

---

---

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

---

**FORM 8-K**

---

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): June 11, 2013**

---

**PORTLAND GENERAL ELECTRIC COMPANY**

**(Exact name of registrant as specified in its charter)**

---

**Oregon**  
**(State or other jurisdiction  
of incorporation)**

**001-5532-99**  
**(Commission  
File Number)**

**93-0256820**  
**(I.R.S. Employer  
Identification No.)**

**121 SW Salmon Street, Portland, Oregon 97204**  
**(Address of principal executive offices, including zip code)**

**Registrant's telephone number, including area code: (503) 464-8000**

---

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
- 
-

## **Item 1.01 Entry into a Material Definitive Agreement.**

On June 11, 2013, Portland General Electric Company (PGE or the Company) entered into (a) an underwriting agreement (the Underwriting Agreement) with Barclays Capital, Inc.; J.P. Morgan Securities LLC; Wells Fargo Securities, LLC; and Merrill Lynch, Pierce Fenner & Smith Incorporated, as representatives of the several underwriters named therein (collectively, the Underwriters) and Barclays Capital Inc., in its capacity as an agent for and an affiliate of the Forward Purchaser (as defined below) (the Forward Seller) relating to the offer and sale to the Underwriters of 11,100,000 shares of PGE's common stock, no par value (Common Stock) (plus up to an additional 1,665,000 shares pursuant to an option granted to the Underwriters to purchase additional shares (the Underwriters' Option), and (b) a forward sale agreement (the Forward Sale Agreement) between the Company and Barclays Bank PLC (the Forward Purchaser) relating to the forward sale by the Company, subject to PGE's right to cash settle or net share settle under the Forward Sale Agreement, of 11,100,000 shares of Common Stock.

The Underwriters offered all of the shares of PGE's common stock sold to them pursuant to the underwriting agreement to the public at an initial public offering price per share of \$29.50 (the Offering). The 11,100,000 shares sold in the Offering (excluding any additional shares sold to the Underwriters upon exercise of the Underwriters' Option) were borrowed by the Forward Seller and sold to the Underwriters. PGE will not receive any proceeds of the Offering with respect to such borrowed shares, but will be entitled to receive payments under the Forward Sale Agreement in the future when PGE issues shares to the Forward Purchaser in settlement of the Forward Sale Agreement (subject to PGE's ability to cash settle or net share settle under the Forward Sale Agreement).

The Underwriters exercised the Underwriters' Option for the full 1,665,000 additional share amount. At the closing of the Offering on June 17, 2013, PGE issued those shares to the Underwriters and received the proceeds of the Offering with respect to such shares.

The Offering was registered under the Securities Act of 1933, as amended, pursuant to PGE's Registration Statement on Form S-3 (Registration Statement No. 333-170686) filed with the Securities and Exchange Commission on November 18, 2010.

Upon physical settlement of the Forward Sale Agreement, PGE will issue shares of Common Stock to the Forward Purchaser in exchange for cash proceeds equal to the then-applicable forward sale price. The initial forward sale price is \$28.54125 per share (which is the initial public offering price less the underwriters' discount) and will be subject to adjustment in accordance with the terms of the Forward Sale Agreement. PGE will receive these proceeds only if it elects to physically settle the Forward Sale Agreement.

The Forward Sale Agreement generally provides for settlement on one or more settlement dates to be specified by PGE on or before June 11, 2015. The Forward Sale Agreement provides that the forward sale price will be adjusted on a daily basis based on a floating interest rate factor equal to the federal funds rate less a spread and will be decreased by certain amounts on specified dates set forth in the Forward Sale Agreement. The interest rate factor adjustment will reduce the forward sale price on each day on which the federal funds rate for that day is less than the spread.

Except under the circumstances described below, subject to certain conditions, PGE has the right to elect physical, cash or net share settlement under the Forward Sale Agreement. Although PGE currently expects to settle the Forward Sale Agreement entirely by physical settlement, PGE may elect cash settlement or net share settlement for all or a portion of its obligations under the Forward Sale Agreement. If PGE elects cash or net share settlement, and the price at which the Forward Purchaser purchases shares of Common Stock in the open market exceeds the applicable forward sale price, then PGE would be required to:

- 1) in the case of cash settlement, pay to the Forward Purchaser a cash amount equal to the difference; or
- 2) in the case of net share settlement, deliver to the Forward Purchaser a number of shares of Common Stock having a market value equal to the difference.

Conversely, if PGE elects cash or net share settlement, and the price at which the Forward Purchaser purchases shares of Common Stock in the open market is less than the applicable forward sale price, then the Forward Purchaser would be required to:

- 1) in the case of cash settlement, pay to PGE a cash amount equal to the difference; or
- 2) in the case of net share settlement, deliver to PGE a number of shares of Common Stock having a market value equal to the difference.

The Forward Purchaser has the right to accelerate settlement of the Forward Sale Agreement (or, in certain cases, the portion thereof that it determines is affected by the relevant event) and require PGE to physically settle the Forward Sale Agreement on a date specified by the Forward Purchaser if:

- 1) it determines that it is unable to, or it is commercially impracticable for it to, continue to borrow a number of shares of Common Stock equal to the number of shares of Common Stock underlying the Forward Sale Agreement or that, with respect to borrowing such number of shares of Common Stock, it would incur a rate that is greater than the maximum borrow cost specified in the Forward Sale Agreement, subject to prior notice requirements;
- 2) PGE declares or pays any dividend or distribution on shares of Common Stock other than:
  - i. any cash dividend or distribution declared by PGE with respect to shares of Common Stock that is specified by the board of directors of the Company as an “extraordinary” dividend;
  - ii. any free dividend or distribution of any such shares to existing shareholders by way or bonus, capitalization or similar issue;
  - iii. any dividend or distribution payable in such shares, or other capital or securities granting the right to payment of dividends and/or proceeds of the Company’s liquidation equally or proportionately with such payments to holders of shares of its common stock at less than the prevailing market price, as determined by the calculation agent; or
  - iv. any cash dividend for which an ex-dividend date occurs on or after a forward price reduction date that is paid to holders of shares in an amount less than or equal to an amount specified in the Forward Sale Agreement;
- 3) there occurs a public announcement of certain mergers, the nationalization of PGE, or the delisting of shares of Common Stock; or
- 4) certain other events of default, termination events or other specified events occur, including, among other things, any material misrepresentation made by the Company in connection with entering into the Forward Sale Agreement, a change in law or a market disruption event during a specified period that lasts for more the eight scheduled trading days, in each case, as defined by the Forward Sale Agreement.

A decision by the Forward Purchaser to accelerate settlement of the Forward Sale Agreement would be made regardless of PGE’s interests, including PGE’s need for capital, and could result in dilution to PGE’s earnings per share and return on equity.

The above descriptions of the Underwriting Agreement and the Forward Sale Agreement are only brief summaries and do not purport to be a complete discussion of their terms. Accordingly, the above descriptions are qualified in their entirety by reference to the full text of the Underwriting Agreement and the Forward Sale Agreement, copies of which are filed herewith as Exhibit 1.1 and Exhibit 10.1, respectively, and incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b><u>Exhibit Number</u></b>	<b><u>Description</u></b>
1.1	Underwriting Agreement, dated June 11, 2013, among Portland General Electric Company; Barclays Capital Inc.; J.P. Morgan Securities LLC; Wells Fargo Securities, LLC; and Merrill Lynch, Pierce Fenner & Smith Incorporated, as representatives of the several underwriters named therein, and Barclays Capital Inc, in its capacity as an agent for and an affiliate of the forward purchaser named therein.
5.1	Opinion of J. Jeffrey Dudley, Vice President and General Counsel, regarding the legality of the common stock being registered.
10.1	Confirmation of Forward Sale Transaction dated June 11, 2013 between Portland General Electric Company and Barclays Bank PLC.
23.1	Consent of J. Jeffrey Dudley, Vice President and General Counsel (included in Exhibit 5.1 hereto).

**Information Regarding Forward-Looking Statements**

This current report includes forward-looking statements. Portland General Electric Company based these forward-looking statements on its current expectations about future events in light of its knowledge of facts as of the date of this current report and its assumptions about future circumstances. Investors are cautioned that any such forward-looking statements are subject to risks and uncertainties and that actual results may differ materially from those projected in the forward-looking statements. The Company assumes no obligation to update any such forward-looking statement. Prospective investors should also review the risks and uncertainties included in the Company's most recent Annual Report on Form 10-K and the Company's reports on Forms 10-Q and 8-K filed with the United States Securities and Exchange Commission, including Management's Discussion and Analysis of Financial Condition and Results of Operations and the risks described therein from time to time.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

PORTLAND GENERAL ELECTRIC COMPANY

(Registrant)

Date: June 17, 2013

By: /s/ James F. Lobdell

James F. Lobdell  
*Senior Vice President of Finance,  
Chief Financial Officer and Treasurer*

PORTLAND GENERAL ELECTRIC COMPANY

11,100,000 Shares of Common Stock, no par value

Underwriting Agreement

June 11, 2013

Barclays Capital Inc.  
J.P. Morgan Securities LLC Wells Fargo Securities, LLC  
Merrill Lynch, Pierce, Fenner & Smith

Incorporated

As Representatives of the several Underwriters listed in Schedule 1 hereto

c/o  
Barclays Capital Inc.  
745 7<sup>th</sup> Avenue  
New York, New York 10019

J.P. Morgan Securities LLC  
383 Madison Avenue  
New York, NY 10179

Wells Fargo Securities, LLC  
375 Park Avenue  
New York, New York 10152

Merrill Lynch, Pierce, Fenner & Smith

Incorporated

One Bryant Park  
New York, NY 10036

Ladies and Gentlemen:

Portland General Electric Company, an Oregon corporation (the "Company") and Barclays Capital Inc., in its capacity as an agent for and an affiliate of the Forward Purchaser (as defined below) (the "Forward Seller"), at the request of the Company in connection with the Forward Sale Agreement (as defined below), confirm their respective agreements with you and each of the several Underwriters listed in Schedule 1 hereto (the "Underwriters"), for whom you are acting as representatives (the "Representatives"), with respect to (a) subject to Section 8 hereof, the sale by the Forward Seller and the purchase by the Underwriters, acting severally and not jointly, of an aggregate of 11,100,000 shares of common stock, no par value, of the Company (such common stock the "Common Stock" and such shares of Common Stock, the "Borrowed Shares") and (b) the grant by the Company to the Underwriters of the option described in Section 2 hereof to purchase all or any portion of an additional 1,665,000 shares of Common Stock (the "Option Shares").

The Borrowed Shares and the Company Top-Up Shares (as defined in Section 8 hereof) are herein referred to collectively as the "Underwritten Shares." The Company Top-Up Shares and the Option Shares (as defined in Section 8 hereof) are herein referred to collectively as the "Company Shares." The Underwritten Shares and the

Option Shares are herein referred to collectively as the “Shares”. The shares of Common Stock to be outstanding after giving effect to the sale of the Shares are referred to herein as the “Stock”.

As used herein, “Forward Sale Agreement” means the letter agreement dated the date hereof between the Company and Barclays Bank PLC (the “Forward Purchaser”) relating to the forward sale by the Company, subject to the Company’s right to elect Cash Settlement or Net Share Settlement (as such terms are defined in the Forward Sale Agreement), of a number of shares of Common Stock equal to the number of Borrowed Shares sold by the Forward Seller pursuant to this Agreement.

The Company hereby confirms its agreement with the several Underwriters concerning the purchase and sale of the Shares, as follows:

1. Registration Statement. The Company has prepared and filed with the Securities and Exchange Commission (the “Commission”) under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the “Securities Act”), an “automatic shelf registration statement” as defined under Rule 405 of the Securities Act on Form S-3 (File No. 333-170686), including a base prospectus dated November 18, 2010 (the “Base Prospectus”), relating to the Shares. Such registration statement, as amended on the date hereof, including the information, if any, deemed pursuant to Rule 430A, 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness (“Rule 430 Information”), is referred to herein as the “Registration Statement”; and as used herein, the term “Preliminary Prospectus” means the Base Prospectus (and any amendments or supplements thereto relating to the Shares) and any preliminary prospectus relating to the Shares filed with the Commission pursuant to Rule 424(b) under the Securities Act (and any amendments thereto), and the term “Prospectus” means the prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Shares (and any amendments thereto). If the Company has filed an abbreviated registration statement pursuant to Rule 462(b) under the Securities Act (the “Rule 462 Registration Statement”), then any reference herein to the term “Registration Statement” shall be deemed to include such Rule 462 Registration Statement. Any reference in this Agreement to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act, and any reference to “amend,” “amendment” or “supplement” with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the “Exchange Act”) that are deemed to be incorporated by reference therein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

At or prior to the Applicable Time (as defined below), the Company had prepared the following information (collectively with the pricing information set forth on Annex B, the “Pricing Disclosure Package”): a Preliminary Prospectus dated June 10, 2013 and each “free-writing prospectus” (as defined pursuant to Rule 405 under the Securities Act) listed on Annex B hereto.

“Applicable Time” means 7:00 P.M., New York City time, on June 11, 2013.

2. Purchase of the Shares by the Underwriters.

(a) On the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, each of the Forward Seller (with respect to the Borrowed Shares) and the Company (with respect to any Company Top-Up Shares), severally and not jointly, agrees to sell to the several Underwriters, and each of the Underwriters agrees, severally and not jointly, to purchase from the Forward Seller (with respect to the Borrowed Shares) and the Company (with respect to any Company Top-Up Shares) the respective number of Underwritten Shares set forth opposite such Underwriter’s name in Schedule 1 hereto at a price per share (the “Purchase Price”) of \$28.54125.

(b) In addition, the Company grants to the several Underwriters the option to purchase, and on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, the Underwriters shall have the option to purchase, severally and not jointly, the Option Shares at the Purchase Price less an amount per share equal to any dividends or distributions declared by the Company and payable on the Underwritten Shares but not payable on the Option Shares (the "Option Purchase Price"). The Underwriters may exercise the option to purchase Option Shares at any time in whole, or from time to time in part, on or before the thirtieth day following the date of the Prospectus, by written notice from the Representatives to the Company. Such

notice shall set forth the aggregate number of Option Shares as to which the option is being exercised and the date and time when the Option Shares are to be delivered and paid for, which may be the same date and time as the Closing Date (as hereinafter defined) but shall not be earlier than the Closing Date or later than the fifth full business day (as hereinafter defined) after the date of such notice (unless such time and date are postponed in accordance with the provisions of Section 11 hereof). Any such notice shall be given at least two business days prior to the date and time of delivery specified therein. On each Additional Closing Date (as defined in Section 2(f) hereof), if any, each Underwriter agrees, severally and not jointly, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, to purchase from the Company, at the Option Purchase Price, the number of Option Shares that bears the same ratio to the aggregate number of Option Shares being purchased on such Additional Closing Date as the number of Underwritten Shares set forth opposite the name of such Underwriter in Schedule 1 hereto (or such number increased as set forth in Section 11 hereof) bears to the aggregate number of Underwritten Shares being purchased by the several Underwriters, subject, however, to such adjustments to eliminate any fractional Shares as the Representatives in their sole discretion shall make.

(c) If (i) any of the representations and warranties of the Company contained in Section 3.A hereof or any certificate delivered by the Company pursuant hereto are not true and correct as of the Closing Date as if made as of the Closing Date, (ii) the Company has not performed all of the obligations required to be performed by it under this Agreement on or prior to the Closing Date, (iii) any of the conditions set forth in Section 6 hereof have not been satisfied on or prior to the Closing Date, (iv) this Agreement shall have been terminated pursuant to Section 10 hereof on or prior to the Closing Date, or (v) the Company has not delivered to the Forward Purchaser an opinion of counsel with respect to matters set forth in Section 3(a) of the 1992 ISDA Master Agreement (Multicurrency— Cross Border), as published by the International Swaps and Derivatives Association, Inc. (the "1992 ISDA Master Agreement"), on or prior to the Closing Date (clauses (i) through (v), together, the "Conditions"), the Forward Seller, in its sole discretion, may elect not to borrow and deliver for sale to the Underwriters the Borrowed Shares. In addition, in the event that, in the Forward Purchaser's commercially reasonable judgment, (A) the Forward Seller is unable to borrow and deliver for sale under this Agreement a number of shares of Common Stock equal to the number of Borrowed Shares, or (B) the Forward Seller would incur a stock loan cost of more than a rate equal to 50 basis points per annum to do so, then, in each case, the Forward Seller shall only be required to deliver for sale to the Underwriters on the Closing Date the aggregate number of shares of Common Stock that the Forward Seller is able to so borrow at or below such cost.

(d) If the Forward Seller elects, pursuant to Section 2(c) hereof, not to borrow and deliver for sale to the Underwriters on the Closing Date the total number of Borrowed Shares, the Forward Seller will use its commercially reasonable efforts to notify the Company no later than 5:00 p.m., New York City time, on the second business day prior to the Closing Date.

(e) The Company understands that the Underwriters intend to make a public offering of the Shares as soon after the effectiveness of this Agreement as in the judgment of the Representatives is advisable, and initially to offer the Shares on the terms set forth in the Prospectus. The Company acknowledges and agrees that the Underwriters may offer and sell Shares to or through any affiliate of an Underwriter (a "Participating Affiliate").

(f) Payment for the Shares shall be made by wire transfer in immediately available funds to the account specified to the Representatives by the Forward Seller (with respect to the Borrowed Shares) or the Company (with respect to any Company Shares) in connection with a closing at the offices of Latham & Watkins LLP at 10:00 A.M., New York City time, on June 17, 2013, or at such other time or place on the same or such other date, not later than the fifth business day thereafter, as the Representatives, the Forward Seller and the Company



may agree upon in writing or, in the case of the Option Shares, on the date and at the time and place specified by the Representatives in the written notice of the Underwriters' election to purchase such Option Shares. The time and date of such payment for the Underwritten Shares is referred to herein as the "Closing Date", and the time and date for such payment for the Option Shares, if other than the Closing Date, is herein referred to as the "Additional Closing Date".

Payment for the Shares to be purchased on the Closing Date or any Additional Closing Date, as the case may be, shall be made against delivery to the Representatives for the respective accounts of the several Underwriters of the Shares to be purchased on such date or the relevant Additional Closing Date, as the case may be, with any transfer taxes payable in connection with the sale of such Shares duly paid by the Company (with respect to any

Company Shares). Delivery of the Shares shall be made through the facilities of The Depository Trust Company ("DTC") unless the Representatives shall otherwise instruct. The certificates for the Shares will be made available for inspection and packaging by the Representatives at the office of DTC or its designated custodian not later than 1:00 P.M., New York City time, on the business day prior to the Closing Date or the relevant Additional Closing Date, as the case may be.

