

SIERRA PACIFIC POWER COMPANY

TO

THE NEW ENGLAND TRUST COMPANY

AND

FLETCHER C. CHAMBERLIN

AS TRUSTEES

First Supplemental Indenture

Dated as of August 1, 1947

Supplementing and modifying
Indenture of Mortgage

Dated as of December 1, 1940

Relating to
First Mortgage Bonds

This is a Chattel Mortgage as well as a
Mortgage upon Real Estate and
Other Property.

First Supplemental Indenture
Dated as of August 1, 1947

(Washoe County)

*MM-132

Washoe County
Trust
23

THIS FIRST SUPPLEMENTAL INDENTURE dated for convenience as of the first day of August, 1947 by and between SIERRA PACIFIC POWER COMPANY (formerly known as THE TRUCKEE RIVER GENERAL ELECTRIC COMPANY and also as TRUCKEE RIVER POWER COMPANY), a corporation duly organized and existing under the laws of the State of Maine (hereinafter sometimes called the "Company"), party of the first part, and THE NEW ENGLAND TRUST COMPANY, a corporation duly organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, and having its principal place of business in the City of Boston, Massachusetts and FLETCHER C. CHAMBERLIN (both of whom are hereinafter sometimes called the "Trustees", the former being hereinafter sometimes called the "Trustee" and the latter the "Individual Trustee" or "Co-Trustee" and the address of each of whom is 135 Devonshire Street, Boston, Massachusetts), parties of the second part.

WHEREAS, the Company has heretofore executed and delivered to The New England Trust Company and Leo W. Huegle, as Trustees, an Indenture of Mortgage, dated as of December 1, 1940 (hereinafter called the "Original Indenture") to secure, as provided therein, its bonds (in the Original Indenture and herein called the "Bonds") to be designated generally as its First Mortgage Bonds and to be issued in one or more series as provided in the Original Indenture; and

WHEREAS, Three Million Dollars (\$3,000,000) aggregate principal amount of First Mortgage Bonds, Series A 3¼%, due December 1, 1970 (in the Original Indenture and herein called "Series A Bonds" or "Bonds of Series A") of the Company have been heretofore issued under the Original Indenture and are outstanding at the time of the execution and delivery of this First Supplemental Indenture; and

WHEREAS, on April 11, 1947, Leo W. Huegle, Co-Trustee under the Original Indenture, resigned, and the Company and The New England Trust Company, Trustee, in accordance with the provisions of §15.20

of the Original Indenture accepted such resignation and appointed Fletcher C. Chamberlin as successor Co-Trustee thereunder and Fletcher C. Chamberlin is now the qualified and acting Co-Trustee thereunder; and

WHEREAS, §12.01 of the Original Indenture provides, among other things, that modifications or alterations of the Original Mortgage may be made at any time and from time to time when authorized by the Board of Directors of the Company by resolution duly adopted and approved or consented to, in writing, by the holders of not less than 75% in principal amount of the Bonds at the time outstanding thereunder, and otherwise as specifically set forth in said §12.01; and

WHEREAS, in order to eliminate any doubt as to the intent and meaning of the wording of paragraph (b) of Subdivision (C) of §2.02 of the Original Indenture, as permitted by §12.01 thereof, the Board of Directors of the Company by resolution duly adopted, authorized, and the holders of all the Bonds at the time outstanding consented to, the modification of the wording of said Subdivision (C) of §2.02 of the Original Indenture, effective as of the date of the execution and delivery of the Original Indenture, as evidenced by an instrument signed by the Company dated January 22, 1942 and the Bondholders Consent to Modification of the Indenture of Mortgage of Sierra Pacific Power Company dated as of December 1, 1940, dated January 23, 1942, filed with the Trustee; and

WHEREAS, §12.02 of the Original Indenture provides, among other things, that instruments supplemental to the Original Indenture embodying any modification of the Original Indenture, authorized by the written approvals or consents of bondholders may be executed by the Trustees and the Company, and both the Trustees and the Company desire to have such modification of the provisions of Subdivision (C) of §2.02 of the Original Indenture embodied in this First Supplemental Indenture; and

WHEREAS, the Board of Directors of the Company has established under said Original Indenture a new series of Bonds to be designated First Mortgage Bonds, 2 $\frac{7}{8}$ % Series due 1977, to be dated as of August 1, 1947 and to be due August 1, 1977 (hereinafter sometimes referred to as "Bonds of the 1977 Series") in the principal amount of Nine Hundred Seventy-five Thousand Dollars (\$975,000) and has authorized the issue of said Bonds of the 1977 Series pursuant to the provisions of Article 3 of the Original Indenture to obtain funds for its corporate purposes; and

WHEREAS, §16.01 of the Original Indenture provides, among other things, that the Company may execute and file with the Trustees and the Trustees at the request of the Company shall join in indentures supplemental to the Original Indenture and which thereafter shall form a part thereof, for the purposes, among others, of (a) describing the terms of any new series of Bonds as established by resolution of the Board of Directors of the Company pursuant to §2.03 of the Original Indenture, (b) subjecting to the lien of the Original Indenture, or perfecting the lien thereof upon, any additional properties of any character, (c) modifying any of the provisions of the Original Indenture, and (d) accomplishing any other purpose not inconsistent with the terms of the Original Indenture and which shall not impair the security of the same or for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective or inconsistent provision contained therein; and

WHEREAS, since the execution and delivery by the Company of the Original Indenture, the Company has acquired certain additional properties which by the terms of the Original Indenture are subject to the lien thereof and the Company desires by this First Supplemental Indenture to better assure the Trustees that such additional property is held upon the trust created by the Original Indenture; and

WHEREAS, the Company desires to execute this First Supplemental Indenture and hereby requests the Trustees to join in this First Sup-

plemental Indenture for the purpose of describing the terms of the Bonds of the 1977 Series, subjecting to the lien of the Original Indenture the additional properties acquired by the Company since the execution and delivery of the Original Indenture and modifying the provisions of Subdivision (C) of §2.02 of the Original Indenture heretofore made by the Company with the written consents of bondholders pursuant to Article 12 thereof (the Original Indenture, as supplemented and modified by this First Supplemental Indenture, being herein sometimes called the "Indenture"); and

WHEREAS, all conditions necessary to authorize the execution, delivery and recording of this First Supplemental Indenture and to make this First Supplemental Indenture a valid and binding Indenture of Mortgage for the security of the Bonds of the Company issued or to be issued under the Original Indenture, as supplemented and modified hereby, have been complied with or have been done or performed;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in order to secure equally and ratably the payment of the principal and interest of the Bonds issued under and secured by the Original Indenture, as supplemented and modified by this First Supplemental Indenture, at any time outstanding, according to their tenor and effect, and the performance of all the covenants and conditions herein and in said Bonds and in the Original Indenture contained, said Sierra Pacific Power Company for and in consideration of the premises and of the purchase and acceptance of said Bonds by the holders thereof, and of the sum of one dollar (\$1.00) and of other valuable consideration to it duly paid by the Trustees at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents, and has granted, bargained, sold, conveyed, transferred, pledged, assigned, remised, released, mortgaged, set over and confirmed, and by these presents does grant, bargain, sell, convey, transfer, pledge, assign, remise, release, mortgage, set over

and confirm unto the Trustees and their successors and assigns that part of the property not situated in the State of California, and unto the Individual Trustee and his successors and assigns that part of the property situated in the State of California, all of the property hereinafter described; (except the property described in Part VI hereof), which has been acquired by the Company since the execution and delivery by it of the Original Indenture, to wit:

PART I.

Real Property in the State of Nevada.

The following described pieces, parcels or tracts of land, rights of way, easements and rights and interests in and to land lying and being in the State of Nevada, together with all improvements of every description thereon situate or in anywise incident or appertaining thereto:

Douglas County, Nevada

The following described property, situated in Douglas County, Nevada, which The Glenbrook Company conveyed to Sierra Pacific Power Company by deed dated June 26, 1941, recorded in Volume W of Deeds, page 110, records of Douglas County:

That portion of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, T. 14 N., R. 18 E., M. D. B. & M., more particularly described as follows: Beginning at a point on the property of the grantor; from which point the section corner common to Sections 10, 11, 14 and 15, T. 14 N., R. 18 E., M. D. B. & M., bears S. 13° 49' W., 2161.62 feet, more or less; and running thence S. 73° 31' E., 100.00 feet; thence N. 16° 29' E., 80.00 feet; thence N. 73° 31' W., 100.00 feet; thence S. 16° 29' W., 80.00 feet to the point of beginning, containing 0.184 acres of land, more or less.

