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

Fourth Supplemental Indenture

Dated as of November 1, 1954

Supplementing the Indenture of Mortgage

Dated as of December 1, 1940

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

THIS FOURTH SUPPLEMENTAL INDENTURE dated for convenience as of the first day of November, 1954 by and between SIERRA PACIFIC POWER COMPANY (formerly known as THE TRUOKEE RIVER GENERAL ELECTRIC COMPANY and also as TRUOKEE 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 and a Second Supplemental Indenture dated as of April 1, 1948, supplementing and modifying the Original Indenture and a Third Supplemental Indenture dated as of October 1, 1952 supplementing the Original Indenture, pursuant to each of which the Company provided for the creation of new series of First Mortgage Bonds; and

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WHEREAS, pursuant to the Original Indenture, as so supplemented and modified, there have been executed, authenticated and delivered and there are now outstanding First Mortgage Bonds of series and in principal amounts as follows:

<u>Title</u>	<u>Issued</u>	<u>Outstanding</u>
Series A Bonds 3¼%, due December 1, 1970	\$3,000,000	\$3,000,000
2⅞% Bonds of 1977		
Series	975,000	975,000
3⅛% Bonds of 1978		
Series	3,500,000	3,500,000
3¾% Bonds of 1982		
Series	1,500,000	1,500,000

WHEREAS, the Board of Directors of the Company has established under said Original Indenture, as supplemented and modified, a new series of Bonds to be designated First Mortgage Bonds, 3⅞% Series due 1984, to be dated as of November 1, 1954 and to be due November 1, 1984 (hereinafter sometimes referred to as "Bonds of the 1984 Series") and has authorized the initial issue of Bonds of the 1984 Series in the principal amount of Four Million Dollars (\$4,000,000) pursuant to the provisions of Article 3 of the Original Indenture for the purposes of refunding the outstanding 3¾% Bonds of the 1982 Series and obtaining 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, and (c) 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, cor-

recting or supplementing any defective or inconsistent provision contained therein; and

WHEREAS, the Company desires to execute this Fourth Supplemental Indenture and hereby requests the Trustees to join in this Fourth Supplemental Indenture for the purpose of describing the terms of the Bonds of the 1984 Series, and subjecting to the lien of the Original Indenture, as supplemented and modified, or perfecting the lien thereof upon, the additional properties acquired by the Company since the execution and delivery of the Third Supplemental Indenture (the Original Indenture, as supplemented and modified by the First Supplemental Indenture and by the Second Supplemental Indenture and as supplemented by the Third Supplemental Indenture and this Fourth Supplemental Indenture being herein sometimes called the "Indenture"); and

WHEREAS, all conditions necessary to authorize the execution, delivery and recording of this Fourth Supplemental Indenture and to make this Fourth 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, 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 con-

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firm, all of the property hereinafter described, (except the property described in Part IV hereof), which has been acquired by the Company since the execution and delivery by it of the Third 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:

Washoe County, Nevada

(1) The following described property situate in Reno, Washoe County, Nevada, which Roy Abrams and Lillian S. Abrams, his wife, Coleman Crug and Rose Crug, his wife, George Krug and Wilma Krug, his wife, conveyed to Sierra Pacific Power Company by deed dated December 12, 1952 recorded in Book 316 of Deeds, Page 205, Official Records of Washoe County, Nevada:

Lot 9 and the North 30 feet of Lot 10 in Block A of the Original Town, now City of Reno, according to the official map thereof, filed in the office of the County Recorder of Washoe County, Nevada, on June 27, 1871.

(2) The following described property situate in Reno, Washoe County, Nevada, which Mabel Sealy, formerly Mabel Hoppe, a married woman, conveyed to Sierra Pacific Power Company, by deed dated November 19, 1952 recorded in Book 316 of Deeds, Page 50, Official Records of Washoe County, Nevada. Excepting therefrom that portion sold to Lynn B. Gerow and Nell B. Gerow, his wife, containing approximately 153 square feet:

Commencing at the intersection of the South line of Pickard Place and the West line of Granite Street, now S. Sierra Street, Reno,

Washoe County, Nevada; thence westerly along the South boundary of Pickard Place, a distance of 49 feet to the true point of beginning; thence westerly along the south line of Pickard Place, a distance of 31 feet; thence at a right angle southerly and parallel to the West boundary line of S. Sierra Street, a distance of 27 feet; thence at a right angle westerly and parallel to the South boundary line of Pickard Place, a distance of 11 feet; thence in a Southwesterly direction to a point on the North lot line of Lot 13 in Block 9 of Lake's Addition to the Town, now City of Reno, according to the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on September 29, 1887, said point being 30 feet easterly from the northwest corner of said Lot 13; thence in a westerly direction along the North line of said Lot 13, a distance of 30 feet to the Northwest corner of said Lot 13; thence southerly along the East line of an alley and parallel to the West boundary line of S. Sierra Street, a distance of 56.5 feet; thence at a right angle easterly and parallel to the North lot line of Lot 14 in Block 9 of said Lake's Addition, a distance of 18 feet; thence at a right angle northerly and parallel with the west line of S. Sierra Street, a distance of 2.5 feet; thence at a right angle easterly and parallel with the North line of said Lot 14, a distance of 9 feet; thence at a right angle northerly and parallel to the West line of South Sierra Street, a distance of 4 feet; thence at a right angle easterly and parallel to the South line of Pickard Place, a distance of 64 feet; thence at a right angle northerly and parallel to the West line of S. Sierra Street a distance of 100 feet to the true point of beginning.

