

EXECUTED IN 110 COUNTERS PARTS OF
WHICH THIS IS COUNTER PART No. 17

THE WASHINGTON WATER POWER COMPANY

TO

FIRST NATIONAL CITY BANK

(Successor by merger to First National City Trust Company,
formerly City Bank Farmers Trust Company)

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

Fourteenth Supplemental Indenture

Dated as of April 1, 1970



FOURTEENTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of April, 1970, made and entered into by and between THE WASHINGTON WATER POWER COMPANY, a corporation of the State of Washington, whose post office address is East 1411 Mission Avenue, Spokane, Washington (hereinafter sometimes called the Company), party of the first part, and 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 111 Wall Street, New York, New York (hereinafter sometimes called the Trustee), party of the second part, as Trustee 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 Fourteenth 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 Fourteenth 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 Trustee 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); its Fifth Supplemental Indenture, dated as of July 1, 1957 (hereinafter called its Fifth Supplemental Indenture); its Sixth Supplemental Indenture, dated as of January 1, 1958 (hereinafter called its Sixth Supplemental

Indenture); its Seventh Supplemental Indenture, dated as of August 1, 1958 (hereinafter called its Seventh Supplemental Indenture); its Eighth Supplemental Indenture, dated as of January 1, 1959 (hereinafter called its Eighth Supplemental Indenture); its Ninth Supplemental Indenture, dated as of January 1, 1960 (hereinafter called its Ninth Supplemental Indenture); its Tenth Supplemental Indenture, dated as of April 1, 1964 (hereinafter called its Tenth Supplemental Indenture); its Eleventh Supplemental Indenture, dated as of March 1, 1965 (hereinafter called its Eleventh Supplemental Indenture); its Twelfth Supplemental Indenture, dated as of May 1, 1966 (hereinafter called its Twelfth Supplemental Indenture); and its Thirteenth Supplemental Indenture, dated as of August 1, 1966 (hereinafter called its Thirteenth Supplemental Indenture), as supplements to the Mortgage; and

WHEREAS the First through Twelfth Supplemental Indentures were 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 Fourteenth Supplemental Indenture is to be recorded; and

WHEREAS the Thirteenth 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 No.
			Book	Page	
9/ 6/66	Adams	Auditor	116	76	112938
9/ 6/66	Asotin	Auditor	55	589	95989
9/ 6/66	Douglas	Auditor	119	505	63778
9/ 6/66	Ferry	Auditor	21	33	149129
9/ 6/66	Franklin	Auditor	128	474	291292
9/ 6/66	Garfield	Auditor	50	507	14186
9/ 6/66	Grant	Auditor	12	356	506794
9/ 6/66	Lewis	Auditor	344	358	700279
9/ 6/66	Lincoln	Auditor	106	1421	310617
9/ 6/66	Pend Oreille	Auditor	26	231	120630
9/ 6/66	Spokane	Auditor	1125	75	229806C
9/ 6/66	Stevens	Auditor	106	202	377842
9/ 8/66	Whitman	Auditor	313	643	368494

IDAHO

Date Filed For Record	County	Real Estate Mortgage Records		Chattel Mort- gage No.
		Book	Page	
9/ 6/66	Benewah	Z	427	108361
9/12/66	Bonner	53	656	107772
9/ 6/66	Boundary	25	64	97749
9/ 6/66	Clearwater	27	450	88032
9/12/66	Idaho	70	58	224669
9/12/66	Kootenai	100	205	495548
9/ 9/66	Latah	103	324	234819
9/ 6/66	Lewis	Film No. 1966—601		72435
9/ 6/66	Nez Perce	319157—Microfilm		319158
9/ 6/66	Shoshone	41	237	207044

MONTANA

Date Filed For Record	County	Real Estate Mortgage Records		Chattel Mort- gage Docu- ment No.
		Book	Page	
9/ 6/66	Mineral	8	66	34778
9/ 6/66	Sanders	47	110	109752

; 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 on July 23, 1969 and all of his powers as Individual Trustee have devolved upon the Trustee and its successors alone; 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), none of which bonds of the First Series are now Outstanding, and in accordance with the provisions of the Mortgage, as supplemented,

