

File No. 39934

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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

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**Ninth Supplemental Indenture**

*Dated as of June 1, 1964*

SUPPLEMENTING AND MODIFYING THE INDENTURE OF MORTGAGE

*Dated as of December 1, 1940*

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

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**THIS NINTH SUPPLEMENTAL INDENTURE** dated for convenience as of the first day of June, 1964, 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"), whose address is 220 South Virginia Street, Reno, Nevada, 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 eight Supplemental Indentures dated, respectively, as of August 1, 1947, April 1, 1948, October 1, 1952, November 1, 1954, November 1, 1956, April 1, 1958, May 1, 1961 and June 1, 1962 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 $3\frac{1}{4}\%$ , due December 1, 1970 .....	\$3,000,000
$2\frac{7}{8}\%$ Bonds of 1977 Series .....	975,000
$3\frac{1}{8}\%$ Bonds of 1978 Series .....	3,500,000
$3\frac{3}{8}\%$ Bonds of 1984 Series .....	4,000,000
$5\frac{1}{4}\%$ Bonds of 1986 Series .....	3,000,000
$4\frac{1}{2}\%$ Bonds of 1988 Series .....	3,000,000
5 % Bonds of 1991 Series .....	6,500,000
$4\frac{7}{8}\%$ Bonds of 1992 Series .....	5,000,000

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,  $4\frac{3}{4}\%$  Series due 1994, to be dated as of June 1, 1964 and to be due June 1, 1994 (hereinafter sometimes referred to as "Bonds of the 1994 Series") and has authorized the initial issue of Bonds of the 1994 Series in the principal amount of Seven Million Dollars (\$7,000,000) 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, (c) modifying any of the provisions of the Original Indenture, and (d) for any other purpose not inconsistent with the terms of the Original Indenture and which shall not impair the security of the same, or for the purpose of curing any ambiguity or curing, correcting or supplementing any defective or inconsistent provision contained therein; and

WHEREAS, the Company desires to execute this Ninth Supplemental Indenture and hereby requests the Trustees to join in this Ninth Supplemental Indenture for the purpose of describing the terms of the Bonds of the 1994 Series, subjecting to the lien of the Original Indenture, as supplemented and modified, or perfecting the lien thereof upon, additional properties acquired by the Company since the execution and delivery of the Original Indenture, and modifying certain provisions of the Original Indenture pursuant to §16.01(f) thereof (the Original Indenture, as heretofore supplemented and modified and as hereby supplemented and modified being herein sometimes called the "Indenture"); and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in order to secure equally and ratably the payment of the principal and interest of the Bonds issued under and secured by the Original Indenture, as heretofore supplemented and modified and hereby supplemented and modified, at any time outstanding, according to their tenor and effect, and the performance of all the covenants and conditions in the Indenture and in said Bonds contained, said Sierra Pacific Power Company for and in consideration of the premises and of the purchase and acceptance of said Bonds by the holders thereof, and of the sum of one dollar (\$1.00) and of other valuable consideration

to it duly paid by the Trustees at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents, and has granted, bargained, sold, conveyed, transferred, pledged, assigned, remised, released, mortgaged, set over and confirmed, and by these presents does grant, bargain, sell, convey, transfer, pledge, assign, remise, release, mortgage, set over and confirm, all of the property hereinafter described (except the property described in Part V hereof), which has been acquired by the Company since the execution and delivery by it of the Original 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 any wise incident or appertaining thereto:

#### WASHOE COUNTY, NEVADA

(1) The following described property situate in Washoe County, Nevada, which Robert L. Clayton and Florine I. Clayton conveyed to Sierra Pacific Power Company by deed dated July 30, 1962 and recorded in Book 641 of Deeds, Page 78, Records of Washoe County, Nevada:

A parcel of land situate in the West one-half ( $W\frac{1}{2}$ ) of the Southwest one-quarter ( $SW\frac{1}{4}$ ) of the Southwest one-quarter ( $SW\frac{1}{4}$ ) of Section 4, T19N R19E MDB&M, Washoe County, Nevada, described as follows:

Commencing at the South quarter corner of said Section 4;  
Thence North  $89^{\circ} 59' 41''$  West 1961.85 feet, more or less;  
Thence North  $0^{\circ} 47'$  West 550.10 feet more or less, to a point on the Northerly line of a roadway;  
Thence North  $67^{\circ} 22' 50''$  West 475.08 feet, more or less;  
Thence North  $89^{\circ} 13'$  West 200.0 feet more or less, to a point on the West line of said Section 4;



Thence North 0° 47' West 395.67 feet more or less, along the West line of said Section 4, to the true point of beginning, marked by an iron pin;

Thence North 0° 47' West 250.0 feet along the West line of said Section 4 to the Northwest corner of the Southwest one-quarter (SW $\frac{1}{4}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of said Section 4, marked by an iron pin;

Thence North 89° 38' East 435.6 feet more or less, to a point marked by an iron pin;

Thence South 0° 47' West 250.0 feet more or less, to a point marked by an iron pin;

Thence South 89° 38' West 435.6 feet more or less, to the place of beginning.

(2) The following described property situate in Washoe County, Nevada, which Pioneer Title Insurance Company of Nevada conveyed to Sierra Pacific Power Company by deed dated March 26, 1962 and recorded in Book 620 of Deeds, Page 665, Records of Washoe County, Nevada:

A parcel of land situate in the East one-half (E $\frac{1}{2}$ ) of Section 33, T20N R20E MDB&M, Washoe County, Nevada, described as follows:

From the South one-quarter corner of said Section 33, as established by R. F. Guinn in 1945, run North 0° 48' 01" East a distance of 1031.81 feet to the Northwest corner of the Mongolo Ranch;

Thence North 1° 15' 33" East a distance of 286.72 feet to the Southeast corner of the Curti Ranch;

Thence North 0° 33' 40" East a distance of 1602.94 feet;

Thence North 83° 10' 56" East a distance of 1322.43 feet;

Thence South 0° 13' 54" West a distance of 226.37 feet to the true point of beginning.

Thence South 0° 13' 54" West a distance of 170.49 feet to the Northern line of a future street;

Thence South 89° 28' 27" West along said Northern line of said street a distance of 253.39 feet;

Thence North 0° 31' 33" West a distance of 110.00 feet to the Southern line of future Lenwood Lane;

Thence North 89° 28' 27" East along said Southern line of said lane a distance of 10.16 feet;

Thence Northeasterly on the arc of a curve to the left with a radius of 151.66 feet, and tangent to the preceding course, central angle of  $69^{\circ} 59' 43''$ , an arc distance of 185.28 feet;

Thence South  $70^{\circ} 31' 16''$  East 114.90 feet to the true point of beginning.

