

142596

BOOK 215 PAGE 715

FILED  
SKANEATELE  
BY *Avista*

OCT 15 9 14 AM '01

*Olson*  
AUDITOR  
GARY H. OLSON

Return Address:  
Avista Corporation  
Real Estate Department, MSC-25  
P.O. Box 3727  
Spokane, WA. 99220-3727

**Indexing Data**

**Document title:** 28th Supplemental Indenture

**Reference numbers of related documents:**

27th Supplemental Indenture: filed June 27, 1994, at Auditor #119819,  
Book 144, page 101

**Grantor:**

1. Avista Corporation

**Grantee:**

1. Citibank, N.A.

**Legal Description:** Not Applicable

**Assessor's Property Tax Parcel Account Number(s):** Not Applicable

Registered	/
Recorded	/
Indexed	/
Filed	/
Back	/

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**AVISTA CORPORATION**

**TO**

**CITIBANK, N.A.**

*As Successor Trustee under  
Mortgage and Deed of Trust,  
dated as of June 1, 1939*

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**Twenty-eighth Supplemental Indenture**

*Providing among other things for a series of bonds designated  
"First Mortgage Bonds, Collateral Series due 2002"  
Due May 29, 2002*

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**Dated as of September 1, 2001**

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## TWENTY-EIGHTH SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the 1st day of September 2001, between AVISTA CORPORATION (formerly known as The Washington Water Power Company), a corporation of the State of Washington, whose post office address is 1411 East Mission Avenue, Spokane, Washington 99202 (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, 10043 New York (the "Trustee"), as Trustee under the Mortgage and Deed of Trust, dated as of June 1, 1939 (the "Original 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 thereof, this indenture (the "Twenty-eighth Supplemental Indenture") being supplemental to the Original Mortgage, as heretofore supplemented and amended.

WHEREAS pursuant to a written request of the Company made in accordance with Section 103 of the Original 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 Original 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 Original Mortgage and to make subject to the lien of the Original 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 Original Mortgage, the indentures supplemental thereto, and has issued the series of bonds, set forth in Exhibit A hereto (the Mortgage, as supplemented and amended by the First through Twenty-seventh Supplemental Indentures being herein sometimes called collectively, the "Mortgage"); and

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

WHEREAS the Twenty-seventh Supplemental Indenture, dated as of January 1, 1994, 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 the Company has acquired certain other property, rights and interests in property; and

WHEREAS Section 8 of the Original 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 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; and

WHEREAS Section 120 of the Original 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, 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

WHEREAS the execution and delivery by the Company of this Twenty-eighth Supplemental Indenture, and the terms of the bonds of the Twenty-sixth 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-eighth Supplemental Indenture a valid, binding and legal instrument have been performed;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the Company, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby confirms the estate, title and rights of the Trustee (including without limitation the lien of the Mortgage on the property of the Company subjected thereto, whether now owned or hereafter acquired) held as security for the payment of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage according to their tenor and effect and the performance of all the provisions of the Mortgage and of such bonds, and, without limiting the generality of the foregoing, hereby confirms the grant, bargain, sale, release, conveyance, assignment, transfer, mortgage, pledge, setting over and confirmation unto the Trustee, contained in the Mortgage, of all the following described properties of the Company, 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 expressly

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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 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 Mortgage) 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 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 Original 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.

THE COMPANY HEREBY CONFIRMS that, subject to the provisions of Section 87 of the Original Mortgage, all the property, rights, and franchises acquired by the Company after the date thereof (except any hereinbefore or hereinafter or in the Mortgage expressly excepted) are and shall be as fully embraced within the lien of the Mortgage as if such property, rights and franchises had been owned by the Company at the date of the Original Mortgage and had been specifically described therein.

