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BY *Washington Water Power*

Nov 22 11 58 AM '89

P. Lowry

GARY M. LECHE

BOOK 116 PAGE 805

EXECUTED IN 125 COUNTERPARTS OF
WHICH THIS IS COUNTERPART NO. 32

THE WASHINGTON WATER POWER COMPANY

TO

CITIBANK, N.A.

As Successor Trustee under The Washington Water Power Company's
Mortgage and Deed of Trust, dated as of June 1, 1939

Twenty-Fifth Supplemental Indenture

Providing among other things for
First Mortgage Bonds, 7.125% Series due 2013

and

First Mortgage Bonds, 7.40% Series due 2016

Dated as of October 1, 1989

Executed by *P.*
Ind. *P.*
Ind. *P.*
Filed
Noted

TWENTY-FIFTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the 1st day of October, 1989, between THE WASHINGTON WATER POWER COMPANY, a corporation of the State of Washington, whose post office address is East 1411 Mission Avenue, Spokane, Washington (the "Company"), and CITIBANK, N.A., formerly First National City Bank (successor by merger to First National City Trust Company, formerly City Bank Farmers Trust Company), a national banking association incorporated and existing under the laws of the United States of America, whose post office address is 120 Wall Street 13th Floor, New York, New York (the "Trustee"), as Trustee under the Mortgage and Deed of Trust, dated as of June 1, 1939 (the "Mortgage"), executed and delivered by the Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (the "Twenty-fifth Supplemental Indenture") being supplemental thereto.

WHEREAS, the Mortgage has been appropriately filed or recorded in various official records in the States of Washington, Idaho and Montana; and

WHEREAS, pursuant to a written request of the Company made in accordance with Section 103 of the Mortgage, Francis M. Pitt (then Individual Trustee under the Mortgage, as supplemented) ceased to be a trustee thereunder on July 23, 1969, and all of his powers as Individual Trustee have devolved upon the Trustee and its successors alone; and

WHEREAS, by the Mortgage the Company covenanted that it would execute and deliver such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired intended to be subject to the lien thereof; and

WHEREAS, the Company executed and delivered the following indentures supplemental to the Mortgage:

Designation	Dated as of
First Supplemental Indenture	October 1, 1952
Second Supplemental Indenture	May 1, 1953
Third Supplemental Indenture	December 1, 1955
Fourth Supplemental Indenture	March 15, 1957
Fifth Supplemental Indenture	July 1, 1957
Sixth Supplemental Indenture	January 1, 1958
Seventh Supplemental Indenture	August 1, 1958
Eighth Supplemental Indenture	January 1, 1959
Ninth Supplemental Indenture	January 1, 1960

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Designation	Dated as of
Tenth Supplemental Indenture	April 1, 1964
Eleventh Supplemental Indenture	March 1, 1965
Twelfth Supplemental Indenture	May 1, 1966
Thirteenth Supplemental Indenture	August 1, 1966
Fourteenth Supplemental Indenture	April 1, 1970
Fifteenth Supplemental Indenture	May 1, 1973
Sixteenth Supplemental Indenture	February 1, 1975
Seventeenth Supplemental Indenture	November 1, 1976
Eighteenth Supplemental Indenture	June 1, 1980
Nineteenth Supplemental Indenture	January 1, 1981
Twentieth Supplemental Indenture	August 1, 1982
Twenty-first Supplemental Indenture	September 1, 1983
Twenty-second Supplemental Indenture	March 1, 1984
Twenty-third Supplemental Indenture	December 1, 1986

which supplemental indentures were appropriately filed or recorded in various official records in the States of Washington, Idaho and Montana; and

WHEREAS, the Company executed and delivered a Twenty-fourth Supplemental Indenture, dated as of January 1, 1988, which was appropriately filed or recorded in various official records in the States of Washington, Idaho and Montana as follows:

FILING IN STATE OFFICES

State	Office of	Date	Financing Statement Document Number
Washington....	Secretary of State*	2/03/88	88-034-0511
Idaho.....	Secretary of State	2/11/88	25963
Montana.....	Secretary of State	2/01/88	283949

