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THE WASHINGTON WATER POWER COMPANY

TO

CITIBANK, N.A.

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

Eighteenth Supplemental Adventure



Dated as of June 1, 1980

RETURN TO:
NITECH DAY DEPARTMENT
WASHINGTON WATER POWER COMPANY
P.O. BOX 3737
SEASIDE, WASHINGTON 99220

EIGHTEENTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of June, 1980, between THE WASHINGTON WATER POWER COMPANY, a corporation of the State of Washington, whose post office address is East 1411 Mission Avenue, Spokane, Washington (the "Company"), and CITIBANK, N.A., formerly First National City Bank (successor by merger to First National City Trust Company, formerly City Bank Farmers Trust Company), a national banking association incorporated and existing under the laws of the United States of America, whose post office address is 7 Hanover Square, New York, New York (the "Trustee"), as Trustee under the Mortgage and Deed of Trust, dated as of June 1, 1939 (the "Mortgage"), executed and delivered by the Company to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (the "Eighteenth Supplemental Indenture") being supplemental thereto.

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

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

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

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

Designation	Dated as of
First Supplemental Indenture	October 1, 1952
Second Supplemental Indenture	May 1, 1953
Third Supplemental Indenture	December 1, 1955
Fourth Supplemental Indenture	March 15, 1957
Fifth Supplemental Indenture	July 1, 1957
Sixth Supplemental Indenture	January 1, 1958
Seventh Supplemental Indenture	August 1, 1958
Eighth Supplemental Indenture	January 1, 1959
Ninth Supplemental Indenture	January 1, 1960
Tenth Supplemental Indenture	April 1, 1961
Eleventh Supplemental Indenture	March 1, 1965
Twelfth Supplemental Indenture	May 1, 1966
Thirteenth Supplemental Indenture	August 1, 1966
Fourteenth Supplemental Indenture	April 1, 1970
Fifteenth Supplemental Indenture	May 1, 1973
Sixteenth Supplemental Indenture	February 1, 1975

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

WHEREAS the Company executed and delivered a Seventeenth Supplemental Indenture, dated as of November 1, 1976, which was appropriately filed or recorded in various official records in the states of Washington, Idaho and Montana as follows:

RECORDING IN STATE OFFICES

<u>State</u>	<u>Office of</u>	<u>Date</u>	<u>Financing Statement Document Number</u>
Washington	Secretary of State	11-15-76	0378984
Idaho	"	11-15-76	A71841
Montana	"	11-15-76	66362

RECORDING IN COUNTY OFFICES

<u>County</u>	<u>Office of</u>	<u>Date</u>	<u>Real Estate Mortgage Records</u>		<u>Financing Statement Document No.</u>
			<u>Book</u>	<u>Page</u>	
Washington					
Adams	Auditor	11-16-76	45	694	160737
Asotin	"	11-15-76	Doc. No. 130340		130339
Douglas	"	11-15-76	38	95	7453
Ferry	"	11-15-76	42	722	173125
Franklin	"	11-15-76	85	382	365233
Garfield	"	11-15-76	Doc. No. 15570		1350
Grant	"	11-15-76	214	711	642456
Klickitat	"	11-16-76	115	265	133737
Lewis	"	11-15-76	120	856	822802
Lincoln	"	11-15-76	5	638	340325
Pend Oreille	"	11-18-76	18	189	151940
Skamania	"	11-15-76	53	700	1576
Spokane	"	11-15-76	292	1935	7611150029
Stevens	"	11-15-76	29	18	433783
Thurston	"	11-15-76	761	235	981889
Whitman	"	11-15-76	340	442	440214
Idaho					
Benewah	Recorder	11-15-76	150	1050	136746
Bonner	"	11-15-76	80	546	181385
Boundary	"	11-15-76	25	59	122718
Clearwater	"	11-16-76	Film No. 113452		113453
Idaho	"	11-15-76	Film No. 265775		265776
Kootenai	"	11-15-76	144	593-D	715390
Latah	"	11-15-76	Film No. 283588		283587
Lewis	"	11-15-76	Film No. 1976-1153		83346
Nez Perce	"	11-15-76	Film No. 398397		398398
Shoshone	"	11-15-76	Instr. No. 265179		765178
Montana					
Mineral	Clerk & Recorder	11-15-76	Dr. 1, Card 814		47919
Sanders	"	11-15-76	59	373	139359

