

Washoe County  
Second Supplemental Indenture April 1, 1948  
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BOOK

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**SIERRA PACIFIC POWER COMPANY**  
**TO**  
**THE NEW ENGLAND TRUST COMPANY**  
**AND**  
**FLETCHER C. CHAMBERLIN**  
**as Trustees**

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**Second Supplemental Indenture**

*Dated as of April 1, 1948*

Supplementing and Modifying Indenture of Mortgage

*Dated as of December 1, 1940*

Relating to  
First Mortgage Bonds

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

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**THIS SECOND SUPPLEMENTAL INDENTURE** dated for convenience as of the first day of April, 1948 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, 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, the Company has heretofore executed and delivered to the Trustees a First Supplemental Indenture, dated as of August 1, 1947 (hereinafter sometimes referred to as the "First Supplemental Indenture"), supplementing and modifying the Original Indenture, which First Supplemental Indenture, among other things, describes the terms of the series of Bonds established by the Board of Directors of the Company and designated as First Mortgage Bonds, 2 $\frac{7}{8}$ % Series

due 1977, dated as of August 1, 1947 and due August 1, 1977 (in said First Supplemental Indenture and hereinafter sometimes referred to as "Bonds of the 1977 Series"); 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 Nine Hundred Seventy-five Thousand Dollars (\$975,000) principal amount of the Bonds of the 1977 Series have been issued under the Original Indenture, as supplemented and modified by the First Supplemental Indenture, and all of said Bonds are outstanding at the time of the execution and delivery of this Second Supplemental Indenture; and

WHEREAS, §12.01 of the Original Indenture provides, among other things, that modifications or alterations of the Indenture 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, unless all the Bonds outstanding under the Indenture are affected in the same manner and to the same extent by such modification or alteration, by the holders of not less than 75% in principal amount of the Bonds of each series outstanding, and otherwise as specifically set forth in said §12.01; and

WHEREAS, as permitted by §12.01 of the Original Indenture, the Board of Directors of the Company by resolution duly adopted, authorized, and the holders of all the Bonds of each series at the time outstanding have approved and consented to, the modification or alteration of certain provisions of the Original Indenture, as supplemented and modified by the First Supplemental Indenture, set forth in Article 2 of this Second Supplemental Indenture, as evidenced by Bondholders' Consent to Modification and/or Alteration of the Indenture of Mortgage dated as of December 1, 1940, as supplemented and modified of Sierra Pacific Power Company dated June 21, 1948, 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 or alteration of the 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 modifications or alterations of the provisions of the Original Indenture, as supplemented and modified by the First Supplemental Indenture, embodied in this Second Supplemental Indenture;

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, 3½% Series due 1978, to be dated as of April 1, 1948 and to be due April 1, 1978 (hereinafter sometimes referred to as "Bonds of the 1973 Series") in the principal amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) and has authorized the issue of said Bonds of the 1978 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) for 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 an ambiguity or curing, correcting or supplementing any defective or inconsistent provision contained therein; and

WHEREAS, the Company desires to execute this Second Supplemental Indenture and hereby requests the Trustees to join in this Second Supplemental Indenture for the purpose of describing the terms of the Bonds of the 1978 Series, and subjecting to the lien of the Original Indenture as supplemented and modified, the additional properties

acquired by the Company since the execution and delivery of the First Supplemental Indenture and modifying certain provisions of the Original Indenture as supplemented and modified by the First Supplemental Indenture, pursuant to Article 12 of the Original Indenture (the Original Indenture, as supplemented and modified by the First Supplemental Indenture and as supplemented and modified by this Second Supplemental Indenture being herein sometimes called the "Indenture"); and

WHEREAS, all conditions necessary to authorize the execution, delivery and recording of this Second Supplemental Indenture and to make this Second 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 Indenture, 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 heretofore supplemented and modified and hereby supplemented and modified at any time outstanding, according to their tenor and effect, and the performance of all the covenants and conditions in the Indenture and in said Bonds 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, all of the property hereinafter described, (except the property described in Part V hereof), which has been acquired by the Company since the execution and delivery by it of the First Supplemental Indenture, that part not situated in the State of California unto the Trustees and their successors and assigns, and that part situated in the State of California unto the Individual Trustee and his successors and assigns, 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:

*Lander County, Nevada*

The following described property situated in Lander County, Nevada, which Margaret E. Broyles conveyed to Sierra Pacific Power Company by deed dated August 19, 1947; recorded in Book of Deeds 63, page 152, official records of Lander County:

Beginning at the Southeast (SE) corner of the Southwest one-quarter (SW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 18, T. 32 N., R. 45 E., M. D. B. & M.;

And running from the point of beginning S. 89° 53' W. 300 feet along the one-quarter ( $\frac{1}{4}$ ) section line, thence N. 0° 07' W. 250.5 feet; thence N. 89° 53' E. 275 feet, thence N. 0° 07' W. 331.8 feet, more or less, to a point on the southerly right of way line of the Nevada State Highway, thence S. 44° 15' E. 35.9 feet along the southerly right of way line of said highway, thence S. 0° 07' E. 556.5 feet along the easterly line of said southwest one-quarter (SW $\frac{1}{4}$ ) of Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 18 to the point of beginning; containing 1.9 acres within said Southwest one-quarter (SW $\frac{1}{4}$ ) of Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 18, T. 32 N., R. 45 E., M. D. B. & M.

*Lyon County, Nevada*

The following described property situated in the City of Yerington, Lyon County, Nevada, which Elizabeth W. Anderson conveyed to Sierra Pacific Power Company by deed dated January 17, 1948; recorded in Book 35 of Deeds, page 258, official records of Lyon County:

Lots 7 and 8 in Block 19 of the Bovard Tract in the City of Yerington, Nevada, as shown by plat which is of record in the office of County Recorder of Lyon County, Nevada.

*Ormsby County, Nevada*

The following described property situated in the City of Carson City, Ormsby County, Nevada, which Earl W. Houlahan and Ella B. Houlahan, his wife, conveyed to Sierra Pacific Power Company by deed dated October 17, 1947; recorded in Volume 52 of Deeds, page 558, official records of Ormsby County:

All of Lot number One (1) and the East one-half of Lot number Two (2) on Block numbered Thirty-one (31) of Proctor and Green's Division of Carson City, Ormsby County, Nevada.