* Department of Licensing

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RECORDING IN COUNTY OFFICES

Real Estate Mortgage Records						Financing Statement Document No.
County	Office of	Date	Document No.	Book	Page	
Washington						
Adams	Auditor	2/02/88	214689	146	379-395	
Asotin	Auditor	2/02/88	177260			
Benton	Auditor	2/02/88	88-1481	500	626	
Douglas	Auditor	2/02/88	248313	235	380-396	
Ferry	Auditor	2/02/88	206898	MF		
Franklin	Auditor	2/02/88	456748	0232	855	
Garfield	Auditor	2/02/88	88036			
Grant	Auditor	2/02/88	811534			
Grays Harbor	Auditor	2/16/88	880216040	88	03216	
Klickitat	Auditor	2/04/88	208269	142	855-871	
Lewis	Auditor	2/03/88	8800941	378	158-174	
Lincoln	Auditor	2/03/88	378775	56	364-380	
Pend Oreille	Auditor	2/03/88	196303	77	266	
Skamania	Auditor	2/03/88	104642	108	300-316	
Spokane	Auditor	2/02/88	8802020099	949	1446	
Stevens	Auditor	2/16/88	8800946	119	1248	
Thurston	Auditor	2/03/88	8802030031	1547	423	
Whitman	Auditor	2/03/88	523981			
Idaho						
Benewah	Recorder	2/02/88	176982			176983
Bonner	Recorder	2/19/88	345587			345588
Boundary	Recorder	2/02/88	154838	65	339	154839
Clearwater	Recorder	2/02/88	148953			148954
Idaho	Recorder	2/02/88	340046			340047
Kootenai	Recorder	2/16/88	1108895			1108896
Latah	Recorder	2/02/88	363983			363983
Lewis	Recorder	2/02/88	98828			98915
Nez Perce	Recorder	2/26/88	518404			518404
Shoshone	Recorder	2/26/88	331997			331998
Montana						
Mineral	Clerk & Recorder	2/02/88	68360			68361
Sanders	Clerk & Recorder	2/09/88	59606	72	729-744	59607
Rosebud	Clerk & Recorder	2/02/88	187265	74	403-418	187266

; and

WHEREAS, in addition to the property described in the Mortgage, as supplemented, the Company has acquired certain other property, rights and interests in property; and

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WHEREAS, the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, the following series of First Mortgage Bonds:

Series	Principal Amount Issued	Principal Amount Outstanding September 30, 1989
3-1/2% Series due 1964.....	\$22,000,000	None
3-3/4% Series due 1982.....	30,000,000	None
3-7/8% Series due 1983.....	10,000,000	None
4-7/8% Series due 1987.....	30,000,000	None
4-1/8% Series due 1988.....	20,000,000	None
4-3/8% Series due 1988.....	15,000,000	None
4-3/4% Series due 1989.....	15,000,000	None
5-3/8% Series due 1990.....	10,000,000	None
4-5/8% Series due 1994.....	30,000,000	30,000,000
4-5/8% Series due 1995.....	10,000,000	10,000,000
6 % Series due 1996.....	20,000,000	20,000,000
9-1/4% Series due 2000.....	20,000,000	20,000,000
7-7/8% Series due 2003.....	20,000,000	20,000,000
9-3/8% Series due 2005.....	25,000,000	25,000,000
8-3/4% Series due 2006.....	30,000,000	30,000,000
14-1/8% Series due 1991.....	40,000,000	None
15-3/4% Series due 1990-1992.....	60,000,000	60,000,000
13-1/2% Series due 2013.....	60,000,000	None
13-1/4% Series due 1994.....	60,000,000	None
9-1/4% Series due 2016.....	80,000,000	80,000,000
10-3/8% Series due 2018.....	50,000,000	50,000,000

WHEREAS, Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such series may also contain such provisions not inconsistent with the provisions of the Mortgage, as supplemented, as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and/or secured under the Mortgage, as supplemented; and

WHEREAS, Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may be in whole or in part waived or surrendered or subjected to any restriction if at the time

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unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein, or in any supplemental indenture, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage shall be situated; and

