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P. Levy
AUDITOR

GARY H. OLSON

BOOK 144 PAGE 101

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

Twenty-seventh Supplemental Indenture

Providing among other things for a series of bonds
designated "Secured Medium-Term Notes, Series B
(being a series of First Mortgage Bonds)"

Dated as of January 1, 1994

Registered

Indexed, Dir

Indexed

Filed

Mailed

TWENTY-SEVENTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the 1st day of January 1994, 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 "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 "Twenty-seventh 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 has heretofore executed and delivered, in addition to the Mortgage, the indentures supplemental to the Mortgage, and has issued the series of bonds, set forth in Exhibit A hereto; and

WHEREAS the Mortgage and the First through Twenty-fifth Supplemental Indentures have been appropriately filed or recorded in various official records in the States of Washington, Idaho and Montana, as set forth in the First through Twenty-sixth Supplemental Indentures; and

WHEREAS the Twenty-sixth Supplemental Indenture, dated as of April 1, 1993, has been appropriately filed or recorded in the various official records in the States of Washington, California, Idaho, Montana and Oregon set forth in Exhibit B hereto; and

WHEREAS for the purpose of confirming or perfecting the lien of the Mortgage on certain of its properties, the Company has heretofore executed and delivered a Short Form Mortgage and Security Agreement, in multiple counterparts dated as of various dates in 1992, and such instrument has been appropriately filed or recorded in the various official records in the States of California, Montana and Oregon; 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 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 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 Twenty-seventh Supplemental Indenture, and the terms of the bonds of the Twenty-fifth 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 Twenty-seventh 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 enrolling 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, 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 Citibank, N.A., 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, namely:

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 Twenty-seventh 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, 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 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 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 Twenty-seventh Supplemental Indenture and from the lien and operation of the Mortgage, 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) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage, as supplemented, or this Twenty-seventh 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 Twenty-seventh 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 set forth in the Mortgage, as supplemented, this Twenty-seventh 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

Twenty-fifth Series of Bonds

SECTION 1. (I) There shall be a series of bonds designated "Secured Medium-Term Notes, Series B (being a series of First Mortgage Bonds)" (herein sometimes referred to as the "Twenty-fifth 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 contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Twenty-fifth Series shall be issued as fully registered bonds in denominations of One Hundred Thousand Dollars and, at the option of the Company, any amount in excess thereof which is an integral multiple of Ten Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof) and shall be dated as in Section 10 of the Mortgage provided. Each bond of the Twenty-fifth Series shall (a) be issued in such principal amount, (b) mature on such date (with respect to each such bond the "Stated Maturity Date") not less than nine months nor more than 40 years from its Original Issue Date (as defined below), (c) bear interest at such rate, computed on the basis of a 360-day year consisting of twelve 30-day months, payable semi-annually on January 1 and July 1 in each year, commencing July 1, 1994 (each such date being hereinafter called an "Interest Payment Date") and at Maturity (as hereinafter defined) and (d) have such other terms and provisions, all as shall be specified by the Company in a written order, or orders, executed by the Chairman of the Board, the President, any Vice President, the Treasurer or any Assistant Treasurer of the Company, delivered to the Trustee referring to the bonds of the Twenty-fifth Series (each such written order being hereinafter sometimes referred to as a "Company Order"), such specification by such an officer of the Company having been heretofore authorized in a Resolution filed with the Trustee referring to this Twenty-seventh Supplemental Indenture. Each bond of the Twenty-fifth Series shall bear interest from its Original Issue Date, if the date of such bond is prior to the first Interest Payment Date after such Original Issue Date, or, if the date of such Bond is after such first Interest Payment Date, from the Interest Payment Date next preceding the date of such bond. The principal of and premium, if any, and interest on each bond of the Twenty-fifth Series payable at Maturity shall be payable upon presentation thereof at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency as at the time of payment is legal tender for public and private debts. The interest on each bond of the Twenty-fifth Series (other than interest payable at Maturity) shall be payable by check, in similar coin or currency, mailed to the registered owner thereof as of the close of business on December 15 or June 15, as the case may be, next preceding each Interest Payment Date.

(each such date being herein called a "Record Date"); provided, however, that if such registered owner shall be a securities depository, such payment may be made by such other means in lieu of check as shall be agreed upon by the Company, the Trustee and such registered owner. Notwithstanding the foregoing, if the Original Issue Date of a bond of the Twenty-fifth Series is after a Record Date and before the corresponding Interest Payment Date, the first payment of interest on such bond shall be made on the next succeeding Interest Payment Date to the person in whose name such bond was registered on the Record Date with respect to such next succeeding Interest Payment Date. Interest payable at Maturity shall be paid to the person to whom principal shall be paid.