Together with a right of ingress to and egress from said above-described property across the property of the grantor.

The following described property, situated in Douglas County, Nevada, which The Glenbrook Company conveyed to Sierra Pacific

Power Company by deed dated July 1, 1941, recorded in Volume W of Deeds, page 111, records of Douglas County:

That portion of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 11, T. 14 N., R. 18 E., M. D. B. & M., more particularly described as follows:

Beginning at the southwest corner of a tract of land as described in that deed of correction dated June 26, 1941 from The Glenbrook Company to Sierra Pacific Power Company; from which point the southwest corner of Section 11, T. 14 N., R. 18 E., M. D. B. & M., bears S. 13° 49' W., 2161.62 feet, more or less, and running thence S. 74° 42' W., 62.55 feet; thence N. 46° 29' W., 80.00 feet; thence N. 74° 52' E., 146.02 feet to the northwest corner of the above described tract of land; thence along the westerly line of the above described tract of land, S. 16° 29' W., 80.00 feet, to the point of beginning, containing 0.163 acres of land, more or less.

Storey County, Nevada

The following described property, situated in Storey County, Nevada, which Agnes Hamilton, Treasurer of Storey County, State of Nevada, conveyed to Sierra Pacific Power Company by deed dated May 14, 1945, recorded in Book 62 of Deeds, page 336, records of Storey County, Nevada:

West one-half of Lot No. Seven (7) Block Seventy-Three (73) Range "K", Virginia City, Storey County, Nevada.

The following described property, situated in Storey County, Nevada, which Amedeo Gavazzi and Palmina Gavazzi conveyed to Sierra Pacific Power Company by deed dated April 17, 1945, recorded in Book 62 of Deeds, page 312, Storey County records:

Lot 5 in Block 73, Range "K" of the official map of the Town of Virginia City, Storey County, Nevada.

The following described property, situated in Storey County, Nevada, which Amedeo Gavazzi and Palmina Gavazzi conveyed to Sierra Pacific Power Company by deed dated December 6, 1944, recorded in Book 62 of Deeds, page 311, Storey County records:

Lot No. 6 in Block 73, Range "K" of the official map of the Town of Virginia City, Storey County, Nevada.

Washoe County, Nevada

The following described property situated in Washoe County, which M. T. Doyle and Norman Biltz conveyed to Sierra Pacific Power Company by deed dated September 23, 1940, recorded in Volume 137, page 2 et seq. of the Deed Records of Washoe County, Nevada:

That portion of Lot 31 of Block B of the Greenfield Subdivision of Washoe County, Nevada, according to the official map thereof on file in the office of the County Recorder of Washoe County, Nevada, more particularly described as follows:

Beginning at a point on the southerly line of the property of the grantor, said southerly line being likewise the northerly line of the Southside Ditch, and from which point the corner common to Lots 4 and 5 and the Greenfield Drive of said Block B of the Greenfield Subdivision bears S. 63° 39' 40" E., 486.12 feet, more or less, and running thence N. 63° 57' 20" E., 20.42 feet along the southerly line of Lot 31, thence N. 47° 57' 20" E., 127.49 feet, more or less, to the northerly line of Lot 31; thence S. 89° 30' 30" W., 113.81 feet along said northerly line of Lot 31; thence S. 0° 02' 40" E., 91.76 feet, more or less, to the point of beginning, containing .088 acres of land, more or less.

The following described property situated in Washoe County, Nevada, which Fred Oliva and Edith Oliva conveyed to Sierra Pacific Power Company by deed dated June 14, 1946; recorded in Volume 184 of Deeds, page 114 et seq. records of Washoe County:

Starting at the quarter section corner between Sections 1 and 2, T. 19 N., R. 19 E., M. D. B. & M.; then N. 0° 20' 30" W. 814.5 feet along the section line common to said Sections 1 and 2 to the true point of beginning; thence N. 0° 20' 30" W. 25 ft. along said section line, thence N. 89° 39' 30" E. 25 feet, thence S. 0° 20' 30" E. 25 feet, thence S. 89° 39' 30" W. 25 feet to the point of beginning, containing approximately .014 acres in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 1.

The following described property, situated in Washoe County, Nevada, which Southern Pacific Land Company conveyed to Sierra Pacific Power Company by deed dated August 21, 1945, recorded in Volume 177 of Deeds, page 353, records of Washoe County:

East Half of Southeast Quarter of Northwest Quarter (E $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$) of Section 17, Township 19 North, Range 19 East, M. D. B. & M., containing 20 acres, more or less.

The following described property, situated in Washoe County, Nevada, which Robert F. Raichlen, Margaret Ione Raichlen and Marie E. Raichlen conveyed to Sierra Pacific Power Company by deed dated December 20, 1946; recorded in Volume 192 of Deeds, page 179 et seq. records of Washoe County:

Beginning at a point on the east boundary of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3, T. 19 N., R. 19 E., MDB&M., from which the North $\frac{1}{4}$ corner of said Section 3 bears N. 0° 00' 30" W. 2115.88 feet, and running thence S. 40° 56' W. 347.18 feet; thence S. 50° 31' E. 60.00 feet; thence S. 50° 03' W. 314.54 feet; thence S. 70° 01' W. 54.11 feet; thence N. 62° 10' 30" W. 60.81 feet; thence N. 42° 47' 30" W. 247.04 feet; thence N. 37° 03' 30" W. 301.27 feet; thence S. 85° 02' 30" W. 94.53 feet; thence S. 31° 40' W. 70.00 feet; thence S. 1° 22' E. 174.24 feet; thence S. 20° 22' E. 86.49 feet; thence S. 15° 01' 30" E. 171.04 feet; thence S. 83° 58' 30" E. 41.57 feet; thence N. 11° 58' 30" W. 165.37 feet; thence N. 20° 27' 30" W. 97.06 feet; thence N. 1° 28' W. 144.60 feet; thence N. 69° 30' 30" E. 61.47 feet; thence S. 23° 54' 30" E. 49.61 feet; thence S. 34° 36' 30" E. 171.67 feet; thence S. 52° 49' E. 72.44 feet; thence S. 88° 56' E. 127.34 feet; thence S. 22° 52' 30" E. 87.91 feet; to a point on the South boundary of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3; thence along said South boundary N. 88° 04' 30" E. 235.50 feet; thence N. 50° 56' 30" E. 254.57 feet; thence N. 48° 28' E. 165.35 feet; thence N. 38° 00' E. 106.16 feet to a point on the east boundary of said SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 3; thence along said East boundary N. 0° 00' 30" W. 183.07 feet to the point of beginning.

Containing in all 2.982 acres more or less.

PART II.

Real Property in the State of California.

The following described pieces, parcels or tracts of land, rights of way, easements and rights and interests in and to land lying and being in the State of California, together with all improvements of every description thereon situate or in anywise incident or appertaining thereto:

Nevada County, California

The following described property situated in Nevada County, California which Crown Zellerbach Corporation conveyed to Sierra

Pacific Power Company by deed dated April 25, 1947; recorded in book 118; page 95 et seq., official records of Nevada County:

A parcel of land lying within lots Two (2), Three (3), Four (4), Five (5) and Six (6) of Section Thirty (30), Township Eighteen (18) North, Range Eighteen (18) East, Mount Diablo Base and Meridian, said parcel of land being bounded on the South by the South boundary line of said Section Thirty (30); on the East by the Westerly right of way line of Central Pacific Railway Company; on the North by the East and West property line in said Lot Six (6) between the property of Crown Zellerbach Corporation and Sierra Pacific Power Company, as said line is defined in that certain agreement and Deed of Conveyance between Truckee River General Electric Company, Floriston Land and Power Company, and Floriston Pulp and Paper Company, and recorded on May 22, 1909, in Book "109" of Deeds, page 252, Records of Nevada County; and on the West by the center line of the California State Highway as the same is defined in that certain right of way conveyance to State of California by Crown Zellerbach Corporation dated May 10, 1938 and recorded in Book "46" page 132 Official Records of Nevada County, said parcel being more particularly described as follows, to-wit:

Beginning at the point of intersection of the center line of said highway, at Engineers Station 278 + 76.6 with the South boundary line of said Section 30 from which point the southwest corner of said Section 30 bears West 1322.3 feet; thence following the center line of said highway along a curve to the left from a tangent that bears North 1° 18' East with a radius of 750 feet through an angle of 20° 06' a distance of 263.1 feet to Engineers Equation Station 281 + 39.7 = 281 + 94.0; thence North 18° 48' West 1480.9 feet to Engineers Station 296 + 74.9; thence along a curve to the right with a radius of 600 feet, through an angle of 54° 50' a distance of 574.2 feet to Engineers Station 302 + 49.1; thence North 36° 02' East 188.8 feet to Engineers Station 304 + 37.9; thence along a curve to the left with a radius of 750 feet, through an angle of 20° 36' a distance of 269.7 feet, to Engineers Station 307 + 07.6; thence North 15° 26' East 167.1 feet, to Engineers Station 308 + 74.7; thence along a curve to the right with a radius of 750 feet through an angle of 17° 58' 30" more or less, a distance of 235.3 feet more or less to the said East and West property line between property of Crown Zellerbach Corporation and Sierra Pacific Power Company, thence East along said East and West property line approximately 425 feet to a point on the Westerly right of way line of Central

Pacific Railway Company; thence Southerly along said West-
erly right of way line of Central Pacific Railway Company to
a point on the South boundary line of said Section 30; thence
West along said South boundary line of Section 30, approxi-
mately 450 feet to the point of beginning, containing in all 46.5
acres, more or less.

