FIBER	6/23/2008	ACTIVE	22.7	PORTLAND GENERAL	7

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108A-400	A1108A	400	ML-OVERLASH	5/1/1982	ACTIVE	21.07	ELECTRIC FIBER JOINT US	
A1108A-400	A1108A	400	NA	6/4/1999	ACTIVE	0	COMCAST-CMST- JUFM	3
A1108A-499	A1108A	499	FIBER	6/23/2008	ACTIVE	23	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108A-499	A1108A	499	NA	5/1/1982	ACTIVE	0	COMCAST-CMST- JUFM	3
A1108A-500	A1108A	500	FIBER	6/23/2008	ACTIVE	23.8	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108A-500	A1108A	500	NA	5/1/1982	ACTIVE	0	COMCAST-CMST- JUFM	3
A1108A-501	A1108A	501	FIBER	6/23/2008	ACTIVE	24.6	PORTLAND GENERAL ELECTRIC FIBER	7

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108A-501	A1108A	501	NA	5/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108A-502	A1108A	502	FIBER	6/23/2008	ACTIVE	22.6	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108A-502	A1108A	502	NA	5/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108A-503	A1108A	503	FIBER	6/23/2008	ACTIVE	21.1	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108A-503	A1108A	503	NA	5/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108A-486	A1108A	486	FIBER	6/23/2008	ACTIVE	23	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108A-486	A1108A	486	ML	11/16/2001	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE	1

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108A-486	A1108A	486	NA	5/1/1982	ACTIVE	0	CENTRAL COMCAST-CMST- JUFM	3
A1108A-671	A1108A	671	FIBER	6/23/2008	ACTIVE	25.1	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108A-671	A1108A	671	ML	11/16/2001	ACTIVE	0	QWEST- CENTURYLINK- JOINT USE CENTRAL	1
A1108A-671	A1108A	671	NA	5/1/1982	ACTIVE	0	COMCAST-CMST- JUFM	3
A1108A-389	A1108A	389	FIBER	6/23/2008	ACTIVE	21	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108A-389	A1108A	389	NA	5/1/1982	ACTIVE	0	COMCAST-CMST- JUFM	3
A1108A-390	A1108A	390	FIBER	6/23/2008	ACTIVE	15.2	PORTLAND GENERAL ELECTRIC FIBER	7

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108A-390	A1108A	390	NA	5/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108A-390	A1108A	390	NA	9/14/1999	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108A-387	A1108A	387	FIBER	6/23/2008	ACTIVE	23	PORTLAND GENERAL ELECTRIC FIBER JOINT USE	7
A1108A-387	A1108A	387	ML	7/31/2006	DELETED	20	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1108A-387	A1108A	387	ML	9/1/2006	DELETED	19.9	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1108A-387	A1108A	387	NA	5/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108A-386	A1108A	386	FIBER	6/23/2008	ACTIVE	20.04	PORTLAND GENERAL ELECTRIC FIBER	7

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108A-386	A1108A	386	ML	11/16/2001	DELETED	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1108A-386	A1108A	386	ML	9/21/2016	ACTIVE	20.01	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1108A-386	A1108A	386	NA	5/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108A-385	A1108A	385	FIBER	6/23/2008	ACTIVE	22.11	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108A-385	A1108A	385	GUY	6/24/2004	DELETED	11	COMCAST-CMST-JUFM	3
A1108A-385	A1108A	385	ML-OVERLASH	5/1/1982	ACTIVE	22	COMCAST-CMST-JUFM	3
A1108A-653	A1108A	653	FIBER	6/23/2008	ACTIVE	21.6	PORTLAND GENERAL ELECTRIC FIBER	7

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108A-653	A1108A	653	ML	11/24/2020	DELETED	22.09	WAVE BROADBAND	3
A1108A-653	A1108A	653	NA	5/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108B-196	A1108B	196	FIBER	6/23/2008	ACTIVE	22.2	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108B-196	A1108B	196	ML	11/16/2001	DELETED	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1108B-196	A1108B	196	NA	12/1/1982	DELETED	12165	COMCAST-CMST-JUFM	3
A1108B-125	A1108B	125	FIBER	6/23/2008	ACTIVE	23.11	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108B-125	A1108B	125	GUY	7/7/2004	ACTIVE	20.1	QWEST-CENTURYLINK-JOINT USE	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108B-125	A1108B	125	NA	9/14/1999	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108B-123	A1108B	123	ML-OVERLASH	11/10/1987	ACTIVE	22.4	COMCAST-CMST-JUFM	3
A1108B-123	A1108B	123	NA	7/1/1982	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1108B-514	A1108B	514	FIBER	6/23/2008	ACTIVE	23.11	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108B-514	A1108B	514	NA	8/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108B-514	A1108B	514	NA	11/10/1987	DELETED	0	COMCAST-CMST-JUFM	3
A1108B-514	A1108B	514	SVC	5/10/2005	ACTIVE	21.5	QWEST-CENTURYLINK-JOINT USE CENTRAL	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108B-34	A1108B	34	FIBER	6/23/2008	ACTIVE	22.01	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108B-34	A1108B	34	NA	5/1/1975	ACTIVE	0	QWEST- CENTURYLINK- JOINT USE CENTRAL	7
A1108B-34	A1108B	34	NA	7/1/1982	ACTIVE	0	QWEST- CENTURYLINK- JOINT USE CENTRAL	1
A1108B-34	A1108B	34	NA	10/27/1987	ACTIVE	0	COMCAST-CMST- JUFM	3
A1108B-34	A1108B	34	NA	11/10/1987	DELETED	0	COMCAST-CMST- JUFM	3
A1108B-32	A1108B	32	FIBER	6/23/2008	ACTIVE	23.01	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108B-32	A1108B	32	NA	7/1/1982	ACTIVE	0	QWEST- CENTURYLINK-	1

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108B-32	A1108B	32	NA	11/10/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108B-224	A1108B	224	NULL	NULL	NULL	NULL	NULL	NULL
A1108B-224	A1108B	224	GUY	7/27/2009	ACTIVE	18.01	COMCAST-CMST-JUFM	3
A1108B-224	A1108B	224	NA	2/1/1982	DELETED	12165	COMCAST-CMST-JUFM	3
A1108B-37	A1108B	37	FIBER	6/23/2008	ACTIVE	23.4	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108B-37	A1108B	37	NA	2/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108B-120	A1108B	120	FIBER	6/23/2008	ACTIVE	25.4	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108B-120	A1108B	120	ML-OVERLASH	7/1/1983	ACTIVE	21.09	QWEST-CENTURYLINK-	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
							JOINT USE CENTRAL	
A1108B-120	A1108B	120	NA	11/10/1987	ACTIVE	0	COMCAST-CMST- JUFM	3
A1108B-118	A1108B	118	FIBER	6/23/2008	ACTIVE	20.03	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108B-118	A1108B	118	NA	2/1/1982	ACTIVE	0	COMCAST-CMST- JUFM	3
A1108B-117	A1108B	117	FIBER	6/23/2008	ACTIVE	20.1	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108B-117	A1108B	117	FIBER	6/19/2018	DELETED	18.07	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1108B-117	A1108B	117	ML	10/18/2019	ACTIVE	20.08	MCI METRO ACCESS TRANSMISSION SERVICES	3



**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108B-117	A1108B	117	NA	2/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108B-81	A1108B	81	FIBER	6/23/2008	ACTIVE	22.6	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1108B-81	A1108B	81	FIBER	6/19/2018	DELETED	22.05	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1108B-81	A1108B	81	GUY	12/8/2020	CONDAPPR	22.09	WAVE BROADBAND	3
A1108B-81	A1108B	81	ML	10/18/2019	ACTIVE	22.06	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1108B-81	A1108B	81	NA	2/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1108B-83	A1108B	83	FIBER	6/19/2018	DELETED	21.09	MCI METRO ACCESS TRANSMISSION SERVICES	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1108B-83	A1108B	83	GUY	12/8/2020	CONDAPPR	22	WAVE BROADBAND	3
A1108B-83	A1108B	83	ML	10/18/2019	ACTIVE	21.1	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1108B-83	A1108B	83	NA	2/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-193	A1107A	193	ARM	4/21/2004	ACTIVE	20.07	COMCAST-CMST-JUFM	3
A1107A-193	A1107A	193	FIBER	6/19/2018	DELETED	21.05	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-193	A1107A	193	ML	10/18/2019	ACTIVE	21.08	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-193	A1107A	193	NA	5/1/1975	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107A-193	A1107A	193	NA	9/14/1999	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-192	A1107A	192	FIBER	6/19/2018	DELETED	22.01	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-192	A1107A	192	ML	10/18/2019	ACTIVE	21.08	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-192	A1107A	192	ML	12/8/2020	CONDAPPR	22.07	WAVE BROADBAND	7
A1107A-192	A1107A	192	ML	12/8/2020	CONDAPPR	23.01	WAVE BROADBAND	3
A1107A-192	A1107A	192	NA	5/1/1975	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107A-192	A1107A	192	NA	9/14/1999	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-288	A1107A	288	FIBER	6/19/2018	DELETED	22.01	MCI METRO ACCESS	3

Joint Use Details

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107A-288	A1107A	288	ML	10/18/2019	ACTIVE	23.08	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-288	A1107A	288	NA	6/1/1982	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107A-288	A1107A	288	NA	9/14/1999	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-189	A1107A	189	NULL	NULL	NULL	NULL	NULL	NULL
A1107A-289	A1107A	289	FIBER	6/19/2018	DELETED	23.11	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-289	A1107A	289	ML	10/18/2019	ACTIVE	24	MCI METRO ACCESS TRANSMISSION SERVICES	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107A-289	A1107A	289	NA	5/1/1975	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107A-289	A1107A	289	NA	11/10/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-81	NULL	NULL	NULL	NULL	NULL	NULL	NULL	NULL
A1107A-290	A1107A	290	FIBER	6/19/2018	DELETED	23.01	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-290	A1107A	290	ML	11/16/2001	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107A-290	A1107A	290	ML	10/18/2019	ACTIVE	23	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-290	A1107A	290	NA	4/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107A-291	A1107A	291	FIBER	6/19/2018	DELETED	24.05	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-291	A1107A	291	ML	11/16/2001	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107A-291	A1107A	291	ML	10/18/2019	ACTIVE	24.06	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-291	A1107A	291	NA	4/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-292	A1107A	292	FIBER	6/19/2018	DELETED	22.07	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-292	A1107A	292	ML	10/18/2019	ACTIVE	22.06	MCI METRO ACCESS TRANSMISSION SERVICES	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107A-292	A1107A	292	NA	4/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-301	A1107A	301	FIBER	6/19/2018	DELETED	22.06	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-301	A1107A	301	ML	10/18/2019	ACTIVE	22.06	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-301	A1107A	301	NA	4/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-182	A1107A	182	NA	4/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-181	A1107A	181	ANTW	8/16/2007	DELETED	0	METRO FI	2
A1107A-181	A1107A	181	NA	6/1/1982	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107A-181	A1107A	181	NA	9/14/1999	ACTIVE	0	COMCAST-CMST-JUFM	3