bonds of a series entitled and designated First Mortgage Bonds, $3\frac{1}{2}\%$ (now $3\frac{3}{4}\%$) Series due 1982 (sometimes referred to as bonds of the Second Series), of which the aggregate principal amount of Twenty Million Three Hundred Seventy Thousand Dollars (\$20,370,000) is now Outstanding, bonds of a series entitled and designated First Mortgage Bonds, $3\frac{1}{2}\%$ Series due 1983 (sometimes referred to as bonds of the Third Series), none of which bonds of the Third Series are now Outstanding, bonds of a series entitled and designated First Mortgage Bonds, $4\frac{1}{2}\%$ Series due 1987 (sometimes referred to as bonds of the Fourth Series), in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), all of which are now Outstanding, bonds of a series entitled and designated First Mortgage Bonds, $4\frac{1}{2}\%$ Series due 1988 (sometimes referred to as bonds of the Fifth Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), all of which are now Outstanding, bonds of a series entitled and designated First Mortgage Bonds, $4\frac{1}{2}\%$ Series due 1988 (sometimes referred to as bonds of the Sixth Series), in the aggregate principal amount of Fifteen Million Dollars (\$15,000,000), all of which are now Outstanding, bonds of a series entitled and designated First Mortgage Bonds, $4\frac{3}{4}\%$ Series due 1989 (sometimes referred to as bonds of the Seventh Series), in the aggregate principal amount of Fifteen Million Dollars (\$15,000,000), all of which are now Outstanding, bonds of a series entitled and designated First Mortgage Bonds, $5\frac{3}{8}\%$ Series due 1990 (sometimes referred to as bonds of the Eighth Series), none of which bonds of the Eighth Series are now Outstanding, bonds of a series entitled and designated First Mortgage Bonds, $4\frac{3}{8}\%$ Series due 1994 (sometimes referred to as bonds of the Ninth Series) in the aggregate principal amount of Thirty Million Dollars (\$30,000,000), all of which are now Outstanding, bonds of a series entitled and designated First Mortgage Bonds, $4\frac{3}{8}\%$ Series due 1995 (sometimes referred to as bonds of the Tenth Series), in the aggregate principal amount of Ten Million Dollars (\$10,000,000), all of which are now Outstanding, and bonds of a series entitled and designated First Mortgage Bonds, 6% Series due 1996 (sometimes referred to as bonds of the Eleventh Series), in the aggregate principal amount of Twenty Million Dollars (\$20,000,000), all of which are now Outstanding; 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 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 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 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 Fourteenth Supplemental Indenture, and the terms of the bonds of the Twelfth 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 Fourteenth 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 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 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 First National City Bank (successor by merger to First National City Trust Company, formerly City Bank Farmers Trust Company), 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—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 Fourteenth Supplemental Indenture) all lands, real estate, easements, servitudes, rights of way, 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 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 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 Fourteenth 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

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under the Mortgage, as supplemented, or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the normal 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 Fourteenth 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 Fourteenth 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 are set forth in the Mortgage, as supplemented, this Fourteenth 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.

Twelfth Series of Bonds.

SECTION 1. There shall be a series of bonds designated "9¼ % Series due 2000" (herein sometimes referred to as the "Twelfth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the term 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. Bonds of the Twelfth Series shall mature on June 1, 2000, and shall be issued as fully registered bonds in denominations of One 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 nine and one-quarter per centum (9¼ %) per annum, the first interest payment to be made on June 1, 1970 for the period from April 1, 1970 to June 1, 1970, with subsequent interest payments to be made semi-annually on June 1 and December 1 of each year; 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. Bonds of the Twelfth Series shall be dated as in Section 10 of the Mortgage provided.

(1) Bonds of the Twelfth 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 mailed as provided in Section 52 of the Mortgage, at the follow-

ing general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

GENERAL REDEMPTION PRICES

If redeemed prior to June 1, 1971, 109.25% and if redeemed during the 12 months period ending May 31,

Year	Redemption Price	Year	Redemption Price	Year	Redemption Price
1972.....	108.94%	1982.....	105.75%	1992.....	102.56%
1973.....	108.62%	1983.....	105.43%	1993.....	102.24%
1974.....	108.30%	1984.....	105.11%	1994.....	101.92%
1975.....	107.98%	1985.....	104.79%	1995.....	101.60%
1976.....	107.66%	1986.....	104.47%	1996.....	101.28%
1977.....	107.34%	1987.....	104.15%	1997.....	100.96%
1978.....	107.02%	1988.....	103.83%	1998.....	100.64%
1979.....	106.70%	1989.....	103.51%	1999.....	100.32%
1980.....	106.38%	1990.....	103.19%	2000.....	100.00%
1981.....	106.07%	1991.....	102.88%		

in each case, together with accrued interest to the date fixed for redemption; provided that no bonds of the Twelfth Series shall be redeemable at the general redemption prices prior to June 1, 1975, 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 nine and one-quarter per centum (9¼%) per annum.

(II) Bonds of the Twelfth 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 38, 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 subdivision (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 38 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) Section 52 of the Mortgage is hereby amended by adding the following at the end thereof:

"As to any series of bonds issued solely in fully registered form, notice of intention to redeem need only be given by mailing such notice by or on behalf of the Company to the registered holder of any bond which is to be redeemed; such notice shall be mailed not less than thirty (30) days before the date fixed for redemption to said holder at his last address appearing on the registry books and no publication as to such series of bonds issued solely in fully registered form shall be required."

