

Portland General Electric Company  
\$75,000,000  
Medium-Term Note Series IV  
(A Series of First Mortgage Bonds)  
Due from Nine Months to Thirty Years from Date of Issue

Portland General Electric Company (the "Company") may offer from time to time up to \$75,000,000 aggregate principal amount of its Medium-Term Note Series IV (a series of First Mortgage Bonds) (the "Notes") having maturities from nine months to thirty years and on other terms to be determined at the time or times of sales.

The Notes will bear interest at fixed rates. Interest will accrue on each Note from its date of issue and, unless otherwise specified in supplements hereto ("Pricing Supplements"), will be payable on each June 15 and December 15 and at maturity. Payment of the principal of and interest on the Notes will be secured by the lien of the Mortgage described herein and in the accompanying Prospectus.

The interest rates and other variable terms of the Notes as described herein will be established by the Company from time to time and set forth in Pricing Supplements hereto. The interest rates and certain other variable terms are subject to change by the Company, but no such change will affect any Note theretofore issued or as to which an offer to purchase has been accepted by the Company. If specified in the applicable Pricing Supplement, the Notes will be redeemable prior to maturity at the option of the Company upon the terms and conditions so specified. If specified in the applicable Pricing Supplement, the Notes will be repayable at the option of the holders upon the terms and conditions so specified. The Notes will not be subject to any sinking fund. The Notes will be issued in denominations which are integral multiples of \$1,000. See "Description of the Notes".

The Notes will be issued in fully registered certificated or book-entry form. Interests in Notes in book-entry form will be shown on, and transfers thereof will be effected only through, records maintained by The Depository Trust Company, as Depository, and its participants. Owners of beneficial interests in Notes issued in book-entry form will be entitled to physical delivery of Notes in certificated form only under the limited circumstances described herein.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS TO WHICH IT RELATES. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	Price to Public (1)	Agents Commissions (2)	Proceeds to Company (2)(3)
Per Note	100.000%	.125% - .750%	99.875% - 99.250%
Total	\$75,000,000	\$93,750 - \$562,500	\$74,906,250 - \$74,437,500

- (1) Unless otherwise specified in the applicable Pricing Supplement, the Notes will be sold at 100% of their principal amount.
- (2) The Company will pay to the agents named herein (the "Agents") a commission of from .125% to .750% of the principal amount of each Note sold through the Agents, depending upon the maturity of the Note sold. The Company may also sell Notes to the Agents, as principals, at a discount for resale at prevailing market prices at the time or times of resale as determined by such Agents.
- (3) Before deducting expenses payable by the Company estimated at \$200,000.

Offers to purchase the Notes will be solicited on behalf of the Company from time to time by the Agents. The Agents may also purchase Notes on their own behalf. The Notes will not be listed on any securities exchange, and there can be no assurance that any of the Notes offered by this Prospectus Supplement will be sold or that there will be a secondary market therefor. The Company or the Agents may reject, in whole or in part, any offer for a purchase of Notes. No termination date for the offering of the Notes has been established. See "Plan of Distribution" in this Prospectus Supplement.

The date of this Prospectus Supplement is May 16, 1995.

DESCRIPTION OF THE NOTES  
General

Up to \$75,000,000 principal amount of Notes will be issued as a series of First Mortgage Bonds (the "Bonds") under the Mortgage, which is defined and more fully described in the accompanying Prospectus. The following summaries of certain provisions of the Mortgage do not purport to be complete and are subject to, and are qualified in their entirety by reference to, all of the provisions of the Mortgage, including the definitions therein of certain terms. The terms and conditions set forth below will apply to each Note unless otherwise specified in the applicable Pricing Supplement.

The Mortgage creates a continuing lien to secure the payment of principal of, and interest on, the Notes issued and to be issued thereunder. The Notes rank pari passu with all other Bonds issued pursuant to the Mortgage and from time to time outstanding.

The Notes will be issued only in fully registered certificated or book-entry form without coupons and, except as may otherwise be provided in the applicable Pricing Supplement, in denominations which are integral multiples of \$1,000. No charge will be made for any registration of transfer or exchange of Notes, but the Company may require payment of a sum sufficient to cover any stamp tax or other governmental charge that may be imposed in connection therewith. In the case of Notes issued in book-entry form, all references herein to the "holder" of such Notes are to The Depository Trust Company or its nominee and not to the owner of a beneficial interest in such book-entry Notes. See "Book-Entry Notes."

Principal and interest will be payable, the transfer of the Notes will be registrable, and Notes will be exchangeable for Notes bearing identical terms and provisions at the office or agency of the Company in The City of New York designated for such purpose; provided, however, that payment of interest, other than interest at maturity (or on any date of redemption or repayment if a Note is redeemed or repaid prior to maturity), may be made at the option of the Company by check mailed to the address of the person in whose name the applicable Note is registered at the close of business on the Regular Record Date (as defined below under "Interest") as shown on the bond register maintained by Marine Midland Bank, formerly Marine Midland Bank, N.A., (the "Trustee"); provided further, however, that a holder of \$10,000,000 or more in aggregate principal amount of Notes having the same Interest Payment Date (as defined hereinafter) shall be entitled to receive payments of interest by wire transfer of immediately available funds if appropriate wire transfer instructions have been received by the Trustee not less than sixteen days prior to the applicable Interest Payment Date. Interest will be payable on each date specified in the Note on which an installment of interest is due and payable (each, an "Interest Payment Date") and at maturity (or, if applicable, upon redemption or repayment). If the original issue date of a Note is between the Regular Record Date and the Interest Payment Date, the initial interest payment will be made on the Interest Payment Date following the next succeeding Regular Record Date to the registered holder on such next succeeding Regular Record Date.

#### Maturity

The Notes may be offered on a continuous basis and will mature on any day from 9 months to 30 years from the date of issue, as agreed to by the purchaser and the Company. The maturity date for each Note will be stated on the face thereof.