Said parcel of land being a portion of Lots 12, 13, and 14 in Block 9 of Lake's Addition, according to the official map above mentioned.

Excepting therefrom that portion described as follows:

Beginning at the northwesterly corner of said Lot 14, and running Thence, easterly along the northerly line of said Lot 14 27 feet; Thence, at right angles southerly 4 feet parallel to the westerly line of Sierra Street;

Thence, at right angles westerly 9 feet parallel to the northerly line of said Lot 14;

Thence, at right angles southerly 2.5 feet parallel to the west line of Sierra Street;

Thence, at right angles westerly 18 feet parallel to the north line of said Lot 14;

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Thence, at right angles northerly 6.5 feet, parallel to the west line of Sierra Street to the true point of beginning.

Containing approximately 153 square feet.

(3) The following described property situate in Sparks, Washoe County, Nevada, which Ray A. Peterson and Nannie Peterson, his wife, and R. J. McCaslin and Oressa T. McCaslin, his wife, conveyed to Sierra Pacific Power Company by deed dated January 10, 1953 recorded in Book 316 of Deeds, Page 90, Official Records of Washoe County, Nevada:

All of Block "C" and all of Block "F" of the Town, now City of Sparks, Washoe County, Nevada, formerly known as New Wadsworth and Harriman, according to the official map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 23, 1904.

Also commencing at a point on the quarter section line located in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 8, T.19N R.20E. MDB&M, 87 feet north of the south boundary line of Reno Avenue, where the Southern Pacific fence corner abuts on the south line of A Street; thence south along said Southern Pacific Company fence and on said section line, a distance of 87 feet to the true point of beginning; thence westerly across South 15th Street a distance of 28 feet to the south boundary line of Reno Avenue and the west roadway line of South 15th Street; thence South, along the west roadway line of South 15th Street to Wadsworth Avenue; thence Easterly, a distance of 28 feet to the Southern Pacific Company fence on the aforesaid quarter section line; thence northerly along said fence to the point of beginning; which property is the westerly 28 feet of South 15th Street between Reno Avenue and Wadsworth Avenue;

Also, all of Wadsworth Avenue from the said Southern Pacific Company fence westerly to 16th Street, which Avenue has a width of 50 feet.

Also, all of the 20 foot alley lying between Blocks C and F, and extending from Reno Avenue to Wadsworth Avenue; all as delineated upon the official map or plat of the Town of Sparks, (formerly New Wadsworth and Harriman) recorded in the office of the County Recorder of Washoe County, Nevada; and comprising approximately 0.73 acres of land, more or less.

The above property is the major portion of the streets and alleys duly and regularly vacated by an Order of the City Council of

the City of Sparks on January 22, 1945; which Order is recorded in Volume R of Liens and Miscellaneous, page 263, et seq, official records of the County Recorder of Washoe County, Nevada, as set forth in the deed of record in Book 167 of Deeds, page 342, Washoe County records; executed by the City of Sparks to S. Peterson of the City of Sparks, Washoe County, Nevada.

(4) The following described property situate in Reno, Washoe County, Nevada, which Lucille K. Russell, executrix of the estate of Leon Phillips, also known as Leon Phillipe, deceased, conveyed to Sierra Pacific Power Company by deed dated December 15, 1952 recorded in Book 313 of Deeds, page 163, Official Records of Washoe County, Nevada:

Beginning at the intersection of the North line of North Street with the East line of High Street projected Northerly, 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; thence, Easterly along the North line of North Street 50 feet; thence Northerly 140 feet more or less, to the North line of the land heretofore conveyed by deed dated March 29, 1902, from Thos. E. Haydon to John Eyraud and Lizzie Eyraud, his wife, and recorded in Book 22, page 504, of Deeds; thence, Southwesterly to the East line of High Street projected Northerly a distance of 50 feet more or less; thence Southerly along the East line of High Street projected Northerly to point of beginning.

