# BOOK 5/PAGE 7/0

Executed in 125 Counterparts
Of Which This is Counterpart No. 83

### 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

# Nineteenth Supplemental Indenture

Providing among other things for First Mortgage Bonds, 144% Series due 1993

Dated as of January 1, 1981



### NINETEENTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of January, 1981, 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 111 Wall Street, New York, New York (the "Trus"en"), 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 "Nineteenth 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 Indentitie	May 1, 1903
Third Supplemental Indenture	December 1, 1927
Fourth Supplemental Indenture Advantage and Advantage Ave.	March 15, 1857
Fifth Supplemental Indenture	July 1, 1957
Sixth Supplemental Indenture	January I, 1958
Seventh Sunnlemental Indenture	August I, 1906
Fighth Supplemental Indenture	January I, 1909
Ninth Supplemental Indenture	January 1, 1200
Tenth Sunnlemental Indenture	Wbut if 1304
Fleventh Supplemental Indenture	March I, 1905
Twelfth Sunnlemental Indenture	May 1, 1900
Thirteenth Supplemental indenture	August 1, 1900
Fourteenth Supplemental Indenture	April 1, 1919
Fifteenth Supplemental Indenture	May 1, 1973
Sixteenth Supplemental Indenture Seventeenth Supplemental Indenture	1-ebruary 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 an Eighteenth Supplemental Indenture, dated as of June 1, 1980, which was appropriately filed or recorded in various official records in the states of Washington, Idaho and Montana as follows:

# FILING IN STATE OFFICES

State	Die Die State der Die Die State der Die State der Die State der Die Die State der Die Die State der Die Die Die Die State der Die	coment umber
Washington	Department of Licensing 6-17-80 80	169092 25206
Juaho Montana	Secretary of State 6-20-80 6-16-80	02251

# RECORDING IN COUNTY OFFICES

			Real Estate Mortgage Records		Financing Statement Document
County	Office of	Date	<u>Book</u>	Page	No.
Washington				117	181835
Adams	Auditor	6-13-11)	51 110016	1.1.5	8888
Asotin	Auditor	6-1.3-9J	Dos. No. 148046	356	11991
Douglas	Auditor	6 13-80	102	627	185748
Ferry	Auditor	F-13-80	59	105	402407
Franklin	Auditor	6-13-80	138	105	1919
Garfield	Auditor	6-13-80	Doc. No. 17573	3.64	70,507
Grant	Auditor	6-13-80	324	256	177084
Klickitat	Auditor	6-16-80	124	437	877582
Lewis	Auditor	6-16-80	210	16	355813
Lincoln	Auditor	6-13-80		386	168114
Pend Oreille	Auditor	6-13-80	34	708	
Skamania	Auditor	6-16-80	57	203	2110
Spokane	Auditor	6-13-80	505	1456	8006130039
Stevens	Auditor	6-13-80	58	1220	497096
Thurston	Auditor	6-17-80	1006	273	1114295
Whitman	Auditor	6-13-80	General Index		471611
					over od side Byzanie propin
Idaho	Recorder	6-16-80	150	915	148873
Benewah		6-16-80	105	84	229089
Bonner	Recorder	6-16-80	37	73	133166
Boundary	Recorder	6-16-80	Film No. 125730	J 577	125731
Clearwater	Recorder	6-19-80	Film No. 285508	Land Albania	285509
Idaho	Recorder	6-25-80	168	429	845590
Kootenai	Recorder	6-16-80	Film No. 307334		307335
Latah	Recorder	6-16-80	Film No. 1980-583		88475
Lewis	Recorder	6-16-80	Film No. 436617	distribution	436618
Nez Perce	Recorder	6-18-80	Instr. No. 286458		286460
Shoshone	Recorder	, 0-19-00	1050 - 140 - 200420		
Montana	an Ataloga (Alika) An Ataloga (Alika)				53769
Mineral Sanders	Clerk & Recorder Clerk & Recorder	6-16-80 6-17-80	Dr. 1, Card 1475 64	833	152973

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, as supplemented, the following series of First Mortgage Bonds:

	Series			Principal Amount Issued	Amount Outstanding
3-1/29	7777	1964		\$22,000,000	None
			*****	30,000,000	\$20,370,000
				10,000,000	None
	1 1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		******	30,000,000	30,000,000
			geriefeleräkoren (j.	20,000,000	20,000,000
		and the state of t		15,000,000	15,000,000
			(1444)3441344134	15,000,000	15,000,000
				10,000,000	None
			**********	30,000,000	30,000,000
				10,000,000	10,000,000
					20,000,000
			*****	20,000,000	20,000,000
9-1/4	% Series du	e 2900		20,000,000	
7-7/8	% Series du	e 2003		20,000,000	20,000,000
				25,000,000	25,000,000
				30,000,000	30,000,000

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

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereun der and of the coupons to be attached to coupon bonds of such series shall be established by Resolution of the Board of Directors of the Corapany; 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 overants, 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 seri 3 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 Nineteenth Supplemental Indenture, and the terms of the bonds of the Sixteenth 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 Nineteenth Supplemental Indenture a valid, binding and legal instrument for the security of the bonds have been performed;

Now, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and of one dollar to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustee and in order further to secure the payment of both the principal of and interest and premium, 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, niortgages, pledges, sets over and confirms unto Citibank, N.A.; as Trustee under the Mortgage, and to its successor or successor) in said trust forever, all the collowing described properties of the Company, acquired by the Company since the execution and delivery of the Mortgage, whether now owned or hereafter acquired, namely:

All of the property, real, personal and mixed, of every character and where oever situal ed (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 Nineteenth Supplemental Indenture) all lands, real estate, easements, servitudes, rights of way and leasehold and other interests in real estate; all rights to the use or appropriation of water, flowage rights, water storage rights, flooding rights, and other rights in respect of or relating to water; all plants for the generation of electricity, power houses, dams, dam sites, reservoirs, flumes, raceways, diversion works, head works, waterways, water works, water systems, gas plants, steam heat plants, hot water plants, ice or refrigeration plants, stations, substations, offices, buildings and other works and structures and the equipment thereof and all improvements, extensions and additions thereto; all generators, machinery, engines, turbines, boilers, dynamos, transformers, motors, electric machines, switchboards, regulators, meters, electrical and mechanical appliances, conduits, cables, pipes and mains; all lines and systems for the transmission and distribution of electric current, gas, steam heat or water for any purpose; all towers, mains, pipes, poles, pole lines, conduits, cubles, 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 phylleges; and (except as hereinafter or in the Mortgage, as supplemented, expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature.

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

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

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 Nineteenth Supplemental Indenture and from the lien and operation of the Mortgi.ge, as supplemented, namely: (1) cash, shares of stock and obligations (including bonds, notes and other securities) not hereafter specifically pledged, paid, deposited or delivered under the Mortgage, as supplemented, or covenanted so to be; (2) merchandise, equipment,

materials or supplies held for the purpose of sale in the usual course of business or for consumption in the operation of any properties of the Company; (3) bil' notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage, as supplemented, or this Nineteenth Supplemental Indenture or covenanted so to be; (4) electric energy and other materials or products ginerated, 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 Nineteenth 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 inited, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Trustee, and its successors, heirs and assigns forever:

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as set forth in the Mortgage, as supplemented, this Nineteenth 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 sweeted 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

### Sixteenth Series of Bonds

Section 1. There shall be a series of bonds designated "144% Series due 1991" (herein sometimes referred to as the "Sixteenth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which shall be established by Resolution of the Board of Directors of the Company, shall central suitable provisions with respect to the matters herdicafter in this Section specified. Bonds of the Sixteenth Series shall mature on January 1, 1991, 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), shall be dated as in Section 11 of the Mortgage provided, shall near interest at the rate of 144% per annually on suly 1 and January 1 of each year, 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 debt.

(I) Bonds of the Sixteenth Series shall not be redeemable prior to January 1, 1988. On and after January 1, 1988, Bonds of the Sixteenth Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, including, but not limited to, the

application of cash deposited with the Trustee pursuant to the provisions of Section 38, Section 39 or Section/64 of the Mortgage, as supplemented, or with the Proceeds of Released Property, 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 general redemption price of 100.00% of their principal amount, in each case together with accrued interest to the date fixed for redemption.

(II) At the option of the registered owner, any bonds of the Sixteenth 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 Sixteenth 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 exchange or transfer of bonds of the Sixteenth 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 Sixteenth Series.

Upon the delivery of this Nineteenth Supplemental Indenture, bonds of the Sixteenth Series in the aggregate principal amount of \$40,000,000 are to be issued forthwith and will be Outstanding, in addition to \$255,370,000 aggregate principal amount of bonds of prior series Outstanding at the date of delivery of this Nineteenth Supplemental Indenture.

#### ARTICLE II

#### Miscellaneous Provisions

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

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

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Nineteenth 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 Nineteenth Supplemental Indenture with the same force and effect at it the same were hereit; act 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 Nineteenth Supplemental Indenture.

SECTION 4. Whenever in this Nineteenth 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 applemented, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Nineteenth Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustee, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 5. Nothing in this Mineteenth 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 Mineteenth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and

7

agreements in this Nineteenth 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 under the Mortgage.

SECTION 6. So long as any bonds of the Sixteenth 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 Sixteenth Series Outstanding at the time of such waiver, notwithstanding the provisions of the second paragraph of Section 7 of the Mortgage, in and 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 131% of the Gross Operating Revenues of the Company (as defined in Section 38 of the Mortgage, as supplemented) for the twelve consecutive calendar months covered by such certificate after or accrued for repairs and maintenance.

SECTION 7. This Nineteenth 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 8. The titles of the several Articles of this Nineteenth Supplemental Indenture shall not be deemed to be any part thereof.

IN WITNESS WHEREOF, on this 15th day of January, 1981, 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 New York, New York, as of the day and year first above written; and on this 15th day of January, 1981, 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 Sentor 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 POYER COMPANY

Attest:

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

andrew & Kriseder

CITIBANK, N.A., AS TRUSTEE

y Senior Trust Officer

Attest:

- Affalligini Trust Officer

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

Thursday her

STATE OF NEW YORK SS.

On the 15th day of January, 1981, 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 15th day of January, 1981, before me, JOAN TAGLIAFERRI, 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.

Notary Lable

JOAN TAGLIAFERRI Notary Public, State of New York No. 24-4681988 Qualified in Kings County Certificate filed in New York County Commission Expires March 30, 1982

10

STATE OF NEW YORK SS.

On the 15th day of January, 1981, before me personally appeared P. DeFelice, to me known to be a Senior Trust Officer of CITIBANK, N.A., one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation for the uses and purposes therein mentioned and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

On the 15th day of January, in the year 1981, before me ENZO L. CARBOCCI, a Notary Public is and for the State and County aforesaid, personally appeared P. DeFelice, known to me to be a Senior Trust Officer of CITIBANK, N.A., one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

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

Notary Public

ENZO L. CARBOCCI Notaty Public, State of New York No. 33-560559 Chralifed in Richmond County Curt. Filed in New York County Term Spires March 30, 1982

STATE OF WASHINGTON) SS.
COUNTY OF SYMMANIA

I HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT OF WRITING FILED BY

THE TELL LESSEN TO STATE OF THE STATE

Registered Indexed, Dir. V Indirect Recorded Malled