PROVIDED THAT the following were not and were not intended to be then or now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed under the Mortgage and were, are and shall be expressly excepted from the lien and operation 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 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 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 and not heretofore disposed of by the Company; provided, however, that the property and rights expressly excepted from the lien and operation of the Mortgage 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 Original 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 in the Mortgage 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, this Twenty-eighth Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY FURTHER CONFIRMED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage shall affect and apply to the property in the Mortgage 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 Original Mortgage, and had been specifically and at length described in and conveyed to said Trustee by the Original 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-sixth Series of Bonds

SECTION 1. (I) There shall be a series of bonds designated "Collateral Series due 2002" (herein sometimes referred to as the "Twenty-sixth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof, which has been established by Resolution of the Board of Directors of the Company, is set forth on Exhibit C hereto. Bonds of the Twenty-sixth Series shall be issued as fully registered bonds in denominations of One Thousand Dollars and, at the option of the Company, any amount in excess thereof (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-sixth Series shall mature on



May 29, 2002 and shall bear interest, be redeemable and have such other terms and provisions as set forth below.

(II) The Bonds of the Twenty-sixth Series shall have the following terms and characteristics:

(a) the Bonds of the Twenty-sixth Series shall be initially authenticated and delivered under the Indenture in the aggregate principal amount of \$220,000,000;

(b) the Bonds of the Twenty-sixth Series shall bear interest at the rate of ten per centum (10%) per annum; interest on such bonds shall accrue from and including the date of the initial authentication and delivery thereof, except as otherwise provided in the form of bond attached hereto as Exhibit C; interest on such bonds shall be payable on each Interest Payment Date and at Maturity (as each of such terms is hereafter defined); and interest on such bonds during any period for which payment is made shall be computed in accordance with the Credit Agreement (as hereinafter defined);

(c) the principal of and premium, if any, and interest on each bond of the Twenty-sixth 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-sixth Series (other than interest payable at Maturity) shall be payable directly to the registered owners thereof;

(d) the Bonds of the Twenty-sixth Series shall not be redeemable, in whole or in part, at the option of the Company;

(e) (i) the Bonds of the Twenty-sixth Series are to be issued and delivered to the Agent (as hereinafter defined) in order to provide the benefit of the lien of the Mortgage as security for the obligation of the Company under the Credit Agreement to pay the Obligations (as hereinafter defined), to the extent and subject to the limitations set forth in clauses (iii) and (iv) of this subdivision;

(ii) upon the earliest of (A) the occurrence of an Event of Default under the Credit Agreement, and further upon the condition that, in accordance with the terms of the Credit Agreement, the Commitments (as hereinafter defined) shall have been or shall have terminated and the Loans (as hereinafter defined) shall have been declared to be or shall have otherwise become due and payable immediately and the Agent shall have delivered to the Company a notice demanding redemption of the Bonds of the Twenty-sixth Series which notice states that it is being delivered pursuant to Article VII of the Credit Agreement, (B) the occurrence of an Event of Default under clause (g) or (h) of Article VII of the Credit Agreement, and (C) May 29, 2002, then all Bonds of the Twenty-sixth Series shall be redeemed or paid immediately at the principal amount thereof plus accrued interest to the date of redemption or payment;

(iii) the obligation of the Company to pay the accrued interest on Bonds of the Twenty-sixth Series on any Interest Payment Date prior to Maturity (a) shall be deemed to have been satisfied and discharged in full in the event that all amounts then due in

respect of the Obligations shall have been paid or (b) shall be deemed to remain unsatisfied in an amount equal to the aggregate amount then due in respect of the Obligations and remaining unpaid (not in excess, however, of the amount otherwise then due in respect of interest on the Bonds of the Twenty-sixth Series);

(iv) the obligation of the Company to pay the principal of and accrued interest on Bonds of the Twenty-sixth Series at or after Maturity (x) shall be deemed to have been satisfied and discharged in full in the event that all amounts then due in respect of the Obligations shall have been paid or (y) shall be deemed to remain unsatisfied in an amount equal to the aggregate amount then due in respect of the Obligations and remaining unpaid (not in excess, however, of the amount otherwise then due in respect of principal of and accrued interest on the Bonds of the Twenty-sixth Series).