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

Series	Principal Amount Issued	Principal Amount Outstanding
3-1/2% Series due 1964	\$22,000,000	None
3-3/4% Series due 1982	30,000,000	\$20,370,000
2-7/8% Series due 1983	10,000,000	None
4-1/8% Series due 1987	10,000,000	None
4-1/8% Series due 1988	10,000,000	None
4-3/8% Series due 1988	15,000,000	15,000,000
4-5/8% Series due 1989	15,000,000	15,000,000
5-3/8% Series due 1990	10,000,000	None
4-5/8% Series due 1994	30,000,000	30,000,000
4-5/8% Series due 1995	10,000,000	10,000,000
6% Series due 1996	20,000,000	20,000,000
9-1/4% Series due 2000	20,000,000	20,000,000
7-7/8% Series due 2003	20,000,000	20,000,000
9-3/8% Series due 2005	25,000,000	25,000,000
8-3/4% Series due 2006	30,000,000	30,000,000

which bonds are also sometimes referred to as bonds of the First through Fifteenth Series, respectively; 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 Trustee, all as therein provided; and

WHEREAS at a meeting of bondholders of all Series of bonds now outstanding under the Mortgage duly called, convened and held in accordance with the provisions of said Article XVIII, by resolutions duly adopted by the bondholders and approved by Resolutions of the Board of Directors of the Company (of which Resolutions a certified copy has been duly filed by the Company with the Trustee) as provided in said Article XVIII, the Mortgage has been modified as hereinafter provided; and

WHEREAS the holders of a majority in principal amount of various series of bonds issued under the Mortgage have waived, by resolutions duly adopted at such meeting and approved by Resolution of the Board of Directors of the Company, certain provisions contained in certain of the supplemental indentures heretofore enumerated in accordance with such provisions; 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 or of any indenture supplemental thereto 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 Trustee;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and of one dollar to it duly paid by the Trustee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, covenants and agrees to and with the Trustee and its successor or successors in such trust under the Mortgage, as follows:

In order to evidence the modifications of the Mortgage and certain of the supplemental indentures herein before enumerated pursuant to the above-mentioned votes and waivers by bondholders and pursuant to the above-mentioned approvals by Resolutions of the Board of Directors of the Company (and in order to evidence the assent thereto in writing by the Trustee, to the extent, if any, that such assent is necessary under the provisions of Section 114 of the Mortgage), the Mortgage is hereby modified as follows:

Section 1. Section 20 and Section 121 of the Mortgage, as amended by Section 4 of the Eleventh Supplemental Indenture to the Mortgage, are hereby amended so as to change the figure "Five Hundred Million Dollars (\$500,000,000)" each time it appears therein to "Ten Billion Dollars (\$10,000,000,000)".

Section 2. The first sentence of Section 4 of the Mortgage is amended to read as follows:

Section 4. The term "Property Additions" shall mean plants, lines, pipes, mains, cables, machinery, transmission lines, pipe lines, distribution systems, service systems and supply systems, vehicles, automobiles, property, real or personal, and improvements, extensions, additions, renewals or replacements acquired by the Company by purchase, consolidation, merger, donation or in any other way whatsoever, subsequent to May 31, 1939, or made or constructed subsequent to May 31, 1939, or in the process of construction or erection in so far as actually constructed or erected subsequent to May 31, 1939, and used or useful or to be used in or in connection with the business of generating, manufacturing, transporting, transmitting, distributing or supplying electricity, gas or steam for light, heat, power, refrigeration or other purposes or water for domestic, agricultural, industrial or other uses.