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107A-180	A1107A	180	NA	4/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-22	A1107A	22	NULL	NULL	NULL	NULL	NULL	NULL
A1107A-25	A1107A	25	NA	4/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-178	A1107A	178	NA	4/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107A-178	A1107A	178	SVC	11/16/2001	ACTIVE	19.06	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107A-258	A1107A	258	FIBER	8/6/2002	ACTIVE	0	LEVEL 3 COMMUNICATION S LLC	3
A1107A-258	A1107A	258	ML	3/3/2010	ACTIVE	19	ELECTRIC LIGHTWAVE	3
A1107A-258	A1107A	258	ML	12/15/2020	CONDAPPR	22.09	WAVE BROADBAND	3
A1107A-258	A1107A	258	ML-OVERLASH	4/1/1982	ACTIVE	20.04	COMCAST-CMST-JUFM	3



**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107A-258	A1107A	258	NA	2/27/1998	DELETED	0	Z-DEAD FILE:GST TELECOME INC	3
A1107A-436	A1107A	436	ML	1/31/2012	ACTIVE	22.09	CITY OF PORTLAND	7
A1107A-436	A1107A	436	ML	6/17/2016	ACTIVE	20.04	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107A-436	A1107A	436	ML	1/6/2020	CONDAPPR	22.06	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107A-436	A1107A	436	ML-OVERLASH	8/1/1982	ACTIVE	21.1	COMCAST-CMST-JUFM	3
A1107A-173	A1107A	173	FIBER	8/6/2002	ACTIVE	0	LEVEL 3 COMMUNICATION S LLC	3
A1107A-173	A1107A	173	ML	3/3/2010	ACTIVE	22	ELECTRIC LIGHTWAVE	3
A1107A-173	A1107A	173	ML	12/15/2020	CONDAPPR	23.1	WAVE BROADBAND	3

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107A-173	A1107A	173	NA	6/1/1982	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107A-173	A1107A	173	NA	6/14/1988	DELETED	0	COMCAST-CMST-JUFM	3
A1107A-173	A1107A	173	NA	2/27/1998	DELETED	0	Z-DEAD FILE:GST TELECOME INC	3
A1107B-172	A1107B	172	FIBER	8/6/2002	ACTIVE	0	LEVEL 3 COMMUNICATION S LLC	3
A1107B-172	A1107B	172	FIBER	6/20/2018	DELETED	20.06	ELECTRIC LIGHTWAVE	3
A1107B-172	A1107B	172	ML	3/3/2010	ACTIVE	20.06	ELECTRIC LIGHTWAVE	3
A1107B-172	A1107B	172	ML	12/15/2020	CONDAPPR	23.09	WAVE BROADBAND	3
A1107B-172	A1107B	172	NA	5/1/1975	DELETED	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107B-172	A1107B	172	NA	11/6/1987	DELETED	0	COMCAST-CMST-JUFM	3
A1107B-172	A1107B	172	NA	2/27/1998	DELETED	0	Z-DEAD FILE:GST TELECOME INC	3
A1107B-170	A1107B	170	FIBER	8/6/2002	ACTIVE	0	LEVEL 3 COMMUNICATION S LLC	3
A1107B-170	A1107B	170	FIBER	6/15/2009	ACTIVE	0	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1107B-170	A1107B	170	ML	3/3/2010	ACTIVE	20.09	ELECTRIC LIGHTWAVE	3
A1107B-170	A1107B	170	ML	12/15/2020	CONDAPPR	22.06	WAVE BROADBAND	3
A1107B-170	A1107B	170	NA	6/1/1982	DELETED	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107B-170	A1107B	170	NA	11/6/1987	ACTIVE	0	COMCAST-CMST-JUFM	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107B-170	A1107B	170	NA	2/27/1998	DELETED	0	Z-DEAD FILE:GST TELECOM INC	3
A1107B-107	A1107B	107	FIBER	6/15/2009	ACTIVE	23	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1107B-107	A1107B	107	ML	12/11/2007	DELETED	19.8	COMCAST-CMST-JUFM	3
A1107B-107	A1107B	107	ML	3/3/2010	ACTIVE	19.06	ELECTRIC LIGHTWAVE	3
A1107B-107	A1107B	107	ML	12/15/2020	CONDAPPR	20.11	WAVE BROADBAND	3
A1107B-107	A1107B	107	NA	5/1/1975	DELETED	0	PGE - Global record to associate standard rates	7
A1107B-212	A1107B	212	FIBER	4/22/2021	CONDAPPR	23.08	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1107B-212	A1107B	212	ML	1/31/2012	DELETED	24.11	PGE - Global record to associate standard	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
							rates	
A1107B-212	A1107B	212	ML- OVERLASH	12/1/1981	ACTIVE	19	COMCAST-CMST- JUFM	3
A1107B-213	A1107B	213	ARM	4/21/2004	DELETED	22.1	COMCAST-CMST- JUFM	3
A1107B-213	A1107B	213	FIBER	6/23/2008	ACTIVE	27.2	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
A1107B-213	A1107B	213	ML	1/31/2012	ACTIVE	22.02	CITY OF PORTLAND	7
A1107B-213	A1107B	213	ML	11/22/2019	CONDAPPR	24.1	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107B-213	A1107B	213	NA	5/1/1975	DELETED	0	QWEST- CENTURYLINK- JOINT USE CENTRAL	1 Exhibit I-1
A1107B-213	A1107B	213	NA	11/6/1987	ACTIVE	0	COMCAST-CMST- JUFM	3 UP XXX - Page 95

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107B-213	A1107B	213	RISER	11/22/2019	CONDAPPR	24.1	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107B-214	A1107B	214	FIBER	3/15/2021	CONDAPPR	18.09	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107B-214	A1107B	214	ML	1/31/2012	ACTIVE	22.02	CITY OF PORTLAND	7
A1107B-214	A1107B	214	ML	11/22/2019	CONDAPPR	28.05	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107B-214	A1107B	214	ML-OVERLASH	12/1/1981	ACTIVE	20	COMCAST-CMST-JUFM	3
A1107B-41	A1107B	41	NULL	NULL	NULL	NULL	NULL	NULL
A1107B-215	A1107B	215	FIBER	3/15/2021	CONDAPPR	21.08	QWEST-CENTURYLINK-JOINT USE CENTRAL	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107B-215	A1107B	215	ML	1/31/2012	ACTIVE	22.02	CITY OF PORTLAND	7
A1107B-215	A1107B	215	ML	11/22/2019	CONDAPPR	23	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107B-215	A1107B	215	ML	12/15/2020	CONDAPPR	23.02	WAVE BROADBAND	3
A1107B-215	A1107B	215	ML-OVERLASH	12/1/1981	ACTIVE	20	COMCAST-CMST-JUFM	3
A1107B-38	A1107B	38	NULL	NULL	NULL	NULL	NULL	NULL
A1107B-216	A1107B	216	FIBER	6/20/2018	ACTIVE	21.08	ELECTRIC LIGHTWAVE	3
A1107B-216	A1107B	216	ML	1/31/2012	ACTIVE	24.02	CITY OF PORTLAND	7
A1107B-216	A1107B	216	ML-OVERLASH	11/6/1987	ACTIVE	19.1	COMCAST-CMST-JUFM	3
A1107B-216	A1107B	216	NA	6/1/1982	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107B-217	A1107B	217	ML	1/31/2012	ACTIVE	21.09	CITY OF PORTLAND	7
A1107B-217	A1107B	217	ML-OVERLASH	12/1/1981	ACTIVE	20.07	COMCAST-CMST-JUFM	3
A1107B-434	A1107B	434	ML	1/31/2012	ACTIVE	25	CITY OF PORTLAND	7
A1107B-434	A1107B	434	ML	11/22/2019	CONDAPPR	25.1	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107B-434	A1107B	434	ML-OVERLASH	8/1/1982	ACTIVE	22.08	COMCAST-CMST-JUFM	3
A1107B-434	A1107B	434	ML-OVERLASH	5/10/1996	ACTIVE	21.07	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107B-434	A1107B	434	RISER	11/22/2019	CONDAPPR	25.1	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107B-300	A1107B	300	NULL	NULL	NULL	NULL	NULL	NULL

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107B-219	A1107B	219	NULL	5/10/1996	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107B-219	A1107B	219	ML	1/31/2012	ACTIVE	21.08	CITY OF PORTLAND	7
A1107B-219	A1107B	219	ML	11/22/2019	CONDAPPR	25.03	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107B-219	A1107B	219	ML-OVERLASH	12/1/1981	ACTIVE	20	COMCAST-CMST-JUFM	3
A1107B-220	A1107B	220	ML	1/31/2012	ACTIVE	24.02	CITY OF PORTLAND	7
A1107B-220	A1107B	220	ML	11/22/2019	CONDAPPR	23.1	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107B-220	A1107B	220	ML-OVERLASH	12/1/1981	ACTIVE	21	COMCAST-CMST-JUFM	3
A1107B-451	A1107B	451	ML	1/31/2012	ACTIVE	20.08	CITY OF	7