(5) The following described property, situate in Washoe County, Nevada, which Clarence S. Hamlin and Alma Hamlin, his wife, conveyed to Sierra Pacific Power Company by deed dated April 21, 1953, recorded in Book 321 of Deeds, page 197, Official Records of Washoe County, Nevada:

All that certain real property conveyed to Clarence S. Hamlin and Alma Hamlin, his wife, by George L. Ferris and wife, being as described in Book 180 of Deeds, file #139614, Official Records of Washoe County, Nevada, said real property situate in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, T.19N. R.19E. MDB&M, and being more particularly described as follows:

Beginning at a point on the North line of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15, T.19N. R.19E. MDB&M, whence the Northeast corner of said SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 15 bears North 88° 31' E. 447.07 feet

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Thence, North $41^{\circ} 40'$ East 57.88 feet

Thence, North 307.82 feet to the Southerly side line of South Verdi Road

Thence, South $74^{\circ} 46'$ W. 25.91 feet along said side line

Thence, South 291.5 feet

Thence, South $41^{\circ} 40'$ West, 71.8 feet to the North line of said $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 15

Thence, North $88^{\circ} 31'$ East 34.27 feet to the place of beginning.

Containing 0.21 acres, more or less, in the $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 15.

(6) The following described property situate in Washoe County, Nevada, which J. R. Tarner, also known as John R. Tarner, and Ada W. Tarner, his wife, also known as Ada M. Tarner, conveyed to Sierra Pacific Power Company by deed dated November 12, 1953 recorded in Book 367 of Deeds, page 335, Official Records of Washoe County, Nevada:

A portion of Lot No. 1 of the $NE\frac{1}{4}$ of Section 5, T.19N. R.20E. MDB&M, being more particularly described as follows:

Commencing at a point on the Northerly line of aforesaid Lot No. 1 of the $NE\frac{1}{4}$, said point being the intersection of the center line of Tenth Street and the southerly property line of Northmore Park Subdivision, as filed July 20, 1950, in the Official Records of Washoe County, Nevada, and running

Thence, S. $5^{\circ} 43' 33''$ W. 305.0 feet to the true point of beginning

Thence, West 300.00 feet

Thence, South 145.50 feet

Thence, East 285.41 feet

Thence, N. $5^{\circ} 43' 33''$ E. 146.23 feet to the true point of beginning, containing 1 acre, more or less.

(7) The following described property situate in Verdi, Washoe County, Nevada, which Lester E. Nicholas and Rose Nicholas, his wife, conveyed to Sierra Pacific Power Company by quitclaim deed dated November 24, 1953 recorded in Book 335 of Deeds, page 465, Official Records of Washoe County, Nevada:

Commencing at a point on the section line between Sections 8 and 17, T.19N. R.18E. MDB&M, whence the Northwest corner of Sec-

tion 17, bears North 89° 57' West 655.91 feet and whence the 3 inch pipe in the Durham fence on the West side of the County Road bears North 89° 57' West 76.1 feet, and whence a Stone and Webster 4 inch iron pipe with cap bears South 89° 57' East 16.00 feet; thence North 30° 06' West 194.13 feet to the true point of beginning; the "first line" hereinafter referred to running from said true point of beginning for an indefinite extension in a straight line North 30° 06' West and the "second line" hereinafter referred to running from said true point of beginning for an indefinite extension in a straight line North 60° 00' East; the lands intended to be conveyed and quitclaimed hereby lying east of said "first line" and north of said "second line".

Situate in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 8, T.19N. R.18E. MDB&M.

(8) The following described property situate in Reno, Washoe County, Nevada, which Virginia Viires, formerly Virginia Warmouth, a married woman, conveyed to Sierra Pacific Power Company by deed dated January 7, 1954 recorded in Book 340 of Deeds, Page 339, Official Records of Washoe County, Nevada:

Commencing at the quarter section corner on the East side of Section 24, T.19N. R.19E. MDB&M; thence South 0° 35' West 1264.0 feet along the East line of said Section 24; thence South 89° 21' West 12.32 feet to the place of beginning; thence South 89° 21' West 157.1 feet and along the County Road right of way fence; thence North 0° 10' West 435.6 feet; thence North 89° 21' East 156.1 feet; thence South 0° 18' East 435.6 feet to the place of beginning. Being lots 12 and 13 in Block J of Hillbrae Addition, as shown on License Survey #156641.

Subject to the portion conveyed to the State of Nevada for Highway purposes, by deed of record in Book 242, page 431, file #177978, Deed Records.

