
SIERRA PACIFIC POWER COMPANY
TO
NEW ENGLAND MERCHANTS NATIONAL BANK
OF BOSTON
(successor to The New England Trust Company)
AND
FLETCHER C. CHAMBERLIN
AS TRUSTEES

Seventh Supplemental Indenture

Dated as of May 1, 1961

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 SEVENTH SUPPLEMENTAL INDENTURE dated for convenience as of the first day of May, 1961, 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 **NEW ENGLAND MERCHANTS NATIONAL BANK OF BOSTON** (successor to **THE NEW ENGLAND TRUST COMPANY**), a national banking association duly organized and existing under the laws of the United States of America, 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 28 State 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, by virtue of §15.24 of the Original Indenture New England Merchants National Bank of Boston is now qualified and acting as successor Trustee thereunder as the result of the conversion of The New England Trust Company into a national banking association under the name New England National Bank of Boston on October 17, 1960, and the consolidation of said national banking association with The Merchants National Bank of Boston under the name New England Merchants National Bank of Boston as of December 31, 1960; and

WHEREAS, on April 11, 1947, Leo W. Huegle, Co-Trustee under the Original Indenture, resigned, and the Company and the 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 six Supplemental Indentures dated, respectively, as of August 1, 1947, April 1, 1948, October 1, 1952, November 1, 1954, November 1, 1956 and April 1, 1958 supplementing and/or modifying the Original Indenture, pursuant to each of which the Company provided for the creation of a new series of First Mortgage Bonds; and

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 and Outstanding</u>
Series A Bonds 3¼%, due December 1, 1970.....	\$3,000,000
2⅞% Bonds of 1977 Series.....	975,000
3⅞% Bonds of 1978 Series.....	3,500,000
3⅞% Bonds of 1984 Series.....	4,000,000
5¼% Bonds of 1986 Series.....	3,000,000
4½% Bonds of 1988 Series.....	3,000,000

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, 5% Series due 1991, to be dated as of May 1, 1961 and to be due May 1, 1991 (hereinafter sometimes referred to as "Bonds of the 1991 Series") and has authorized the initial issue of Bonds of the 1991 Series in the principal amount of Six Million Five Hundred Thousand Dollars (\$6,500,000) 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, 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 any ambiguity or curing, correcting or supplementing any defective or inconsistent provision contained therein; and

WHEREAS, the Company desires to execute this Seventh Supplemental Indenture and hereby requests the Trustees to join in this Seventh Supplemental Indenture for the purpose of describing the terms of the Bonds of the 1991 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 Sixth Supplemental Indenture (the Original Indenture, as heretofore supplemented and modified and as hereby supplemented being herein sometimes called the "Indenture"); and

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

370

4

firm, 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 Sixth 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 Washoe County, Nevada, which Ida Gemmill Davies conveyed to Sierra Pacific Power Company by deed dated March 7, 1958, and recorded in Book 470 of Deeds, Page 147, Records of Washoe County, Nevada:

A parcel of land situate in the South one-half (S $\frac{1}{2}$) of Section 9, T19N R18E MDB&M and located along the Northerly shore of the Truckee River adjacent to and Northerly from Sierra Pacific Power Company's river diversion structures known as Washoe Dam, said parcel being further described as follows:

Commencing at the Northwestern corner of the property of Ida Gemmill Davies, said point being at the intersection of Ida Gemmill Davies' 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, South 31° 55' East 215.5 feet along said Westerly fence to an angle point,

Thence, South 14° 54' East 391.9 feet along said Westerly fence to an angle point, said point being the true point of beginning

Thence, South 65° 46' West 235.2 feet along a fence marking the Northwest boundary of Ida Gemmill Davies' property,

Thence, along the river bank approximately as follows, South 45° 45' West 31 feet,

Thence, South 40° 49' East 84 feet to a point abutting the extreme Westerly corner of a parcel of land deeded to Sierra Pacific Power Company by John A. and Ida Gemmill Davies, and recorded in Book 279 of Deeds, Page 203, File #195559, Records of Washoe County, Nevada

Thence, along the Northerly boundary of said parcel as follows:

North 62° 57' East 36.0 feet

Thence, South 27° 03' East 88 feet

Thence, South 57° 07' East 287.5 feet to an angle point, said angle point being the Westerly corner of a parcel of land deeded to Sierra Pacific Power Company by John A. and Ida Gemmill Davies, and recorded in Book 343 of Deeds, Page 328, File #225880, Records of Washoe County, Nevada

Thence, along the Northerly boundary of said parcel of land as follows:

Thence, South 87° 52' East 70.19 feet

Thence, North 76° 11' East 120.0 feet

Thence, North 40° 11' East 72 feet to a point on the Northerly bank of the Truckee River,

Thence, along the Northeasterly bank of the Truckee River approximately as follows:

Thence, North 12° 17' East 112.45 feet

Thence, North 19° 14' East 175.73 feet

Thence, North 37° 38' East 51.30 feet to a point abutting the Southerly line of a parcel of land previously conveyed to the State of Nevada,

Thence, North 50° 44' West along said line a distance of 27.51 feet

Thence, South 39° 16' West 141.30 feet

Thence, South 42° 57' West 205.53 feet

Thence, South 74° 44' West 75.79 feet

Thence, North 60° 06' West 170.05 feet

Thence, North 2° 08' West 179.92 feet to the true point of beginning.