(g) The Company acknowledges and agrees that the Underwriters, the Forward Purchaser and the Forward Seller are acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of Shares contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company or any other person. Additionally, none of the Underwriters, the Forward Purchaser and the Forward Seller is advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and none of the Underwriters, the Forward Purchaser and the Forward Seller shall have any responsibility or liability to the Company with respect thereto. Any review by the Underwriters, the Forward Purchaser or the Forward Seller of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters, the Forward Purchaser or the Forward Seller, as the case may be, and shall not be on behalf of the Company.

### 3. Representations and Warranties.

A. Representations and Warranties of the Company. The Company represents and warrants to and agrees with each Underwriter, the Forward Purchaser and the Forward Seller that:

(a) *Preliminary Prospectus.* No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus included in the Pricing Disclosure Package, at the time of filing thereof, complied in all material respects with the Securities Act, and no Preliminary Prospectus, at the time of filing thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter, the Forward Purchaser or the Forward Seller furnished to the Company in writing by such Underwriter, Forward Purchaser or Forward Seller through the Representatives expressly for use in any Preliminary Prospectus, it being understood and agreed that the only such information furnished by any Underwriter, the Forward Purchaser or the Forward Seller consists of the information described as such in Section 7(b) hereof.

(b) *Pricing Disclosure Package.* The Pricing Disclosure Package as of the Applicable Time did not, and as of the Closing Date and as of any Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter, the Forward Purchaser or the Forward Seller furnished to the Company in writing by such Underwriter, Forward Purchaser or Forward Seller through the Representatives expressly for use in such Pricing Disclosure Package, it being understood and agreed that the only such information furnished by any Underwriter, the Forward Purchaser or the Forward Seller consists of the information described as such in Section 7(b) hereof.

(c) *Issuer Free Writing Prospectus.* Other than the Registration Statement, the Preliminary Prospectus and the Prospectus, the Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not prepared, used, authorized, approved or referred to and will not prepare, use, authorize, approve or refer to any “written communication” (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Shares (each such communication by the Company or its agents and representatives (other than a communication referred to

in clause (i) below) being an “Issuer Free Writing Prospectus”) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act or (ii) the documents listed on Annex B hereto, each electronic road show and any other written communications approved in writing in advance by the Representatives, the Forward Purchaser and the Forward Seller. Each such Issuer Free Writing Prospectus complied in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus accompanying, or delivered prior to delivery of, such Issuer Free Writing Prospectus, did not, and as of the Closing Date and as of any Additional Closing Date, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus or Preliminary Prospectus in reliance upon and in conformity with information relating to any Underwriter, the Forward Purchaser or the Forward Seller furnished to the Company in writing by such Underwriter, Forward Purchaser or Forward Seller through the Representatives expressly for use in such Issuer Free Writing Prospectus or Preliminary Prospectus, it being understood and agreed that the only such information furnished by any Underwriter, the Forward Purchaser or the Forward Seller consists of the information described as such in Section 7(b) hereof.

(d) *Registration Statement and Prospectus.* The Registration Statement is an “automatic shelf registration statement” as defined under Rule 405 of the Securities Act that has been filed with the Commission not earlier than three years prior to the date hereof; and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Company. No order suspending the effectiveness of the Registration Statement has been issued by the Commission, and, to the knowledge of the Company, no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or related to the offering of the Shares has been initiated or threatened by the Commission; as of the applicable effective date of the Registration Statement and any post-effective amendment thereto, the Registration Statement and any such post-effective amendment complied and will comply in all material respects with the Securities Act, and did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date and as of any Additional Closing Date, as the case may be, the Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company makes no representation and warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter, the Forward Purchaser or the Forward Seller furnished to the Company in writing by such Underwriter, Forward Purchaser or Forward Seller through the Representatives expressly for use in the Registration

Statement and the Prospectus and any amendment or supplement thereto, it being understood and agreed that the only such information furnished by any Underwriter, the Forward Purchaser or the Forward Seller consists of the information described as such in Section 7(b) hereof.

(e) *Incorporated Documents.* The documents incorporated by reference in the Registration Statement, the Prospectus and the Pricing Disclosure Package, when they were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act, and none of such documents contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement, the Prospectus or the Pricing Disclosure Package, when such documents are filed with the Commission, will conform in all material respects to the requirements of the Exchange Act and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Financial Statements.* The financial statements (including the related notes thereto) of the Company and its consolidated subsidiaries included or incorporated by reference in the Registration

Statement, the Pricing Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and present fairly in all material respects the financial condition of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis throughout the periods covered thereby, except as disclosed therein, and any supporting schedules included or incorporated by reference in the Registration Statement present fairly in all material respects the information required to be stated therein; and the other financial information relating to the Company and its consolidated subsidiaries included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus has been derived from the accounting records of the Company and its consolidated subsidiaries and presents fairly in all material respects the information shown thereby.

(g) *No Material Adverse Change.* Since the date of the most recent financial statements of the Company included or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) there has not been any change in the capital stock (other than the issuance of shares of Common Stock under any existing stock incentive plan or employee stock purchase plan described in the Registration Statement, the Pricing Disclosure Package and the Prospectus), any material change in the short term debt of the Company or any of its subsidiaries (which change has had or would reasonably be expected to have a material adverse effect on the Company's ability to meet its current obligations as they become due) or any material change in the long-term debt of the Company or any of its subsidiaries, or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock, or any development that has had, or would reasonably be expected to have, a material adverse effect on the business, properties, management, financial condition or results of operations of the Company and its subsidiaries, taken as a whole; (ii) other than in the ordinary course of business, neither the Company nor any of its subsidiaries has entered into any transaction or agreement that is material to the Company and its subsidiaries, taken as a whole, or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries, taken as a whole; and (iii) neither the Company nor any of its subsidiaries has sustained any loss or interference with its business that is material to the Company and its subsidiaries, taken as a whole, and that is either from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in each case of clause (i), (ii) and (iii) above as is otherwise disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

(h) *Organization, Active Status and Good Standing.* The Company has been duly organized and is validly existing in active status as a corporation under the laws of the State of Oregon, is duly qualified to do business and is in good standing in each jurisdiction in which its ownership or lease of property or the conduct of its business requires such qualification, and has all power and authority necessary to own or hold its properties and to conduct the business in which it is engaged, except where the failure to be so qualified or in good standing or have such power or authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, properties, management, financial condition or results of operations of the Company and its subsidiaries taken as a whole or on the performance by the Company of its obligations under this Agreement (a “Material Adverse Effect”). The Company has no significant subsidiaries.

(i) *Capitalization.* The Company has an authorized capitalization as set forth in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading “Capitalization”; all the outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable and are not subject to any pre-emptive or similar rights; except (i) as described in or expressly contemplated by, or (ii) for any shares or awards, including the settlement of dividend equivalent rights, issued pursuant to any stock incentive plan or employee stock purchase plan or dividend reinvestment plan of the Company disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company or

any of its subsidiaries, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company or any such subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options; the capital stock of the Company conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and all the outstanding shares of capital stock or other equity interests of each subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable and are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party.

(j) *Stock Options.* The Company has not granted any stock options.

(k) *Due Authorization.* The Company has full right, power and authority to execute and deliver this Agreement and the Forward Sale Agreement (collectively, the “Transaction Documents”) and to perform its obligations hereunder and thereunder; and all action required to be taken for the due authorization, execution and delivery by it of each of the Transaction Documents and the consummation by it of the transactions contemplated hereby and thereby has been duly and validly taken.

(l) *Underwriting Agreement.* This Agreement has been duly authorized, executed and delivered by the Company.

(m) *The Shares.* The Company Shares, if any, to be issued and sold by the Company hereunder have been duly authorized and, when issued and delivered and paid for as provided herein, will be duly and validly issued, will be fully paid and nonassessable and will conform to the descriptions thereof in the Registration Statement, the Pricing Disclosure Package and the Prospectus; and the issuance of such Company Shares is not subject to any preemptive or similar rights.

(n) *Other Transaction Documents.* The Forward Sale Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding agreement of the Company enforceable against the Company in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors’ rights generally or by equitable principles relating to enforceability (collectively, the “Enforceability Exceptions”).

(o) *Descriptions of the Transaction Documents.* The descriptions of each Transaction Document contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus, insofar as they purport to constitute summaries of certain terms of such Transaction Documents, constitute accurate summaries of such terms of such Transaction Documents in all material respects.

(p) *No Violation or Default.* Neither the Company nor any of its subsidiaries is (i) in violation of its charter or bylaws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject; or (iii) except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(q) *No Conflicts.* The execution, delivery and performance by the Company of each of the Transaction Documents, the issuance and sale of the Company Shares, if any, the issuance, sale and delivery of any shares of Common Stock by the Company to the Forward Purchaser pursuant to the Forward Sale Agreement pursuant to Physical Settlement or Net Share Settlement and the consummation of the transactions by the Company contemplated by the Transaction Documents will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in

the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or bylaws or similar organizational documents of the Company or any of its subsidiaries or (iii) result in the violation by the Company of any law or statute or any judgment, order, rule or regulation applicable to the Company of any court or arbitrator or governmental or regulatory authority having jurisdiction over the Company or any of its subsidiaries, except (x) in the case of clauses (i) and (iii) above, for any such conflict, breach, violation or default that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect and (y) in the case of clause (iii) above, for any such violation that may arise (A) under applicable state securities laws or rules and regulations of the Financial Industry Regulatory Authority ("FINRA") or any foreign laws or statutes in connection with the purchase, sale and distribution of the Shares by the Underwriters or (B) as a result of the legal or regulatory status of any person (other than the Company) or because of any other facts specifically pertaining to such person.

(r) *No Consents Required.* No consent, approval, authorization, order, license, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required of the Company for (i) the execution, delivery and performance by the Company of each of the Transaction Documents, (ii) the issuance and sale of the Company Shares, if any, (iii) the issuance, sale and delivery of any shares of Common Stock by the Company to the Forward Purchaser pursuant to the Forward Sale Agreement pursuant to Physical Settlement or Net Share Settlement and (iv) the consummation by the Company of the transactions contemplated by the Transaction Documents, except (A) such as have been obtained or made, (B) for the registration of the Shares under the Securities Act and (C) such consents, approvals, authorizations, orders and registrations or qualifications (1) as may be required under applicable state securities laws or rules and regulations of the FINRA or any foreign laws or statutes in connection with the purchase and distribution of the Shares by the Underwriters, the Forward Purchaser and the Forward Seller, (2) as described in the Disclosure Package and the Prospectus or (3) as may be applicable

as a result of the legal or regulatory status of any person (other than the Company) or because of any other facts specifically pertaining to such person.

(s) *Legal Proceedings.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no legal, governmental or regulatory actions, suits or proceedings or, to the knowledge of the Company, investigations pending to which the Company or any of its subsidiaries is or, to the knowledge of the Company, may reasonably be expected to be a party or to which any property of the Company or any of its subsidiaries is or, to the knowledge of the Company, may reasonably be expected to be the subject that, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, could reasonably be expected to have a Material Adverse Effect; and to the knowledge of the Company, no such investigations, actions, suits or proceedings are threatened or contemplated by any governmental or regulatory authority or threatened by others.

(t) *Independent Accountants.* Deloitte & Touche LLP, which has certified certain financial statements of the Company and its subsidiaries, is an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(u) *Title to Real and Personal Property.* The Company and its subsidiaries have good and marketable title to, or have valid and marketable rights to lease or otherwise use, all items of real and personal property and assets that are material to the respective businesses of the Company and its subsidiaries, in each case free and clear of all liens, encumbrances, claims and defects and imperfections of title except those that (i) are described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (ii) do not materially interfere with the use made and proposed to be made of such property by the Company and its subsidiaries or (iii) could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(v) *Title to Intellectual Property.* The Company and its subsidiaries own or possess adequate rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of their respective businesses as currently conducted and as proposed to be conducted, except where the failure to possess the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, and, to the knowledge of the Company, the conduct of their respective businesses will not conflict in any material respect with any such rights of others. The Company and its subsidiaries have not received any notice of any claim of infringement, misappropriation or conflict with any such rights of others in connection with its patents, patent rights, licenses, inventions, trademarks, service marks, trade names, copyrights and know-how, which could reasonably be expected to result in a Material Adverse Effect.

(w) *Investment Company Act.* The Company is not and, after giving effect to (i) the offering and sale of the Company Shares, if any, and the application of the proceeds thereof and (ii) the issuance, sale and delivery of Common Stock upon settlement of the Forward Sale Agreement and the application of the proceeds thereof, if any, upon such settlement, in each case as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, will not be required to register as an “investment company” or an entity “controlled” by an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the “Investment Company Act”).

(x) *Public Utility Holding Company Act.* The Company is not a “holding company” under the Public Utility Holding Company Act of 2005. The Company is a (i) “public utility” subject to the jurisdiction of the Federal Energy Regulatory Commission under the Federal Power Act, as amended (“FPA”), and (ii) a “natural gas company” subject to the jurisdiction of the Federal Energy Regulatory

Commission under the Natural Gas Act, as amended (“NGA”) and the Natural Gas Policy Act, as amended (“NGPA”). The Company is in compliance with the FPA, the NGA and the NGPA and with all applicable rules, regulations, requirements, orders, certificates and tariffs of the Federal Energy Regulatory Commission, except to the extent that any noncompliance, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

(y) *Taxes.* The Company and its subsidiaries have filed, directly or indirectly as part of a consolidated or unitary group, all federal, state, local and foreign tax returns that have been required to be filed through the date hereof and have paid all taxes indicated by such returns and all assessments received by them to the extent that such taxes have become due, except in each case where the failure to pay or file would not reasonably be expected to have a Material Adverse Effect. All tax liabilities have been adequately provided for in the financial statements of the Company, except as would not reasonably be expected to have a Material Adverse Effect, and, except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company does not know or have reason to know of any actual or proposed additional tax assessments which would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(z) *Licenses and Permits.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, the Company and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, neither the Company nor any of its subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization that would not reasonably be expected to have a Material Adverse Effect.

(aa) *No Labor Disputes.* (i) No labor disturbance by or dispute with employees of the Company or any of its subsidiaries exists or, to the knowledge of the Company, is contemplated or threatened, and (ii) the Company is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of its or its subsidiaries' principal suppliers, contractors or customers, except with respect to clauses (i) and (ii) above as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(bb) *Compliance with and Liability under Environmental Laws.* Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) the Company and its subsidiaries (A) are, and to the knowledge of the Company at all prior times were, in compliance with any and all applicable federal, state, local and foreign laws, rules, regulations, requirements, decisions, judgments, decrees, orders and the common law relating to pollution or the protection of the environment, natural resources or human health or safety, including those relating to the generation, storage, treatment, use, handling, transportation, Release (as defined below) or threat of Release of Hazardous Materials (as defined below) (collectively, “Environmental Laws”), (B) have received and are in compliance with all permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses, (C) have not received notice of any actual or potential liability under or relating to, or actual or potential violation of, any Environmental Laws, including for the investigation or remediation of any Release or threat of Release of Hazardous Materials, other than with respect to such notices as have been fully resolved and for which no costs, obligations or damages remain, (D) are not conducting or paying for, in whole or in part, any investigation, remediation or other corrective action pursuant to any Environmental Law at any location, and (E) are not a party to any order, decree or agreement that imposes any obligation or liability under any Environmental Law and (ii) there are no costs or liabilities associated with Environmental Laws of or relating to the Company or its

subsidiaries, except in the case of each of (i) and (ii) above, for any such matter, as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(cc) *Hazardous Materials*. Except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there has been no storage, generation, transportation, use, handling, treatment, Release or threat of Release of Hazardous Materials by, relating to or caused by the Company or any of its subsidiaries (or, to the knowledge of the Company, any other entity (including any predecessor) for whose acts or omissions the Company or any of its subsidiaries is or could reasonably be expected to be liable) at, on, under or from any property or facility now or previously owned, operated or leased by the Company or any of its subsidiaries, or at, on, under or from any other property or facility, in violation of any Environmental Laws or in a manner or amount or to a location that could reasonably be expected to result in any liability under any Environmental Law, except for any violation or liability which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. “Hazardous Materials” means any material, chemical, substance, waste, pollutant, contaminant, compound, mixture, or constituent thereof, in any form or amount, including petroleum (including crude oil or any fraction thereof) and petroleum products, natural gas liquids, asbestos and asbestos containing materials, naturally occurring radioactive materials, brine, and drilling mud, regulated or which can give rise to liability under any Environmental Law. “Release” means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating in, into or through the environment, or in, into from or through any building or structure.

(dd) *Compliance with ERISA*. Except as would not reasonably be expected to have a Material Adverse Effect or as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (i) each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), that is sponsored by the Company or any member of its “Controlled Group” (as defined in Section 414 of the Internal Revenue Code of 1986, as amended (the “Code”)) (each, a “Plan”) is in compliance with all presently applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no Plan has engaged in a non-exempt and uncorrected prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, the minimum funding standard applicable to such Plan for the most recent year has been satisfied (without taking into account any waiver thereof or extension of any amortization period) and is expected by

the Company to be satisfied in the future (without taking into account any waiver thereof or extension of any amortization period); (iv) the fair market value of the assets of each Plan exceeds the present value of all benefits accrued under such Plan (determined based on those assumptions used to fund such Plan); (v) no Plan subject to Title IV of ERISA has experienced or is reasonably expected to experience a “reportable event” (within the meaning of Section 4043(c) of ERISA and the regulations thereunder) for which the 30- day notice requirement has not been waived that either has resulted, or could reasonably be expected to result, in liability to the Company or its subsidiaries under Title IV of ERISA; (vi) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) with respect to a Plan (or a “multiemployer plan,” within the meaning of Section 4001(a)(3) of ERISA); and (vii) to the knowledge of the Company, there is no pending audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, or the Pension Benefit Guaranty Corporation with respect to any Plan. Except as would not reasonably be expected to have a Material Adverse Effect or as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, none of the following events has occurred or is reasonably likely to occur: (x) a material increase in the aggregate amount of contributions required to be made to all Plans by the Company or its subsidiaries in the current fiscal year of the Company and its subsidiaries compared to the amount of such contributions made in the Company and its subsidiaries' most recently completed fiscal year; or (y) a material increase in the Company and its subsidiaries' “accumulated post-retirement benefit obligations” (within the meaning of Statement of Financial Accounting Standards 106) in the current fiscal



year compared to the amount of such obligations in the Company and its subsidiaries' most recently completed fiscal year.

(ee) *Disclosure Controls.* The Company and its subsidiaries maintain an effective system of “disclosure controls and procedures” (as defined in Rule 13a-15(e) of the Exchange Act) that complies with the requirements of the Exchange Act and that has been designed to ensure that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission’s rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company’s management as appropriate to allow timely decisions regarding required disclosure. The Company and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(ff) *Accounting Controls.* The Company and its subsidiaries maintain systems of “internal control over financial reporting” (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including, but not limited to, internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and is prepared in accordance with the Commission’s rules and guidelines applicable thereto. Except as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, to the Company’s knowledge there are no material weaknesses in the Company’s internal controls. The Company’s auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (i) all significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting which have adversely affected or are reasonably likely to adversely affect the Company’s ability to record, process, summarize and report financial information; and (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company’s internal controls over financial reporting.