(v) the Trustee shall be entitled to presume that the obligation of the Company to pay the principal of and interest on the Bonds of the Twenty-sixth Series as the same shall become due and payable shall have been fully satisfied and discharged unless and until it shall have received a written notice from the Agent, signed by an authorized officer thereof, stating that the principal of and/or interest on the Bonds of the Twenty-sixth Series has become due and payable and had not been fully paid, and specifying the amount of funds required to make such payment;

(f) no service charge shall be made for the registration of transfer or exchange of Bonds of the Twenty-sixth Series;

(g) in the event of an application by the Agent for a substituted Bond of the Twenty-sixth Series pursuant to Section 16 of the Original Mortgage, the Agent shall not be required to provide any indemnity or pay any expenses or charges as contemplated in said Section 16; and

(h) the Bonds of the Twenty-sixth Series shall have such other terms as are set forth in the form of bond attached hereto as Exhibit C.

Anything in this Supplemental Indenture or in the Bonds of the Twenty-sixth Series to the contrary notwithstanding, if, at the time of the Maturity of such Bonds, the stated aggregate principal amount of such Bonds then Outstanding shall exceed the aggregate Revolving Credit Exposures (as hereinafter defined), the aggregate principal amount of such Bonds shall be deemed to have been reduced by the amount of such excess.

(III) For all purposes of this Twenty-eighth Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires, the terms defined below shall have the meanings specified:

"Agent" means Toronto Dominion (Texas), Inc., in its capacity as Agent under the Credit Agreement.

"Credit Agreement" means the Credit Agreement, dated as of May 31, 2001, among the Company, the banks parties thereto, The Bank of New York, as



Documentation Agent, and Toronto Dominion (Texas), Inc. as Agent, as amended, supplemented or otherwise modified from time to time.

"Interest Payment Date" means December 31, 2001 and March 30, 2002.

"Maturity" means the date on which the principal of the Bonds of the Twenty-sixth Series becomes due and payable, whether at stated maturity, upon redemption or acceleration, or otherwise.

"Commitments", "Loans", "Obligations" and "Revolving Credit Exposures" shall have the meanings specified in the Credit Agreement:

A copy of the Credit Agreement is on file at the office of the Agent at 909 Fannin, Suite 1700, Houston, TX 77010 and at the office of the Company at 1411 East Mission Avenue, Spokane, WA 99202.

(IV) Upon the delivery of this Twenty-eighth Supplemental Indenture, bonds of the Twenty-sixth Series in an aggregate principal amount initially not to exceed \$220,000,000 are to be issued and will be Outstanding, in addition to \$203,500,000 aggregate principal amount of bonds of prior series Outstanding at the date of delivery of this Twenty-eighth Supplemental Indenture.

## ARTICLE II

SECTION 1. The Company reserves the right, subject to appropriate corporate action, but without any consent or other action by holders of bonds of the Twenty-sixth 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-sixth 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.

SECTION 2. Notwithstanding the provisions of Section 1 of this Article II, no amendment to the Mortgage contemplated in such Section 1 shall become effective while any Bonds of the Twenty-sixth Series remain Outstanding unless the registered owner thereof shall have consented to such amendment.

### ARTICLE III

#### Miscellaneous Provisions

SECTION 1. The terms defined in the Original Mortgage shall, for all purposes of this Twenty-eighth Supplemental Indenture, have the meanings specified in the Original Mortgage.

SECTION 2. The Trustee hereby confirms its acceptance of the trusts in the Original Mortgage declared, provided, created or supplemented and agrees to perform the same upon the terms and conditions in the Original Mortgage 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-eighth 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 Original Mortgage, shall apply to and form part of this Twenty-eighth 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-eighth Supplemental Indenture.

SECTION 3. Whenever in this Twenty-eighth 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 Original Mortgage be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Twenty-eighth 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 4. Nothing in this Twenty-eighth 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-eighth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Twenty-eighth 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 5. This Twenty-eighth 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 6. The titles of the several Articles of this Twenty-eighth Supplemental Indenture shall not be deemed to be any part thereof.