Subject to an easement 10.0 feet in width West of, parallel to, and along the Eastern line of the herein-described tract of land for the future relocation thereon of a drainage ditch, said ditch now existing on the herein-described tract of land.

(3) The following described property situate in Washoe County, Nevada, which Gracian Irateabal and Grace M. Irateabal conveyed to Sierra Pacific Power Company by deed dated August 23, 1962 and recorded in Book 647 of Deeds, Page 149, Records of Washoe County, Nevada:

A parcel of land situate in the Southeast one-quarter ( $SE\frac{1}{4}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of Section 28, T20N R20E MDB&M, Washoe County, Nevada, described as follows:

Commencing at the East one-quarter ( $E\frac{1}{4}$ ) corner of said Section 28, T20N R20E MDB&M, and running;

Thence North  $89^{\circ} 00' 59''$  West 135.97 feet to a point on the Westerly line of the Orr Ditch, said point being the true point of beginning;

Thence North  $89^{\circ} 00' 59''$  West 1180.98 feet along the Southerly boundary of the Southeast one-quarter ( $SE\frac{1}{4}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of said Section 28, to the Southwest corner thereof;

Thence North  $0^{\circ} 25' 23''$  East 963.81 feet along the Westerly boundary of the Southeast one-quarter ( $SE\frac{1}{4}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of said Section 28, to a point;

Thence South  $89^{\circ} 00' 59''$  East 1031.40 feet to a point on the Westerly line of the Orr Ditch;

Thence along the Westerly line of the Orr Ditch the following described courses:

South	$5^{\circ} 11' 27''$	East	40.00 feet
South	$9^{\circ} 26' 18''$	West	61.70 feet
South	$36^{\circ} 37' 54''$	West	60.39 feet
South	$58^{\circ} 23' 42''$	West	74.00 feet
South	$33^{\circ} 43' 40''$	West	65.22 feet
South	$38^{\circ} 27' 49''$	West	112.63 feet
South	$59^{\circ} 09' 58''$	West	115.95 feet
South	$67^{\circ} 09' 17''$	West	165.64 feet

South 81° 17' 36" West 102.77 feet  
 South 48° 40' 15" West 74.25 feet  
 South 8° 42' 39" West 178.72 feet  
 South 13° 40' 03" West 174.95 feet  
 South 36° 49' 33" East 60.37 feet  
 North 85° 18' 36" East 345.50 feet  
 North 89° 09' 20" East 250.85 feet  
 South 68° 17' 31" East 157.01 feet  
 South 64° 14' 37" East 61.07 feet to the place of beginning, containing 14.992 acres, more or less, together with whatever rights the Grantors may have to the left bank of the Orr Ditch adjacent thereto.

(4) The following described property situate in Washoe County, Nevada, which George A. Probasco and Margaret Probasco and Harold J. Munley and Eleanor Munley conveyed to Sierra Pacific Power Company by deed dated October 23, 1962 and recorded in Book 656 of Deeds, Page 278, Records of Washoe County, Nevada:

A parcel of land situate in the Northeast one-quarter (NE $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 9, T19N R19E MDB&M, Washoe County, Nevada, described as follows:

Beginning at the Southeast corner of the Northeast one-quarter (NE $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of said Section 9;

Thence South 88° 04' 32" West a distance of 199.70 feet to the Easterly line of the Highland Ditch;

Thence the following courses and distances along the Highland Ditch to the intersection of said Easterly line of the Highland Ditch, with the Westerly line of the Faith Lutheran Church property as described in Deed No. 261980, dated July 22, 1956 and recorded in the office of the County Recorder, Washoe County, Nevada;

Thence North 3° 02' 47" East a distance of 155.29 feet;

Thence South 83° 09' 28" East a distance of 52.74 feet;

Thence North 46° 46' 32" East a distance of 139.40 feet;

Thence North 25° 06' 32" East a distance of 64.50 feet;

Thence North 56° 17' 43" East a distance of 16.32 feet to the Westerly line of said Faith Lutheran Church property;

Thence South 0° 43' 27" West a distance of 309.62 feet along a portion of the Westerly line of the Faith Lutheran Church property, having a recorded bearing of North 0° 16' 33" East, as taken from the recorded bearings of the Elmerest Subdivision, said line being the same as herein described as being the Westerly line of the Faith Lutheran Church property to the true point of beginning.



Containing 0.925 of an acre, more or less.

Excepting therefrom 0.261 of an acre dedicated to the City of Reno, County of Washoe, State of Nevada, for West Seventh Street.

(5) The following described property situate in Washoe County, Nevada, which John V. Lewis and James McBride conveyed to Sierra Pacific Power Company by deed dated December 19, 1962 and recorded in Book 662 of Deeds, Page 391, Records of Washoe County, Nevada:

A parcel of land situate in the Northeast one-quarter (NE $\frac{1}{4}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 35, T20N R19E MDB&M, described as follows:

Beginning at the Northwest corner of Lot 14, Block A, as shown on the official map of Prospect Hill Subdivision No. 1, filed in the office of the County Recorder of Washoe County, Nevada, on October 24, 1952;

Thence South along the West line of the Northeast one-quarter (NE $\frac{1}{4}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 35, T20N R19E MDB&M a distance of 793.98 feet;

Thence South 66° 46' East along the Northerly line of the Western Pacific Railroad right of way a distance of 216.55 feet to the most Westerly corner of parcel conveyed to O.E. LeCroy and S.A. LeCroy by deed recorded on March 8, 1951, under Document No. 193454, Washoe County, Nevada records;

Thence North 14° 34' East along the Westerly line of said parcel 420.0 feet;

Thence North 3° 39' East 85.24 feet to the Southeast corner of Lot 13, Block A, as shown on the map of said Subdivision;

Thence North 61° 48' West along the Southerly line of said Lot 13, 238.90 feet;

Thence North 19° 53' West along the Westerly line of Lot 14 in said Block A, 292.35 feet to the point of beginning, being an area of 3.6 acres more or less and situate in the Northeast one-quarter (NE $\frac{1}{4}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of said Section 35.