(gg) *eXtensible Business Reporting Language.* The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement fairly presents the information called for in all material respects and has been prepared in accordance with the Commission’s rules and guidelines applicable thereto.

(hh) *Insurance.* Except as would not reasonably be expected to have a Material Adverse Effect or as disclosed in the Registration Statement, the Pricing Disclosure Package and the Prospectus, (a) the Company and its subsidiaries currently maintain insurance covering their respective properties, operations, personnel and businesses, which insurance is in amounts and insures against such losses and risks as are adequate to protect the Company and its subsidiaries and their respective businesses; and (b) neither the Company nor any of its subsidiaries believes that it will not be able to renew its existing insurance coverage in amounts and against such losses and risks as are adequate to protect the Company and its subsidiaries and their respective businesses as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business.

(ii) *No Unlawful Payments.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee or other person associated with or acting

on behalf of the Company or any of its subsidiaries has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(jj) *Compliance with Money Laundering Laws.* The operations of the Company and its subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), the applicable money laundering statutes of all jurisdictions in which the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “Money Laundering Laws”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(kk) *Compliance with OFAC.* None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”); and the Company will not, directly or indirectly, use the proceeds of the offering of the Company Shares, if any, or the proceeds, if any, due upon settlement of the Forward Sale Agreement, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(ll) *No Broker’s Fees.* Neither the Company nor any of its subsidiaries is a party to any contract, agreement or understanding with any person (other than the Transaction Documents) that would give rise to a valid claim against the Company or any of its subsidiaries or any Underwriter, the Forward Purchaser or the Forward Seller for a brokerage commission, finder’s fee or like payment in connection with the offering and sale of the Shares.

(mm) *No Registration Rights.* No person has the right to require the Company or any of its subsidiaries to register any securities for sale under the Securities Act by reason of the filing of the Registration Statement with the Commission or the issuance and sale of the Shares.

(nn) *No Stabilization.* The Company has not taken, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of the Shares.

(oo) *Sarbanes-Oxley Act.* The Company is in compliance in all material respects with all applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the “Sarbanes-Oxley Act”).

(pp) *Status under the Securities Act.* At the time of filing the Registration Statement and any post-effective amendment thereto, at the earliest time thereafter that the Company or any offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Shares and at the date hereof, the Company was not and is not an “ineligible issuer,” and is a well-known seasoned issuer, in each case as defined in Rule 405 under the Securities Act. The Company will pay the registration fee for this offering pursuant to Rule 456(b)(1) under the Securities Act within the time period required by such rule (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(qq) *Oregon Public Utility Commission Order*. Oregon Public Utility Commission Order No. 10-423 (the "OPUC Order") is in full force and effect and the issuance of the Shares will conform to the provisions of the OPUC Order.

B. Representations and Warranties of the Forward Seller. The Forward Seller severally represents and warrants to, and agrees with, each Underwriter with respect to clauses (a) through (d) of this Section 3B, and warrants to, and agrees with, the Company with respect to clauses (a) and (d) of this Section 3B, that:

(a) *Due Authorization*. This Agreement has been duly authorized, executed and delivered by such Forward Seller and, at the Closing Date and at each Additional Closing Date (if any), the Forward Seller will have full right, power and authority to sell, transfer and deliver the Borrowed Shares to the extent that it is required to transfer such Borrowed Shares hereunder.

(b) *Authorization of Forward Sale Agreements*. The Forward Sale Agreement has been duly authorized, executed and delivered by the Forward Purchaser and constitutes a valid and binding agreement of such affiliated Forward Purchaser, enforceable against such Forward Purchaser in accordance with its terms, except to the extent that enforceability thereof may be limited by the Enforceability Exceptions.

(c) *Right to Transfer*. The Forward Seller will, at the Closing Date, have the free and unqualified right to transfer any Borrowed Shares to the extent that it is required to transfer such Borrowed Shares hereunder, free and clear of any security interest, mortgage, pledge, lien, charge, claim, equity or encumbrance of any kind; and upon delivery of such Borrowed Shares and payment of the purchase price therefor as herein contemplated, assuming each of the Underwriters has no notice of any adverse claim, each of the Underwriters will have the free and unqualified right to transfer any such Borrowed Shares purchased by it from the Forward Seller, free and clear of any security interest, mortgage, pledge, lien, charge, claim, equity or encumbrance of any kind.

(d) *Agent*. The Forward Seller is acting as an agent for such affiliated Forward Purchaser in connection with the transactions contemplated hereby.

4. Further Agreements of the Company. The Company covenants and agrees with each Underwriter, the Forward Purchaser and the Forward Seller that:

(a) *Required Filings*. The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act, will file any Issuer Free Writing Prospectus to the extent required by Rule 433 under the Securities Act; will file promptly all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act

subsequent to the date of the Prospectus and during the Prospectus Delivery Period (as defined below); and will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters, the Forward Purchaser and the Forward Seller in New York City prior to

10:00 A.M., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Representatives may reasonably request. The Company will pay the registration fee for this offering within the time period required by Rule 456(b)(1) under the Securities Act (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(b) *Delivery of Copies*. The Company will deliver, without charge, (i) to the Representatives, the Forward Purchaser and the Forward Seller, a photocopy of the signed Registration Statement as

originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith; and (ii) to each Underwriter, the Forward Purchaser and the Forward Seller (A) a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) and (B) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto and documents incorporated by reference therein and each Issuer Free Writing Prospectus) as the Representatives may reasonably request. As used herein, the term "Prospectus Delivery Period" means such period of time after the first date of the public offering of the Shares as in the reasonable opinion of counsel for the Underwriters, the Forward Purchaser or the Forward Seller a prospectus relating to the Shares is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Shares by any Underwriter or dealer, the Forward Purchaser or the Forward Seller.

(c) *Amendments or Supplements, Issuer Free Writing Prospectuses.* Before preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement or the Prospectus, whether before or after the time that the Registration Statement becomes effective, the Company will furnish to the Representatives, the Forward Purchaser, the Forward Seller and counsel for the Underwriters, the Forward Purchaser and the Forward Seller a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives, the Forward Purchaser or the Forward Seller reasonably objects.

(d) *Notice to the Representatives, the Forward Purchaser and the Forward Seller.* The Company will advise the Representatives, the Forward Purchaser and the Forward Seller promptly, and confirm such advice in writing, (i) when any amendment to the Registration Statement has been filed or becomes effective; (ii) when any supplement to the Prospectus or any Issuer Free Writing Prospectus or any amendment to the Prospectus has been filed or distributed; (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information; (iv) of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package or the Prospectus or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (v) of the occurrence of any event within the Prospectus Delivery Period as a result of which the Prospectus, the Pricing Disclosure Package or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Pricing Disclosure Package or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; (vi) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act; and (vii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Shares for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use its reasonable best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Pricing Disclosure Package or the Prospectus or suspending

any such qualification of the Shares and, if any such order is issued, will use its reasonable best efforts to obtain as soon as possible the withdrawal thereof.

(e) *Ongoing Compliance.* (1) If during the Prospectus Delivery Period (i) any event shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law,

the Company will immediately notify the Underwriters, the Forward Purchaser and the Forward Seller thereof and prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Underwriters, the Forward Purchaser and the Forward Seller and to such dealers as the Representatives

may designate such amendments or supplements to the Prospectus as may be necessary so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law and (2) if at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which the Pricing Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Pricing Disclosure Package to comply with law, the Company will immediately notify the Underwriters, the

Forward Purchaser and the Forward Seller thereof and prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Underwriters, the Forward Purchaser and the Forward Seller and to such dealers as the Representatives may designate such amendments or supplements to the Pricing Disclosure Package as may be necessary so that the statements in the Pricing Disclosure Package as so amended or supplemented will not, in the light of the circumstances existing when the Pricing Disclosure Package is delivered to a purchaser, be misleading or so that the Pricing Disclosure Package will comply with law.

(f) *Blue Sky Compliance.* The Company will qualify the Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives, the Forward Purchaser and the Forward Seller shall reasonably request and will continue such qualifications in effect so long as required for distribution of the Shares; provided that the Company shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(g) *Earning Statement.* The Company will make generally available to its security holders and the Representatives, the Forward Purchaser and the Forward Seller as soon as practicable an earnings statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the “effective date” (as defined in Rule 158) of the Registration Statement; *provided, however, that* (1) such delivery requirements to the Company's security holders shall be deemed met by the Company's compliance with its reporting requirements pursuant to the Exchange Act if such compliance satisfies the conditions of Rule 158 and (2) such delivery requirements to the Representatives, the Forward Purchaser and the Forward Seller shall be deemed met by the Company if the related reports are available on the Commission's Electronic Data Gathering Analysis and Retrieval System.

(h) *Clear Market.* For a period of 90 days after the date of the Prospectus, the Company will not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, or file with the Commission a registration statement under the Securities Act relating to, any shares of Stock or any securities convertible into or exercisable or exchangeable for Stock, or publicly disclose the intention to make any offer, sale, pledge, disposition or filing, or (ii) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Stock or any such other securities, whether any such transaction described in clause (i) or (ii) above is to be

settled by delivery of Stock or such other securities, in cash or otherwise, without the prior written consent of Barclays Capital Inc., other than (w) the Company Shares to be sold hereunder, if any, (x) any shares of Common Stock issued and delivered pursuant to the Forward Sale Agreement, (y) any shares of Stock of the Company issued or sold pursuant to any stock incentive plan or employee stock purchase plan of the Company in effect at, or the dividend reinvestment plan approved by the Company's Board of Directors

prior to, the Applicable Time or (z) shares of Stock the Company may issue upon the settlement of dividend equivalent rights outstanding at the Applicable Time.

(i) *Use of Proceeds.* The Company will apply the net proceeds from the sale of the Company Shares, if any, and the net proceeds, if any, due upon settlement of the Forward Sale Agreement as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus under the heading “Use of proceeds”.

(j) *No Stabilization.* The Company will not take, directly or indirectly, any action designed to or that could reasonably be expected to cause or result in any stabilization or manipulation of the price of any security in order to facilitate the sale or resale of the Shares.

(k) *Exchange Listing.* The Company will use its reasonable best efforts to list on the New York Stock Exchange, upon issuance by the Company, (i) the Company Shares to be issued and sold by the Company hereunder, if any, and (ii) the shares of Common Stock (if any) to be issued to the Forward Purchaser pursuant to the Forward Sale Agreement, whether pursuant to Physical Settlement, Net Share Settlement or as a result of an Acceleration Event (as such terms are defined in the Forward Sale Agreement or otherwise).

(l) *Reports.* During the period commencing on the Closing Date and ending on the later of (i) the date that is two years following the Closing Date or (ii) the end of the Prospectus Delivery Period, the Company will furnish to the Representatives, the Forward Purchaser and the Forward Seller, as soon as they are available, copies of all reports or other communications (financial or other) furnished to holders of the Shares, and copies of any reports and financial statements furnished to or filed with the Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act or any national securities exchange or automatic quotation system; provided the Company will be deemed to have furnished such reports and financial statements to the Representatives, the Forward Purchaser and the Forward Seller to the extent they are filed on the Commission's Electronic Data Gathering, Analysis, and Retrieval system.

(m) *Record Retention.* The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

(n) *OPUC Order.* The Company will timely comply with all conditions of the OPUC Order that are required to be satisfied by it after the date of this Agreement.

5. Certain Agreements of the Underwriters, the Forward Purchaser and the Forward Seller. Each Underwriter, the Forward Purchaser and the Forward Seller hereby severally represents and agrees that:

(a) Neither it nor any Participating Affiliate has used, authorized use of, referred to or participated in the planning for use of, and such Underwriter, Forward Purchaser or Forward Seller, as the case may be, will not (and will cause any Participating Affiliate of it not to) use, authorize use of, refer to or participate in the planning for use of, any “free writing prospectus”, as defined in Rule 405 under the Securities Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company) other than (i) a free writing prospectus that contains no “issuer information” (as defined in Rule 433(h)(2) under the Securities Act) that was not included (including through incorporation by reference) in the Preliminary Prospectus or a previously filed Issuer Free Writing Prospectus, (ii) any Issuer Free Writing Prospectus listed on Annex B or prepared pursuant to Section 3.A(c) or Section 4(c) above (including any electronic road show), or (iii) any free writing prospectus prepared by such Underwriter,

Forward Purchaser or Forward Seller and approved by the Company in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), being, an “Underwriter Free Writing Prospectus”).

(b) Neither it nor any Participating Affiliate of it has, and such Underwriter, Forward Purchaser or Forward Seller, as the case may be, will not (and will cause any Participating Affiliate of it not to), without the prior written consent of the Company, use any free writing prospectus that contains the final terms of the Shares unless such terms have previously been included in a free writing prospectus filed with the Commission; *provided* that any Underwriter, the Forward Purchaser and the Forward Seller and any Participating Affiliate of any of them may use a term sheet substantially in the form of Annex C hereto without the consent of the Company; *provided further* that any Underwriter, the Forward Purchaser or the Forward Seller or any Participating Affiliate of any of them using such term sheet shall notify the Company, and provide a copy of such term sheet to the Company, prior to, or substantially concurrently with, the first use of such term sheet.

(c) Neither it nor any Participating Affiliate of it is subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Company if any such proceeding against it or any Participating Affiliate of it is initiated during the Prospectus Delivery Period).

6. Conditions of the Obligations of the Underwriters and the Forward Seller. The obligation of each Underwriter to purchase the Underwritten Shares on the Closing Date or the Option Shares on any Additional Closing Date, as the case may be, and the obligations of the Forward Seller to deliver and sell the Borrowed Shares on the Closing Date to the Underwriters, in each case as provided herein is subject to the performance by the Company of its covenants and other obligations hereunder and to the following additional conditions:

(a) *Registration Compliance; No Stop Order.* No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose, pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Securities Act) and in accordance with Section 4(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives, the Forward Purchaser and the Forward Seller.

(b) *Representations and Warranties.* The representations and warranties of the Company contained herein shall be true and correct on the date hereof and on and as of the Closing Date or the relevant Additional Closing Date, as the case may be; and the statements of the Company and its officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date or the relevant Additional Closing Date, as the case may be.

(c) *No Downgrade.* Subsequent to the earlier of (A) the Applicable Time and (B) the execution and delivery of this Agreement, if there are any debt securities or preferred stock of, or guaranteed by, the Company or any of its subsidiaries that are rated by a “nationally recognized statistical rating organization,” as such term is defined in Section 3(a)(62) of the Exchange Act, (i) no downgrading shall have occurred in the rating accorded any such debt securities or preferred stock and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of any such debt securities or preferred stock (other than an announcement with positive implications of a possible upgrading).

(d) *No Material Adverse Change.* No event or condition of a type described in Section 3.A(g) hereof shall have occurred or shall exist, which event or condition is not described in the Pricing Disclosure Package (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto) and the effect of which in the reasonable judgment of the Representatives, the Forward Purchaser or the Forward Seller makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Shares on the Closing Date or the relevant Additional Closing Date, as the

case may be, on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

(e) *Officer's Certificate.* The Representatives, the Forward Purchaser and the Forward Seller shall have received on and as of the Closing Date or, with respect to the Representatives, the relevant Additional Closing Date, as the case may be, a certificate of the chief financial officer or chief accounting officer of the Company and one additional senior executive officer of the Company who is reasonably satisfactory to the Representatives (i) confirming that such officers have carefully reviewed the Registration Statement, the Pricing Disclosure Package and the Prospectus and, to the knowledge of such officers, the representations set forth in Sections 3.A(b) and 3.A(d) hereof are true and correct, (ii) confirming that, to the knowledge of such officers, the other representations and warranties of the Company in this Agreement are true and correct and that the Company has complied with all agreements hereunder to be performed prior to or at such time and satisfied all conditions on its part to be performed or satisfied hereunder prior to or at such time, in each case at or prior to the Closing Date or the relevant Additional Closing Date, as the case may be, and (iii) subject to the knowledge of such officers, to the effect set forth in paragraphs (a), (c) and (d) above.

(f) *Comfort Letters.* On the date of this Agreement and on the Closing Date or the relevant Additional Closing Date, as the case may be, Deloitte & Touche LLP shall have furnished to the Representatives and the Forward Seller, at the request of the Company, letters, dated the respective dates of delivery thereof and addressed to the Underwriters and the Forward Seller, in form and substance reasonably satisfactory to the Representatives and the Forward Seller, containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Pricing Disclosure Package and the Prospectus; provided, that the letter delivered on the Closing Date or the relevant Additional Closing Date, as the case may be, shall use a "cut-off" date no more than three business days prior to such Closing Date or such Additional Closing Date, as the case may be.

(g) *Opinions and 10b-5 Statement of Counsel for the Company.* Each of Skadden, Arps, Slate, Meagher & Flom LLP, counsel for the Company, and the General Counsel of the Company shall have furnished to the Representatives, the Forward Purchaser and the Forward Seller, at the request of the Company, their written opinion and, in the case of Skadden, Arps, Slate, Meagher & Flom LLP, their 10b-5 statement, in each case dated the Closing Date or the relevant Additional Closing Date, as the case may be, and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Annexes A1 and A2 hereto.

(h) *Opinion and 10b-5 Statement of Counsel for the Underwriters.* The Representatives, the Forward Purchaser and the Forward Seller shall have received on and as of the Closing Date or the relevant Additional Closing Date, as the case may be, an opinion and 10b-5 statement of Latham & Watkins LLP, counsel for the Underwriters, with respect to such matters as the Representatives, the Forward Purchaser and the Forward Seller may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(i) *No Legal Impediment to Issuance.* No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date or the relevant Additional Closing Date, as the case may be, prevent the issuance or sale of the Shares; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date or the relevant Additional Closing Date, as the case may be, prevent the issuance or sale of the Shares.

(j) *Active Status; Good Standing.* The Representatives, the Forward Purchase and the Forward Seller shall have received on and as of the Closing Date or the Additional Closing Date, as the



case may be, satisfactory evidence of the active status of the Company in the State of Oregon and its good standing as a foreign entity in such other jurisdictions as the Representatives, the Forward Purchaser and

the Forward Seller may reasonably request, in each case in writing or any standard form of telecommunication from the appropriate governmental authorities of such jurisdictions.

(k) *Exchange Listing.* The Company Shares, if any, to be issued and sold by the Company hereunder on the Closing Date or the relevant Additional Closing Date, and the shares of Common Stock (if any) deliverable to the Forward Purchaser pursuant to the Forward Sale Agreement, whether pursuant to Physical Settlement, Net Share Settlement, as a result of an Acceleration Event (as such terms are defined in the Forward Sale Agreement or otherwise, in each case, shall have been approved for listing on the New York Stock Exchange, subject to official notice of issuance.