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IN WITNESS WHEREOF, on the 20th day of September 2001, AVISTA CORPORATION 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 20th day of September 2001, 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.



AVISTA CORPORATION

By Michael R. Aronson  
Vice President

J. P. D...  
Corporate Secretary

Executed, sealed and delivered  
by AVISTA CORPORATION  
in the presence of:

Dan C. Stone  
Pete Hill



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CITIBANK, N.A., AS TRUSTEE

By Wafaa Orfy  
Wafaa Orfy, Assistant Vice President

Attest:

Cindy Tsang  
Cindy Tsang, Assistant Vice President

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

[Signature]

[Signature]

CITIBANK

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STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss.:

On the 20<sup>th</sup> day of September 2001, before me personally appeared Ronald R. Peterson, to me known to be a Vice President of AVISTA CORPORATION, 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 20<sup>th</sup> day of September 2001, before me, Sue Miner, a Notary Public in and for the State and County aforesaid, personally appeared Ronald R. Peterson, known to me to be a Vice President of AVISTA CORPORATION, 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.



Sue Miner  
Notary Public

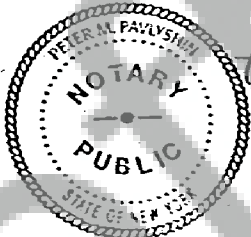
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STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK )

On the 20th day of September 2001, before me personally appeared Wafaa Orfy, to me known to be an Assistant 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 20th day of September 2001, before me, a Notary Public in and for the State and County aforesaid, personally appeared Cindy Tsang, known to me to be an Assistant 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 M. Pavlyshin*  
Notary Public  
PETER M. PAVLYSHIN  
Notary Public, State of New York  
No. 41-1991297  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires January 27, 2002

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## EXHIBIT B

**FILING AND RECORDING OF  
TWENTY-SEVENTH SUPPLEMENTAL INDENTURE**

**FILING IN STATE OFFICES**

State	Office of	Date	Financing Statement Document Number
Washington	Secretary of State	06/27/94	94-178-0305
Idaho	Secretary of State	06/27/94	B-618256
Montana	Secretary of State	06/25/94	435875
Oregon	Secretary of State	07/08/94	S12171
California	Secretary of State	07/11/94	94141278

**RECORDING IN COUNTY OFFICES**

County	Office of	Real Estate Mortgage Records				Financing Statement Document Number
		Date	Document Number	Book	Page	
Washington						
Adams	Auditor	06/27/94	234983	213	529-543	N/A
Asotin	Auditor	06/29/94	209229	N/A	N/A	N/A
Benton	Auditor	06/27/94	94-21798	610	2026-2040	N/A
Douglas	Auditor	06/27/94	296880	M408	249-263	N/A
Ferry	Auditor	06/27/94	228205	N/A	N/A	N/A
Franklin	Auditor	06/27/94	511179	348	629-642	N/A
Garfield	Auditor	06/28/94	2516	N/A	N/A	N/A
Grant	Auditor	06/28/94	940628070	48	1688-1702	N/A
Grays Harbor	Auditor	06/27/94	940628105	94	22348-22362	N/A
Klickitat	Auditor	06/27/94	241798	311	240-284	N/A
Lewis	Auditor	06/27/94	9410393	609	407-421	N/A
Lincoln	Auditor	06/27/94	396426	63	3812-3826	N/A
Pend Oreille	Auditor	06/27/94	224002	112	1064-1078	N/A
Skamania	Auditor	06/27/94	119819	144	101-115	N/A
Spokane	Auditor	06/27/94	9406270090	1616	1627-1641	N/A
Stevens	Auditor	06/28/94	9407306	180	3009-3023	N/A
Thurston	Auditor	06/27/94	9406270205	2292	712-726	N/A
Wahitan	Auditor	06/27/94	569835	N/A	N/A	N/A
California						
El Dorado	Recorder	06/27/94	38601	4297	376-390	N/A