(9) The following described property situate in Washoe County, Nevada, which John A. Davies and Ida Gemmill Davies, his wife, conveyed to Sierra Pacific Power Company by deed dated February 26, 1954, recorded in Book 343 of Deeds, Page 328, Official Records of Washoe County, Nevada:

A parcel of land situate in the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 9, T.19N. R.18E. MDB&M, located along the northerly shore of the Truckee River adjacent to and easterly from Grantee's diversion

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structure known as Washoe Dam, said parcel being further described as follows:

Commencing at the Northwestern corner of the property of the Grantors, said point being at the intersection of the Grantors' westerly fence line with the southerly right of way line of the Nevada State Highway, from which point a concrete monument of the Nevada State Highway, designated "O 280+81.84 P.C." bears easterly along the southerly right of way line of said highway a distance of 135.6 feet and running

Thence, S. 31° 55' E. 215.5 feet along said westerly fence to an angle point

Thence, S. 14° 54' E. 391.9 feet along said westerly fence to an angle point

Thence, S. 43° 24' W. 232.5 feet

Thence, N. 62° 57' E. 15.0 feet

Thence, S. 27° 03' E. 88.0 feet

Thence, S. 57° 07' E. 287.5 feet to the true point of beginning

Thence, S. 87° 52' E. 70.19 feet

Thence, N. 76° 11' E. 120.0 feet

Thence, N. 40° 11' E. 72.0 feet to a point on the bank of the Truckee River;

Thence, westerly along the river bank 235.0 feet more or less, to a point; said point being the intersection of the northeasterly line of the Grantee's property and the river bank as described by deed recorded in Volume 279 of Deeds, page 203, file #195559, dated February 6, 1951, Records of Washoe County, Nevada,

Thence, N. 57° 07' W. 72.0 feet more or less, to the true point of beginning.

(10) The following described property situate in Washoe County, Nevada, which Jules S. P. Podesta and Mary Louise Podesta, R.S., conveyed to Sierra Pacific Power Company by deed dated February 15, 1954 recorded in Book 355 of Deeds, File #231182, Official Records of Washoe County, Nevada:

A portion of the SE¼ of the NW¼ of Section 3, T.19N. R.19E. MDB&M, being more particularly described as follows:

Commencing at the North quarter corner of said Section 3, and running

Thence, S. 0° 00' 30" E. 2115.88 feet

Thence, S. 40° 56' W. 347.28 feet

Thence, S. 50° 31' E. 37.48 feet to a point in a fence line, said point being the true point of beginning, and running

Thence, along said fence line S. 15° 52' W. 39.31 feet

Thence, N. 50° 03' E. 36.64 feet

Thence, N. 50° 31' W. 22.48 feet to the true point of beginning
Containing in all 0.009 acres more or less.

(11) The following described property situated in Washoe County, Nevada, which the City of Reno, a Municipal Corporation, conveyed to Sierra Pacific Power Company by deed dated March 24, 1954 recorded in Book 348 of Deeds, page 305, Official Records of Washoe County, Nevada:

Portions of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, T.20N. R.19E. MDB&M, described as follows:

Parcel No. 1

Commencing at the Southwest corner of said Section 36;

Thence, N. 0° 10' 50" E. 1329.35 feet

Thence, N. 89° 32' 40" E. 653.98 feet to the Southwest corner of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 36

Thence, N. 0° 10' 50" E. 85.80 feet more or less to a point on the northerly right of way line of the Western Pacific Railroad, said point being the true point of beginning, running

Thence, N. 0° 10' 50" E. 1243.50 feet more or less, to the East-West quarter section line of said Section 36;

Thence, East 300.00 feet along the said quarter section line of said Section 36

Thence, S. 0° 10' 50" W. 1077.00 feet more or less, to a point on the northerly right of way line of the Western Pacific Railroad

Thence, S. 55° 46' W. 361 feet more or less along the northerly right of way line of the Western Pacific Railroad to the true point of beginning.

The above parcel being the west 300 feet of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 36, situate northerly of the Western Pacific Railroad.

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Parcel No. 2

The westerly 300 feet of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of aforesaid Section 36, said fraction situate northerly of and immediately adjacent to the above described Parcel No. 1.

Containing in all, 12.53 acres more or less.

PART II.**All Other Property.**

Whether the same has or has not been specifically described or referred to elsewhere in the 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 and 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 enumeration 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), all lands, rights of way, water and riparian rights and all interest 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 III.

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 IV.

Properties Excepted.

There is, however, expressly excepted and excluded from the lien and operation of the Indenture: (A) all property excepted or excluded or intended to be excepted or excluded by the Granting Clauses of the Original Indenture as heretofore supplemented and modified and as hereby supplemented, 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 Granting Clauses of the Original Indenture to the contrary notwithstanding, and (B) all property released or otherwise disposed of pursuant to the provisions of Article 6

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of the Original Indenture (all herein sometimes for convenience collectively referred to as "excepted property").

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 1984 Series.**

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§1.01. *Establishment of Bonds of the 1984 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 $\frac{3}{8}$ % Series due 1984" (herein sometimes referred to as "Bonds of the 1984 Series").

§1.02. *Terms of Bonds of the 1984 Series.* The Bonds of the 1984 Series shall be registered Bonds, without coupons, and/or coupon Bonds payable to bearer with the privilege of registration as to principal, 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 1984 Series so registered.

