

RECORDED 100  
INDEXED 100  
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MAY 1 1966  
FBI - WASH DC

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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)

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

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Twelfth Supplemental Indenture

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Dated as of May 1, 1966

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## TWELFTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of May, 1966, 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 55 Wall Street, New York, New York (hereinafter sometimes called the Corporate Trustee), and FRANCIS M. PITT (successor to Ralph E. Morton and Marc A. Rieffel), of 137 W. Park Avenue, 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, 1960 (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 the Twelfth 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 Twelfth Supplemental Indenture is to be recorded; 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); 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); and its Eleventh Supplemental Indenture dated as of March 1, 1965 (hereinafter called its Eleventh Supplemental Indenture), as supplements to the Mortgage; and

WHEREAS the First through Tenth 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 Twelfth Supplemental Indenture is to be recorded; and

WHEREAS the Eleventh 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	
3/2/65	Adams	Auditor	112	399	103800
3/2/65	Asotin	Auditor	53	34	19371
3/2/65	Douglas	Auditor	115	435	61809
3/2/65	Ferry	Auditor	20	98	14553
3/2/65	Franklin	Auditor	122	182	270530
3/2/65	Garfield	Auditor	59	192	13901
3/2/65	Grant	Auditor	142	617	177551
3/2/65	Lewis	Auditor	338	46	675995
3/2/65	Lincoln	Auditor	106	314	44100
3/2/65	Pend Oreille	Auditor	25	457	115191
3/2/65	Spokane	Auditor	1078	1	88107C
3/2/65	Stevens	Auditor	102	519	49986
3/2/65	Whitman	Auditor	309	656	9085

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## Idaho

Date Filed For Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
3/2/65	Bonewah	Y	549	104228
3/2/65	Bonner	51	567	99584
3/2/65	Boundary	23	112	Bk 11 Pg 58
3/2/65	Clearwater	24	524	84316
3/2/65	Idaho	67	459	218684
3/2/65	Kootenai	95	282	459135
3/2/65	Latah	100	384	228577
		MTG 70943 (1965-173)		C.M. (1965-174)
3/2/65	Lewis	179	526	307782
3/2/65	Nez Perce	38	159	199795
3/2/65	Shoshone			

## Montana

Date Filed For Record	County	Real Estate Mortgage Records		Chattel Mortgage Document No.
		Book	Page	
3/2/65	Mineral	7	333	33066
3/2/65	Sanders	45	269	105787

; 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 (sometimes referred to as 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, 3½ % 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, 3¾ % 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, 4¾ % 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 $\frac{1}{4}$ % 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 $\frac{3}{4}$ % 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 $\frac{3}{4}$ % Series due 1990 (sometimes referred to as bonds of the Eighth Series), in the aggregate principal amount of Ten Million Dollars (\$10,000,000), none of which bonds of the Eighth Series are now Outstanding, bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{3}{4}$ % 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, and bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{5}{8}$ % 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

WHEREAS, Article XVIII of the Mortgage provides, among other things, that, subject to the provisions of Section 116 of the Mortgage, any modification or alteration of the Mortgage and/or any indenture supplemental thereto and/or any of the rights and obligations of the Company and/or the rights of the holders of the Bonds and/or Coupons issued thereunder in any particular may be made at a meeting of bondholders duly convened and held in accordance with the provisions of said Article, by resolution duly adopted as therein provided when approved by Resolution of the Board of Directors of the Company and (in the case of certain modifications or



alterations) when assented to in writing by the Trustees, all as therein provided; and

WHEREAS, at a meeting of bondholders of the Second Series duly called, convened and held in accordance with the provisions of said Article XVIII, by resolution duly adopted by the bondholders and approved by Resolution of the Board of Directors of the Company (of which Resolution a certified copy has been duly filed by the Company with the Corporate Trustee) as provided in said Article XVIII, the Mortgage has been modified as hereinafter provided; and

WHEREAS, no further action is required by the holders of bonds of any other Outstanding series as a result of the provisions of Section 2 of the Fifth Supplemental Indenture; and