(6) The following described property situate in Washoe County, Nevada, which Charles H. Burke, Jr. and Alice K. Burke, conveyed to Sierra Pacific Power Company by deed dated January 21, 1963 and recorded in Book 665 of Deeds, Page 596, Records of Washoe County, Nevada;

A parcel of land situate in the Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northwest one-quarter (NW $\frac{1}{4}$ ) of Section 33, T20N R20E MDB&M, Washoe County, Nevada, described as follows:

Commencing at the Northwest corner of said Section 33;  
Thence North  $89^{\circ} 54' 31''$  East 673.92 feet to the true point of beginning;

Thence North  $89^{\circ} 54' 31''$  East along the Northerly boundary of said Section 33, 266.12 feet more or less, to a point on the Northerly right of way line of State Highway 33;

Thence along said right of way line South  $42^{\circ} 35' 13''$  West 323.62 feet;

Thence from a tangent that bears South  $55^{\circ} 42' 59''$  West along a curve concave to the Northwest having a radius of 770.0 feet through an angle of  $6^{\circ} 30' 41''$  a distance of 87.51 feet and having a chord which bears South  $58^{\circ} 58' 19''$  West 87.46 feet;

Thence North  $5^{\circ} 36' 58''$  East 284.29 feet to the true point of beginning. Said course designated as South  $5^{\circ} 26' 44''$  West 278.54 feet as described by deed in that certain real property as filed for record in the Official Records of Washoe County, Nevada, filing No. 350858.

(7) The following described property situate in Washoe County, Nevada, which William H. Caughlin, Syrene C. Cataldo, Anthony A. Cataldo, Elizabeth C. Donnelly and Roger J. Donnelly conveyed to Sierra Pacific Power Company by deed dated January 15, 1963 and recorded in Book 674 of Deeds, Page 149, Records of Washoe County, Nevada:

A parcel of land situate in the Northeast one-quarter ( $NE\frac{1}{4}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of Section 28, T19N R19E MDB&M, described as follows:

Beginning at a point in the Northeast one-quarter ( $NE\frac{1}{4}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of said Section 28, said point being marked by an iron pin, from which point the Northeast section corner of said Section 28 bears North  $40^{\circ} 15'$  East 645.0 feet more or less, and running;

Thence South  $89^{\circ} 24'$  West 295.0 feet more or less, to a point marked by an iron pin;

Thence South  $0^{\circ} 36'$  East 295.0 feet more or less, to a point marked by an iron pin;

Thence North  $89^{\circ} 24'$  East 295.0 feet more or less, to a point marked by an iron pin;

Thence North  $0^{\circ} 36'$  West 295.0 feet more or less, to the place of beginning.

Containing 1.997 acres more or less.

(8) The following described property situate in Washoe County, Nevada, which Wilbur D. May conveyed to Sierra Pacific Power Company by deed dated July 26, 1963 and recorded in Book 702 of Deeds, Page 180, Records of Washoe County, Nevada:

A parcel of land situate in the Northeast one-quarter (NE $\frac{1}{4}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 33, T19N R20E MDB&M, described as follows:

Beginning at a point on the Grantor's Northerly property line, from which point the West one-quarter Section corner of said Section 33, bears North 89° 59' 31" West a distance of 1313.16 feet more or less, and running;

Thence South 89° 59' 31" East 600.0 feet along the Grantor's Northerly property line to a point;

Thence South 0° 33' 15" West 700.0 feet;

Thence North 89° 59' 31" West 600.0 feet;

Thence North 0° 33' 15" East 700.0 feet to the true point of beginning, containing 9.64 acres more or less.

(9) The following described property situate in Washoe County, Nevada, which Elmer G. Jones, Alice M. Jones, Nancy Carol Brown, Charles William Jones and Bessie Anita Jones Ellis conveyed to Sierra Pacific Power Company by deed dated July 30, 1963 and recorded in Book 702 of Deeds, Page 368, Records of Washoe County, Nevada:

A parcel of land situate in the South one-half (S $\frac{1}{2}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 29, T19N R20E MDB&M, described as follows:

Beginning at a point 25.0 feet North of the so-called Stewart Fence, a common boundary line as described by Stipulation recorded January 5, 1962, Book 31, Page 389, File No. 350900, Decrees of Court, from which point the Southeast corner of Section 29, T19N R20E MDB&M bears South 21° 22' 34" East 3686.40 feet and running;

Thence South 89° 58' 08" West 208.70 feet paralleling more or less, said Stewart Fence, to a point;

Thence North 20° 20' 38" East 222.63 feet;

Thence North 89° 58' 08" East 208.70 feet;

Thence South 20° 20' 38" West 222.63 feet to the point of beginning, containing one acre more or less.

(10) The following described property situate in Washoe County, Nevada, which Ceasar J. Gaspari and Juliette Gaspari, and Angela S.

Ballardini and Julius A. Ballardini conveyed to Sierra Pacific Power Company by deed dated October 23, 1963 and recorded in Book 713 of Deeds, Page 271, Records of Washoe County, Nevada:

A parcel of land situate in the Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northwest one-quarter (NW $\frac{1}{4}$ ) of Section 34, T19N R19E MDB&M, described as follows:

Beginning at the Northwest Section corner of Section 34, T19N R19E MDB&M, and running;

Thence North 87° 18' East along the Section line a distance of 545.0 feet;

Thence South 2° 42' East 318.0 feet;

Thence South 87° 18' West 553.83 feet to a point on the Section line;

Thence North 1° 06' 34" West along the Section line a distance of 318.12 feet to the true point of beginning, containing 4.011 acres.

(11) The following described property situate in Washoe County, Nevada, which Reno Foothills Development Company conveyed to Sierra Pacific Power Company by deed dated November 19, 1963 and recorded in Book 723 of Deeds, Page 98, Records of Washoe County, Nevada:

All of Lot 1 of Reno Foothills Subdivision Unit No. 1, filed for record at the Washoe County Court House, Washoe County, Nevada, on September 23, 1963.

(12) The following described property situate in Washoe County, Nevada, which Raymond I. Smith and I. H. Smith conveyed to Sierra Pacific Power Company by deed dated December 2, 1963, and recorded in Book 723 of Deeds, Page 71, Records of Washoe County, Nevada:

Parcel #1:

A parcel of land situate in the Southeast one-quarter (SE $\frac{1}{4}$ ) of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 27, T20N R19E MDB&M, described as follows:

Beginning at a point, from which point the Southeast corner of said Section 27 bears North 89° 20' East 1019.02 feet and running;

Thence South 89° 20' West 300.0 feet;

Thence North 0° 40' West 435.0 feet;

Thence North 89° 20' East 300.0 feet;

Thence South 0° 40' East 435.0 feet to the point of beginning, containing 2.996 acres.