*Washoe County, Nevada*

The following described property situated in the City of Reno, Washoe County, Nevada, which John Granata and Filomena Granata, his wife, Frances Olive Cafferata, a single woman, Mrs. Willis B. Parsons, also known as Eugenia Bell Parsons, Wayne A. Watson, and Richard Edward Watson conveyed to Sierra Pacific Power Company by deed dated July 31, 1947; recorded in Volume 203 of Deeds, page 294, et seq., records of Washoe County, Nevada:

Beginning at the intersection of the West line of High Street with the North line of North Street, as shown on the official map of Haydon & Shoemaker's Southeast Addition to Reno, filed in the office of the County Recorder of Washoe County, Nevada, on December 3, 1878, said point being also the Southeast corner of the parcel of land conveyed to John Anderson by deed recorded in Book 22 of Deeds, page 638, Records of Washoe County, Nevada; running

Thence, N. 89° 53' E. along the north line of North Street, a distance of 60.00 feet to the Southwest corner of the parcel of land conveyed to John Eyraud and wife by deed recorded in Book 22 of Deeds, page 504, Records of Washoe County, Nevada;

Thence N. 0° 01' W. along the west line of parcel so conveyed to John Eyraud and wife, a distance of 100.00 feet to the Northwest corner thereof;

Thence S.  $71^{\circ} 26' 54''$  W. 63.27 feet to the Northeast corner of the parcel of land conveyed to John Anderson, hereinbefore mentioned;

Thence S.  $0^{\circ} 01'$  E. along the East line of said land so conveyed to John Anderson, a distance of 80.00 feet to the point of beginning, containing 0.124 acres.

Excepting from the above-described property a strip of land conveyed to H. E. Cafferata and John Granata by deed made August 26, 1947 and described as a strip of land ten feet in width lying on the westerly side of the above-described parcel and extending from the southerly line to the northerly line of the property so described.

## PART II.

### Water Rights.

The following water rights conveyed to Sierra Pacific Power Company by George E. Wilkinson, by deed dated May 8, 1947, recorded in Volume 198 of Deeds, page 558 et seq., records of Washoe County, Nevada:

All the right of first party to divert 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 right being distributed and allocated in said decree under claim or right number 412 for the following described lands, a portion of what is commonly known as the "Bates Ranch", lying in the northeast quarter of Section 13, T. 19 N., R. 19 E., MDB&M., and more particularly described as follows, to-wit:

Beginning at a point on the north boundary line of Section 13, T. 19 N., R. 19 E., M.D.B.&M. from which point the North  $\frac{1}{4}$  corner of said Section 13 bears N.  $89^{\circ} 57' 30''$  W. 621.49 feet, and running thence S.  $0^{\circ} 33'$  E. 1261.22 feet; thence S.  $0^{\circ} 26' 20''$  E. 344.41 feet; thence S.  $0^{\circ} 40' 10''$  E. 459.13 feet; thence S.  $89^{\circ} 34'$  E.

1359.92 feet; thence N. 0° 15' E. 1057.27 feet; thence S. 89° 34' W. 824.99 feet; thence N. 0° 33' W. 1003.00 feet; thence N. 89° 57' 30" W. 550.00 feet, more or less, to the point of beginning. Containing in all 45.89 acres more or less, in Washoe County, Nevada.

Said right authorizing the delivery of 59 miner's inches of water but not to exceed 205.5 acre feet of water per season from the Truckee River through the Cochran 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.

### **PART III.**

#### **All Other Property.**

Whether the same has or has not been specifically described or referred to elsewhere in the Original Indenture, the First Supplemental Indenture or this Second Supplemental Indenture, 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 therein or 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 enumera-

tion of the same, the generality, scope and intent of the foregoing or of any general description contained in the Original Indenture, as heretofore supplemented and modified and hereby supplemented and modified), 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, substations, 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 IV.**

##### **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 Indenture, or pledged thereunder.

#### **PART V.**

##### **Properties Excepted.**

It is understood and agreed that the following property (herein sometimes for convenience collectively referred to as "excepted prop-

erty'') is hereby expressly excepted from the lien of the Indenture, and the provisions thereof, 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 required so to be by any provisions of the 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, and Subdivisions A, B and C of Part VI of the First Supplemental 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 Indenture, anything contained in Subdivision I of Part X of the Original Indenture to the contrary notwithstanding.

C. All property which has heretofore been released by the Trustees or otherwise disposed of by the Company free from the lien of the 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 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 Indenture, and to secure the payment of such Bonds and the interest thereon, in accordance with the provisions of said Bonds and of the Indenture, without any discrimination, preference, priority or distinction as to lien or otherwise of any Bond over any other Bond, except insofar as any sinking fund established in accordance with the provisions of the Indenture 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 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 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 1978 Series.

§1.01. *Establishment of Bonds of the 1978 Series.* There shall be and hereby is established a new series of Bonds to be issued under and secured by the Indenture and to be designated as the Company's "First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1978" (herein sometimes referred to as "Bonds of the 1978 Series").

§1.02. *Terms of Bonds of the 1978 Series.* The Bonds of the 1978 Series shall be registered Bonds, without coupons, and/or coupon Bonds payable to bearer with the privilege of registration as to prin-

cipal, in substantially the respective forms hereinafter set forth. No charge shall be made by the Registrar or the Company against the holders thereof for any such registration as to principal or for any transfer or discharge from registration of any coupon Bonds of the 1978 Series so registered. Bonds of the 1978 Series may be issued in the first instance in temporary form substantially in the forms of the coupon Bond or fully registered Bond except for changes made necessary or desirable on account of their temporary character.

The registered Bonds of the 1978 Series shall be dated as of the date of authentication thereof and shall bear interest from April 1, 1948, or from the interest payment date next preceding the date of authentication of such Bonds, or from the date thereof if it be an interest payment date, whichever date is the later. The coupon Bonds of the 1978 Series shall be dated as of April 1, 1948 and shall bear interest from said date. All Bonds of the 1978 Series shall be due on April 1, 1978 and shall bear interest at the rate of three and one-eighth per centum ( $3\frac{1}{8}\%$ ) per annum, to be paid on October 1, 1948 and thereafter semi-annually on the first day of April and on the first day of October in each year, until payment of the principal thereof, payable until maturity upon surrender, in the case of coupon Bonds, 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 or of the registered owners of registered Bonds without 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 1978 Series may be issued in the denomination of \$1,000 each, numbered MA1 consecutively upward.

