

EXEMPT IN PART FROM PARTS OF WHICH IT IS COURT ORDER NO. 9

THE WASHINGTON WATER POWER COMPANY

TO

CITY BANK FARMERS TRUST COMPANY

AND

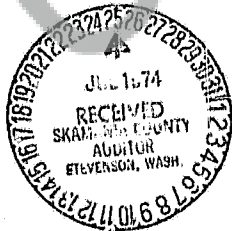
FRANCIS M. PITT,

(Successor to Ralph E. Morton and Marc A. Rieffel)

As Trustees under The Washington Water Power Company's Mortgage and Deed of Trust, Dated as of June 1, 1939

Fifth Supplemental Indenture

Dated as of July 1, 1957



FIFTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of July, 1957, made and entered into by and between THE WASHINGTON WATER POWER COMPANY, a corporation of the State of Washington, whose post office address is West 825 Trent Avenue, Spokane, Washington (hereinafter sometimes called the Company), party of the first part, and CITY BANK FARMERS TRUST COMPANY, a corporation of the State of New York, whose post office address is 22 William Street, New York, New York (hereinafter sometimes called the Corporate Trustee), and FRANCIS M. PIRR (successor to Ralph E. Morton and Marc A. Rieffel), of 137 W. Park Ave., Pearl River, New York (hereinafter sometimes called the Individual Trustee), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of June 1, 1939 (hereinafter called the Mortgage), executed and delivered by The Washington Water Power Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called Fifth Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage has been or will be recorded in various counties in the states of Washington, Idaho and Montana which counties include or will include all counties in which this Fifth Supplemental Indenture is to be recorded; 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 to the Trustees its First Supplemental Indenture, dated as of October 1, 1952 (hereinafter

called its First Supplemental Indenture); its Second Supplemental Indenture, dated as of May 1, 1953 (hereinafter called its Second Supplemental Indenture); its Third Supplemental Indenture, dated as of December 1, 1955 (hereinafter called its Third Supplemental Indenture); its Fourth Supplemental Indenture, dated as of March 15, 1957 (hereinafter called its Fourth Supplemental Indenture); as supplements to the Mortgage; and

Whereas the Second Supplemental Indenture was recorded in counties in the states of Washington, Idaho and Montana as follows:

Washington

Date Filed for Record	County	Office of Auditor	Real Estate Mortgage Records		Chattel Mortgage Records-Auditor's File No.
			Book	Page	
6/12/53	Adams	Auditor	86	260	7143
6/12/53	Asotin	Auditor	41	114-A	12425
6/12/53	Chelan	Auditor	505	147	87694
6/12/53	Douglas	Auditor	85	641	48861
6/12/53	Ferry	Auditor	13	353	111336
6/12/53	Franklin	Auditor	70	4-8	153250
6/12/53	Garfield	Auditor	47	106	11754
6/12/53	Grant	Auditor	70	147	57530
6/12/53	Lincoln	Auditor	95	534	36414
6/12/53	Pend Oreille	Auditor	18	470	11212
6/12/53	Spokane	Auditor	747	661	177412B
6/12/53	Stevens	Auditor	70	463	50906
6/12/53	Whitman	Auditor	273	422	264514

Idaho

Date Filed for Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
6/12/53	Benewah	S	505	78701
6/12/53	Bonner	36	142	46664
6/12/53	Clearwater	17	174	63242
6/12/53	Idaho	57	303	176803
6/12/53	Kootenai	68	416	20133
6/12/53	Latah	78	449	30105
6/12/53	Lewis	30	230	59504
6/12/53	Nez Percé	146	483	237724
6/12/53	Shoshone	19	221	157933

Montana

Date Filed for Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
6/12/53	Sanders	34	251	13137; and

WHEREAS the Third Supplemental Indenture was recorded in counties in the States of Washington, Idaho and Montana as follows:

Washington

Date Filed for Record	County	Office of	Real Estate Mortgage Records		Chattel Mortgage Records— Auditor's File No.
			Book	Page	
12/ 1/55	Adams	Auditor	91	170-179	53945
12/ 1/55	Asotin	Auditor	42	560	59424
12/ 1/55	Douglas	Auditor	91	327	50738
12/ 1/55	Ferry	Auditor	14	223	119004
12/ 1/55	Franklin	Auditor	83	173	172278
12/ 1/55	Garfield	Auditor	47	485	12309
12/ 1/55	Grant	Auditor	99	142	259614
12/ 1/55	Lincoln	Auditor	97	533	276965
12/ 1/55	Spokane	Auditor	841	556	356708
12/ 1/55	Stevens	Auditor	84	82	297274
12/ 1/55	Whitman	Auditor	280	413	282870
9/20/56	Pend Oreille	Auditor	20	106	91325

Idaho

Date Filed for Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
12/ 1/55	Benewah	U	232	83328
12/ 1/55	Bonner	39	507	55126
12/ 1/55	Clearwater	19	16	67337
12/ 1/55	Idaho	59	184	186067
12/ 1/55	Kootenai	67	103	305110
12/ 1/55	Latah	83	49	31265
12/ 1/55	Lewis	31	225	61866
12/ 1/55	Nez Perce	150	144	249815
12/ 1/55	Shoshone	22	219	166358

Montana

Date Filed for Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
12/ 1/55	Sanders	34	26	85009; and

WHEREAS the Fourth Supplemental Indenture was recorded in counties in the states of Washington, Idaho and Montana as follows:

Washington

Date Filed for Record	County	Office of	Real Estate Mortgage Records		Chattel Mortgage Records—Auditor's File No.
			Book	Page	
3/15/57	Adams	Auditor	94	46	60133
3/15/57	Asotin	Auditor	43	505	63476
3/15/57	Douglas	Auditor	95	274	52028
3/15/57	Ferry	Auditor	14	530	124024
3/15/57	Franklin	Auditor	97	629	182920
3/15/57	Garfield	Auditor	48	44	12533
3/15/57	Grant	Auditor	98	451	289431
3/15/57	Lincoln	Auditor	99	527	280564
3/15/57	Pend Oreille	Auditor	21	46	92654
3/15/57	Spokane	Auditor	877	380	446539B
3/15/57	Stevens	Auditor	87	203	308235
3/15/57	Whitman	Auditor	285	285	291918