(l) *Lock-up Agreements.* The “lock-up” agreements, each substantially in the form of Exhibit A hereto, between you and certain officers of the Company listed in Exhibit B relating to sales and certain other dispositions of shares of Company Common Stock or certain other securities, delivered to you on or before the date hereof, shall be in full force and effect on the Closing Date or the relevant Additional Closing Date, as the case may be.

(m) *Additional Documents.* On or prior to the Closing Date or, with respect to the Representatives, the relevant Additional Closing Date, as the case may be, the Company shall have furnished to the Representatives, the Forward Purchaser and the Forward Seller, as applicable, such further certificates and documents as the Representatives, the Forward Purchaser and the Forward Seller, as applicable, may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters, the Forward Purchaser or the Forward Seller, as applicable.

## 7. Indemnification and Contribution.

(a) *Indemnification by the Company.* The Company agrees to indemnify and hold harmless each Underwriter, the Forward Purchaser and the Forward Seller, each of their respective affiliates, directors and officers and each person, if any, who controls such Underwriter, Forward Purchaser or Forward Seller within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages and liabilities (including, without limitation, legal fees and other expenses reasonably incurred in connection with defending or investigating any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, (ii) or any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus, any “issuer information” filed or required to be filed pursuant to Rule 433(d) under the Securities Act, or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), or caused by any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Underwriter, the Forward Purchaser or the Forward Seller furnished to the Company in writing by such Underwriter, Forward Purchaser or Forward Seller through the Representatives expressly for use therein, it being understood and agreed that the only such information furnished by any Underwriter, the Forward Purchaser or the Forward Seller consists of the information described as such in subsection (b) below.

(b) (i) *Indemnification by the Underwriters.* Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement, the Forward Purchaser, the Forward Seller, each of the directors and officers of the Forward Purchaser and Forward Seller, and each person, if any, who controls the Company, the Forward Purchaser or the Forward Seller within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities (including,

without limitation, legal fees and other expenses reasonably incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Underwriter furnished to the Company in writing by such Underwriter through the Representatives expressly for use in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), it being understood and agreed upon that the only such information furnished by any Underwriter consists of the following information in the Prospectus furnished on behalf of each Underwriter: the Underwriters' names on the cover page and in the first paragraph under the caption "Underwriting (Conflicts of Interest)," the statements regarding delivery of shares by the Underwriters set forth on the cover page and the information relating to stabilization by the Underwriters appearing under the caption "Underwriting (Conflicts of Interest)—Stabilization, Short Positions and Penalty Bids."

(ii) *Indemnification by the Forward Seller.* The Forward Seller agrees to indemnify and hold harmless the Company, its directors, its officers who signed the Registration Statement, each Underwriter, each of the directors and officers of each Underwriter, and each person, if any, who controls the Company or any of the Underwriters within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities (including, without limitation, legal fees and other expenses reasonably incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred) that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to the Forward Seller or the Forward Purchaser furnished to the Company in writing by the Forward Seller or the Forward Purchaser expressly for use in the Registration Statement, the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus or any Pricing Disclosure Package (including any Pricing Disclosure Package that has subsequently been amended), it being understood and agreed upon that the only such information furnished by the Forward Seller or the Forward Purchaser consists of the following information in the Prospectus: the statement regarding affiliation with Barclays Capital Inc. on the cover page.

(c) *Notice and Procedures.* If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person, be counsel to the Indemnifying Person) to represent the Indemnified Person in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person;

or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such fees and expenses shall be paid or reimbursed as they are incurred. Any such separate firm for any Underwriter, the Forward Purchaser, the Forward Seller, each of their respective affiliates, directors and officers and any control persons of such Underwriter, Forward Purchaser or Forward Seller shall be designated in writing by Barclays Capital Inc., upon consultation with the Representatives, and any such separate firm for the

Company, its directors, its officers who signed the Registration Statement and any control persons of the Company shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any Indemnified Person.

(d) *Contribution.* If the indemnification provided for in paragraphs (a) and (b) above is unavailable to an Indemnified Person or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Person, on the one hand, and the Indemnified Person on the other, from the offering of the Shares or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Indemnifying Person, on the one hand, and the Indemnified Person on the other, in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company, the Underwriters and the Forward Seller shall be deemed to be in the same respective proportions as the net proceeds (before deducting expenses) received by the Company (which proceeds shall include the proceeds to be received by the Company pursuant to the Forward Sale Agreement assuming Physical Settlement (as such term is defined in the Forward Sale Agreement) of the Forward Sale Agreement on the Effective Date (as such term is defined in the Forward Sale Agreement)), the total underwriting discounts and commissions received by the Underwriters, and the aggregate Spread (as defined in the Forward Sale Agreement) received by the Forward Purchaser under the Forward Sale Agreement, net of any costs associated therewith, as reasonably determined by the Forward Seller, bear to the aggregate offering price of the Shares. The relative fault of the Indemnifying Person, on the one hand, and the Indemnified Person on the other, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company, the Underwriters or the Forward Seller and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) *Limitation on Liability.* The Company, the Underwriters and the Forward Seller agree that it would not be just and equitable if contribution pursuant to paragraph (d) above were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Person in defending against or investigating any such action or claim. Notwithstanding the provisions of paragraphs (d) and (e), in no event shall an Underwriter be required to

contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Shares exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to paragraphs (d) and (e) are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies.* The remedies provided for in this Section 7 paragraphs (a) through (e) are not exclusive and shall not limit any rights or remedies which may otherwise be available to any Indemnified Person at law or in equity.

8. Issuance and Sale by the Company.

(a) *Company Top-Up Shares.* In the event that (i) all the Conditions are not satisfied on or prior to the Closing Date and the Forward Seller elects, pursuant to Section 2(c) not to deliver the Borrowed Shares deliverable by the Forward Seller, as applicable, (ii) in the Forward Purchaser's commercially reasonable judgment, the Forward Seller is unable to borrow and deliver for sale under this Agreement a number of shares of Common Stock equal to the number of the Borrowed Shares, or (iii) in the Forward Purchaser's commercially reasonable judgment, the Forward Seller would incur a stock loan cost of more than a rate equal to 50 basis points per annum to do so, then, in each case, if the conditions set forth in Section 6 hereof have been satisfied and this Agreement has not been terminated, the Company shall issue and sell to the Underwriters, pursuant to Section 2 hereof, in whole but not in part, an aggregate number of shares of Common Stock equal to the number of Borrowed Shares that the Forward Seller does not so deliver and sell to the Underwriters. In connection with any such issuance and sale by the Company, the Company or the Representatives shall have the right to postpone the Closing Date for a period not exceeding three business days in order to effect any required changes in any documents or arrangements. The shares of Common Stock sold by the Company to the Underwriters pursuant to this Section 8(a) in lieu of Borrowed Shares are referred to herein as the "Company Top-Up Shares."

(b) *Exclusion of Liability.* Neither the Forward Purchaser nor the Forward Seller shall have any liability whatsoever for any Borrowed Shares that the Forward Seller does not deliver and sell to the Underwriters or any other party if (i) all of the Conditions are not satisfied on or prior to the Closing Date and the Forward Seller elects, pursuant to Section 2(c) not to deliver and sell to the Underwriters the Borrowed Shares, (ii) in the Forward Purchaser's commercially reasonable judgment, the Forward Seller is unable to borrow and deliver for sale under this Agreement on the Closing Date a number of shares of Common Stock equal to the number of the Borrowed Shares, or (iii) in the Forward Purchaser's commercially reasonable judgment, the Forward Seller would incur a stock loan cost of more than a rate equal to 50 basis points per annum to do so.

9. Effectiveness of Agreement. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

10. Termination. This Agreement may be terminated in the absolute discretion of the Representatives or the Forward Seller, by notice to the Company, if after the execution and delivery of this Agreement and prior to the Closing Date or, in the case of the Option Shares, prior to the relevant Additional Closing Date, (i) trading generally shall have been suspended or materially limited on or by any of the New York Stock Exchange, the American Stock Exchange, the Nasdaq Stock Market, the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade; (ii) trading of any securities issued or guaranteed by the Company shall have been suspended on any exchange or in any over-the-counter market; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, and the effect of such outbreak, escalation, change, calamity or crisis on the financial markets of the United States, in the reasonable judgment of the Representatives, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Shares on the Closing

Date or the relevant Additional Closing Date, as the case may be, on the terms and in the manner contemplated by this Agreement, the Pricing Disclosure Package and the Prospectus.

#### 11. Defaulting Underwriter.

(a) If, on the Closing Date or any Additional Closing Date, as the case may be, any Underwriter defaults on its obligation to purchase the Shares that it has agreed to purchase hereunder on such date, the non-defaulting Underwriters may in their discretion arrange for the purchase of such Shares by other persons satisfactory to the Company on the terms contained in this Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Shares, then the Company shall be entitled but not obligated to, for a further period of 36 hours, seek to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Shares on such terms. If other persons become obligated or agree to purchase the Shares of a defaulting Underwriter, either the non-defaulting Underwriters or the Company may postpone the Closing Date or the relevant Additional Closing Date, as the case may be, for up to five full business days in order to effect any changes that, in the opinion of counsel for the Company or counsel for the Underwriters,

may be necessary in the Registration Statement and the Prospectus or in any other document or arrangement, and the Company agrees to promptly prepare any amendment or supplement to the Registration Statement and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto that, pursuant to this Section 11, purchases Shares that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Company as provided in paragraph (a) above, the aggregate number of Shares that remain unpurchased on the Closing Date or the relevant Additional Closing Date, as the case may be, does not exceed one-eleventh of the aggregate number of Shares to be purchased on such date, then the Company shall have the right to require each non-defaulting Underwriter to purchase the number of Shares that such Underwriter agreed to purchase hereunder on such date plus such Underwriter's pro rata share (based on the number of Shares that such Underwriter agreed to purchase on such date) of the Shares of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Shares of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and, if undertaken by the Company, the Company as provided in paragraph (a) above, the aggregate number of Shares that remain unpurchased on the Closing Date or the relevant Additional Closing Date, as the case may be, exceeds one-eleventh of the aggregate amount of Shares to be purchased on such date, or if the Company shall not exercise the right described in paragraph (b) above, then this Agreement or, with respect to any Additional Closing Date, the obligation of the Underwriters to purchase Shares on such Additional Closing Date shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 11 shall be without liability on the part of the Company, except that the Company will continue to be liable for the payment of expenses as set forth in Section 12 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Company or any non-defaulting Underwriter for damages caused by its default.

#### 12. Payment of Expenses.

(a) Whether or not the transactions contemplated by this Agreement, the Forward Sale Agreement are consummated or this Agreement, the Forward Sale Agreement is terminated, the Company will pay or cause to be paid all costs and expenses incident to the performance of its obligations under this Agreement, the Forward Sale Agreement, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Shares and any taxes payable in that connection; (ii) the costs incident to the preparation, printing

and filing under the Securities Act of the Registration Statement, the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Pricing Disclosure Package and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Company's counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification of the Shares under the state or foreign securities or blue sky laws of such jurisdictions as the Representatives, the Forward Purchaser or the Forward Seller may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related reasonable fees and expenses of counsel for the Underwriters, the Forward Purchaser and the Forward Seller); (vi) the cost of preparing stock certificates; (vii) the costs and charges of any transfer agent and any registrar; (viii) all expenses and application fees incurred in connection with any filing with, and clearance of the offering by, FINRA (including reasonable fees and expenses of counsel to the Underwriters, which shall not exceed an aggregate of \$15,000 when taken together with the fees and expenses of counsel set forth in clause (v) above); (ix) all expenses incurred by the Company or the Underwriters in connection with any "road show" presentation to potential investors; and (x) all expenses and application fees related to the listing of any Company Shares and any shares issuable pursuant to the Forward Sale Agreement on the Exchange. Notwithstanding the foregoing, it is understood and agreed that, except as expressly provided in Sections 7 and 12(b), the Underwriters will pay all of their own costs and expenses, including, without limitation, fees and disbursements of their counsel (other than for blue sky and FINRA matters provided above in this Section 12(a), and transfer taxes on the resale by them of any of the Shares.

(b) If (i) this Agreement is terminated pursuant to Section 10, (ii) the Company for any reason fails to tender the Company Shares, if any, for delivery to the Underwriters or fails to deliver any shares issuable pursuant to the Forward Sale Agreement or (iii) the Underwriters decline to purchase the Shares for any reason permitted under this Agreement, the Company agrees to reimburse the Underwriters, the Forward Purchaser and the Forward Seller for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters, the Forward Purchaser and the Forward Seller in connection with the Transaction Documents and the transactions contemplated thereby, and the Company shall not in any event be liable to any of the Underwriters, the Forward Purchaser or the Forward Seller for any other amount, including, without limitation, damages on account of loss of anticipated profits from the sale of the Shares.

13. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to in Section 7 hereof. Nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein. No purchaser of Shares from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

14. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Company, the Underwriters, the Forward Purchaser and the Forward Seller contained in this Agreement or made by or on behalf of the Company, the Underwriters, the Forward Purchaser or the Forward Seller pursuant to this Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Shares and shall remain in full force and effect, regardless of any termination of this Agreement, the Forward Sale Agreement or any investigation made by or on behalf of the Company, the Underwriters, the Forward Purchaser or the Forward Seller.

15. Certain Defined Terms. For purposes of this Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City; and (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act; and the term "significant subsidiary" has the meaning set forth in Rule 1-02(w) of Regulation S-X under the Exchange Act.

16. Miscellaneous.

(a) *Notices.* All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to the Representatives at Barclays Capital Inc., 745 7th Avenue, New York, New York 10019 fax: (646) 834-8133), Attention: Syndicate Registration; J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York, 10179, Attention: Equity Syndicate Desk, Facsimile (212) 622-8358); Wells Fargo Securities, LLC, 375 Park Avenue, New York, New York 10152, Attention of Equity Syndicate, fax no. 212-214-5918 (with such fax to be confirmed by telephone to 800-326-5897); Merrill Lynch at One Bryant Park, New York, New York 10036, attention of Syndicate Department (facsimile: (646) 855-3073), with a copy to ECM Legal (facsimile: (212) 230-8730). Notices to the Company shall be given to it at Portland General Electric Company, 121 SW Salmon Street, 1WTC 1711, Portland, Oregon 97204 (fax: (503) 464-2236); Attention: Assistant Treasurer.

(b) *Governing Law.* This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in such state.

(c) *Counterparts.* This Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument.

(d) *Amendments or Waivers.* No amendment or waiver of any provision of this Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(e) *Headings.* The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Agreement by signing in the space provided below.

Very truly yours,

PORTLAND GENERAL ELECTRIC COMPANY

By: /s/ James F. Lobdell

Name: James F. Lobdell  
Title: Senior Vice President, Finance,  
Chief Financial Officer and Treasurer

BARCLAYS CAPITAL INC.,

Acting in its capacity as Forward Seller and as agent for  
Barclays Bank PLC

By: /s/ Rob Stowe

Name: Rob Stowe  
Title: Managing Director

BARCLAYS BANK PLC,

Acting in its capacity as Forward Purchaser, solely as the  
recipient and/or beneficiary of certain representations,  
warranties and agreements and party to certain indemnities  
set forth in this Agreement

By: /s/ Paul Robinson

Name: Paul Robinson  
Title: Managing Director

Accepted: JUNE , 2013

BARCLAYS CAPITAL INC.

J.P. MORGAN SECURITIES LLC

WELLS FARGO SECURITIES, LLC

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED

Acting on behalf of themselves and the several



Underwriters listed in Schedule 1 hereto.

BARCLAYS CAPITAL INC.

By: /s/ Rob Stowe

Name: Rob Stowe

Title: Managing Director

J.P. MORGAN SECURITIES LLC

By: /s/ Benjamin Burdett

Name: Benjamin Burdett

Title: Vice President

WELLS FARGO SECURITIES, LLC

By: /s/ David Herman

Name: David Herman

Title: Director

MERRILL LYNCH, PIERCE, FENNER & SMITH  
INCORPORATED

By: /s/ Michael Dunne

Name: Michael Dunne

Title: Managing Director

<b><u>Underwriter</u></b>	<b><u>Number of Shares</u></b>	
Barclays Capital Inc. ....	4,440,000	
J.P. Morgan Securities LLC .....	<u>2,220,000</u>	
Wells Fargo Securities, LLC .....	<u>2,220,000</u>	
Merrill Lynch, Pierce, Fenner & Smith Incorporated .....	<u>1,332,000</u>	
Morgan Stanley & Co. LLC .....	<u>888,000</u>	
Total	<u>11,100,000</u>	

## [Form of Opinion of General Counsel]

1. No notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g) (2) under the Securities Act has been received by the Company, and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Company or in connection with the offering is pending or, to my knowledge, threatened by the Commission.
2. The Company and each of its subsidiaries are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, except where the failure to be so qualified would not, individually or in the aggregate, have a Material Adverse Effect.
3. The Company and each of its subsidiaries have been duly organized and are validly existing and in good standing under the laws of the State of Oregon and have all corporate power and corporate authority necessary to own or hold their respective properties and to conduct the respective businesses in which they are engaged, as described in the Prospectus, except where the failure to have such power or authority would not, individually or in the aggregate, have a Material Adverse Effect.
4. To my knowledge, except as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus, there are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Company or any of its subsidiaries is or may be a party or to which any property of the Company or any of its subsidiaries is or may be the subject which, individually or in the aggregate, if determined adversely to the Company or any of its subsidiaries, could reasonably be expected to have a Material Adverse Effect; and to my knowledge, no such investigations, actions, suits or proceedings are threatened or contemplated by any governmental or regulatory authority or threatened by others.
5. To my knowledge, there are no contracts or other documents that are required under the Securities Act to be filed as exhibits to the Registration Statement or described in the Registration Statement or the Prospectus and that have not been so filed as exhibits to the Registration Statement or described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.
6. The Company has all necessary corporate power and corporate authority to execute, deliver and perform its obligations under each of the Transaction Documents, and all corporate action required to be taken for the due authorization, execution and delivery by the Company of each of the Transaction Documents and the consummation by the Company of the transactions contemplated thereby or by the Pricing Disclosure Package and the Prospectus has been duly and validly taken.
7. The Company has an authorized capital as set forth in the first sentence under “Description of common stock and preferred stock” in the Prospectus; all the issued and outstanding shares of capital stock of the Company have been duly and validly authorized and issued and are fully paid and non-assessable other than shares of restricted stock that have not yet vested; the capital stock of the Company conforms in all material respects to the description thereof contained in the Registration Statement, the Pricing Disclosure Package and the Prospectus.
8. Each of the Transaction Documents has been duly authorized by the Company, and has been duly executed and delivered by the Company.
9. The execution, delivery and performance by the Company of its obligations under each of the Transaction Documents, the issuance and sale of the Company Shares, if any, being delivered on the Closing Date and the consummation by the Company of the transactions contemplated by the Transaction Documents will not (i) conflict with, breach or violate any of the terms or provisions of, or constitute a default under, or create or impose any lien,

charge or encumbrance upon any property or assets of the Company pursuant to, any material indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its subsidiaries is a

party or by which the Company or any of its subsidiaries is bound or to which any of the property or assets of the Company or any of its subsidiaries is subject or (ii) violate the provisions of the charter or by-laws or equivalent organizational documents of the Company or any of its subsidiaries, except, in the case of clause (i) above, for such conflicts, breaches, violations or defaults that would not, individually or in the aggregate, have a Material Adverse Effect.