Together with all the shores and banks of the Truckee River adjacent thereto.

Said parcel containing 2.6 acres, more or less.

(2) The following described property situate in Washoe County, Nevada, which Syrene Seagrave Cataldo conveyed to Sierra Pacific Power Company by deed dated May 16, 1958, and recorded in Book 477 of Deeds, Page 318, Records of Washoe County, Nevada:

Commencing at the East one-quarter ($E\frac{1}{4}$) corner of Section 28, T19N R19E MDB&M, and running

Thence, South $60^{\circ} 54' 13''$ West 3597.67 feet to the true point of beginning, said point being on the East line of the hereinafter described parcel of land,

Thence, South $1^{\circ} 03' 07''$ West 454.83 feet

Thence, South $88^{\circ} 16' 31''$ West 780.00 feet

Thence, North $1^{\circ} 03' 07''$ East 800.00 feet

Thence, North $88^{\circ} 16' 31''$ East 780.00 feet

Thence, South $1^{\circ} 03' 07''$ West 345.17 feet to the true point of beginning, all situate in the Southwest one-quarter ($SW\frac{1}{4}$) of said Section 28.

(3) The following described property situate in Washoe County, Nevada, which Raymond Elges conveyed to Sierra Pacific Power Company by deed dated September 4, 1958, and recorded in Book 487 of Deeds, Page 167, Records of Washoe County, Nevada:

Beginning at a point on the Easterly line of the parcel conveyed to Clarence H. Bushing, Fern Elges Bushing, by deed recorded in Book 179 of Deeds, Page 123, Official Records of Washoe County, Nevada, from which point the Southeast corner of said parcel bears South $02^{\circ} 14'$ West 270 feet, said point being located in the Southwest one-quarter ($SW\frac{1}{4}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 4, T19N R20E MDB&M, Washoe County, Nevada and running

Thence, South $89^{\circ} 06' 48''$ East 104.3 feet

Thence, North $02^{\circ} 14'$ East 417.4 feet

Thence, North $89^{\circ} 06' 48''$ West 104.3 feet

Thence, South $02^{\circ} 14'$ West 417.4 feet along the Easterly line to the place of beginning, containing 1 acre more or less, together

7.

with the right of ingress and egress over the lands belonging to the party of the first part at such points and places as the party of the first part, his heirs, successors and assigns may, from time to time, in his or their sole discretion, determine.

(4) The following described property situate in Washoe County, Nevada, which W. L. Mulheron and Edythe Mulheron conveyed to Sierra Pacific Power Company by deed dated August 17, 1959 and recorded in Book 522 of Deeds, Page 263, Records of Washoe County, Nevada:

Lots 9 and 10 in Block 34 in the Town, now City of Sparks, Washoe County, Nevada, formerly known as New Wadsworth and Harri-man, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 23, 1904.

(5) The following described property situate in Washoe County, Nevada, which J. C. Ellis and Bessie J. Ellis conveyed to Sierra Pacific Power Company by deed dated October 28, 1959, and recorded in Book 550 of Deeds, Page 490, Records of Washoe County, Nevada:

Commencing at an iron pipe marking the intersection of the Northerly line of the George E. Miller property as conveyed by J. C. Ellis and Bessie J. Ellis, his wife, by deed #273881 dated May 6, 1957 and recorded in Book 444 at Page 510 Official Records of Washoe County, Nevada and the section line common to Sections 21 and 22, T19N R20E MDB&M, from which point the one-quarter corner common to said Sections 21 and 22 bears North 01° 35' 54" West 1127.75 feet,

Thence, North 76° 29' 30" West 908.85 feet along the Northerly line of said George E. Miller property to the Northwest corner thereof, the true point of beginning,

Thence, North 76° 29' 30" West 100.00 feet

Thence, South 01° 37' 53" West 200.00 feet

Thence, South 76° 29' 30" East 100.00 feet to a point on the West line of said George E. Miller property,

Thence, North 01° 37' 53" East 200.00 feet along said West line to the place of beginning, containing 0.4493 of an acre, situate in the South one-half (S½) of the Northeast one-quarter (NE¼) of the Southeast one-quarter (SE¼) of Section 21, T19N R20E MDB&M, Washoe County, Nevada.