The registered Bonds of the 1984 Series shall be dated as of the date of authentication thereof and shall bear interest from November 1, 1954, 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 1984 Series shall be dated as of November 1, 1954 and shall bear interest from said date. All Bonds of the 1984 Series shall be due on November 1, 1984 and shall bear interest at the rate of three and three-eighths per centum (3 $\frac{3}{8}$ %) per annum, to be paid semi-annually on the first day of May and on the first day of November 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.

562 Definitive coupon Bonds of the 1984 Series may be issued in the denomination of \$1,000 each, numbered MC1 consecutively upward.

Definitive registered Bonds of the 1984 Series, without coupons, may be issued in the denomination of One Thousand Dollars (\$1,000) or any multiple thereof 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 1984 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 1984 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 1984 Series.

§1.03. Redemption Provisions for Bonds of the 1984 Series. The Bonds of the 1984 Series shall be subject to redemption prior to maturity as a whole at any time or in part from time to time,

(a) at the option of the Company upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth under the heading "Regular Redemption Price" in the tabulation in the forms of the Bonds of the 1984 Series set forth in §1.06 of this Fourth Supplemental Indenture; and

(b) either (i) through operation of the sinking and improvement fund for the Bonds of the 1984 Series provided for in §1.04 of this Fourth 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 called principal amount thereof during the respective periods set forth in said tabulation under the heading "Special Redemption Price";

together in any case with interest accrued on such principal amount to the date fixed for redemption; upon prior notice (unless waived as pro-

vided 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 at least five days a week, excluding legal holidays, 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 1984 Series shall at the time be payable; provided that if all of the Bonds of the 1984 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 1984 Series. As a sinking and improvement fund for the benefit of the Bonds of the 1984 Series, the Company covenants that it will, subject to the provisions hereinafter set forth in this Section, on or before October 31 in each year, beginning with the year 1956 and continuing to and including the year 1983, 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 1984 Series theretofore outstanding at any one time prior to September 15 next preceding such October 31, after deducting from said greatest aggregate principal amount the sum of the following (a) the aggregate principal amount of Bonds of the 1984 Series theretofore purchased or redeemed by the application of the proceeds of the 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 1984 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.

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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 the 1984 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 1984 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 10/6ths 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 the 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 1984 Series remain outstanding, provided that when no Bonds of the 1984 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 1984 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 Fourth Supplemental Indenture in anticipation of the current sinking fund payment; and

(d) redeeming Bonds of the 1984 Series, not theretofore funded, at any time at the Regular Redemption Price provided for in §1.03 of this Fourth Supplemental Indenture in anticipation of future sinking fund payments.

Bonds of the 1984 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 1984 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 September 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 1984 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 1984 Series are outstanding.

Forthwith after the September 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 1984 Series, in the manner provided in Article 4 of the Original Indenture, a principal amount of Bonds of the 1984 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 Fourth Supplemental Indenture of the redemption for the sinking and improvement fund on the then next ensuing November 1, of the Bonds so selected. On or before the sinking fund payment date next preceding such November 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

566 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 1984 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 additional 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) of the Original Indenture, as modified by §2.01 of the Second Supplemental Indenture 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 1984 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 1984 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. Restrictions on Payment of Dividends on Common Stock.

The Company will not (a) declare or pay any dividend (other than dividends payable in common stock of the Company) on or make any other distribution in respect of any shares of the common stock of the Company; or (b) purchase, redeem, retire or otherwise acquire for a consideration (other than in exchange for or from the proceeds of other shares of capital stock of the Company) any shares of capital stock of the Company of any class, except to the extent required to comply with any sinking or purchase fund which may now exist or hereafter be established for any class of Preferred Stock of the Company, if the aggregate amount so declared, paid, distributed or expended after December 31, 1949 would exceed the aggregate amount of the net income of the Company available for dividends on its common stock accumulated after December 31, 1949, plus the sum of \$143,000.

Net income of the Company available for dividends on its common stock for the purpose of this Section shall mean the sum of (i) the total operating revenues of the Company, less the total operating expenses, taxes (including income, excess profits and other taxes based on or measured by income or undistributed earnings or income), interest charges and other appropriate items, including provision for maintenance, and provision for depreciation in an amount which shall not be less than any provision for depreciation provided for in the Indenture, after provision for all dividends accrued on any outstanding stock of the Company having preference over the common stock as to dividends, determined in accordance with sound accounting practice and (ii) other income net of the Company. In determining such net income of the Company no deduction or adjustment shall be made for or in respect of any charges which under sound accounting practice are not appropriate deductions in determining net income and, without limiting the generality of the foregoing, no deduction or adjustment shall be made for or in respect of (a) premiums, discounts and expenses in connection with the issuance of securities of the Company, and expenses in connection with the redemption or retirement of any securities issued by the Company, including any amount paid in excess of the principal amount or par or stated value of securities redeemed or retired, or, in the event that such redemption