10. The execution, delivery and performance by the Company of its obligations under each of the Transaction Documents, the issuance and sale of the Company Shares, if any, being delivered on the Closing Date and the consummation by the Company of the transactions contemplated by the Transaction Documents will not violate any law or statute of the State of Oregon or any judgment, order or regulation applicable to the Company of any court or arbitrator or governmental or regulatory authority of the State of Oregon having jurisdiction over the Company, except for such violations that would not, individually or in the aggregate, have a Material Adverse Effect, except that I have not been requested to, and do not, express any opinions with respect to any blue sky or other state securities laws or regulations.

11. No consent, approval, authorization, license, order, registration, qualification, filing or decree applicable to the Company of or with any court or arbitrator or governmental or regulatory authority or public body of the State of Oregon having jurisdiction over the Company is necessary or required on the part of the Company or any of its subsidiaries for (i) the execution, delivery and performance by the Company of its obligations under the Transaction Documents, and the compliance by the Company with the terms thereof, (ii) the issuance and sale of the Company Shares, if any, being delivered on the Closing Date and (iii) the consummation by the Company of the transactions contemplated by the Transaction Documents, except for such other consents, approvals, authorizations, orders and registrations or qualifications as may be required under applicable securities laws of the State of Oregon in connection with the purchase and distribution of the Company Shares by the Underwriters, the Forward Purchaser and the Forward Seller (as to which I have not been requested to and do not express any opinion).

12. The Company Shares, if any, to be issued and sold by the Company have been duly authorized, and when delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement or the Forward Purchaser in accordance with the Forward Sale Agreement, as applicable, will be validly issued, fully paid and non-assessable. The issuance of such Company Shares is not subject to any preemptive or equivalent rights.

## [Form of Opinion of Skadden, Arps, Slate, Meagher &amp; Flom LLP]

1. The Forward Sale Agreement constitutes the valid and binding obligation of the Company, enforceable against the Company in accordance with its terms under the laws of the State of New York.
2. The statements in the Prospectus under the caption “Underwriting (Conflicts of Interest)— Forward Sale Agreement,” insofar as such statements purport to summarize certain provisions of the Forward Sale Agreement, fairly summarize such provisions in all material respects.
3. Neither the execution and delivery by the Company of the Transaction Documents nor the consummation by the Company of the transactions contemplated thereby, including the issuance and sale of the Securities: (i) constitutes a violation of, or a default under, any Scheduled Contract, (ii) contravenes any Scheduled Order, or (iii) violates any law, rule or regulation of the State of New York or the United States of America.
4. Neither the execution and delivery by the Company of the Transaction Documents nor the consummation by the Company of the transactions contemplated thereby, including the issuance and sale of the Securities, requires the consent, approval, licensing or authorization of, or any filing, recording or registration with, any governmental authority under any law, rule or regulation of the State of New York or the United States of America except for those consents, approvals, licenses and authorizations already obtained and those filings, recordings and registrations already made.
5. The statements in the Prospectus under the caption “Underwriting (Conflicts of Interest),” insofar as such statements purport to summarize certain provisions of the Underwriting Agreement, fairly summarize such provisions in all material respects.
6. The Company is not and, solely after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus, will not be an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.

Based upon the foregoing and subject to the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that under current U.S. federal income tax law, although the discussion set forth in the Prospectus under the heading “Certain U.S. federal tax considerations for non-U.S. holders of common stock” does not purport to discuss all possible U.S. federal income tax considerations relating to the ownership and disposition of the Securities, such discussion constitutes, in all material respects, a fair and accurate summary of such U.S. federal income tax considerations to non-U.S. holders (as defined in the Prospectus) who purchase the Securities pursuant to the Registration Statement, subject to the qualifications set forth in such discussion.

On the basis of the foregoing, (i) the Registration Statement, as of June [●], 2013 and the Prospectus, as of the date of the Prospectus Supplement, appeared on their face to be appropriately responsive in all material respects to the requirements of the Securities Act and the Rules and Regulations (except that in each case we do not express any view as to the financial statements, schedules and other financial information included or incorporated by reference therein or excluded therefrom) and (ii) no facts have come to our attention that have caused us to believe that the Registration Statement, as of June [●], 2013, contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or that the Prospectus, as of the date of the Prospectus Supplement and as of the date hereof contained or contains an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that in each case we do not express any view as to the financial statements, schedules and other financial information included or incorporated by reference therein or excluded therefrom, the report of management’s assessment of the effectiveness of internal controls over financial reporting or the auditors’ report on the effectiveness of the Company’s internal

controls over financial reporting, or the statements contained in the exhibits to the Registration Statement). In addition, on the basis of the foregoing, no facts have come to our attention that have caused us to believe that the Disclosure Package, as of the Applicable Time (as defined below), contained an untrue statement of a material fact

or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that in each case we do not express any view as to the financial statements, schedules and other financial information included or incorporated by reference therein or excluded therefrom, the report of management's assessment of the effectiveness of internal controls over financial reporting or the auditors' report on the effectiveness of the Company's internal controls over financial reporting, or the statements contained in the exhibits to the Registration Statement).

a. **Pricing Disclosure Package**

Issuer Free Writing Prospectus to be included in the Pricing Disclosure Package: None

b. **Pricing Information Provided Orally by Underwriters**

Price per share: \$29.50

Number of shares: 11,100,000

Option to purchase additional shares: 1,665,000

PORTLAND GENERAL ELECTRIC COMPANY.

Pricing Term Sheet

**None**

C-1



## FORM OF LOCK-UP AGREEMENT

June \_\_, 2013

BARCLAYS CAPITAL INC. As Representative of  
the several Underwriters listed in Schedule 1 to the Underwriting Agreement referred to below  
745 7<sup>th</sup> Avenue  
New York, NY 10019

Re: Portland General Electric Company --- Public Offering

Ladies and Gentlemen:

The undersigned understands that you, as Representatives of the several Underwriters, propose to enter into an Underwriting Agreement (the "Underwriting Agreement") with Portland General Electric Company, an Oregon corporation (the "Company"), providing for the public offering (the "Public Offering") by the several Underwriters named in Schedule 1 to the Underwriting Agreement (the "Underwriters"), of common stock, no par value (the "Common Stock") of the Company (the "Securities"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Underwriting Agreement.

In consideration of the Underwriters' agreement to purchase and make the Public Offering of the Securities, and for other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby agrees that, without the prior written consent of Barclays Capital Inc. on behalf of the Underwriters, the undersigned will not, during the period ending 90 days after the date of the prospectus relating to the Public Offering (the "Prospectus"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable for Common Stock (including without limitation, Common Stock or such other securities which may be deemed to be beneficially owned by the undersigned in accordance with the rules and regulations of the Securities and Exchange Commission and securities which may be issued pursuant to any stock incentive plan, employee stock purchase plan or dividend reinvestment plan of the Company, upon the settlement of dividend equivalent rights or upon exercise of a stock option or warrant), or publicly disclose the intention to make any offer, sale, pledge or disposition, (2) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of the Common Stock or such other securities, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Stock or such other securities, in cash or otherwise or (3) make any demand for or exercise any right with respect to, the registration of any shares of Common Stock or any security convertible into or exercisable or exchangeable for Common Stock. Such agreement will not prevent (a) the acquisition of Common Stock pursuant to any stock incentive plan or employee stock purchase plan of the Company in effect at, or any dividend reinvestment plan approved by the Company's Board of Directors prior to, the Applicable Time; (b) the acquisition of Common Stock upon the settlement of dividend equivalent rights outstanding at the Applicable Time; (c) transfers of shares of Common Stock to the Company or sales pursuant to a broker arrangement in satisfaction of any tax withholding obligation of the undersigned for any of the Common Stock issued pursuant to the foregoing clauses (a) and (b); and (d) transfers of shares of Common Stock to accounts that the undersigned controls that result only in a change in the form of the undersigned's beneficial ownership of securities without changing the undersigned's pecuniary interest in the securities and that do not result in the obligation to file a report pursuant to Section 16 of the Exchange Act.

In furtherance of the foregoing, the Company, and any duly appointed transfer agent for the registration or transfer of the securities described herein, are hereby authorized to decline to make any transfer of securities if such transfer would constitute a violation or breach of this Letter Agreement.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Letter Agreement. All authority herein conferred or agreed to be conferred and any obligations of the undersigned shall be binding upon the successors, assigns, heirs or personal representatives of the undersigned.

The undersigned understands that, if the Underwriting Agreement does not become effective, or if the Underwriting Agreement (other than the provisions thereof which survive termination) shall terminate or be terminated prior to payment for and delivery of the Common Stock to be sold thereunder, the undersigned shall be released from, all obligations under this Letter Agreement. The undersigned understands that the Underwriters are entering into the Underwriting Agreement and proceeding with the Public Offering in reliance upon this Letter Agreement.

This Letter Agreement and any claim, controversy or dispute arising under or related to this Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws principles thereof.

*[Signature page follows]*

Very truly yours,

*[NAME OF OFFICER]*

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

**Name:**

**Title:**

List of persons subject to lock-up agreements pursuant to Section 6(l)

1. James J. Piro
2. James F. Lobdell
3. William O. Nicholson
4. Maria M. Pope
5. Arleen N. Barnett
6. O. Bruce Carpenter
7. Carol A. Dillin
8. J. Jeffrey Dudley
9. Campbell A. Henderson
10. Stephen M. Quennoz
11. W. David Robertson
12. Kristin A. Stathis
13. Marc S. Bocci
14. Kirk M. Stevens

[PGE Letterhead]

June 17, 2013

Portland General Electric Company

121 S.W. Salmon Street

Portland, Oregon 97204

Re: Portland General Electric Company Registration Statement on Form S-3

To the Board of Directors:

I am General Counsel of Portland General Electric Company, an Oregon corporation (the "Company"), and in such capacity have acted as counsel to the Company in connection with the issuance of up to 12,765,000 shares of Common Stock of the Company, without par value (including shares that may be issued upon exercise of an option granted to the underwriters to purchase up to 1,665,000 common shares to cover over-allotments) (collectively, the "Shares"), pursuant to an Underwriting Agreement, dated as of June 11, 2013 (the "Underwriting Agreement") among Barclays Capital Inc., J.P. Morgan Securities LLC, Wells Fargo Securities, LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as representatives of the several underwriters listed in Schedule 1 to the Underwriting Agreement. The Shares will be issued in an underwritten public offering pursuant to the Company's Registration Statement on Form S-3 (Registration No. 333-170686), as filed with the Securities and Exchange Commission on November 18, 2010 (at the time it became effective, the "Registration Statement"), pursuant to the Securities Act of 1933, as amended (the "Securities Act"), and the related prospectus dated November 18, 2010 and prospectus supplement dated June 11, 2013 (collectively, the "Prospectus").

I or attorneys under my supervision (with whom I have consulted) have examined the Registration Statement, the Prospectus and documents and records of the Company and other

documents, matters of fact and questions of law that I have deemed necessary for the purposes of this opinion. In my examination, I or attorneys under my supervision (with whom I have consulted) have assumed the authenticity of original documents and the genuineness of all signatures, the conformity to the originals of all documents submitted to us as copies, and the truth, accuracy, and completeness of the information, representations, and warranties contained in the records, documents, instruments, and certificates I or others under my supervision (with whom I have consulted) have reviewed.

Based upon the foregoing, I am of the opinion that the Shares have been duly authorized and, when issued in accordance with the terms of the Underwriting Agreement, the Registration Statement and the Prospectus, the Shares will be validly issued, fully paid and nonassessable.

I hereby consent to the filing of this opinion as Exhibit 5.1 to the Current Report on Form 8-K of even date herewith, incorporated by reference into the Registration Statement, and to the reference to this firm under the heading "Legal matters" in the Prospectus. In giving this consent, I do not hereby admit that I am in the category of persons whose consent is required under Section 7 of the Securities Act or related rules nor do I admit that I am an expert with respect to any part of the Registration Statement within the meaning of the term "expert" as used in the Securities Act or related rules. This opinion is expressed as of the date hereof unless otherwise expressly stated, and I disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ J. Jeffrey Dudley

J. Jeffrey Dudley

EXECUTION VERSION

Barclays Bank PLC  
5 The North Colonnade  
Canary Wharf, London E14 4BB Facsimile:+44(20)77736461  
Telephone: +44 (20) 777 36810  
c/o Barclays Capital Inc.  
as Agent for Barclays Bank PLC  
745 Seventh Ave  
New York, NY 10019  
Telephone: +1 212 412 4000

**DATE:** June 11, 2013

**TO:** Portland General Electric Company  
**ATTENTION:** James F. Lobdell  
**TELEPHONE:** Phone:(503) 464-2723  
**FACSIMILE:** Fax: (503) 464-2222

**FROM:** Barclays Capital Inc., acting as Agent for Barclays Bank PLC  
**TELEPHONE:** 212 412 4000  
**SUBJECT:** Issuer Forward Transaction

The purpose of this letter agreement (this “**Confirmation**”) is to confirm the terms and conditions of the Transaction entered into between Barclays Bank PLC (“**Barclays**”), through its agent Barclays Capital Inc. (the “**Agent**”), and Portland General Electric Company, an Oregon corporation (“**Counterparty**”), on the Trade Date specified below (the “**Transaction**”). This Confirmation constitutes a “Confirmation” as referred to in the Agreement specified below.

This Confirmation evidences a complete and binding agreement between Barclays and Counterparty as to the terms of the Transaction to which this Confirmation relates. This Confirmation shall supplement, form a part of, and be subject to an agreement (the “**Agreement**”) in the form of the 1992 ISDA Master Agreement (Multicurrency – Cross Border) as if Barclays and Counterparty had executed an agreement in such form (without any Schedule but with the election (i) of the laws of the State of New York as the governing law, (ii) of United States Dollars (“USD”) as the Termination Currency and (iii) the other elections set forth in this Confirmation) on the Trade Date. Notwithstanding any other agreement between the parties to the contrary, the Transaction shall be the only transaction under the Agreement.

The definitions and provisions contained in the 2006 ISDA Definitions (the “**Swap Definitions**”) and the 2002 ISDA Equity Derivatives Definitions (the “**Equity Definitions**”) as published by ISDA are incorporated into this Confirmation.

Each of Barclays and Counterparty acknowledges to and agrees with the other party hereto and to and with the Agent that (i) the Agent is acting as agent for Barclays under the Transaction pursuant to instructions from Barclays, (ii) the Agent is not a principal or party to the Transaction, and may transfer its rights and obligations with respect to the Transaction (it being understood that no such transfer shall release Barclays from any rights, obligations or liabilities in respect of the Transaction), (iii) the Agent shall have no responsibility, obligation or liability, by way of issuance, guaranty, endorsement or otherwise in any manner with respect to the performance of either party under the

Transaction, (iv) Barclays and the Agent have not given, and Counterparty is not relying (for purposes of making any investment decision or otherwise) upon, any statements, opinions or representations (whether written or oral) of Barclays or the Agent, other than the representations expressly set forth in this Confirmation, the Agreement or the Underwriting Agreement, and (v) each party agrees to proceed solely against the other party, and not the Agent, to collect or recover any money or securities owed to it in connection with the Transaction. Each party hereto acknowledges and agrees that the Agent is an intended third party beneficiary hereunder. Counterparty acknowledges that the Agent is an affiliate of Barclays. Barclays will be acting for its own account in respect of this Confirmation and the Transaction contemplated hereunder. Barclays is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The time of dealing for the Transaction will be confirmed by Barclays upon written request by Counterparty. The Agent will furnish to Counterparty upon written request a statement as to the source and amount of any remuneration received or to be received by the Agent in connection with the Transaction.

**Barclays Bank PLC is not a member of the Securities Investor Protection Corporation.**

1. In the event of any inconsistency among this Confirmation, the Equity Definitions or the Agreement, the following will prevail for purposes of the Transaction in the order of precedence indicated: (i) this Confirmation; (ii) the Equity Definitions; (iii) the Swap Definitions and (iv) the Agreement.

2. Each party will make each payment specified in this Confirmation as being payable by such party not later than the specified due date, for value on that date in the place of the account specified below or otherwise specified in writing, in freely transferable funds and in a manner customary for payments in the required currency.

3. **General Terms:**

Buyer: Barclays. Seller: Counterparty. Trade Date: June 12, 2013.

Effective Date: June 17, 2013, or such later date on which the conditions set forth in Section 4 of this Confirmation have been satisfied.

Base Amount: Initially, 11,100,00 Shares, subject to reduction pursuant to Section 4(b).

Maturity Date: June 11, 2015 (or, if such date is not a Clearance System Business Day, the next following Clearance System Business Day).

Daily Forward Price: On the Effective Date, the Initial Forward Price, and on any other day, the Daily Forward Price as of the immediately preceding calendar day *multiplied by* the sum of (i) 1 *and* (ii) the Daily Rate for such day; *provided* that on each Forward Price Reduction Date (including, for the avoidance of doubt, any Forward Price Reduction Date occurring from the Trade Date to a date on or before the Effective Date), the Daily Forward Price in effect on such date shall be the Daily Forward Price otherwise in effect on such date, *minus* the Forward Price Reduction Amount for such Forward Price Reduction Date.

Initial Forward Price: USD \$28.54125 per Share.

Daily Rate: For any day, (i)(A) USD-Federal Funds Rate for such day, *minus* (B) the Spread, *divided* by (ii) 365. For the avoidance of doubt, the Daily Rate may be a negative number.

USD-Federal Funds Rate: For any day, the rate set forth for such day opposite the caption “Federal funds”, as such rate is displayed on the page “FedsOpen <Index> <GO>” on the BLOOMBERG Professional Service, or any successor page; *provided* that if no rate appears for any day on such page, the rate for the immediately preceding day for which a rate appears shall be used for such day.

Spread: 50 basis points.

Forward Price Reduction Date: As set forth on Schedule I. Forward Price Reduction

Amount: For each Forward Price Reduction Date, the Forward Price Reduction Amount set forth opposite such date on Schedule I.

