
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

Twelfth Supplemental Indenture

Dated as of July 1, 1967

Supplementing and Modifying the Indenture of Mortgage
dated as of December 1, 1940.

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

THIS TWELFTH SUPPLEMENTAL INDENTURE dated as of the First day of July, 1967, 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 the "Company"), whose mailing address and address of its chief place of business is 100 East Moana Lane, 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", the former being hereinafter sometimes called the "Trustee" and the latter the "Individual Trustee" or "Co-Trustee"), 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 "Predecessor Company"), 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

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WHEREAS, on April 11, 1947, Leo W. Huegle, Co-Trustee under the Original Indenture, resigned, and the Predecessor 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 Predecessor Company 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, pursuant to each of which the Predecessor Company provided for the creation of a new series of First Mortgage Bonds; and

WHEREAS, the Predecessor Company was merged into the Company on March 31, 1965, whereupon the Company acquired all the property, real, personal or mixed, including all rights, privileges, easements, licenses and franchises, described in the Original Indenture as theretofore supplemented and modified and thereby conveyed or mortgaged or intended so to be, including all such property acquired by the Predecessor Company since the execution and delivery of the Original Indenture, which by the terms of the Original Indenture as theretofore supplemented and modified is subjected or intended to be subjected to the lien thereof, and the Company thereupon executed and delivered to the Trustees a Tenth Supplemental Indenture dated as of March 31, 1965, whereby the Company succeeded to the Predecessor Company with the same effect as if the Company had been named in the Original Indenture as the mortgagor company and in the Bonds and coupons as the obligor thereon or maker thereof; and

WHEREAS, the Company heretofore executed and delivered to the Trustees an Eleventh Supplemental Indenture dated as of October 1, 1965 supplementing the Original Indenture, pursuant to 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 3¼ %, due December 1, 1970.....	\$3,000,000
2⅞ % Bonds of 1977 Series.....	975,000
3¼ % Bonds of 1978 Series.....	3,500,000
3¾ % Bonds of 1984 Series.....	4,000,000
5¼ % Bonds of 1986 Series.....	3,000,000
4½ % Bonds of 1988 Series.....	3,000,000
5 % Bonds of 1991 Series.....	6,500,000
4⅞ % Bonds of 1992 Series.....	5,000,000
4¾ % Bonds of 1994 Series.....	7,000,000
5 % Bonds of 1995 Series.....	10,000,000

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, 6½ % Series due 1997, to be dated as of July 1, 1967 and to be due July 1, 1997 (hereinafter sometimes referred to as "Bonds of the 1997 Series") and has authorized the initial issue of Bonds of the 1997 Series in the principal amount of Fifteen Million Dollars (\$15,000,000) 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 to the extent permitted therein 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 Twelfth Supplemental Indenture and hereby requests the Trustees to join in this Twelfth Supple-

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mental Indenture for the purpose of describing the terms of the Bonds of the 1997 Series, for the purpose of modifying certain provisions contained in the Original Indenture as permitted by §16.01 of the Original Indenture, for the purpose of curing an ambiguity and correcting a provision which is defective and inconsistent in paragraph (f) of §16.01 of the Original Indenture as permitted by paragraph (g) thereof, and for the purpose of 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 (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 Twelfth Supplemental Indenture and to make this Twelfth 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, and to amend the Original Indenture in certain respects, the 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, 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:

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 September 23, 1965, and recorded in Book 10 of Official Records, Page 420, Records of Lander County, Nevada:

A portion of the Southwest one-quarter of the Northeast one-quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) and the West one-half of the Southeast one-quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 18, T32N R45E MDB&M, and further described as follows:

Beginning at the center of said Section 18, as now established and marked by a $\frac{3}{4}$ " iron pin;

Thence South 00° 22' West along the North-South one-quarter section line of said Section 18, 2646.94 feet, more or less, to the South one-quarter corner of said Section 18;

Thence North 89° 58' East along the South boundary of said Section 18, 50.00 feet;

Thence North 00° 22' East 2548.38 feet;