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## Parcel #2:

A parcel of land situate in the Northwest one-quarter (NW $\frac{1}{4}$ ) of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 27, T20N R19E MDB&M, described as follows:

Beginning at the Southwest corner of the herein-described parcel, from which point the South one-quarter (S $\frac{1}{4}$ ) corner of said Section 27 bears South 0° 00' 32" East 1658.22 feet and running;

Thence North 0° 00' 32" West 330.0 feet;

Thence North 89° 59' 28" East 330.0 feet;

Thence South 0° 00' 32" East 330.0 feet;

Thence South 89° 59' 28" West 330.0 feet to the true point of beginning, containing 2.5 acres.

(13) The following described property in Washoe County, Nevada, which Steven Landa and Marcelino Landa conveyed to Sierra Pacific Power Company by deed dated February 20, 1964 and recorded in Book 738 of Deeds, Page 198, Records of Washoe County, Nevada:

A parcel of land situate in the Southeast one-quarter (SE $\frac{1}{4}$ ) of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 33, T20N R19E MDB&M, more particularly described as follows:

Beginning at a point on the East line of said Section 33, from which point the Southeast corner of said Section 33 bears South 0° 03' East 885.65 feet;

Thence North 89° 57' West 500.0 feet;

Thence North 0° 03' East 400.0 feet;

Thence South 89° 57' East 500.0 feet to a point on the East line of said Section 33;

Thence South 0° 03' West 400.0 feet to the point of beginning, containing 4.5913 acres.

## LANDER COUNTY, NEVADA

(1) The following described property situate in Lander County, Nevada, which Margaret E. Broyles conveyed to Sierra Pacific Power Company by deed dated July 15, 1963 and recorded in Book 1 of Official Records, Page 40, Records of Lander County, Nevada:

A parcel of land situate in the Southwest one-quarter (SW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 18, T32N R45E MDB&M, described as follows:

## Parcel #1:

Beginning at a point on the Southerly boundary of the Southwest one-quarter (SW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of said Section 18, said point being marked by a  $\frac{1}{2}$ " iron pipe, said  $\frac{1}{2}$ " iron pipe being the Southwest corner of Sierra Pacific Power Company property, from which point the Southeast corner of the Southwest one-quarter (SW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of said Section 18 bears North 89° 53' East 300.0 feet more or less, and running;

Thence South 89° 53' West 150.0 feet to a point;

Thence North 0° 07' West 250.5 feet to a point;

Thence North 89° 53' East 150.0 feet to a point marked by a  $\frac{1}{2}$ " iron pipe, said  $\frac{1}{2}$ " iron pipe being the Northwest corner of Sierra Pacific Power Company property;

Thence South 0° 07' East 250.5 feet along the Westerly boundary of said Sierra Pacific Power Company property to the place of beginning, containing 0.862 of an acre more or less.

## Parcel #2:

Commencing at the aforesaid point of beginning, said point of beginning being the Southwest corner of said Sierra Pacific Power Company property, from which point the Southeast corner of the Southwest one-quarter (SW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of said Section 18 bears North 89° 53' East 300.0 feet more or less, and running;

Thence North 0° 07' West 250.5 feet more or less, along the Westerly boundary of said Sierra Pacific Power Company property to the true point of beginning, said point of beginning being marked by a  $\frac{1}{2}$ " iron pipe;

Thence North 89° 53' East 275.0 feet more or less, along the Northerly boundary of Sierra Pacific Power Company property to a point marked by a  $\frac{1}{2}$ " iron pipe;

Thence North 0° 07' West 100.0 feet to a point;

Thence South 89° 53' West 275.0 feet to a point;

Thence South 0° 07' East 100.0 feet to the place of beginning, containing 0.631 of an acre more or less.

(2) The following described property situate in Lander County, Nevada, which Silverado Corporation conveyed to Sierra Pacific Power Company by deed dated March 1, 1963 and recorded in Book 69 of Deeds, Page 360, Records of Lander County, Nevada:

The Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northwest one-quarter (NW $\frac{1}{4}$ ) of Section 11, T31N R45E 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 any wise incident or appertaining thereto:

**PLACER COUNTY, CALIFORNIA**

(1) The following described property situate in Placer County, California, which Ira C. Holloman and Ellen A. Holloman conveyed to Sierra Pacific Power Company by deed dated May 21, 1962 and recorded in Volume 919, Page 322 of Official Records of Placer County, California.

Lot 9, Block Y, Brockway Vista, as shown on the map thereof filed in Book D of Maps at Pages 16, et seq., Placer County, California.

**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, Eureka, Humboldt, Lander, Lyon, Mineral, 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 and modified), all lands, rights of way, water and riparian rights and all interests therein, dams and dam sites, gas and electric light, heat and power plants and systems, water and/or water-works plants and systems, plants, manufactories, power houses, substations, garages, sheds, warehouses, repair shops, storage houses, buildings, tunnels, bridges, distribution and transmission lines, pipe lines, conduits, towers, poles, wires, cables and all other structures, machinery, engines, boilers, dynamos, electric machines, regulators, meters, transformers, generators, motors, electric and mechanical appliances, and other equipment of every description; and also all accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements hereafter made, constructed or acquired by the Company to, of or upon any or all of the properties, equipment, systems and/or plants, and/or property used thereby or useful therefor or incidental thereto or connected therewith; and the reversions, reservations and remainders and all the estate, right, title, interest, possession, claim and demand of every nature and description whatsoever of the Company, as well at law as in equity, of, in and to the same and every part and parcel thereof.

#### **PART IV.**

##### **Income.**

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

#### **PART V.**

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

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:

#### WASHOE COUNTY, NEVADA

(1) The following described property situate in Washoe County, Nevada, which Camille L'Ecuier Carey and Antoinette L'Ecuier Platt conveyed to Sierra Pacific Power Company by deed dated January 20, 1961, recorded in Book 572 of Deeds at Page 150, Records of Washoe County, Nevada:

The Southeast one-quarter (SE $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) of Section 30, T19N R18E MDB&M, containing 40 acres, more or less:

Excepting therefrom that portion of said Southeast one-quarter (SE $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ) conveyed to the State of Nevada, on relation to its Department of Highways together with abutter's rights, including access rights appurtenant to the lands herein conveyed in and to Interstate Route 80, said exception being more fully described by metes and bounds in the deed above referred to and containing 7.0 acres, more or less.