Section 3. Section 39, as amended by Section 3 of the Tenth Supplemental Indenture to the Mortgage, is amended by adding the following paragraph as a new last paragraph thereof, the present last paragraph to become the penultimate paragraph:

Notwithstanding any other provisions of this Indenture, the Company shall satisfy in full the requirements of subdivision (B) of this Section 39 in any year by delivering bonds and/or utilizing the credit permitted by said subdivision (B); provided, however, that the foregoing covenant shall not be applicable to any such requirement if together with the Treasurer's Certificate required to be delivered pursuant to this Section 39 in connection with such requirement, the Company shall furnish the Corporate Trustee with an Engineer's Certificate, dated not more than ninety (90) days prior to the date of delivery of such Treasurer's Certificate, which Engineer's Certificate states that, after reasonable examination of the property records of the Company, in the opinion of the signers thereof, the Company does not have Property Additions (other than Property Additions constituting Funded Property) having a Cost or Fair Value (whichever is less) equal to or greater than one hundred and ten per centum (110%) of the amount of cash and/or principal amount of bonds required to be delivered to the Corporate Trustee pursuant to said subdivision (B) together with such Treasurer's Certificate (without taking into consideration any credit permitted by said subdivision (B)).

Section 4. Section 38 is amended as follows:

(i) by adding the following paragraph, which shall follow the fifth paragraph thereof, being the full paragraph on page 105 of the Mortgage:

Notwithstanding any other provisions of this Indenture, the Company shall satisfy in full the requirement to deliver cash to the Corporate Trustee in any year pursuant to this Section 38 by utilizing the credit permitted by this Section 38; provided, however, that the foregoing covenant shall not be applicable to any such requirement if, together with the Treasurer's Certificate of the character specified in subdivision (1) above, delivered pursuant to this Section 38 in connection with such requirement, the Company shall furnish to the Corporate Trustee with an Engineer's Certificate, dated not more than ninety (90) days prior to the date of delivery of such Treasurer's Certificate, which Engineer's Certificate states that, after reasonable examination of the property records of the Company, in the opinion of the signers thereof, the Company does not have Property Additions (other than Property Additions constituting Funded Property) having a Cost or Fair Value (whichever is less) equal to or greater than one hundred and ten per centum (110%) of the amount of cash required to be delivered to the Corporate Trustee pursuant to this Section 38 together with such Treasurer's Certificate (without taking into consideration any credit permitted by this Section 38).

(ii) to delete the ninth paragraph thereof, being the first full paragraph on page 108 of the Mortgage.

(iii) by substituting for the definition of "Gross Operating Revenues of the Company" as contained in the first full paragraph on page 111 of the Mortgage the following definition:

The term "Gross Operating Revenues of the Company" for the purpose of this Section is hereby defined as the revenues received by the Company from the sale of electric, gas, steam heat and water utility service and the amounts (other than amounts received for the use of facilities under joint-use pole agreements) received as rentals or fixed charges for the use by others (or the use by the Company for the account of others) of generating and transmission facilities owned by the Company (with all interdepartmental items eliminated), and after deducting an amount equal to the cost to the Company of electricity, gas or other products, purchased for exchange or resale, and after deducting an amount equal to the revenues from the operation of (or, at the option of the Company, the cost of rentals paid by the Company for) electric, gas or other producing, generating, transporting, transmitting or distributing properties leased from others, and after deducting an amount equal to charges to the Company for transmission of electricity and/or transportation of gas by others and after deducting an amount equal to the cost to the Company of fuel in any form charged to operating expenses, including the cost of acquisition and transportation thereof; provided, however, that any operating revenue of the Company which is in controversy as a result of any litigation or which has been impounded, shall be included in the Gross Operating Revenues of the Company for the purpose of this computation, but only after, and in the year in which, any such operating revenue in controversy or impounded is recovered or, at the option of the Company, after, and in the year in which, it shall have been finally determined that such operating revenues belong to the Company.