PART III.

Water Rights.

All water rights of the Company, including all of the right, title
and interest of the Company in and to the following described water
rights:

The following rights conveyed to Sierra Pacific Power Company
by Western Realty Company by deed dated March 29, 1946; recorded
in Volume 186, page 207 deed records of Washoe County, Nevada:

All the right of first party to divert water from the Truckee
River and its tributaries referred to in the decree in that certain
action entitled "The United States of America, Plaintiff, v. Orr
Water Ditch Company, et al., Defendants", the same being in
Equity Docket Number A-3 in the District Court of the United
States in and for the District of Nevada; said water rights being
distributed and allocated in said decree under claim or right
numbers 361 and 362; said rights authorizing the diversion of
ninety-five miner's inches of water but not to exceed 189 acre
feet of water per season from the Truckee River through the
Indian Flat Ditch in Washoe County, Nevada, together with all
rights and privileges and hereditaments and appurtenances
thereunto belonging or appertaining, together with the right to
change the point of diversion or use thereof.

The following rights conveyed to Sierra Pacific Power Company
by Emerson J. Wilson, by deed dated April 4, 1947, recorded in Volume
Q, Bonds & Agreements, page 101, et seq., records of Washoe County,
Nevada.

All the right, title and interest of first party to divert water
from the Truckee River and its tributaries referred to in the
Decree of that certain action entitled "The United States of
America, Plaintiff, vs. Orr Water Ditch Company, et al, Defend-

ants", the same being in Equity Docket Number A-3 in the District Court of United States, in and for the District of Nevada; said water right being distributed and allocated in said Decree under claim or right number 386, said right authorizing the delivery of not to exceed 252 acre feet of water per season from the Truckee River through the English Mill Ditch in Washoe County, Nevada; said right of first party being more particularly described as the right to 70 miner's inches of water under said claim or right number 386 to the extent of 252 acre feet of water per season from the Truckee River through the English Mill Ditch.

The following rights which Donner Lake Company conveyed to Sierra Pacific Power Company and Truckee-Carson Irrigation District, as tenants in common, by deed dated May 3, 1943; recorded in Book 82 of Official Records of Nevada County, California, page 243 et seq., and in Book 437 of Official Records of Placer County, California, page 129, et seq:

All of the right, title and interest of Donner Lake Company in and to all waters pertaining to Donner Lake and its tributaries, situate in Nevada and Placer Counties, in the State of California, subject to the right of Donner Lake Company, its successors and assigns, to divert and use such amount of said waters as shall be necessary for domestic use upon or in connection with the lands and resort owned by Donner Lake Company, its successors, grantees and assigns, adjacent to or in the vicinity of Donner Lake;

The dam and controlling works situate in or on Donner Creek in County of Nevada, together with the dam site appertaining thereto;

All such permanent easements and rights over, upon or across the lands of Donner Lake Company, its successors or assigns, as may be necessary or convenient for a channel (to follow the general course of present channel) for draining and diverting the waters of Donner Lake;

Perpetual easement and right of way for diversion canal to divert the waters of Cold Creek into Donner Lake across the following described property:

Lot 5, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 18, SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 17, all in T. 17 N., R. 16 E., M. D. B. & M.;

The right to use said Donner Lake perpetually as a reservoir for the storage of water and to release water therefrom.

PART IV.**All Other Property.**

Whether the same has or has not been specifically described or referred to elsewhere in the Original Indenture, as supplemented and modified hereby, and provided the same is not therein or herein elsewhere expressly excepted: all the corporate and other franchises owned by the Company, and all permits, ordinances, easements, privileges, immunities, patents and licenses; all rights to construct, maintain and operate overhead and underground systems for the distribution and transmission of electric current, gas, water, steam, heat or other agencies for the supplying to itself and to others of light, heat, power and water; all rights of way; all grants and consents and all leases and leasehold interests whatsoever (not herein specifically excepted); whether the same or any of the same are now owned or hereafter acquired by the Company; also all other property, real, personal and mixed, now owned or hereafter acquired by the Company, including (but not limited to) all its properties situated in the Cities of Reno, Sparks, Carson City, Yerington, Lovelock and Battle Mountain, in the Counties of Churchill, Douglas, Lander, Lyon, Ormsby, Pershing, Storey and Washoe, in the State of Nevada, and also in the Counties of Alpine, El Dorado, Mono, Nevada, Placer, Plumas and Sierra in the State of California and wheresoever situated (not therein or herein specifically excepted), including (without in any wise limiting or impairing by the enumeration of the same, the generality, scope and intent of the foregoing or of any general description contained in the Original Indenture, as supplemented and modified hereby), all lands, rights of way, water and riparian rights and all interests therein, dams and dam sites, gas and electric light, heat and power plants and systems, water and/or water-works plants and systems, plants, manufactories, power houses, sub-stations, garages, sheds, warehouses, repair shops, storage houses, buildings, tunnels, bridges, distribution and transmission lines, pipe lines, conduits, towers, poles, wires, cables and all other structures,

machinery, engines, boilers, dynamos, electric machines, regulators, meters, transformers, generators, motors, electric and mechanical appliances, and other equipment of every description; and also all accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements hereafter made, constructed or acquired by the Company to, of or upon any or all of the properties, equipment, systems and/or plants and/or property used thereby or useful therefor or incidental thereto or connected therewith; and the reversions, reservations and remainders and all the estate, right, title, interest, possession, claim and demand of every nature and description whatsoever of the Company, as well at law as in equity, of, in and to the same and every part and parcel thereof.

PART V.

Income.

All tolls, revenues, earnings, income, rents, issues and profits of all property, real and personal, tangible and intangible, which are now or hereafter shall be or be required to be made subject to the lien of the Original Indenture, as supplemented and modified hereby, or pledged thereunder.

PART VI.

Properties Excepted.

It is understood and agreed that the following property (herein sometimes for convenience collectively referred to as "excepted property") is hereby expressly excepted from the lien of the Original Indenture, as supplemented and modified by this First Supplemental Indenture and the provisions thereof and hereof, unless and until hereafter mortgaged, pledged or assigned to the Trustees or to the Individual Trustee or otherwise made subject to the lien thereof or hereof, or required so to be by any provisions of the Original Indenture:

A. All property expressly excepted in the foregoing descriptions.

B. Any and all property expressly excepted and excluded from the Original Indenture and from the lien and operation thereof by Subdivisions A and B and of the character excepted by Subdivisions C to I, both inclusive, of Part X of the Original Indenture, subject to the provisions of §5.17 of the Original Indenture; provided, however, that no properties necessary or appropriate for purchasing, storing, generating, manufacturing, utilizing, transmitting, supplying and/or disposing of electricity, water and/or gas shall be excepted from the lien of the Original Indenture, as supplemented and modified by this First Supplemental Indenture, anything contained in Subdivision I of Part X of the Original Indenture to the contrary notwithstanding.

C. All property which has been released by the Trustees or otherwise disposed of by the Company free from the lien of the Original Indenture, in accordance with the provisions thereof.

TO HAVE AND TO HOLD all that part of the aforesaid property, rights, privileges, franchises and immunities not situated in the State of California, whether now owned or hereafter acquired by the Company, unto the Trustees, and their respective successors and assigns in trust forever; and TO HAVE AND TO HOLD all that part of the aforesaid property, rights, privileges, franchises and immunities situated in the State of California, whether now owned or hereafter acquired by the Company, unto the Individual Trustee, and his successors and assigns in trust forever.