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or retirement is effected with the proceeds of sale of other securities of the Company, interest or dividends on the securities redeemed or retired from the date on which the funds required for such redemption or retirement are deposited in trust for such purpose to the date of redemption or retirement; (b) profits or losses from sales of property or other capital assets or from the reacquisition of any securities of the Company, or taxes on or in respect of any such profits; (c) any change in the book value of, or any appreciation or diminution in the value of, any assets owned by the Company; (d) charges for the elimination or amortization of utility plant adjustments or utility plant acquisition adjustments or other intangibles except any such charges amortized on a monthly, quarterly, semi-annual, annual or other regular periodic basis; or (e) any earned surplus adjustment (including tax adjustments) applicable to any period prior to January 1, 1950.

§106. *Forms of Bonds of the 1984 Series.* The coupon Bonds of the 1984 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 1984 SERIES]

No. MC

\$1000

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine

First Mortgage Bond, 3 $\frac{3}{8}$ % Series due 1984

Due November 1, 1984

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 November 1, 1984, and to pay interest thereon from November 1, 1954, at the rate of three and three-eighths per centum (3 $\frac{3}{8}$ %) per annum, semi-annually on the first day of May and on the first day of November 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 3½% Series due 1984 (herein sometimes referred to as the "Bonds of the 1984 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 of Mortgage 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 indentures supplemental thereto, including a Fourth Supplemental Indenture dated as of November 1, 1954, executed and delivered by the Company to said Trustees, to which Indenture of Mortgage and all indentures supplemental thereto (herein sometimes collectively called the "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 1984 Series are subject to redemption prior to maturity as a whole at any time, or in part from time to time, (a) at

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the option of the Company upon payment of the applicable percentage of the called principal amount thereof during the respective periods 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 Fourth 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, upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth in the tabulation below under the heading "Special Redemption Price":

12 Months' Period Beginning November 1	Regular Redemption Price %	Special Redemption Price %	12 Months' Period Beginning November 1	Regular Redemption Price %	Special Redemption Price %
1954	105	102	1969	102 $\frac{1}{2}$	101 $\frac{1}{4}$
1955	104 $\frac{7}{8}$	102	1970	102 $\frac{1}{4}$	101 $\frac{1}{4}$
1956	104 $\frac{3}{4}$	102	1971	102 $\frac{1}{8}$	101 $\frac{1}{8}$
1957	104 $\frac{1}{2}$	101 $\frac{7}{8}$	1972	102	101 $\frac{1}{8}$
1958	104 $\frac{3}{8}$	101 $\frac{7}{8}$	1973	101 $\frac{3}{4}$	101
1959	104 $\frac{1}{4}$	101 $\frac{7}{8}$	1974	101 $\frac{5}{8}$	101
1960	104	101 $\frac{3}{4}$	1975	101 $\frac{1}{2}$	100 $\frac{7}{8}$
1961	103 $\frac{7}{8}$	101 $\frac{3}{4}$	1976	101 $\frac{1}{4}$	100 $\frac{3}{4}$
1962	103 $\frac{5}{8}$	101 $\frac{3}{4}$	1977	101 $\frac{1}{8}$	100 $\frac{3}{4}$
1963	103 $\frac{1}{2}$	101 $\frac{5}{8}$	1978	100 $\frac{7}{8}$	100 $\frac{5}{8}$
1964	103 $\frac{3}{8}$	101 $\frac{5}{8}$	1979	100 $\frac{3}{4}$	100 $\frac{1}{2}$
1965	103 $\frac{1}{8}$	101 $\frac{1}{2}$	1980	100 $\frac{5}{8}$	100 $\frac{1}{2}$
1966	103	101 $\frac{1}{2}$	1981	100 $\frac{3}{8}$	100 $\frac{3}{8}$
1967	102 $\frac{7}{8}$	101 $\frac{3}{8}$	1982	100 $\frac{1}{4}$	100 $\frac{1}{4}$
1968	102 $\frac{5}{8}$	101 $\frac{3}{8}$	1983	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 at least five days a week, excluding legal holidays, 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 outstand-

ing 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 is called for redemption and payment duly provided for as specified in the Indenture this bond shall cease to be entitled to the lien of said Indenture from and after the date payment is so provided and shall cease to bear interest from and after the date fixed for redemption.

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 Fourth 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

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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 and accrued interest thereon.

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 November, 1954.

SIERRA PACIFIC POWER COMPANY,

By.....
President.

Attest:

.....
Secretary.

[GENERAL FORM OF THE BONDS OF 1984 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 State 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 Bonds, 3 $\frac{3}{8}$ % Series due 1984, No. MC.—unless said bond shall have been duly called for previous redemption and payment duly provided therefor.