Idaho

Date Filed for Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
3/15/57	Benewah	U	538	85890
3/15/57	Bonner	41	273	60448
3/15/57	Clearwater	19	497	69565
3/15/57	Idaho	60	61	190451
3/15/57	Kootenai	75	415	322809
3/15/57	Latah	85	455	195940
3/15/57	Lewis	31	451	62912
3/15/57	Nez Perce	155	517	256514
3/15/57	Shoshone	23	349	270094

Montana

Date Filed for Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
3/15/57	Sanders	35	114	14371; 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

WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, bonds of a series entitled and designated First Mortgage Bonds, 3½% Series due 1964 (hereinafter called the bonds of the First Series), and in accordance with the provisions of the Mortgage, as supplemented, bonds of a series entitled and designated First Mortgage Bonds, 3½% Series due 1982 (sometimes referred to as bonds of the Second Series), and bonds of a series entitled and designated First Mortgage Bonds, 3¾% Series due 1983 (sometimes referred to as bonds of the Third Series and none of which bonds of the Third Series are Outstanding at the date of this Fifth Supplemental Indenture); and

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 the 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 12^o 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 unrestricted or to additional restriction if already restricted, and that 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 a new series of bonds and to add to its covenants and agreements contained in the Mortgage, as supplemented, certain other covenants and agreements to be observed by it and to supplement and amend in certain respects the covenants and provisions contained in the Mortgage, as supplemented; and

WHEREAS the execution and delivery by the Company of this Fifth Supplemental Indenture, and the terms of the bonds of the Fourth Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board

Directors, and all things necessary to make this 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 Washington Water Power Company, in consideration of the premises and of one dollar to it duly paid by the Trustees at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees 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 Francis M. Pitt

(successor to Ralph E. Morton and Marc A. Bieffel) and (to the extent of its legal capacity to hold the same for the purposes hereof) unto City Bank Farmers Trust Company, as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors, heirs and assigns 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—that is to say:

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 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, motors, 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.

The property so conveyed or intended to be so conveyed hereunder shall include, but shall not be limited to, the following property, the particular description of which is intended only to aid in the identification thereof and shall not be construed as limiting the force, effect and scope of the foregoing, namely:

FIRST.

AN ADDITIONAL ELECTRIC GENERATING PLANT OF THE COMPANY, in the State of Montana, including all power houses, dams, reservoirs, flumes, raceways, diversion works, head works, wat-ways, buildings, and other works and structures forming a part of or appertaining to said generating plant, or used or enjoyed or capable of being used or enjoyed in conjunction therewith and all lands of the Company on which the same are situated, and all the Company's lands, easements and flowage rights permitting the storage of water for reservoir purposes and the flowage of lands lying along or adjacent to the Clark Fork River, and the tributaries thereof in the State of Montana, and all other of the Company's real estate and interests therein, rights in respect of or relating to water, machinery, equipment, appurtenances, supplies, franchises, licenses, permits and other rights and other property forming a part of or appertaining to said generating plant, or used or enjoyed or capable of being used or enjoyed in conjunction therewith, to-wit:

1. The Noxon Rapids Hydro-Electric Plant, situated on the Clark Fork River, in Section Thirty-three (33), Township Twenty-six (26) North, Range Thirty-two (32), W. M. 1. M., and Sections Four (4) and Five (5), Township Twenty-five (25) North, Range Thirty-two (32), W. M. P. M., in Sanders County, Montana, and that certain license issued by the Federal Power Commission, Project No. 2075, May 11, 1955.

SECOND.

THE ADDITIONAL ELECTRIC SUBSTATIONS AND SUBSTATION SITES OF THE COMPANY, in the States of Washington and Idaho, including all buildings, structures, towers, poles, equipment, appliances and devices for transforming, converting, and distributing electric energy, and the lands of the Company on which the same are situated and all of the Company's real estate and interests therein, machinery, equipment, appliances, devices, appurtenances and supplies, franchises, permits and other rights and other property forming a part of said substations or any of them, or used or enjoyed or capable of being used or enjoyed in connection with any thereof, including, but not limited to, the following situated in the States of Washington and Idaho:

1. Kooskia 60kv Substation, situated in the Town of Kooskia, Idaho County, Idaho
2. Nezperce 110kv Substation, near Nezperce in Lewis County, Idaho
3. Kahlatus 90kv Substation, Franklin County, Washington
4. Seventh Avenue Regulator Station, situated in Lewiston, Idaho
5. Silver Lake 110kv Substation near Spokane in Spokane County, Washington
6. Wells Smith Regulator Station near Spokane in Spokane County, Washington
7. Tammany Regulator Station in Lewiston Orchards, Nez Perce County, Idaho
8. Garden Springs 110kv Switching Station in Spokane County, Washington
9. Oshelle 110kv Substation, near Oshelle in Adams County, Washington
10. Lakeview 230-13kv Substation in Bonner County, Idaho
11. Kettle Falls 110kv Substation, near Kettle Falls in Stevens County, Washington
12. Bonanza 55kv Substation near Evans, in Stevens County, Washington
13. Gifford 60kv Substation, near Gifford in Stevens County, Washington

14. Valley 60kv Substation in Stevens County, Washington
15. Orchard Avenue Regulator Station in Spokane County, Wash-
ington
16. Blanchard 110-13kv Substation, near Blanchard in Bonner
County, Idaho
17. Barker Road 60kv Substation in Spokane County, Washington
18. Collogs and Walnut 110kv Substation in Spokane, Washington
19. Driscoll Regulator Station in Spokane, Washington
20. Ninth and Central 110kv Substation in Spokane County, Wash-
ington
21. Lewiston 110kv Substation near Lewiston in Nez Perce
County, Idaho
22. Sweetwater 110kv Substation in Nez Perce County, Idaho
23. Rosalia 110kv Substation in Whitman County, Washington
24. Apple Bay 110kv Substation in Kootenai County, Idaho
25. Big Creek 110kv Substation in Shoshone County, Idaho
26. Post Falls 110kv Substation in Kootenai County, Idaho
27. Greenwood 110kv Switching Station in Spokane County,
Washington
28. Sunnyside 13kv Substation in Kellogg, Idaho
29. City 13kv Substation in Kellogg, Idaho
30. Smelterville 13kv Substation in Smelterville, Idaho
31. Wilbur 110kv Substation in Lincoln County, Washington
32. Lolo 230kv Substation near Lewiston in Nez Perce County,
Idaho
33. Northeast 110kv Substation in Spokane, Washington
34. Pine Creek 230kv Substation in Shoshone County, Idaho.