(IV) At the option of the registered owner, any bonds of the Twelfth Series, 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.

Bonds of the Twelfth Series shall be transferable, upon the surrender thereof, for cancellation, together with a written instrument of transfer in form approved by the registrar duly executed by the registered owner or by his duly authorized attorney, at the office or agency of the Company in the Borough of Manhattan, The City of New York. Upon any transfer or exchange of bonds of the Twelfth Series, the Company may make a charge therefor sufficient to reimburse it for any tax or taxes or other governmental

charge, as provided in Section 12 of the Mortgage, but the Company hereby waives any right to make a charge in addition thereto for any exchange or transfer of bonds of the Twelfth Series.

Upon the delivery of this Fourteenth Supplemental Indenture, bonds of the Twelfth Series in the aggregate principal amount of Twenty Million Dollars (\$20,000,000) are to be issued forthwith and will be Outstanding, in addition to One Hundred Sixty Million Three Hundred Seventy Thousand Dollars (\$160,370,000) aggregate principal amount of bonds of prior series Outstanding, at the date of delivery of this Fourteenth Supplemental Indenture.

ARTICLE II.

Dividend Covenant.

SECTION 2. So long as any of the bonds of the Twelfth 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 Twelfth 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 accretals 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 III.

The Company Reserves the Right to Amend Provisions Relating to Meetings and Consents of Bondholders

SECTION 3. The Company reserves the right, subject to appropriate corporate action but without any consent or other action by holders of bonds of the Twelfth Series, or of any subsequently created series, to make such other amendments to the Mortgage, as supplemented, as shall be necessary in order to amend Article XVIII thereof to read as follows:

"ARTICLE XVIII.

Meetings and Consents of Bondholders.

SECTION 107. Modifications and alterations of this Indenture and/or of any indenture supplemental hereto and/or of the rights and obligations of the Company and/or of the rights of the holders of bonds and coupons issued hereunder may be made as provided in this Article XVIII.

SECTION 108. The Corporate Trustee may at any time call a meeting of the bondholders and it shall call such a meeting on written request of the Company, given pursuant to a Resolution of its Board of Directors, or a resolution of the holders of a majority or more in principal amount of the bonds Outstanding hereunder at the time of such request. In the event of the Corporate Trustee's failing for ten (10) days to call a meeting after being thereunto requested by the Company or the bondholders as above set forth, holders of Outstanding bonds to the amount above

specified in this Section or the Company, pursuant to Resolution of its Board of Directors, may call such meeting. Every such meeting called by and at the instance of the Corporate Trustee shall be held in the Borough of Manhattan, The City of New York, or with the written approval of the Company, at any other place in the United States of America, and written notice thereof, stating the place and time thereof and in general terms the business to be submitted, shall be mailed by the Corporate Trustee not less than thirty (30) days before such meeting (a) to each registered holder of bonds then Outstanding hereunder addressed to him at his address appearing on the registry books, (b) to all other holders of bonds then Outstanding hereunder the names and addresses of whom are there preserved by the Corporate Trustee as required by the provisions of Section 132 hereof and (c) to the Company addressed to it at Spokane, Washington (or at such other address as may be designated by the Company from time to time), and shall be published by the Corporate Trustee at least once a week for four (4) successive calendar weeks immediately preceding the meeting, upon any secular day of each such calendar week, which need not be the same day of each week, in a Daily Newspaper, printed in the English language, and published and of general circulation in the Borough of Manhattan, The City of New York; provided, however, that the mailing of such notice to any bondholders shall in no case be a condition precedent to the validity of any action taken at such meeting. If such meeting is called by or at the instance either of the Company or of the bondholders, it shall be held at such place in the United States of America as may be specified in the notice calling such meeting and notice thereof shall be sufficient for all purposes hereof if given by newspaper publication as aforesaid stating the place and time of the meeting and in general terms the business to be transacted. Any meeting of bondholders shall be valid without notice if the holders of all bonds then Outstanding hereunder are present in person or by proxy and if the Company and the Corporate Trustee are present by duly authorized representatives, or if notice is waived in writing before or after the meeting by the Company, the holders of all bonds Outstanding hereunder and by the Corporate Trustee, or by such of them as are not present in person or by proxy.