* May 1 coupon will be for \$16.88.
November 1 coupon will be for \$16.87.

.....
Treasurer.

[FORM OF REGISTERED BOND WITHOUT COUPONS OF 1984 SERIES]

No. RC \$

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine

First Mortgage Bond, 3 $\frac{3}{8}$ % Series due 1984

Due November 1, 1984

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

574 value received, hereby promises to pay to or registered assigns, Dollars on November 1, 1984, and to pay to the registered owner hereof interest thereon from November 1, 1954, 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 three-eighths per centum (3 $\frac{3}{8}$ %) per annum, semi-annually on the first day of May and on the first day of November 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 registered 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 $\frac{3}{8}$ % Series due 1984 (herein sometimes referred to as the "Bonds of the 1984 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 of Mortgage 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 indentures supplemental thereto, including a Fourth Supplemental Indenture dated as of November 1, 1954, executed and delivered by the Company to said Trustees, to which Indenture of Mortgage and all indentures supplemental thereto (herein sometimes collectively called the "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 1984 Series are subject to redemption prior to maturity as a whole at any time, or in part from time to time, (a) at the option of the Company upon payment of the applicable percentage of the called principal amount thereof during the respective periods 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 Fourth 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, upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth in the tabulation below under the heading "Special Redemption Price":

12 Months' Period Beginning November 1	Regular Redemption Price %	Special Redemption Price %	12 Months' Period Beginning November 1	Regular Redemption Price %	Special Redemption Price %
1954	105	102	1969	102 $\frac{1}{2}$	101 $\frac{1}{4}$
1955	104 $\frac{7}{8}$	102	1970	102 $\frac{1}{4}$	101 $\frac{1}{4}$
1956	104 $\frac{3}{4}$	102	1971	102 $\frac{1}{8}$	101 $\frac{1}{8}$
1957	104 $\frac{1}{2}$	101 $\frac{7}{8}$	1972	102	101 $\frac{1}{8}$
1958	104 $\frac{3}{8}$	101 $\frac{7}{8}$	1973	101 $\frac{3}{4}$	101
1959	104 $\frac{1}{4}$	101 $\frac{7}{8}$	1974	101 $\frac{5}{8}$	101
1960	104	101 $\frac{3}{4}$	1975	101 $\frac{1}{2}$	100 $\frac{7}{8}$
1961	103 $\frac{7}{8}$	101 $\frac{3}{4}$	1976	101 $\frac{1}{4}$	100 $\frac{3}{4}$
1962	103 $\frac{5}{8}$	101 $\frac{3}{4}$	1977	101 $\frac{1}{8}$	100 $\frac{3}{4}$
1963	103 $\frac{1}{2}$	101 $\frac{5}{8}$	1978	100 $\frac{7}{8}$	100 $\frac{5}{8}$
1964	103 $\frac{3}{8}$	101 $\frac{5}{8}$	1979	100 $\frac{3}{4}$	100 $\frac{1}{2}$
1965	103 $\frac{1}{8}$	101 $\frac{1}{2}$	1980	100 $\frac{5}{8}$	100 $\frac{1}{2}$
1966	103	101 $\frac{1}{2}$	1981	100 $\frac{3}{8}$	100 $\frac{3}{8}$
1967	102 $\frac{7}{8}$	101 $\frac{3}{8}$	1982	100 $\frac{1}{4}$	100 $\frac{1}{4}$
1968	102 $\frac{5}{8}$	101 $\frac{3}{8}$	1983	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

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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 at least five days a week, excluding legal holidays, 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, if payment of the principal hereof or of such portion with accrued interest and premium, if any, is provided for, and if notice of such redemption shall have been duly given, provided for or waived, all as specified in the Indenture, this bond or such portion shall cease to be entitled to the lien of the Indenture from and after the date such payment and notice are irrevocably 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 Fourth 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

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before maturity at the then applicable special redemption price and accrued interest thereon.

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
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
Authorized Officer.

§1.07. Duration of Effectiveness of Article 1. This Article shall be in force and effect only so long as any of the Bonds of the 1984 Series are outstanding.

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ARTICLE 2.

Principal Amount of Bonds Presently to be Outstanding.

§2.01. 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 Eleven Million Four Hundred Seventy-five Thousand Dollars (\$11,475,000), namely, Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, Series A 3¼%, due December 1, 1970, now issued and outstanding, Nine Hundred Seventy-five Thousand Dollars (\$975,000) principal amount of First Mortgage Bonds, 2⅞% Series due 1977, now issued and outstanding, Three Million Five Hundred Thousand Dollars (\$3,500,000) principal amount of First Mortgage Bonds, 3⅞% Series due 1978, now issued and outstanding and Four Million Dollars (\$4,000,000) principal amount of First Mortgage Bonds, 3⅞% Series due 1984, established by resolution of the Board of Directors and to be issued upon compliance by the Company with the provisions of §3.02, §3.04 and §3.05 of the Original Indenture. There are not included above One Million Five Hundred Thousand Dollars (\$1,500,000) principal amount of First Mortgage Bonds, 3¾% Series due 1982 which are to be refunded by First Mortgage Bonds, 3⅞% Series due 1984.