WHEREAS, Section 115 of the Mortgage provides, among other things, that instruments supplemental to the Mortgage embodying any modification or alteration of the Mortgage made at any bondholders' meeting and approved by Resolution of the Board of Directors of the Company may be executed by the Company and the Trustees;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

SECTION 1. In order to evidence the modification of the Mortgage pursuant to the above-mentioned vote by bondholders and pursuant to the above-mentioned approval by Resolution of the Board of Directors of the Company (and in order to evidence the assent thereto in writing by the Trustees, to the extent, if any, that such assent is necessary under the provisions of Section 114 of the Mortgage), the Mortgage is hereby modified to add the following new paragraph to Section 22 of the Mortgage:

"Bonds in addition to those in this Section 22 above provided for and of any one or more series, up to an aggregate principal amount of Twenty-five Million Dollars (\$25,000,000) may be executed by the Company and delivered to the Corporate Trustee 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 this Indenture, 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 subdivision (2) of Section 28 hereof;

(3) a Net Earning Certificate showing the Net Earnings of the Company to be as required by Section 27 hereof in the case of the authentication and delivery of bonds upon the basis of Property Additions;

(4) an Opinion of Counsel such as is described in subdivision (8) of Section 28 hereof; and

(5) the officially authenticated certificates, or other documents, if any, specified in the Opinion of Counsel provided for in subdivision (4) of this Section."

SECTION 2. The Company covenants that from and after April 1, 1966 the First Mortgage Bonds, 3½% Series due 1982, will bear interest at the rate of three and three-quarters per centum (3¾%) per annum in lieu of the three and one-half per centum (3½%) per annum specified in said Bonds and in the First Supplemental Indenture. Any holder of such a registered Bond may, at his option and without charge other than any applicable taxes, submit his Bond to the Corporate Trustee for stamping thereon of the following legend:

"This Bond bears interest at the rate of three and three-quarters per centum (3¾%) per annum from and after April 1, 1966."

Also, any holder of a Bond of the Second Series may, at his option and without charge other than any applicable taxes, exchange his Bond together with all attached coupons, if any, appertaining thereto for a Bond of said

Series in the same aggregate principal amount in either coupon or registered form bearing the following, appropriate legend or legends:

- (1) Such registered Bonds shall bear the following legend:

"This Bond bears interest at the rate of three and three-quarters per centum (3¾%) per annum from and after April 1, 1966."

- (2) Such coupon Bonds shall bear the following legend:

"This Bond bears interest at the rate of three and three-quarters per centum (3¾%) per annum from and after April 1, 1966, and all subsequent coupons, if any, appertaining hereto shall evidence the right to receive interest at said rate."

- (3) The coupons for interest payments after April 1, 1966, appertaining to such coupon Bonds shall bear the following legend:

"Increased to 3¾%—\$18.75".

Whenever any Bonds of the Second Series are hereafter issued in exchange for other Bonds of the Second Series or otherwise, they and any coupons appertaining thereto shall bear the appropriate legend or legends above set forth.

SECTION 3. The terms defined in the Mortgage, as supplemented, shall, for all purposes of this Twelfth Supplemental Indenture, have the meanings specified in the Mortgage, as supplemented.

SECTION 4. The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Twelfth 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 Twelfth 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 Twelfth Supplemental Indenture.

SECTION 5. Whenever in this Twelfth 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 Twelfth 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 6. Nothing in this Twelfth 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 Twelfth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twelfth 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 7. This Twelfth 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.

IN WITNESS WHEREOF, on this 13th day of May, 1966, 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 Spokane, Washington, as of the day and year first above written; and on this 20th day of May, 1966, FIRST NATIONAL CITY BANK, 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 or one of its Trust Officers and its

corporate seal to be attested by one of its Assistant Trust Officers and FRANCIS M. PITT, 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, us of the day and year first above written.