Definitive registered Bonds of the 1978 Series, without coupons, may be issued in the denomination of One Thousand Dollars (\$1,000) or any multiple thereof authorized by the Board of Directors or by the Treasurer of the Company in the absence of authorization by the Board of Directors, bearing appropriate serial numbers.

As permitted by the provisions of §2.06 of the Original Indenture and upon payment, at the option of the Company, of the charges therein provided, registered Bonds of the 1978 Series without coupons may be exchanged for a new registered Bond or Bonds, of like aggregate principal amount, or for a like aggregate principal amount of coupon Bonds, of said Series, and coupon Bonds of the 1978 Series may be exchanged for a like aggregate principal amount of registered Bonds of the said Series without coupons of the same or different authorized denomination or denominations.

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 1978 Series.

§1.03. *Redemption Provisions for Bonds of the 1978 Series.* The Bonds of the 1978 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) either

(i) in part from time to time through operation of the sinking and improvement fund for the Bonds of the 1978 Series provided for in §1.04 of this Second Supplemental Indenture, or

(ii) through the application of cash received by the Trustee if all or substantially all of the properties used by the Company in the conduct of 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 Redemption Prices and Special Redemption Prices for the Bonds of the 1978 Series, during the respective periods set forth in the tabulation below shall be as follows:

12 Months' Period Beginning April 1	Regular Redemption Price	Special Redemption Price	12 Months' Period Beginning April 1	Regular Redemption Price	Special Redemption Price
1948.....	104 $\frac{1}{4}$	101 $\frac{3}{8}$	1963.....	102 $\frac{1}{8}$	100 $\frac{7}{8}$
1949.....	104 $\frac{1}{8}$	101 $\frac{1}{4}$	1964.....	102	100 $\frac{3}{4}$
1950.....	104	101 $\frac{1}{4}$	1965.....	101 $\frac{7}{8}$	100 $\frac{3}{4}$
1951.....	103 $\frac{7}{8}$	101 $\frac{1}{4}$	1966.....	101 $\frac{5}{8}$	100 $\frac{3}{4}$
1952.....	103 $\frac{3}{4}$	101 $\frac{1}{4}$	1967.....	101 $\frac{1}{2}$	100 $\frac{5}{8}$
1953.....	103 $\frac{5}{8}$	101 $\frac{1}{4}$	1968.....	101 $\frac{3}{8}$	100 $\frac{5}{8}$
1954.....	103 $\frac{3}{8}$	101 $\frac{1}{8}$	1969.....	101 $\frac{1}{4}$	100 $\frac{5}{8}$
1955.....	103 $\frac{1}{4}$	101 $\frac{1}{8}$	1970.....	101 $\frac{1}{8}$	100 $\frac{1}{2}$
1956.....	103 $\frac{1}{8}$	101 $\frac{1}{8}$	1971.....	101	100 $\frac{1}{2}$
1957.....	103	101 $\frac{1}{8}$	1972.....	100 $\frac{3}{4}$	100 $\frac{3}{8}$
1958.....	102 $\frac{7}{8}$	101	1973.....	100 $\frac{5}{8}$	100 $\frac{3}{8}$
1959.....	102 $\frac{3}{4}$	101	1974.....	100 $\frac{1}{2}$	100 $\frac{1}{4}$
1960.....	102 $\frac{1}{2}$	101	1975.....	100 $\frac{3}{8}$	100 $\frac{1}{4}$
1961.....	102 $\frac{3}{8}$	100 $\frac{7}{8}$	1976.....	100 $\frac{1}{4}$	100 $\frac{1}{4}$
1962.....	102 $\frac{1}{4}$ <i>here</i>	100 $\frac{7}{8}$	1977.....	100	100

together in any case with interest accrued on the principal amount thereof to the date fixed for redemption; 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 date fixed for redemption), 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 1978 Series shall at the time be payable; provided that if all of the Bonds of the 1978 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 1978 Series.**

As a sinking and improvement fund for the benefit of the Bonds of the 1978 Series, the Company covenants that it will, subject to the provisions hereinafter set forth in this Section, on or before March 31 in each year, beginning with the year 1951 and continuing to and including the year 1977, pay to the Trustee a sum equal to the lowest multiple of \$1,000 which exceeds (or is equal to) one and three-quarters per centum ( $1\frac{3}{4}\%$ ) of the greatest aggregate principal amount of the Bonds of the 1978 Series theretofore outstanding at any one time prior to February 15 next preceding such March 31, after deducting from said greatest aggregate principal amount the sum of the following (a) the aggregate principal amount of Bonds of the 1978 Series theretofore purchased or redeemed by the application of the proceeds of property released from the lien of the Indenture, sold, purchased or taken pursuant to the provisions of Article 6 of the Original Indenture, and (b) the aggregate principal amount of Bonds of the 1978 Series made the basis of the withdrawal of such proceeds pursuant to Article 7 of the Original Indenture.

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 1978 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 the 1978 Series shall remain outstanding, upon compliance with the provisions set forth below in this §1.04 the right to use for any purpose under the Indenture (i) 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  $10/6$ ths of a principal amount of Bonds issuable pursuant to said §3.04 and/or (ii) 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 (i) above and Bonds referred to in (ii) above shall thereupon become funded within the meaning of §1.01 (cc) (6) of the Original Indenture, so long as any Bonds of the 1978 Series remain outstanding, provided that when no Bonds of the 1978 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 Indenture, notwithstanding any other provision contained in the Indenture;

(c) redeeming Bonds of the 1978 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 Second Supplemental Indenture in anticipation of the current sinking fund payment; and

(d) redeeming Bonds of the 1978 Series, not theretofore funded, at any time at the Regular Redemption Price provided for in §1.03 of this Second Supplemental Indenture in anticipation of future sinking fund payments.

Bonds of the 1978 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 1978 Series redeemed as provided in (c) and (d) above, shall at the principal amount of such Bonds so used be treated as a credit on account of any such sinking fund payment.

The Company shall file with the Trustee on or before February 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) 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 1978 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 the 1978 Series are outstanding.