(6) The following described property situate in Washoe County, Nevada, which H. Al Peigh conveyed to Sierra Pacific Power Company

by deed dated January 20, 1960 and recorded in Book 532 of Deeds, Page 730, Records of Washoe County, Nevada:

A portion of the Southeast one-quarter (SE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$), and a portion of the Southwest one-quarter (SW $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$), all in Section 29, T18N R20E MDB&M, Washoe County, Nevada, containing 5.5278 acres, described as follows:

Beginning at a point marked by an iron pin on the South line of the North one-half (N $\frac{1}{2}$) of Section 29, T18N R20E MDB&M, said point further described as being the Southwest corner of a 5.0 acre tract described by document #174192, recorded in Book 236 of Deeds, Records of Washoe County, Nevada from which point the East one-quarter (E $\frac{1}{4}$) corner of said Section 29 bears South 89° 41' East 415.5 feet (being East 415.5 according to said deed)

Thence, North 52° 07' West 673.26 feet more or less to a point on the Southerly right of way line of the Mount Rose Highway;

Thence, South 57° 37' 30" West 759.97 feet more or less along the Southerly right of way line of said highway, to a point on the South line of the North one-half (N $\frac{1}{2}$) of said Section 29;

Thence, South 89° 41' East 1173.24 feet more or less along the South line of the North one-half (N $\frac{1}{2}$) of said Section 29, to the point of beginning.

(7) The following described property situate in Washoe County, Nevada, which Eileen Bony conveyed to Sierra Pacific Power Company by deed dated June 23, 1960 and recorded in Book 547 of Deeds, Page 740, Records of Washoe County, Nevada:

The Easterly portion of Lots 21, 22, 23 and 24 Block 1 of Wells Addition to the City of Reno, Washoe County, Nevada according to the official plat No. 143 filed for record July 11, 1905 Washoe County Records, said Easterly portion of said lots being more particularly described as follows, to-wit:

Beginning at the Southeast corner of Lot 21,

Thence, Northerly along the Easterly line of Lots 21, 22, 23 and 24, a distance of 200.0 feet to the Northeast corner of Lot 24;

Thence, Westerly along the Northerly line of said Lot 24, a distance of 85.88 feet;

Thence, Southwesterly across said Lots a distance of 200.62 feet to a point on the Southerly line of Lot 21, from which point the Southeast corner of said Lot 21 bears Easterly 104.40 feet;

Thence, Easterly along the Southerly line of Lot 21 a distance of 104.40 feet to the place of beginning, containing 19,018 square feet in area.

(8) The following described property situate in Washoe County, Nevada, which Alfred E. Koenig conveyed to Sierra Pacific Power Company by deed dated November 18, 1959 and recorded in Book 530 of Deeds, Page 102, Records of Washoe County, Nevada:

A portion of Lots 16 and 17 in Block C, as shown on the map of Markridge Southwest, filed in the office of the County Recorder of Washoe County, Nevada, on June 17, 1958, that is described as follows:

Beginning at the Southeast corner of said Lot 16

Thence, along the Southerly line of said Lot 16, South 84° 50' West a distance of 80.00 feet to the Southwest corner of said Lot 16;

Thence, along the Westerly line of said Lot 16 North 11° 21' 35" West a distance of 151.65 feet to the Northwest corner of said Lot 16;

Thence, along the Northerly line of said Lots 16 and 17, North 67° 50' East a distance of 161.94 feet to the Northeast corner of said Lot 17;

Thence, South 32° 59' West a distance of 165.00 feet

Thence, South 12° 47' 51" East a distance of 48.8 feet

Thence, South 66° 45' East a distance of 42.00 feet to the point of beginning.

(9) The following described property situate in Washoe County, Nevada, which Marshall R. Matley, Theodore R. Matley, et al. conveyed to Sierra Pacific Power Company by deed dated December 22, 1960, and recorded in Book 570 of Deeds, Page 343, Records of Washoe County, Nevada:

A portion of the West one-half ($W\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 18, T19N R20E MDB&M, and as shown on Record of Survey of Matley Ranch, file #205810, dated May 8, 1952 Records of Washoe County, Nevada.

Commencing at the North quarter corner of said Section 18, T19N R20E MDB&M, and running

Thence, South 0° 17' 43" West 581.72 feet to a point on the Southerly line of Mill Street, and the Northerly line of Matley Lane,

376

10

Thence, South $64^{\circ} 25' 40''$ East 876.32 feet,

Thence, South $64^{\circ} 30' 13''$ East along the South line of Mill Street a distance of 147.15 feet, to an intersection with the center line of Terminal Way,

Thence, South $0^{\circ} 13' 40''$ West 1613.93 feet along the center line of said Terminal Way to the point of intersection of the center line of Vassar Street and Terminal Way,

Thence, South $0^{\circ} 13' 40''$ West 660.09 feet along the center line of said Terminal Way to a point on the Southerly line of said Terminal Way,

Thence, North $89^{\circ} 56'$ West 155.00 feet to the true point of beginning,

Thence, North $89^{\circ} 56'$ West 200.0 feet

Thence, South $0^{\circ} 04'$ West 100.0 feet

Thence, South $89^{\circ} 56'$ East 200.0 feet

Thence, North $0^{\circ} 04'$ East 100.0 feet to the true point of beginning.