ARTICLE 3.

Miscellaneous.

§3.01. 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 by the Second Supplemental Indenture, and as supplemented by the Third 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 Fourth Supplemental Indenture shall be taken to have the same

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meaning as in the Original Indenture, as supplemented and modified by the First Supplemental Indenture and by the Second Supplemental Indenture and as supplemented by the Third Supplemental Indenture except in cases where the context clearly indicates otherwise.

§3.02. 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 and by the Second Supplemental Indenture and as supplemented by the Third 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.

§3.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference as of November 1, 1954, the actual date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgments hereto annexed.

§3.04. 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.

§3.05. 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 Fourth 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 Fourth 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

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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

Frank A. Tracy
President.

Attest:

George E. Kehoe
Assistant Secretary.

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

Frank V. Humphrey
Robert E. McNeill

THE NEW ENGLAND TRUST COMPANY,

By

Stanley A. Quincy
Vice President.

Attest:

Carl B. Jones
Assistant Secretary.

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

Frank V. Humphrey
Robert E. McNeill

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

Frank V. Humphrey
Robert E. McNeill

Fletcher C. Chamberlin
FLETCHER C. CHAMBERLIN



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

On this 10th day of November, 1954, before me appeared Frank A. Tracy and George E. Kehoe to me personally known, who being by me duly sworn did say that they are the President and an Assistant Secretary, respectively, 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 Frank A. Tracy and George E. Kehoe acknowledged the said instrument to be the free act and deed of said Corporation.

A. E. Hall
A. E. HALL
Notary Public.

My commission expires January 23, 1959.

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

On this 10th day of November, 1954, before me appeared Stanley A. Lawry and Carl B. Jones, to me personally known, who being by me duly sworn did say that they are a Vice President and an 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 Stanley A. Lawry and Carl B. Jones, acknowledged said instrument to be the free act and deed of said trust company.

A. E. Hall
A. E. HALL
Notary Public.

My commission expires January 23, 1959.

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

On this 10th day of November, 1954, 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.

A. E. Hall
A. E. HALL
Notary Public.

My commission expires January 23, 1959.

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

On this 10th day of November, A.D., 1954, personally appeared before me, a Notary Public in and for the County of Suffolk, Stanley A. Lawry, known to me to be a 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.

A. E. Hall
A. E. HALL
Notary Public.

My commission expires January 23, 1959.

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

On this 10th day of November, A.D., 1954, personally appeared before me, a Notary Public in and for the County of Suffolk, George E. Kehoe, known to me to be an Assistant 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.

A. E. Hall
A. E. HALL
Notary Public.

My commission expires January 23, 1959.

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

On this 10th day of November, A.D., 1954, 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.

A. E. Hall
A. E. HALL
Notary Public.

My commission expires January 23, 1959.

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

Frank A. Tracy and George E. Kehoe being duly sworn, each for himself, deposes and says: That said Frank A. Tracy is the 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 an Assistant Secretary thereof; that said instrument is made in good faith, and without any design to hinder, delay or defraud creditors.

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Subscribed and sworn to before me this 10th day of November, 1954.

A. E. Hall
A. E. HALL
Notary Public.

My commission expires January 23, 1959.

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

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

Subscribed and sworn to before me this 10th day of November, 1954.

A. E. Hall
A. E. HALL
Notary Public.

My commission expires January 23, 1959.

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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 10th day of November, 1954.

A. E. Hall
A. E. HALL
Notary Public.

My commission expires January 23, 1959.

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

my duty as said Clerk, certify and attest that

A. E. Hall

Notary Public

before whom the annexed affidavit, proof or acknowledgment was taken and subscribed, is a
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
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 10th day of November A. D. 1954

Thomas Dorgan

Clerk.

DOCUMENT No. 234561

Filed for record at the request of SIERRA PACIFIC POWER CO.

NOV 12 1954 at 45 Minutes past 9 o'clock A. M.

Recorded in Book 77 of MORTGAGES

Page 547. Records of Washoe County, Nevada.

Fee: \$ 21.55

DELLE B. BOYD, County Recorder

By Archie Brown Deputy

File No. 39254

RECORDED AT THE REQUEST OF

Sierra Pacific Power Co.

November 20 A.D. 1963

At 34 minutes past 11 A. M.

in Liber 1 of OFFICIAL RECORDS

Page 383-419 Records of

ELUREKA COUNTY, NEVADA
Willis A. McFarland Recorder

By _____ Deputy

Fee \$ 43.75

234561