WHEREAS, the Company now desires to create two new series of bonds; and

WHEREAS, the execution and delivery by the Company of this Twenty-fifth Supplemental Indenture, and the terms of the bonds of the Twenty-second and Twenty-third Series, hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors, and all things necessary to make this Twenty-fifth Supplemental Indenture a valid, binding and legal instrument for the security of the bonds have been performed;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and of one dollar to it duly paid by the Trustee at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustee and in order further to secure the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, as supplemented, according to their tenor and effect and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of such bonds, and to confirm the lien of the Mortgage on certain after-acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms unto Citibank, N.A., as Trustee under the Mortgage, and to its successor or successors in said trust forever, all the following described properties of the Company, acquired by the Company since the execution and delivery of the Mortgage, whether now owned or hereafter acquired, namely:

All of the property, real, personal and mixed, of every character and wheresoever situated (except any hereinafter or in the Mortgage, as supplemented, expressly excepted) which the Company now owns or, subject to the provisions of Section 87 of the Mortgage, may hereafter acquire prior to the satisfaction and discharge of the Mortgage, as fully and completely as if herein or in the Mortgage, as supplemented, specifically described, and including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in this Twenty-fifth Supplemental Indenture) all lands, real estate, easements, servitudes, rights of way and leasehold and other interests in real estate; all rights to the

use or appropriation of water, flowage rights, water storage rights, flooding rights, and other rights in respect of or relating to water; all plants for the generation of electricity, power houses, dams, dam sites, reservoirs, flumes, raceways, diversion works, head works, waterways, water works, water systems, gas plants, steam heat plants, hot water plants, ice or refrigeration plants, stations, substations, offices, buildings and other works and structures and the equipment thereof and all improvements, extensions and additions thereto; all generators, machinery, engines, turbines, boilers, dynamos, transformers, motors, electric machines, switchboards, regulators, meters, electrical and mechanical appliances, conduits, cables, pipes and mains; all lines and systems for the transmission and distribution of electric current, gas, steam heat or water for any purpose; all towers, mains, pipes, poles, pole lines, conduits, cables, wires, switch racks, insulators, compressors, pumps, fittings, valves and connections; all motor vehicles and automobiles; all tools, implements, apparatus, furniture, stores, supplies and equipment; all franchises (except the Company's franchise to be a corporation), licenses, permits, rights, powers and privileges; and (except as hereinafter or in the Mortgage, as supplemented, expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of Section 87 of the Mortgage, all the property, rights, and franchises acquired by the Company after the date hereof (except any hereinbefore or hereinafter or in the Mortgage, as supplemented, expressly excepted) shall be as fully embraced within the lien hereof and the lien of the Mortgage, as supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage and conveyed hereby or thereby.

PROVIDED THAT the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Twenty-fifth Supplemental Indenture and from the lien and operation of the Mortgage, as supplemented, namely: (1) cash, shares of stock and obligations (including bonds, notes and other securities) not hereafter speci-

fically pledged, paid, deposited or delivered under the Mortgage, as supplemented, or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business or for consumption in the operation of any properties of the Company; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage, as supplemented, or this Twenty-fifth Supplemental Indenture or covenanted so to be; (4) electric energy and other materials or products generated, manufactured, produced or purchased by the Company for sale, distribution or use in the ordinary course of its business; and (5) any property heretofore released pursuant to any provisions of the Mortgage, as supplemented, and not heretofore disposed of by the Company; provided, however, that the property and rights expressly excepted from the lien and operation of this Twenty-fifth Supplemental Indenture and from the lien and operation of the Mortgage, as supplemented, in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event that the Trustee or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XII of the Mortgage by reason of the occurrence of a Completed Default as defined in said Article XII.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustee, and its successors, heirs and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as set forth in the Mortgage, as supplemented, this Twenty-fifth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, rights, obligations and duties of the Company and the Trustee and the beneficiaries of the trust with respect to said property, and to the Trustee and its successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustee by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustee and its successor or successors in such trust under the Mortgage, as follows:

ARTICLE I

Twenty-second Series of Bonds Twenty-third Series of Bonds

SECTION 1. (I) There shall be two series of bonds designated, respectively, "7.125% Series due 2013" (herein sometimes referred to as the "Twenty-second Series") and "7.40% Series due 2016" (herein sometimes referred to as the "Twenty-third Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the respective forms thereof, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. The bonds of the Twenty-second Series and the bonds of the Twenty-third Series are sometimes in this Supplemental Indenture referred to, collectively, as the "Forsyth Series Bonds". The Forsyth Series Bonds of each series shall be initially issued in the respective aggregate principal amounts, bear interest at the respective rates and mature on the respective dates set forth below:

Series	Aggregate Principal Amount	Interest Rate	Maturity Date
Twenty-second	\$66,700,000	7.125%	December 1, 2013
Twenty-third	\$17,000,000	7.40%	December 1, 2016

The first interest payment on the Forsyth Series Bonds of each series shall be made on December 1, 1989, for the period from November 1, 1989 through November 30, 1989, with subsequent interest payments to be made semiannually on June 1 and December 1 of each year.