#### Interest

Each Note will bear interest from the date of issue at the fixed rate per annum stated on the face thereof until the principal amount thereof is paid or made available for payment. Unless otherwise specified in the applicable Pricing Supplement, interest will be payable semiannually on each June 15 and December 15, and at maturity (or, if applicable, upon redemption or repayment). The "Regular Record Date" for the Notes will be the fifteenth day, whether or not a Business Day (as defined hereinafter), next preceding the Interest Payment Date. Interest on the Notes will be computed on the basis of a 360-day year of twelve 30-day months. If any Interest Payment Date

or the maturity date (or, if applicable, any date of redemption or repayment) of a Note falls on a day that is not a Business Day, the payment shall be

made on the next Business Day as if it were made on the date such payment was due and no interest shall accrue on the amount so payable for the period from and after such Interest Payment Date or the maturity date (or any date of redemption or repayment), as the case may be. Unless otherwise specified in the applicable Pricing Supplement, "Business Day" means any day other than a Saturday or Sunday on which banks in the City of New York are not required or authorized by law to close.

Interest payments shall be made in the amount of interest accrued from, and including the next preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from, and including, the date of issue, if no interest has been paid with respect to such Note), to, but excluding, the Interest Payment Date or the maturity date or date of redemption or repayment (each, an "Interest Accrual Period"). The principal and interest payable at maturity (or, if applicable, upon redemption or repayment) on each Note will be paid upon maturity in immediately available funds against presentation of the Note at the corporate trust office of the Trustee located at 140 Broadway - A Level, New York, New York 10015-0001. Interest payable at maturity (or, if applicable, upon redemption or repayment) will be payable to the person to whom the principal of the Note shall be paid.

#### Redemption

The Notes will be subject to redemption by the Company on and after the initial regular redemption date, if any, fixed at the time of sale and set forth in the applicable Pricing Supplement (the "Initial Regular Redemption Date"). On and after the Initial Regular Redemption Date with respect to any Note, such Note will be redeemable in whole or in part in increments of \$1,000 (provided that any remaining principal amount of such Note shall be at least \$100,000) at the option of the Company at the Regular Redemption Price (as hereinafter defined), determined in accordance with the following paragraph, together with interest thereon payable to the date of redemption, on notice given no more than 90 nor less than 30 days prior to the date of redemption. In the event such Note is redeemable at the option of the Company, moneys remaining in the replacement fund may be used to redeem such Note at the Regular Redemption Price.

The "Regular Redemption Price" for each Note subject to redemption at the option of the Company shall initially be equal to a certain percentage (the "Initial Regular Redemption Percentage") of the principal amount of such Note to be redeemed and shall decline at each anniversary of the Initial Regular Redemption Date with respect to such Note by a percentage (the "Annual Regular Redemption Percentage Reduction"), if any, of the principal amount to be redeemed until the Regular Redemption Price is 100% of such principal amount. The Initial Regular Redemption Percentage and any Annual Regular Redemption Percentage Reduction with respect to each Note subject to redemption at the option of the Company prior to maturity will be fixed at the time of sale and set forth in the applicable Pricing Supplement.

If no Initial Regular Redemption Date is indicated with respect to a Note, such Note will not be redeemable at the option of the Company prior to maturity otherwise than through the application of proceeds of the sale or disposition substantially as an entirety of the Company's electric property at Portland, Oregon, in which event such Note will be redeemable upon payment of the principal amount thereof together with interest thereon payable to the date of redemption.

#### Optional Repayment

The Notes will be subject to repayment at the option of the holders on the date(s), if any, fixed at the time of sale and set forth in the applicable Pricing Supplement (the "Optional Repayment Date"). If no Optional Repayment Date is indicated with respect to a Note, the Note may not be so repaid at the option of the holder prior to maturity. On any Optional Repayment Date with respect to any Note, such Note will be repayable in whole or in part in increments of \$1,000 (provided that any remaining principal amount of such Note shall be at least \$100,000) at the option of the holder at a repayment price equal to 100% of the principal amount to be repaid, together with interest thereon payable to the date of repayment. For any Note to be repaid in whole or in part at the option of the holder, the Note must be received, with the form entitled "Option to Elect Repayment" attached to the Note duly completed, by the Trustee at 140 Broadway - A Level, New York, New York 10015-0001, or such address which the Company shall from time to time notify the holders of the Note, not more than 60 nor less than 20 days prior to an Optional Repayment Date. Exercise of such repayment option by the holder shall be irrevocable.



## Book-Entry Notes

The Notes may be issued in whole or in part in book-entry form ("Book-Entry Notes"). Upon issuance, all such Book-Entry Notes having identical terms and provisions will be represented by a single global security (each, a "Global Note"). Unless otherwise specified in a Pricing Supplement, each Global Note representing Book-Entry Notes will be deposited with, or on behalf of, The Depository Trust Company ("DTC"), and registered in the name of a nominee of DTC.

DTC has advised the Company and the Agent that it is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds securities that its participants ("Participants") deposit with it. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic book-entry changes in accounts of the Participants, thereby eliminating the need for physical movement of securities certificates. Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to DTC's book-entry system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Direct Participant either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and its Participants are on file with the Securities and Exchange Commission.

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

To facilitate subsequent transfers, each Global Note will be deposited with DTC and will be registered in the name of DTC's partnership nominee, Cede & Co. The deposit of the Global Notes with DTC and their registration in the name of Cede & Co. effect no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Book-Entry Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts the Book-Entry Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Principal and interest payments on the Book-Entry Notes will be made by the Company through the Trustee to DTC. DTC's practice is to credit Direct Participants' accounts on the payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC, the Trustee, or the Company, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the

Company through the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants. The Trustee will not have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

DTC may discontinue providing its services as securities depository with respect to the Book-Entry Notes at any time by giving reasonable notice to the Company. Under such circumstances, in the event that a successor securities depository is not appointed by the Company within 90 days, the Company will issue Notes in certificated form in exchange for the Global Notes representing Book-Entry Notes. In addition, the Company may at any time determine not to have Book-Entry Notes represented by one or more Global Notes and, in such event, will issue Notes in certificated form in exchange for the Global Note or Notes representing such Book-Entry Notes. In any such instance, an owner of a beneficial interest in any Global Note will be entitled to physical delivery of Notes in certificated form which are equal in principal amount to such beneficial interest and to have such Notes registered in its name. Such Notes so issued will be issued in registered form only without coupons and in denominations which are integral multiples of \$1,000.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Company believes to be reliable, but the Company takes no responsibility for the accuracy thereof.