Forthwith after the February 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 of the 1978 Series, in the manner provided in Article 4 of the Original Indenture, a principal amount of Bonds of the 1978 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 Second Supplemental Indenture of the redemption for the sinking and improvement fund on the then next ensuing April 1, of the Bonds so selected. On or before the sinking fund payment date next preceding such April 1, the Company shall pay to the Trustee the cash payment required by this Section, plus the amount of all premiums, if any, and 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 1978 Series shall remain outstanding under the Indenture, the right to use for any purpose under the Indenture (i) 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 addi-

tional property certificate or certificates filed with the Trustee pursuant to §3.04 (B) of the Original Indenture, and/or (ii) 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 a 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) and/or (ii) 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 §3.04 (B) 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 credit certificate in §1.01 (dd) and in §3.04 (C) (b) of the Original Indenture.

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

The Company shall pay to the Trustee an amount equal to the interest and premium, if any, on the Bonds of the 1978 Series to be redeemed for this sinking and improvement fund as provided in this §1.04 and upon request of the Trustee from time to time, will also pay to the Trustee an amount equal to the cost of giving notice of redemption of such Bonds of the 1978 Series and any other expense of operation of such fund, the intention being that such fund shall not be charged for interest, premium and such expenses.

§1.05. The Company covenants that so long as any of the Bonds of the 1978 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 1978 Series remain outstanding.

§1.06. The coupon Bonds of the 1978 Series, the coupons appertaining thereto, the registered Bonds of said series, 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 1978 SERIES]

No MA

\$1000

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine

First Mortgage Bond,  $3\frac{1}{8}\%$  Series due 1978

Due April 1, 1978

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 April 1, 1978, and to pay interest thereon from April 1, 1948, at the rate of three and one-eighth per centum ( $3\frac{1}{8}\%$ ) per annum, on October 1, 1948 and thereafter semi-annually on the first day of April and on the first day of October 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 3 $\frac{1}{8}$ % Series due 1978 (herein sometimes referred to as the "Bonds of the 1978 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, and supplemented and modified by the Second Supplemental Indenture executed and delivered by the Company to the Trustees dated as of April 1, 1948, 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 1978 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) by operation of the sinking and improvement fund provided for in the Second Supplemental 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 used by the Company in the conduct of 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 April 1	Regular Redemption Price	Special Redemption Price	12 Months' Period Beginning April 1	Regular Redemption Price	Special Redemption Price
1948.....	104 $\frac{1}{4}$	101 $\frac{3}{8}$	1963.....	102 $\frac{1}{8}$	100 $\frac{7}{8}$
1949.....	104 $\frac{1}{8}$	101 $\frac{1}{4}$	1964.....	102	100 $\frac{3}{4}$
1950.....	104	101 $\frac{1}{4}$	1965.....	101 $\frac{7}{8}$	100 $\frac{3}{4}$
1951.....	103 $\frac{7}{8}$	101 $\frac{1}{4}$	1966.....	101 $\frac{5}{8}$	100 $\frac{3}{4}$
1952.....	103 $\frac{3}{4}$	101 $\frac{1}{4}$	1967.....	101 $\frac{1}{2}$	100 $\frac{5}{8}$
1953.....	103 $\frac{5}{8}$	101 $\frac{1}{4}$	1968.....	101 $\frac{3}{8}$	100 $\frac{5}{8}$
1954.....	103 $\frac{3}{8}$	101 $\frac{1}{8}$	1969.....	101 $\frac{1}{4}$	100 $\frac{5}{8}$
1955.....	103 $\frac{1}{4}$	101 $\frac{1}{8}$	1970.....	101 $\frac{1}{8}$	100 $\frac{1}{2}$
1956.....	103 $\frac{1}{8}$	101 $\frac{1}{8}$	1971.....	101	100 $\frac{1}{2}$
1957.....	103	101 $\frac{1}{3}$	1972.....	100 $\frac{3}{4}$	100 $\frac{3}{8}$
1958.....	102 $\frac{7}{8}$	101	1973.....	100 $\frac{5}{8}$	100 $\frac{3}{8}$
1959.....	102 $\frac{3}{4}$	101	1974.....	100 $\frac{1}{2}$	100 $\frac{1}{4}$
1960.....	102 $\frac{1}{2}$	101	1975.....	100 $\frac{3}{8}$	100 $\frac{1}{4}$
1961.....	102 $\frac{3}{8}$	100 $\frac{7}{8}$	1976.....	100 $\frac{1}{4}$	100 $\frac{1}{4}$
1962.....	102 $\frac{1}{4}$	100 $\frac{7}{8}$	1977.....	100	100

together in any case with interest accrued on said principal amount to the date fixed for redemption; 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 Second Supplemental 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) deprive any bearer or registered owner of the bonds of a lien on the mortgaged and pledged property, or (c) 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 special redemption price.

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 April, 1948.

SIERRA PACIFIC POWER COMPANY,

By.....

*Vice President.*

Attest:

*Secretary.*

[GENERAL FORM OF THE BONDS OF 1978 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, 3 $\frac{1}{8}$ % Series due 1978, No. , unless said bond shall have been duly called for previous redemption and payment duly provided therefor.

\* April 1 coupon will be for \$15.63

\* October 1 coupon will be for \$15.62

*Treasurer.*

[FORM OF REGISTERED BOND WITHOUT COUPONS OF 1978 SERIES]

No. RA

\$

# SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine

First Mortgage Bond, 3 $\frac{1}{8}$ % Series due 1978

Due April 1, 1978

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

or registered assigns, Dollars on April, 1, 1978, and to pay to the registered owner hereof interest thereon from April 1, 1948, or from the interest payment date next preceding the date of this bond, or from the date of this bond if it be an interest payment date, whichever date is the later, at the rate of three and one-eighth per centum (3 $\frac{1}{8}$ %) per annum, and thereafter semi-annually on the first day of April and on the first day of October in each year until payment of the principal hereof.