SECTION 109. Officers and nominees of the Corporate Trustee and of the Company may attend such meeting, but shall not as such be entitled to vote thereat. Attendance by bondholders may be in person or by proxy. In order that the holder of any bond payable to bearer and his proxy may attend and vote without producing his bond, the Corporate Trustee, with respect to any such meeting, may make and from time to time vary such regulations as it shall think fit for deposit of bonds with, (i) any bank or trust or insurance company, or (ii) any trustee, secretary, administrator or other proper officer of any pension, welfare, hospitalization, or similar fund or funds, or (iii) the United States of America, any Territory thereof, the District of Columbia, any State of the United States, any municipality in any State of the United States or any public instrumentality of the United States, or of any State or of any Territory, or (iv) any other person or corporation satisfactory to the Corporate Trustee, and for the issue to the persons depositing the same of certificates by such depositaries entitling the holders thereof to be present and vote at any such meeting and to appoint proxies to represent them and vote for them at any such meeting in the same way as if the persons so present and voting, either personally or by proxy, were the actual bearers of the bonds in respect of which such certificate shall have been issued and any regulations so made shall be binding and effective. A bondholder in any of the foregoing categories may sign such a certificate in his own behalf. In lieu of or in addition to providing for such deposit, the Corporate Trust may, in its discretion, permit such institutions to issue certificates which shall entitle the holders thereof to vote at any meeting only if the bonds with respect to which they are issued are not produced at the meeting by any other person and are not at the time of the meeting registered in the name of any other person. Each such certificate shall state the date on which the bond or bonds in respect of which such certificate shall have been issued were deposited with or exhibited to such institution and the series, maturities and serial numbers of such bonds. A bondholder in any of the foregoing categories may sign such a certificate in his own behalf. In the event that two or more such certificates shall be issued with respect to any bond or bonds, the certificate bearing the latest date shall be recognized and be deemed to supersede any certificate or certificates previously

issued with respect to such bond or bonds. If any such meeting shall have been called by bondholders or by the Company as aforesaid upon failure of the Corporate Trustee to call the same after having been so requested under the provisions of Section 108 hereof, regulations to like effect for such deposit of bonds and the issue of certificates by (i) any bank or trust or insurance company organized under the laws of the United States of America or of any state thereof, or (ii) any trustee, secretary, administrator or other proper officer of any pension, welfare, hospitalization, or similar fund or funds, or (iii) the United States of America, any Territory thereof, the District of Columbia, any State of the United States, any municipality in any State of the United States or any public instrumentality of the United States, or of any State or of any Territory, shall be similarly binding and effective for all purposes hereof if adopted or approved by the bondholders calling such meeting or by the Board of Directors of the Company, if such meeting shall have been called by the Company, provided that in either such case copies of such regulations shall be filed with the Corporate Trustee. A bondholder in any of the foregoing categories may sign such a certificate in his own behalf.

SECTION 110. Subject to the restrictions specified in Sections 109 and 113 hereof, any registered holder of bonds Outstanding hereunder and any holder of a certificate provided for in Section 109 hereof shall be entitled in person or by proxy to attend and vote at such meeting as holder of the bonds registered or certified in the name of such holder without producing such bonds. All others seeking to attend or vote at such meeting in person or by proxy must, if required by any authorized representative of the Corporate Trustee or the Company or by any other bondholder, produce the bonds claimed to be owned or represented at such meeting, and every one seeking to attend or vote shall, if required as aforesaid, produce such further proof of bond ownership or personal identity as shall be satisfactory to the authorized representative of the Corporate Trustee, or if none be present then to the Inspectors of Votes hereinafter provided for. Proxies shall be witnessed or in the alternative may (a) have the signature guaranteed by a bank or trust company or a registered dealer in securities, (b) be acknowledged before a Notary Public or other officer authorized to take acknowledgments, or (c) have

their genuineness otherwise established to the satisfaction of the Inspectors of Votes. All proxies and certificates presented at any meeting shall be delivered to said Inspectors of Votes and filed with the Corporate Trustee.

SECTION 111. Persons nominated by the Corporate Trustee if it is represented at the meeting shall act as temporary Chairman and Secretary, respectively, of the meeting, but if the Corporate Trustee shall not be represented or shall fail to nominate such persons or if any person so nominated shall not be present, the bondholders and proxies present shall by a majority vote, irrespective of the amount of their holdings, elect another person or other persons from those present to act as temporary Chairman and/or Secretary. A permanent Chairman and a permanent Secretary of such meeting shall be elected from those present by the bondholders and proxies present by a majority vote irrespective of the amount of their holdings. The Corporate Trustee, if represented at the meeting, shall appoint two Inspectors of Votes who shall decide as to the right of anyone to vote and shall count all votes cast at such meeting, except votes on the election of a Chairman and Secretary, both temporary and permanent, as aforesaid, and who shall make and file with the permanent Secretary of the meeting their verified written report in duplicate of all such votes so cast at said meeting. If the Corporate Trustee shall not be represented at the meeting or shall fail to nominate such Inspectors of Votes or if either Inspector of Votes fails to attend the meeting, the vacancy shall be filled by appointment by the permanent Chairman of the meeting.