The Forsyth Series Bonds shall be issued as fully registered bonds in denominations of Five Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof) and shall be dated as in Section 10 of the Mortgage provided. The principal of and interest on each Forsyth Series Bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts.

(II) The Forsyth Series Bonds shall be issued and delivered to, and registered in the name of, Chemical Bank, as trustee (the "Revenue Bond Trustee") under the Indenture of Trust, dated as of October 1, 1989 (the "Revenue Bond Indenture"), of the City of Forsyth, Rosebud County, Montana (the "City") in order to evidence the obligation of the Company to repay the loan by the City to the Company, pursuant to the Loan Agreement, dated as of October 1, 1989, between the City and the Company, of the proceeds of the sale by the City of \$66,700,000 aggregate

principal amount of its Pollution Control Revenue Refunding Bonds (The Washington Water Power Company Colstrip Project), Series 1989A (the "Series 1989A Revenue Bonds"); and \$17,000,000 aggregate principal amount of its Pollution Control Revenue Refunding Bonds (The Washington Water Power Company Colstrip Project), Series 1989B (the "Series 1989B Revenue Bonds"). The Series 1989A Revenue Bonds and the Series 1989B Revenue Bonds are sometimes in this Supplemental Indenture referred to, collectively, as the "Revenue Bonds".

The obligation of the Company to make any payment of the principal of or interest on the bonds of the Forsyth Series Bonds, whether at maturity, upon redemption or otherwise, shall be reduced by the amount of any reduction under the Revenue Bond Indenture of the amount of the corresponding payment required to be made by the City thereunder in respect of the principal of or interest on the Revenue Bonds.

The Trustee may conclusively presume that the obligation of the Company to pay the principal of and interest on the Forsyth Series Bonds as the same shall become due and payable shall have been fully satisfied and discharged unless and until it shall have received a written notice from the Revenue Bond Trustee, signed by its President, a Vice President, a Senior Trust Officer or a Trust Officer, stating that a payment of principal of or interest on the Forsyth Series Bonds has become due and payable and has not been fully paid, specifying, with respect to principal of the Forsyth Series Bonds, the principal amount of Forsyth Series Bonds then due and payable and the amount of funds required to make such payment and, with respect to interest on the Forsyth Series Bonds, the last date to which interest has been paid and the amount of funds required to make such payment.

(III) In the event that any Revenue Bonds of any series are to be redeemed pursuant to Section 3.01(c) of the Revenue Bond Indenture, Forsyth Series Bonds, of the corresponding series, in a principal amount equal to the principal amount of Revenue Bonds so to be redeemed, shall be redeemed by the Company, on the date fixed for redemption of such Revenue Bonds, at the principal amount thereof plus accrued interest to such redemption date.

The Trustee may conclusively presume that no redemption of Forsyth Series Bonds is required pursuant to the first paragraph of this subsection (III) unless and until it shall have received a written notice from the Revenue Bond Trustee, signed by its President, a Vice President, a Senior Trust Officer or a Trust Officer, stating that Revenue Bonds are to be redeemed pursuant to Section 3.01(c) of the Revenue Bond Indenture and specifying the series, principal amount, interest rate and redemption date of the Revenue Bonds to be so redeemed. Such notice shall also contain a waiver of notice of said redemption by the Revenue Bond Trustee, as holder of all the Forsyth Series Bonds then outstanding.

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(IV) The Company hereby waives its right to have any notice of redemption pursuant to subsection (III) of this Section 1 state that such notice is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption. Notwithstanding the provisions of Section 52 of the Mortgage, any such notice under such subsection shall not be conditional.

(V) At the option of the registered owner, any Forsyth Series Bonds, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall be exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations. The Forsyth Series Bonds may bear such legends as may be necessary to comply with any law or with any rules or regulations made pursuant thereto or with the rules or regulations of any stock exchange or to conform to usage with respect thereto.