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107B-451	A1107B	451	ML	11/22/2019	CONDAPPR	22.08	MCI METRO ACCESS TRANSMISSION SERVICES	3
A1107B-451	A1107B	451	NA	12/1/1981	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107B-451	A1107B	451	RISER	11/22/2019	CONDAPPR	22.08	MCI METRO ACCESS TRANSMISSION SERVICES	3
B1112A-452	B1112A	452	ARM	4/21/2004	ACTIVE	19.8	COMCAST-CMST-JUFM	3
B1112A-452	B1112A	452	ML	1/31/2012	ACTIVE	21.05	CITY OF PORTLAND	7
B1112A-452	B1112A	452	NA	9/1/1993	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107B-453	A1107B	453	GUY	9/1/1982	ACTIVE	21.05	QWEST-CENTURYLINK-JOINT USE CENTRAL	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107B-453	A1107B	453	NA	6/13/1988	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107B-477	A1107B	477	ML-OVERLASH	5/1/1975	ACTIVE	21.04	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107B-477	A1107B	477	NA	11/6/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107B-454	A1107B	454	ML-OVERLASH	6/1/1982	ACTIVE	19.11	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107B-454	A1107B	454	NA	11/6/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107B-221	A1107B	221	ML	11/16/2001	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1107B-221	A1107B	221	NA	12/1/1981	ACTIVE	0	COMCAST-CMST-JUFM	3
A1107B-404	A1107B	404	NA	8/1/1982	ACTIVE	0	QWEST-CENTURYLINK-	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1107B-404	A1107B	404	NA	11/6/1987	ACTIVE	0	JOINT USE CENTRAL	
A1106C-257	A1106C	257	NA	4/1/1982	ACTIVE	0	COMCAST-CMST- JUFM	3
A1106C-258	A1106C	258	FIBER	8/24/2018	ACTIVE	20.01	CITY OF PORTLAND	7
A1106C-258	A1106C	258	ML	10/1/2020	CONDAPPR	21.01	WAVE BROADBAND	3
A1106C-258	A1106C	258	NA	4/1/1982	ACTIVE	0	COMCAST-CMST- JUFM	3
A1106C-259	A1106C	259	FIBER	8/24/2018	ACTIVE	23.03	CITY OF PORTLAND	7
A1106C-259	A1106C	259	ML	10/1/2020	CONDAPPR	25.11	WAVE BROADBAND	3
A1106C-259	A1106C	259	ML- OVERLASH	5/1/1975	ACTIVE	20.06	QWEST- CENTURYLINK- JOINT USE CENTRAL	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
A1106C-259	A1106C	259	NA	11/3/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
A1106C-2315	A1106C	2315	FIBER	8/24/2018	ACTIVE	24.11	CITY OF PORTLAND	7
A1106C-2315	A1106C	2315	GUY	9/2/2010	ACTIVE	24	LIGHTSPEED NETWORKS	3
A1106C-2315	A1106C	2315	ML	10/1/2020	CONDAPPR	25.04	WAVE BROADBAND	3
A1106C-2315	A1106C	2315	ML-OVERLASH	5/1/1975	ACTIVE	21.07	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
A1106C-2315	A1106C	2315	NA	11/3/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
A1106C-2315	A1106C	2315	RISER	9/2/2010	ACTIVE	24	LIGHTSPEED NETWORKS	3
B1101D-316	B1101D	316	FIBER	8/24/2018	ACTIVE	24.01	CITY OF PORTLAND	7
B1101D-316	B1101D	316	ML	10/1/2020	CONDAPPR	25.01	WAVE BROADBAND	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B1101D-316	B1101D	316	ML- OVERLASH	5/1/1975	ACTIVE	21.03	QWEST- CENTURYLINK- JOINT USE CENTRAL	1
B1101D-316	B1101D	316	NA	11/17/1987	ACTIVE	0	COMCAST-CMST- JUFM	3
B1101D-317	B1101D	317	FIBER	8/24/2018	ACTIVE	23.01	CITY OF PORTLAND	7
B1101D-317	B1101D	317	ML	11/17/1987	ACTIVE	23.06	COMCAST-CMST- JUFM	3
B1101D-317	B1101D	317	ML	10/1/2020	CONDAPPR	24.05	WAVE BROADBAND	3
B1101D-317	B1101D	317	ML- OVERLASH	5/1/1975	ACTIVE	21	QWEST- CENTURYLINK- JOINT USE CENTRAL	1
B1101D-318	B1101D	318	FIBER	8/24/2018	ACTIVE	24.08	CITY OF PORTLAND	7
B1101D-318	B1101D	318	ML	10/1/2020	CONDAPPR	25.01	WAVE BROADBAND	3
B1101D-318	B1101D	318	ML-	5/1/1975	ACTIVE	21.07	QWEST-	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
			OVERLASH				CENTURYLINK-JOINT USE CENTRAL	
B1101D-318	B1101D	318	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101D-319	B1101D	319	FIBER	6/23/2008	ACTIVE	25.6	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
B1101D-319	B1101D	319	FIBER	8/24/2018	ACTIVE	24.03	CITY OF PORTLAND	7
B1101D-319	B1101D	319	ML	10/1/2020	CONDAPPR	25.04	WAVE BROADBAND	3
B1101D-319	B1101D	319	ML-OVERLASH	5/1/1975	ACTIVE	21.07	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101D-319	B1101D	319	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101D-320	B1101D	320	ANTW	9/21/2007	DELETED	0	METRO FI	2
B1101D-320	B1101D	320	FIBER	8/24/2018	ACTIVE	23.02	CITY OF	7

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
							PORTLAND	
B1101D-320	B1101D	320	ML	10/1/2020	CONDAPPR	25.06	WAVE BROADBAND	3
B1101D-320	B1101D	320	NA	12/1/1982	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101D-320	B1101D	320	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101D-321	B1101D	321	FIBER	8/24/2018	ACTIVE	22.06	CITY OF PORTLAND	7
B1101D-321	B1101D	321	ML	10/1/2020	CONDAPPR	23.03	WAVE BROADBAND	3
B1101D-321	B1101D	321	ML	10/1/2020	CONDAPPR	23.09	WAVE BROADBAND	3
B1101D-321	B1101D	321	ML-OVERLASH	5/1/1975	ACTIVE	20.05	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101D-321	B1101D	321	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3



**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B1101D-322	B1101D	322	ML	5/1/1975	ACTIVE	20.09	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101D-322	B1101D	322	ML	10/30/2020	CONDAPPR	23.05	WAVE BROADBAND	3
B1101D-322	B1101D	322	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101D-323	B1101D	323	ML	10/30/2020	CONDAPPR	21.05	WAVE BROADBAND	3
B1101D-323	B1101D	323	NA	12/1/1982	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101D-323	B1101D	323	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101D-324	B1101D	324	ML	10/30/2020	CONDAPPR	22.07	WAVE BROADBAND	3
B1101D-324	B1101D	324	NA	12/1/1982	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
							CENTRAL	
B1101D-324	B1101D	324	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101D-325	B1101D	325	ML	10/30/2020	CONDAPPR	22.07	WAVE BROADBAND	3
B1101D-325	B1101D	325	NA	6/1/1982	ACTIVE	21.07	COMCAST-CMST-JUFM	3
B1101D-326	B1101D	326	ML	10/30/2020	CONDAPPR	23	WAVE BROADBAND	3
B1101D-326	B1101D	326	NA	11/29/2000	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101D-1319	B1101D	1319	ML	10/30/2020	CONDAPPR	22.06	WAVE BROADBAND	3
B1101D-1319	B1101D	1319	NA	6/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101C-1320	B1101C	1320	NA	6/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101C-1320	B1101C	1320	SVC	7/29/2009	ACTIVE	20.07	QWEST-CENTURYLINK-JOINT USE	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B1101C-1321	B1101C	1321	ML- OVERLASH	5/1/1975	ACTIVE	19.02	CENTRAL	1
B1101C-1321	B1101C	1321	NA	11/17/1987	ACTIVE	0	COMCAST-CMST- JUFM	3
B1101C-7	B1101C	7	NULL	NULL	NULL	NULL	NULL	NULL
B1101C-1322	B1101C	1322	NA	6/1/1982	ACTIVE	0	COMCAST-CMST- JUFM	3
B1101C-1323	B1101C	1323	ML- OVERLASH	5/1/1975	ACTIVE	19.07	QWEST- CENTURYLINK- JOINT USE CENTRAL	1
B1101C-1323	B1101C	1323	NA	11/17/1987	ACTIVE	0	COMCAST-CMST- JUFM	3
B1101C-1324	B1101C	1324	NA	7/1/1982	ACTIVE	0	QWEST- CENTURYLINK- JOINT USE CENTRAL	1
B1101C-1324	B1101C	1324	NA	11/29/2000	ACTIVE	0	COMCAST-CMST-	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B1101C-1325	B1101C	1325	ML-OVERLASH	5/1/1975	ACTIVE	19.04	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101C-1325	B1101C	1325	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101C-190	B1101C	190	NULL	NULL	NULL	NULL	NULL	NULL
B1101C-1326	B1101C	1326	ML	10/30/2020	CONDAPPR	22.09	WAVE BROADBAND	3
B1101C-1326	B1101C	1326	NA	6/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101C-224	B1101C	224	ML	12/1/1982	ACTIVE	19.07	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101C-224	B1101C	224	ML	10/30/2020	CONDAPPR	21.06	WAVE BROADBAND	3
B1101C-224	B1101C	224	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B1101C-1327	B1101C	1327	ML	10/30/2020	CONDAPPR	22.1	WAVE BROADBAND	3
B1101C-1327	B1101C	1327	NA	12/1/1982	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101C-1327	B1101C	1327	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101C-1327	B1101C	1327	SVC	6/15/2016	ACTIVE	20.01	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101C-1328	B1101C	1328	NA	6/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101C-25	B1101C	25	NULL	NULL	NULL	NULL	NULL	NULL
B1101C-1329	B1101C	1329	NA	5/1/1975	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101C-1329	B1101C	1329	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3