#### LYON COUNTY, NEVADA

(1) The following described property known as the Bolster Ranch, situate in Lyon County, Nevada, which Paul Fitting and Elizabeth B. Fitting conveyed to Sierra Pacific Power Company by deed dated December 6, 1963 and recorded in Book 46 of Deeds, Page 402, Records of Lyon County, Nevada:

Parcel #1:

T15N R25E MDB&M, described as follows:

The Southeast one-quarter (SE $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ); the Northeast one-quarter (NE $\frac{1}{4}$ ) of the Southeast one-quarter (SE $\frac{1}{4}$ ); and the South one-half (S $\frac{1}{2}$ ) of the Southeast one-quarter (SE $\frac{1}{4}$ ) of Section 22:

The Southeast one-quarter (SE $\frac{1}{4}$ ); the South one-half (S $\frac{1}{2}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 23:

The Southwest one-quarter (SW $\frac{1}{4}$ ) of Section 24:

The Northwest one-quarter (NW $\frac{1}{4}$ ) and all that portion of the Northwest one-quarter (NW $\frac{1}{4}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) lying North of the right of way of the Southern Pacific Railroad of Section 25:

The Southwest one-quarter ( $SW\frac{1}{4}$ ); the East one-half ( $E\frac{1}{2}$ ) of the Southeast one-quarter ( $SE\frac{1}{4}$ ); all that portion of the Northeast one-quarter ( $NE\frac{1}{4}$ ); the Northwest one-quarter ( $NW\frac{1}{4}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ) and the Southwest one-quarter ( $SW\frac{1}{4}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ); lying North of the right of way of Southern Pacific Railroad of Section 26:

The Southeast one-quarter ( $SE\frac{1}{4}$ ); South one-half ( $S\frac{1}{2}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ); all that portion of the North one-half ( $N\frac{1}{2}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) lying North of the right of way of the Southern Pacific Railroad of Section 27.

T14N R25E MDB&M, described as follows:

The East one-half ( $E\frac{1}{2}$ ) of the East one-half ( $E\frac{1}{2}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ); the East one-half ( $E\frac{1}{2}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of the Southeast one-quarter ( $SE\frac{1}{4}$ ); the Southeast one-quarter ( $SE\frac{1}{4}$ ) of the Southeast one-quarter ( $SE\frac{1}{4}$ ) of Section 11:

The Southeast one-quarter ( $SE\frac{1}{4}$ ); the South one-half ( $S\frac{1}{2}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ); the Northeast one-quarter ( $NE\frac{1}{4}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of Section 14:

All those portions of Sections 1, 12, 13, 24; and the North one-half ( $N\frac{1}{2}$ ) of Section 25, T14N R25E MDB&M, and the West one-half ( $W\frac{1}{2}$ ) of Section 18, T14N R26E MDB&M; the Northwest one-quarter ( $NW\frac{1}{4}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ) of Section 31, T15N R26E MDB&M lying West of the following described line:

Beginning at a point on the North line of Section 31, T15N R26E MDB&M, which lies East along a County Road and County Road extended 4189.0 feet from the Northwest corner of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ) of Section 36, T14N R25E MDB&M, said point is further identified as being 229.0 feet more or less, East of the Northwest corner of Section 31, T15N R26E MDB&M, and from which point of beginning a line bears North 454.0 feet to the center line of the Railroad track of the Southern Pacific Railroad;

Thence along the present division line and fence as follows:

South 27° 56' West 1897.0 feet;  
 South 12° 50' West 857.0 feet;  
 South 29° 07' West 893.8 feet;  
 South 14° 25' West 395.9 feet;  
 South 3° 05' West 5098.3 feet;  
 South 13° 31' East 546.6 feet;  
 South 1° 19' West 475.6 feet;  
 South 1° 23' West 3537.1 feet;  
 South 1° 25' West 1594.3 feet;  
 South 1° 31' West 1049.7 feet;

Thence North 88° 07' East 1060.9 feet to the Northeast corner of Section 13, T14N R25E MDB&M, and running;

Thence along the division line on which division fence will be constructed, as follows:

South 18° 49' East 918.2 feet;  
 South 7° 27' East 1071.0 feet;  
 South 19° 32' West 838.0 feet;  
 South 22° 25' West 1331.0 feet;  
 South 34° 25' West 2030.5 feet;  
 South 24° 59' West 1037.0 feet;  
 South 24° 31' West 471.2 feet;  
 South 64° 19' West 205.0 feet;  
 South 68° 22' West 286.2 feet;  
 South 7° 37' East 245.5 feet;  
 South 7° 00' West 1215.3 feet;  
 South 37° 49' West 210.5 feet;  
 South 1° 55' East 308.2 feet;  
 South 57° 11' East 299.0 feet;  
 South 23° 00' East 253.0 feet;  
 South 58° 09' East 247.0 feet;  
 North 76° 49' East 176.0 feet;  
 South 81° 27' East 199.0 feet;  
 South 48° 44' East 251.7 feet;  
 South 6° 04' East 798.4 feet;  
 South 4° 00' West 611.1 feet;  
 South 23° 04' East 121.2 feet;  
 South 2° 54' East 253.0 feet;  
 South 6° 26' West 216.7 feet;  
 South 53° 05' East 269.0 feet;  
 South 5° 55' East 142.3 feet;  
 South 14° 53' West 262.1 feet;  
 South 58° 14' West 207.5 feet;  
 South 76° 18' West 215.7 feet;  
 South 82° 33' West 249.5 feet;  
 South 1° 48' East 242.3 feet;  
 South 19° 57' West 733.0 feet to the East and West center line of Section 25, T14N R25E MDB&M.