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 regis-

tered owner hereof, 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  $3\frac{1}{8}\%$  Series due 1978 (herein sometimes referred to as the "Bonds of the 1978 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, and supplemented and modified by the Second Supplemental Indenture executed and delivered by the Company to the Trustees dated as of April 1, 1948, 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 registered owner of this bond in regard thereto, the terms and conditions upon which said bonds 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 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 1978 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) by operation of the sinking and improvement fund provided for in the Second Supplemental 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 used by the Company in the conduct of 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 April 1	Regular Redemption Price	Special Redemption Price	12 Months' Period Beginning April 1	Regular Redemption Price	Special Redemption Price
1948.....	104 $\frac{1}{4}$	101 $\frac{3}{8}$	1963.....	102 $\frac{1}{8}$	100 $\frac{7}{8}$
1949.....	104 $\frac{1}{8}$	101 $\frac{1}{4}$	1964.....	102	100 $\frac{3}{4}$
1950.....	104	101 $\frac{1}{4}$	1965.....	101 $\frac{7}{8}$	100 $\frac{3}{4}$
1951.....	103 $\frac{7}{8}$	101 $\frac{1}{4}$	1966.....	101 $\frac{5}{8}$	100 $\frac{3}{4}$
1952.....	103 $\frac{3}{4}$	101 $\frac{1}{4}$	1967.....	101 $\frac{1}{2}$	100 $\frac{5}{8}$
1953.....	103 $\frac{5}{8}$	101 $\frac{1}{4}$	1968.....	101 $\frac{3}{8}$	100 $\frac{5}{8}$
1954.....	103 $\frac{3}{8}$	101 $\frac{1}{8}$	1969.....	101 $\frac{1}{4}$	100 $\frac{5}{8}$
1955.....	103 $\frac{1}{4}$	101 $\frac{1}{8}$	1970.....	101 $\frac{1}{8}$	100 $\frac{1}{2}$
1956.....	103 $\frac{1}{8}$	101 $\frac{1}{8}$	1971.....	101	100 $\frac{1}{2}$
1957.....	103	101 $\frac{1}{8}$	1972.....	100 $\frac{3}{4}$	100 $\frac{3}{8}$
1958.....	102 $\frac{7}{8}$	101	1973.....	100 $\frac{5}{8}$	100 $\frac{3}{8}$
1959.....	102 $\frac{3}{4}$	101	1974.....	100 $\frac{1}{2}$	100 $\frac{1}{4}$
1960.....	102 $\frac{1}{2}$	101	1975.....	100 $\frac{3}{8}$	100 $\frac{1}{4}$
1961.....	102 $\frac{3}{8}$	100 $\frac{7}{8}$	1976.....	100 $\frac{1}{4}$	100 $\frac{1}{4}$
1962.....	102 $\frac{1}{4}$	100 $\frac{7}{8}$	1977.....	100	100

together in any case with interest accrued on said principal amount to the date fixed for redemption; 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.

If this bond or any portion thereof (One Thousand Dollars, or any multiple thereof) is duly designated for redemption, payment therefor provided and notice of such redemption given or provided as specified in the Indenture, this bond or such portion thereof shall cease to be entitled to the lien of the Indenture from and after the date payment is so provided for and shall cease to bear interest from and after the date fixed for redemption.

In the event of the selection for redemption of a portion only of the principal of this bond, payment of the redemption price will be made only (a) upon presentation of this bond for notation hereon of such payment of the portion of the principal of this bond so called for redemption, or (b) upon surrender of this bond in exchange for a bond or bonds, in either registered or coupon form (but only of authorized denominations of the same series), for the unredeemed balance of the principal amount of this bond.

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 Second Supplemental 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) deprive any bearer or registered owner of the bonds of a lien on the mortgaged and pledged property, or (c) 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 is transferable by the registered owner hereof in person or by his duly authorized attorney, at the principal office of the Trustee, upon surrender of this bond for cancellation and upon payment, if the Company shall so require, of the charges provided for in the Indenture, and thereupon a new registered bond of the same series of like principal amount will be issued to the transferee in exchange therefor.

The registered owner of this bond at his option may surrender the same for cancellation at said office and receive in exchange therefor the same aggregate principal amount of registered bonds of the same series but of other authorized denominations, or coupon bonds of the same series of the denomination of One Thousand Dollars, 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 special redemption price.

It is part of the contract herein contained that each 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.

This bond shall not 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, all as of

SIERRA PACIFIC POWER COMPANY,

By.....

*Vice President.*

Attest:

*Secretary.*

[FORM OF AUTHENTICATION CERTIFICATE FOR ALL BONDS]

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.*

**ARTICLE 2.****Modifications of Certain Provisions of Original Indenture.**

§2.01. The definition of the term "credit certificate" appearing in §1.01(dd) of the Original Indenture is hereby modified

(a) by changing the period at the end of the first sentence of paragraph A thereof to a semi-colon and inserting after said semi-colon the following:

"plus the amount by which the aggregate of the accrued sinking and improvement fund obligations on Bonds of all series at the end of the last month for which retirements are so shown exceeds the aggregate retirements less credits for substitution for the period commencing on the earliest date from which any of the aforesaid accruals are computed and ending at the end of the last month for which said retirements are shown."; and

(b) by changing the word "retirements" in line 2 of paragraph C thereof to "amount".

§2.02. The second paragraph of §1.01(ee)(1) of the Original Indenture be and hereby is modified by inserting the words "and, subject to the provisions of §15.02 and §15.03," prior to the word "for" in the 15th line of said paragraph.

§2.03. Subdivision (B) of §3.05 of the Original Indenture be and hereby is modified by deleting the word "or" in the seventh line of said Subdivision immediately following the word "Company" and inserting in lieu thereof the word "and".

§2.04. §4.02 of the Original Indenture be and hereby is modified by adding the words "and §15.03," after the figure "§15.02" in the first line of the second paragraph of said §4.02.

§2.05. The Original Indenture is hereby modified by adding the following paragraphs after the end of the first paragraph of said §5.12:

"The Company covenants that whenever the holders of at least 25% in principal amount of Bonds outstanding hereunder shall so

request in a written notice, served upon the Trustee and the Company, but in no event more frequently than at two year intervals, and whether or not requested by the Bondholders as aforesaid, at least once in every five years, the Company shall appoint an independent engineer satisfactory to the Trustee to make an inspection of the public utility property of the Company.