Containing .46 acre, more or less.

(10) That portion of the following described property situate in Washoe County, Nevada, which Dushan S. Nicholich, also known as Dushan S. Nickolich, conveyed to Sierra Pacific Power Company by deed dated September 16, 1960, Document No. 327605, and recorded in Book 560 of Deeds, at Page 586, Records of Washoe County, Nevada:

$S\frac{1}{2}$ of $S\frac{1}{2}$ of Section 28

$SE\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 29

$N\frac{1}{2}$ of $NE\frac{1}{4}$, and $N\frac{1}{2}$ of $SE\frac{1}{4}$ of Section 32

$NW\frac{1}{4}$; $W\frac{1}{2}$ of $NE\frac{1}{4}$ and $SE\frac{1}{4}$ of $SE\frac{1}{4}$ of Section 33,
all in T20N R22E MDB&M

Excepting therefrom the right of way of the Nevada State Highway.

STOREY COUNTY, NEVADA

(11) That portion of the following described property situate in Storey County, Nevada, which Dushan S. Nicholich, also known as Dushan S. Nickolich, conveyed to Sierra Pacific Power Company by

deed dated September 16, 1960 Document No. 26256, and recorded in Book 64 of Deeds, at Page 448, Records of Storey County, Nevada:

S $\frac{1}{2}$ of S $\frac{1}{2}$ of Section 28

SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 29

N $\frac{1}{2}$ of NE $\frac{1}{4}$ and N $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 32

NW $\frac{1}{4}$; W $\frac{1}{2}$ of NE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 33,
all in T20N R22E MDB&M

Excepting therefrom the right of way of the Southern Pacific Company.

(12) The following described property situate in Storey County, Nevada, which John Sinelio and Loraine Sinelio conveyed to Sierra Pacific Power Company by deed dated November 21, 1960 and recorded in Book 64 of Deeds, Page 458, Records of Storey County, Nevada:

That part of the Northeast one-quarter (NE $\frac{1}{4}$) of the Northeast one-quarter (NE $\frac{1}{4}$) lying Northwesterly of a line parallel with and 200.0 feet distance Northwesterly of center line of Central Pacific Railway Company's railroad as now constructed, of Section 33, T20N R22E MDB&M, containing 37.10 acres, more or less.

HUMBOLDT COUNTY, NEVADA

(13) The following described property situate in Humboldt County, Nevada, which Cecil R. Martin and May D. Martin conveyed to Sierra Pacific Power Company by deed dated April 8, 1960 and recorded in Book 73 of Deeds, Page 100, Records of Humboldt County, Nevada:

Beginning at a point which is North 89° 22' West a distance of 133.5 feet from the Southeast corner of Section 24, T35N R36E MDB&M, and running

Thence, North 89° 22' West a distance of 208.0 feet to a point

Thence, North 02° 38' East a distance of 208.0 feet to a point

Thence, South 89° 22' East a distance of 208.0 feet to a point

Thence, South 0° 38' West a distance of 208.0 feet to the point of beginning.

LYON COUNTY, NEVADA

(14) The following described property situate in Lyon County, Nevada, which Merle S. Peek and Esther Peek conveyed to Sierra Pacific Power Company by deed dated June 9, 1958 and recorded in Book 41 of Deeds, Page 444, Records of Lyon County, Nevada:

Beginning at the Northwestern corner of Lot 21 of Block 80 of the Silver Springs Subdivision, Lyon County, Nevada, according to the official map thereof, filed in the office of the County Recorder of Lyon County on November 8, 1954

Thence, in a Southeasterly direction along the Northerly line of said Lot 21 to a point on the Westerly line of Lot 25 in said Block 80, the true point of beginning;

Thence, continuing on the same course in a Southeasterly direction to the Easterly line of Lot 26 in said block;

Thence, Southwesterly along the Easterly line of said Lot 26 to the Southeasterly corner thereof;

Thence, in Northwesterly direction along the Southwesterly line of Lots 26 and 25 to the Southwesterly corner of said Lot 25;

Thence, Northeasterly along the Westerly line of Lot 25 to the true point of beginning, being the Southerly portion of Lots 25 and 26 in Block 80.

(15) The following described property situate in Lyon County, Nevada, which Merle S. Peek and Esther F. Peek conveyed to Sierra Pacific Power Company by deed dated March 5, 1960, and recorded in Book 43 of Deeds, Page 90, Records of Lyon County, Nevada:

Lots 27, 28, 29 and 30 Block 80

Silver Springs Subdivision, situate in Section 19, T18N R25E MDB&M,

ORMSBY COUNTY, NEVADA

(16) The following described property situate in Ormsby County, Nevada, which Howard B. Logie, Administrator of the Estate of Alexander Logie, conveyed to Sierra Pacific Power Company by deed dated August 9, 1960, and recorded in Book 39 of Deeds, Page 91, Records of Ormsby County, Nevada:

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, T15N R20E MDB&M.