SUBJECT, HOWEVER, to the exceptions and reservations and matters hereinabove recited, any permitted liens, other than liens and encumbrances junior to the lien of the Original Indenture, as supplemented and modified by this First Supplemental Indenture, as defined in §1.01(y) of the Original Indenture, and to liens existing on any property hereafter acquired by the Company at the time of such acquisition or permitted by §5.04 of the Original Indenture.

BUT IN TRUST, NEVERTHELESS, for the equal pro rata benefit, security and protection of all present and future holders of the Bonds

issued and to be issued under and secured by the Original Indenture, as supplemented and modified by this First Supplemental Indenture, and to secure the payment of such Bonds and the interest thereon, in accordance with the provisions of said Bonds and of the Original Indenture, as supplemented and modified by this First Supplemental Indenture, without any discrimination, preference, priority or distinction as to lien or otherwise of any Bonds over any other Bonds, except insofar as a sinking fund established in accordance with the provisions of the Original Indenture and hereof may afford additional security for the Bonds of any one or more series and except as provided in §10.29 of the Original Indenture, so that the principal and interest of every such Bond shall be equally and ratably secured by the Original Indenture, as supplemented and modified by this First Supplemental Indenture as if all said Bonds had been issued, sold and delivered for value simultaneously with the execution of the Original Indenture and to secure the performance of and the compliance with the covenants and conditions of said Bonds and of the Original Indenture, as supplemented and modified by this First Supplemental Indenture, and upon the trusts and for the uses and purposes and subject to the covenants, agreements, provisions and conditions hereinafter set forth and declared; it being hereby agreed as follows, to wit:

ARTICLE 1.

Description of Bonds of the 1977 Series.

§1.01. *Establishment of Bonds of the 1977 Series.* There shall be and hereby is established a new series of Bonds to be issued under and secured by the Original Indenture to be designated as the Company's "First Mortgage Bonds, 2 $\frac{7}{8}$ % Series due 1977" (herein sometimes referred to as "Bonds of the 1977 Series").

§1.02. *Terms of Bonds of the 1977 Series.* The Bonds of the 1977 Series shall be coupon bonds, payable to bearer with the privilege of

registration as to principal, in substantially the form hereinafter set forth, except that registered Bonds without coupons may be subsequently authorized as provided in §2.04 of the Original Indenture. No charge shall be made by the Registrar or the Company against the holders thereof for any such registration or for any transfer or discharge from registration of any Bonds of the 1977 Series so registered. Bonds of the 1977 Series may be issued in the form of fully registered Bonds, either in the first instance in temporary form or subsequently in definitive form, and substantially in the form of the coupon bond, except for changes made necessary or desirable on account of their temporary or fully registered character.

The coupon Bonds of the 1977 Series shall be dated as of August 1, 1947 and shall bear interest from said date. All Bonds of the 1977 Series shall be due on August 1, 1977 and shall bear interest at the rate of two and seven-eighths per centum ($2\frac{7}{8}\%$) per annum, to be paid semiannually on the first day of February and on the first day of August in each year, until payment of the principal thereof, payable until maturity upon surrender of the respective coupons attached thereto as they severally become due; principal and interest being payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the principal office of The New England Trust Company in Boston, Massachusetts or its successor in trust, or, at the option of the bearers of the coupons, such interest shall be payable at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

Definitive coupon Bonds of the 1977 Series may be issued in the denomination of \$1,000 each, numbered M1 consecutively upward.

The Trustee hereunder shall, by virtue of its office as such Trustee, be the Registrar and Transfer Agent of the Company for the purpose of registering and transferring Bonds of the 1977 Series.

§1.03. Redemption Provisions for Bonds of the 1977 Series. The Bonds of the 1977 Series shall be subject to redemption prior to maturity

(a) as a whole at any time or in part from time to time, at the option of the Company (other than in the cases mentioned in the following clause (b)) upon payment of the applicable percentage of the principal amount thereof set forth in the tabulation below under the heading "Regular Redemption Price"; and

(b)

(i) in part from time to time through operation of the sinking and improvement fund for the Bonds of the 1977 Series provided for in §1.04 of this First Supplemental Indenture, or

(ii) through the application of cash received by the Trustee if all or substantially all of the properties of the Company, or certain classes of business thereof, are sold, purchased or taken, as provided in §6.05 of the Original Indenture,

upon payment of the applicable percentage of the principal amount thereof set forth in the tabulation below under the heading "Special Redemption Price".

The Regular and Special Redemption Prices for the Bonds of the 1977 Series, during the respective periods set forth in the tabulation below shall be as follows:

12 Months' Period Beginning August 1	Regular Redemption Price	Special Redemption Price	12 Months' Period Beginning August 1	Regular Redemption Price	Special Redemption Price
1947.....	103	101	1962.....	102 $\frac{1}{4}$	100 $\frac{3}{4}$
1948.....	103	101	1963.....	102 $\frac{1}{8}$	100 $\frac{3}{4}$
1949.....	103	101	1964.....	101 $\frac{7}{8}$	100 $\frac{5}{8}$
1950.....	104	101	1965.....	101 $\frac{3}{4}$	100 $\frac{5}{8}$
1951.....	104	101	1966.....	101 $\frac{5}{8}$	100 $\frac{5}{8}$
1952.....	103 $\frac{7}{8}$	101	1967.....	101 $\frac{1}{2}$	100 $\frac{1}{2}$
1953.....	103 $\frac{5}{8}$	101	1968.....	101 $\frac{1}{4}$	100 $\frac{1}{2}$
1954.....	103 $\frac{1}{2}$	101	1969.....	101 $\frac{1}{8}$	100 $\frac{1}{2}$
1955.....	103 $\frac{3}{8}$	101	1970.....	101	100 $\frac{3}{8}$
1956.....	103 $\frac{1}{4}$	100 $\frac{7}{8}$	1971.....	100 $\frac{3}{4}$	100 $\frac{3}{8}$
1957.....	103	100 $\frac{7}{8}$	1972.....	100 $\frac{5}{8}$	100 $\frac{3}{8}$
1958.....	102 $\frac{7}{8}$	100 $\frac{7}{8}$	1973.....	100 $\frac{1}{2}$	100 $\frac{1}{4}$
1959.....	102 $\frac{3}{4}$	100 $\frac{7}{8}$	1974.....	100 $\frac{3}{8}$	100 $\frac{1}{4}$
1960.....	102 $\frac{1}{2}$	100 $\frac{3}{4}$	1975.....	100 $\frac{1}{4}$	100 $\frac{1}{8}$
1961.....	102 $\frac{3}{8}$	100 $\frac{3}{4}$	1976.....	100	100

together in any case with interest accrued on said principal amount to the redemption date; upon prior notice (unless waived as provided in the Original Indenture) given by publication at least once each week for three (3) successive calendar weeks (the first publication to be not less than thirty (30) days nor more than ninety (90) days prior to the redemption date), in a newspaper printed in the English language, customarily published on each business day and of general circulation in the City of Boston, Massachusetts, and in a similar newspaper published and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in each of the other city or cities, if any, where interest on the Bonds of the 1977 Series shall at the time be payable; provided that if all of the Bonds of the 1977 Series at the time outstanding shall be registered Bonds without coupons and/or coupon Bonds registered as to principal such notice may be given by mail in lieu of such publication; all as more fully provided in Article 4 of the Original Indenture.

§1.04. *Sinking and Improvement Fund for Bonds of the 1977 Series.*

As a sinking and improvement fund for the benefit of the Bonds of the 1977 Series, the Company covenants that it will, subject to the provisions hereinafter set forth in this Section, on or before July 31 in each year, beginning with the year 1948 and continuing to and including the year 1976, pay to the Trustee a sum sufficient to redeem, on the next succeeding August 1, at the Special Redemption Price including accrued interest, if any, to such August 1, a principal amount of Bonds of the 1977 Series equal to the lowest multiple of \$1,000 which exceeds (or is equal to) one and three-quarters per centum (1-3/4%) of the greatest principal amount of the Bonds of the 1977 Series theretofore outstanding, after deducting from said greatest aggregate principal amount the sum of the following (a) the aggregate principal amount of Bonds of the 1977 Series theretofore purchased or redeemed by the

application of the proceeds of property released from the lien of the Original Indenture, as supplemented and modified by this First Supplemental Indenture, sold, purchased or taken pursuant to the provisions of Article 6 thereof, and (b) the aggregate principal amount of Bonds of the 1977 Series made the basis of the withdrawal of such proceeds pursuant to Article 7 thereof.