As used herein, the term "Original Issue Date" shall mean, with respect to any bond of the Twenty-fifth Series, the date of authentication and delivery hereunder of such bond, or, in the case of any particular bond which has been authenticated and delivered upon the registration of transfer or exchange of, or in substitution for, another bond, the date of the original authentication and delivery hereunder of the first bond authenticated and delivered hereunder representing all or a portion of the same obligation as that evidenced by such particular bond; and the term "Maturity" shall mean, with respect to any bond of the Twenty-fifth Series, the date on which the principal of such bond becomes due and payable, whether on the Stated Maturity Date, upon redemption or otherwise.

(II) Bonds of the Twenty-fifth Series may be redeemable in whole at any time, or in part from time to time, prior to the respective Stated Maturity Dates thereof, either at the option of the Company or by the application (either at the option of the Company or pursuant to the requirements of the Mortgage) of cash deposited with the Trustee pursuant to the provisions of Section 38, Section 39 or Section 64 of the Mortgage or with the Proceeds of Released Property, upon notice mailed as provided in Section 52 of the Mortgage, to such extent, at such times, at such prices and upon such terms and conditions, if any, as shall be specified in one or more Company Orders delivered to the Trustee.

(III) At the option of the registered owner, any bonds of the Twenty-fifth 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 which have the same Original Issue Date, Stated Maturity Date, redemption provisions, if any, and which bear interest at the same rate.

Bonds of the Twenty-fifth 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 Twenty-fifth 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 Twenty-fifth Series; provided, however, that the Company shall not be required to make any transfer or exchange of any bonds of the Twenty-fifth Series for a period of 10 days next preceding any selection of such bonds for redemption, nor shall it be required to make transfers or exchanges of any bonds of the Twenty-fifth Series which shall have been selected for redemption in whole or in part or as to which the Company shall have received a notice for the redemption thereof in whole or in part at the option of the registered owner.

Upon the delivery of this Twenty-seventh Supplemental Indenture, bonds of the Twenty-fifth Series in an aggregate principal amount initially not to exceed \$250,000,000 are to be issued from time to time, and upon issuance and delivery, will be Outstanding, in addition to (a) \$318,700,000 aggregate principal amount of bonds of prior series Outstanding at the date of delivery of this Twenty-seventh Supplemental Indenture and (b) \$25,000,000 aggregate principal amount of bonds of the Twenty-fourth Series remaining to be issued from time to time, out of \$250,000,000 in aggregate principal amount initially authorized.

ARTICLE II

SECTION 2. The Company reserves the right, subject to appropriate corporate action, but without any consent or other action by holders of bonds of the Twenty-fifth Series, to make such amendments to the Mortgage as shall be necessary in order to make any or all of the amendments to the Mortgage set forth in paragraphs (1), (2), (3), (4), (5), (6) and (8) of Exhibit C to the Twenty-sixth Supplemental Indenture, dated as of April 1, 1993.

The Company confirms its reservation, contained in Article III of the Fourteenth Supplemental Indenture, dated as of April 1, 1970, of the right, subject to appropriate corporate action but without any consent or other action by holders of bonds of the Twelfth Series (as defined therein), or of any subsequently created series, to make such amendments to the Mortgage as shall be necessary in order to amend Article XVIII of the Mortgage to read as set forth in said Article III of said Fourteenth Supplemental Indenture. In addition, the Company hereby reserves the right, subject to appropriate corporate action but without any consent or other action by holders of bonds of the Twenty-fifth Series, to make such amendments to the Mortgage as shall be necessary in order to make the amendments to the Mortgage set forth in paragraph (7) of Exhibit C to the Twenty-sixth Supplemental Indenture.

ARTICLE III

Miscellaneous Provisions

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

SECTION 4. 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 Twenty-seventh 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 Twenty-seventh 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 Twenty-seventh Supplemental Indenture.

SECTION 5. Whenever in this Twenty-seventh 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 Twenty-seventh 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 6. Nothing in this Twenty-seventh 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 Twenty-seventh Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twenty-seventh 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 Twenty-seventh 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 Twenty-seventh Supplemental Indenture shall not be deemed to be any part thereof.