So long as DTC, or its nominee, is the registered owner of a Global Note, DTC or its nominee, as the case may be, will be considered the sole owner or holder of the Book-Entry Notes represented by such Global Note for all purposes under the Mortgage. Accordingly, each Beneficial Owner must rely on the procedures of DTC and, if such person is not a Participant, on the procedures of the Participant through which such person owns its interests, to exercise any rights of a holder under the Mortgage or such Global Note. The Company understands that neither DTC or its nominee will consent or vote with respect to the Book-Entry Notes. In the event that the Company requests any action of holders of Book-Entry Notes or an owner of a beneficial interest in a Global Note desires to take any action that DTC or its nominee, as the holder of such Global Note, is entitled to take, DTC would assign its and its nominees consenting or voting rights to the Participants. The Company understands that under existing industry practice, the Direct Participants would authorize Beneficial Owners owning through such Direct Participants to take such action or would otherwise act upon the instructions of Direct Beneficial Owners owning through them.

#### PLAN OF DISTRIBUTION

The Notes are being offered on a continuing basis for sale by the Company through Merrill Lynch & Co., Merrill Lynch, Pierce, Fenner & Smith Incorporated and UBS Securities Inc. (the "Agents") who have agreed to use their reasonable efforts to solicit offers to purchase the Notes. The Company reserves the right to sell Notes directly to investors on its own behalf in those jurisdictions where it is authorized to do so. The Company will pay the Agents a commission of from .125% to .750% of the principal amount of each Note sold through such Agents, depending upon the maturity of such Note. The Company may also sell the Notes to the Agents, as principals, at a discount from the principal amount thereof as specified in the applicable Pricing Supplement, and such Agents may later resell such Notes to investors and other purchasers at varying prices related to prevailing market prices at the time or times of resale, as determined by such Agents.

The Company reserves the right to withdraw, cancel, suspend or modify the offering of the Notes at any time without notice and may reject any offer for the purchase of Notes from the Company in whole or in part. The Agents shall have the right, exercisable in its reasonable discretion, to reject any proposed purchase of Notes in whole or in part.

The Notes are a new issue of securities with no established trading market. The Agents have informed the Company that they intend to make a market in the Notes, but are under no obligation to do

so, and the Agents may cease making a market in the Notes at any time. Therefore, no assurance can be given that a trading market for the Notes will exist in the future. The Notes will not be listed for trading on any securities exchange.

The Agents may be deemed to be "underwriters" within the meaning of the Securities Act of 1933, as amended. The Company has agreed to indemnify the Agents against certain liabilities, including liabilities under the Securities Act.

#### RATIO OF EARNINGS TO FIXED CHARGES

The ratios of earnings to fixed charges (unaudited) for the years 1990 to 1994 and the 12 months ended March 31, 1995 were 3.12, 2.31, 3.08, 3.13, 3.14, and 2.57, respectively.

Portland General Electric Company

First Mortgage Bonds

The Company may offer and sell, from time to time, or all at one time, up to \$225,000,000 aggregate principal amount of its First Mortgage Bonds (the "New Bonds"). The New Bonds may be offered in one or more separate series, including medium term note series, as determined at the time of offering. The New Bonds, or any series thereof if there shall be more than one series, or any New Bonds within such series, will be offered on terms to be determined by market conditions at the time of offering. The aggregate principal amount, maturity, interest rate (or method of calculating the interest rate), any redemption provisions, any sinking fund provisions, offering price, proceeds to the Company and other terms of the New Bonds or any series thereof or any New Bonds within such series will be set forth in a prospectus supplement to be delivered at the time of any such offering.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The New Bonds, or any series thereof if there shall be more than one series, or any New Bonds within such series, may be sold directly, through agents designated from time to time, or through underwriters or dealers. If any agents of the Company or any underwriters are involved in the sale of the New Bonds, or such series thereof, or any New Bonds within such series, in respect of which this Prospectus is being delivered, the names of such agents or underwriters and any applicable discounts or commissions with respect to such New Bonds will also be set forth in a prospectus supplement to be delivered at the time of any such offering.

July 1, 1993

## AVAILABLE INFORMATION

The Company and its parent, Portland General Corporation ("Portland"), are subject to the information requirements of the Securities Exchange Act of 1934 (the "Exchange Act") and in accordance therewith file reports and other information with the Securities and Exchange Commission (the "Commission"). Reports, proxy statements and other information concerning the Company and Portland can be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the Commission's Regional Offices at 7 World Trade Center, Suite 1300, New York, New York 10048; and 500 West Madison, Suite 1400, Chicago, Illinois 60661-2511. Copies of such material can be obtained upon written request addressed to the Commission, Public Reference Section, 450 Fifth Street, N.W., Washington, D.C. 20549 at prescribed rates. In addition, reports, proxy statements and other information concerning the Company and Portland may be inspected at the offices of both the New York Stock Exchange, 20 Broad Street, New York, New York 10005 and The Pacific Stock Exchange, 301 Pine Street, San Francisco, California 94104, on which Portland Common Stock and certain of the Company's securities are listed.

The Company has filed with the Commission a registration statement on Form S-3 (herein, together with all amendments and exhibits thereto, referred to as the "Registration Statement") under the Securities Act of 1933 (the "Securities Act"). This Prospectus does not contain all of the information set forth in the Registration Statement, certain parts of which are omitted in accordance with the rules and regulations of the Commission. For further information, reference is hereby made to the Registration Statement.

## INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents, filed with the Securities and Exchange Commission by the Company, are incorporated in this Prospectus by reference as of their respective dates of filing:

1. Annual Report on Form 10-K for the year ended December 31, 1992.
2. Current Report on Form 8-K dated January 4, 1993.
3. Quarterly Report on Form 10-Q for the quarter ended March 31, 1993.