THIRD.

THE ADDITIONAL ELECTRIC TRANSMISSION LINES OF THE COMPANY, in the States of Washington and Idaho, including towers, poles, pole lines, wires, switch racks, insulators and appurtenances, appliances and equipment and all of the Company's other property, real, personal,

or mixed, forming a part of or used, occupied or enjoyed in connection with or in anywise appertaining to said transmission lines or any of them, together with all rights of way, easements, permits, privileges, municipal or other franchises, licenses, consents, and rights for or relating to the construction, maintenance or operation thereof through, over, under or upon any public streets or highways or other lands, public or private, including, but not limited to, the following:

1. The Seven Mile-Sunset single circuit 110 kv transmission line, extending in a southeasterly direction, in Spokane County, Washington, from the Seven Mile Switching Station to the Sunset Electric Substation, for a distance of 12.54 miles.

2. The College and Walnut single circuit 110 kv transmission tap, extending in a westerly direction, in Spokane County, Washington, from the College and Walnut Electric Substation to the Greenwood Switching Station for a distance of 3.12 miles.

3. The Orofino-Nezperce single circuit 110 kv transmission line, extending in a southerly direction from the Orofino Electric Substation in Clearwater County, Idaho, to the Nezperce Electric Substation in Lewis County, Idaho, for a distance of 17.32 miles.

4. The Kamiah-Grangeville single circuit 110 kv transmission line, extending in a southwesterly direction from the Kamiah Electric Substation in Lewis County, Idaho, to the Grangeville Electric Substation in Idaho County, Idaho, for a distance of 27.04 miles.

5. The Garden Springs-Silver Lake single circuit 110 kv transmission line, extending in a southwesterly direction, in Spokane County, Washington, from the Garden Springs Switching Station to the Silver Lake Electric Substation, a distance of 9.95 miles.

6. The Lewiston-Reubens single circuit 110 kv transmission line, extending in an easterly direction, from the North Lewiston Electric Substation in NezPerce County, Idaho, to a terminal point south of Reubens, Lewis County, Idaho, for a distance of about 24 miles.

7. The Boreon Bell single circuit 230 kv transmission line, extending in a northwesterly direction, in Spokane County, Washington, from the Boreon Electric Substation to the Boreonville Bell Electric Substation, for a distance of 5.94 miles.

8. Othello single circuit 110 kv transmission tap, extending in a southeasterly direction, in Adams County, Washington, from the Intermountain line for a distance of 3.00 miles.

FOURTH.

THE ADDITIONAL ELECTRIC DISTRIBUTING SYSTEMS OF THE COMPANY, in the States of Washington and Idaho, including towers, poles, pole lines, wires, cables, insulators and appurtenances, appliances and equipment and all of the Company's other property, real, personal, or mixed, forming a part of or used, occupied, or enjoyed in connection with or in anywise appertaining to said distributing systems or any of them, together with all rights of way, easements, permits, privileges, municipal or other franchises, licenses, consents and rights for or relating to the construction, maintenance or operation thereof through, over, under or upon any public streets or highways, or other lands, public or private, including, but not limited to, the following:

1. The Deer Park Distributing System as constructed and equipped in the Town of Deer Park, Spokane County, Washington, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on April 25, 1959, and expires on April 25, 1971.

2. The Northport Distributing System as constructed and equipped in the Town of Northport, Stevens County, Washington, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective December 21, 1955, and expires on December 21, 1980.

3. The Springdale Distributing System as constructed and equipped in the Town of Springdale, Stevens County, Washington, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on August 6, 1956, and expires on August 6, 1971.

4. The Smelterville Distributing System as constructed and equipped in the Village of Smelterville, Shoshone County, Idaho, and that certain franchise or consent, owned by the Company and granted by the village authorities by ordinance, which became effective November 5, 1956, and expires on November 5, 1981.

5. The Wardner Distributing System as constructed and equipped in the Town of Wardner, Shoshone County, Idaho, and that certain franchise or consent, owned by the Company and granted by the town authorities by ordinance, which became effective on October 5, 1956, and expires on October 5, 1981.

6. The Kellogg Distributing System as constructed and equipped in the Town of Kellogg, Shoshone County, Idaho, and that certain franchise or consent, owned by the Company and granted by the town authorities by an ordinance to the Bunker Hill Company and reassigned to The Washington Water Power Company.

FIFTH.

MISCELLANEOUS REAL ESTATE in the States of Washington, Idaho, and Montana.

Ross Park Addition to the City of Spokane, Spokane County, Washington:

1. Lots One (1) through Seven (7), Block One (1), Robert's Subdivision of Block Sixteen (16).
2. Lots One (1) through Fourteen (14), Block Two (2), Robert's Subdivision of Block Sixteen (16).
3. All of Block Three (3).
4. Lots One (1) through Thirteen (13), Subdivision of Block Four (4).
5. Lots Three (3) through Six (6), and the Northwesterly 5 feet of Lot Seven (7), A. L. Davis Subdivision of Block Five (5).
6. All of Block Fifteen (15).
7. Lots One (1) through Six (6) and all of the unnumbered or unplatted area in Forsters Subdivision of Block Seventeen (17).
8. Lots One (1) through Eight (8), the East Half (E½) of Lots Nine (9) and Ten (10), and Lots Eleven (11) through Eighteen (18) of Ross Subdivision of Block Eighteen (18).

Other Washington:

9. Lot Twenty-three (23), Block Five (5), First Addition to West Riverside Addition to Spokane Falls, in the City of Spokane, Spokane County, Washington.
10. The East 25 feet of Lot Twelve (12), Block One (1), West Riverside Addition to Spokane Falls, City of Spokane, Spokane County, Washington.
11. The East 16 feet of Lot Three (3), Block Eighty-one (81), Parkwater, Spokane County, Washington.
12. The South 10 rods of the East 32 rods of the Northeast Quarter of the Southwest Quarter (NE¼SW¼) of Section Two (2), Township Twenty-five (25) North, Range Forty-three (43) E.W.M., Spokane County, Washington.

13. Government Lot One (1) and the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Two (2), Township Twenty-five (25) North, Range Forty-three (43) E.W.M., Spokane County, Washington.