Shares: Common stock, no par value per share, of Counterparty (Exchange identifier: “POR”).

Exchange: The New York Stock Exchange. Related Exchange(s): All Exchanges.

Clearance System: The Depository Trust Company.

**Valuation:**

Designated Valuation: Subject to Section 9 of this Confirmation, Counterparty shall have the right to designate a date (a “**Designated Date**”) occurring on or prior to the Maturity Date for a valuation and settlement of the Transaction with respect to all or a portion of the Undesignated Shares as of the Designated Date by written notice to Barclays, delivered no later than the applicable Settlement Method Election Date, substantially in the form attached hereto as Schedule II. The portion of the Undesignated Shares designated for valuation and settlement in respect of a Designated Date shall be the “**Designated Shares**” for such Designated Date. If the number of Undesignated Shares on the Maturity Date is greater than zero, then the Maturity Date will be a Designated Date for a Physical Settlement with a number of Designated Shares equal to such number of Undesignated Shares.

Valuation Date: With respect to any Physical Settlement, the relevant Designated Date. With respect to any Cash Settlement or Net Share Settlement, the last day of the related Unwind Period.

Undesignated Shares: At any time, the Base Amount *minus* the aggregate number of Designated Shares for all Designated Dates occurring prior to such time.



Unwind Period: For any Cash Settlement or Net Share Settlement, a period beginning on, and including, the Designated Date and ending on the date on which Barclays or its affiliates finishes unwinding Barclays' Hedge Positions in respect of such Designated Date.

Market Disruption Event: Section 6.3(a) of the Equity Definitions shall be amended by deleting the words "at any time during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" and replacing them with the words "at any time during the regular trading session on the Exchange, without regard to after hours or any other trading outside of the regular trading session hours", and by replacing "or (iii) an Early Closure" with: "(iii) an Early Closure or (iv) a Regulatory Disruption".

Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.

Any Exchange Business Day on which, as of the date hereof, the Exchange is scheduled to close prior to its normal close of trading shall be deemed not to be an Exchange Business Day; if a closure of the Exchange prior to its normal close of trading on any Exchange Business Day is scheduled following the date hereof, then such Exchange Business Day shall be deemed to be a Disrupted Day in full.

A "**Regulatory Disruption**" shall occur if Barclays determines in good faith and in its reasonable discretion, based on advice of counsel, that it is advisable, in light of legal, regulatory or self-regulatory requirements or related policies or procedures for Barclays (or its agent or affiliate) generally applicable to transactions of the type of the Transaction to refrain from all or any part of the market activity in which it would otherwise engage in connection with the Transaction.

Consequences of Disrupted Days: As set forth in Section 9 of this Confirmation.

**Settlement:**

Settlement Date: The date one Settlement Cycle following each Valuation Date. Settlement Method Election: Applicable; *provided* that Net Share Settlement shall be

deemed to be included as an additional potential settlement method under Section 7.1 of the Equity Definitions; and *provided further* that (i) the same settlement method shall apply in respect of all Designated Shares for any Designated Date and (ii) Counterparty may elect Cash Settlement or Net Share Settlement only if Counterparty delivers a settlement notice substantially in the form attached hereto as Schedule II, in which Counterparty represents and warrants to Barclays that, as of the date of such election,

(A) Counterparty is not aware of, and is not electing Cash Settlement or Net Share Settlement, as applicable, on the basis of, any material nonpublic information concerning itself or the Shares; and

(B) Counterparty is electing the settlement method and designating the related Designated Date in good faith and not as part of a plan or scheme to evade compliance with Rule 10b-5 under the Exchange Act (“**Rule 10b-5**”) or any other provision of the federal securities laws.

Electing Party: Counterparty.

Settlement Method Election Date: The third Scheduled Trading Day immediately preceding the relevant Designated Date.

Default Settlement Method: Physical Settlement.

Physical Settlement: If Physical Settlement is applicable, then on the relevant Settlement Date, Barclays will pay to Counterparty an amount equal to the product of (x) the number of Designated Shares for the related Designated Date and (y) the Daily Forward Price on such Settlement Date and Counterparty will deliver to Barclays a number of Shares equal to such number of Designated Shares. Section 9.2 of the Equity Definitions (other than the last sentence thereof) will not apply to any Physical Settlement.

Prepayment: Not Applicable.

Cash Settlement Payment Date: The Settlement Date.

Forward Cash Settlement Amount: The aggregate sum, for all Unwind Dates in the relevant Unwind Period, of the Daily Cash Settlement Amounts.

Daily Cash Settlement Amount: For any Unwind Date, the product of (i) the Daily Share Number of such Unwind Date and (ii)(A) the Settlement Price for such Unwind Date *minus* (B) the Daily Forward Price on the date one Settlement Cycle immediately following such Unwind Date (but with such Daily Forward Price determined without giving effect to any Forward Price Reduction Date that occurs after such Unwind Date).

Unwind Date: Each Exchange Business Day during the Unwind Period on which Barclays or its affiliates unwind any portion of Barclays’ Hedge Positions in respect of the relevant Designated Date.

Daily Share Number: For any Unwind Date, the number of Designated Shares with respect to which Barclays or its affiliates unwind any portion of Barclays’ Hedge Positions in respect of the relevant Designated Date. For the avoidance of doubt, in unwinding Barclays’ Hedge

Positions in respect of any Designated Shares and determining the Daily Share Number for any Unwind

Date in connection with any Net Share Settlement, Barclays or its affiliates, as applicable, will take into account, and, for such purpose, assume receipt or delivery of, a number of Shares equal to the sum of (i) (x) the Aggregate Net Share Number for such Unwind Date *minus* (y) the Aggregate Net Share Number for the immediately preceding Unwind Date of the same Unwind Period, if any (or zero if there is no such preceding Unwind Date) and (ii) the number of shares corresponding to the Unwind Adjustment Amount applicable to such Unwind Date, if any.

Settlement Price: For any Unwind Date, the weighted average price per Share at which Barclays or its affiliates unwind any portion of Barclays' Hedge Positions on such Unwind Date in respect of the relevant Designated Date.

Net Share Settlement: If Net Share Settlement is applicable, then on the relevant

Settlement Date:

- (i) if the Net Share Settlement Number is positive, then Counterparty will deliver to Barclays a number of Shares equal to the Net Share Settlement Number; and
- (ii) if the Net Share Settlement Number is negative, then Barclays will deliver to Counterparty a number of Shares equal to the absolute value of the Net Share Settlement Number;

in either case in accordance with Section 9.2 (last sentence only), 9.4, 9.8, 9.9, 9.11 (as modified herein) and, solely in the case of a delivery by Counterparty, 9.12 of the Equity Definitions as if Physical Settlement were applicable.

Net Share Settlement Number: A number of Shares equal to the sum of (i) the Aggregate Net Share Number as of the last Unwind Date in any Unwind Period and (ii) the sum of the quotients (rounded to the nearest whole number), for each Unwind Adjustment Amount for such Unwind Period, obtained by dividing (x) such Unwind Adjustment Amount by (y) the Settlement Price on the Forward Price Reduction Date relating to such Unwind Adjustment Amount.

Aggregate Net Share Number: As of any date, the aggregate sum, rounded to the nearest whole number, for all Unwind Dates in the relevant Unwind Period occurring on or prior to such date, of the quotient obtained by dividing (x) the Daily Cash Settlement Amount for such Unwind Date by (y) the Settlement Price for such Unwind Date.

Unwind Adjustment Amount: For any Unwind Period, for any Forward Price Reduction Date that occurs during the period from, and including, the date one Settlement Cycle immediately following the relevant Designated Date to, and including, the date one Settlement Cycle immediately following the relevant Valuation Date, an amount equal to the product of (i) the relevant Forward Price Reduction Amount *multiplied by* (ii)(A) if the Aggregate Net Share Number as of the date immediately prior to the relevant Forward Price Reduction Date is a positive number, such Aggregate Net Share Number or (B) otherwise, zero.

Unwound Shares: For any Unwind Period at any time, the aggregate sum of the Daily Share Numbers for all Unwind Dates in such Unwind Period that have occurred prior to such time.

Delivery of Shares: Notwithstanding anything to the contrary herein, Barclays may, by prior notice to Counterparty, satisfy its obligation to deliver any Shares or other securities on any date due (an “**Original Delivery Date**”) by making separate deliveries of Shares or such securities, as the case may be, at more than one time on or prior to such Original Delivery Date, so long as the aggregate number of Shares and other securities so delivered on or prior to such Original Delivery Date is equal to the number required to be delivered on such Original Delivery Date.

Consequences of Late Delivery: Without limiting the generality of this Confirmation, the Agreement and the Equity Definitions, if for any reason Counterparty fails to deliver when due any Shares required to be delivered hereunder and a Forward Price Reduction Date occurs on or after the date such Shares are due and on or before the date such Shares are delivered, Counterparty acknowledges and agrees that, in addition to any other amounts for which Counterparty may be liable hereunder or under law (but without duplication), Counterparty shall be liable to Barclays for an amount equal to the product of the number of Shares so due but not yet delivered on or prior to such Forward Price Reduction Date and the Forward Price Reduction Amount for such Forward Price Reduction Date.

Representation and Agreement: (i) In the case where Barclays is obligated to deliver any Shares hereunder and (ii) in the case where Counterparty is obligated to deliver any Shares hereunder, solely to the extent the Private Placement Procedures in Annex A shall apply, in either case of clauses (i) and (ii), the provisions of Section 9.11 of the Equity Definitions are hereby modified to exclude any representations therein relating to restrictions, obligations, limitations or requirements under applicable securities laws that exist as a result of the fact that Counterparty is the Issuer of the Shares.

**Share Adjustments:**

Method of Adjustment: Calculation Agent Adjustment.

**Extraordinary Events:**

Merger Event: Section 12.1(b) of the Equity Definitions shall be amended by deleting the remainder of such Section following the definition of “Reverse Merger” therein.

Announcement Date: Section 12.1(l) of the Equity Definitions shall be amended (A) by adding, after the words “public announcement” in the second line thereof, the words “by Counterparty,” (B) by deleting the parenthetical phrase in the third line and the tenth line thereof, (C) by replacing the words “leads to the” in the third line thereof with the words “if consummated, would result in” and (D) by replacing the words “leads to the Nationalization” in the tenth and eleventh lines thereof with the words “that, if consummated, would result in a Nationalization”.

Delisting: In addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall also constitute a Delisting if the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange.

Change in Law: Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase “the interpretation” in the third line thereof with the phrase “, or public announcement of the formal or informal interpretation”; and (ii) replacing the word “Shares” where it appears in clause (X) with the words “Hedge Position”.

Failure to Deliver: Not Applicable. Hedging Disruption: Not Applicable. Increased Cost of Hedging: Not Applicable.

Increased Cost of Stock Borrow: Applicable; *provided* that clause Section 12.9(b)(v) shall be deleted and replaced with the following: “If the Calculation Agent determines that the Hedging Party would, as of any date, incur a weighted-average rate to borrow Shares in respect of the Transaction (with such rate determined for any such day on the basis of the period that is the shorter of (i) a period commencing on the Effective Date and ending on, and including, such date of determination, and (ii) a period of one calendar month ending on, and including, such date of determination) that is greater than the Initial Stock Loan Rate, then, at Counterparty’s election, either

(1) the Calculation Agent shall reduce the Daily Forward Price in order to compensate Barclays for the amount by which such weighted- average rate exceeded the Initial Stock Loan Rate or (2) the Maximum Stock Loan Rate shall, as of such date of determination, be reduced to a rate equal to the Initial Stock Loan Rate; provided that, if, within one Scheduled Trading

Day of the Calculation Agent's delivery of notice of such event, Counterparty has not elected either clause (1) or (2) to apply in respect thereof, then the Hedging Party may elect, in its sole discretion, whether clause (1) or (2) will apply in respect thereof. The Calculation Agent shall notify Counterparty prior to making any such adjustment to the Daily Forward Price pursuant to clause (1) above or any reduction to the Maximum Stock Loan Rate pursuant to clause (2) above, as the case may be, and, upon the request of Counterparty, the Hedging Party shall provide an itemized list of its stock loan costs for the applicable period over which any such weighted-average rate was determined."

Initial Stock Loan Rate: 25 basis points per annum. Loss of Stock Borrow: Applicable.

Maximum Stock Loan Rate: 200 basis points per annum, subject to adjustment as described opposite "Increased Cost of Stock Borrow" above.

Hedging Party: For all applicable Additional Disruption Events, Barclays. Determining Party: For all applicable Extraordinary Events, Barclays.

Consequences of Extraordinary Events: Except as set forth above with respect to Increased Cost of Stock Borrow, in lieu of the applicable provisions contained in Article 12 of the Equity Definitions, the consequences of any applicable Extraordinary Event (including, for the avoidance of doubt, any applicable Additional Disruption Event) shall be as specified below in Section 9 of this Confirmation.

***Acknowledgements:***

Non-Reliance: Applicable. Agreements and Acknowledgements

Regarding Hedging Activities: Applicable.

Additional Acknowledgements: Applicable. Calculation Agent: Barclays.

**Account Details:**

Payments to Barclays: Barclays Bank PLC ABA: 026-002-574  
BIC: BARCUS33  
Account: 50038524  
Beneficiary: BARCGB33  
REF: Barclays Bank PLC London Equity Derivative

Payments to Counterparty: To be advised.

Delivery of Shares to Barclays: To be advised.

Delivery of Shares to Counterparty: To be advised.

4. **Conditions to Effectiveness:**

(a) The effectiveness of this Confirmation on the Effective Date shall be subject to the following conditions:

(i) The Closing Date (as defined in the Underwriting Agreement dated June 11, 2013, between Counterparty and the Agent as representative of the several Underwriters party thereto (the “**Underwriting Agreement**”)) shall have occurred as provided in the Underwriting Agreement.

(ii) Counterparty shall have delivered to Barclays an opinion of counsel dated as of the Effective Date with respect to matters set forth in Section 3(a) of the Agreement (subject to customary exceptions and limitations).

(b) Notwithstanding anything to the contrary in the foregoing, if the number of Borrowed Shares borrowed and delivered for sale by the Forward Seller on the Closing Date (each as defined in the Underwriting Agreement) under the Underwriting Agreement, as contemplated pursuant to Section 2(c) of the Underwriting Agreement, is a number less than the Base Amount specified in Section 3 above, then Barclays shall reduce the Base Amount to be a number of Shares equal to such number of Borrowed Shares borrowed and delivered for sale by the Forward Seller.

5. **Representations and Agreements of Counterparty:** Counterparty represents and warrants to, and agrees with, Barclays as of the date hereof that:

(a) Counterparty will promptly provide notice to Barclays upon obtaining knowledge of (i) the occurrence or announcement of any event that would constitute an Event of Default in respect of which it is the Defaulting Party or (ii) any Announcement Date in respect of an Extraordinary Event.

(b) A number of Shares of Counterparty equal to 15,000,000 Shares, as such number may be reduced by a number of Shares issued directly by Counterparty in the manner contemplated by the Underwriting Agreement (the “**Capped Number**”), has been reserved for issuance upon settlement of the Transaction by all required corporate actions of Counterparty. The Shares of Counterparty issuable, from time to time,

upon settlement of the Transaction have been duly authorized and, when delivered as contemplated by the terms of the Transaction upon settlement of the Transaction, will be validly issued, fully-paid and non-assessable, and the issuance of such Shares will not be subject to any pre-emptive or similar rights.

- (c) Counterparty shall not take any action to reduce or decrease the number of authorized and unissued Shares below the sum of (i) the Capped Number *plus* (ii) the total number of Shares issuable upon settlement (whether by net share settlement or otherwise) of any other transaction or agreement to which it is a party (or, if greater, the number of Shares reserved by Counterparty for settlement of or delivery under such transaction or agreement).
- (d) Counterparty will not repurchase any Shares if, immediately following such repurchase, the Base Amount would be equal to or greater than 19.9% of the

number of then-outstanding Shares and it will promptly notify Barclays immediately upon the announcement or consummation of any repurchase of Shares that, taken together with the amount of all repurchases since the date of the last such notice (or, if no such notice has been given, the Trade Date), would increase such percentage by more than 1% of the number of then-outstanding Shares. For purposes of this Section 5(d), on the second Scheduled Trading Day immediately following each Settlement Date, Cash Settlement Payment Date, "Settlement Date" and "Cash Settlement Payment Date" (or, if later, the date on which Counterparty delivers Shares to Barclays in respect of such date), as applicable, the Base Amount shall be reduced by the number of Designated Shares for such date.

- (e) As of the Trade Date and as of the date of any payment or delivery by Counterparty or Barclays hereunder, it is not and will not be "insolvent" (as such term is defined under Section 101(32) of the Bankruptcy Code).
- (f) Except with the prior written consent of Barclays, Counterparty will not, will cause its subsidiaries not to and will use its commercially reasonable efforts to cause its other "affiliated purchasers" (as defined by Rule 10b-18 under the Exchange Act ("**Rule 10b-18**") not to, at any time during any Unwind Period, (i) effect any Rule 10b-18 purchases (as defined under Rule 10b-18(a)(13)) or (ii) take any other action (including, without limitation, any direct purchases by Counterparty or any of its "affiliated purchasers" (as defined under Rule 10b-18) or any purchases by a party to a derivative transaction with Counterparty or any of its "affiliated purchasers" (as defined under Rule 10b-18)), whether under an agreement with another party or otherwise, that would cause any purchases of Shares by Barclays or any of its affiliates during any Unwind Period in connection with the Transaction not to meet the requirements of the safe harbor provided by Rule 10b-18 (determined as if as if Barclays were Counterparty or an "affiliated purchaser" (as defined in Rule 10b-18) of Counterparty and such rule were applicable to such purchases).
- (g) Counterparty will not permit any "restricted period" (as such term is defined in Regulation M promulgated under the Exchange Act ("**Regulation M**")) in respect of Shares or any security with respect to which the Shares are a "reference security" (as such term is defined in Regulation M) to occur at any time during any Unwind Period.
- (h) Counterparty shall: (i) not, during any Unwind Period, make, and will use its commercially reasonable efforts to not permit to be made, any public announcement



(as defined in Rule 165(f) under the Securities Act) of any Merger Transaction unless such public announcement is made prior to the opening or after the close of the regular trading session on the Exchange; (ii) promptly (but in any event prior to the next opening of the regular trading session on the Exchange) notify Barclays following any such announcement that such announcement has been made; (iii) promptly (but in any event prior to the next opening of the regular trading session on the Exchange) provide Barclays with written notice specifying (A) Counterparty's average daily Rule 10b-18 Purchases (as defined in Rule 10b-18) during the three full calendar months immediately preceding the Announcement Date that were not effected through Barclays or its affiliates, if any, and (B) the number of Shares, if any, purchased pursuant to the proviso in Rule

10b-18(b)(4) under the Exchange Act for the three full calendar months preceding the Announcement Date. Such written notice shall be deemed to be a certification by Counterparty to Barclays that such information is true and correct. In addition, Counterparty shall promptly notify Barclays of the earlier to occur of the completion of such transaction and the completion of the vote by target

shareholders. Counterparty acknowledges that any such notice may result in a Regulatory Disruption or may affect the length of any ongoing Unwind Period; accordingly, Counterparty acknowledges that its delivery of such notice must comply with the standards set forth in Section 11(c) of this Confirmation. "**Merger Transaction**" means any merger, acquisition or similar transaction involving a recapitalization, other than, for the avoidance of doubt, any such transaction in which the consideration is solely cash and there is no valuation period, all as contemplated by Rule 10b-18(a)(13)(iv) under the Exchange Act.