All reports filed by the Company pursuant to Sections 13, 14, or 15(d) of the Securities Exchange Act of 1934 subsequent to the date of this Prospectus and prior to the termination of the offering or offerings hereunder shall be deemed to be incorporated by reference in this Prospectus and to be part hereof from the date of the filing of such reports. The documents enumerated above or subsequently filed by the Company pursuant to Section 13 of the Securities Exchange Act of 1934 prior to the filing with the Commission of the Company's most recent annual report on Form 10-K shall not be incorporated by reference in this Prospectus or be a part hereof from and after the filing of such annual report on Form 10-K.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The Company hereby undertakes to provide without charge to each person to whom a copy of this Prospectus has been delivered, on the written or oral request of any such person, a copy of any or all of the documents referred to above which have been or may be incorporated in this Prospectus by reference, other than exhibits to such documents. Requests for such copies should be directed to Steven N. Elliott, Assistant Treasurer, Portland General Electric Company, 121 S.W. Salmon Street, Portland, Oregon 97204 (telephone number: 503/464-8917).

SUMMARY OF PROSPECTUS

The following material is qualified in its entirety by the detailed information and financial statements (including the notes thereto) appearing elsewhere in this Prospectus and in the documents incorporated in this Prospectus by reference.

THE COMPANY

Business . . . . .	Generation, purchase, transmission, distribution and sale of electric energy.
Total Energy Output - 1992 . . . . .	Company owned - Hydro 10%, Nuclear 16%, Coal 25%, Combustion Turbines 8%, Purchases - Long-term contracts (primarily hydro) 24%, Non-firm purchased power 17%.
Service Area . . . . .	3,170 square mile area within the State of Oregon.
Estimated Service Area Population . . . . .	1,300,000
Approximate Number of Customers (March 31, 1993) . . . . .	613,000
Estimated 1993 Capital Expenditures . . . . .	\$175,000,000

FINANCIAL INFORMATION  
In Thousands  
(except ratios and percentages)

	Year Ended December 31			12 months ended
	1990	1991	1992	March 31, 1993 (unaudited)
Statement of Income Data:				
Operating Revenues . . . . .	\$844,720	\$885,637	\$881,072	\$921,278
Operating Income . . . . .	181,344	139,364	161,011	166,740
Net Income . . . . .	121,949(a)	74,075	105,562	111,651

Ratio of earnings to fixed charges (Unaudited) for the years 1988 to 1992 and the 12 months ended March 31, 1993 were 2.53, 1.72, 3.12, 2.31, 3.08 and 3.25, respectively.

	March 31, 1993 (Unaudited)		
	Actual	As Adjusted(b)	
Capitalization and Short-term debt:			
Short-Term Debt . . . . .	\$ 85,451	\$ 30,000	1.6%
Long-Term Debt (excluding long-term debt maturing within one year)			
First Mortgage Bonds . . . . .	556,618	736,968	39.0
Other . . . . .	266,209	216,720	11.5
Total . . . . .	\$ 822,827	\$ 953,688	50.5
Cumulative Preferred Stock (excluding sinking fund requirements) . . . . .	151,504	151,504	8.0
Common Stock Equity . . . . .	754,041	754,041	39.9
Total Capitalization . . . . .	\$1,728,372	\$1,859,233	98.4%
Total . . . . .	\$1,813,823	\$1,889,233	100.0%

(a) In 1990, \$16,090,000 was restored to income for settlement of certain rate matters.

(b) Includes \$177,000,000 in long-term debt issued and \$150,000,000 in long-term debt retired subsequent to March 31, 1993. Adjusted to give effect to the sale of all of the New Bonds, assuming that \$143,920,000 of

existing long-term debt is retired and the balance is used for other corporate purposes including the Company's construction program. (see "Use of Proceeds").

## THE COMPANY

Portland General Electric Company, incorporated in Oregon in 1930, has principal offices located at 121 S.W. Salmon Street, Portland, Oregon 97204 (telephone number: 503/464-8000). The Company is an electric utility engaged in the generation, purchase, transmission, distribution and sale of electricity in the State of Oregon. The Company's service area is 3,170 square miles, including 54 incorporated cities of which Portland and Salem are the largest, within a State approved service area allocation of 4,070 square miles. A portion of the City of Portland is serviced by another Oregon utility. The Company estimates that the population of its service area at December 31, 1992 was approximately 1.3 million, constituting approximately 45% of the State's population. At March 31, 1993, the Company served more than 613,000 customers.

The Company is a wholly owned subsidiary of Portland General Corporation ("Portland"), an electric utility holding company exempt from the application of the Public Utility Holding Company Act of 1935 except Section 9(a)(2) relating to the acquisition of securities of other public utility companies.

## USE OF PROCEEDS

The net proceeds from the sale of the New Bonds will be used for refunding fixed and variable rate securities, reducing short-term debt and other corporate purposes, including the Company's construction program.

## DESCRIPTION OF NEW BONDS

All references to the New Bonds herein shall, unless the context otherwise requires, be deemed also to refer to each series of the New Bonds if there shall be more than one series.

The New Bonds are to be issued under the Indenture of Mortgage and Deed of Trust, dated July 1, 1945, made by the Company to The Marine Midland Trust Company of New York (now Marine Midland Bank, N.A.), as Trustee (the "Original Indenture"), as supplemented by forty-two supplemental indentures (the "Supplemental Indentures") heretofore executed by the Company and as to be supplemented by one or more additional supplemental indentures to be dated the first day of the month or months of issuance of each series of the New Bonds, all of which are collectively referred to as the "Mortgage".

The statements herein concerning the New Bonds and the Mortgage are an outline and do not purport to be complete. They make use of defined terms and are qualified in their entirety by reference to the Mortgage, which is filed as an exhibit to the Registration Statement. References herein are to sections and articles of the Original Indenture unless otherwise indicated. References to the New Supplementals are to the drafts of the form of New Supplemental Indenture and the form of New MTN Supplemental Indenture, respectively, (collectively the "New Supplementals") which are filed as exhibits to the Registration Statement.

A Prospectus Supplement will set forth any variation in the terms and provisions of the New Bonds from those described in this Prospectus.