14. Commencing at the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Three (3), Township Twenty-four (24) North, Range Forty-two (42) E.W.M., County of Spokane, State of Washington, thence east along the north line of said quarter section two-hundred (200) feet thence south 435.6 feet thence west two-hundred (200) feet to the west line of said quarter section thence north 435.6 feet to the place of beginning. All of said land being and contained in the north half of the northwest quarter of the southwest quarter (NW $\frac{1}{2}$ NW $\frac{1}{2}$;SW $\frac{1}{4}$) of Section Three (3), Township Twenty-four (24) North, Range Forty-two (42) E.W.M., Spokane County, Washington.

15. Lots One (1) and Two (2), Block Sixty-five (65), Morgan's Addition to the City ofavenport, Lincoln County, Washington.

16. That portion of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Two (2) and of the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Three (3), Township Fourteen (14) North, Range Forty-five (45) E.W.M., Whitman County, Washington, described as follows:

Beginning at a point on the northerly right of way line of Washington State Highway No. 3, which point lies 2730 feet north of and 782 feet West of the southeast corner of said Section Three (3); thence north 34°13' west 320 feet; thence north 55°47' east 330 feet; thence north 86°23' east 592.4 feet; thence south 57°41' east 180 feet more or less to a point on the northerly right of way line of Washington State Highway No. 3; thence westerly along said highway 100 feet, more or less, to the east line of said section 3; thence continuing westerly along said northerly right of way line 870 feet more or less to point of beginning.

17. The East 50 feet of the West 150 feet of the North 150 feet of Block One (1), and Lots Three (3), Four (4), Seven (7), and Eight (8) in Block Fourteen (14), Reed's First Addition to Deer Park, Stevens County, Washington.

18. The Northwest Quarter (NW $\frac{1}{4}$) of Block Twenty-three (23) of the Original Town (now City) of Colville, Stevens County, Washington.

19. A tract of land in the City of Colville, Washington, more particularly described as follows: Beginning at a point on the South line of Lot One (1), Block Four (4), of Spokane Addition to Colville, Wash-

ington, 94 feet West of the Southeast corner thereof; thence West along the North line of West 5th Street a distance of 201.95 feet; thence North parallel with the Section line between Sections Eight (8) and Nine (9), in Township Thirty-five (35) North, Range Thirty-nine (39), E.W.M. a distance of 175 feet; thence East parallel with the North line of said West 5th Avenue, a distance of 201.56 feet; thence South 175 feet to the point of beginning.

20. All that portion of the Northeast Quarter of the Northwest Quarter of the North-west Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Thirty-three (33) North, Range Thirty-nine (39) E.W.M. lying North of the right of way of the Addy-Gifford Highway, as now constructed.

21. Lots Thirteen (13) and Fourteen (14) in Block Two (2) of the First Addition; all that portion of Lot Nine (9) in Block Three (3), Hughes Addition, lying and being South of the County Road; and Lot One (1) of Block One (1) and Lot Seven (7) of Block Two (2) of Murphy's Addition to the Town of Northport, Washington.

22. Commencing at the meander corner number 5, which is a basalt monument, of Section 21, Township 11 North, Range 46 E.W.M., thence southeasterly on a line forming an interior angle of 157°15' with the meander line between meander corner number 5 and number 6, which is also a basalt monument, a distance of 61.2 feet to the place of beginning; thence deflect 11°00' right a distance of 246.94 feet more or less to the easterly boundary of the right-of-way of the Northwestern Railroad as conveyed to Northwestern Railroad Company by Lewiston-Clarkston Improvement Company under date of December 1, 1910; thence deflect 118°37' left along said easterly right-of-way boundary a distance of 91.14 feet; thence deflect 61°23' left a distance of 207.09 feet; thence deflect 90°00' left a distance of 70 feet to meander corner number 4; thence deflect 21°00' left a distance of 11.7 feet to the place of beginning, containing 0.42 acres, more or less, and all being in Lot 2 of Section 21, Township 11 North, Range 46 E.W.M., reserving an easement over, across and upon the west 30 feet of said tract for a roadway for the use of the parties hereto and the owners of adjacent properties, their assigns and successors.

Idaho:

23. Lots Seven (7) and Eight (8), Block "K", Town of Coeur d'Alene and King's Addition, Coeur d'Alene, Kootenai County, Idaho.

24. All that portion of Lots Sixteen (16), Seventeen (17), and Eighteen (18) in Block Sixteen (16) of Sunnyside Addition to the City of Moscow, Latah County, Idaho, as shown by the recorded plat thereof,

lying and being northerly of the State Highway known as the Moscow-Bovill Highway as now established and operating through said Block from the plats of the Highway Department.

Montana:

25. All those lands lying or situated in Sanders County, Montana, Conveyed to The Washington Water Power Company by deeds recorded as follows in Sanders County, Montana:

Date Recorded	Document Number	Book	Page
June 15, 1955.....	83746	62	495
June 20, 1955.....	83851	62	535
July 20, 1955.....	84011	63	40
Aug. 8, 1955.....	84121	63	99
Aug. 8, 1955.....	84122	63	101
Aug. 8, 1955.....	84123	63	103
Aug. 24, 1955.....	84239	63	161
Aug. 24, 1955.....	84240	63	163
Aug. 24, 1955.....	84241	63	165
Aug. 29, 1955.....	84275	63	169
Aug. 29, 1955.....	84274	63	171
Aug. 29, 1955.....	84275	63	173
Aug. 29, 1955.....	84276	63	175
Aug. 31, 1955.....	84314	63	188
Sept. 8, 1955.....	84351	63	201
Sept. 9, 1955.....	84359	63	203
Sept. 23, 1955.....	84464	63	243
Oct. 6, 1955.....	84560	63	285
Oct. 6, 1955.....	84562	63	287
Oct. 13, 1955.....	84611	63	318
Oct. 13, 1955.....	84612	63	320
Oct. 13, 1955.....	84639	63	337
Oct. 19, 1955.....	84686	63	371
Oct. 19, 1955.....	84687	63	373
Oct. 19, 1955.....	84688	63	375
Oct. 19, 1955.....	84689	63	377
Oct. 27, 1955.....	84740	63	405
Nov. 8, 1955.....	84807	63	437
Nov. 8, 1955.....	84810	63	455
Nov. 8, 1955.....	84811	63	457
Nov. 8, 1955.....	84812	63	459
Nov. 15, 1955.....	84903	63	479
Nov. 15, 1955.....	84904	63	481