Thence North 89° 53' East 1240.44 feet to a point, said point being 25.0 feet, more or less, West of the East boundary of the West one-half of the Southeast one-quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of said Section 18;

Thence parallel and 25.0 feet West of said East boundary, North 00° 07' West 100.0 feet to the southerly boundary of that real property conveyed to the Sierra Pacific Power Company by deed recorded in Book 63 of Deeds, Page 152, Lander County, Nevada, records;

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Thence along the southerly boundary of said real property South 89° 53' West 275.0 feet to the Southwest corner thereof;

Thence continuing South 89° 53' West 150.0 feet to a point, said point being the Southwest corner of Parcel #1 of that real property conveyed to the Sierra Pacific Power Company by deed recorded in Book 1, Official Records, Page 40, Lander County, Nevada, records;

Thence along the westerly boundary of said Parcel #1 North 00° 07' West 250.50 feet to the Northwest corner thereof;

Thence South 89° 53' West 862.49 feet, more or less, to a point on the North-South one-quarter line of said Section 18;

Thence South 00° 22' West along said one-quarter line 251.59 feet, more or less, to the point of beginning. Containing 10.843 acres, more or less.

LYON COUNTY, NEVADA

(1) The following described property situate in Lyon County, Nevada, which Clear Creek Cattle Company conveyed to Sierra Pacific Power Company by deed dated August 31, 1966, and recorded in Book 49 of Deeds, Page 598, Records of Lyon County, Nevada:

PARCEL #1

All that real property wholly within the South one-half of the Southwest one-quarter (S½ SW¼) of Section 21, T15N R25E MDB&M and lying southerly of the following described boundary line:

A line whose bearing is North 74° 05' West and being 950.0 feet southerly of and parallel to the southerly right of way boundary of the Southern Pacific Railroad right of way.

PARCEL #2

A portion of the North one-half of the Southwest one-quarter (N½ SW¼) of Section 20 and the Northeast one-quarter of the Southeast one-quarter (NE¼ SE¼) of Section 19, all situate in T15N R25E MDB&M.

A strip of land 150.0 feet in width and being 75.0 feet on each side of the following described centerline:

Commencing at the section corner common to Sections 21, 22, 27 and 28, T15N R25E MDB&M;

Thence South 00° 12' 00" East 820.0 feet;

Thence North 74° 05' West parallel to and 1025.0 feet southerly of the right of way boundary of the southerly railroad right of way a distance of 8230.92 feet, more or less, to the true point of beginning, said point of beginning being on the East boundary of the North one-half of the Southwest one-quarter (N½ SW¼) of said Section 21;

Thence North 74° 05' West 3059.28 feet, more or less, to the North boundary of the Northeast one-quarter of the Southeast one-quarter (NE¼ SE¼) of Section 19, T15N R25E MDB&M.

RESERVING UNTO THE SAID GRANTOR, Clear Creek Cattle Company, and its successors and assigns, from said Parcel #2 the privilege of ingress to and egress over two strips of land each 50.0 feet in width and running perpendicular to said Parcel #2.

Center line of said strips of land to be located 200.0 feet and 2600.0 feet measured along said center line of Parcel #2 from the East boundary of the North one-half of the Southwest one-quarter (N½ SW¼) of Section 20, T15N R25E MDB&M.

(2) The property situate in Lyon County, Nevada, which Lands of Sierra, Inc. conveyed to Sierra Pacific Power Company by deed dated April 4, 1967, and recorded in Book 50 of Deeds, Page 187 Records of Lyon County, Nevada, and in which deed such property was described as follows:

All that certain piece or parcel of land situate, lying and being wholly within the boundary of that certain real property conveyed to the Lands of Sierra, Inc., the 21st day of August, 1964, Document #89422, Book 47, Page 205 of Deeds, Records of Lyon County, Nevada, furthermore, the easterly boundary of land to be conveyed under this instrument is common to the easterly boundary of the said real property conveyed to Lands of Sierra, Inc., and that said easterly boundary is referred to as "Division Line and Fence" in said Document #89422 and will be so referred to in the description, and that said parcel of land to be conveyed is further described as follows:

PARCEL #1

Township 15 North, Range 25 East, MDB&M.