SECTION 112. The holders of not less than sixty per centum (60%) in principal amount of the bonds Outstanding hereunder when such meeting is held must be present at such meeting in person or by proxy in order to constitute a quorum for the transaction of business, less than a quorum, however, having power to adjourn.

SECTION 113. Any modification or alteration of this Indenture and/or of any indenture supplemental hereto and/or of the rights and obligations of the Company and/or the rights of the holders of bonds and/or coupons issued hereunder in any particular may be made at a meeting of bondholders duly convened and held in accordance with the

provisions of this Article, but only by resolution duly adopted by the affirmative vote of the holders of sixty-six and two-thirds per centum (66 $\frac{2}{3}$ %) or more in principal amount of the bonds Outstanding hereunder, and, if the rights of one or more, but less than all, series of bonds then Outstanding are to be affected by action taken at such meeting, then also by affirmative vote of the holders of at least sixty-six and two-thirds per centum (66 $\frac{2}{3}$ %) in principal amount of each series of bonds so to be affected and Outstanding hereunder, when such meeting is held, and in every case approved by Resolution of the Board of Directors of the Company as hereinafter specified; provided, however, that no such modification or alteration shall, without the consent of the holder of any bond issued hereunder affected thereby, permit (1) the extension of the maturity of the principal of, or interest on, such bonds, or (2) the reduction in such principal or the rate of interest thereon or any other modification in the terms of payment of such principal or interest, or (3) the creation of any lien ranking prior to, or on a parity with, the Lien of this Indenture with respect to any of the Mortgaged and Pledged Property, or (4) the deprivation of any non-assenting bondholder of a lien upon the Mortgaged and Pledged Property for the security of his bonds (subject only to the lien of taxes for the then current year, the lien of taxes, assessments or governmental charges not then delinquent and to any mortgage or other liens existing upon said property which are prior hereto at the date of the calling of any such bondholders' meeting), or (5) the reduction of the percentage required by the provisions of this Section for the taking of any action under this Section with respect to any bond Outstanding hereunder. For all purposes of this Article, the Trustees shall be entitled to rely upon an Opinion of Counsel with respect to the extent, if any, as to which any action taken at such meeting affects the rights under this Indenture or under any indenture supplemental hereto of any holders of bonds then Outstanding hereunder.

Bonds, owned and/or held by and/or for account of and/or for the benefit or interest of the Company, or any corporation of which the Company shall own twenty-five per centum (25%) or more of the outstanding voting stock, shall not be deemed Outstanding for the purpose of any vote or of any calculation of bonds Outstanding in Article XVI hereof or in this Article XVIII or for the purpose of the

quorum provided for in Section 112 of this Article. For all purposes of this Indenture, the Corporate Trustee, the Chairman and Secretary of any meeting held pursuant to the provisions of this Article XVIII and the Inspectors of Votes at any such meeting shall (unless the fact is challenged at such meeting by any holder of bonds Outstanding hereunder and a contrary fact is established) be entitled conclusively to rely upon a notification in writing by the Company, specifying the principal amount of bonds Outstanding hereunder owned by or held by or for the account of or for the benefit or interest of the Company or any corporation of which the Company shall own twenty-five per centum (25%) or more of the outstanding voting stock, or stating that no such bonds are so owned or held. In case the meeting shall have been called otherwise than on the written request of the Company, the Corporate Trustee shall be entitled conclusively to assume that none of the bonds Outstanding hereunder is so owned or held unless a notification by the Company is furnished as in this paragraph provided or unless the fact is challenged at such meeting by any holder of bonds Outstanding hereunder and a contrary fact is established.

SECTION 114. A record in duplicate of the proceedings of each meeting of bondholders shall be prepared by the permanent Secretary of the meeting and shall have attached thereto the original reports of the Inspectors of Votes, and affidavits by one or more persons having knowledge of the facts showing a copy of the notice of the meeting, and showing that said notice was mailed and published as provided in Section 108 hereof. Such record shall be signed and verified by the affidavits of the permanent Chairman and the permanent Secretary of the meeting, and one duplicate thereof shall be delivered to the Company and the other to the Corporate Trustee for preservation by the Corporate Trustee. Any record so signed and verified shall be proof of the matters therein stated, and if such record shall also be signed and verified by the affidavit of a duly authorized representative of the Corporate Trustee, such meeting shall be deemed conclusively to have been duly convened and held and such record shall be conclusive, and any resolution or proceeding stated in such record to have been adopted or taken, shall be deemed conclusively to have been duly adopted or taken by such meeting. A true copy of any resolution adopted by such meeting shall be mailed by the Corporate Trustee to each registered holder of