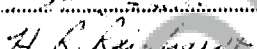
THE WASHINGTON WATER POWER COMPANY,

By  Vice-President

Attest:

  
Secretary

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

  
H. R. REINHARDT

FIRST NATIONAL CITY BANK,  
As Trustee,

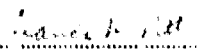
By  Trust Officer

Attest:

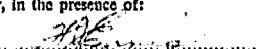
  
Assistant Trust Officer

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

  
H. T. ENNIS

 (L. S.)  
FRANCIS M. PITT

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

  
H. T. ENNIS

STATE OF WASHINGTON, }  
COUNTY OF SPOKANE, } ss.:

On the 11th day of May, 1966, before me personally appeared W. L. THRAILKILL, to be 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 13th day of May, in the year 1966, before me, ISABELLE M. SCHAAF, a Notary Public in and for the State and County aforesaid, personally appeared W. L. THRAILKILL, known to me to be a Vice-President of THE WASHINGTON WATER POWER COMPANY, one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

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

  
Notary Public

ISABELLE M. SCHAAF  
Notary Public, State of Washington,  
in the County of Spokane  
My Commission Expires July 23, 1966

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

On the 20th day of May, 1966, before me personally appeared W. J. McLAUGHLIN, 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 is the corporate seal of said Corporation.

On the 20th day of May, in the year 1966, before me, JOHN L. GRIMMELBEIN, a Notary Public in and for the State and County aforesaid, personally appeared W. J. McLAUGHLIN, 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 this day and year first above written.

*John L. Grimmelbein*  
Notary Public.

JOHN L. GRIMMELBEIN  
Notary Public, State of New York  
No. 30 657530  
Qualified in Nassau County  
Certificate filed in New York County  
Term Expires March 30, 1968

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

On this 20th day of May, in the year 1966, before me, JOHN L. GRIMMELBEIN, a Notary Public in and for the State and County aforesaid, personally appeared FRANCIS M. FITT, 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. FITT, 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 20th day of May, 1966.

*John L. Grimmelbein*  
.....  
Notary Public.

JOHN L. GRIMMELBEIN  
Notary Public, State of New York  
No. 30-6675350  
Qualified in Nassau County  
Certificate filed in New York County  
Term Expires March 30, 1968



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STATE OF WASHINGTON, }  
COUNTY OF SPOKANE, } ss.:

W. L. THRAILKILL, 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.

Subscribed and sworn to before me  
this 13th day of May, 1966. }

*Isabelle M. Schaaf*  
Notary Public

ISABELLE M. SCHAAF  
Notary Public, State of Washington,  
In the County of Spokane  
My Commission Expires July 23, 1966

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

W. J. McLAUGHLIN, 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, 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.

.....*W. J. McLaughlin*.....

Subscribed and sworn to before me }  
this 20th day of May, 1966. }

.....*John L. Grimmelbein*.....

Notary Public

JOHN L. GRIMMELBEIN  
Notary Public, State of New York  
No. 30-6675350  
Qualified in Nassau County  
Certificate filed in New York County  
Term Expires March 30, 1968

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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 20th day of May, 1966. }

*John L. Grimmelbein*  
.....

Notary Public

JOHN L. GRIMMELBEIN  
Notary Public, State of New York  
No. 30-6675350  
Qualified in Nassau County  
Certificate filed in New York County  
Term Expires March 30, 1968

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## 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 20th day of May, 1966.

THE WASHINGTON WATER POWER COMPANY

By [Signature]  
Vice-President.

[Signature]  
Secretary.

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

REGISTERED MAY 25 1966  
COUNTY OF SPOKANE, WASH.  
I HEREBY CERTIFY THAT THE WITHIN  
INSTRUMENT OR WRITING, FILED BY  
Wash. Water Power Co.  
Spokane, Wash.  
APR 30 P 11 July 25 1974  
BOOK 52  
OF mtg. AT PAGE 64-80  
RECORDS OF SPOKANE COUNTY, WASH.  
HR Todd  
COUNTY AUDITOR  
BY P. Parick