Section 25:

All that portion of the Southeast one-quarter (SE¼) lying South of the southerly right of way line of the Southern Pacific Railroad.

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All that portion of the East one-half of the East one-half of the Southwest one-quarter ($E\frac{1}{2} E\frac{1}{2} SW\frac{1}{4}$), lying South of the southerly right of way line of the Southern Pacific Railroad.

Section 36:

All of Section 36 lying westerly of the aforementioned "Division Line and Fence".

PARCEL #2

Township 15 North, Range 26 East, MDB&M.

Section 30:

All that portion of the Southwest one-quarter of the Southwest one-quarter ($SW\frac{1}{4} SW\frac{1}{4}$) lying South of the Southerly right of way of the Southern Pacific Railroad and West of the aforementioned "Division Line and Fence".

Section 31:

All that portion of the Northwest one-quarter of the Northwest one-quarter ($NW\frac{1}{4} NW\frac{1}{4}$) lying westerly of the aforementioned "Division Line and Fence".

PARCEL #3

Township 14 North, Range 25 East, MDB&M.

Section 1:

All that portion of the East one-half of the East one-half ($E\frac{1}{2} E\frac{1}{2}$) lying westerly of the aforementioned "Division Line and Fence".

The North 100.0 feet of the Northwest one-quarter ($NW\frac{1}{4}$).

The North 100.0 feet of the Northwest one-quarter of the Northeast one-quarter ($NW\frac{1}{4} NE\frac{1}{4}$).

Section 12:

All that portion of the East one-half of the East one-half ($E\frac{1}{2} E\frac{1}{2}$) lying westerly of the aforementioned "Division Line and Fence".

ORMSBY COUNTY, NEVADA

(1) The following described property situate in Ormsby County, Nevada, which Ella Donohue conveyed to Sierra Pacific Power Company by deed dated May 26, 1966, and recorded in Book 52 of Official Records, Page 338, Records of Ormsby County, Nevada:

The North one-half of the East one-half of the Northwest one-quarter of the Northeast one-quarter of the Northeast one-quarter (N $\frac{1}{2}$ E $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 32, T15N R20E MDB&M containing 2 $\frac{1}{2}$ acres, more or less.

STOREY COUNTY, NEVADA

(1) The following described property situate in Storey County, Nevada, which Milburn F. Mills and Thelma F. Mills conveyed to Sierra Pacific Power Company by deed dated September 22, 1966, and recorded in Book 65 of Deeds, Page 548, Records of Storey County, Nevada:

All that certain piece or parcel of land situate, lying in and being a portion of the Northwest one-quarter of the Southwest one-quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 17, T17N R21E MDB&M, being further described as follows:

Commencing at the section corner common to Sections 7, 8, 17 and 18, T17N R21E MDB&M, as now established;

Thence South 14° 33' 18" East 2946.43 feet to the true point of beginning;

Thence South 35° 52' 27" East 400.0 feet;

Thence South 54° 07' 33" West 400.0 feet;

Thence North 35° 52' 27" West 400.0 feet;

Thence North 54° 07' 33" East 400.0 feet to the true point of beginning. Containing 3.673 acres, more or less.

WASHOE COUNTY, NEVADA

(1) The following described property situate in Washoe County, Nevada, which South Hills Development Corp. conveyed to Sierra Pacific Power Company by deed dated July 1, 1965, and recorded in Book 119 of Official Records, Page 519, Records of Washoe County, Nevada:

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All that certain lot, piece or parcel of land situate, lying in and being a portion of the Southwest one-quarter of the Southwest one-quarter (SW¼ SW¼) of Section 8, T18N R20E MDB&M, County of Washoe, State of Nevada, being further described as follows:

Commencing at the section corner common to Sections 7, 8, 17 and 18, T18N R20E MDB&M, as now established;

Thence North 41° 15' 15" East 638.03 feet to the true point of beginning, said point of beginning also lying on the easterly boundary of a proposed roadway;

Thence along said easterly boundary of roadway, North 31° 56' 49" East 50.0 feet;

Thence South 58° 03' 11" East 70.0 feet;

Thence South 31° 56' 49" West 50.0 feet;

Thence North 58° 03' 11" West 70.0 feet to the true point of beginning. Containing 0.0803 of an acre, more or less.