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RECORDING IN COUNTY OFFICES						
County	Office of	Real Estate Mortgage Records				Financing Statement Document Number
		Date	Document Number	Book	Page	
<b>Idaho</b>						
Benewah	Recorder	06/27/94	0197294	N/A	N/A	N/A
Bonner	Recorder	06/29/94	448003	N/A	N/A	N/A
Boundary	Recorder	06/27/94	0174119	96	79	N/A
Clearwater	Recorder	06/27/94	166173	N/A	N/A	N/A
Idaho	Recorder	06/27/94	375038	N/A	N/A	N/A
Kootenai	Recorder	06/28/94	1360574	N/A	N/A	N/A
Latah	Recorder	06/27/94	405741	N/A	N/A	N/A
Lewis	Recorder	06/27/94	116213	N/A	N/A	N/A
Nez Perce	Recorder	06/27/94	587858	N/A	N/A	N/A
Shoshone	Recorder	06/28/94	362587	N/A	N/A	N/A
<b>Montana</b>						
Big Horn	Clerk & Recorder	06/29/94	308833	27	482-496	
Broadwater	Clerk & Recorder	06/27/94	128530	29	904-918	N/A
Golden Valley	Clerk & Recorder	06/28/94	72280	M	7234-7248	N/A
Meagher	Clerk & Recorder	06/27/94	102949	F39	409-423	N/A
Mineral	Clerk & Recorder	06/27/94	78454	2	414B	N/A
Rosebud	Clerk & Recorder	06/27/94	75447	83	264-278	N/A
Sanders	Clerk & Recorder	06/27/94	10915	Micro # 10915	N/A	N/A
Stillwater	Clerk & Recorder	06/27/94	274663	120	83-97	N/A
Treasure	Clerk & Recorder	06/27/94	74352	13	346-360	N/A
Wheatland	Clerk & Recorder	06/27/94	95718	M	9568-8582	N/A
Yellowstone	Clerk & Recorder	06/27/94	1746403	N/A	N/A	N/A
<b>Oregon</b>						
Douglas	Recorder	06/27/94	94-14676	1304	970-984	N/A
Jackson	Recorder	06/30/94	94-24332	N/A	N/A	N/A
Josephine	Recorder	06/29/94	94-12871	170	3606-3621	N/A
Klamath	Recorder	06/28/94	83404	M94	19985-19999	N/A
Union	Recorder	06/27/94	154403	N/A	N/A	N/A

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EXHIBIT C

(Form of Bond)

This bond is non-transferable, except to a successor Agent under the Credit Agreement referred to herein.

AVISTA CORPORATION

First Mortgage Bond,  
Collateral Series due 2002

REGISTERED

NO. \_\_\_\_\_

REGISTERED

\$ \_\_\_\_\_

AVISTA CORPORATION, a corporation of the State of Washington (hereinafter called the Company), for value received, hereby promises to pay to

, as Agent under the Credit Agreement hereinafter referred to or registered assigns, on May 29, 2002,

DOLLARS

and to pay the registered owner hereof interest thereon from September \_\_, 2001 in arrears on December 31, 2001 and March 31, 2002 (each such date being hereinafter called an "Interest Payment Date") and at Maturity (as hereinafter defined), at the rate of ten per centum (10%) per annum computed as provided in the Twenty-eighth Supplemental Indenture hereinafter referred to, until the Company's obligation with respect to the payment of such principal shall have been discharged. The principal of and premium, if any, and interest on this bond payable at Maturity shall be payable upon presentation hereof at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. The interest on this bond (other than interest payable at Maturity) shall, be paid directly to the registered owner hereof. Interest payable at Maturity shall be paid to the person to whom principal shall be paid. As used herein, the term "Maturity" shall mean the date on which the principal of this bond becomes due and payable, whether at stated maturity, upon redemption or acceleration, or otherwise.