Parcel #2:

T15N R25E MDB&M, described as follows:

The South one-half (S½) of the Southwest one-quarter (SW¼); all that portion of the Northwest one-quarter (NW¼) of the Southwest one-quarter (SW¼) lying South of the right of way of Southern Pacific Railroad of Section 25:

All those portions of the South one-half ( $S\frac{1}{2}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ) and the Southwest one-quarter ( $SW\frac{1}{4}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) and the East one-half ( $E\frac{1}{2}$ ) of the Southeast one-quarter ( $SE\frac{1}{4}$ ) lying South of the right of way of the Southern Pacific Railroad of Section 26;

All that portion of the North one-half ( $N\frac{1}{2}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) lying South of the right of way of the Southern Pacific Railroad of Section 27;

The East one-half ( $E\frac{1}{2}$ ) and the East one-half ( $E\frac{1}{2}$ ) of the West one-half ( $W\frac{1}{2}$ ) of Section 35;

All West of the division line described in Parcel No. 1 above of Section 36.

T14N R25E MDB&M, described as follows:

The Northeast one-quarter ( $NE\frac{1}{4}$ ) and the East one-half ( $E\frac{1}{2}$ ) of the Northwest one-quarter ( $NW\frac{1}{4}$ ) of Section 2.

Parcel #3:

T15N R25E MDB&M, described as follows:

All that portion of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of the Southwest one-quarter ( $SW\frac{1}{4}$ ) and all that portion of the South one-half ( $S\frac{1}{2}$ ) of the Southeast one-quarter ( $SE\frac{1}{4}$ ) and all that portion of the Northwest one-quarter ( $NW\frac{1}{4}$ ) of the Southeast one-quarter ( $SE\frac{1}{4}$ ) lying South of the right of way of Southern Pacific Railroad of Section 25;

The West one-half ( $W\frac{1}{2}$ ) of the Southeast one-quarter ( $SE\frac{1}{4}$ ); that portion of the Southeast one-quarter ( $SE\frac{1}{4}$ ) of the Northeast one-quarter ( $NE\frac{1}{4}$ ) lying South of the right of way of Southern Pacific Railroad and that portion of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of the Southeast one-quarter ( $SE\frac{1}{4}$ ), lying North of the right of way of the Southern Pacific Railroad of Section 26.

T15N R26E MDB&M, described as follows:

All that portion of the Southwest one-quarter ( $SW\frac{1}{4}$ ) of the Southwest one-quarter ( $SW\frac{1}{4}$ ) lying South of the right of way of the Southern Pacific Railroad and West of division fence of Section 30.

State of California—

#### SIERRA COUNTY, CALIFORNIA

(1) The following described property situate in Sierra County, California, which the State of California, acting through its Director of Public Works, conveyed to Sierra Pacific Power Company by deed



dated February 2, 1961, recorded in Book 27 at Page 61, Official Records of Sierra County, California:

All those certain parcels of land in Section 6, T18N R18E MDB&M, acquired by the State of California by deed dated April 11, 1956, recorded July 2, 1956 in Volume 14 at Page 157, Official Records of Sierra County, California.

Excepting therefrom all that part thereof lying within the boundary lines of Interstate Highway 80.

The land hereby conveyed contains 150.5 acres, more or less;

(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 and modified, 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 1994 Series.

§1.01. *Establishment of Bonds of the 1994 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, 4¾% Series due 1994" (herein sometimes referred to as "Bonds of the 1994 Series").

§1.02. *Terms of Bonds of the 1994 Series.* The Bonds of the 1994 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 1994 Series so registered.

The registered Bonds of the 1994 Series shall be dated as of the date of authentication thereof and shall bear interest from June 1, 1964, 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 1994 Series shall be dated as of June 1, 1964 and shall bear interest from said date. All Bonds of the 1994 Series shall be due on June 1, 1994 and shall bear interest at the rate of four and three-quarters per centum ( $4\frac{3}{4}\%$ ) per annum, to be paid semi-annually on the first day of June and on the first day of December 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.

The signatures of any officer or officers of the Company executing any Bond of the 1994 Series or attesting the corporate seal thereon may be facsimiles, engraved or printed.

Definitive coupon Bonds of the 1994 Series may be issued in the denomination of One Thousand Dollars (\$1,000) each, numbered MH1 consecutively upward.

Definitive registered Bonds of the 1994 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 1994 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 1994 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 1994 Series.

§1.03. *Redemption Provisions for Bonds of the 1994 Series.* The Bonds of the 1994 Series shall be subject to redemption prior to maturity as a whole at any time or in part from time to time,

(a) at the option of the Company upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth under the heading "Regular Redemption Price" in the tabulation in the forms of the Bonds of the 1994 Series set forth in §1.06 of this Ninth Supplemental Indenture; and

(b) either (i) through operation of the sinking and improvement fund for the Bonds of the 1994 Series provided for in §1.04 of this Ninth 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 so published, and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper so published, and of general circulation in each of the other city or cities, if any, where interest on the Bonds of the 1994 Series shall at the time be payable; provided that if all of the Bonds of the 1994 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 1994 Series.* As a sinking and improvement fund for the benefit of the Bonds of the 1994 Series, the Company covenants that it will, subject to the provisions hereinafter set forth in this Section, on or before May 31 in each year, beginning with the year 1966 and continuing to and including the year 1993, 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 1994 Series theretofore outstanding at any one time prior to April 15 next preceding such May 31, after deducting from said greatest aggregate principal amount the sum of the following (a) the aggregate principal amount of Bonds of the 1994 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 1994 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 1994 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 1994 Series shall remain outstanding, upon compliance with the provisions set forth below in this §1.04, the right to use for any purpose under the Indenture (i) a net amount of additional property established by additional property certificates filed with the Trustee pursuant to §3.04 (B) of the Original Indenture, not theretofore funded, and equal to  $10/6$ ths of a principal amount of Bonds issuable pursuant to said §3.04 and/or (ii) Bonds retired as evidenced to the Trustee pursuant to §3.05 (B) of the Original Indenture, and not theretofore funded, which net amount of additional property referred to in (i) above and 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 1994 Series remain outstanding, provided that when no Bonds of the 1994 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 1994 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 Ninth Supplemental Indenture in anticipation of the current sinking fund payment; and

(d) redeeming Bonds of the 1994 Series, not theretofore funded, at any time at the Regular Redemption Price provided for in §1.03 of this Ninth Supplemental Indenture in anticipation of future sinking fund payments.

Bonds of the 1994 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 1994 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 April 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 1994 Series delivered to the Trustee and credited against any sinking fund payment for such series and all such Bonds redeemed by operation of, or the redemption of which has been made the basis of a credit against, and Bonds of any series the right to the authentication of which, and net amount of additional property the use of which, has been relinquished as a basis 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 1994 Series are outstanding.