bonds Outstanding hereunder addressed to him at his address appearing on the registry books and to each holder of any such bond then Outstanding hereunder payable to bearer whose name and address appear upon the last list of bondholders furnished to the Corporate Trustee by the Company pursuant to the provisions of Section 43 hereof, addressed to him at such address, and proof of such mailing by the affidavit of some person having knowledge of the fact shall be filed with the Corporate Trustee, but failure to mail copies of such resolution as aforesaid shall not affect the validity thereof. No such resolution shall be binding until and unless such resolution is approved by Resolution of the Board of Directors of the Company, of which such Resolution of approval, if any, it shall be the duty of the Company to file a copy certified by the Secretary or an Assistant Secretary of the Company with the Corporate Trustee, and if such Resolution of the Board of Directors of the Company is adopted and a certified copy thereof is filed with the Corporate Trustee, the resolution so adopted by such meeting shall be deemed conclusively to be binding upon the Company, the Corporate Trustee and the holders of all bonds and coupons issued hereunder, at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such resolution, or annulling the action taken thereby in a legal action or equitable proceeding for such purposes commenced within such sixty (60) day period; provided, however, that no such resolution of the bondholders, or of the Company, shall in any manner be so construed as to change or modify any of the rights, immunities, or obligations of the Corporate Trustee without its written assent thereto.

SECTION 115. Bonds authenticated and delivered after the date of any bondholders' meeting may bear a notation in form approved by the Corporate Trustee as to the action taken at meetings of bondholders theretofore held, and upon demand of the holder of any bond Outstanding at the date of any such meeting and presentation of his bond for the purpose at the principal office of the Corporate Trustee, the Company shall cause suitable notation to be made on such bond by endorsement or otherwise as to any action taken at any meeting of bondholders theretofore held. If the Company or the Corporate Trustee shall so determine, new bonds so modified as in the opinion of the Corporate Trustee and the Board of Directors of the Company to conform to such

bondholders' resolution shall be prepared, authenticated and delivered, and upon demand of the holder of any bond then Outstanding and affected thereby shall be exchanged without cost to such bondholder for bonds then Outstanding hereunder upon surrender of such bonds with all unissued coupons, if any, appertaining thereto. The Company or the Corporate Trustee may require bonds Outstanding to be presented for notation or exchange as aforesaid if either shall see fit to do so. Instruments supplemental to this Indenture embodying any modification or alteration of this Indenture or of any indenture supplemental hereto made at any bondholders' meeting and approved by Resolution of the Board of Directors of the Company, as aforesaid, may be executed by the Corporate Trustee and the Company and upon demand of the Corporate Trustee, or if so specified in any resolution adopted by any such bondholders' meeting, shall be executed by the Company and the Corporate Trustee.

SECTION 116. (A) Anything in this Article XVIII contained to the contrary notwithstanding, the Corporate Trustee shall receive the written consent (in any number of instruments of similar tenor executed by bondholders or by their attorneys appointed in writing) of the holders of sixty-six and two-thirds per centum (66⅔%) or more in principal amount of the bonds Outstanding hereunder, and, if the rights of one or more, but less than all, series of bonds then Outstanding are to be affected by action taken pursuant to such consent, then also by consent of the holders of at least sixty-six and two-thirds per centum (66⅔%) in principal amount of each series of bonds so to be affected and Outstanding hereunder (at the time the last such needed consent is delivered to the Corporate Trustee) in lieu of the holding of a meeting pursuant to this Article XVIII and in lieu of all action at such a meeting and with the same force and effect as a resolution duly adopted in accordance with the provisions of Section 113 hereof.

(B) Instruments of consent shall be witnessed or in the alternative may (a) have the signature guaranteed by a bank or trust company or a registered dealer in securities, (b) be acknowledged before a Notary Public or other officer authorized to take acknowledgments, or (c) have their genuineness otherwise established to the satisfaction of the Corporate Trustee.

The amount of bonds payable to bearer, and the series and serial numbers thereof, held by a person executing an instrument of consent

(or whose attorney has executed an instrument of consent in his behalf), and the date of his holding the same, may be proved by exhibiting the bonds to and obtaining a certificate executed by (i) any bank or trust or insurance company organized under the laws of the United States of America or of any State thereof, or (ii) any trustee, secretary, administrator or other proper officer of any pension, welfare, hospitalization or similar fund or funds, or (iii) the United States of America, any Territory thereof, the District of Columbia, any State of the United States, any municipality in any State of the United States or any public instrumentality of the United States, or of any State or of any Territory, or (iv) any other person or corporation satisfactory to the Corporate Trustee. A bondholder in any of the foregoing categories may sign a certificate in his own behalf.