IN WITNESS WHEREOF, on the 14th day of January 1994, 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 Corporate Secretary or one of its Assistant Corporate Secretaries for and in its behalf, all in The City of Spokane, Washington, as of the day and year first above written; and on the 18th day of January 1994, 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 Vice Presidents or one of its Senior Trust Officers or one of its Trust Officers and its corporate seal to be attested by one of its Vice Presidents or 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

Vice President

Attest:

Corporate Secretary

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

Daniel C. Shaw

Phillip G. Robinson

CITIBANK, N.A., AS TRUSTEE

By

Vice President

Attest:

Vice President

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

J. Berger

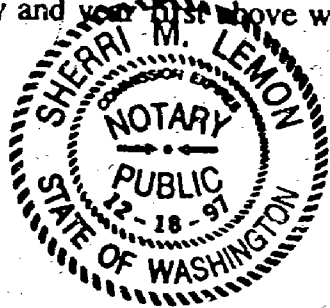
CITIBANK

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss.:

On the 14th day of January 1994, before me personally appeared J. E. Eliassen, to me known to be a Vice President of THE WASHINGTON 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 14th day of January 1994, before me, Sherri M. Lemon, a Notary Public in and for the State and County aforesaid, personally appeared J. E. Eliassen, 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.



Sherri M. Lemon
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 18th day of January 1994, before me personally appeared Timothy D. Finnegan, to me known to be a Vice President 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 18th day of January 1994, before me, Peter Pavlyshin, a Notary Public in and for the State and County aforesaid, personally appeared Timothy D. Finnegan, known to me to be a Vice President 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.

Peter Pavlyshin
Notary Public

PETER M. PAVLYSHIN
Notary Public, State of New York
#14901297
Queens County,
New York County
January 27, 1994



EXHIBIT A

MORTGAGE, SUPPLEMENTAL INDENTURES
AND SERIES OF BONDS

MORTGAGE OR SUPPLEMENTAL INDENTURE	DATED AS OF	SERIES	PRINCIPAL AMOUNT ISSUED	PRINCIPAL AMOUNT OUTSTANDING
Original	June 1, 1939	3-1/2% Series due 1964	\$22,000,000	None
First	October 1, 1952	3-3/4% Series due 1982	30,000,000	None
Second	May 1, 1953	3-7/8% Series due 1983	10,000,000	None
Third	December 1, 1955	None		
Fourth	March 15, 1957	None		
Fifth	July 1, 1957	4-7/8% Series due 1987	30,000,000	None
Sixth	January 1, 1958	4-1/8% Series due 1988	20,000,000	None
Seventh	August 1, 1958	4-3/8% Series due 1988	15,000,000	None
Eighth	January 1, 1959	4-3/4% Series due 1989	15,000,000	None
Ninth	January 1, 1960	5-3/8% Series due 1990	10,000,000	None
Tenth	April 1, 1964	4-5/8% Series due 1994	30,000,000	None
Eleventh	March 1, 1965	4-5/8% Series due 1995	10,000,000	\$10,000,000
Twelfth	May 1, 1966	None		
Thirteenth	August 1, 1966	6 % Series due 1996	20,000,000	None
Fourteenth	April 1, 1970	9-1/4% Series due 2000	20,000,000	None
Fifteenth	May 1, 1973	7-7/8% Series due 2003	20,000,000	None
Sixteenth	February 1, 1975	9-3/8% Series due 2005	25,000,000	None
Seventeenth	November 1, 1976	8-3/4% Series due 2006	30,000,000	None
Eighteenth	June 1, 1980	None		
Nineteenth	January 1, 1981	14-1/8% Series due 1991	40,000,000	None
Twentieth	August 1, 1982	15-3/4% Series due 1990-1992	60,000,000	None
Twenty-First	September 1, 1983	13-1/2% Series due 2013	60,000,000	None
Twenty-Second	March 1, 1984	13-1/4% Series due 1994	60,000,000	None
Twenty-Third	December 1, 1986	9-1/4% Series due 2016	80,000,000	None
Twenty-Fourth	January 1, 1988	10-3/8% Series due 2018	50,000,000	None
Twenty-Fifth	October 1, 1989	7-1/8% Series due 2013	66,700,000	66,700,000
		7-2/5% Series due 2016	17,000,000	17,000,000
Twenty-Sixth	April 1, 1993	Secured Medium-Term Notes, Series A (\$250,000,000 authorized)	225,600,000	225,000,000

EXHIBIT B

FILING AND RECORDING OF
TWENTY-SIXTH SUPPLEMENTAL INDENTURE

FILING IN STATE OFFICES

State	Office of	Date	Financing Statement Document Number
Washington	Secretary of State	5/10/93	93-130-0906
California	Secretary of State	6/01/93	93110565
Idaho	Secretary of State	5/13/93	B-562850
Montana	Secretary of State	5/10/93	405564
Oregon	Secretary of State	5/12/93	R-55108