SECTION 5. The holders of a majority in principal amount respectively of the Fourth, Fifth, Sixth, Seventh, and Ninth through Fifteenth Series having waived certain provisions of the Fifth, Sixth, Seventh, Eighth, Tenth, Eleventh, and Thirteenth through Seventeenth Supplemental Indentures, respectively, the following definition of "Gross Operating Revenues of the Company" is substituted for the definition set forth in Section 38 of the Mortgage and the provisions of Sections 3 and 8 of the Fifth Supplemental Indenture, Sections 2 and 7, respectively, of the Sixth, Seventh and Eighth Supplemental Indentures, Sections 2 and 9 of the Tenth Supplemental Indenture, Sections 2 and 10 of the Eleventh Supplemental Indenture, Sections 2 and 4 of the Thirteenth Supplemental Indenture, Sections 2 and 11 of the Fourteenth Supplemental Indenture, Sections 2 and 8, respectively, of the Fifteenth and Sixteenth Supplemental Indentures, and Sections 2 and 10 of the Seventeenth Supplemental Indenture:

The term "Gross Operating Revenues of the Company" for the purpose of this Section is hereby defined as the revenues received by the Company from the sale of electric, gas, steam heat and water utility service and the amounts (other than amounts received for the use of facilities under joint-use pole agreements) received as rentals or fixed charges for the use by others (or the use by the Company for the account of others) of generating and transmission facilities owned by the Company (with all interdepartmental items eliminated), and after deducting an amount equal to the cost to the Company of electricity, gas or other products, purchased for exchange or resale, and after deducting an amount equal to the revenues from the operation of (or, at the option of the Company, the cost of rentals paid by the Company for) electric, gas or other producing, generating, transporting, transmitting or distributing properties leased from others, and after deducting an amount equal to charges to the Company for transmission of electricity and/or transportation of gas by others and after deducting an amount equal to the cost to the Company of fuel in any form charged to operating expenses, including the cost of acquisition and transportation thereof; provided, however, that any operating revenue of the Company which is in controversy as a result of any litigation or which has been impounded, shall be included in the Gross Operating Revenues of the Company for the purpose of this computation, but only after, and in the year in which, any such operating revenue in controversy or impounded is recovered or, at the option of the Company, after, and in the year in which, it shall have been finally determined that such operating revenues belong to the Company.

SECTION 6. Section 28(7)(b) of the Mortgage is amended to read as follows:

(b) that the ownership and operation of the Property (additions in respect of which the application is made are within the corporate purposes of the Company as set forth in its charter or in applicable statutes; and

SECTION 7. The first sentence of Section 37 of the Mortgage is amended by substituting the following sentence for the present first sentence thereof:

That it will keep or cause to be kept all the mortgaged property insured against fire to the extent that property of similar character is usually so insured by companies similarly situated and operating like properties, to a reasonable amount, by reputable insurance companies, any loss, except as to materials and supplies and motor vehicles and except any loss less than a dollar amount equal to one per centum (1%) of the aggregate principal amount of bonds Outstanding hereunder on the date the applicable policy or policies go into effect, to be made payable to the Corporate Trustee at its interest may appear, or to the trustee or other holder of any mortgage or other lien constituting a Prior Lien or a lien prior hereto, if the terms thereof require losses so to be made payable; or that it will, in lieu of or supplementing such insurance in whole or in part, adopt some other method or plan of protection against loss by fire at least equal in protection to the method or plan of protection against loss by fire of companies similarly situated and operating properties subject to similar or greater fire hazards or on which properties an equal or higher primary fire insurance rate has been set by reputable insurance companies, and that if it shall adopt such other method or plan, it will, except as to materials and supplies and motor vehicles and except as to any particular loss less than a dollar amount equal to one per centum (1%) of the aggregate principal amount of bonds Outstanding hereunder on the date such method or plan goes into effect, pay to the Corporate Trustee on account of any loss sustained by reason of the destruction or damage of property by fire, an amount of cash equal to such loss less any amounts otherwise paid to the Corporate Trustee or to the trustee or other holder of any mortgage or other lien constituting a Prior Lien or a lien prior hereto, if the terms thereof require losses so to be paid.