## Form, Denominations and Exchangeability

The New Bonds are issuable in fully registered form in denominations of \$1,000, or such other amounts as may be authorized by the Company, or any amount in excess thereof that is a multiple of \$1,000. (New Supplementals Section 1.01)

The New Bonds will be transferable or exchangeable for New Bonds of other authorized denominations without any service charge at the office of the Trustee in New York, N.Y. (Sections 2.06 and 2.10; New Supplementals Section 1.01)

## Interest and Payment

Reference is made to the Prospectus Supplement for the interest rate or rates (which may be either fixed or variable) and/or the method of determination of such rate or rates, of the New Bonds, the date or dates on which such interest is payable and the office or agency in the Borough of Manhattan, City and State of New York at which interest will be payable.

## Security and Priority; Bondable Public Utility Property

In the opinion of the Company's counsel the New Bonds are to be secured, equally with all other bonds heretofore or hereafter issued under the mortgage, by a direct first lien on the Company's interests in substantially all of its property (except cash, securities, contracts and accounts receivable, motor vehicles, materials and supplies, fuel, certain minerals and mineral rights and certain other assets) now owned or hereafter acquired by the Company; subject, however, to certain permitted encumbrances and to various exceptions, reservations, reversions, easements and minor irregularities and deficiencies in title, which, in the opinion of such counsel, will not interfere with their proper operation and development. The lien of the Mortgage does not extend to properties located outside of Oregon or contiguous states (principally the Company's interest in the Colstrip units located in Montana).

The Mortgage permits the acquisition of property subject to prior liens. However, no property subject to prior liens (other than liens securing the unpaid purchase price of equipment or machinery) may be acquired (a) if at the date of acquisition thereof the principal amount of indebtedness secured by such prior liens, together with all other prior lien indebtedness of the Company, exceeds 10% of the aggregate principal amount of bonds outstanding under the Mortgage, or (b) if at the date of acquisition thereof the principal amount of indebtedness secured by such prior liens exceeds 60% of the cost of such property to the Company, or (c) in certain cases of property used by another in a business similar to that of the Company, unless the net earnings of such property meet certain tests. (Section 8.11)

The term "bondable public utility property", as presently defined in the Mortgage, means specified types of tangible property, including property then in the process of construction, now owned or hereafter acquired by the Company and subjected to the lien of the Original Indenture as the same has been or may be in the future supplemented, modified or amended, which is located in the State of Oregon or in any state contiguous thereto. (Section 1.10A) When the holders of 75% in principal amount of bonds of all series then outstanding, including the holders of not less than 60% in principal amount of the bonds then outstanding of each series which is affected by such amendment, shall have consented thereto, the term "bondable public utility property" will be amended to mean the same types of tangible property now owned or hereafter acquired by the Company and subjected to the lien of the Original Indenture as the same has been or may be in the future supplemented, modified or amended, which is located in the States of Oregon, Washington, California, Arizona, New Mexico, Idaho, Montana, Wyoming, Utah, Nevada and Alaska. Each holder of a New Bond, by his acceptance of such New Bond, shall thereby consent to such amendment; no further vote or consent of holders of the New Bonds shall be required to permit such amendment to become effective; and in determining whether the holders of not less than 75% of principal amount of bonds outstanding at the time such amendment becomes effective have consented thereto, the holders of all New Bonds then outstanding shall be deemed to have so consented. (New Supplementals Section 1.08 and 1.07) Similar provisions are contained in all recent Supplemental Indentures under which new series of bonds have been issued. Similar provisions amending the definition of "bondable public utility property" to include all of the states named above (other than Alaska) are included in certain prior Supplemental Indentures, as well as in the New Supplementals.

The Company has covenanted, among other things, to not issue bonds under the Mortgage in any manner other than in accordance with the Mortgage, to keep the Mortgage a first priority lien on the Trust Estate and, except as permitted by the Mortgage, to not suffer any act or thing whereby the Trust Estate might or could be impaired. (Article EIGHT) Neither the Original Indenture nor the Supplemental Indentures contain any provisions that afford holders of bonds special protection in the event of a highly leveraged transaction by the Company, however the bonds would continue to be entitled to the benefit of a first priority lien on the Trust Estate as described above. Any special provisions applicable to the New

Bonds will be set forth in the New Supplementals and described in a Prospectus Supplement with respect to the New Bonds.

#### Redemption and Purchase of Bonds

Reference is made to the Prospectus Supplement for the terms and conditions under which the New Bonds, or any series of the New Bonds if there shall be more than one series, may be redeemed or purchased at the option of the Company. The New Bonds will be redeemable at any time at 100% of the principal amount thereof, together with interest accrued to the date of redemption, by use of proceeds from the sale or disposition substantially as an entirety of the Company's electric properties at Portland, Oregon. (Section 7.01)

Cash deposited under any provision of the Mortgage (with certain exceptions) may be applied to the purchase of the New Bonds or any series of the New Bonds if there shall be more than one series. (Section 7.05)

#### Sinking Fund Provisions

If a Prospectus Supplement with respect to all of the New Bonds offered as a single series, or to any separate series of the New Bonds if there shall be more than one series, states that there will be a sinking fund for the benefit of such series, then so long as any New Bonds of such series shall be outstanding, the Company will be required to deposit with the Trustee in each year (except the year of maturity) commencing with such year as shall be set forth in such Prospectus Supplement, cash sufficient to redeem on the first day of the month of issuance of the first of the New Bonds of such series, at the Special Redemption Price, New Bonds equal to the percentage set forth in such Prospectus Supplement of the aggregate principal amount of New Bonds of such series theretofore issued, after deducting from such aggregate principal amount (but only if such deductions would aggregate \$500,000 or more) the sum of (1) the aggregate principal amount of New Bonds of such series theretofore redeemed out of the proceeds of property released from the lien of the Mortgage and (2) New Bonds of such series theretofore redeemed and retired and made the basis for the withdrawal of such proceeds or certified in lieu of the deposit of cash upon the release or taking of property. If so set forth in such Prospectus Supplement, credit against such cash required to be deposited may be taken at the Company's election in an amount equal to the principal amount of New Bonds of such series (i) delivered to the Trustee, (ii) at any time theretofore redeemed at the option of the Company at the Regular Redemption Price, and/or (iii) redeemed at the Special Redemption Price in anticipation of any sinking fund payment at any time during the twelve months preceding the payment date therefor. If so set forth in such Prospectus Supplement, the Company may also satisfy all or any part of any sinking fund payment by certifying to the Trustee available additions in an amount equal to 166 % of the portion of the sinking fund payment being so satisfied. If so set forth in such Prospectus Supplement, cash so deposited to satisfy all or any part of any sinking fund payment shall be used by the Trustee for the redemption of New Bonds of such series and the Company is required to pay all accrued interest and expenses with respect to any New Bonds of such series so redeemed. If sinking fund payments for the New Bonds of any series may be satisfied in whole or in part by delivering to the Trustee New Bonds of such series acquired by the Company through purchase in the open market or otherwise, by redemption and/or by certifying available additions, there will be no assurance that any of the New Bonds of any series will ever be called for redemption through operation of the sinking fund therefor. In the event that less than all of the New Bonds of any series then outstanding were to be redeemed, the selection would be made by the Trustee by lot in any manner deemed by the Trustee to be proper. (Section 9.03)