RECORDING IN COUNTY OFFICES

County	Office of	Date	Real Estate Mortgage Records			Financing Statement Document Number
			Document Number	Book	Page	
<u>Washington</u>						
Adams	Auditor	05/10/93	230642	200	194-222	N/A
Asotin	Auditor	05/11/93	201765	N/A	N/A	N/A
Benton	Auditor	05/10/93	93-12808	579	2877-2905	N/A
Douglas	Auditor	05/10/93	284907	M366	679-706	N/A
Ferry	Auditor	05/10/93	224117	N/A	N/A	N/A
Franklin	Auditor	05/10/93	497840	319	337-365	N/A
Garfield	Auditor	05/10/93	1805	N/A	N/A	N/A
Grant	Auditor	05/10/93	930510046	28	2378-2406	N/A
Grays Harbor	Auditor	05/10/93	930511047	93	13731-13758	N/A
Klickitat	Auditor	05/11/93	234486	296	113-141	N/A
Lewis	Auditor	05/10/93	9306166	549	257-285	N/A
Lincoln	Auditor	05/10/93	392504	62	881-909	N/A
Pend Oreille	Auditor	05/10/93	216971	103	97-125	N/A
Skamania	Auditor	05/10/93	116196	135	186-214	N/A
Spokane	Auditor	05/10/93	9305100252	1426	1656-1684	N/A
Stevens	Auditor	05/10/93	9304767	169	2026-2055	N/A
Thurston	Auditor	05/10/93	9305100250	2089	596-624	N/A
Whitman	Auditor	05/11/93	559038	N/A	N/A	N/A
<u>California</u>						
El Dorado	Recorder	05/10/93	27188	4015	542-570	N/A
<u>Idaho</u>						
Beneviah	Recorder	05/10/93	0192504	N/A	N/A	N/A
Bonner	Recorder	05/10/93	0424363	N/A	N/A	N/A
Boundary	Recorder	05/10/93	0169906	89	31	N/A
Clearwater	Recorder	05/10/93	162305	N/A	N/A	N/A
<u>Idaho (con't)</u>						
Idaho	Recorder	05/10/93	368597	N/A	N/A	N/A
Kootenai	Recorder	05/10/93	1303716	N/A	N/A	N/A

RECORDING IN COUNTY OFFICES

<u>Real Estate Mortgage Records</u>						<u>Financing Statement Document Number</u>
<u>County</u>	<u>Office of</u>	<u>Date</u>	<u>Document Number</u>	<u>Book</u>	<u>Page</u>	
Latah	Recorder	05/10/93	396143	N/A	N/A	N/A
Lewis	Recorder	05/10/93	114673	N/A	N/A	N/A
Nez Perce	Recorder	05/10/93	572374	N/A	N/A	N/A
Shoshone	Recorder	05/10/93	356944	N/A	N/A	N/A
<u>Montana</u>						
Big Horn	Clerk & Recorder	05/11/93	306364	22	501-529	
Broadwater	Clerk & Recorder	05/10/93	126347	26	271-299	N/A
Golden Valley	Clerk & Recorder	05/10/93	71754	M	6872-6900	N/A
Meagher	Clerk & Recorder	05/10/93	101791	F37	648-676	N/A
Mineral	Clerk & Recorder	05/10/93	76552	Drawer 2	Cards 3829- 3829C	N/A
Rosebud	Clerk & Recorder	05/11/93	72450	80	882-910	N/A
Sanders	Clerk & Recorder	05/10/93	208435	Micro No. 6533	N/A	N/A
Stillwater	Clerk & Recorder	05/10/93	270426	115	371-399	N/A
Treasure	Clerk & Recorder	05/10/93	73710	12	948-976	N/A
Wheatland	Clerk & Recorder	05/10/93	95004	M	7936-7964	N/A
Yellowstone	Clerk & Recorder	05/10/93	1683443	1396	369-398	N/A
<u>Oregon</u>						
Douglas	Recorder	05/10/93	93-09638	1234	245-273	N/A
Jackson	Recorder	05/11/93	93-15010			
Josephine	Recorder	05/11/93	93-08763	157	1201-1229	N/A
Klamath	Recorder	05/11/93	61299	M-93	10486-10514	N/A
Union	Recorder	05/10/93	147136	N/A	N/A	N/A