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**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B1101C-387	B1101C	387	NA	6/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101C-388	B1101C	388	NULL	NULL	NULL	NULL	NULL	NULL
B1101C-336	B1101C	336	NA	6/1/1982	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101C-337	B1101C	337	ML-OVERLASH	5/14/2013	ACTIVE	22.04	COMCAST-CMST-JUFM	3
B1101C-337	B1101C	337	NA	5/1/1975	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101C-337	B1101C	337	NA	11/17/1987	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101C-338	B1101C	338	ML-OVERLASH	7/1/1982	ACTIVE	18.01	COMCAST-CMST-JUFM	3
B1101C-338	B1101C	338	NA	11/29/2000	ACTIVE	0	COMCAST-CMST-JUFM	3
B1101C-338	B1101C	338	NA	11/29/2000	DELETED	0	COMCAST-CMST-JUFM	3
B1101B-77	B1101B	77	ML-	7/1/1982	ACTIVE	18.1	COMCAST-CMST-	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
			OVERLASH				JUFM	
B1101B-77	B1101B	77	NA	11/29/2000	DELETED	0	COMCAST-CMST-JUFM	3
B1101B-78	B1101B	78	ML-OVERLASH	11/18/1987	ACTIVE	21	COMCAST-CMST-JUFM	3
B1101B-78	B1101B	78	NA	5/1/1975	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1101B-79	B1101B	79	ML-OVERLASH	7/1/1982	ACTIVE	19.07	COMCAST-CMST-JUFM	3
B1101B-15	B1101B	15	NULL	NULL	NULL	NULL	NULL	NULL
B1101B-80	B1101B	80	ML-OVERLASH	7/1/1982	ACTIVE	19.1	COMCAST-CMST-JUFM	3
B1101B-81	B1101B	81	ML-OVERLASH	7/1/1982	ACTIVE	20.1	COMCAST-CMST-JUFM	3
B1101B-82	B1101B	82	FIBER	2/16/2018	DELETED	21.04	MCI METRO ACCESS TRANSMISSION SERVICES	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B1101B-82	B1101B	82	FIBER	2/16/2018	DELETED	21.1	MCI METRO ACCESS TRANSMISSION SERVICES	3
B1101B-82	B1101B	82	ML-OVERLASH	7/1/1982	ACTIVE	19.08	COMCAST-CMST-JUFM	3
B1101B-83	B1101B	83	FIBER	2/16/2018	DELETED	21.08	MCI METRO ACCESS TRANSMISSION SERVICES	3
B1101B-83	B1101B	83	ML-OVERLASH	7/1/1982	ACTIVE	20.08	COMCAST-CMST-JUFM	7
B1101B-84	B1101B	84	FIBER	2/16/2018	DELETED	21.08	MCI METRO ACCESS TRANSMISSION SERVICES	3
B1101B-84	B1101B	84	ML-OVERLASH	7/1/1982	ACTIVE	20.1	COMCAST-CMST-JUFM	3
B1102A-73	B1102A	73	FIBER	2/16/2018	DELETED	18.03	MCI METRO ACCESS TRANSMISSION SERVICES	3



**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B1102A-73	B1102A	73	ML-OVERLASH	7/1/1982	ACTIVE	17.02	COMCAST-CMST-JUFM	3
B1102A-73	B1102A	73	SVC	3/4/2010	ACTIVE	18.1	COMCAST-CMST-JUFM	3
B1102A-73	B1102A	73	SVC	7/20/2011	ACTIVE	19.02	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B1102A-3	B1102A	3	FIBER	2/16/2018	DELETED	18.1	MCI METRO ACCESS TRANSMISSION SERVICES	3
B1102A-3	B1102A	3	ML	4/5/2019	DELETED	18.11	MCI METRO ACCESS TRANSMISSION SERVICES	3
B1102A-3	B1102A	3	ML-OVERLASH	7/1/1982	ACTIVE	19.03	COMCAST-CMST-JUFM	3
B1102A-16	B1102A	16	FIBER	2/16/2018	DELETED	17.09	MCI METRO ACCESS TRANSMISSION SERVICES	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B1102A-16	B1102A	16	ML	8/14/2015	ACTIVE	17.08	COMCAST-CMST-JUFM	3
B1102A-16	B1102A	16	ML	4/5/2019	DELETED	17.08	MCI METRO ACCESS TRANSMISSION SERVICES	3
B1102A-16	B1102A	16	ML-OVERLASH	7/1/1982	ACTIVE	16.04	COMCAST-CMST-JUFM	3
B1102A-16	B1102A	16	NA	11/18/1987	DELETED	0	COMCAST-CMST-JUFM	3
B1102A-16	B1102A	16	RISER	8/14/2015	ACTIVE	16.04	COMCAST-CMST-JUFM	7
B1102A-20	B1102A	20	FIBER	2/16/2018	DELETED	22.09	MCI METRO ACCESS TRANSMISSION SERVICES	3
B1102A-20	B1102A	20	ML-OVERLASH	11/18/1987	ACTIVE	20	COMCAST-CMST-JUFM	3
B1102A-20	B1102A	20	NA	10/1/1983	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE	1

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B1102A-21	B1102A	21	FIBER	2/16/2018	DELETED	20.01	MCI METRO ACCESS TRANSMISSION SERVICES	3
B1102A-21	B1102A	21	SVC	10/6/2005	ACTIVE	20.02	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B2135D-552	B2135D	552	FIBER	2/16/2018	DELETED	22	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-552	B2135D	552	ML	4/5/2019	DELETED	24	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-552	B2135D	552	NA	10/1/1979	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B2135D-523	B2135D	523	FIBER	2/16/2018	DELETED	22	MCI METRO	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B2135D-523	B2135D	523	ML	6/2/2004	ACTIVE	21	ACCESS TRANSMISSION SERVICES	1
B2135D-523	B2135D	523	ML	4/5/2019	DELETED	21.11	QWEST-CENTURYLINK-JOINT USE CENTRAL	3
B2135D-770	B2135D	770	FIBER	2/16/2018	DELETED	26.09	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-770	B2135D	770	ML	3/8/2016	ACTIVE	25.06	COMCAST-CMST-JUFM	3
B2135D-770	B2135D	770	ML	4/5/2019	DELETED	25.09	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-770	B2135D	770	NA	8/1/1982	DELETED	0	COMCAST-CMST-	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B2135D-525	B2135D	525	FIBER	2/16/2018	DELETED	22.02	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-525	B2135D	525	ML	3/8/2016	ACTIVE	22.02	COMCAST-CMST-JUFM	3
B2135D-525	B2135D	525	ML	4/5/2019	DELETED	22.02	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-525	B2135D	525	NA	10/1/1979	DELETED	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B2135D-526	B2135D	526	FIBER	2/16/2018	DELETED	24.02	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-526	B2135D	526	ML	3/8/2016	ACTIVE	21.08	COMCAST-CMST-JUFM	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B2135D-526	B2135D	526	ML	4/5/2019	DELETED	23.09	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-526	B2135D	526	NA	10/1/1979	ACTIVE	0	QWEST-CENTURYLINK-JOINT USE CENTRAL	1
B2135D-527	B2135D	527	FIBER	2/16/2018	DELETED	23.07	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-527	B2135D	527	ML	3/8/2016	ACTIVE	21.04	COMCAST-CMST-JUFM	3
B2135D-528	B2135D	528	FIBER	2/16/2018	DELETED	26	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-528	B2135D	528	ML	10/13/2020	CONDAPPR	22.03	COMCAST-CMST-JUFM	3
B2135D-563	B2135D	563	FIBER	2/16/2018	DELETED	30.1	MCI METRO ACCESS	3

Joint Use Details

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B2135D-563	B2135D	563	PPG	10/13/2020	CONDAPPR	22	TRANSMISSION SERVICES	3
B2135D-529	B2135D	529	FIBER	6/26/2007	ACTIVE	0	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
B2135D-529	B2135D	529	FIBER	2/16/2018	DELETED	25	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-529	B2135D	529	GUY	5/9/2019	ACTIVE	12.04	COMCAST-CMST-JUFM	3
B2135D-529	B2135D	529	ML	10/13/2020	CONDAPPR	19.04	COMCAST-CMST-JUFM	3
B2135D-560	B2135D	560	FIBER	2/16/2018	DELETED	24.03	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-560	B2135D	560	PPG	10/13/2020	CONDAPPR	21.08	COMCAST-CMST-	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B2135D-530	B2135D	530	FIBER	6/26/2007	ACTIVE	0	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
B2135D-530	B2135D	530	FIBER	2/16/2018	DELETED	20.1	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-530	B2135D	530	ML-OVERLASH	5/9/2019	ACTIVE	19.1	COMCAST-CMST-JUFM	3
B2135D-531	B2135D	531	FIBER	6/26/2007	ACTIVE	0	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
B2135D-531	B2135D	531	FIBER	2/16/2018	DELETED	22.1	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-531	B2135D	531	ML	4/5/2019	DELETED	23.03	MCI METRO ACCESS TRANSMISSION	3



**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B2135D-531	B2135D	531	ML-OVERLASH	5/9/2019	ACTIVE	21.1	COMCAST-CMST-JUFM	3
B2135D-531	B2135D	531	NA	8/1/1982	DELETED	0	COMCAST-CMST-JUFM	3
B2135D-531	B2135D	531	RISER	4/5/2019	DELETED	23.03	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-10	B2135D	10	NULL	NULL	NULL	NULL	NULL	NULL
B2135D-532	B2135D	532	FIBER	6/26/2007	ACTIVE	0	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
B2135D-532	B2135D	532	FIBER	2/16/2018	DELETED	23	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-532	B2135D	532	ML	4/5/2019	DELETED	22.02	MCI METRO ACCESS TRANSMISSION	3

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B2135D-532	B2135D	532	ML-OVERLASH	5/9/2019	ACTIVE	22.01	COMCAST-CMST-JUFM	3
B2135D-532	B2135D	532	NA	8/1/1982	DELETED	0	COMCAST-CMST-JUFM	3
B2135D-533	B2135D	533	FIBER	6/26/2007	ACTIVE	0	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
B2135D-533	B2135D	533	FIBER	2/16/2018	DELETED	20.11	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-533	B2135D	533	ML	4/5/2019	DELETED	22.02	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-533	B2135D	533	ML-OVERLASH	5/9/2019	ACTIVE	22.08	COMCAST-CMST-JUFM	3
B2135D-533	B2135D	533	NA	8/1/1982	DELETED	0	COMCAST-CMST-JUFM	3

Exhibit I-1 - Page 124 UP XXX

**Joint Use Details**

POLE_TAG	MAP NUMBER	POLE NUMBER	ATTACHMENT TYPE	ATTACHMENT DATE	ATTACHMENT STATUS	ATTACHMENT HEIGHT	RENTER NAME	RENTAL TYPE
B2135D-533	B2135D	533	RISER	4/5/2019	DELETED	22.02	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-534	B2135D	534	FIBER	6/26/2007	ACTIVE	0	PORTLAND GENERAL ELECTRIC FIBER JOINT US	7
B2135D-534	B2135D	534	FIBER	2/16/2018	DELETED	26.02	MCI METRO ACCESS TRANSMISSION SERVICES	3
B2135D-534	B2135D	534	ML	5/9/2019	ACTIVE	24.05	COMCAST-CMST-JUFM	3
B2135D-482	B2135D	482	NULL	NULL	NULL	NULL	NULL	NULL

### SCHEDULE 3.7

## COMPLIANCE AND/OR GOVERNMENTAL AUTHORIZATIONS EXCEPTIONS NOTED

- 1) Railroad Permit 27351-00 (rail crossing near Interstate-5)

<https://erecords/navigator/bookmark.jsp?repositoryId=Compliance&docid=4b54fa7c-3119-4c97-9696-c1a859736d77>

Location on PGE Map: A11-10

Explanation of lapse in compliance: permit was inadvertently allowed to expire by limitation on June 5, 1977, due to failure to renew and Union Pacific has expressed its preference that PacifiCorp move forward with necessary permitting for both this crossing and one noted below, for the new 115kV line.