The payments and the dates upon which payments are required for the sinking and improvement fund as above provided are in this §1.04 referred to as "sinking fund payments" and "sinking fund payment dates", respectively.

The Company shall have the right, subject to conditions herein contained, to satisfy any sinking fund payment in whole or in part by

(a) delivering to the Trustee for the sinking and improvement fund on or prior to the sinking fund payment date Bonds of 1977 Series theretofore issued and then outstanding, together in case of coupon Bonds, with all coupons appertaining thereto and unmatured at the time of such delivery;

(b) relinquishing, for the period during which any Bonds of Series A or Bonds of the 1977 Series shall remain outstanding, upon compliance with the provisions set forth below in this §1.04 the right (i) to have authenticated Bonds issuable pursuant to §3.03 of the Original Indenture, provided that the sum of the principal amounts of Bonds, if any, which shall have been previously issued pursuant to said §3.03, Bonds, if any, the right to authentication of which has previously been relinquished by the Company in accordance with this §1.04 and Subdivision (C) of §2.02 of the Original Indenture and Bonds, the right to authentication of which is at the time to be relinquished by the Company in accordance therewith will not exceed \$1,000,000, (ii) to use for any purpose under the Original Indenture a net amount of additional property established by additional property certificates filed with the Trustee pursuant to §3.04 (B) of the Original Indenture, not theretofore funded, and equal to 10/6ths of a principal amount of Bonds issuable pursuant to said §3.04,

and/or (iii) to use for any purpose under the Original Indenture Bonds retired as evidenced to the Trustee pursuant to §3.05 (B) of the Original Indenture, and not theretofore funded, which net amount of additional property referred to in (ii) above and Bonds referred to in (iii) above shall become funded within the meaning of §1.01 (cc) (6) of the Original Indenture, so long as any Bonds of Series A or Bonds of the 1977 Series remain outstanding, provided that when no Bonds of Series A or Bonds of the 1977 Series shall be outstanding all such relinquishment shall cease to be in effect and any net amount of additional property and Bonds which so become funded shall cease to be funded and deemed to be not theretofore funded for any other use under the Original Indenture, notwithstanding any other provision contained in the Original Indenture;

(c) redeeming Bonds of the 1977 Series, not theretofore funded, within twelve months prior to the current sinking fund payment date at the Special Redemption Price provided for in §1.03 of this First Supplemental Indenture in anticipation of the current sinking fund payment; and

(d) redeeming Bonds of the 1977 Series, not theretofore funded, at any time at the Regular Redemption Price provided for in §1.03 of this First Supplemental Indenture in anticipation of future sinking fund payments.

Bonds of the 1977 Series delivered to the Trustee pursuant to (a) above, Bonds of any series the right to the authentication and delivery of which is relinquished pursuant to (b) above, and Bonds of the 1977 Series redeemed as provided in (c) and (d) above, shall be treated as a credit on account of any such sinking fund payment in an amount equal to the Special Redemption Price for the Bonds of the 1977 Series, applicable on the date which such sinking fund payment is due, including accrued interest to the sinking fund payment date.

The Company shall file with the Trustee on or before June 15 next preceding any sinking fund payment date a certificate of the Company setting forth the methods, if any, referred to in Clauses (a), (b), (c)

21

and (d) above, by which the Company proposes to satisfy such sinking fund payment. Unless the Company files such a certificate on or before the time so required, the sinking fund payment shall be made entirely in cash or, if the certificate so filed shows that such sinking fund payment is not to be satisfied in whole by one or more of the above methods enumerated in (a) to (d), inclusive, the balance of the sinking fund payment shall be made in cash.

All Bonds of the 1977 Series delivered to the Trustee and credited against any sinking fund payment for such series and all such Bonds redeemed by operation of, or the redemption of which has been made the basis of a credit against, and Bonds of any series the right to the authentication of which, and net amount of additional property the use of which, has been relinquished as a basis of a credit against, this sinking and improvement fund and credited against any sinking fund payment, shall be deemed to be thereupon funded, so long as any Bonds of Series A or Bonds of the 1977 Series are outstanding.

Forthwith after the June 15 preceding each sinking fund payment date on which the Company will be required to make to the Trustee a payment in cash for the sinking and improvement fund, the Trustee shall proceed to select for redemption from the Bonds in respect of which such sinking fund payment was computed, in the manner provided in Article 4 of the Original Indenture, a principal amount of Bonds of the 1977 Series equal to the aggregate principal amount of Bonds redeemable with such cash payment and, in the name of the Company, shall give notice as required by the provisions of §1.03 of this First Supplemental Indenture of the redemption for the sinking and improvement fund on the then next ensuing August 1, of the Bonds so selected. On or before the sinking fund payment date next preceding such August 1, the Company shall pay to the Trustee the cash payment required by this Section, plus the amount of all interest accrued and payable on the Bonds to be redeemed by the application of such cash payment, and the money so paid shall be applied by the Trustee to the

redemption of such Bonds. The Company shall also deliver to the Trustee with the filing of any certificate of the Company heretofore provided for in this Section, or not later than the next succeeding sinking fund payment date, any Bonds specified in said Clause (a) of this Section. In the event any credit is being taken pursuant to Clause (b) of this Section, the Trustee shall be furnished with the following:

(1) A statement of the Company by which it relinquishes, for the period during which any Bonds of the 1977 Series or the Bonds of Series A shall remain outstanding hereunder, the right (i) to have authenticated Bonds issuable pursuant to §3.03 of the Original Indenture to a stated principal amount, (ii) to use for any purpose under the Indenture a stated net amount of additional property, not theretofore funded, equal to 10/6ths of a stated principal amount of Bonds, and established by an additional property certificate or certificates filed with the Trustee pursuant to §3.04 (B) of the Original Indenture, and/or (iii) to use for any purpose under the Indenture a stated principal amount of Bonds retired as evidenced to the Trustee pursuant to §3.05 (B) of the Original Indenture, not theretofore funded. In establishing Bonds and/or net amount of additional property for use pursuant to this §1.04, the Company need not file any documents required by the provisions of §3.02 of the Original Indenture, except as provided below. If the Company is acting under (i) above, such statement shall set forth the total principal amount of Bonds issuable pursuant to §3.03 of the Original Indenture that have been previously issued and the total principal amount thereof the right to authentication of which has been previously relinquished in accordance with Subdivision (C) of §2.02 of the Original Indenture, as supplemented and modified by this First Supplemental Indenture and this §1.04 and the statement contained in §3.02 (a) (6) of the Original Indenture; if the Company is acting under (ii) and/or (iii) above, such statement shall set forth statements which would be required by Subdivision (a) of §3.02 of the Original Indenture, in connection with an application for the authentication and delivery of Bonds pursuant thereto, subject to appropriate changes in language to

show that the purpose is the relinquishment of the right to have authenticated a specified principal amount of Bonds in lieu of authentication.

(2) The documents and other things required to be furnished the Trustee by the provisions of §3.03, §3.04 and/or §3.05 (B) of the Original Indenture (other than those required by §3.02 of the Original Indenture) if any, not theretofore furnished, and such statement shall be deemed an application as that word is used in the definition of net earnings certificate in §1.01 (bb) of the Original Indenture and in the definition of credit certificate in §1.01 (dd) and in §3.04 (C) (b) of the Original Indenture.

(3) Unless in any case the Company is acting only under clause (iii) of paragraph (b) of this §1.04, a net earnings certificate which shall show the net earnings to be as required in §1.01 (bb) of the Original Indenture, but which need not include annual interest charges on any principal amount of Bonds, the right to authentication of which has been, or is being relinquished pursuant to paragraph (b) of Subdivision (C) of §2.02 of the Original Indenture, as supplemented and modified by this First Supplemental Indenture and paragraph (b) of this §1.04.

(4) A resolution of the Board of Directors authorizing the relinquishment which is being effected by such statement.

The Company, upon request of the Trustee from time to time, will pay to the Trustee an amount equal to the cost of giving notice of redemption of Bonds of the 1977 Series for the sinking and improvement fund provided for in this §1.04 and any other expense of operation of such fund, the intention being that such fund shall not be charged for such expenses.