SECTION 8. Subject to the amendments provided for in this Eighteenth Supplemental Indenture, the terms defined in the Mortgage, as supplemented shall for all purposes of this Eighteenth Supplemental Indenture, have the meanings specified in the Mortgage, as supplemented.

SECTION 9. The Trustee hereby accepts the trusts hereby created, 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 Eighteenth Supplemental Indenture, or for or in respect of the results contained herein, all of which recitals are made by the Company solely. Each and every statement and condition contained in Article XVI of the Mortgage, as supplemented shall apply to and form part of this Eighteenth 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 Eighteenth Supplemental Indenture.

SECTION 10. Whenever in this Eighteenth 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 of the covenants and agreements in this Eighteenth 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 11. Nothing in this Eighteenth 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 Eighteenth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereon, and all the covenants, conditions, stipulations, promises and agreements in this Eighteenth Supplemental Indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties herein, and of the holders of the bonds and of the coupons Outstanding under the Mortgage.

SECTION 12. This Eighteenth 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.

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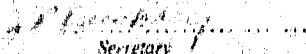
IN WITNESS WHEREOF, on this 30th day of May, 1980, THE WASHINGTON WATER POWER COMPANY has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its 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 4th day of June, 1980, CITIBANK, N.A., has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Senior Trust Officers or one of its Trust Officers and its corporate seal to be attested by one of its Trust Officers, all in The City of New York, New York, as of the day and year first above written.

THE WASHINGTON WATER POWER COMPANY


By


 President

Attest:


 Secretary

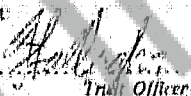
Exhibited, sealed and delivered by THE WASHINGTON
 WATER POWER COMPANY, in the presence of



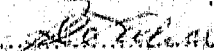
CITIBANK, N.A., AS TRUSTEE


 Senior Trust Officer

Attest:


 Trust Officer

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



STATE OF WASHINGTON }
COUNTY OF SPOKANE } ss.:

On the 30th day of May, 1980, before me personally appeared W. J. SATRE, 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 30th day of May, 1980, before me, GAIL L. JARVIS, a Notary Public in and for the State and County aforesaid, personally appeared W. J. SATRE, 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.

Gail L. Jarvis
Notary Public

Unofficial
Copy

STATE OF NEW YORK }
COUNTY OF NEW YORK }

On the 4th day of June, 1980, before me personally appeared O. BOHACHEWSKY, to me known to be a Senior Trust Officer of CITIBANK, N.A., one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned and in oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On the 4th day of June, in the year 1980, before me, H. DOUGLAS HUNTER, a Notary Public in and for the State and County aforesaid, personally appeared O. BOHACHEWSKY, known to me to be a Senior Trust Officer of CITIBANK, N.A., one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

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

H. Douglas Hunter
Notary Public

H. DOUGLAS HUNTER
Notary Public, State of New York
No. 31-470795
Qualified in New York County
Term Expires March 30, 1981

90882

STATE OF WASHINGTON
COUNTY OF SKAGAMIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY

Shapiro White & Associates Co
Box 3727 Spokane, WA

AT 11:00 A.M. on 6-16-80

WAS RECORDED IN BOOK 57

BY 7177 AT PAGE 172

RECORDS OF RECORDERS SKAGAMIA, WASH.

Shapiro White & Associates Co
COUNTY AUDITOR

E. J. [Signature]

REGISTERED	<i>E</i>
INDEXED	<i>1</i>
INDEXED	<i>1</i>
RECORDED	<i>1</i>
COMPARED	
MAILED	<i>6</i>