- 2) Railroad Permit 11921-00 (rail crossing by Columbia Substation)

[Location on PGE Map: A11-10](#)

Explanation of lapse in compliance: permit was erroneously transferred to PP&L in 1972. Union Pacific has expressed its preference that PacifiCorp move forward with necessary permitting for both this crossing and one noted above, for its new 115kV line.

- 3) Portland Harbor Superfund Site

Location on PGE Map B1 1-1 and Map B2 1-35, at a point starting at the intersection of N. Reno and N. Lombard running approximately northwesterly along N. Lombard until the terminus of the line at the St. John's Substation.

Explanation of lapse in compliance: The identified portion of the PGE distribution and transmission assets is included within the upland boundary of the Portland Harbor Superfund Site and there may be a potential obligation to undertake or bear the cost of any remedial action at the Site associated with the assets.

**SCHEDULE 3.13(b)**

**ENVIRONMENTAL MATTERS**

Portland Harbor Superfund Site

Location on PGE Map B11-01 and Map B21-35, at a point starting at the intersection of N. Reno and N. Lombard running approximately northwesterly along N. Lombard until the terminus of the line at the St. John's Substation.

Explanation: That small portion of the PGE distribution and transmission system assets found at the mapped location referenced above are technically included within the upland boundary of the Portland Harbor Superfund Site. As such, there may arise, at some point, a potential obligation to undertake or bear the cost of any remedial action at the Portland Harbor Superfund Site associated with these few assets.

**SCHEDULE 5.1 (a)**  
**REQUIRED CONSENTS**

Commission	PacifiCorp	Portland General Electric
Federal Energy Regulatory Commission Section 203	No	No
California Public Utilities Commission	No	No
Idaho Public Utilities Commission	No	No
Oregon Public Utilities Commission	Yes ORS 757.485	Yes per ORS 757.480(1)
Utah Public Service Commission	No	No
Washington Utilities and Transportation Commission	No	No
Wyoming Public Service Commission	No	No










# PGE Northern 57 kV Line Sale FINAL as of 7-20-2022 (v2) - PAC Signed 2

Final Audit Report

2022-07-27

Created:	2022-07-25
By:	Shaun Foster (Shaun.Foster@pgn.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXJ_d8kUBPCfrl7OWO2gmNHvjYQWmzSPz

## "PGE Northern 57 kV Line Sale FINAL as of 7-20-2022 (v2) - PAC Signed 2" History


-  Document created by Shaun Foster (Shaun.Foster@pgn.com)  
2022-07-25 - 7:22:28 PM GMT- IP address: 163.116.138.115
-  Document emailed to Cece Coleman (Cece.Coleman@pgn.com) for approval  
2022-07-25 - 7:24:40 PM GMT
-  Email viewed by Cece Coleman (Cece.Coleman@pgn.com)  
2022-07-25 - 7:26:01 PM GMT- IP address: 163.116.138.118
-  Cece Coleman (Cece.Coleman@pgn.com) has agreed to the terms of use and to do business electronically with PORTLAND GENERAL ELECTRIC CO  
2022-07-25 - 7:28:54 PM GMT- IP address: 163.116.138.118
-  Document approved by Cece Coleman (Cece.Coleman@pgn.com)  
Approval Date: 2022-07-25 - 7:28:54 PM GMT - Time Source: server- IP address: 163.116.138.118
-  Document emailed to Larry Bekkedahl (larry.bekkedahl@pgn.com) for approval  
2022-07-25 - 7:28:57 PM GMT
-  Email viewed by Larry Bekkedahl (larry.bekkedahl@pgn.com)  
2022-07-25 - 11:43:37 PM GMT- IP address: 163.116.138.114
-  Larry Bekkedahl (larry.bekkedahl@pgn.com) has agreed to the terms of use and to do business electronically with PORTLAND GENERAL ELECTRIC CO  
2022-07-25 - 11:43:45 PM GMT- IP address: 163.116.138.114
-  Document approved by Larry Bekkedahl (larry.bekkedahl@pgn.com)  
Approval Date: 2022-07-25 - 11:43:45 PM GMT - Time Source: server- IP address: 163.116.138.114

 Document emailed to James Ajello (jim.ajello@pgn.com) for signature


2022-07-25 - 11:43:48 PM GMT

 Email viewed by James Ajello (jim.ajello@pgn.com)

2022-07-26 - 0:04:07 AM GMT- IP address: 174.204.206.68

 Signer James Ajello (jim.ajello@pgn.com) entered name at signing as James A. Ajello

2022-07-27 - 0:09:17 AM GMT- IP address: 163.116.138.117

 James A. Ajello (jim.ajello@pgn.com) has agreed to the terms of use and to do business electronically with  
PORTLAND GENERAL ELECTRIC CO

2022-07-27 - 0:09:18 AM GMT- IP address: 163.116.138.117

 Document e-signed by James A. Ajello (jim.ajello@pgn.com)

Signature Date: 2022-07-27 - 0:09:18 AM GMT - Time Source: server- IP address: 163.116.138.117

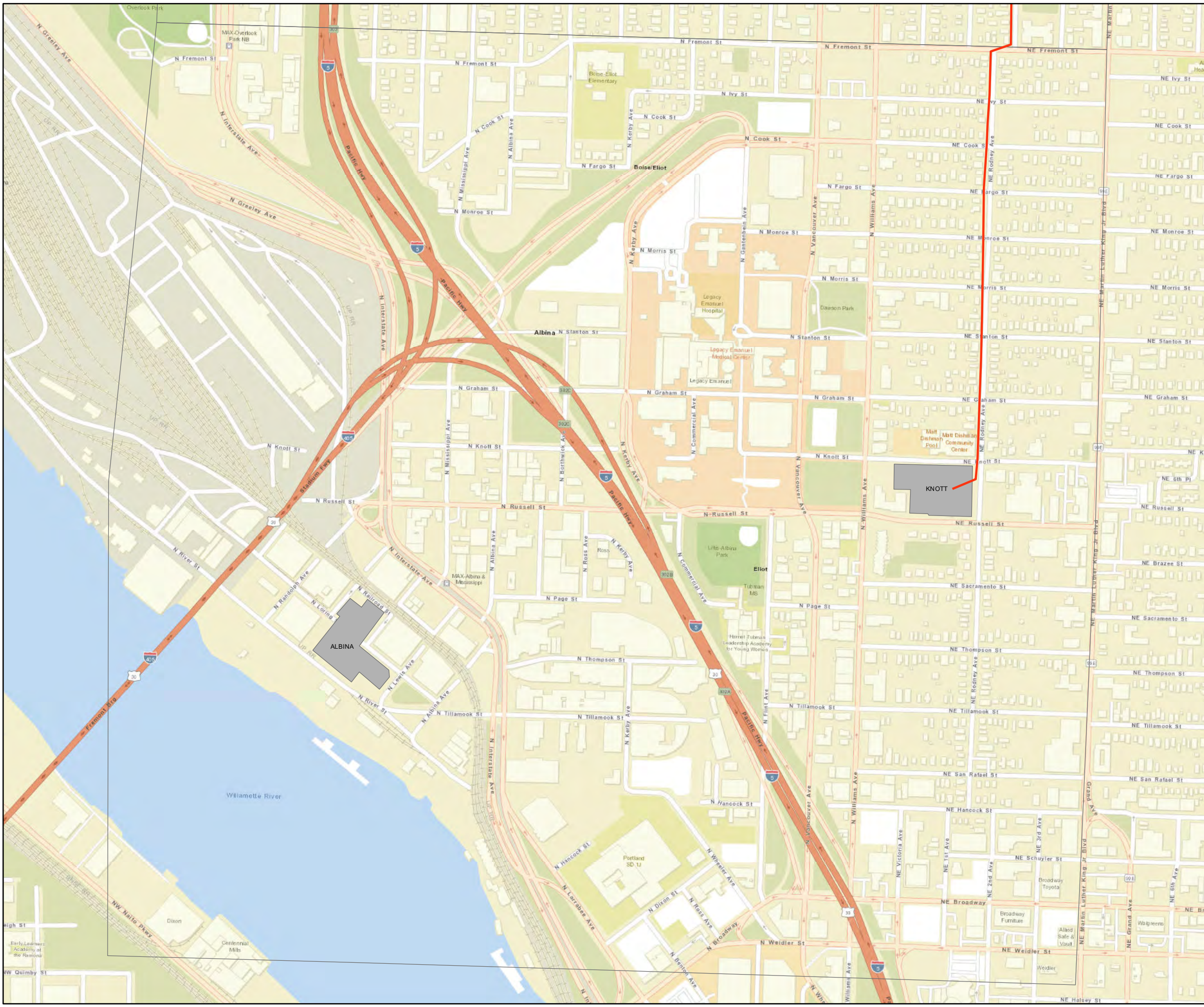
 Agreement completed.