The Company further covenants that all Bonds of Series A heretofore or hereafter delivered to the Trustee and credited against the sinking and improvement fund payment for such series, and all Bonds of Series A heretofore or hereafter purchased or redeemed by the

operation of, or the redemption of which has been made a credit against, and Bonds of any series the right to the authentication of which, and net amount of additional property the use of which, has been relinquished as a basis of a credit against, the sinking and improvement fund for the Bonds of Series A, shall be deemed to be funded so long as any of the Bonds of Series A or Bonds of the 1977 Series are outstanding.

§1.05. The Company covenants that so long as any of the Bonds of the 1977 Series remain outstanding it will comply with all of the provisions of §5.14 of the Original Indenture and the provisions of said §5.14 of the Original Indenture shall continue in effect so long as any of the Bonds of the 1977 Series remain outstanding.

§1.06. The coupon Bonds of the 1977 Series, the coupons appertaining thereto, and the Trustee's authentication certificate on all Bonds of said series shall be substantially in the forms following, respectively:

[FORM OF COUPON BOND OF 1977 SERIES]

No. M

\$1000

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine

First Mortgage Bond, $2\frac{7}{8}\%$ Series due 1977

Due August 1, 1977

SIERRA PACIFIC POWER COMPANY, a Maine corporation (hereinafter sometimes called the "Company" which term shall include any successor corporation as defined in the Indenture hereinafter mentioned), for value received, hereby promises to pay to the bearer or, in case this bond be registered, to the registered owner hereof, One Thousand Dollars on August 1, 1977, and to pay interest thereon from August 1, 1947, at the rate of two and seven-eighths per centum ($2\frac{7}{8}\%$) per annum, semi-annually on the first day of February and on the first day of August in each year until payment of the principal hereof, payable until maturity only upon surrender of the respective coupons attached hereto as they severally become due.

Both principal of and interest on this bond will be paid in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the principal office of The New England Trust Company (hereinafter sometimes called the "Trustee") in the City of Boston, Massachusetts, or its successor in trust, or at the option of the bearer of the coupons, such interest will be paid at the office or agency of the Company in the Borough of Manhattan, City and State of New York.

This bond is one of the bonds, of a series designated as 2 $\frac{7}{8}$ % Series due 1977 (herein sometimes referred to as the "Bonds of the 1977 Series"), of an authorized issue of bonds of the Company, known as First Mortgage Bonds, not limited as to maximum aggregate principal amount except as otherwise provided in the Indenture hereinafter mentioned, all issued or issuable in one or more series (which several series may be of different denominations, dates and tenor) under and equally secured (except insofar as a sinking fund established in accordance with the provisions of said Indenture may afford additional security for the bonds of any specific series) by an Indenture dated as of December 1, 1940, duly executed and delivered by the Company to The New England Trust Company and Leo W. Huegle (now Fletcher C. Chamberlin by succession), as Trustees, as supplemented and modified by the First Supplemental Indenture executed and delivered by the Company to the Trustees dated as of August 1, 1947, to which Indenture and indentures supplemental thereto (herein sometimes collectively called "said Indenture") reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the rights and remedies and limitations on such rights and remedies of the bearer or registered owner of this bond in regard thereto, the terms and conditions upon which said bonds and the coupons appurtenant thereto are secured thereby, the terms and conditions upon which additional bonds and coupons may be issued thereunder and the rights, immunities and obligations of the Trustees under said Indenture.

Said Indenture, among other things, provides that no bondholder or bondholders may institute any suit, action or proceeding for the collection of this bond, or any coupon appurtenant thereto or claim for interest thereon, or to enforce the lien of said Indenture, if and

to the extent that the institution or prosecution thereof or the entry of a judgment or a decree therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of said Indenture upon any property subject thereto.

The Bonds of the 1977 Series are subject to redemption prior to maturity (a) as a whole at any time, or in part from time to time, at the option of the Company (other than in the cases mentioned in the following clause (b)) at the applicable percentage of the principal amount thereof set forth in the tabulation below under the heading "Regular Redemption Price"; and (b) in part from time to time by operation of the sinking and improvement fund provided for in the Indenture and (in the instances provided in the Indenture) by application of money received by the Trustees, if all or substantially all of the properties of the Company, or certain classes of business thereof, are sold to, or taken through the exercise of the right of eminent domain or the right to purchase by any municipal or governmental body or agency, at the applicable percentage of the principal amount thereof set forth in said tabulation under the heading "Special Redemption Price":

12 Months' Period Beginning August 1	Regular Redemption Price	Special Redemption Price	12 Months' Period Beginning August 1	Regular Redemption Price	Special Redemption Price
1947.....	103	101	1962.....	102 $\frac{1}{4}$	100 $\frac{3}{4}$
1948.....	103	101	1963.....	102 $\frac{1}{8}$	100 $\frac{3}{4}$
1949.....	103	101	1964.....	101 $\frac{7}{8}$	100 $\frac{5}{8}$
1950.....	104	101	1965.....	101 $\frac{3}{4}$	100 $\frac{5}{8}$
1951.....	104	101	1966.....	101 $\frac{5}{8}$	100 $\frac{5}{8}$
1952.....	103 $\frac{7}{8}$	101	1967.....	101 $\frac{1}{2}$	100 $\frac{1}{2}$
1953.....	103 $\frac{5}{8}$	101	1968.....	101 $\frac{1}{4}$	100 $\frac{1}{2}$
1954.....	103 $\frac{1}{2}$	101	1969.....	101 $\frac{1}{8}$	100 $\frac{1}{2}$
1955.....	103 $\frac{3}{8}$	101	1970.....	101	100 $\frac{3}{8}$
1956.....	103 $\frac{1}{4}$	100 $\frac{7}{8}$	1971.....	100 $\frac{3}{4}$	100 $\frac{3}{8}$
1957.....	103	100 $\frac{7}{8}$	1972.....	100 $\frac{5}{8}$	100 $\frac{3}{8}$
1958.....	102 $\frac{7}{8}$	100 $\frac{7}{8}$	1973.....	100 $\frac{1}{2}$	100 $\frac{1}{4}$
1959.....	102 $\frac{3}{4}$	100 $\frac{7}{8}$	1974.....	100 $\frac{3}{8}$	100 $\frac{1}{4}$
1960.....	102 $\frac{1}{2}$	100 $\frac{3}{4}$	1975.....	100 $\frac{1}{4}$	100 $\frac{1}{8}$
1961.....	102 $\frac{3}{8}$	100 $\frac{3}{4}$	1976.....	100	100

together in any case with interest accrued on said principal amount to the redemption date; upon prior notice (unless waived as provided in the Indenture) given by publication at least once each week for three (3) successive calendar weeks (the first publication to be not less than thirty (30) days nor more than ninety (90) days prior to the redemption date), in a newspaper, printed in the English language, customarily published on each business day and of general circulation in the City of Boston, Massachusetts; and in a similar newspaper published and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in each of the other city or cities, if any, where interest on the bonds of this series shall at the time be payable; provided that if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, such notice may be given by mail in lieu of such publication; all as more fully provided in the Indenture.

The bonds of this series are entitled to the benefit of the sinking and improvement fund for bonds of this series provided for in said Indenture.

To the extent permitted and as provided in said Indenture, modifications or alterations of said Indenture, or of any indenture supplemental thereto and of the bonds issued thereunder and of the rights and obligations of the Company and the rights of the bearers or registered owners of the bonds and coupons, may be made with the consent of the Company and with the written approvals or consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds outstanding, and unless all of the bonds then outstanding under said Indenture are affected in the same manner and to the same extent by such modification or alteration, with the written approvals or consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds of each series outstanding, provided, however, that no such alteration or modification shall, without the written approval or consent of the bearer or registered owner of any bond affected thereby, (a) impair or affect the right of such bearer or registered owner to receive payment of the principal of and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the

enforcement of any such payment on or after such respective dates, except that the holders of not less than seventy-five per centum (75%) in principal amount of the bonds outstanding may consent on behalf of the bearers or registered owners of all of the bonds to the postponement of any interest payment for a period of not exceeding three (3) years from its due date, or (b) reduce the percentage of the principal amount of the bonds upon the consent of which modifications or alterations may be effected as aforesaid.

This bond shall pass by delivery, except that it may be registered as to principal from time to time at the option of the bearer on registration books to be kept for the purpose at the principal office of the Trustee, such registration being noted hereon, and if so registered shall pass only by transfer upon such books by the registered owner or his duly authorized attorney, similarly noted hereon, unless such transfer shall have been made and registered to bearer and noted hereon, in which case it shall again pass by delivery until again registered. Such registration of this bond as to principal shall not affect the negotiability of its coupons, which shall remain payable to bearer, be treated as negotiable and pass by delivery, whether or not this bond is registered.