PART II.

Real Property in the State of California.

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

NEVADA COUNTY, CALIFORNIA

(1) The following described property situate in Nevada County, California, which Henry G. Loehr and Lyla B. Loehr conveyed to Sierra Pacific Power Company by deed dated August 21, 1958, and recorded in Book 253, Page 108, Records of Nevada County, California:

Commencing at a point on the Southeasterly right of way line of the State Highway, District III, Route 38, Section A, from which point the Southeast corner of Section 10, T17N R16E MDB&M bears South $81^{\circ} 32' 35''$ East 655.89 feet more or less, and running

Thence, along the Southeasterly line of said Highway right of way on a curve to the right 266.74 feet, through an arc whose central angle is $12^{\circ} 07' 46''$ and a radius of 1260 feet, the chord of said arc bearing North $31^{\circ} 44' 40''$ East 266.24 feet to the true point of beginning,

Thence, along said Southeasterly right of way of said State Highway Route 38, on a curve to the right 27.73 feet, through an arc whose central angle is $01^{\circ} 15' 27''$ and a radius of 1260 feet, the chord of said arc bearing North $38^{\circ} 26' 12''$ East 27.65 feet;

Thence, North $64^{\circ} 53'$ East 175.35 feet

Thence, North $65^{\circ} 19' 30''$ East 367.08 feet

Thence, South $0^{\circ} 05'$ West 175.05 feet

Thence, South $32^{\circ} 05'$ West 158.00 feet

Thence, South $77^{\circ} 55'$ West 403.45 feet

Thence, North $12^{\circ} 05'$ West 147.30 feet along the Westerly line of the Sierra Pacific Power Company property as conveyed by that certain deed recorded in Book 154 of Deeds, page 460 Official Records of Nevada County, California, to the true point of beginning, containing 2.5 acres, more or less.

PLACER COUNTY, CALIFORNIA

(1) The following described property situate in Placer County, California, which Frederick W. Tillotson and Verne M. Tillotson conveyed to Sierra Pacific Power Company by deed dated June 27, 1958 and recorded in Book 765 on Page 574, Records of Placer County, California:

Lots 45 through 50, Block Y, Brockway Vista as shown on the map thereof filed in Book D of Maps at Page 16, Placer County Records.

(2) The following described property situate in Placer County, California, which C. E. Mandeville and Evelyn M. Mandeville conveyed to Sierra Pacific Power Company by deed dated July 1, 1958, and recorded in Book 765, Page 582, Records of Placer County, California:

Lots 1 through 8, Block Y, Brockway Vista, as shown on the map thereof filed in Book D of Maps at Pages 16 et seq., Placer County Records.

PART III.**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 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.

There is, however, expressly excepted and excluded from the lien and operation of the Indenture:

(A) The following described property purchased by the Company but not used or useful in or for the operation of its public utility business:

(1) The following described property situate in Washoe and Storey Counties, Nevada, being a portion of the lands which Dushan S. Nicho-

lich, also known as Dushan S. Nickolich, conveyed to Sierra Pacific Power Company by deed dated September 16, 1960 Document No. 327605, recorded in Book 560 of Deeds, Page 586, Records of Washoe County, Nevada and by Document No. 26256 recorded in Book 64 of Deeds at Page 448, Records of Storey County, Nevada, to-wit:

SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 26

S $\frac{1}{2}$ of S $\frac{1}{2}$ of Section 27

N $\frac{1}{2}$ of N $\frac{1}{2}$ of Section 34

N $\frac{1}{2}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 35,

All in T20N R22E MDB&M

Excepting therefrom the rights of way of the Nevada State Highway and the Southern Pacific Company;

(2) The following described property situate in Washoe County, Nevada, which J. C. Ellis and Bessie J. Ellis conveyed to Sierra Pacific Power Company by deed dated January 18, 1960 and recorded in Book 543 of Deeds, Page 226, Records of Washoe County, Nevada, and which Sierra Pacific Power Company conveyed to Land Corporation of Nevada by deed dated August 10, 1960 and recorded in Book 553 of Deeds, Document No. 324034, Records of Washoe County, Nevada:

Commencing at an iron pipe marking the one-quarter corner common to Sections 20 and 21, T19N R20E MDB&M;

Thence, South 88° 56' 30" East 47.24 feet to a point on the Westerly line of Boynton Lane (formerly known as the Huffaker-Glendale Road);

Thence, North 27° 03' 45" East 829.26 feet along the Westerly line of said Boynton Lane to the true point of beginning, said point being the Northeast corner of the property herein described;

Thence, North 89° 52' 20" West 240.00 feet along the fence line marking the North line of the property of Ellis, et al., to an iron pin;

Thence, South 100.00 feet;

Thence, South 89° 52' 20" East 188.97 feet to a point on the Westerly line of Boynton Lane;

Thence, North 27° 03' 45" East 112.18 feet along the Westerly line of Boynton Lane to the point of beginning, situate in that portion of the Southwest one-quarter (SW $\frac{1}{4}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of Section 21, T19N R20E MDB&M, lying

and being West of the Westerly line of Boynton Lane, Washoe County, Nevada, containing 0.4924 of an acre;

(B) 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

(C) All property released or otherwise disposed of pursuant to the provisions of Article 6 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 1991 Series.