Date Recorded	Document Number	Book	Page
Nov. 15, 1955.....	84905	63	483
Nov. 15, 1955.....	84906	63	485
Nov. 21, 1955.....	84936	63	501
Nov. 28, 1955.....	84982	63	521
Nov. 23, 1955.....	84983	63	523
Dec. 1, 1955.....	85010	63	533
Dec. 7, 1955.....	85062	64	9
Dec. 15, 1955.....	85119	64	28
Dec. 15, 1955.....	85120	64	30
Dec. 15, 1955.....	85121	64	32
Dec. 21, 1955.....	85143	64	45
Dec. 21, 1955.....	85144	64	47
Dec. 22, 1955.....	85154	64	51
Dec. 23, 1955.....	85155	64	53
Dec. 29, 1955.....	85179	64	57
Dec. 31, 1955.....	85216	64	61
Jan. 6, 1956.....	85230	64	67
Jan. 11, 1956.....	85254	64	75
Jan. 11, 1956.....	85255	64	77
Jan. 11, 1956.....	85256	64	79
Jan. 11, 1956.....	85257	64	81
Jan. 19, 1956.....	85266	64	95
Jan. 19, 1956.....	85297	64	97
Jan. 19, 1956.....	85298	64	99
Jan. 19, 1956.....	85299	64	101
Jan. 20, 1956.....	85317	64	111
Feb. 2, 1956.....	85382	64	147
Feb. 2, 1956.....	85383	64	149
Feb. 6, 1956.....	85406	64	157
Feb. 6, 1956.....	85407	64	159
Feb. 16, 1956.....	85459	64	175
Feb. 16, 1956.....	85460	64	177
Feb. 16, 1956.....	85461	64	180
Feb. 16, 1956.....	85463	64	182
Feb. 20, 1956.....	85471	64	188
Feb. 20, 1956.....	85472	64	190
Feb. 20, 1956.....	85473	64	192
Feb. 20, 1956.....	85474	64	194
Feb. 20, 1956.....	85475	64	197
Feb. 20, 1956.....	85477	64	199
Feb. 20, 1956.....	85478	64	201
Mar. 2, 1956.....	85558	64	238

Date Recorded	Document Number	Book	Page
Mar. 3, 1956.....	85573	64	244
Mar. 7, 1956.....	85592	64	259
Mar. 8, 1956.....	85603	64	261
Mar. 9, 1956.....	85620	64	273
Mar. 9, 1956.....	85621	64	275
Mar. 20, 1956.....	85672	64	299
Mar. 23, 1956.....	85717	64	319
Mar. 28, 1956.....	85718	64	321
Apr. 3, 1956.....	85750	64	343
Apr. 3, 1956.....	85752	64	347
Apr. 10, 1956.....	85910	64	365
Apr. 11, 1956.....	85827	64	537
Apr. 18, 1956.....	85856	64	389
Apr. 18, 1956.....	85857	64	391
Apr. 18, 1956.....	85858	64	393
Apr. 18, 1956.....	85859	64	395
Apr. 18, 1956.....	85860	64	397
Apr. 23, 1956.....	85916	64	427
Apr. 25, 1956.....	85917	64	428
Apr. 25, 1956.....	85922	64	429
Apr. 25, 1956.....	85923	64	431
Apr. 27, 1956.....	85938	64	437
May 3, 1956.....	85969	64	459
May 3, 1956.....	85970	64	461
May 3, 1956.....	85971	64	463
May 3, 1956.....	85972	64	465
May 3, 1956.....	85973	64	467
May 3, 1956.....	85974	64	469
May 3, 1956.....	85975	64	471
May 8, 1956.....	86017	64	490
May 10, 1956.....	86029	64	497
May 10, 1956.....	86030	64	499
May 16, 1956.....	86005	64	528
May 16, 1956.....	86096	64	530
May 16, 1956.....	86097	64	532
May 16, 1956.....	86098	64	534
May 29, 1956.....	86173	65	25
May 29, 1956.....	86174	65	27
May 31, 1956.....	86179	65	32
May 31, 1956.....	86180	65	34
June 7, 1956.....	86228	65	63
June 27, 1956.....	86410	65	124
June 27, 1956.....	86411	65	126
June 27, 1956.....	86412	65	128
June 27, 1956.....	86413	65	130
June 27, 1956.....	86414	65	132

Date Recorded	Document Number	Book	Page
June 27, 1956.....	86415	65	184
July 6, 1956.....	86519	65	181
July 6, 1956.....	86521	65	180
July 6, 1956.....	86522	65	185
July 9, 1956.....	86532	65	191
July 9, 1956.....	86533	65	194
July 9, 1956.....	86536	65	196
July 9, 1956.....	86537	65	198
July 9, 1956.....	86538	65	200
July 9, 1956.....	86539	65	202
July 14, 1956.....	86592	65	222
July 14, 1956.....	86593	65	225
July 14, 1956.....	86594	65	228
July 14, 1956.....	86595	65	231
July 14, 1956.....	86596	65	233
July 18, 1956.....	86621	65	246
July 27, 1956.....	86676	65	265
Aug. 18, 1956.....	86824	65	331
Aug. 22, 1956.....	86845	65	351
Aug. 22, 1956.....	86846	65	353
Aug. 29, 1956.....	86908	65	379
Aug. 29, 1956.....	86909	65	381
Aug. 31, 1956.....	86911	65	391
Sept. 7, 1956.....	86959	65	404
Sept. 7, 1956.....	86960	65	406
Sept. 7, 1956.....	86961	65	408
Sept. 12, 1956.....	86995	65	428
Sept. 17, 1956.....	87041	65	446
Sept. 21, 1956.....	87071	65	456
Sept. 26, 1956.....	87089	65	466
Sept. 26, 1956.....	87090	65	468
Oct. 4, 1956.....	87146	65	495
Oct. 4, 1956.....	87147	65	497
Oct. 4, 1956.....	87148	65	499
Oct. 11, 1956.....	87191	65	522
Oct. 11, 1956.....	87192	65	529
Nov. 21, 1956.....	87394	66	64
Nov. 21, 1956.....	87395	66	66
Dec. 3, 1956.....	87474	66	105
Dec. 5, 1956.....	87494	66	111
Dec. 5, 1956.....	87495	66	114
Dec. 26, 1956.....	87637	66	171