#### Replacement Fund

The Company is required, on or before May 1 in each year, to pay to the Trustee an amount in cash and/or deliver bonds of any series in principal amount equal to the amount by which the minimum provision for depreciation upon bondable public utility property (see below) for the preceding calendar year exceeds property additions (as specified below) and, in the event of any deficiency in property additions, the sum of certain other credits described below, which are optional. Credit must be taken in an amount equal to the aggregate amount and/or cost of property additions acquired or constructed by the Company from

March 31, 1945 to the end of the preceding calendar year, less (1) property additions theretofore made the basis for action or credit under the Mortgage, (2) available additions theretofore made the basis for action or credit under the Mortgage, and (3) property additions theretofore credited against any previous replacement fund requirement. The Company may at its election credit against the amount, if any, required to be paid (i) any available bond retirements, (ii) certain expenditures for the acquisition of or for improvements, additions, renewals or replacements to bondable public utility property subject to a prior lien, and (iii) certain retirements of prior lien indebtedness. To the extent that such credits at any time exceed the replacement fund requirement, the Company may withdraw cash or bonds held by the Trustee in the replacement fund or, under certain circumstances, reinstate available bond retirements previously taken as a credit against any replacement fund requirement. Any cash so deposited with the Trustee for the replacement fund may, at the option of the Company, be applied to the redemption or purchase of bonds. Redemptions of New Bonds are at the then applicable Regular Redemption Prices. (Section 4.04; New Supplementals Sections 1.04 and 1.03)

The amount of the mandatory credit for property additions has always exceeded the replacement fund requirement and therefore the Company has not been required (or permitted) to pay cash or deliver bonds to the Trustee. The Company expects this to continue in the foreseeable future.

#### Minimum Provision for Depreciation

The "minimum provision for depreciation" as applied to bondable public utility property, as presently defined in the Mortgage, is, for any period (other than periods of less than a calendar year), 15% of the gross operating revenues derived from such property during such period, after deducting the cost of purchased power and lease or rental payments for generating or transmission facilities, less all amounts expended for maintenance of such property during such period. The "minimum provision for depreciation" as applied to bondable public utility property not subject to a prior lien is similarly determined on the basis of gross operating revenues from, and maintenance expenditures upon, bondable public utility property not at the time subject to a prior lien. (Section 1.10G)

When the holders of 75% in principal amount of bonds of all series then outstanding, including the holders of not less than 60% in principal amount of the bonds then outstanding of each series which is affected by such amendments, shall have consented thereto:

(1) The definitions of minimum provision for depreciation will be amended so that the minimum provision for depreciation for the period from March 31, 1945 through December 31, 1966 as applied to bondable public utility property, whether or not subject to lien, shall mean \$35,023,487.50 (which is the amount of such minimum provision for such period under the existing definitions of minimum provision for depreciation); the minimum provision for depreciation as applied to bondable public utility property for any calendar year subsequent to December 31, 1966, shall mean the greater of (i) an amount equal to 2% of such property, as shown by the books of the Company as of January 1 of such year, with respect to which the Company was then required to make appropriations to a reserve or reserves for depreciation or obsolescence, or (ii) the amount actually appropriated in respect of such property to such reserve or reserves for such calendar year, in either case less an amount equal to the aggregate of (a) the amount of any property additions which during such calendar year were made the basis for a sinking fund credit, pursuant to the provisions of a sinking fund for bonds of any series, and (b) 166 % of the principal amount of bonds of any series which were credited against any sinking fund payment due during such calendar year for bonds of any series, or which were redeemed in anticipation of, or out of moneys paid to the Trustee on account of any sinking fund payment due during such calendar year for bonds of any series; and the aggregate amount of the minimum provision for depreciation as applied to bondable public utility property from March 31, 1945 to any date shall mean \$35,023,487.50 plus the sum of the minimum provision for depreciation for each calendar year or fraction thereof between December 31, 1966 and such date, calculated as set forth immediately above.

(2) The amended definitions of minimum provision for depreciation as applied to bondable public utility property set forth in (1) above will be further amended so that (A) the property additions and bonds referred to in (a) and (b) of (1) above will be limited to property additions and bonds which,



as a result of having been made the basis of a sinking fund credit for bonds of any series or having been redeemed in anticipation of or out of moneys paid to the Trustee on account of a sinking fund payment for bonds of any series, become disqualified from being made the basis of the authentication and delivery of bonds or any other further action or credit under the Mortgage, either without time limit or only for as long as any bonds of such series are outstanding, and (B) the amended definition of the aggregate amount of the minimum provision for depreciation as applied to bondable public utility property from March 31, 1945 to any date set forth in (1) above will be further amended by adding thereto (1) the amount of any property additions referred to in (a) of (1) above, as so amended, which between December 31, 1966 and such date were made the basis for a sinking fund credit pursuant to the provisions of a sinking fund for bonds of any series, and thereafter and on or prior to such date become "available additions" as a result of the fact that all bonds of such series ceased to be outstanding and (ii) 166 % of the principal amount of bonds referred to in (b) of (1) above, as so amended, which between December 31, 1966 and such date were credited against any sinking fund payment, or were redeemed in anticipation of, or out of moneys paid to the Trustee on account of, any sinking fund payment, due between December 31, 1966 and such date for bonds of any series, and thereafter and on or prior to such date became "available bond retirements" as a result of the fact that all bonds of such series ceased to be outstanding.