Coupon bonds of this series, bearing all unmatured coupons, may be exchanged at said office of the Trustee for registered bonds of the same series without coupons for a like aggregate principal amount in authorized denominations, upon payment, if the Company shall so require, of the charges provided for in the Indenture and subject to the terms and conditions therein set forth.

In case an event of default as defined in said Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in said Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and under the conditions provided in said Indenture, waive defaults thereunder and the consequences of such defaults.

In case all or substantially all of the electric properties of the Company are sold to or taken through the exercise of the right of eminent domain or the right to purchase by any municipal or governmental body or agency, the principal of this bond will, upon receipt

by the Company of payment or compensation, become due and payable before maturity at the then applicable sinking and improvement fund redemption price aforesaid.

It is part of the contract herein contained that each bearer or registered owner hereof by the acceptance hereof waives all right of recourse to any personal liability of any incorporator, stockholder, officer or director, past, present or future, of the Company, as such, or of any predecessor or successor corporation, howsoever arising, for the collection of any indebtedness hereunder; and as a part of the consideration for the issue hereof releases from all such liability each such incorporator, stockholder, officer or director, all as provided in said Indenture.

Neither this bond nor any of the coupons for interest hereon shall become or be valid or obligatory for any purpose until the authentication certificate endorsed hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused these presents to be executed in its name and behalf by its President or a Vice President and its corporate seal, or a facsimile thereof, to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and has likewise caused the annexed coupons to be authenticated by a facsimile of the signature of its Treasurer, all as of the first day of August, 1947.

SIERRA PACIFIC POWER COMPANY,

By.....

Vice President.

Attest:

Secretary.

[GENERAL FORM OF THE BONDS OF 1977 SERIES INTEREST COUPON]

\$*

No.

On the first day of _____, 19____, Sierra Pacific Power Company will pay to the bearer upon surrender of this coupon at the principal office of The New England Trust Company, in the City of Boston, Massachusetts, or at the office of its successor, or, at the option of the bearer, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, * dollars and * cents (\$*) in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, being six months' interest then due on its First Mortgage Bond, 2 $\frac{7}{8}$ % Series due 1977, No. _____, unless said bond shall have been duly called for previous redemption and payment duly provided therefor.

Treasurer.

[FORM OF AUTHENTICATION CERTIFICATE]

This bond is one of the bonds of the series designated therein, referred to in the within-mentioned Indenture.

THE NEW ENGLAND TRUST COMPANY,
Corporate Trustee,

By.....

Secretary.

- * February coupon will be for \$14.37.
- * August coupon will be for \$14.38.

ARTICLE 3.**Modifications of Certain Provisions
of Original Indenture.**

The Original Indenture be and hereby is modified by embodying in this First Supplemental Indenture the modifications to Subdivision (C) of §2.02 of the Original Indenture authorized by the Board of Directors of the Company by resolution duly adopted on January 19, 1942 and consented to by the holders of all the Bonds at the time outstanding under the Original Indenture, in accordance with the provisions of §12.01 of the Original Indenture, as follows:

(1) by modifying paragraph (b) thereof so as to read as follows:

"(b) relinquish, for the period during which any Bonds of Series A shall remain outstanding hereunder, upon compliance with the provisions set forth below in this Subdivision (C), the right (i) to have authenticated Bonds issuable pursuant to §3.03, provided that the sum of the principal amounts of Bonds, if any, which shall have been previously issued pursuant to said §3.03, Bonds, if any, the right to authentication of which has previously been relinquished by the Company in accordance with this Subdivision (C) and Bonds, the right to authentication of which is at the time to be relinquished by the Company in accordance therewith will not exceed \$1,000,000, (ii) to use for any purpose hereunder a net amount of additional property established by additional property certificates filed with the Trustee pursuant to §3.04 (B), not theretofore funded, and equal to 10/6ths of a principal amount of Bonds issuable pursuant to said §3.04, and/or (iii) to use for any purpose hereunder Bonds retired as evidenced to the Trustee pursuant to §3.05 (B) and not theretofore funded, which net amount of additional property referred to in (ii) above and Bonds referred to in (iii) above shall become funded within the meaning of §1.01 (cc) (6) hereof so long as any Bonds of Series A remain outstanding, provided

that when no Bonds of Series A shall be outstanding hereunder all such relinquishment shall cease to be in effect and any net amount of additional property and Bonds which so become funded shall cease to be funded and deemed to be not theretofore funded for any other use hereunder, notwithstanding any other provision herein contained; and/or" and

(2) by inserting after the first full paragraph of said Subdivision (C) the following:

"In connection with the relinquishment of any right or rights pursuant to the foregoing paragraph (b) of this Subdivision (C) the Company shall furnish and file with the Trustee, and the Trustee may accept as full compliance therewith, the following:

(1). A statement of the Company by which it relinquishes, for the period during which any Bonds of Series A shall remain outstanding hereunder, the right (i) to have authenticated Bonds issuable pursuant to §3.03 to a stated principal amount, (ii) to use for any purpose hereunder a stated net amount of additional property, not theretofore funded, equal to 10/6ths of a stated principal amount of Bonds, and established by an additional property certificate or certificates filed with the Trustee pursuant to §3.04 (B), and/or (iii) to use for any purpose hereunder a stated principal amount of Bonds retired as evidenced to the Trustee pursuant to §3.05 (B), not theretofore funded. In establishing Bonds and/or net amount of additional property pursuant to this Subdivision (C), the Company need not file any documents required by the provisions of §3.02, except as provided below. If the Company is acting under (i) above, such statement shall set forth the total principal amount of Bonds issuable pursuant to §3.03 that have been previously issued and the total principal amount thereof the right to authentication of which has been previously relinquished in accordance with this Subdivision (C) and the statement contained in §3.02 (a) (i); if the Company is acting under (ii) and/or (iii) above, such statement shall set forth statements which would be required by Subdivision (a) of §3.02, in connection with an application for the authentication

and delivery of Bonds pursuant thereto, subject to appropriate changes in language to show that the purpose is the relinquishment of the right to have authenticated a specified principal amount of Bonds in lieu of authentication.

(2) The documents and other things required to be furnished the Trustee by the provisions of §3.03, §3.04 and/or §3.05 (B) (other than those required by §3.02) if any, not theretofore furnished, and such statement shall be deemed an application as that word is used in the definition of net earnings certificate in §1.01 (bb) and in the definition of credit certificate in §1.01 (dd) and in §3.04 (C) (b).

(3) Unless in any case the Company is acting only under clause (iii) of paragraph (b) of this Subdivision (C), a net earnings certificate which shall show the net earnings to be as required in §1.01 (bb), but which need not include annual interest charges on any principal amount of Bonds, the right to authentication of which has been, or is being relinquished pursuant to paragraph (b) of this Subdivision (C).

(4) A resolution of the Board of Directors authorizing the relinquishment which is being effected by such statement."

ARTICLE 4.

Principal Amount Presently to be Outstanding.

§4.01. The total aggregate principal amount of First Mortgage Bonds of the Company issued and outstanding and presently to be issued and outstanding under the provisions of and secured by the Original Indenture, as supplemented and modified by this First Supplemental Indenture, will be Three Million Nine Hundred Seventy-five Thousand Dollars (\$3,975,000), namely, Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, Series A $3\frac{1}{4}\%$, due December 1, 1970 now issued and outstanding and Nine Hundred Seventy-five Thousand Dollars (\$975,000) principal amount of First Mortgage Bonds, $2\frac{7}{8}\%$ Series due 1977, established by resolution of the Board of Directors and to be issued upon compliance by the Company with the provisions of §3.04 of the Original Indenture.

ARTICLE 5.**Miscellaneous.**

§5.01. This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture, and shall form a part thereof, and except as hereby modified, the Original Indenture is hereby confirmed. All terms used in this Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture except in cases where the context clearly indicates otherwise.

§5.02. All recitals in this Supplemental Indenture are made by the Company only and not by the Trustees; and all of the provisions contained in the Original Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustees shall, except as hereinabove modified, be applicable in respect hereof as fully and with like effect as if set forth herein in full.

§5.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference August 1, 1947, the actual date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgments hereto annexed.

§5.04. In order to facilitate the recording or filing of this Supplemental Indenture, the same may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

§5.05. The Company hereby acknowledges receipt from the Trustees of a full, true and complete copy of this Supplemental Indenture.