(2) The following described property situate in Washoe County, Nevada, which Gerald W. Hammons and Winifred O. Hammons conveyed to Sierra Pacific Power Company by deed dated December 6, 1965, and recorded in Book 136 of Official Records, Page 539, Records of Washoe County, Nevada:

A portion of Lot 1 of the Northeast one-quarter (NE¼) of Section 4, T19N R19E MDB&M, further described as follows:

Starting at a point on the East line of said Section 4, whence the East one-quarter corner of said Section 4 bears South 0° 01' West 30.0 feet;

Thence South 89° 15' West 145.2 feet to the point of beginning;

Thence North 0° 01' East 210.0 feet;

Thence North 89° 15' East 72.6 feet;

Thence South 0° 01' West 210.0 feet;

Thence South 89° 15' West 72.6 feet to the place of beginning.

(3) The following described property situate in Washoe County, Nevada, which George W. Harding and Janece Harding conveyed to Sierra Pacific Power Company by deed dated December 1, 1965, and recorded in Book 134 of Official Records, Page 575, Records of Washoe County, Nevada:

All that certain piece or parcel of land situate in the County of Washoe, State of Nevada, being all that portion of Lot 1 of the North-

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east one-quarter (NE $\frac{1}{4}$) of Section 4, T19N R19E MDB&M, that is described as follows:

Commencing at the East one-quarter corner of said Section 4;
Thence South 89° 15' West 145.2 feet;
Thence North 0° 01' East 30.0 feet to the true point of beginning;
Thence South 89° 15' West 290.4 feet;
Thence North 0° 01' East 100.0 feet;
Thence North 89° 15' East 290.4 feet;
Thence South 0° 01' East 100.0 feet to the point of beginning.

(4) The following described property situate in Washoe County, Nevada, which Sproul Homes, Inc. conveyed to Sierra Pacific Power Company by deed dated March 17, 1966, and recorded in Book 180 of Official Records, Page 169, Records of Washoe County, Nevada:

All that certain lot, piece or parcel of land lying and being in the County of Washoe, State of Nevada, being entirely within the Southeast one-quarter of the Northwest one-quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 4, T19N R19E MDB&M, more particularly described as follows:

Beginning at the Northwest corner of the Southeast one-quarter of the Northwest one-quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), being the true point of beginning of this description;

Thence North 89° 38' 20" East 350.0 feet;
Thence South 00° 48' 41" East 300.0 feet;
Thence South 89° 38' 20" West 350.0 feet;
Thence North 00° 48' 41" West 300.0 feet to the point of beginning.

(5) The following described property situate in Washoe County, Nevada, which Steven Landa and Marcelino Landa, co-partners, doing business under the firm name of Landa Bros. conveyed to Sierra Pacific Power Company by deed dated October 10, 1966, and recorded in Book 213 of Official Records, Page 673, Records of Washoe County, Nevada:

A portion of the Southeast one-quarter of the Northeast one-quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 5, T19N R19E MDB&M, Washoe County, Nevada, consisting of 14.7 acres, more or less, and further described as follows:

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Beginning at the east one-quarter corner of said Section 5, as now established and marked by a 4" iron pipe;

Thence North 00° 46' 30" West along the East boundary of said Section 5 a distance of 270.0 feet to a point, said point being the Southeast corner of that real property conveyed to the City of Reno the 1st day of July, 1959, by deed recorded in Book 518, Page 69, Records of Washoe County, Nevada;

Thence along the southerly boundary of said real property owned by the City of Reno North 35° 47' 12" West 805.0 feet;

Thence South 45° 12' 48" West 760.0 feet;

Thence leaving said southerly boundary of real property South 00° 46' 30" East 397.86 feet, more or less, to the East-West one-quarter line of said Section 5;

Thence along said East-West one-quarter line North 89° 25' 10" East 1008.41 feet to the true point of beginning.