The "minimum provision for depreciation" as applied to bondable public utility property not subject to a prior lien for any period subsequent to December 31, 1966 will be calculated on similar bases except that the property referred to in clauses (i) and (ii) of (1) above will be bondable public utility property not subject to prior lien. If the revised definitions set forth in (1) above or in both (1) and (2) above should become effective it is expected that the minimum provisions for depreciation for periods subsequent to December 31, 1966 will be reduced from such minimum provisions as computed in accordance with the existing definitions. Each holder of a New Bond, by his acceptance of such New Bond, shall thereby consent to both such amendments; no further vote or consent of holders of the New Bonds shall be required to permit either such amendment to become effective; and in determining whether the holders of not less than 75% in principal amount of bonds outstanding at the time either such amendment becomes effective have consented thereto, the holder of all New Bonds then outstanding shall be deemed to have so consented. (New Supplementals Sections 1.08 and 1.07) Similar provisions amending the definitions of "minimum provision for depreciation" set forth in (1) above have been included in all prior Supplemental Indentures under which new series of bonds have been issued, commencing with the Sixteenth Supplemental Indenture. Similar provisions amending the definitions of "minimum provision for depreciation" set forth in (2) have been included in all prior Supplemental Indentures under which new series of bonds have been issued, commencing with the Twenty-fifth Supplemental Indenture.

The amendment set forth in (1) above also contains provisions to the effect that all bonds of any series and all property additions made the basis of a credit upon any sinking fund payment for bonds of any series or redeemed by operation of the sinking fund for bonds of any series (whether on any sinking fund payment date or in anticipation of any sinking fund payment) shall not be made the basis of the authentication and delivery of bonds or of any other further action or credit under the Mortgage. The amendment set forth in (2) above will eliminate such provisions. Certain presently outstanding series of bonds are entitled to the benefits of similar provisions, presently effective, prohibiting the use of bonds or property additions made the basis of a credit upon or redeemed by operation of the sinking fund, if any, for bonds of that series or certain previously issued series. None of such provisions limit the use of such bonds or property additions in calculating the amended definitions of minimum provision for depreciation referred to in either (1) or (2) above. When the holders of 75% in principal amount of bonds of all series then outstanding, including holders of not less than 60% of the bonds then outstanding of each series which is affected by such amendment, shall have consented thereto, the foregoing provisions prohibiting the use of bonds or property additions so credited against (or redeemed out of the proceeds of) any sinking fund payment for bonds of any series, or for bonds of certain series, as the case may be, will remain effective only so long as any such bonds of such series are outstanding. When all bonds of a series cease to be outstanding, bonds and/or property additions so credited (or redeemed) by operation of the sinking fund for bonds of such series equal to 1% per annum of the principal amount of bonds of such series theretofore issued (after making certain deductions) will remain unavailable for further action or credit under the Mortgage, but the amount of such bonds and property additions in excess of such 1% per annum will



become "available additions" or "available bond retirements", as the case may be. (New Supplementals Sections 1.08 and 1.07) Similar provisions with respect to the use of bonds and property additions so credited against (or redeemed out of the proceeds of) sinking fund payments and the amount of such bonds and property additions in excess of such 1% per annum becoming "available additions" or "available bond retirements", as the case may be, have been included in all prior Supplemental Indentures under which new series of bonds have been issued, commencing with the Twenty-fifth Supplemental Indenture.

#### Issuance of Additional Bonds

The principal amount of bonds which may be issued under the Mortgage is unlimited. Additional bonds may from time to time be issued on the basis of (1) 60% of available additions, (2) the deposit of cash or (3) available bond retirements. With certain exceptions in the case of (3) above, the issuance of bonds is subject to net earnings available for interest for 12 consecutive months within the preceding 15 months being at least twice the annual interest requirements on all bonds to be outstanding and prior lien indebtedness. (Article FIVE) Cash deposited with the Trustee pursuant to (2) above may be (i) withdrawn in an amount equal to 60% of available additions, (ii) withdrawn in an amount equal to available bond retirements or (iii) applied to the purchase or redemption of bonds. (Article SEVEN) At March 31, 1993 the Company had available additions and available bond retirements sufficient to permit the issuance of approximately \$100,000,000 and \$200,000,000, respectively, principal amount of additional bonds, including the New Bonds. As of March 31, 1993, net earnings available for interest would permit the issuance of up to \$600,000,000 principal amount of additional bonds, including the New Bonds. This amount would increase to the extent proceeds of the issuance of bonds are used to retire presently outstanding first mortgage bonds.

Available additions are determined, at any time, by deducting from the aggregate amount of property additions since March 31, 1945 (1) the greater of the aggregate amount of retirements since March 31, 1945 or the aggregate amount of the minimum provision for depreciation upon bondable public utility property not subject to a prior lien since March 31, 1945, and (2) the aggregate of available additions theretofore made the basis for action or credit under the Mortgage. (Sections 1.10.I, 3.01 and 3.03.A) Property additions taken as a credit against the replacement fund requirement are not deemed to be "made the basis for action or credit". (Section 1.10.H)

#### Dividend Restrictions

So long as any of the New Bonds, or bonds of any other series heretofore authenticated under the Mortgage, are outstanding, dividends (other than dividends in capital stock of the Company) may not be declared or paid or other distributions made on Common Stock of the Company, nor may any shares of capital stock of the Company be purchased (other than in exchange for or from the proceeds of other shares of capital stock of the Company), if the aggregate amount so distributed or expended after December 31, 1944 would exceed the aggregate amount of the Company's net income available for dividends on its Common Stock accumulated after December 31, 1944. (Section 4.06; New Supplementals Sections 1.04 and 1.03) At March 31, 1993, \$343,000,000 of accumulated net income is available for payment of dividends under the foregoing provision.