Forthwith after the April 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 1994 Series, in the manner provided in Article 4 of the Original Indenture, a principal amount of Bonds of the 1994 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 Ninth Supplemental Indenture of the redemption for the sinking and improvement fund on the then next ensuing June 1 of the Bonds so selected. On or before the sinking fund payment date next preceding such June 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 1994 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 1994 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 1994 Series and any other expense of operation of such fund, the intention being that such fund shall not be charged for interest, premium and such expenses.

**§1.05. Restrictions on Payment of Dividends on Common Stock.** The Company will not (a) declare or pay any dividend (other than dividends payable in common stock of the Company) on or make any other distribution in respect of any shares of the common stock of the Company, or (b) purchase, redeem, retire or otherwise acquire for a consideration (other than in exchange for or from the proceeds of other shares of capital stock of the Company) any shares of capital stock of the Company of any class, except to the extent required to comply with any sinking or purchase fund which may now exist or hereafter be established for any class of Preferred Stock of the Company, if the aggregate amount so declared, paid, distributed or expended after December 31, 1961 would exceed the aggregate amount of the net income of the Company available for dividends on its common stock accumulated after December 31, 1961, plus the sum of \$1,900,000.

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, 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, 1962.

§1.06. *Forms of Bonds of the 1994 Series.* The coupon Bonds of the 1994 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 1994 SERIES]

No. MH

\$1000

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine  
First Mortgage Bond, 4¾% Series due 1994  
Due June 1, 1994

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 as to principal, to the registered owner hereof, One Thousand Dollars on June 1, 1994, and to pay interest thereon from June 1, 1964, at the rate of four and three-quarters per centum (4¾%) per annum, semi-annually on the first day of June and on the first day of December 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 4¾% Series due 1994 (herein sometimes referred to as the "Bonds of the 1994 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, by the Second Supplemental Indenture, dated as of April 1, 1948, and by the Ninth Supplemental Indenture, dated as of June 1, 1964, and as supplemented by all other indentures supplemental thereto, 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 1994 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 Ninth 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 June 1	Regular Redemption Price %	Special Redemption Price %	12 Months' Period Beginning June 1	Regular Redemption Price %	Special Redemption Price %
1964	106.36	101.61	1979	103.07	101.08
1965	106.14	101.59	1980	102.86	101.02
1966	105.92	101.56	1981	102.64	100.97
1967	105.71	101.53	1982	102.42	100.92
1968	105.49	101.50	1983	102.20	100.86
1969	105.27	101.47	1984	101.98	100.80
1970	105.05	101.44	1985	101.76	100.73
1971	104.83	101.41	1986	101.54	100.67
1972	104.61	101.37	1987	101.32	100.60
1973	104.39	101.34	1988	101.10	100.52
1974	104.17	101.30	1989	100.88	100.45
1975	103.95	101.26	1990	100.66	100.37
1976	103.73	101.21	1991	100.44	100.28
1977	103.51	101.17	1992	100.22	100.19
1978	103.29	101.12	1993	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 so published, and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper so 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 Ninth 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 the manual or facsimile signature of its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be hereunto affixed and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries, and has likewise caused the annexed coupons to be authenticated by the facsimile signature of its Treasurer, all as of the first day of June, 1964.

SIERRA PACIFIC POWER COMPANY,

By .....  
President.

Attest:

.....  
Secretary.

## [GENERAL FORM OF THE BONDS OF 1994 SERIES INTEREST COUPON]

\$23.75

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, 4¾% Series due 1994, No. MH \_\_\_\_\_ unless said bond shall have been duly called for previous redemption and payment duly provided therefor.

.....  
Treasurer.

## [FORM OF REGISTERED BOND WITHOUT COUPONS OF 1994 SERIES]

No. RH

\$

## SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Maine

First Mortgage Bond, 4¾% Series due 1994

Due June 1, 1994

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 \_\_\_\_\_ Dollars on June 1, 1994, and to pay to the registered owner hereof interest thereon from June 1, 1964, 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 four and three-quarters per centum (4¾%) per annum, semi-annually on the first day of June and on the first day of December 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 4¾% Series due 1994 (herein sometimes referred to as the "Bonds of the 1994 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, by the Second Supplemental Indenture, dated as of April 1, 1948, and by the Ninth Supplemental Indenture, dated as of June 1, 1964, and as supplemented by all other indentures supplemental thereto, 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 1994 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 Ninth 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 June 1	Regular Redemption Price %	Special Redemption Price %	12 Months' Period Beginning June 1	Regular Redemption Price %	Special Redemption Price %
1964	106.36	101.61	1979	103.07	101.08
1965	106.14	101.59	1980	102.86	101.02
1966	105.92	101.56	1981	102.64	100.97
1967	105.71	101.53	1982	102.42	100.92
1968	105.49	101.50	1983	102.20	100.86
1969	105.27	101.47	1984	101.98	100.80
1970	105.05	101.44	1985	101.76	100.73
1971	104.83	101.41	1986	101.54	100.67
1972	104.61	101.37	1987	101.32	100.60
1973	104.39	101.34	1988	101.10	100.52
1974	104.17	101.30	1989	100.88	100.45
1975	103.95	101.26	1990	100.66	100.37
1976	103.73	101.21	1991	100.44	100.28
1977	103.51	101.17	1992	100.22	100.19
1978	103.29	101.12	1993	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 so published, and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper so 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 Ninth 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 the manual or facsimile signature of its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be hereunto affixed and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries, all as of

SIERRA PACIFIC POWER COMPANY,

By.....  
*President.*

Attest:

.....  
*Secretary.*

[FORM OF AUTHENTICATION CERTIFICATE FOR ALL BONDS]

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

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 1994 Series are outstanding.



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

§2.01. §1.01(p) of the Original Indenture is hereby modified (such modification to become effective only in accordance with §2.03 of this Ninth Supplemental Indenture) (1) by striking out the words "(except as provided below)" where they appear in the first paragraph thereof, (2) by adding at the end of said first paragraph a definition of the term "gas system", and (3) by striking out in its entirety the second paragraph thereof, so that said §1.01(p) as so modified will read in its entirety as follows:

"(p) the term "public utility property" shall mean any property (including franchises, permits and any similar rights) now owned or hereafter acquired by the Company which is used or useful to it in the business of furnishing electricity, water or gas, or in any other business which is incidental thereto or is operated in connection therewith, including (without limiting the generality of the foregoing) all properties necessary or appropriate for purchasing, storing, generating, manufacturing, utilizing, transmitting, supplying, distributing and/or disposing of all or any part of the foregoing; provided that such property shall be property which the Company, under its charter and the laws of the State or States wherein such property shall be situated, shall be lawfully authorized to own and use in the business in connection with which such property is used or to be used by it; and the term "gas system" shall mean the Company's gas system in the Cities of Reno and Sparks, Nevada existing at October 31, 1940 and any accessions, additions, improvements and betterments made solely thereto."