- (i) Counterparty is an "eligible contract participant" (as such term is defined in the Commodity Exchange Act, as amended).
- (j) Counterparty is not entering into the Transaction, and will not elect Cash Settlement or Net Share Settlement, to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) in violation of the Exchange Act or any other applicable securities laws or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for Shares) in violation of the Exchange Act or any other applicable securities laws.
- (k) Counterparty (i) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; (ii) will exercise independent judgment in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing; and (iii) has total assets of at least \$50 million as of the date hereof.
- (l) Without limiting the generality of Section 13.1 of the Equity Definitions, Counterparty acknowledges that Barclays is not making any representations or warranties with respect to the treatment of the Transaction, including without limitation ASC Topic 260, *Earnings Per Share*, ASC Topic 815, *Derivatives and Hedging*, FASB Statements 128, 133, as amended, 149 or 150, ASC Topic 480, *Distinguishing Liabilities from Equity*, ASC 815-40, *Derivatives and Hedging – Contracts in Entity's Own Equity* (or any successor issue statements) or under the Financial Accounting Standards Board's Liabilities & Equity Project.

- (m) Counterparty is not aware of, and Counterparty is not entering into this Confirmation or the Transaction on the basis of, any material non-public information regarding itself or the Shares; Counterparty is entering into this Confirmation and will provide any settlement method election notice in good faith and not as part of a plan or scheme to evade compliance with Rule 10b-5 or any other provision of the federal securities laws; and Counterparty has consulted with its own advisors as to the legal aspects of its adoption and implementation of this Confirmation under Rule 10b5-1 under the Exchange Act (“**Rule 10b5-1**”).
  - (n) No state or local law, rule, regulation or regulatory order applicable to the Shares would give rise to any reporting, consent, registration or other requirement (including without limitation a requirement to obtain prior approval from any person or entity) as a result of Barclays or its affiliates owning or holding (however defined) Shares (determined after giving effect to Section 18(ii) and (iii)).
  - (o) Counterparty is not, and after giving effect to the transactions contemplated hereby will not be, required to register as an “investment company” as such term is defined in the Investment Company Act of 1940, as amended.
  - (p) Counterparty understands, agrees and acknowledges that no obligations of Barclays to it hereunder shall be entitled to the benefit of deposit insurance and that such obligations shall not be guaranteed by any affiliate of Barclays or any governmental agency.
6. **Covenant of Counterparty:** The parties acknowledge and agree that, unless the Private Placement Procedures in Annex A hereto shall apply, any Shares delivered by Counterparty to Barclays on any Settlement Date will be newly issued Shares and when delivered by Barclays (or an affiliate of Barclays) to securities lenders from whom Barclays (or an affiliate of Barclays) borrowed Shares in connection with hedging its exposure to the Transaction will be freely saleable without further registration or other restrictions under the Securities Act, in the hands of those securities lenders, irrespective of whether such stock loan is effected by Barclays or an affiliate of Barclays. Accordingly, Counterparty agrees that, unless the Private Placement Procedures in Annex A hereto shall apply, the Shares that it delivers to Barclays on each Settlement Date will not bear a restrictive legend and that such Shares will be deposited in, and the delivery thereof shall be effected through the facilities of, the Clearance System.
7. **Insolvency Filing / Bankruptcy Proceedings:** The parties agree that, notwithstanding anything to the contrary herein, in the Agreement or in the Definitions, this Confirmation constitutes a contract to issue a security of Counterparty within the meaning of Section 365(c)(2) of the Bankruptcy Code and that, upon any Insolvency Filing or the occurrence of any event of the type described in Section 5(a)(vii) of the Agreement or the commencement of any other proceeding under the Bankruptcy Code (as defined below) in respect of the Issuer, the Transaction shall automatically terminate on the date thereof without further liability of either party to this Confirmation to the other party (except for any liability in respect of any breach of representation or covenant by a party under this Confirmation prior to the date of such Insolvency Filing, the occurrence of such event or the commencement of such other proceeding, as the case may be).
8. **Extraordinary Dividends:** If an ex-dividend date for an Extraordinary Dividend occurs on or after the Trade Date and on or prior to the Maturity Date (or, if later, the last date on which Shares are delivered by Counterparty to Barclays in settlement of the Transaction), Counterparty shall pay to Barclays on the earlier of (i) the date on which such Extraordinary

Dividend is paid by the Issuer to holders of record of the Shares and (ii) the Maturity Date an amount, as determined by the Calculation Agent, in cash equal to the product of (a) per Share amount of such Extraordinary Dividend, and (b) the Remaining Amount on such ex-dividend date. “**Extraordinary Dividend**” means any cash dividend or distribution declared by the Issuer with respect to the Shares that is specified by the board of directors of the Issuer as an “extraordinary” dividend. “**Remaining Amount**” means, at any time, the sum of (i) the number of Undesignated Shares as of such time, (ii)(A) if any, the number of Designated Shares for any Designated Date occurring prior to such time for which the related Unwind Period has not been completed at such time *minus* (B) the number of Unwound Shares for such Unwind Period at such time and (iii) if Net Share Settlement Number as of such time is (A) a positive number and (B) has not been delivered by Counterparty to Barclays pursuant to “Net Share Settlement” above, such Net Share Settlement Number.

9. **Acceleration Events:**

- (a) Notwithstanding anything to the contrary herein, in the Agreement or in the Equity Definitions, at any time following the occurrence of an Acceleration Event, Barclays (or, in the case of an Acceleration Event that is an Event of Default or a Termination Event, the party that would be entitled to designate an Early Termination Date in respect of such event pursuant to Section 6 of the Agreement), upon at least one Scheduled Trading Day’s notice, shall have the

right to designate any Scheduled Trading Day to be the “**Early Valuation Date**”.

- (b) If the Early Valuation Date occurs on a date that is not during an Unwind Period, then the Early Valuation Date shall be deemed to be a Designated Date for a Physical Settlement, and the number of Designated Shares for such Designated Date shall be the number of Undesignated Shares on the Early Valuation Date; *provided* that in the case of an Acceleration Event of the type described in paragraph (e)(iv) below, the number of Designated Shares for such Designated Date shall be only such number of Designated Shares necessary so that such Acceleration Event shall no longer exist after such Physical Settlement, as determined by the Calculation Agent.
- (c) If the Early Valuation Date occurs during an Unwind Period, then (i) (A) the Early Valuation Date shall be deemed to be the last Unwind Date (regardless of whether Barclays or its affiliates shall have finished unwinding Barclays’ Hedge Positions in respect of the related Designated Date), (B) a settlement shall occur in respect of such Unwind Period, and the settlement method elected by Counterparty in respect of such settlement shall apply, and (C) the number of Designated Shares for such settlement shall be deemed to be the number of Unwound Shares for such Unwind Period on the Early Valuation Date, and (ii) (A) the Early Valuation Date shall be deemed to be an additional Designated Date for a Physical Settlement and (B) the number of Designated Shares for such additional Designated Date shall be the Remaining Amount (determined without regard to clause (iii) of the definition thereof) on the Early Valuation Date; *provided* that in the case of an Acceleration Event of the type described in paragraph (e)(iv) below, the number of Designated Shares for such additional Designated Date shall be only such number of Designated Shares necessary so that such Acceleration Event shall no longer exist after such Physical Settlement, as determined by the Calculation Agent.

(d) Notwithstanding the foregoing, in the case of an Early Valuation Date that occurs due to an announcement of a Nationalization or a Merger Event, if at the time of the related Settlement Date the Shares have changed into cash or any other property or the right to receive cash or any other property, such cash, other property or right shall be deliverable instead of such Shares.

(e) “**Acceleration Event**” means:

(i) any Event of Default or Termination Event that would give either party the right to designate an Early Termination Date pursuant to Section 6 of the Agreement (upon the occurrence of which the provisions set forth in clauses (a) through (d) above shall apply in lieu of Section 6 of the Agreement);

(ii) the occurrence of an Announcement Date in respect of a Merger Event, a Nationalization or a Delisting (upon the occurrence of which the provisions set forth in clauses (a) through (d) above shall apply in lieu of Article 12 of the Equity Definitions);

(iii) the occurrence of a Change in Law;

(iv) the occurrence of a Loss of Stock Borrow;

(v) the declaration or payment by Counterparty of any dividend or

distribution on the Shares with an ex-dividend date occurring on any day following the Trade Date other than (x) any Extraordinary Dividend, (y) any dividend or distribution of the type described in Section 11.2(e)(i) or Section 11.2(e)(ii)(A) or (B) of the Equity Definitions or (z) any cash dividend for which the ex-dividend date occurs on or after a Forward Price Reduction Date (but prior to the next following Forward Price Reduction Date) that is paid to holders of Shares in an amount less than or equal to the Forward Price Reduction Amount for such Forward Price Reduction Date;

(vi) the occurrence of a Market Disruption Event during an Unwind Period and the continuance of such Market Disruption Event for at least eight Scheduled Trading Days; or

(vii) the occurrence of the Maturity Date during an Unwind Period.

(f) Under no circumstances will Barclays be entitled to an adjustment for the effects of an Extraordinary Dividend (other than as set forth in Section 8 above) or a change in expected dividends.

10. **Private Placement Procedures:** If either Barclays or Counterparty determines in good faith that the Shares that Counterparty delivers to Barclays on a Settlement Date will bear a restrictive legend or that such Shares will not be deposited in, or the delivery thereof will not be effected through the facilities of, the Clearance System, because of a change in law or a change in the policy of the Securities and Exchange Commission or its staff, or Barclays otherwise determines that in its reasonable opinion based on advice of counsel any Shares to be delivered to Barclays by Counterparty hereunder may not be freely returned by Barclays

or its affiliates to securities lenders as contemplated by Section 6 of this Confirmation, then delivery of any such Shares (the “**Restricted Shares**”) shall be effected pursuant to Annex A hereto, unless waived by Barclays.

11. **Rule 10b5-1:**

- (a) The parties acknowledge that following any election of Cash Settlement or Net Share Settlement by Counterparty, this Confirmation is intended to constitute a binding contract satisfying the requirements of Rule 10b5-1(c) of the Exchange Act and agree that this Confirmation shall be interpreted to comply with such requirements.
- (b) The times and prices at which Barclays (or its agent or affiliate) purchases any Shares during any Unwind Period shall be at Barclays’ sole discretion. Counterparty acknowledges that during any Unwind Period Counterparty does not have, and shall not attempt to exercise, any influence over how, when or whether to effect purchases of Shares or any other transactions by Barclays (or its agent or affiliate) in connection with this Confirmation. Counterparty represents, warrants and agrees that it has not entered into or altered and will not enter into or alter any corresponding or hedging transaction or position with respect to the Shares.
- (c) Counterparty hereby agrees with Barclays that during any Unwind Period Counterparty shall not communicate, directly or indirectly, any material non-public information (within the meaning of such term under Rule 10b5-1) to any employee of Barclays (or its agents or affiliates) who is directly involved with the hedging of, and trading with respect to, the Transaction; *provided* that, each Barclays Permitted Contact will be deemed not to be such an employee of Barclays (or its agents or affiliates). Counterparty acknowledges and agrees that any amendment,

modification, waiver or termination of the Transaction during any Unwind Period must be effected in accordance with the requirements for the amendment or termination of a contract, instruction or plan under Rule 10b5-1(c). Without limiting the generality of the foregoing, any such amendment, modification, waiver or termination shall be made in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b-5 under the Exchange Act, and no such amendment, modification or waiver shall be made at any time at which Counterparty is aware of, or be made on the basis of, any material non-public information regarding Counterparty or the Shares. “**Barclays Permitted Contacts**” means each of David Levin, Paul Robinson, Jaime Cohen, Anthony Ballesteros, Mustafa Saadi, Matt Danton, Anna Shearer, Eric Wang, and such other employees of Barclays (or its agents or affiliates) as notified to Counterparty from time to time.

12. **Capped Number of Shares:** Notwithstanding any other provision of the Agreement or this Confirmation, in no event will Counterparty be required to deliver in the aggregate in respect of all Settlement Dates or other dates on which Shares are delivered in respect of any amount owed under this Agreement a number of Shares greater than the Capped Number. Counterparty represents and warrants to Barclays (which representation and warranty shall be deemed to be repeated on each day that the Transaction is outstanding) that the Capped Number is equal to or less than the number of authorized but unissued Shares that are not reserved for future issuance in connection with transactions in the Shares (other than the Transaction) on the date of the determination of the Capped Number (such Shares, the “**Available Shares**”). Counterparty shall not enter into any transaction, or take any other action, that would result in the aggregate number of Shares deliverable by Counterparty

hereunder (with such number of Shares determined prior to giving effect to this Section 12 and assuming Physical Settlement were applicable to all Designated Shares (or deemed Designated Shares pursuant to Section 9) hereunder) in respect of the Transaction being a number of Shares greater than the Capped Number (it being understood that this sentence is not intended to restrict Counterparty's ability to effect a Private Placement Settlement in the circumstances contemplated by this Confirmation).

13. **Transfer, Assignment and Designation:**

- (a) Notwithstanding any provision of the Agreement to the contrary, Barclays may assign, transfer and set over all rights, title and interest, powers, privileges and remedies of Barclays under the Transaction, in whole or part, to an affiliate of Barclays whose obligations hereunder and under the Agreement are guaranteed by Barclays so long as (a) Counterparty will not be required to pay to such assignee or transferee an amount in respect of an Indemnifiable Tax under Section 2(d)(i)(4) of the Agreement greater than the amount in respect of which Counterparty would have been required to pay Barclays in the absence of such assignment or transfer; (b) Counterparty will not receive a payment from which an amount has been withheld or deducted on account of a Tax under Section 2(d)(i) of the Agreement in excess of that which Barclays would have been required to so withhold or deduct in the absence of such assignment or transfer; and (c) no Event of Default, Potential Event of Default or Termination Event will occur as a result of such assignment or transfer.
- (b) Notwithstanding any other provision in this Confirmation to the contrary requiring or allowing Barclays to purchase, sell, receive or deliver any Shares or other securities to or from Counterparty, Barclays may designate any of its affiliates to purchase, sell, receive or deliver such Shares or other securities and otherwise to perform Barclays's obligations in respect of the Transaction and any such designee may assume such obligations. Barclays shall be discharged of its obligations to Counterparty solely to the extent of any such performance.
- (c) Counterparty may not transfer or assign any of its rights or obligations under the Transaction, this Confirmation or the Agreement without the prior written consent of Barclays.

14. **Indemnity:** Counterparty agrees to indemnify Barclays and its affiliates and their respective directors, officers, agents and controlling parties (Barclays and each such affiliate or person being an "**Indemnified Party**") from and against any and all losses, claims, damages and liabilities, joint and several, incurred by or asserted against such Indemnified Party arising out of, in connection with, or relating to any breach of any covenant or representation made by Counterparty in this Confirmation or the Agreement. In addition, Counterparty will reimburse any Indemnified Party for all reasonable expenses (including reasonable legal fees and reasonable expenses) in connection with the investigation of, preparation for, or defense of any pending or threatened claim or any action or proceeding arising therefrom (whether or not such Indemnified Party is a party thereto) at the time, and only to the extent that the relevant loss, claim, damage, liability or expense is found in a final and nonappealable judgment by a court of competent jurisdiction to have resulted from a breach of a covenant or representation made by Counterparty in this Confirmation or the Agreement. For the avoidance of doubt, Counterparty will not be liable under this Indemnity paragraph to the extent that any loss, claim, damage, liability or expense is found in a final and nonappealable judgment by a court of competent jurisdiction to have resulted from Barclays' negligence, fraud, bad faith and/or willful misconduct or a breach of any representation or covenant of Barclays contained in this Confirmation or the Agreement.

15. **No Collateral; Netting; Setoff:**

- (a) Notwithstanding any provision of the Agreement or any other agreement between the parties to the contrary, the obligations of Counterparty hereunder are not secured by any collateral.
- (b) If on any date any Shares would otherwise be deliverable under the Transaction by Counterparty to Barclays and by Barclays to Counterparty, then, on such date, each party's obligations to make delivery of such Shares will be automatically satisfied and discharged and, if the aggregate number of Shares that would otherwise have been deliverable by one party exceeds the aggregate number of Shares that would have otherwise been deliverable by the other party, replaced by an obligation upon the party by whom the larger aggregate number of Shares would have been deliverable to deliver to the other party the excess of the larger aggregate number over the smaller aggregate number.
- (c) The parties agree that upon the occurrence of an Event of Default or Termination Event with respect to a party who is the Defaulting Party or the Affected Party ("X"), the other party ("Y") will have the right (but not be obliged) without prior notice to X or any other person to set-off or apply any obligation of X owed to Y (or any affiliate of Y) (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation) against any obligation of Y (or any affiliate of Y) owed to X (whether or not matured or contingent and whether or not arising under the Agreement, and regardless of the currency, place of payment or booking office of the obligation). Y will give notice to the other party of any set-off effected under this Section 15.
- (d) Amounts (or the relevant portion of such amounts) subject to set-off may be converted by Y into the Termination Currency or into Shares, at the election of Y, at the rate of exchange at which such party would be able, acting in a reasonable manner and in good faith, to purchase the relevant amount of such currency or Shares. If any obligation is unascertained, Y may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained. Nothing in this Section 15 shall be effective to create a charge or other security interest. This Section 15 shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).
- (e) Notwithstanding anything to the contrary in the foregoing, Barclays agrees not to set off or net amounts due from Counterparty with respect to the Transaction against amounts due from Barclays (or its affiliate) to Counterparty with respect to contracts or instruments that are not Equity Contracts. "**Equity Contract**" means any transaction or instrument that does not convey to Barclays rights, or the ability to assert claims, that are senior to the rights and claims of common stockholders in the event of Counterparty's bankruptcy.

16. **Delivery of Cash:** For the avoidance of doubt, nothing in this Confirmation shall be interpreted as requiring Counterparty to deliver cash in respect of the settlement of the Transaction, except (i) as set forth under Section 8 above or (ii) in circumstances where the cash settlement thereof is within Counterparty's control (including, without limitation, where

Counterparty so elects to deliver cash or fails timely to deliver Shares in respect of such settlement). For the avoidance of doubt, the preceding sentence shall not be construed as limiting any damages that may be payable by Counterparty as a result of a breach of or an indemnity under this Confirmation or the Agreement.