Date Recorded	Document Number	Book	Page
Dec. 26, 1936	87628	66	174
Dec. 29, 1936	87630	66	176
Jan. 14, 1937	87761	66	226
Jan. 19, 1937	87762	66	246
Jan. 23, 1937	87892	63	354
Mar. 14, 1937	88037	66	354
Apr. 12, 1937	88235	66	471
Apr. 15, 1937	88237	66	451
Apr. 24, 1937	88297	66	474
May 1, 1937	88329	66	489
May 1, 1937	88330	66	491
May 2, 1937	88333	66	495
May 9, 1937	88370	66	507
May 9, 1937	88369	66	505
May 15, 1937	88401	66	522
May 15, 1937	88403	66	524
May 15, 1937	88406	66	526
May 21, 1937	88439	67	1
May 21, 1937	88440	67	3
May 21, 1937	88441	67	5
May 22, 1937	88448	67	13
May 23, 1937	88506	67	25
May 23, 1937	88507	67	27
May 23, 1937	88508	67	29
June 17, 1937	88632	3	139

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise 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 **ATTESTED** and agreed by the Company that, subject to the provisions of Section 57 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 Fifth Supplemental Indenture and from the lien and operation of the Mortgage, as supplemented, viz: (1) cash, shares of stock and obligations (including bonds, notes and other securities) not hereafter specifically 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 the 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 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 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 either or both of the Trustees 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 Individual Trustees and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs and assigns forever.

IN TRUST NEVERTHELESS, for the same purpose and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as supplemented, this 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 Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their 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 Trustees by the Mortgage as a part of the property therein stated to be conveyed.

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

ARTICLE I.

Fourth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "1937 Series due 1987" (herein sometimes referred to as the "Fourth Series"), each of which shall also bear the descriptive title "First Mortgage Bond, and the form thereof and of the appurtenant coupons,

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. Bonds of the Fourth Series shall mature on July 1, 1937, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registrable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten 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); they shall bear interest at the rate of four and seven-eighths per centum (4 $\frac{7}{8}$ %) per annum, payable semi-annually on January 1 and July 1 of each year until the principal thereof shall become due and payable (whether at maturity, by declaration, or otherwise) and at the rate of six per centum (6%) per annum on any overdue principal and (to the extent permitted by law) on any overdue installment of interest, and the principal of and interest on each such bond to 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. Coupon bonds of the Fourth Series shall be dated as of July 1, 1936, and fully registered bonds of the Fourth Series shall be dated as in Section 10 of the Mortgage provided.

(1) Bonds of the Fourth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Mortgage, once on at least four different days before the date fixed for redemption, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending June 30,

1958.....	105.00%	1968.....	103.28%	1978.....	101.56%
1959.....	104.83%	1969.....	103.11%	1979.....	101.38%
1960.....	104.66%	1970.....	102.94%	1980.....	101.21%
1961.....	104.49%	1971.....	102.76%	1981.....	101.04%
1962.....	104.32%	1972.....	102.59%	1982.....	100.87%
1963.....	104.14%	1973.....	102.42%	1983.....	100.69%
1964.....	103.97%	1974.....	102.25%	1984.....	100.52%
1965.....	103.80%	1975.....	102.07%	1985.....	100.35%
1966.....	103.63%	1976.....	101.90%	1986.....	100.18%
1967.....	103.45%	1977.....	101.73%	1987.....	100.00%

in each case, together with accrued interest to the date fixed for redemption; provided that no bonds of the Fourth Series shall be redeemable at the general redemption prices prior to July 1, 1962, with borrowed funds, or in anticipation of funds to be borrowed, having an interest cost (calculated in accordance with acceptable financial practice) of less than four and seven-eighths per centum (4 $\frac{7}{8}$ %) per annum.

(II) Bonds of the Fourth Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 33, Section 39 or Section 64 of the Mortgage or with the Proceeds of Released Property; provided, however, that in the case of application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39 of the Mortgage, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such deposit of cash shall become due under the provisions of Section 39 of the Mortgage, they shall be redeemable at the general redemption prices set forth in sub-

division (I) of this Section, together with accrued interest to the date fixed for redemption; and provided further, that

(1) in the case of application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39 of the Mortgage, if the date fixed for such redemption shall be on or after January 1 of the calendar year in which such deposit of cash shall become due, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 28 or Section 64 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the special redemption price of the principal amount of the bonds to be redeemed, without premium, in each case, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Fourth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of fully registered bonds of the same series of authorized denominations. All such coupon bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney. At the option of the registered owner, any fully registered bonds of the Fourth Series, upon surrender thereof, for cancellation, at said office or agency of the Company, together with a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured

coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Fourth Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such bond. After such registration no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Fourth Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

ARTICLE II.

Company Reserves Right to Amend Mortgage to Provide Special Provision for the Issuance of Additional Bonds Without Consent of Holders of Bonds Other Than Bonds of First, Second and Third Series.

SECTION 2. The Company reserves the right, without any consent or other action by holders of bonds of the Fourth Series or of any subsequent series, to make such amendments to the Mortgage, as supplemented, as shall be necessary at any time or from time to time in order to provide that:

"bonds of any one or more series for the aggregate principal amount of Twenty-five Million Dollars (\$25,000,000) may be executed by the Company and delivered to the Corporate Trus-

tee and shall be authenticated by the Corporate Trustee, and delivered from time to time, in accordance with the order or orders of the Company, evidenced by a writing or writings signed by the Company by its President or one of its Vice-Presidents and its Treasurer or one of its Assistant Treasurers, provided, however, that the Corporate Trustee shall have received (1) a Resolution requesting the Corporate Trustee to authenticate and deliver such bonds, (a) specifying the principal amount of bonds called for, the series thereof and any other matters with respect thereto required by the Mortgage, and (b) specifying the officer or officers of the Company to whom, or upon whose written order, such bonds shall be delivered; (2) a Treasurer's Certificate such as is described in Section 28(2) of the Mortgage; (3) a Net Earning Certificate showing the Net Earnings of the Company to be as required by Section 27 of the Mortgage; (4) an Opinion of Counsel such as is described in Section 28(8) of the Mortgage; and (5) the officially authenticated certificates, or other documents, if any, specified in the Opinion of Counsel provided for in subdivision (4) above."

ARTICLE III.

Dividend Covenant.