§1.01. *Establishment of Bonds of the 1991 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, 5% Series due 1991" (herein sometimes referred to as "Bonds of the 1991 Series").

§1.02. *Terms of Bonds of the 1991 Series.* The Bonds of the 1991 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 1991 Series so registered.

The registered Bonds of the 1991 Series shall be dated as of the date of authentication thereof and shall bear interest from May 1, 1961, 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 1991 Series shall be dated as of May 1, 1961 and shall bear interest from said date. All Bonds of the 1991 Series shall be due on May 1, 1991

and shall bear interest at the rate of five per centum (5%) 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 corporate trust office of New England Merchants National Bank of Boston, 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 1991 Series may be issued in the denomination of \$1,000 each, numbered MF1 consecutively upward.

Definitive registered Bonds of the 1991 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 1991 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 1991 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 1991 Series.

§1.03. Redemption Provisions for Bonds of the 1991 Series. The Bonds of the 1991 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 Re-

demption Price" in the tabulation in the forms of the Bonds of the 1991 Series set forth in §1.06 of this Seventh Supplemental Indenture; and

(b) either (i) through operation of the sinking and improvement fund for the Bonds of the 1991 Series provided for in §1.04 of this Seventh Supplemental Indenture, or (ii) through the application of cash 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, 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 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 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 1991 Series shall at the time be payable; provided that if all of the Bonds of the 1991 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 1991 Series. As a sinking and improvement fund for the benefit of the Bonds of the 1991 Series, the Company covenants that it will, subject to the provisions hereinafter set forth in this Section, on or before April 30 in each year, beginning with the year 1963 and continuing to and including the year 1990, 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 1991 Series theretofore outstanding at any one time prior to March 15 next preceding such April 30, after deducting from said greatest aggregate principal amount the sum of the following (a) the aggregate principal amount of Bonds of the 1991 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 1991 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 the 1991 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 1991 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 1991 Series remain outstanding, provided that when no Bonds of the 1991 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 1991 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 Seventh Supplemental Indenture in anticipation of the current sinking fund payment; and

(d) redeeming Bonds of the 1991 Series, not theretofore funded, at any time at the Regular Redemption Price provided for in §1.03 of this Seventh Supplemental Indenture in anticipation of future sinking fund payments.

Bonds of the 1991 Series delivered to the Trustee pursuant to Clause (a) above, Bonds of any series the right to the authentication and delivery of which is relinquished pursuant to Clause (b) above, and Bonds of the 1991 Series redeemed as provided in Clauses (c) and (d) above, shall be treated as a credit on account of any such sinking fund payment at the principal amount of such Bonds to the extent so used.

The Company shall file with the Trustee on or before March 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 Clauses (a) to (d), inclusive, the balance of the sinking fund payment shall be made in cash.

All Bonds of the 1991 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 not amount of additional property the use of which, has been relinquished as a basis for 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 1991 Series are outstanding.

Forthwith after the March 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 1991 Series, in the manner provided in Article 4 of the Original Indenture, a principal amount of Bonds of the 1991 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 Seventh Supplemental Indenture of the redemption for the sinking and improvement fund on the then next ensuing May 1 of the Bonds so selected. On or before the sinking fund payment date next preceding such May 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 1991 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 1991 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 1991 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 Com-

pany, if the aggregate amount so declared, paid, distributed or expended after December 31, 1959 would exceed the aggregate amount of the net income of the Company available for dividends on its common stock accumulated after December 31, 1959, plus the sum of \$1,500,000.

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, and (ii) other net income of the Company, all determined in accordance with sound accounting practice. 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 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,

392

26

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, 1960.

§1.06. Forms of Bonds of the 1991 Series. The coupon Bonds of the 1991 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 1991 SERIES]

No. MF

\$1000

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine

First Mortgage Bond, 5% Series due 1991

Due May 1, 1991

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 May 1, 1991, and to pay interest thereon from May 1, 1961, at the rate of five per centum (5%) 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 corporate trust office of New England Merchants National Bank of Boston (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 5% Series due 1991 (herein sometimes referred to as the "Bonds of the 1991 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 (now New England Merchants National Bank of Boston by succession) and Leo W. Huegle (now Fletcher C. Chamberlin by succession), as Trustees, as supplemented and modified by the First Supplemental Indenture, dated as of August 1, 1947, and by the Second Supplemental Indenture, dated as of April 1, 1948, and as supplemented by all other indentures supplemental thereto, including a Seventh Supplemental Indenture, dated as of May 1, 1961, 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 1991 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 Seventh Supplemental Indenture, and (in the instances provided in the Indenture) by application of cash 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,