"The Company shall cause such independent engineer, within a reasonable time after the date of his appointment, to report to the Company and to the Trustee whether or not the public utility property of the Company, as an operating system or systems, has been maintained in good repair, working order and condition, and as to whether or not any such public utility property that is no longer used or useful in the Company's business has been duly recorded as retired on the books of the Company. If such independent engineer shall report that the public utility property of the Company, as an operating system or systems, has not been so maintained, he shall state clearly in his report the character and extent and estimated cost of making good such deficiency, and, if longer than one year, the time reasonably necessary to make good such deficiency, and if he shall report that there is public utility property no longer used or useful which has not been recorded as retired on the books of the Company, he shall briefly describe such property and state the aggregate retirement which should be stated on the books of the Company with respect to such property. Said report shall be placed on file by the Trustee and shall be open to inspection by any Bondholder at any reasonable time.

"If the Company, within 30 days after the filing of the report of such independent engineer, shall object to and disapprove in writing any of the statements in such report, the matters objected to and disapproved in writing shall be forthwith referred to three arbitrators selected in the following manner: the Trustee, within ten days after the expiration of said period of 30 days, shall name one arbitrator and give notice of such selection to the Company. Within ten days after receipt of such notice, the Company shall name one arbitrator and give notice of such selection to the Trustee, and failure so to do shall entitle the Trustee to name an arbitrator to represent the Company. The two thus selected shall,

within ten days after the appointment of the arbitrator representing the Company, select a third arbitrator, but if said arbitrators are unable, within said ten days, to agree upon such third arbitrator, then, upon the election of either the Company or the Trustee, the person who is the senior Judge of the District Court of the United States for the District of Nevada, shall have the power to appoint such third arbitrator, upon application to said Judge by either party on five days' notice thereof to the other party. Each of the three arbitrators so selected shall be an independent engineer. The written decision of a majority of such arbitrators shall be filed as soon as practicable with the Trustee and a copy thereof delivered to the Company, and shall be binding upon the Trustees, the Company and the Bondholders.

"Pending the final determination pursuant to the foregoing provisions of this Section as to whether or not the Company has maintained its public utility property as an operating system or systems, in good repair, working order and condition, and as to whether or not public utility property which is no longer used or useful has been recorded as retired on the books of the Company, no statement contained in any report of any independent engineer filed with the Trustee as hereinbefore in this Section provided, shall be deemed to be in any way evidence or proof of a failure to comply with the Section.

"The Company shall, with all reasonable speed, do such maintenance work as may be necessary to make good any such maintenance deficiency as shall have been determined to exist as hereinabove provided at the time of the report of such independent engineer or at the time of such decision of arbitrators, as the case may be, whereupon such independent engineer or such arbitrators, as the case may be, shall report in writing to the Trustee whether such deficiency has been made good; provided, however, that in case of the refusal or inability of such independent engineer or such arbitrators to act within such period as the Trustee shall deem reasonable, the Trustee may in its discretion accept a certificate of the Company that such deficiency has been made good in lieu of such report or may appoint another independent engineer to make a report whether such deficiency has been made good.

"The Company shall, if the report of such independent engineer or such decision of arbitrators, as the case may be, shall state that there has not been recorded as retired on the books of the Company public utility property which is no longer used or useful, forthwith make appropriate entries on its books recording the retirement of such property and shall deliver to the Trustee a certificate of the Company stating that such entries have been made.

"Unless the Trustee shall be so advised in writing by such independent engineer or arbitrators or by a certificate of the Company accepted by the Trustee, as the case may be, within one year from the date of any report of an independent engineer or any decision of arbitrators, as the case may be, determining a maintenance deficiency to exist, or such longer period as may be reported by such independent engineer or arbitrators, as the case may be, to be reasonably necessary for the purpose, that such deficiency has been made good, the Company shall be deemed to have defaulted in the due performance of the covenants of this Section, so far as concerns the maintenance of the public utility property; and in any proceedings consequent upon such default, said report or reports of such independent engineer or said decision or decisions of such arbitrators, as the case may be, shall be conclusive evidence against the Company of the existence of the facts and conditions therein set forth, and the Trustees shall be fully protected in relying thereon.

✓ "All expenses incurred pursuant to this Section shall be borne by the Company.

"In the event that any regulatory authority having jurisdiction over the Company shall determine that the expenditures required by this Section for repairs, replacements, additions, betterments and improvements are excessive, or shall, by order or regulation, prohibit, in whole or in part, any such expenditures then, upon filing with the Trustee a certified copy of such order or a copy of such regulation, as the case may be, the Company shall, so long as such order or such regulation remains in effect, be relieved from compliance with the covenants contained in this Section, to the extent that such expenditures shall have been held excessive or shall be prohibited."

§2.06. §6.08 of the Original Indenture be and hereby is modified by inserting the words “, subject to the provisions of §15.02 and §15.03,” after the word “Trustees” in the first line of said §6.08.

§2.07. Subdivision (III) of §7.02 of the Original Indenture be and hereby is modified by deleting the period after the figure “§15.02” at the end of the second full paragraph of said Subdivision (III) and inserting in lieu thereof the words “and §15.03.”

§2.08. §9.04 of the Original Indenture be and hereby is modified by deleting the word “April” in the second line of said Section immediately following the words “on or before” and inserting in lieu thereof the word “March”.

§2.09. §10.03 of the Original Indenture be and hereby is modified by inserting the words “, subject to the provisions of §15.02 and §15.03,” after the word “shall” in the second from the last line in paragraph (4) of said §10.03.

§2.10. §10.14 of the Original Indenture be and hereby is modified

(a) by inserting the words “or any other obligor on the Bonds” after the words “to recover judgment against the Company” in the 16th line in the first paragraph of said §10.14; and

(b) by deleting the words “allowed in equity receivership, insolvency, liquidation, bankruptcy or other proceedings to which the Company shall be a party.” in lines 16, 17 and 18 of the second paragraph of said §10.14 and inserting in lieu thereof “or any other obligor on the Bonds allowed in equity receivership, insolvency, liquidation, bankruptcy or other proceedings related to the Company or any other obligor on the Bonds, its creditors or its property.”.

§2.11. §10.21 of the Original Indenture be and hereby is modified by deleting the comma after the figure “§15.02” in the 22nd line of said §10.21 and inserting in lieu thereof “and §15.03,”.

§2.12. §15.05 of the Original Indenture be and hereby is modified by deleting the word “The” at the beginning of the said §15.05 and

inserting in lieu thereof the words "Subject to the provisions of §15.02 and §15.03, the".