17. **Status of Claims in Bankruptcy:** Barclays acknowledges and agrees that this Confirmation is not intended to convey to Barclays rights with respect to the transactions contemplated hereby that are senior to the claims of common stockholders in any U.S. bankruptcy proceedings of Counterparty; *provided* that nothing herein shall limit or shall be deemed to limit Barclays's right to pursue remedies in the event of a breach by Counterparty of its obligations and agreements with respect to this Confirmation and the Agreement; and *provided further* that nothing herein shall limit or shall be deemed to limit Barclays's rights in respect of any transaction other than the Transaction.
18. **Limit on Beneficial Ownership:** Notwithstanding anything to the contrary in the Agreement or this Confirmation, (a) in no event shall Barclays be entitled to receive, or be deemed to receive, Shares to the extent that, upon such receipt of such Shares, (i) the "beneficial ownership" (within the meaning of Section 13 of the Exchange Act and the rules promulgated thereunder) of Shares by Barclays, any of its affiliates' business units subject to aggregation with Barclays for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act and all persons who may form a "group" (within the meaning of Rule 13d-5(b)(1) under the Exchange Act) with Barclays with respect to "beneficial ownership" of any Shares (collectively, "**Barclays Group**") would be equal to or greater than 8.5% of the outstanding Shares, (ii) Barclays (including any person subject to aggregation of Shares with Barclays) would own, beneficially own, constructively own, control, hold the power to vote or otherwise meet a relevant definition of ownership under the Volume 17 of the Oregon Revised Statutes in excess of a number of Shares equal to 4.9% of the outstanding Shares, (iii) Barclays (including any person subject to aggregation of Shares with Barclays) would own, beneficially own, constructively own, control, hold the power to vote or otherwise meet a relevant definition of ownership under the Federal Power Act in excess of a number of Shares equal to 9.9% of the outstanding Shares or (iv) Barclays, Barclays Group

or any person whose ownership position would be aggregated with that of Barclays or Barclays Group (Barclays, Barclays Group or any such person, a "**Barclays Person**") under Sections 60.825, 830 or 835 of the Oregon Business Corporation Act, any state or federal bank holding company or banking laws, other federal, state or local laws, regulations or regulatory orders or organizational documents or contracts of Counterparty, in each case, applicable to ownership of Shares ("**Applicable Restrictions**"), would own, beneficially own, constructively own, control, hold the power to vote or otherwise meet a relevant definition of ownership in excess of a number of Shares equal to (x) the lesser of (A) the maximum number of Share that would be permitted under Applicable Restrictions and (B) the number of Shares that would give rise to reporting or registration obligations or other requirements (including obtaining prior approval by a state or federal regulator, such as a state or federal banking regulator) of a Barclays Person under Applicable Restrictions and with respect to which such requirements have not been met or the relevant approval has not been received or that would give rise to any consequences under the constitutive documents of Counterparty or any contract or agreement to which Counterparty is a party, in each case *minus* (y) 1% of the number of Shares outstanding on the date of determination (such condition described in clauses (ii), (iii) or (iv), an "**Excess Regulatory Ownership Position**") and (b) Barclays shall not have the "right to acquire" (within the meaning of The New York Stock Exchange Rule 312.04(g)) Shares hereunder (whether in connection with the purchase of Shares on any Settlement Date or any Early Termination Date, any Private Placement



Settlement or otherwise) to the extent (but only to the extent) that, after such receipt of any Shares hereunder, the Barclays Group would directly or indirectly beneficially own for such purposes in excess of 3,708,270 Shares (the “**Exchange Limit**”). If any delivery owed to Barclays hereunder is not made, in whole or in part, as a result of this provision, Counterparty’s obligation to make such delivery shall not be extinguished and Counterparty shall make such delivery as promptly as practicable after, but in no event later than one Exchange Business Day after, Barclays gives notice to Counterparty that such delivery would not result in (x) Barclays Group directly or indirectly so beneficially owning in excess of 8.5% of the outstanding Shares, (y) the occurrence of an Excess Regulatory Ownership Position or (z) Barclays Group directly or indirectly beneficially owning (within the meaning referred to in clause (b) above) Shares in excess of the Exchange Limit.

19. **Acknowledgements and Agreements:**

- (a) The parties intend for this Confirmation to constitute a “Contract” as described in the letter dated October 6, 2003 submitted on behalf of GS&Co. to Paula Dubberly of the staff of the Securities and Exchange Commission (the “**Staff**”) to which the Staff responded in an interpretive letter dated October 9, 2003.
- (b) The parties hereto intend for:
  - (i) this Transaction to be a “securities contract” as defined in Section 741(7) of Title 11 of the United States Code (the “**Bankruptcy Code**”), qualifying for the protections under Sections 362(b)(6), 362(b)(27), 362(o), 546(e), 546(j), 548(d)(2), 555 and 561 of the Bankruptcy Code;
  - (ii) a party’s right to liquidate this Transaction and to exercise any other remedies upon the occurrence of any Event of Default under the Agreement with respect to the other party to constitute a “contractual right” as defined in the Bankruptcy Code;
  - (iii) Barclays to be a “financial institution” within the meaning of Section 101(22) of the Bankruptcy Code; and
  - (iv) all payments for, under or in connection with this Transaction, all payments for the Shares and the transfer of such Shares to constitute “settlement payments” as defined in the Bankruptcy Code.
- (c) Barclays agrees that, unless the Private Placement Procedures in Annex A shall apply, all Shares delivered to it by Counterparty in settlement of this Transaction will be used by Barclays (or its affiliate) to close out open short positions in respect of Borrowed Shares (as defined in the Underwriting Agreement).

20. **Unwind Period.** With respect to all purchases of Shares (the “**Unwind Period Purchases**”) made by Barclays or its affiliates in connection with the Transaction during any Unwind Period, Barclays agrees to, and shall cause such affiliates to, use reasonable efforts to make all such Unwind Period Purchases in a manner that Barclays reasonably believes (assuming compliance by Counterparty with its representations, warranties and covenants herein) would comply with the limitations set forth in clauses (b) (2), (b)(3), (b)(4) and (c) of Rule 10b-18, as if Barclays were Counterparty or an “affiliated purchaser” (as such term is defined in Rule 10b-18) of Counterparty and such rule were applicable to such purchases and taking into account any applicable Securities and Exchange Commission no-action letters as appropriate, and subject to any delays between the execution and reporting of a trade of the Shares on the Exchange and other circumstances beyond Barclays’ control or the control of such affiliates. Subject to the immediately preceding sentence, with respect to any Unwind

Period, Barclays agrees to use commercially reasonable efforts to purchase, on each Exchange Business Day during such Unwind Period during which no Market Disruption Event has occurred or is continuing (but excluding any Exchange Business Day on or after the occurrence of an Acceleration Event in respect of which Barclays has designated the Early Valuation Date), a number of Shares in connection with the Transaction equal to or greater than 10.0% of the average daily trading volume for the Shares on the Exchange during the four calendar weeks preceding the week during which such Exchange Business Day occurs, as determined by the Calculation Agent.

21. **Certain Notices:** On or prior to the date one calendar month immediately following the Effective Date and on or prior to each date recurring one calendar month thereafter (or, if such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day), Barclays agrees to communicate to Counterparty, either by phone call or email, an update on the borrow market with respect to the Shares, including an estimate of the available stock borrow.

22. **Notices:** For the purpose of Section 12(a) of the Agreement: (a) Address for notices or communications to Barclays:

Barclays Capital Inc.  
745 Seventh Ave  
New York, NY 10019  
Attention: Paul Robinson  
Phone: (+1) 212-526-0111  
Fax: (+1) 917-522-0458 with a copy to:

Barclays Capital Inc.  
745 Seventh Ave  
New York, NY 10019  
Attention: Anna Shearer

Barclays Bank PLC  
5 The North Colonnade  
Canary Wharf, London E14 4BB

(b) Address for notices or communications to Counterparty:

James F. Lobdell  
121 SW Salmon Street 1WTC 1711  
Portland, OR 97204  
Phone: (503) 464-2723  
Fax: (503) 464-2222 with a copy to:

Brett Greene  
121 SW Salmon Street 1WTC0506  
Portland, OR 97204  
Phone (503) 464-7859  
Fax: (503) 464-2236

23. **Waiver of Right to Trial by Jury:** EACH OF COUNTERPARTY AND BARCLAYS HEREBY IRREVOCABLY WAIVES (ON SUCH PARTY'S OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF SUCH PARTY'S STOCKHOLDERS) ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONFIRMATION OR THE ACTIONS OF COUNTERPARTY, BARCLAYS OR THEIR AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF.
24. **Jurisdiction:** THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK AND THE UNITED STATES COURT FOR THE SOUTHERN DISTRICT OF NEW YORK IN CONNECTION WITH ALL MATTERS RELATING HERETO AND WAIVE ANY OBJECTION TO THE LAYING OF VENUE IN, AND ANY CLAIM OF INCONVENIENT FORUM WITH RESPECT TO, THESE COURTS.
25. **Severability:** If any term, provision, covenant or condition of this Confirmation, or the application thereof to any party or circumstance, shall be held to be invalid or unenforceable in whole or in part for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Confirmation had been executed with the invalid or unenforceable provision eliminated, so long as this Confirmation as so modified continues to express, without material change, the original intentions of the parties as to the subject matter of this Confirmation and the deletion of such portion of this Confirmation will not substantially impair the respective benefits or expectations of parties to this Agreement; *provided* that this severability provision shall not be applicable if any provision of Section 2, 5, 6 or 13 of the Agreement (or any definition or provision in Section 14 of the Agreement to the extent that it relates to, or is used in or in connection with any such Section) shall be so held to be invalid or unenforceable.
26. **Tax Disclosure:** Notwithstanding anything to the contrary herein, in the Equity Definitions or in the Agreement, and notwithstanding any express or implied claims of exclusivity or

proprietary rights, the parties (and each of their employees, representatives or other agents) are authorized to disclose to any and all persons, beginning immediately upon commencement of their discussions and without limitation of any kind, the tax treatment and tax structure of the Transaction, and all materials of any kind (including opinions or other tax analyses) that are provided by either party to the other relating to such tax treatment and tax structure.

*[Remainder of page intentionally left blank]*

Yours sincerely,

**BARCLAYS CAPITAL INC., ACTING AS AGENT  
FOR BARCLAYS BANK PLC**

By: /s/ Nicholas Abbate

Name: Nicholas Abbate

Title: Authorized Signatory

Confirmed as of the date first above written:

**PORTLAND GENERAL ELECTRIC COMPANY**

By: /s/ James F. Lobdell

Name: James F. Lobdell

Title: Senior Vice President, Finance,  
Chief Financial Officer and Treasurer

## FORWARD PRICE REDUCTION DATES AND AMOUNTS

**Forward Price Reduction Date**    **Forward Price Reduction Amount**

June 25, 2013    USD \$.275  
September 25, 2013    USD \$.275  
December 26, 2013    USD \$.275  
March 25, 2014    USD \$.275  
June 25, 2014    USD \$.280  
September 25, 2014    USD \$.280  
December 26, 2014    USD \$.280  
March 25, 2015    USD \$.280  
June 25, 2015    USD \$.285

Portland General Electric Company [ ] [ ] [ ]

Barclays Bank PLC  
 5 The North Colonnade  
 Canary Wharf, London E14 4BB Facsimile:+44(20)77736461  
 Telephone: +44 (20) 777 36810

c/o Barclays Capital Inc.  
 as Agent for Barclays Bank PLC  
 745 Seventh Ave  
 New York, NY 10019  
 Telephone: +1 212 412 4000

[ ], 20[ ]

Subject: Issuer Forward Transaction

**SETTLEMENT NOTICE**

Dear Sirs/Madams,

Reference is made to (i) the Confirmation (as amended or supplemented from time to time, the “**Confirmation**”), dated as of June 11, 2013 between Barclays Bank PLC (“**Barclays**”), through its agent Barclays Capital Inc. (the “**Agent**”), and Portland General Electric Company, an Oregon corporation (“**Counterparty**”), in respect of that certain issuer forward transaction (the “**Transaction**”) and (ii) the provisions opposite the caption[s] “Designated Valuation” [and “Settlement Method Election”] <sup>1</sup> in the Confirmation and the provisions of Section 7.1 of the Equity Definitions.

Capitalized terms used and not otherwise defined in this notice shall have the meanings given to them in the Confirmation.

In accordance with the Designated Valuation provisions of the Confirmation specified above, Counterparty hereby notifies Barclays of its irrevocable designation of:

- (i) [ ] as the Designated Date for the Designated Shares specified in clause (ii) below; and
- (ii) [ ] Designated Shares for valuation and settlement in respect of the Designated Date specified in clause (i) above.

[In accordance with the Settlement Method Election provisions of the Confirmation specified above, Counterparty, in its capacity as the Electing Party under the Transaction, hereby notifies Barclays of its irrevocable election that, with respect to the Designated Shares specified in clause (ii) above, the Transaction shall be settled by [Cash Settlement] / [Net Share Settlement] pursuant to the provisions therefor under the Confirmation.

<sup>1</sup> Insert if Counterparty is electing Cash Settlement or Net Share Settlement.

In addition, Counterparty hereby represents and warrants that, as of the date hereof:

(A) It is not aware of, and is not electing [Cash Settlement] / [Net Share Settlement] on the basis of, any material nonpublic information concerning itself or the Shares; and

(B) It is electing the settlement method and designating the related Designated Date in good faith and not as part of a plan or scheme to evade compliance with Rule 10b-5 or any other provision of the federal securities laws.

For the avoidance of doubt, and without limiting the generality of the foregoing, Counterparty represents and warrants in particular that in entering into the Transaction and the Confirmation, as supplemented by this notice, it has complied with all applicable requirements of Rule 10b5-1, as described in Section 11 of the Confirmation.]<sup>2</sup>

[Counterparty acknowledges that the Default Settlement Method will apply in respect of the Designated Shares.]<sup>3</sup>

Nothing in this notice shall be construed as a waiver of any rights Counterparty may have under or with respect to the Transaction or the Confirmation. This notice shall be governed by, and construed in accordance with, the laws of the State of New York.

Yours faithfully,

**Portland General Electric Company**

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

<sup>2</sup> Insert if Counterparty is electing Cash Settlement or Net Share Settlement.

<sup>3</sup> Insert if Counterparty is not electing Cash Settlement or Net Share Settlement.

## PRIVATE PLACEMENT PROCEDURES

- (i) If Counterparty delivers Restricted Shares pursuant to this Annex A (a “**Private Placement Settlement**”), then delivery of Restricted Shares by Counterparty shall be effected in accordance with customary private placement procedures for issuers with a market capitalization comparable to Counterparty with respect to such Restricted Shares reasonably acceptable to Barclays. Counterparty shall not take, or cause to be taken, any action that would make unavailable either the exemption pursuant to Section 4(2) of the Securities Act for the sale by Counterparty to Barclays (or any affiliate designated by Barclays) of the Restricted Shares or the exemption pursuant to Section 4(1) or Section 4(3) of the Securities Act for resales of the Restricted Shares by Barclays (or any such affiliate of Barclays). As of or prior to the date of delivery, Barclays and any potential purchaser of any such Restricted Shares from Barclays (or any affiliate of Barclays designated by Barclays) identified by Barclays shall be afforded a commercially reasonable opportunity to conduct a due diligence investigation with respect to Counterparty customary in scope for private placements of equity securities for issuers with a market capitalization comparable to Counterparty. As of the date of delivery, Counterparty shall enter into an agreement (a “**Private Placement Agreement**”) with Barclays (or any affiliate of Barclays designated by Barclays) in connection with the private placement of such Restricted Shares by Counterparty to Barclays (or any such affiliate) and the private resale of such Restricted Shares by Barclays (or any such affiliate), substantially similar to private placement purchase agreements customary for private placements of equity securities for issuers with a market capitalization comparable to Counterparty, in form and substance commercially reasonably satisfactory to Barclays, which Private Placement Agreement shall include, without limitation, provisions substantially similar to those contained in such private placement purchase agreements relating, without limitation, to the indemnification of, and contribution in connection with the liability of, Barclays and its affiliates and the provision of customary opinions, accountants’ comfort letters and lawyers’ negative assurance letters, and shall provide for the payment by Counterparty of all fees and expenses in connection with such resale, including all reasonable fees and expenses of counsel for Barclays, and shall contain representations, warranties, covenants and agreements of Counterparty customary for issuers with a market capitalization comparable to Counterparty reasonably necessary or advisable to establish and maintain the availability of an exemption from the registration requirements of the Securities Act for such resales. In connection with the private placement of such Restricted Shares by Counterparty to Barclays (or any such affiliate) and the private resale of such Restricted Shares by Barclays (or any such affiliate), Counterparty shall, if so requested by Barclays, prepare, in cooperation with Barclays, a private placement memorandum customary for issuers with a market capitalization comparable to Counterparty in form and substance reasonably satisfactory to Barclays. In the case of a Private Placement Settlement, Barclays shall, in its good faith discretion and subject to Section 12 of this Confirmation, adjust the amount of Restricted Shares to be delivered to Barclays hereunder and/or the applicable Daily Forward Price(s) in a commercially reasonable manner to reflect the fact that such Restricted Shares may not be freely returned to securities lenders by Barclays and may only be saleable by Barclays at a discount to reflect the lack of liquidity in Restricted Shares. Notwithstanding the Agreement or this Confirmation, the date of delivery of such Restricted Shares shall be the Clearance System Business Day following notice by Barclays to Counterparty of the number of Restricted Shares to be delivered pursuant to this clause (i). For the avoidance of doubt, delivery of Restricted Shares shall be due as set forth in the previous sentence and not be due on the Settlement Date.
- (ii) If Counterparty delivers any Restricted Shares in respect of the Transaction, Counterparty agrees that (i) such Shares may be transferred by and among Barclays and its affiliates and (ii) after the minimum “holding period” within the meaning of Rule 144(d) under the Securities Act has elapsed after the applicable Settlement Date, Counterparty shall (so long as Barclays or any such affiliate is not an “affiliate” of Counterparty within the meaning of Rule 144 under the Securities Act) promptly remove, or cause the transfer agent for the Shares to remove, any legends referring to any transfer restrictions from such Shares



upon delivery by Barclays (or such affiliate of Barclays) to Counterparty or such transfer agent of seller's and broker's representation letters customarily delivered by Barclays or its affiliates in connection with resales of restricted securities pursuant to Rule 144 under the Securities Act, each without any further requirement for the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document, any transfer tax stamps or payment of any other amount or any other action by Barclays (or such affiliate of Barclays).