SECTION 3. So long as any of the Bonds of the Fourth Series remain Outstanding, unless this requirement shall have been waived in writing by the holders of a majority in principal amount of the bonds of the Fourth Series Outstanding at the time of such waiver, the Company covenants that it will not declare or pay any dividend on its common stock or make any other distribution on shares of its common stock (other than dividends or distributions payable solely in shares of its common stock) or acquire (unless acquired without cost to the Company) any shares of the common stock of the Company, if the aggregate amount of all such payments, distributions and the cost of such acquisitions from and after July 1, 1957, shall exceed the aggregate net income of the Company applicable to common stock of the

Company from and after July 1, 1957, and prior to such proposed declaration, payment, distribution or acquisition, plus Six Million Dollars (\$6,000,000), and plus an amount equal to the proceeds from the sale of common stock subsequent to July 1, 1957.

"Net income of the Company" shall, for the purposes of this Section and without regard to any other provision of the Mortgage, as supplemented, be determined in accordance with the system of accounts employed from time to time by the Company and which is in accordance with generally accepted accounting principles and practices for companies operating properties of like kind and character, provided, however, that the actual amounts deducted out of income for such cumulative period for expenditures and/or accruals for maintenance and/or appropriated for property retirement and/or appropriated for property amortization shall never be less than an amount equal to thirteen and one-half per centum (13½%) of the Gross Operating Revenues of the Company (as defined in Section 38 of the Mortgage) for such cumulative period.

ARTICLE IV.

Miscellaneous Provisions.

SECTION 4. The terms defined in the Mortgage, as supplemented, shall, for all purposes of this Fifth Supplemental Indenture, have the meanings specified in the Mortgage, as supplemented.

SECTION 5. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented and agree to perform the same upon the terms and conditions herein and in the Mortgage, as supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this 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 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 Fifth Supplemental Indenture.

SECTION 6. Whenever in this Fifth Supplemental Indenture either of the parties hereto is named or referred to, this shall, 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 Fifth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, 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 7. Nothing in this 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 Fifth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this 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 8. So long as any bonds of the Fourth Series remain Outstanding, unless this requirement shall have been waived in writing by the holders of a majority in principal amount of the bonds of the Fourth Series Outstanding at the time of such waiver, notwithstanding the

provisions of the second paragraph of Section 7 of the Mortgage, in any Net Earning Certificate required to be delivered to the Corporate Trustees there shall be included in the operating expenses all interest on customers' deposits and an amount equal to thirteen and one-half per centum (13½%) of the Gross Operating Revenues for the twelve (12) consecutive calendar months covered by such certificate after deducting from such amount an amount equal to the amount, included in operating expenses, expended for or accrued for repairs and maintenance.

SECTION 9. Section 39 of the Mortgage is hereby amended by inserting the words "and provided further that the Company may not deposit cash prior to July 1, 1962, in anticipation of the requirements of this Section in respect of the 4½% Series due 1987 other than a requirement becoming due in the current calendar year, if the cash so deposited represents borrowed funds, or is in anticipation of funds to be borrowed, having an interest cost (calculated in accordance with acceptable financial practice) of less than four and seven-eighths per centum (4⅞%) per annum." after the words "whether or not such next available redemption date shall be earlier than January 1 of the year in which such deposit shall finally become due".

SECTION 10. The Company covenants that, so long as any bonds of the Fourth Series remain Outstanding (unless this requirement shall have been waived in writing by the holders of a majority in principal amount of the bonds of the Fourth Series Outstanding at the time of such waiver), it will not convey or transfer any property which is subject to the lien of the Mortgage to any subsidiary of the Company except in accordance with the provisions of Article XV of the Mortgage or except such property as shall thereupon be released from the lien of the Mortgage under the provisions of Article XI thereof.

SECTION 11. The Company covenants that it will not request the cancellation and discharge of the lien of the Mortgage under the provisions of Section 103 thereof unless it shall have authorized the Corporate Trustee to give to the holders of bonds of the Fourth Series notice by publication in one Daily Newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York, that funds for the immediate payment of such bonds and the premium, if any, and interest thereon are on deposit with the Corporate Trustee.

SECTION 12. Section 143 of the Mortgage is hereby amended to insert the words "offered or" after the words "For the purposes of this Section the term 'underwriter' when used with reference to the Obligor means every person, who, within three years prior to the time as of which the determination is made, has purchased from the Obligor with a view to, or has".

SECTION 13. This Fifth Supplemental Indenture shall be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14. The titles of the several Articles of this Fifth Supplemental Indenture shall not be deemed to be any part thereof.

IN WITNESS WHEREOF, on this 10th day of July, 1937, THE WASHINGTON WATER POWER COMPANY, party hereto of the first part, 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 Secretary or one of its Assistant Secretaries for and in its behalf, and CITY BANK FARMERS TRUST COMPANY, one of the parties hereto of the second part, 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 Secretary or one of its Assistant Secretaries, and FRANCIS M. PERRY, one of the parties hereto of the

second part, has for all like purposes hereunto set his hand and affixed his seal, all in The City of New York, New York, as of the day and year first above written.

THE WASHINGTON WATER-POWER COMPANY,
By Wm. S. ...
President.

Attest:
[Signature]
Secretary.

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

James K. Child
John M. Stewart

CITY BANK FARMERS TRUST COMPANY,
As Trustee.
By [Signature]
Vice-President.

Attest:
[Signature]
Assistant Secretary.

Executed, sealed and delivered by CITY BANK FARMERS TRUST COMPANY, in the presence of:

[Signature]
[Signature]

Francis M. Pitt (L. S.)
FRANCIS M. PITT

Executed, sealed and delivered by FRANCIS M. PITT, in the presence of:

[Signature]
[Signature]

STATE OF NEW YORK, }
 COUNTY OF NEW YORK, } ss.:

On the 10th day of July, 1957, before me personally appeared K. M. ROBINSON, to me known to be the President of THE WASHINGTON WATER 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 10th day of July, in the year 1957, before me, VICTOR M. MARIN, a Notary Public in and for the State and County aforesaid, personally appeared K. M. ROBINSON, known to me to be the 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.

VICTOR M. MARIN
 Notary Public, State of New York
 No. 312582000
 Qualified in New York County
 Commission Expires March 30, 1963

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On the 10th day of July, 1957, before me personally appeared S. L. SMITH, to me known to be a Vice-President of CITY BANK FARMERS TRUST 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 10th day of July, in the year 1957, before me, STANLEY A. NELSON, a Notary Public in and for the State and County aforesaid, personally appeared S. L. SMITH, known to me to be a Vice-President of CITY BANK FARMERS TRUST 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.