This bond is one of an issue of bonds of the Company issuable in series and is one of a series known as its First Mortgage Bonds, Collateral Series due 2002, all bonds of all such issue of series being issued and issuable under and equally secured (except insofar as any sinking or other fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated as of June 1, 1939, executed by the Company (formerly known as The Washington Water Power Company)

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to City Bank Farmers Trust Company and Ralph E. Morton, as Trustees (Citibank, N.A., successor Trustee to both said Trustees). Such mortgage and deed of trust has been amended and supplemented by various supplemental indentures, including the Twenty-eighth Supplemental Indenture, dated as of September 1, 2001 (the "Twenty-eighth Supplemental Indenture") and, as so amended and supplemented, is herein called the "Mortgage". Reference is made to the Mortgage for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds and of the Trustee in respect thereof, the duties and immunities of the Trustee and the terms and conditions upon which the bonds are and are to be secured and the circumstances under which additional bonds may be issued. By its acceptance of this bond, the holder hereof is deemed to have consented and agreed to all of the terms and provisions of the Mortgage. With the consent of the Company and to the extent permitted by and as provided in the Mortgage, the rights and obligations of the Company and/or the rights of the holders of the bonds and/or coupons and/or the terms and provisions of the Mortgage may be modified or altered by affirmative vote of the holders of at least 75% in principal amount of the bonds then outstanding under the Mortgage and, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected, then also by affirmative vote of the holders of at least 75% in principal amount of the series of bonds so to be affected (excluding in any case bonds challenged and disqualified from voting by reason of the Company's interest therein as provided in the Mortgage). The Company has reserved the right to modify the Mortgage without any consent or other action by the holders of any series of bonds created after February 28, 1965 (including this series), insofar as permitted by applicable law, to remove any limitation upon the maximum principal amount of bonds which may be secured by the Mortgage, and has reserved the right to modify the Mortgage without any consent or other action by the holders of any series of bonds created after March 31, 1970 (including this series) so as to change 75% in the immediately preceding sentence to 66 2/3%. In addition, the Company has reserved the right to modify the Mortgage without any consent or other action by the holders of bonds of this series or bonds of certain other series to provide that the Mortgage may be modified or altered by affirmative vote of the holders of at least 60% in principal amount of the bonds outstanding under the Mortgage, considered as one class, or, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected, then such modification or alteration may be effected with the affirmative vote only of 60% in principal amount of the bonds outstanding of the series so to be affected, considered as one class, and, furthermore, to provide that, for limited purposes, the Mortgage may be modified or altered without any consent or other action of holders of any series of bonds. No modification or alteration shall, however, permit an extension of the Maturity of the principal of, or interest on, this bond or a reduction in such principal or the rate of interest hereon or any other modification in the terms of payment of such principal or interest or the creation of any lien equal or prior to the lien of the Mortgage or deprive the holder of a lien on the mortgaged and pledged property without the consent of the holder hereof.

The bonds of this series are not redeemable, in whole or in part, at the option of the Company.

The bonds of this series have been issued and delivered to Toronto Dominion (Texas), Inc., as Agent under the Credit Agreement (as such terms are defined in the Twenty-eighth Supplemental Indenture) in order to provide the benefit of the lien of the Mortgage as security for the

obligation of the Company under the Credit Agreement to pay the Obligations (as so defined), to the extent and subject to the limitations set forth below.

Upon the earliest of (A) the occurrence of an Event of Default under the Credit Agreement, and further upon the condition that, in accordance with the terms of the Credit Agreement, the Commitments (as defined in the Twenty-eighth Supplemental Indenture) shall have been or shall have terminated and the Loans (as so defined) shall have been declared to be or shall have otherwise become due and payable immediately and the Agent shall have delivered to the Company a notice demanding redemption of the bonds of this series which notice states that it is being delivered pursuant to Article VII of the Credit Agreement, (B) the occurrence of an Event of Default under clause (g) or (h) of Article VII of the Credit Agreement, and (C) May 29, 2002, then all bonds of this series shall be redeemed or paid immediately at the principal amount thereof plus accrued interest to the date of redemption or payment.