§2.13. §15.14 of the Original Indenture be and hereby is modified

(a) by deleting the words "subsection (c)" in line 4 of subsection (a) of said §15.14 and inserting in lieu thereof the words "subsection (d)";

(b) by deleting the letter "(A)" at the beginning of line 5 of subsection (a) of said §15.14; and

(c) by deleting the words "subsection (c)." at the end of paragraph (9) of subsection (d) of said §15.14 and inserting in lieu thereof the words "subsection (d).".

§2.14. §15.15 of the Original Indenture be and hereby is modified

(a) by inserting the words "or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law" after the word "receivership" in the 6th line of paragraph (A) of subsection (a) of said §15.15; and

(b) by deleting the words "or in proceedings for reorganization pursuant to the Bankruptcy Act or applicable State law" in lines 3, 4 and 5 of paragraph (B) of subsection (a) of said §15.15.

§2.15. §16.01 of the Original Indenture be and hereby is modified by deleting the words "that no such modification shall be made if the same would be in conflict with the provisions of the Trust Indenture Act of 1939, as at the time in effect;" in lines 14, 15 and 16 of paragraph (f) of said §16.01 and inserting in lieu thereof the words "that any such modification shall conform with the provisions of the Trust Indenture Act of 1939 as at the time in effect;".

§2.16. Article 16 of the Original Indenture be and hereby is modified by inserting a new §16.10 therein, reading as follows:

"§16.10. The Company may at any time deposit in lieu of any cash required to be deposited by it hereunder, or may withdraw any cash held by the Trustee upon depositing hereunder in lieu of such cash, or the Trustee may, upon the written request of the Company, apply any deposited cash to the purchase of, direct and

unconditional obligations of the United States of America (hereinafter called "deposited obligations"), of a principal amount and with a market value at the time of the deposit thereof, at least equal to the amount of such cash; provided, however, that the Company shall not be entitled to make any such deposit in lieu of cash, or request any such application of deposited cash, at any time after the tenth day prior to any interest payment date, redemption date or maturity date of any Bonds, or any date upon which such cash is due to be paid to the holders of Bonds or coupons or is to be applied by the Trustee under any of the provisions hereof and, provided further, that the Company forthwith, upon the written request of the Trustee, shall pay over to the Trustee any amounts paid by the Trustee as a commission for purchasing such deposited obligations. Any deposited obligations shall be in bearer form and shall have attached thereto all unmatured interest coupons, and shall be held by the Trustee in all respects as would be held the cash for which such deposited obligations are so substituted. Any deposited obligations shall be sold by the Trustee upon written order of the Company at such prices as shall be fixed by the Company and approved by the Trustee, provided, however, that the Trustee, without any such order, shall be entitled, in its sole discretion and at such prices as may be determined by it, to sell at public or private sale any deposited obligations so held by it at any time within ten days prior to any interest payment date, redemption date or maturity date of any Bonds upon which the cash in lieu of which such deposited obligations are held is payable, or prior to any date upon which such cash is to be applied by the Trustee under any of the provisions hereof. If the net proceeds from any such sale shall be less than the amount of cash for which the deposited obligations sold were substituted, or if the market value of any deposited obligations hereunder shall, in the judgment of the Trustee, at any time be less than the amount of cash in lieu of or for which they were substituted, in either event the Company shall, and hereby covenants that it will, forthwith deposit hereunder with the Trustee cash sufficient to make up the deficiency. If the net proceeds from any such sale shall be greater than the amount of cash for which the deposited obligations sold were substituted, any such excess of any such

proceeds shall, unless a default shall exist, be paid over forthwith by the Trustee to the Company. Cash deposited by the Company to make up the deficiency in the market value of any deposited obligations may at any time thereafter be withdrawn by the Company if at the time of withdrawal the market value of such deposited obligations shall, in the judgment of the Trustee, be not less than the amount of cash in lieu of which they were deposited, or which was applied to their purchase. The Trustee shall collect from time to time all interest upon the deposited obligations as such interest matures and, unless a default shall exist, shall pay the same to the Company as and when received. Subject to the foregoing, the net proceeds of the sale of deposited obligations (including cash deposited to make up any deficiency as aforesaid) shall be paid out or applied by the Trustee in like manner and for like purposes as is provided in this Indenture in respect of the cash for which such deposited obligations were substituted. The deposited obligations while held by the Trustee, and the net proceeds of the sale thereof (including cash deposited to make up any deficiency as aforesaid) until so paid out or applied, shall constitute part of the trust estate."

§2.17. §16.10, §16.11, §16.12 and §16.13 of the Original Indenture be and hereby are modified by changing such Section numbers to §16.11, §16.12, §16.13 and §16.14, respectively.

### **ARTICLE 3.**

#### **Principal Amount of Bonds Presently to be Outstanding.**

§3.01. 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 Indenture, will be Seven Million Four Hundred Seventy-five Thousand Dollars (\$7,475,000), 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, Nine Hundred Seventy-five Thousand Dollars (\$975,000) principal amount of First Mortgage Bonds,  $2\frac{7}{8}\%$  Series due 1977, now issued and outstanding and Three Million

Five Hundred Thousand Dollars (\$3,500,000) principal amount of First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1978, established by resolution of the Board of Directors and to be issued upon compliance by the Company with the provisions of §3.03, §3.04 and §3.06 of the Original Indenture.

#### **ARTICLE 4.**

##### **Miscellaneous.**

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

§4.02. 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, as supplemented and modified by the First Supplemental Indenture, in respect of the rights, privileges, immunities, powers and duties of the Trustees shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

§4.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference April 1, 1948, the actual date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgments hereto annexed.

§4.04. 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.

§4.05. 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 Second 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 The New England Trust Company in token of its acceptance of the trust hereby created has caused this Second 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

*W. M. Jones*

Vice President.

Attest:

*George E. Kehue*  
Secretary.

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

*Catherine Brennan*  
*Peggy Healy*

THE NEW ENGLAND TRUST COMPANY,

By

*Walter H. Hurd*

Vice President.

Attest:

*Carl B. Jones*  
Assistant Secretary.

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

*Frederick H. Maynard*  
*Stephen H. Dimmock*

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

*Frederick H. Maynard*  
*Stephen H. Dimmock*

*Fletcher C. Chamberlin*  
FLETCHER C. CHAMBERLIN

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

On this 23rd day of June, 1948, before me appeared W. C. MACINNES 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 W. C. MACINNES and GEORGE E. KEHOE acknowledged the said instrument to be the free act and deed of said Corporation.