2022-07-27 - 0:09:18 AM GMT



# Knott PACW - St. Johns BPA 57 kV Structures

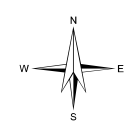
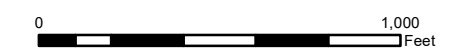
## Map Section A1 1-27



- KNTT-STJO-B1 57 kV Structure \* □
- ⊗ KNTT-STJO-B1 57 kV Structure - Not Selling
- ⊗ KNTT-STJO-B1 Distribution Pole (Not Selling) \*
- Knott PACW-St Johns BPA Line
- Substation

\* represents poles occurring along the Knott PACW - St. Johns BPA line regardless of if a true relationship exists between the pole and circuit or if the circuit is mounted on selected pole

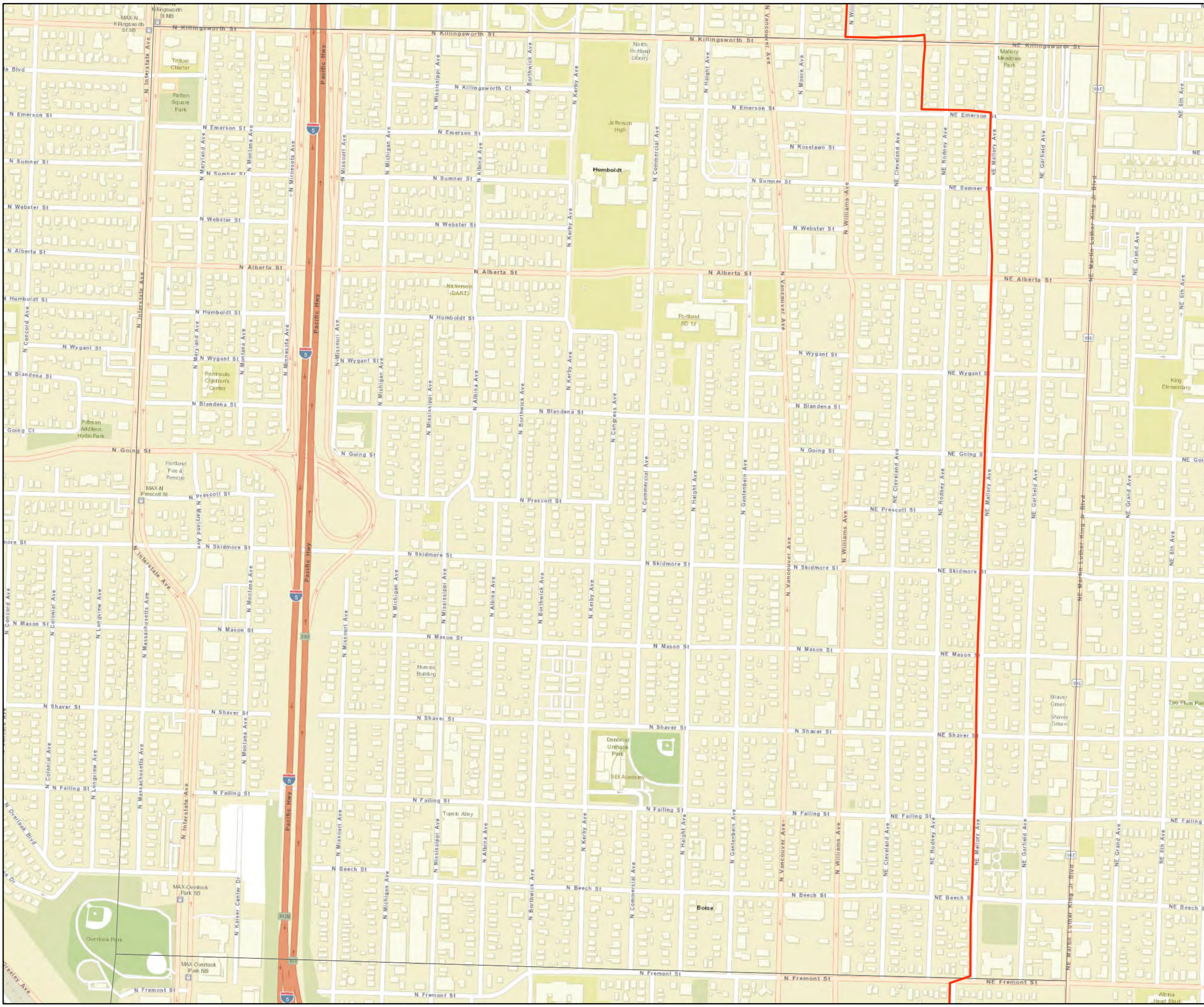
□ 57 kV St structure labels are bolded



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# Knott PACW - St. Johns BPA 57 kV Structures

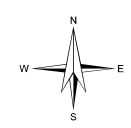
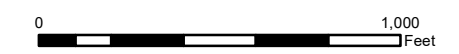
## Map Section A1 1-22



- KNNT-STJO-B1 57 kV Structure \* □
- ⊗ KNNT-STJO-B1 57 kV Structure - Not Selling
- ⊗ KNNT-STJO-B1 Distribution Pole (Not Selling) \*
- Knott PACW-St Johns BPA Line
- Substation

\* represents poles occurring along the Knott PACW - St. Johns BPA line regardless of if a true relationship exists between the pole and circuit or if the circuit is mounted on selected pole

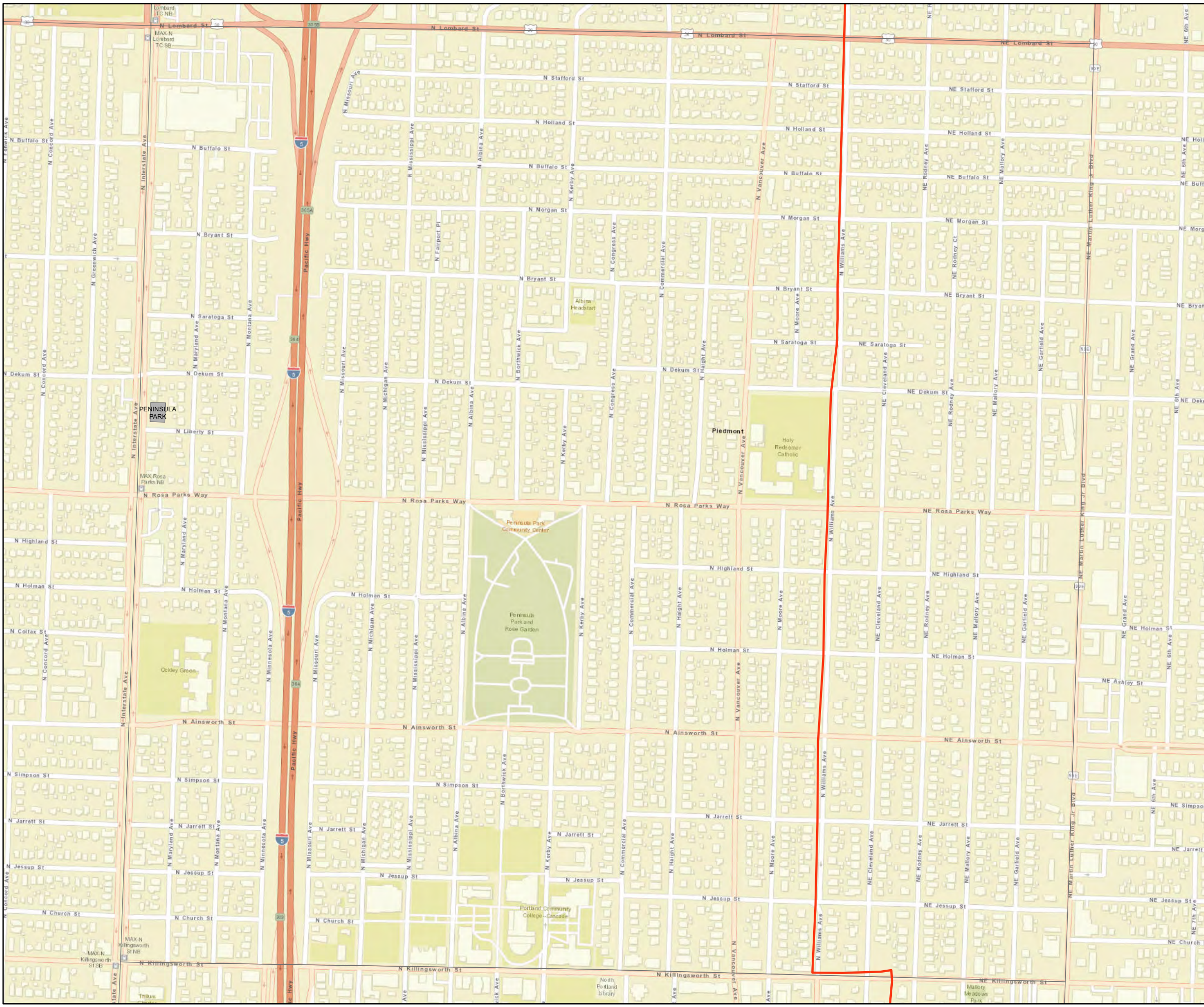
□ 57 kV St structure labels are bolded



11/8/2021

# Knott PACW - St. Johns BPA 57 kV Structures

## Map Section A1 1-15



- KNTT-STJO-B1 57 kV Structure \* □
- ⊗ KNTT-STJO-B1 57 kV Structure - Not Selling
- ⊗ KNTT-STJO-B1 Distribution Pole (Not Selling) \*
- Knott PACW-St Johns BPA Line
- Substation

\* represents poles occurring along the Knott PACW - St. Johns BPA line regardless of if a true relationship exists between the pole and circuit or if the circuit is mounted on selected pole