The obligation of the Company to pay the accrued interest on bonds of this series on any Interest Payment Date prior to Maturity (a) shall be deemed to have been satisfied and discharged in full in the event that all amounts then due in respect of the Obligations shall have been paid or (b) shall be deemed to remain unsatisfied in an amount equal to the aggregate amount then due in respect of the Obligations and remaining unpaid (not in excess, however, of the amount otherwise then due in respect of interest on the bonds of this series).

The obligation of the Company to pay the principal of and accrued interest on bonds of this series at or after Maturity (x) shall be deemed to have been satisfied and discharged in full in the event that all amounts then due in respect of the Obligations shall have been paid or (y) shall be deemed to remain unsatisfied in an amount equal to the aggregate amount then due in respect of the Obligations and remaining unpaid (not in excess, however, of the amount otherwise then due in respect of principal of and accrued interest on the bonds of this series).

Anything in this bond to the contrary notwithstanding, if, at the time of the Maturity of the bonds of this series, the stated aggregate principal amount of such bonds then outstanding shall exceed the aggregate Revolving Credit Exposures (as defined in the Twenty-eighth Supplemental Indenture), the aggregate principal amount of such bonds shall be deemed to have been reduced by the amount of such excess.

The principal hereof may be declared or may become due prior to the stated maturity date on the conditions, in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is non-transferable except as required to effect transfer to any successor agent under the Credit Agreement, any such transfer to be made at the office or agency of the Company in the Borough of Manhattan, The City of New York, upon surrender and cancellation of this bond, together with a written instrument of transfer whenever required by the Company duly executed by the registered owner or by its duly authorized attorney, and, thereupon, a new fully registered bond of the same series

for a like principal amount will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment and for all other purposes.

In the manner prescribed in the Mortgage, any bonds of this series, upon surrender thereof for cancellation at the office or agency of the Company in the Borough of Manhattan, The City of New York, are exchangeable for a like aggregate principal amount of bonds of the same series of other authorized denominations.

No recourse shall be had for the payment of the principal of or interest on this bond against any incorporator or any past, present or future subscriber to the capital stock, stockholder, officer or director of the Company or of any predecessor or successor corporation, as such, either directly or through the Company or any predecessor or successor corporation, under any rule of law, statute or constitution or by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors being released by the holder or owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

This bond shall not become obligatory until Citibank, N.A., the Trustee under the Mortgage, or its successor thereunder, shall have signed the form of certificate endorsed hereon.

IN WITNESS WHEREOF, AVISTA CORPORATION has caused this bond to be signed in its corporate name by its President or one of its Vice Presidents by his signature or a facsimile thereof, and its corporate seal to be impressed or imprinted hereon and attested by its Corporate Secretary or one of its Assistant Corporate Secretaries by his signature or a facsimile thereof.

Dated: AVISTA CORPORATION

By: \_\_\_\_\_

ATTEST: \_\_\_\_\_



**TRUSTEE'S CERTIFICATE**

This bond is one of the bonds, of the series herein designated, described or provided for in the within-mentioned Mortgage.

CITIBANK, N.A.  
Trustee

By \_\_\_\_\_  
Authorized Officer

Unofficial  
Copy

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FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_  
(please insert social security or other identifying number of assignee)

\_\_\_\_\_  
(please print or typewrite name and address of assignee)

the within bond of AVISTA CORPORATION and does hereby irrevocably constitute and appoint \_\_\_\_\_, Attorney, to transfer said bond on the books of the within-mentioned Company, will full power of substitution in the premises.

Dated: \_\_\_\_\_  
\_\_\_\_\_

Notice: The signature to this assignment must correspond with the name as written upon the face of the bond in every particular without alteration or enlargement or any change whatsoever.

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