
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.

Tenth Supplemental Indenture

Dated as of March 31, 1965.

Relating to the succession of Sierra Pacific Power Company,
a Nevada Corporation, to
Sierra Pacific Power Company,
a Maine Corporation, and the
Assumption by the Successor Corporation of the
Covenants and Obligations of its Predecessor.

Supplemental to Indenture of Mortgage dated as of December 1, 1940,
as supplemented and modified.

This is a Security Agreement covering personal property as well as
other property real and/or personal.

THIS TENTH SUPPLEMENTAL INDENTURE dated as of the Thirty-first day of March, 1965, by and between **SIERRA PACIFIC POWER COMPANY**, as Debtor (its Federal tax number being 88-0044418), a corporation duly organized and existing under the laws of the State of Nevada (hereinafter sometimes called "Sierra Nevada"), whose mailing address and address of its chief place of business 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 chief place of business at 28 State Street, Boston, Massachusetts, as Trustee and Secured Party (its Federal tax number being 04-2274939) and **FLETCHER C. CHAMBERLIN**, as Co-Trustee and Secured Party (whose Social Security number is 018-18-5317 and whose residence address is 52 Brush Hill Road, Sherborn, Massachusetts) the mailing address of each of whom is 28 State Street, Boston, Massachusetts (both of whom are hereinafter sometimes called the "Trustees"), parties of the second part.

WHEREAS, 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 called 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 nine 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, June 1, 1962 and June 1, 1964 supplementing and/or modifying the Original Indenture (the Original Indenture as heretofore supplemented and modified and as hereby supplemented being herein sometimes called the "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:

| Title | Issued and Outstanding |
|--|------------------------|
| Series A Bonds $3\frac{1}{4}\%$, due December 1, 1970 | \$3,000,000 |
| $2\frac{3}{8}\%$ 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 |
| $4\frac{3}{4}\%$ Bonds of 1994 Series | 7,000,000 |

WHEREAS, the Company entered into a Joint Agreement of Merger with Sierra Nevada, dated February 16, 1965, pursuant to which agreement

the Company was merged into Sierra Nevada, which, by change of name, became Sierra Pacific Power Company, upon such terms as in no respect impair the lien and security of the Indenture or any of the rights or powers of the Trustees, or either of them, or of the bondholders thereunder; and

WHEREAS, Sierra Nevada desires to execute and deliver this Tenth Supplemental Indenture for the purpose of evidencing the succession of Sierra Nevada to the Company and the assumption by Sierra Nevada of the covenants and obligations of the Company in the Bonds and in the Indenture contained and of enabling Sierra Nevada to have and exercise the rights, privileges and powers of the Company under the Indenture in accordance with the terms thereof, and for the purpose of subjecting to the lien of the Original Indenture, as supplemented and modified, or perfecting the lien thereof upon, the property intended to be so subjected, including additional properties acquired by the Company and Sierra Nevada since the execution and delivery of the Original Indenture and not heretofore specifically so subjected; and

WHEREAS, all things necessary have been done to authorize the execution, delivery and recording of this Tenth Supplemental Indenture and to make it effective in accordance with its terms;

NOW THEREFORE, this Tenth Supplemental Indenture

WITNESSETH, that in order to evidence the succession of Sierra Nevada to the Company and the assumption by Sierra Nevada of the covenants and obligations of the Company in the Bonds and in the Indenture contained and to enable Sierra Nevada to have and exercise the rights, privileges and powers of the Company under the Indenture in accordance with the terms thereof and in order to secure equally and ratably the payment of the principal and interest of the Bonds issued under and secured by the Original Indenture, as heretofore supplemented and modified and hereby supplemented, at any time outstanding, according to their tenor and effect, and the performance of all the covenants and conditions in the Indenture and in said

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Bonds contained, said Sierra Pacific Power Company, organized and existing under the laws of the State of Nevada, in consideration of the premises and of One Dollar (\$1.00) and other good and 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 hereby 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 III hereof), 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**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 Sierra Nevada, 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 Sierra Nevada; also all other property, real, personal and mixed, now owned or hereafter acquired by Sierra Nevada, 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), 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 Sierra Nevada 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 Sierra Nevada, as well at law as in equity, of, in and to the same and every part and parcel thereof.

PART II.

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 III.**Properties Excepted.**

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

(A) All property excepted or excluded or intended to be excepted or excluded by the Granting Clauses of the Original Indenture as heretofore supplemented and modified and as hereby supplemented, subject to the provisions of §5.17 of the Original Indenture, provided, however, that no properties necessary or appropriate for purchasing, storing, generating, manufacturing, utilizing, transmitting, supplying and/or disposing of electricity, water and/or gas shall be excepted from the lien of the Indenture, anything contained in Subdivision I of Part X of the Granting Clauses of the Original Indenture to the contrary notwithstanding; and

(B) All property released or otherwise disposed of pursuant to the provisions of Article 6 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 Sierra Nevada, 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 Sierra Nevada, 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 Sierra Nevada 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.