The Forsyth Series Bonds shall not be transferable except to any successor trustee under the Revenue Bond Indenture, any such transfer to be made at the office or agency of the Company in the Borough of Manhattan, The City of New York.

The Company hereby waives any right to make a charge for any exchange or transfer of the Forsyth Series Bonds.

ARTICLE II

Miscellaneous Provisions

SECTION 2. The terms defined in the Mortgage, as supplemented, shall, for all purposes of this Twenty-fifth Supplemental Indenture, have the meanings specified in the Mortgage, as supplemented.

SECTION 3. The Trustee hereby accepts the trusts hereby declared, provided, created or supplemented and agrees to perform the same upon the terms and conditions herein and in the Mortgage, as supplemented, set forth, including the following:

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twenty-fifth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVI of the Mortgage, as supplemented, shall apply to and form part of this Twenty-fifth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Twenty-fifth Supplemental Indenture.

SECTION 4. Whenever in this Twenty-fifth Supplemental Indenture either of the parties hereto is named or referred to, this shall,

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subject to the provisions of Articles XV and XVI of the Mortgage, as supplemented, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Twenty-fifth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 5. Nothing in this Twenty-fifth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons Outstanding under the Mortgage, any right, remedy or claim under or by reason of this Twenty-fifth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twenty-fifth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons Outstanding under the Mortgage.

SECTION 6. This Twenty-fifth Supplemental Indenture shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7. The titles of the several Articles of this Twenty-fifth Supplemental Indenture shall not be deemed to be any part thereof.

IN WITNESS WHEREOF, on the 27th day of October, 1989, THE WASHINGTON WATER POWER COMPANY has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Corporate Secretary or one of its Assistant Corporate Secretaries for and in its behalf, all in The City of Spokane, Washington, as of the day and year first above written; and on the 30th day of October, 1989, CITIBANK, N.A., has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Senior Trust Officers or one of its

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Trust Officers and its corporate seal to be attested by one of its Trust Officers, all in The City of New York, New York, as of the day and year first above written.

THE WASHINGTON WATER POWER COMPANY

By

J. E. Schaefer
Vice President

Attest:

Dorinda W. Holley
Assistant Corporate Secretary

Executed, sealed and delivered
by THE WASHINGTON WATER
POWER COMPANY, in the
presence of:

John H. Cutler
John H. Cutler Jr.

CITIBANK, N.A., AS TRUSTEE

By

R. C. [Signature]
Senior Trust Officer

Attest:

[Signature]
Trust Officer

Executed, sealed and delivered
by CITIBANK, N.A., in
the presence of:

[Signature]
[Signature]

STATE OF WASHINGTON)
) ss.:
COUNTY OF SPOKANE)

On the 27th day of October, 1989, before me personally appeared JON E. ELIASSEN, to me known to be a Vice President of THE WASHINGTON POWER COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On the 27th day of October, 1989, before me, Cynthia L. Kahn, a Notary Public in and for the State and County aforesaid, personally appeared JON E. ELIASSEN, known to me to be a Vice President of THE WASHINGTON WATER POWER COMPANY, one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public

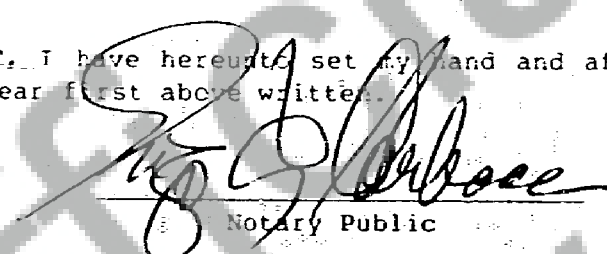


STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 30th day of October, 1989, before me personally appeared ROBERT C. SPIERS, to me known to be a Senior Trust Officer of CITIBANK, N.A., one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On the 30th day of October, 1989, before me, Enzo L. Carbocci, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT C. SPIERS, known to me to be a Senior Trust Officer of CITIBANK, N.A., one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public

ENZO L. CARBOCCI
Notary Public, State of New York
No. 43-500555
Qualified in Richmond County
Certificate Filed in New York County
Term Expires March 30, 1990