Stanley A. Nelson
.....
Notary Public.

STANLEY A. NELSON
Notary Public, State of New York
No. 30-2968000
Qualified in Nassau County
Certificate filed with New York County Clerk
Term Expires March 30, 1959

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

On this 10th day of July, in the year 1957, before me STANLEY A. NELSON, a Notary Public in and for the State and County aforesaid, personally appeared FRANCIS M. PITT, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

On this day personally appeared before me FRANCIS M. PITT, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10th day of July, 1957.

.....
Notary Public.

STANLEY A. NELSON
Notary Public, State of New York
No. 302480000
Qualified in Nassau County
Certificate filed with New York County Clerk
Term Expires March 30, 1959

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

E. M. ROBINSON, being duly sworn, deposes and says that he is the President of THE WASHINGTON WATER POWER COMPANY, the Mortgagor named in the foregoing instrument, and makes this affidavit for and on its behalf; that said instrument is made in good faith and without any design to hinder, delay or defraud creditors.

E. M. Robinson

Subscribed and sworn to before me }
this 10th day of July, 1957. }

Victor M. Merin

Notary Public

VICTOR M. MERIN
Notary Public, State of New York
No. 31-2086300
Qualified in New York County
Commission Expires March 30, 1960

Unofficial Copy

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

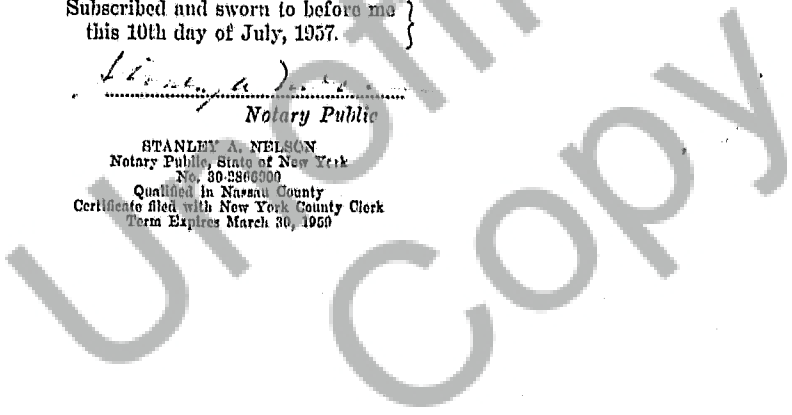
S. L. SMITH, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice-President of CITY BANK FARMERS TRUST COMPANY, a corporation, one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust; that said mortgage and deed of trust is made in good faith to secure the amount named therein (not in excess of One Hundred and Fifty Million Dollars (\$150,000,000), subject to being increased to an amount not exceeding Five Hundred Million Dollars (\$500,000,000), as therein provided) and without design to hinder, delay or defraud creditors, and that he makes this affidavit on behalf of said City Bank Farmers Trust Company.

[Handwritten Signature]
.....

Subscribed and sworn to before me }
this 10th day of July, 1937. }

[Handwritten Signature]
.....
Notary Public

STANLEY A. NELSON
Notary Public, State of New York
No. 30-2266300
Qualified in Nassau County
Certificate filed with New York County Clerk
Term Expires March 30, 1950



STATE OF NEW YORK, } ss.:
COUNTY OF NEW YORK, }

FRANCIS M. PITT, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust; that the mortgage and deed of trust is made in good faith to secure the amount named therein (not in excess of One Hundred and Fifty Million Dollars (\$150,000,000) subject to being increased to an amount not exceeding Five Hundred Million Dollars (\$500,000,000), as therein provided) and without any design to hinder, delay or defraud creditors.

Francis M. Pitt

Subscribed and sworn to before me }
this 10th day of July, 1937. }

Stanley A. Nelson

Notary Public

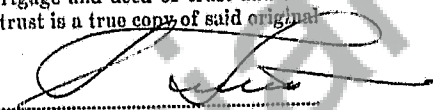
STANLEY A. NELSON
Notary Public, State of New York
No. 30-2366000
Qualified in Nassau County
Certificate filed with New York County Clerk
Term Expires March 30, 1939

UNOFFICIAL COPY

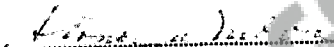


STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

S. L. SMITH, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice President of CITY BANK FARMERS TRUST COMPANY, a corporation, one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust and that the foregoing mortgage and deed of trust is a true copy of said original mortgage and deed of trust.



Subscribed and sworn to before me }
this 10th day of July, 1907. }


.....
Notary Public

STANLEY A. NELSON
Notary Public, State of New York
No. 30-2866000
Qualified in Nassau County
Certificate filed with New York County Clerk
Term Expires March 30, 1909

Unofficial Copy

STATE OF NEW YORK, }
COUNTY OF NEW YORK, } ss.:

FRANCIS M. PITT, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust; that the foregoing mortgage and deed of trust is a true copy of said original mortgage and deed of trust.

Francis M. Pitt

Subscribed and sworn to before me }
this 10th day of July, 1957.

Stanley A. Nelson

Notary Public

STANLEY A. NELSON
Notary Public, State of New York
No. 30-2866000
Qualified in Nassau County
Certificate filed with New York County Clerk
Term Expires March 30, 1959

Unclassified
Copy

RECEIPT

The undersigned, THE WASHINGTON WATER POWER COMPANY, the mortgagor in the foregoing mortgage and deed of trust, hereby acknowledges surrender, without cost, by the mortgagees and trustees to the undersigned at the time of the execution of the foregoing mortgage and deed of trust of a correct copy of said original mortgage and deed of trust, as signed, with the acknowledgments shown thereon, and acknowledges receipt thereof.

Dated this 10th day of July, 1957.

THE WASHINGTON WATER POWER COMPANY

By [Signature]
President.

Attest:

[Signature]
Secretary.

STATE OF WASHINGTON 1955
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OR WRITING FILED BY [Signature] OF [Signature] AT 2:50 p.m. July 22 1957 WAS RECORDED IN BOOK 57 OF 1169 AT PAGE 867 RECORDS OF SKAMANIA COUNTY, WASH.

REGISTERED	/
INDEXED: DIR.	/
INDEXED: I.	/
RECORDED	/
COMPARED	/
MAILED	/

[Signature]
COUNTY AUDITOR
7/24/57