Each such certificate shall be dated and shall state in effect that as of the date thereof a coupon bond or bonds bearing a specified serial number or numbers was exhibited to the signer of such certificate. The holding by the person named in any such certificate of any bonds specified therein shall presume to continue unless (1) any certificate bearing a later date issued in respect of the same bond shall be produced, (2) the bond specified in such certificate (or any bond or bonds issued in exchange or substitution for such bond) shall be produced, or (3) the bond specified in such certificate shall be registered as to principal in the name of another holder or shall have been surrendered in exchange for a fully registered bond registered in the name of another holder. The Corporate Trustee may nevertheless in its discretion require further proof in cases where it deems further proof desirable. The ownership of registered bonds shall be proved by the registry books.

(C) Until such time as the Corporate Trustee shall receive the written consent of the necessary per centum in principal amount of the bonds required by the provisions of subsection (A) above for action contemplated by such consent, any holder of a bond, the serial number of which is shown by the evidence to be included in the bonds the holders of which have consented to such action, may, by filing written notice with the Corporate Trustee at its principal office and upon proof of holding as provided in subsection (B) above, revoke such consent so far as it concerns such bond. Except as aforesaid, any such action taken

by the holder of any bond shall be conclusive and binding upon such holder and upon all future holders of such bond (and any bond issued in lieu thereof or exchanged therefor), irrespective of whether or not any notation of such consent is made upon such bond, and in any event any action taken by the holders of the percentage in aggregate principal amount of the bonds specified in subsection (A) above in connection with such action shall be conclusively binding upon the Company, the Corporate Trustee and the holders of all the bonds."

ARTICLE IV.

Miscellaneous Provisions.

SECTION 4. The Company reserves the right, without any consent or other action by holders of bonds of the Twelfth Series or of any subsequently created series, to amend the Mortgage, as supplemented, by inserting either or both of the following provisions after the first paragraph of Section 4 of the Mortgage:

(1) "Anything in this Indenture to the contrary notwithstanding, the term 'Property Additions' shall include Water Property;

The term 'Water Property' shall mean buildings, improvements, standpipes, towers, reservoirs, wells, springs, flumes, sluices, canals, basins, cribs, ruins, conduits, hydrants, valves, pipes, pipe lines, service pipes, tanks, shops, structures, purification systems, pumping stations, pumps, meters, service connections, fixtures, machinery and equipment, and any and all other property made or constructed or in the process of construction or erection in so far as actually constructed or erected and used or useful or to be used in or in connection with the business of impounding, procuring, transmitting or distributing water."

(2) "Anything in this Indenture to the contrary notwithstanding, the term 'Property Additions' shall include Steam Heat Property;

The term 'Steam Heat Property' shall mean buildings, improvements, boilers, mains, valves, pipes, pipe lines, service pipes,

tanks, shops, structures, pumping stations, pumps, meters, service connections, fixtures, machinery and equipment, and any and all other property made or constructed or in the process of construction or erection in so far as actually constructed or erected and used or useful or to be used in or in connection with the business of procuring, transmitting, supplying or distributing steam heat."

SECTION 4. The Company reserves the right, subject to appropriate corporate action but without any consent or other action by holders of bonds of the Twelfth Series, or of any subsequently created series, to eliminate Section 39 of the Mortgage and any and all references to Section 39 contained in the Mortgage, as supplemented. Thereafter, among other things, Funded Property shall not include Property Additions that have at any time been made the basis of a credit under the provisions of Section 39 or substituted for other Property Additions that have so been made the basis of a credit under the provisions of Section 39.

SECTION 6. The Company covenants that, whenever it is required to redeem bonds, directly or indirectly, as a result of the provisions of Section 64 of the Mortgage, it will not so redeem more bonds of the Twelfth Series than a pro-rata portion of all bonds Outstanding at the time of such redemption.

SECTION 7. The terms defined in the Mortgage, as supplemented, shall, for all purposes of this Fourteenth Supplemental Indenture, have the meanings specified in the Mortgage, as supplemented.

SECTION 8. 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 Fourteenth 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 con-

tained in Article XVI of the Mortgage, as supplemented, shall apply to and form part of this Fourteenth 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 Fourteenth Supplemental Indenture.

SECTION 9. Whenever in this Fourteenth 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 Fourteenth 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 10. Nothing in this Fourteenth 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 Fourteenth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Fourteenth 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 11. So long as any bonds of the Twelfth 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 Twelfth 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 Trustee there shall be included in the operating expenses all interest on customers' deposits and an amount equal to thirteen and one-half per centum ($13\frac{1}{2}\%$) of the Gross Operating

Revenues for the twelve (12) consecutive calendar months covered by such certificates after deducting from such amount an amount equal to the amount, included in operating expenses, expended for or accrued for repairs and maintenance.