394

28

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 May 1	Regular Redemption Price %	Special Redemption Price %	12 Months' Period Beginning May 1	Regular Redemption Price %	Special Redemption Price %
1961.....	106.25	101.45	1976.....	103.05	100.95
1962.....	106.05	101.40	1977.....	102.85	100.95
1963.....	105.85	101.40	1978.....	102.60	100.90
1964.....	105.65	101.35	1979.....	102.40	100.85
1965.....	105.40	101.35	1980.....	102.20	100.80
1966.....	105.20	101.30	1981.....	101.95	100.75
1967.....	105.00	101.30	1982.....	101.75	100.65
1968.....	104.75	101.25	1983.....	101.55	100.60
1969.....	104.55	101.25	1984.....	101.30	100.55
1970.....	104.35	101.20	1985.....	101.10	100.50
1971.....	104.10	101.15	1986.....	100.90	100.40
1972.....	103.90	101.15	1987.....	100.65	100.35
1973.....	103.70	101.10	1988.....	100.45	100.25
1974.....	103.45	101.05	1989.....	100.25	100.20
1975.....	103.25	101.00	1990.....	100.00	100.00

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 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 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 Seventh 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 corporate trust 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 and accrued interest thereon, all as provided in said Indenture.

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 May, 1961.

SIERRA PACIFIC POWER COMPANY,

By *Frederic L. Litcher*
President.

Attest:

.....
Secretary.

397

31

[GENERAL FORM OF THE BONDS OF 1991 SERIES INTEREST COUPON]

\$25.00

No.

On the first day of _____, 19____, Sierra Pacific Power Company will pay to the bearer upon surrender of this coupon at the corporate trust office of New England Merchants National Bank of Boston, 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, the amount shown hereon above 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, 5% Series due 1991, No. MF_____ unless said bond shall have been duly called for previous redemption and payment duly provided therefor.

Ray Louie
Treasurer.

[FORM OF REGISTERED BOND WITHOUT COUPONS OF 1991 SERIES]

No. RF

\$

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine

First Mortgage Bond, 5% Series due 1991

Due May 1, 1991

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 May 1, 1991, and to pay to the registered owner hereof interest thereon from May 1, 1961, 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 five per centum (5%) 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 corporate trust office of New England Merchants National Bank of Boston (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 5% Series due 1991 (herein sometimes referred to as the "Bonds of the 1991 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 herein-after 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 (now New England Merchants National Bank of Boston by succession) and Leo W. Huegle (now Fletcher C. Chamberlin by succession), as Trustees, as supplemented and modified by the First Supplemental Indenture, dated as of August 1, 1947, and by the Second Supplemental Indenture, dated as of April 1, 1948, and as supplemented by all other indentures supplemental thereto, including a Seventh Supplemental Indenture, dated as of May 1, 1961, 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 1991 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 Seventh Supplemental Indenture, and (in the instances provided in the Indenture) by application of cash 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 May 1	Regular Redemption Price %	Special Redemption Price %	12 Months' Period Beginning May 1	Regular Redemption Price %	Special Redemption Price %
1961.....	106.25	101.45	1976.....	103.05	100.95
1962.....	106.05	101.40	1977.....	102.85	100.95
1963.....	105.85	101.40	1978.....	102.60	100.90
1964.....	105.65	101.35	1979.....	102.40	100.85
1965.....	105.40	101.35	1980.....	102.20	100.80
1966.....	105.20	101.30	1981.....	101.95	100.75
1967.....	105.00	101.30	1982.....	101.75	100.65
1968.....	104.75	101.25	1983.....	101.55	100.60
1969.....	104.55	101.25	1984.....	101.30	100.55
1970.....	104.35	101.20	1985.....	101.10	100.50
1971.....	104.10	101.15	1986.....	100.90	100.40
1972.....	103.90	101.15	1987.....	100.65	100.35
1973.....	103.70	101.10	1988.....	100.45	100.25
1974.....	103.45	101.05	1989.....	100.25	100.20
1975.....	103.25	101.00	1990.....	100.00	100.00

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 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 Seventh 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 corporate trust 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 and accrued interest thereon, all as provided in said Indenture.

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 *[Signature]*
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.

NEW ENGLAND MERCHANTS NATIONAL BANK OF BOSTON,
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 1991 Series are outstanding.

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 Twenty-three Million Nine Hundred Seventy-five Thousand Dollars (\$23,975,000), 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, $2\frac{7}{8}\%$ Series due 1977, now issued and outstanding, Three Million Five Hundred Thousand Dollars (\$3,500,000) principal amount of First Mortgage Bonds, $3\frac{1}{8}\%$ Series due 1978, now issued and outstanding, Four Million Dollars (\$4,000,000) principal amount of First Mortgage Bonds, $3\frac{3}{8}\%$ Series due 1984, now issued and outstanding, Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, $5\frac{1}{4}\%$ Series due 1986, now issued and outstanding, Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, $4\frac{1}{2}\%$ Series due 1988, now issued and outstanding, and Six Million Five Hundred Thousand Dollars (\$6,500,000) principal amount of First Mortgage Bonds, 5% Series due 1991, established by resolution of the Board of Directors and to be issued upon compliance by the Company with the provisions of §3.02 and §3.04 of the Original Indenture.