#### Release and Substitution of Property

Property subject to the lien of the Mortgage may (subject to certain exceptions and limitations) be released only upon the substitution of cash, purchase money obligations or certain other property or upon the basis of available additions or available bond retirements. (Article SIX)

#### Modification of the Mortgage

The rights of the bondholders may be modified with the consent of the holders of 75% of the bonds, including the consent of the holders of 60% of the bonds of each series the rights of the holders of which are affected by such modification. In general, no modification of the terms of principal and interest, and no modification affecting the lien of the Mortgage or reducing the percentage required for modification, is effective against any bondholder without his consent. (Section 17.02) The Mortgage may also be modified

in various other respects not inconsistent with the Mortgage and which do not adversely affect the interests of the holders of bonds. (Section 17.01)

#### Defaults and Notice Thereof

Defaults are defined as being: default in payment of principal; default for 60 days in payment of interest or of any sinking fund or replacement or improvement fund obligation; certain events of bankruptcy, insolvency or reorganization; or default continuing for 60 days after notice in performance or observance of other covenants, agreements or conditions. (Section 11.01) The Trustee may withhold notice of defaults (except in payment of principal, interest or any sinking or purchase fund installment) if it in good faith determines it to be in the interest of the bondholders. (Section 14.09) The holders of 25% of the bonds may declare the principal and accrued interest due on default, but the holders of a majority may annul such declaration if such default has been cured. (Section 11.01) No holder of bonds may enforce the lien of the Mortgage without giving the Trustee written notice of a default and unless the holders of 25% of the bonds have requested the Trustee to act and offered the Trustee indemnity against expenses and the Trustee has failed to act within 60 days. (Section 11.21) The holders of a majority of the bonds may direct the time, method and place of conducting any proceedings for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee, but the Trustee is not required to incur personal liability if there is reasonable ground for believing that it will not be sufficiently indemnified for any expenditures in connection therewith. (Section 11.20)

#### Evidence to be Furnished to the Trustee

Compliance with Mortgage provisions is evidenced by written statements of officers of the Company or persons selected and paid by the Company. In certain cases, opinions of counsel and certificates of an engineer, accountant, appraiser or other expert, (who in some instances must be independent) must be furnished. Various certificates and other papers are required to be filed annually and in certain events, including an annual certificate with respect to compliance with the terms of the Mortgage and absence of defaults.

#### PLAN OF DISTRIBUTION

The Company may offer the New Bonds: (i) through underwriters or dealers; (ii) directly to a limited number of purchasers or to a single purchaser; (iii) through agents or (iv) through a combination of any such methods. A Prospectus Supplement with respect to the New Bonds will set forth the terms of the offering of the New Bonds and the proceeds to the Company from the sale thereof, any underwriting discounts and other items constituting underwriters' compensation, any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

If underwriters are utilized, the New Bonds being sold to them will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The New Bonds may be offered to the public either through underwriting syndicates represented by one or more managing underwriters, or directly by one or more firms acting as underwriters. The underwriter or underwriters with respect to the New Bonds being offered will be named in a Prospectus Supplement relating to such offering and, if an underwriting syndicate is used, the managing underwriter or underwriters will be set forth on the cover page of such Prospectus Supplement. Any underwriting agreement will provide that the obligations of the underwriters are subject to certain conditions precedent, and that the underwriters will be obligated to purchase all of the New Bonds to which such underwriting agreement relates if any are purchased. The Company will agree to indemnify any underwriters against certain civil liabilities, including liabilities under the Securities Act of 1933.

The New Bonds may be sold directly by the Company or through agents designated by the Company from time to time. Any agent involved in the offer or sale of the New Bonds or any series thereof in respect of which this Prospectus is delivered will be named, and any commissions payable by the Company to such agent will be set forth, in a Prospectus Supplement. Agents who participate in the distribution of the New

Bonds may be entitled to indemnification by the Company against certain liabilities, including liabilities under the Securities Act of 1933.

#### LEGAL OPINIONS

Legal matters in connection with the issuance and sale of the New Bonds are being passed upon for the Company by Steven F. McCarrel, Deputy General Counsel of Portland and Assistant Secretary of the Company and for the underwriters or agents by Morgan, Lewis & Bockius, 101 Park Avenue, New York, NY 10178. As to all matters governed by Oregon law Morgan, Lewis & Bockius will rely upon the opinion of Mr. McCarrel.

#### EXPERTS

The statements made under "Description of New Bonds," as to the matters of law and legal conclusions have been prepared or reviewed by Mr. Steven F. McCarrel, and such statements are made upon the authority of such counsel as expert.

The Company's consolidated financial statements and schedules included in its Annual Report on Form 10-K for the year ended December 31, 1992, which are incorporated by reference in this Prospectus, have been audited by Arthur Andersen & Co., independent public accountants, as indicated in their reports with respect thereto, and are incorporated herein by reference in reliance upon the authority of said firm as experts in accounting and auditing in giving said reports.

[This page intentionally left blank.]

[This page intentionally left blank.]

No dealer, salesperson or any other person has been authorized to give any information or to make any representations not contained or incorporated in this Prospectus, as supplemented, in connection with the offering made hereby and, if given or made, such information or representations must not be relied upon as having been so authorized by the Company or by the Agents. This Prospectus, as supplemented, does not constitute an offer of any securities other than the registered securities to which it relates, or an offer to any person in any jurisdiction where such offer would be unlawful. Neither the delivery of this Prospectus, as supplemented, nor any sale made hereunder shall under any circumstances, create any implication that the information herein is correct as of any time subsequent to the date hereof.

Portland General  
Electric Company

\$75,000,000

Medium-Term Note Series IV  
(A Series of First Mortgage Bonds)

Due From Nine Months to  
Thirty Years From Date of Issue

Prospectus Supplement

Table of Contents

Page

Prospectus Supplement

Description of the Notes . . .	S-2
Plan of Distribution . . . . .	S-5
Ratio of Earnings to Fixed Charges . . . . .	S-6

Prospectus

Available Information . . . . .	2
Incorporation of Certain Documents by Reference . . . . .	2
The Company . . . . .	4
Use of Proceeds . . . . .	4
Description of New Bonds . . . . .	4
Plan of Distribution . . . . .	10
Legal Opinions . . . . .	11
Experts . . . . .	11

Merrill Lynch & Co.

UBS Securities Inc.

Prospectus Supplement  
Dated May 16, 1995