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused this First Supplemental Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corpo-

35.

rate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries; and The New England Trust Company in token of its acceptance of the trust hereby created has caused this First Supplemental Indenture to be signed in its corporate name and behalf by its President or one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by its Secretary or one of its Assistant Secretaries; and Fletcher C. Chamberlin in token of his acceptance of the trust hereby created has hereunto set his hand and seal, all as of the day and year first above written.

SIERRA PACIFIC POWER COMPANY,

By *Frederick J. Pratt*
Vice President.

Attest:

George E. Kehoe
Secretary.

Signed, sealed and delivered on behalf of
SIERRA PACIFIC POWER COMPANY, in the
presence of:

Vernon P. Northley
Mary G. Furfey

THE NEW ENGLAND TRUST COMPANY,

By

Walter H. Smith
Vice President.

Attest:

Carl B. Jones
Assistant Secretary.

Signed, sealed and delivered on behalf of
THE NEW ENGLAND TRUST COMPANY, in
the presence of:

Vernon P. Northley
Mary G. Furfey

Signed, sealed and delivered by FLETCHER C.
CHAMBERLIN, in the presence of:

Vernon P. Northley
Mary G. Furfey

Fletcher C. Chamberlin



The Commonwealth of Massachusetts

C 3313

OFFICE OF THE SECRETARY

Boston, AUG 19 1947 19.....

I hereby certify, That at the date of the attestation hereto annexed,

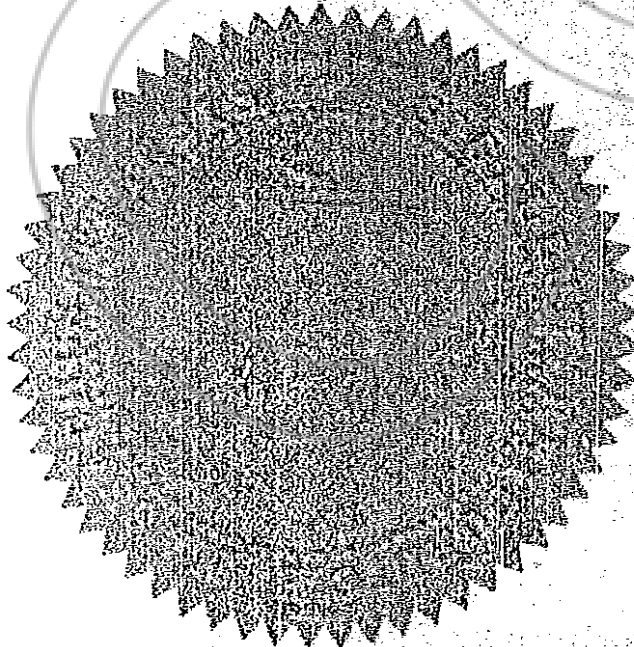
Dana V. Humphrey

whose name is signed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking such acknowledgment, proof or affidavit, a NOTARY PUBLIC for the said Commonwealth duly commissioned and sworn; that to *his* acts and attestations, as such, full faith and credit are and ought to be given in and out of court; that as such Notary Public *he* was by law authorized to take the same, to take depositions, to administer oaths and take acknowledgments of deeds or conveyances of lands, tenements or hereditaments and other instruments throughout the Commonwealth to be recorded according to law; that I have compared *his* signature to the annexed attestation with the original on file in this office, and verily believe it to be genuine. I further certify that the impressions of the seals of Notaries Public are not required by law to be filed in this office.

In testimony of which, I have hereunto affixed the
Great Seal of the Commonwealth
the date above written.

F. W. Cook

Secretary of the Commonwealth.



COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

On this 19th day of August, 1947, before me appeared FREDERICK S. PRATT and GEORGE E. KEHOE, to me personally known, who being by me duly sworn did say that they are respectively the Vice President and Secretary of Sierra Pacific Power Company and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation, and that the foregoing instrument was signed by them and sealed on behalf of said Corporation by authority of the Stockholders and Directors, and the said Frederick S. Pratt and George E. Kehoe acknowledged the said instrument to be the free act and deed of said Corporation.

James D. Humphrey
Notary Public.

My commission expires

Nov. 27, 1947

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

On this 19th day of August, 1947, before me appeared Myles STANDISH and CARL B. JONES, to me personally known, who being by me duly sworn did say that they are the Vice President and Assistant Secretary respectively of The New England Trust Company, and that the seal affixed to the foregoing instrument is the corporate seal of said trust company, and that the foregoing instrument was signed and sealed by them on behalf of said trust company, and the said MYLES STANDISH, and CARL B. JONES acknowledged said instrument to be the free act and deed of said trust company.

James D. Humphrey
Notary Public.

My commission expires

Nov. 27, 1947

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

On this 19th day of August, 1947, before me appeared FLETCHER C. CHAMBERLIN, to me personally known, who being by me duly sworn did say that the foregoing instrument was signed by him as his free act and deed.

James D. Humphrey
Notary Public.

My commission expires Nov. 27, 1947

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

On this 19th day of August A. D., 1947, personally appeared before me, a Notary Public in and for the County of Suffolk, MILES STANDISH, known to me to be the Vice President of The New England Trust Company, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated, that he is acquainted with the seal of said corporation, and that the said seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the corporation executed the said instrument freely and voluntarily and for the purposes and uses therein named.

James D. Humphrey
Notary Public.

My commission expires Nov. 27, 1947

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

On this 19th day of August A. D., 1947, personally appeared before me, a Notary Public in and for the County of Suffolk, GEORGE E. KEHOE, known to me to be the Secretary of Sierra Pacific Power Company, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated, that he is acquainted with the seal of said corporation, and that the said seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the corporation executed the said instrument freely and voluntarily and for the purposes and uses therein named.

Donald D. Humphrey
Notary Public.

My commission expires Nov. 27, 1947.

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

On this 19th day of August A. D., 1947, personally appeared before me, a Notary Public in and for the County of Suffolk, Fletcher C. Chamberlin, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Donald D. Humphrey
Notary Public.

My commission expires Nov. 27, 1947.

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

FREDERICK S. PRATT and GEORGE E. KEHOE, being duly sworn, each for himself, deposes and says: That said Frederick S. Pratt is a Vice President of Sierra Pacific Power Company, a corporation duly organized under and by virtue of the laws of the State of Maine, the party of the first part in the foregoing instrument, and that said George E. Kehoe is the Secretary thereof; that said instrument is made in good faith, and without any design to hinder, delay or defraud creditors.

Subscribed and sworn to before me this 19th day of August, 1947.

James D. Humphrey
Notary Public.

My commission expires Nov. 27, 1947.

COMMONWEALTH OF MASSACHUSETTS, }
COUNTY OF SUFFOLK, } ss.:

MYLES STANDISH and CARL B. JONES being duly sworn, each for himself, deposes and says: That said MYLES STANDISH is a Vice President of The New England Trust Company, a corporation duly organized under and by virtue of the laws of the Commonwealth of Massachusetts, one of the parties of the second part in the foregoing instrument, and that said CARL B. JONES is an Assistant Secretary thereof; that said instrument is made in good faith, and without any design to hinder, delay or defraud creditors.

Subscribed and sworn to before me this 19th day of August, 1947.

James D. Humphrey
Notary Public.

My commission expires Nov. 27, 1947.

COMMONWEALTH OF MASSACHUSETTS, } ss.:
COUNTY OF SUFFOLK,

FLETCHER C. CHAMBERLIN, being duly sworn, deposes and says:
That he is one of the parties of the second part in the foregoing instru-
ment, and that said instrument is made in good faith, and without any
design to hinder, delay or defraud creditors.

Subscribed and sworn to before me this 19th day of August, 1947.

My commission expires Nov. 27, 1947.

[Signature]
Notary Public.

155303

File No. 80251

RECORDED AT THE REQUEST OF

Sierra Pacific Power Co.

November 20 A.D. 1943

At 31 minutes past 11 A. M.

in Liber 1 of OFFICIAL RECORDS

Page 238 of 276 Records of

FUREKA COUNTY, NEVADA

Willis A. de Paul Recorder

By _____ Deputy

Fee \$ 37.75

Filed for Record at the Request of
SIERRA PACIFIC POWER COMPANY

AUG 22 1947

at 12 Minutes past 2 o'clock P.M.

Recorded in Volume 74

Mortgages

Page 54 et seq., Record of

Fureka County, Nevada.

Wells B. Boyd

County Recorder

Fee for Recording \$ 30.05

Copied M.E.H.

Indexed W.C.

Verified J.Y. B.S.