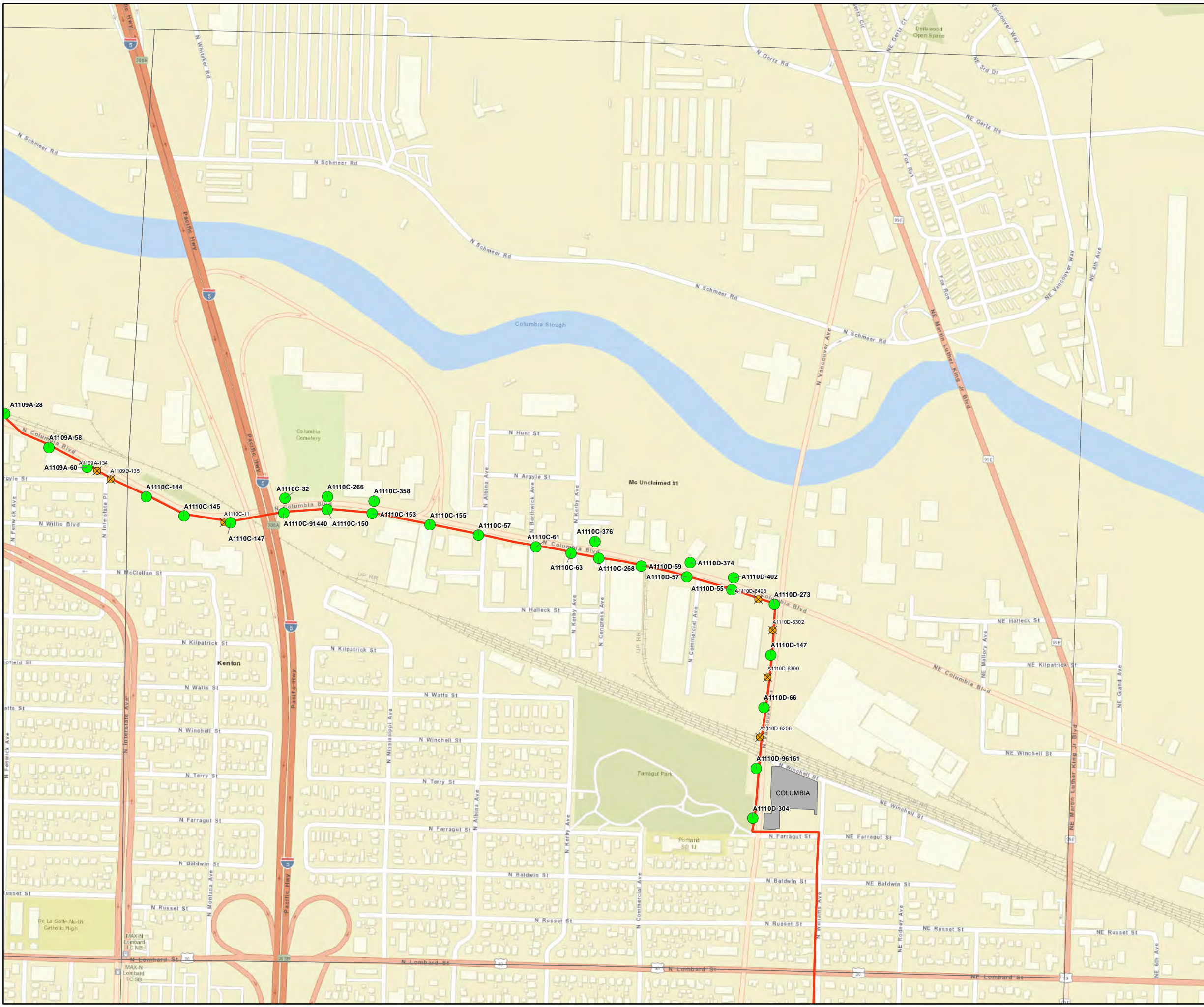
□ 57 kV St structure labels are bolded



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# Knott PACW - St. Johns BPA 57 kV Structures

## Map Section A1 1-10



- KNNT-STJO-B1 57 kV Structure \* □
- ⊗ KNNT-STJO-B1 57 kV Structure - Not Selling
- ⊗ KNNT-STJO-B1 Distribution Pole (Not Selling) \*
- Knott PACW-St Johns BPA Line
- Substation

\* represents poles occurring along the Knott PACW - St. Johns BPA line regardless of if a true relationship exists between the pole and circuit or if the circuit is mounted on selected pole

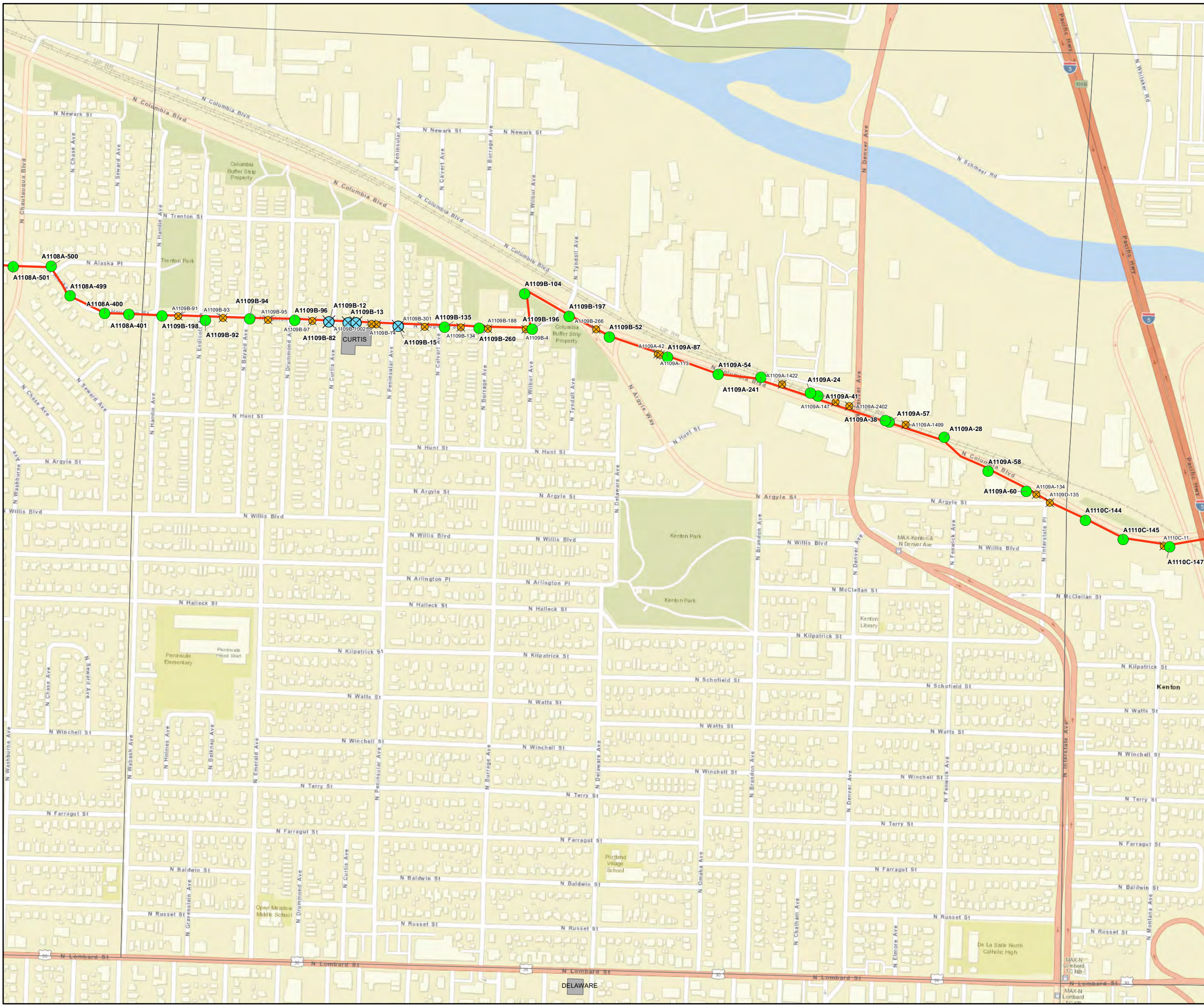
□ 57 kV St structure labels are bolded



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# Knott PACW - St. Johns BPA 57 kV Structures

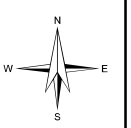
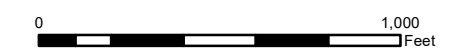
## Map Section A1 1-9



- KNNT-STJO-B1 57 kV Structure \*
- ⊗ KNNT-STJO-B1 57 kV Structure - Not Selling
- ⊗ KNNT-STJO-B1 Distribution Pole (Not Selling) \*
- Knott PACW-St Johns BPA Line
- Substation

\* represents poles occurring along the Knott PACW - St. Johns BPA line regardless of if a true relationship exists between the pole and circuit or if the circuit is mounted on selected pole

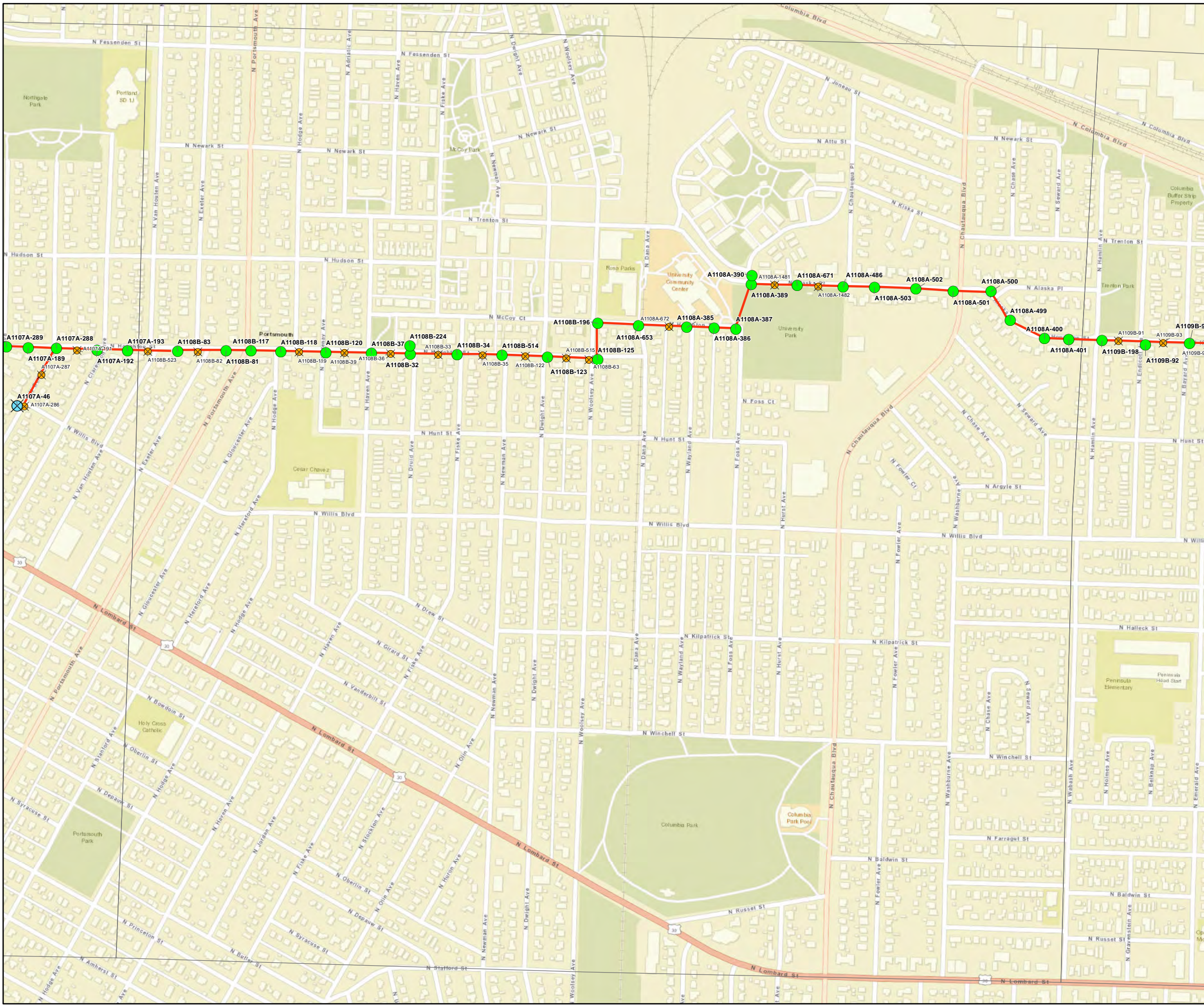
57 kV St structure labels are bolded



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# Knott PACW - St. Johns BPA 57 kV Structures