SECTION 12. Section 39 of the Mortgage is hereby amended by inserting the words "; and provided further that the Company may not deposit cash prior to June 1, 1975, in anticipation of the requirements of this Section in respect of the 9 1/4 % Series due 2000 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 nine and one-quarter per centum (9 1/4 %) per annum." after the words "of less than six per centum (6%) per annum".

SECTION 13. This Fourteenth 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 14. The titles of the several Articles of this Fourteenth Supplemental Indenture shall not be deemed to be any part thereof.

IN WITNESS WHEREOF, on this 21st day of April, 1970, 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, all in The City of New York, New York, as of the day and year first above written; and on this 21st day of April, 1970, FIRST NATIONAL CITY BANK, party 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 or one of its Trust Officers and its

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corporate seal to be attested by one of its Assistant 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 Mark Keane
Vice-President.

Attest:

[Signature]
Secretary.

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

John M. Stewart
William J. J. J.

FIRST NATIONAL CITY BANK,
As Trustee,

By [Signature]
Trust Officer.

Attest:

[Signature]
Assistant Trust Officer.

Executed, sealed and delivered by FIRST NATIONAL CITY BANK, in the presence of:

[Signature]
[Signature]



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

On the 21st day of April, 1970, before me personally appeared ALLAN F. ELDER, to me known to be a Vice-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 21st day of April, in the year 1970, before me, MORTON BARAD, a Notary Public in and for the State and County aforesaid, personally appeared ALLAN F. ELDER, 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.

Morton Barad
 Notary Public.

MORTON BARAD
 NOTARY PUBLIC, State of New York
 No. 41-5170280
 Qualified in Queens County
 Certs. filed in Bronx, Kings, Nassau,
 New York and Westchester Cos.
 Commission Expires March 30, 1972

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

On the 21st day of April, 1970, before me personally appeared JOSEPH L. SULINSKI, to me known to be a Trust Officer of FIRST NATIONAL CITY BANK, 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 to the corporate seal of said Corporation.

On the 21st day of April, in the year 1970, before me, ENZO L. CARBOCCI, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH L. SULINSKI, known to me to be a Trust Officer of FIRST NATIONAL CITY BANK, 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.

Enzo L. Carbocci
Notary Public.

ENZO L. CARBOCCI
Notary Public, State of New York
No. 43-5605295
Qualified in Richmond County
Certificate filed in New York County
Certificate filed in Kings County
Certificate filed in Queens County
Certificate filed in Bronx County
Term Expires March 30, 1972

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

ALLAN F. ELDER, being duly sworn, deposes and says that he is a Vice-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.

Allan F. Elder.....

Subscribed and sworn to before me
this 21st day of April, 1970.

Morton Barad
Notary Public

MORTON BARAD
NOTARY PUBLIC, State of New York
No. 41-3170920
Qualified in Queens County
Certs. filed in Bronx, Kings, Nassau,
New York and Westchester Cos.
Commission Expires March 30, 1972

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

JOSEPH L. SULINSKI, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Trust Officer of FIRST NATIONAL CITY BANK, a corporation, the mortgagee and/or trustee 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.

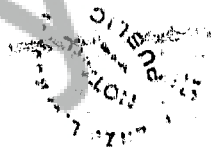
..... Joseph L. Sulinski

Subscribed and sworn to before me }
 this 21st day of April, 1970. }

..... Enzo L. Carbocci

Notary Public

ENZO L. CARBOCCI
 Notary Public, State of New York
 No. 43-5605395
 Qualified in Richmond County
 Certificate filed in New York County
 Certificate filed in Kings County
 Certificate filed in Queens County
 Certificate filed in Bronx County
 Term Expires March 30, 1972



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RECEIPT

The undersigned, THE WASHINGTON WATER POWER COMPANY, the mortgagee in the foregoing mortgage and deed of trust, hereby acknowledges surrender, without cost, by the mortgagee and trustee 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 21st day of April, 1970.

THE WASHINGTON WATER POWER COMPANY

W. W. W. W.
Vice-President.

Attest:

R. D. W.
Secretary.

77977

REGISTERED	P
INDEXED: DIR.	P
INDIRECT	P
RECORDED:	
COMPARED	
MAILED	

STATE OF OREGON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING, FILED BY
Wash. Water Power Co.
OF Spokane, Wash.
AT 2:35 P.M. July 25, 1970
WAS RECORDED IN BOOK 52
OF mtg AT PAGE 104-136
RECORDS OF SKAMANIA COUNTY, WASH.
BR 2000
COUNTY AUDITOR
P. Patrick