ARTICLE 3.

Miscellaneous.

§3.01. This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture, as heretofore supplemented and modified, and shall form a part thereof, and the Original Indenture as so supplemented and modified is hereby confirmed. All terms used in this Seventh Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture, as heretofore supplemented and modified, 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 heretofore supplemented and modified, 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 May 1, 1961, 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 Seventh 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 New England Merchants National Bank of Boston in token of its acceptance of the trust hereby created has caused this Seventh Supplemental Indenture to be signed in its corporate name and behalf, and its corporate seal to be hereunto affixed, by its President or one of its Vice Presidents, and its corporate seal to be attested by one of its Trust Officers; 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... *J. E. Galligan*
Vice President.



George E. Nelson
Assistant Secretary.

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

John W. Dakin
Fredrick C. Lundeen



39

NEW ENGLAND MERCHANTS NATIONAL BANK OF BOSTON,

By

Vice President.

Attest:

Trust Officer.

Signed, sealed and delivered on behalf of
NEW ENGLAND MERCHANTS NATIONAL
BANK OF BOSTON, in the presence of:

SEAL
Affixed

... John W. Dabney
Fletcher & Landon

Fletcher C. Chamberlin

FLETCHER C. CHAMBERLIN

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

... John W. Dabney
Fletcher & Landon

406

40

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

On this 12th day of May, 1961, before me appeared J. E. GALLIGAN and GEORGE E. KEHOE to me personally known, who being by me duly sworn did say that they are a Vice 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 J. E. GALLIGAN and GEORGE E. KEHOE acknowledged the said instrument to be the free act and deed of said Corporation.



Robert P. Moncreiff
ROBERT P. MONCREIFF
Notary Public

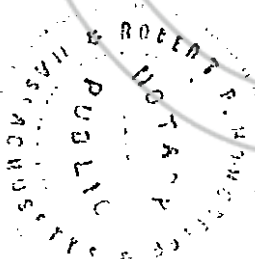
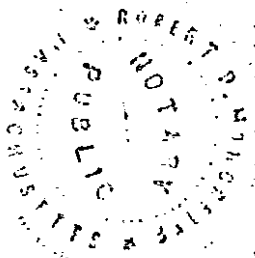
My commission expires August 20, 1966.

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

On this 12th day of May, 1961, before me appeared J. O. WILSON and CARL B. JONES, to me personally known, who being by me duly sworn did say that they are a Vice President and a Trust Officer, respectively, of New England Merchants National Bank of Boston, and that the seal affixed to the foregoing instrument is the corporate seal of said Bank, and that the foregoing instrument was signed and sealed by them on behalf of said Bank by authority of its Board of Directors, and the said J. O. WILSON and CARL B. JONES acknowledged said instrument to be the free act and deed of said Bank.

Robert P. Moncreiff
ROBERT P. MONCREIFF
Notary Public

My commission expires August 20, 1966.



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

On this 12th day of May, 1961, 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.

Robert P. Moncreiff
ROBERT P. MONCREIFF
Notary Public

My commission expires August 20, 1966.

SEAL
Affixed

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

On this 12th day of May, A.D., 1961, personally appeared before me, a Notary Public in and for the County of Suffolk, J. O. WILSON, known to me to be a Vice President of New England Merchants National Bank of Boston, 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.

Robert P. Moncreiff
ROBERT P. MONCREIFF
Notary Public

My commission expires August 20, 1966.

SEAL
Affixed

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

On this 12th day of May, A.D., 1961, 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.



..... Robert P. Moncreiff
ROBERT P. MONCREIFF
Notary Public

My commission expires August 20, 1966.

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

408

On this 12th day of May, A.D., 1961, 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.

..... Robert P. Moncreiff
ROBERT P. MONCREIFF
Notary Public

My commission expires August 20, 1966.



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..... **Robert P. Moncreiff**

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..... **12th**..... day of..... **May,**..... A. D. 19**61**.



DOCUMENT No. 337198

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

MAY 16 1961

at 45 Minutes past 2 o'clock P M.

Recorded in Book 80 of MORTGAGES

Page 367 Records of Washoe County, Nevada.

Fee: \$ 34.85c

DELLE B. BOYD, County Recorder

By Theris Brown Deputy

Index in Trust Needs

File No. 39257

RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.

November 20 A.D. 1963

At 37 minutes past 11 A M.

In Liber 1 of OFFICIAL Records

Page 498-510 Records of

EUREKA COUNTY, NEVADA

Theris A. Brown Recorder

By _____ Deputy

Fee \$ 39.50