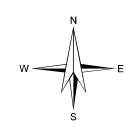
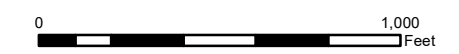
## Map Section A1 1-8



- KNNT-STJO-B1 57 kV Structure \*
- ⊗ KNNT-STJO-B1 57 kV Structure - Not Selling
- ⊗ KNNT-STJO-B1 Distribution Pole (Not Selling) \*
- Knott PACW-St Johns BPA Line
- Substation

\* represents poles occurring along the Knott PACW - St. Johns BPA line regardless of if a true relationship exists between the pole and circuit or if the circuit is mounted on selected pole

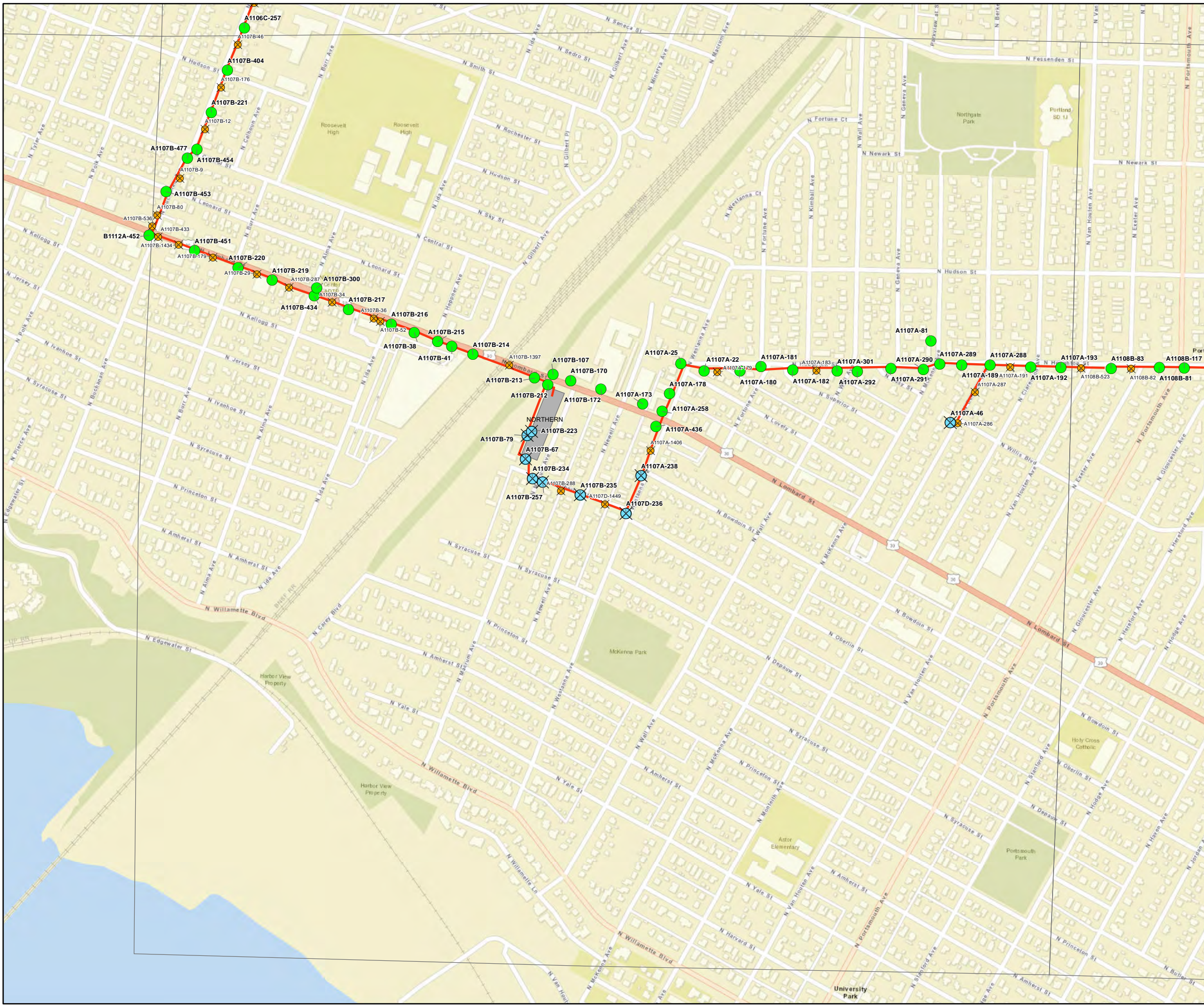
57 kV St structure labels are bolded



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# Knott PACW - St. Johns BPA 57 kV Structures

## Map Section A1 1-7



- KNTT-STJO-B1 57 kV Structure \*
- ⊗ KNTT-STJO-B1 57 kV Structure - Not Selling
- ⊠ KNTT-STJO-B1 Distribution Pole (Not Selling) \*
- Knott PACW-St Johns BPA Line
- Substation

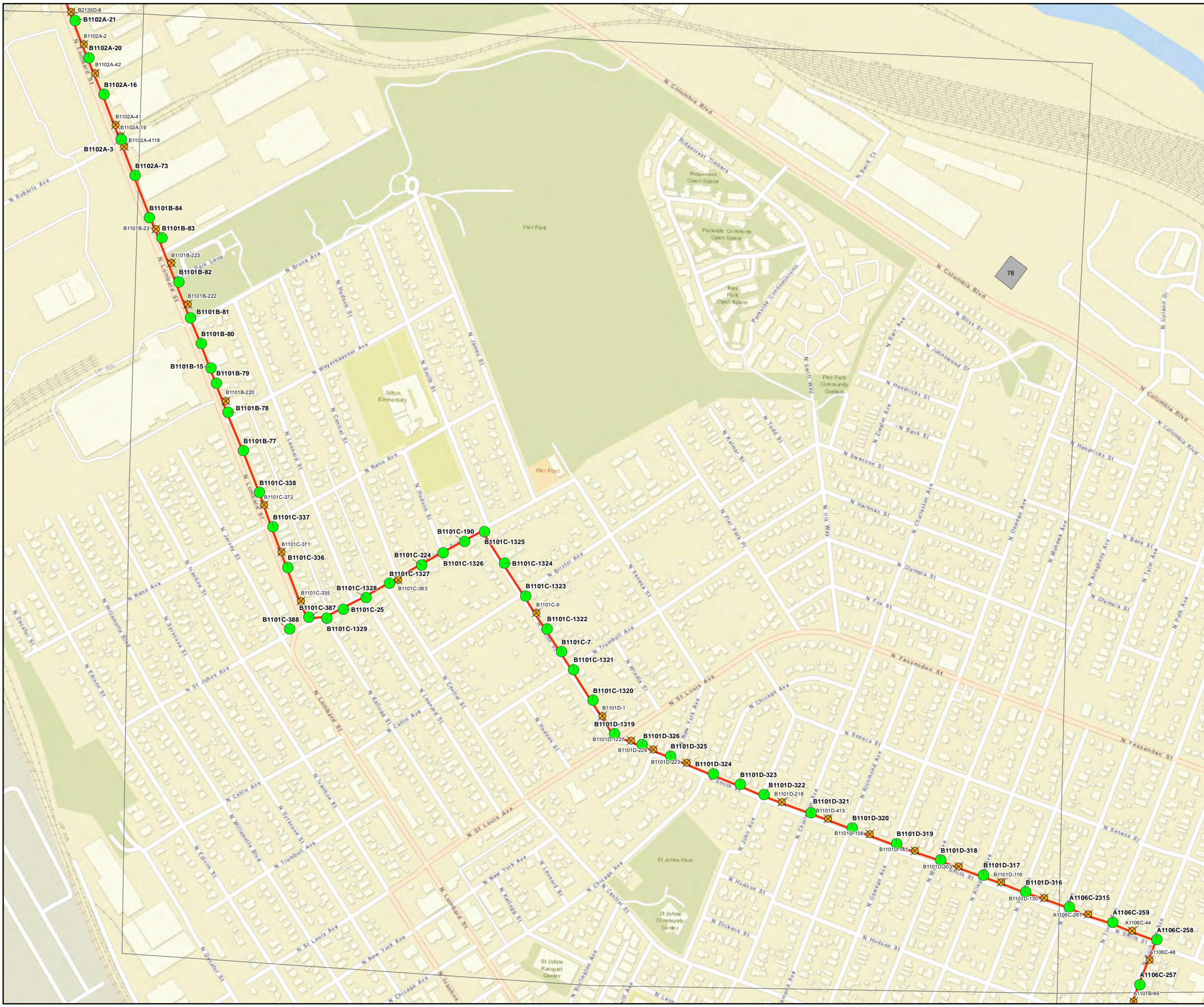
\* represents poles occurring along the Knott PACW - St. Johns BPA line regardless of if a true relationship exists between the pole and circuit or if the circuit is mounted on selected pole

57 kV St structure labels are bolded

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# Knott PACW - St. Johns BPA 57 kV Structures

## Map Section B1 1-1



- KNNT-STJO-B1 57 kV Structure \* □
- ⊗ KNNT-STJO-B1 57 kV Structure - Not Selling
- ⊗ KNNT-STJO-B1 Distribution Pole (Not Selling) \*
- Knott PACW-St Johns BPA Line
- Substation

\* represents poles occurring along the Knott PACW - St. Johns BPA line regardless of if a true relationship exists between the pole and circuit or if the circuit is mounted on selected pole

□ 57 kV St structure labels are bolded



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# Knott PACW - St. Johns BPA 57 kV Structures

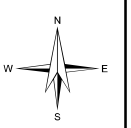
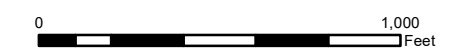
## Map Section B2 1-35



- KNNT-STJO-B1 57 kV Structure \* □
- ⊗ KNNT-STJO-B1 57 kV Structure - Not Selling
- ⊗ KNNT-STJO-B1 Distribution Pole (Not Selling) \*
- Knott PACW-St Johns BPA Line
- Substation

\* represents poles occurring along the Knott PACW - St. Johns BPA line regardless of if a true relationship exists between the pole and circuit or if the circuit is mounted on selected pole

□ 57 kV St structure labels are bolded



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Exhibit I-3 is voluminous in size and  
provided only in electronic format

Exhibit J is voluminous in size and  
provided only in electronic format

Exhibit L is voluminous in size and  
provided only in electronic format