*William D. Harrington*  
WILLIAM D. HARRINGTON  
Notary Public in the State of New York  
Residing in Westchester County  
Cert. filed in N. Y. Co. Clk's No. 787, Reg. No. 573-H-9  
Commission expires March 30, 1949

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

On this 24th day of June, 1948, before me appeared MYLES STANDISH, JR. 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, JR. and CARL B. JONES acknowledged said instrument to be the free act and deed of said trust company.

*George E. Humphrey*  
Notary Public.

My commission expires November 26, 1954.

42.

*Stand*

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

On this 24th day of June, 1948, 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 November 26, 1954.

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

On this 24th day of June A. D., 1948, personally appeared before me a Notary Public in and for the County of Suffolk, MYLES STANDISH, JR., 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 November 26, 1954.

43

STATE OF NEW YORK, }  
 COUNTY OF NEW YORK, } ss.:

On this 23rd day of June A. D., 1948, personally appeared before me, a Notary Public in and for the County of New York, 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.

*William D. Harrington*  
 WILLIAM D. HARRINGTON  
 Notary Public in the State of New York  
 Residing in Westchester County  
 Cert. filed in N. Y. Co. Clk's No. 787, Reg. No. 573-H-0  
 Commission expires March 30, 1949

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

On this 24th day of June A. D., 1948, 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.

*Fletcher C. Chamberlin*  
 Notary Public.

My commission expires November 26, 1954.

State of New York  
County of New York, } ss.:

No. **35266**

I, **ARCHIBALD R. WATSON**, County Clerk and Clerk of the Supreme Court, New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

**WILLIAM D. HARRINGTON**

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York, duly commissioned and sworn and qualified to act as such throughout the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be read in evidence or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of such Notary Public, or have compared the signature on the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal

this **25<sup>th</sup>** day of **June**, 194**8**

FEE PAID 25¢

*Archibald R. Watson*  
County Clerk and Clerk of the Supreme Court, New York County

44

STATE OF NEW YORK, }  
COUNTY OF NEW YORK, } ss.:

W. C. MACINNES and GEORGE E. KEHOE, being duly sworn, each for himself, deposes and says: That said W. C. MACINNES 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.

*W. C. MacInnes*  
*George E. Kehoe*  
Subscribed and sworn to before me this 25th day of June, 1948.

*William D. Harrington*  
WILLIAM D. HARRINGTON  
Notary Public in the State of New York  
Residing in Westchester County  
Cert. filed in N. Y. Co. Clk's No. 787, Reg. No. 573-H-9  
Commission expires March 30, 1949

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

MYLES STANDISH, JR. and CARL B. JONES being duly sworn, each for himself, deposes and says: That said MYLES STANDISH, JR. 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.

*Myles Standish, Jr.*  
*Carl B. Jones*  
Subscribed and sworn to before me this 24th day of June, 1948.

*James D. Humphrey*  
Notary Public.

My commission expires November 26, 1954.

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 instrument, 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 24th day of June, 1948.

  
Notary Public.

My commission expires November 26, 1954.

# Commonwealth of Massachusetts

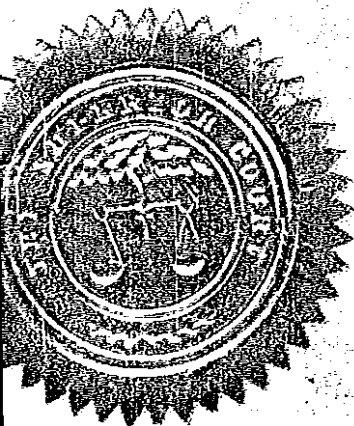
SUFFOLK, SS.

CLERK'S OFFICE OF SUPERIOR COURT

I, THOMAS DORGAN, of Boston, in said County, duly elected, qualified and sworn as Clerk of the Superior Court, for and within said County and Commonwealth, dwelling in Boston in said County, said Court being a Court of record with a seal which is hereto affixed, the records and seal of which Court I have the custody, do herein and hereby in the performance of my duty as said Clerk, certify and attest that..... *James V. Humphrey*

before whom the annexed affidavit, proof or acknowledgment was taken and subscribed, is a *Notary Public* for, within, and including the whole of said Commonwealth, doing business in said County, duly appointed, commissioned, qualified, sworn and authorized by the laws of said Commonwealth to act as such; and also duly authorized by the laws of said Commonwealth to take affidavits and take and certify proofs of acknowledgment of deeds of conveyances for lands, tenements, hereditaments, lying and being in said Commonwealth; in any part thereof and to be recorded therein, wherever situated and however bounded; that he was at the time of taking the affidavit, proof or acknowledgment, hereto annexed, such *Notary Public* that due faith and credit are and ought to be given to his official acts; that I am well acquainted with his signature and handwriting, and I verily believe that the signature to the said affidavit, proof or acknowledgment is genuine, and, further, that the annexed instrument is executed and acknowledged according to the laws of said Commonwealth.

Witness my hand and the seal of said Court at Boston, in said County and Commonwealth, this *24th* day of *June* A. D. 194*5*



File # 9054

165026

Filed for Record at the Request of  
SIERRA PACIFIC POWER COMPANY

JUL 1 1948

at 55 Minutes past 1 o'clock P.M.

Recorded in Volume 25

Page 74 at seq., Records of

Washoe County, Nevada.

Wells B. Boyd

County Recorder

By \_\_\_\_\_ Deputy

Fee for Recording \$ 3.00

Cepled C.W. - E.J.B.

Indexed

Verified

44. BB

44. BB

44. BB

Index also as Chapter

Filed at the request of  
SIERRA PACIFIC POWER COMPANY

JUL 1 1948

at 55 min. past 1 o'clock P.M.

Records of Washoe County, Nev.

Wells B. Boyd

County Recorder

By \_\_\_\_\_ Deputy

Fee \$ 2.00

File No. 39232

RECORDED AT THE REQUEST OF

Sierra Pacific Power Co.

NOVEMBER 20 A.D. 1963

At 32 minutes past 11 A.M.

In Liber 1 of OFFICIAL Records

Page 279-32 Records of

FOREKA COUNTY, NEVADA

Wells B. Boyd

Recorder

By \_\_\_\_\_ Deputy

Fee \$ 47.95