

Sent By Fax  
October 13, 2009

REF: 2009-398813



450 First Street S.W.  
Calgary, AB T2P 5H1

Avista Energy, Inc.  
1411 East Mission Avenue  
Spokane, Washington 99202

**Attention:** Ms. Tracy VanOrden  
Fax: (509) 495-8843

Dear Ms. VanOrden:

**SUBJECT: PERMANENT ASSIGNMENT OF SERVICE UNDER RATE SCHEDULE FT-D FROM AVISTA ENERGY, INC. TO AVISTA CORPORATION AT 2000: ALBERTA-B.C. BDR (CHART ACCOUNTING)**

Please find enclosed the Schedule A relating to your recent request dated October 09, 2009 for the Permanent Assignment of service.

Please execute and return the Schedule A and Appendix by way of fax prior to 11:00 am on October 27, 2009 for this Assignment to have an effective date of January 01, 2010.

Should you require further information, please contact the undersigned at (403) 920-5519 (Fax (403) 920-2303).

Yours truly,

Catherine Laughton  
Customer Sales Service Department

CL/Dovetail  
Enclosure(s)

SCHEDULE "A"

**Permanent Assignment**

Assignor: Avista Energy, Inc.  
Assignor Service Agreement: April 01, 2000  
Assignor Assignment Agreement: October 27, 1997

Req #: 2009237875  
Rate Schedule: FT-D

Assignee: Avista Corporation  
Assignee Service Agreement: April 01, 2000  
Assignee Assignment Agreement: October 15, 1997

Effective Time: 08:00 on January 01, 2010

Assignor and Assignee agree as follows:

1. Subject to the reservations, limitations and conditions relating to the assigned service as set out in Appendix "1" (the "Assigned Service") and the terms and conditions hereof, Assignor hereby transfers and assigns to Assignee, and Assignee accepts the assignment from the Assignor of, the Assigned Service as of the Effective Time.
2. Assignee covenants and agrees with Company and Assignor that from and after the Effective Time, Assignee shall be bound by and be subject to all of the terms and conditions of the Assigned Service and the Assigned Service shall be deemed to be Service under the Assignee Service Agreement.
3. Assignor and Assignee agree that, from and after the Effective Time:
  - (i) the Assignor's Schedule(s) of Service for the Assigned Service shall be deemed to be amended by deleting the Assigned Service from the Assignor's Schedule(s) of Service and the Assigned Service shall no longer form part of the Assignor Service Agreement; and
  - (ii) Appendix "1" shall be deemed to be Assignee's new Schedule(s) of Service which shall be deemed to be executed by Customer and attached to and form part of the Assignee Service Agreement.
4. Upon execution by Company, this Assignment Schedule shall be incorporated in and form part of the Assignor Assignment Agreement and the Assignee Assignment Agreement.
5. This assignment is subject to the following terms and conditions: N/A

Avista Energy, Inc.

Per: Tracy Van Orden

Per: Tracy Van Orden

Avista Corporation

Per: [Signature]

Per: Kevin Christie

NOVA Gas Transmission Ltd.

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**APPENDIX "1"**  
**ASSIGNED SERVICE**

Req #: 2009237875  
**Rate Schedule FT-D**

EXPORT DELIVERY POINT NUMBER AND NAME: 2000:ALBERTA-B.C. BDR (CHART ACCOUNTING)

EXPORT DELIVERY POINT LEGAL DESCRIPTION: 09-11-008-05-W5

MAXIMUM RECEIPT PRESSURE: 6205 kPa

Assignor's Schedule of Service	Assignee's New Schedule of Service	Service Termination Date	Assigned Export Delivery Contract Demand GJ/day	For a Period of:		Additional Conditions
				From	To	
2004-175615	2009-398813	October 31, 2012	28536	January 01, 2010	October 31, 2012	N/A