§2.02. The Original Indenture is hereby further modified (1) by deleting in its entirety §5.16 thereof and (2) by renumbering §5.17 thereof by changing its Section number to 5.16, such modifications to become effective only in accordance with §2.03 of this Ninth Supplemental Indenture.

§2.03. The modifications of the Original Indenture set forth in §§2.01 and 2.02 of this Ninth Supplemental Indenture shall become effective without any approval or consent of the holders of any Bonds of the 1994 Series or of any series of Bonds issued after the date of this Ninth Supplemental Indenture only (a) when all First Mortgage

Bonds, Series A 3¼%, due December 1, 1970, all Bonds of the 1977 Series, all Bonds of the 1978 Series, all Bonds of the 1984 Series, all Bonds of the 1986 Series, all Bonds of the 1988 Series, all Bonds of the 1991 Series, and all Bonds of the 1992 Series have ceased to be outstanding or (b) when a supplemental indenture for the purpose of making such modifications (or either of them) effective shall have been executed by the Company and the Trustees with the consent of the holders of not less than seventy-five percentum (75%) in principal amount of the Bonds at the time outstanding (excluding the Bonds of the 1994 Series and each series of Bonds issued after the date of this Ninth Supplemental Indenture) or their attorney-in-fact duly authorized and otherwise in compliance with Article 12 of the Original Indenture. For the purposes of all action taken and documents delivered or filed after the effective date of said modification of §1.01(p) pursuant to any provisions of the Indenture as at the time supplemented and modified, including without limitation all computations and statements of net earnings, of retirements and of cost, fair value and amount of additional property, all property which shall be "public utility property" under the definition of that term in said §1.01(p) as so modified shall be regarded as if it had been "public utility property" at all times at and after the time when it was acquired or constructed by the Company or was charged to the Company's fixed property accounts; it being intended (without limiting the generality of the foregoing) that after the effective date of said modification all portions of the gas system (as defined in said §1.01(p) as so modified) which at any time after October 31, 1940 would have qualified for use as additional property for any purpose under the Indenture shall be so usable (even if retired prior to such use) at a net amount calculated with appropriate effect given to all retirements of the property so being used and any credit for substitution in connection therewith.

### **ARTICLE 3.**

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

§3.01. The total aggregate principal amount of First Mortgage Bonds of the Company issued and outstanding and presently to be

issued and outstanding under the provisions of and secured by the Indenture will be Thirty-five Million Nine Hundred Seventy-five Thousand Dollars (\$35,975,000), namely, Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, Series A  $3\frac{1}{4}\%$ , due December 1, 1970, now issued and outstanding, 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, Six Million Five Hundred Thousand Dollars (\$6,500,000) principal amount of First Mortgage Bonds,  $5\%$  Series due 1991, now issued and outstanding, Five Million Dollars (\$5,000,000) principal amount of First Mortgage Bonds,  $4\frac{7}{8}\%$  Series due 1992, now issued and outstanding, and Seven Million Dollars (\$7,000,000) principal amount of First Mortgage Bonds,  $4\frac{3}{4}\%$  Series due 1994, 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 4.

##### Miscellaneous.

§4.01. 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 except as hereby modified, the Original Indenture as so supplemented and modified is hereby confirmed. All terms used in this Ninth 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.

§4.02. All recitals in this Supplemental Indenture are made by the Company only and not by the Trustees; and all of the provisions contained in the Original Indenture, as 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.

§4.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference as of June 1, 1964, the actual date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgments hereto annexed.

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

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

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused this Ninth 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 Ninth 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 Assistant Cashiers; 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

John A. Moir  
Vice President.

Attest:

George E. H. Shaw  
Assistant Secretary.

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

Winston King, Jr.  
Clifford W. Kelly

NEW ENGLAND MERCHANTS NATIONAL BANK OF BOSTON,

By

Fletcher C. Chamberlin  
Vice President.

Attest:

W. C. Lee  
Assistant Cashier.

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

Winston King, Jr.  
Clifford W. Kelly

Fletcher C. Chamberlin  
FLETCHER C. CHAMBERLIN

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

Winston King, Jr.  
Clifford W. Kelly

SEAL  
Affixed

SEAL  
Affixed

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

On this 25th day of June, 1964, before me appeared JOHN A. MOM 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 JOHN A. MOM 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.

SEAL  
Affixed

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

On this 25th day of June, 1964, before me appeared J. O. WILSON and D. W. REED, to me personally known, who being by me duly sworn did say that they are a Vice President and an Assistant Cashier, 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 D. W. REED 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.

SEAL  
Affixed

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

On this 25th day of June, 1964, 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.

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

On this 25th day of June, A.D., 1964, 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.

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

On this 25th day of June, A.D., 1964, 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.

SEAL  
Affixed

Robert P. Moncreiff  
ROBERT P. MONCREIFF, Notary Public  
My commission expires August 20, 1966.

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

On this 25th day of June, A.D., 1964, 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.

SEAL  
Affixed

SEAL  
Affixed



44 05

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

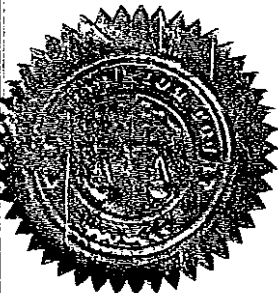
before whom the annexed affidavit, proof or acknowledgment was taken and subscribed, is a NOTARY PUBLIC

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 25th day of JUNE A. D. 1964.

*Thomas Dorgan*  
Clerk.



Form 132 7-63--4,000

FILE NO. 39934

Filed for record at the request of Sierra Pacific Power Co  
June 29, 1964, at 35 minutes past 8 A. M. Recorded in  
 Book 4 of Official Records, page 320-368, Records of EUREKA  
 COUNTY, NEVADA.  
 Fee: \$ 44 05

*William A. McTavol*, Recorder.