Covenants and Agreements of Sierra Nevada.

Sierra Nevada hereby assumes and agrees to pay duly and punctually the principal of and interest on the Bonds issued under the Indenture in accordance with the provisions of said Bonds and any coupons thereto appertaining and the Indenture, and agrees to perform and fulfill all the terms, covenants and conditions of the Indenture binding the Company.

ARTICLE 2.**Miscellaneous.**

§2.01. This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture, as heretofore supplemented and modified, and shall form a part thereof, and the Indenture as hereby supplemented is hereby confirmed. All terms used in this Tenth 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.

§2.02. The Trustees accept the modification of the trusts hereby effected, but only on the terms and conditions set forth in the Indenture. All recitals in this Supplemental Indenture are made by Sierra Nevada only and not by the Trustees; and the Trustees make no representations and shall have no responsibility other than that assumed under the Indenture; 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.

§2.03. Although this Supplemental Indenture is dated as of March 31, 1965, the actual date or dates of execution by Sierra Nevada and the Trustees are as indicated by their respective acknowledgments hereto annexed.

§2.04. 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.

§2.05. Sierra Nevada hereby acknowledges receipt from the Trustees of a full, true and complete copy of this Supplemental Indenture.

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY, a Nevada corporation, has caused this Tenth Supplemental Indenture to be signed

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in its corporate name and behalf by its President or one of its Vice Presidents or its Treasurer, 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 has caused this Tenth 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 has hereunto set his hand and seal, all as of the day and year first above written.



SIERRA PACIFIC POWER COMPANY,

By

Jim A. Moir
Vice President.

Attest:

George E. Nelson
Assistant Secretary.

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

W. W. Harrington
Andrew M. Wood

NEW ENGLAND MERCHANTS NATIONAL BANK OF BOSTON,

By

D. O. Crocker
Vice President.

Attest:

A. J. Wiley
Assistant Cashier.

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

Charles L. Hunt
M. Scott Perkins

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

Charles L. Hunt
M. Scott Perkins



Fletcher C. Chamberlin
FLETCHER C. CHAMBERLIN



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

On this 31st day of March, 1965, before me appeared JOHN A. MOIR and GEORGE E. KEHOB 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, a Nevada corporation, 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 its Stockholders and Directors, and the said JOHN A. MOIR and GEORGE E. KEHOB acknowledged the said instrument to be the free act and deed of said corporation.

Robert P. Moncriell, Notary Public
My commission expires AUG 20 1966.

SEAL
Affixed

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

On this ^{1st} ~~31st~~ day of ^{April} ~~March~~, 1965, before me appeared J. O. Wilson and D. W. REID, 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. REID acknowledged said instrument to be the free act and deed of said Bank.

Robert P. Moncriell, Notary Public
My commission expires AUG 20 1966

SEAL
Affixed

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

On this ^{1st} ~~3rd~~ day of ^{April} ~~March~~, 1965, 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. Monce, Notary Public

My commission expires AUG 20 1966



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

On this ^{1st} ~~3rd~~ day of ^{April} ~~March~~, A.D., 1965, personally appeared before me, a Notary Public in and for the County of Suffolk, J. O. Wilson known to be 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. Monce, Notary Public

My commission expires AUG 20 1966



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

On this 31st day of March, A.D., 1965, personally appeared before me, a Notary Public in and for the County of Suffolk, GEORGE E. KEHOE, known to me to be an Assistant Secretary of Sierra Pacific Power Company, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated, that he is acquainted with the seal of said corporation, and that the said seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the corporation executed the said instrument freely and voluntarily and for the purposes and uses therein named.

Robert P. Menace, Notary Public

My commission expires AUG 20 1966



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

On this ^{1st} ~~31st~~ day of ^{April} ~~March~~, A.D., 1965, 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. Menace, Notary Public

My commission expires AUG 20 1966

(5702)



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. Moncey

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 1st day of April, A. D. 1965

Clerk.



Form 132 7-63-1,000

File No. 10765

RECORDED AT THE REQUEST OF

Sierra Pacific Power Co.April 12 A. D. 1965At 56 minutes past 4 P. M.in Book 7 of OFFICIAL RECORDSPage 182-195 Records of

EUREKA COUNTY, NEVADA

Recorder

Fee \$ 11.95