TOGETHER WITH a right of access for all lawful purposes, to the Southwest corner of said parcel of land over an easement and right of way 50.0 feet in width, extending in an easterly direction from the existing roadway running across the then remaining land of said Grantors (i. e. Steven Landa and Marcelino Landa, co-partners, doing business under the firm name of Landa Bros.) immediately West of said parcel. The southerly boundary of said easement and right of way granted hereby shall be the East-West centerline of said Section 5.

(6) The following described property situate in Washoe County, Nevada, which Roger Teglia and Ruth Teglia conveyed to Sierra Pacific Power Company by deed dated May 15, 1964 and recorded in Book 106 of Official Records, Page 20, Records of Washoe County, Nevada:

A parcel of land situate in the Northeast one-quarter of the Southeast one-quarter (NE¼ SE¼) of Section 6, T19N R20E MDB&M, Washoe County, Nevada, described as follows:

Beginning at the Southwest corner of Lot 17 in Block 1, according to the map of Sierra Valley Estates, City of Sparks, County of Washoe, State of Nevada, filed in the office of the County Recorder of Washoe County, State of Nevada, on May 9, 1962;

Thence North 0° 02' 55" West along the western line of said Lot 17 a distance of 92.0 feet;

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Thence South 89° 57' 05" West 93.0 feet;

Thence South 0° 02' 55" East 308.36 feet to the southern line of the parcel of land described in Parcel 4 in the deed to Roger Teglia and wife, recorded in Book 575, File No. 333653, Deed Records;

Thence North 48° 50' 59" East along the last mentioned line 295.95 feet to the western line of the parcel of land described in the deed to Martin Strasdin and wife, recorded in Book 366, File No. 235878, Deed Records;

Thence North 0° 02' 55" West along the last mentioned line 21.80 feet, more or less, to the southern line of said Block 1;

Thence South 89° 57' 05" West along the last mentioned line 130.01 feet to the point of beginning.
Containing 0.806 of an acre, more or less.

(7) The following described property situate in Washoe County, Nevada, which James A. Nicholson conveyed to Sierra Pacific Power Company by deed dated May 24, 1966, and recorded in Book 180 of Official Records, Page 173, Records of Washoe County, Nevada:

The northerly 360.0 feet of the East one-half of the Southeast one-quarter of the Southwest one-quarter of the Southeast one-quarter (E½ SE¼ SW¼ SE¼) of Section 30, T20N R20E MDB&M. Reference is made to The United States of America, Bureau of Land Management Patent #27-66-0168.

PART II

Real Property in the State of California.

The following described pieces, parcels, or tracts of land, 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:

ALPINE COUNTY, CALIFORNIA

(1) The following described property situate in Alpine County, California, which California-Nevada Electric Power Company conveyed to The Truckee River General Electric Company by deed dated March 22, 1912,

and recorded in Book I of Deeds, Page 364, Records of Alpine County, California:

The North one-half of the Southeast one-quarter ($N\frac{1}{2} SE\frac{1}{4}$) of Section 11, T8N R21E MDB&M.

(2) The following described property situate in Alpine County, California, which El Dorado Wood & Flume Company conveyed to The Truckee River General Electric Company by deed dated May 14, 1921, and recorded in Book J of Deeds, Page 150, Records of Alpine County, California:

The South one-half of the Northwest one-quarter ($S\frac{1}{2} NW\frac{1}{4}$) and the Northeast one-quarter of the Southwest one-quarter ($NE\frac{1}{4} SW\frac{1}{4}$) of Section 32, T11N R19E MDB&M.

EL DORADO COUNTY, CALIFORNIA

(1) The following described property situate in El Dorado County, California, which Louis H. Bannister conveyed to Sierra Pacific Power Company by deed dated July 12, 1948 and recorded in Book 262 of Official Records, Page 86, Records of El Dorado County, California:

The North 5.0 feet of Lots 9, 10 and 11 in Block 22 in the Townsite of Al Tahoe, as marked down and numbered on the Amended Map of Al Tahoe, filed in the Office of the County Recorder of El Dorado County on the 21st day of November, 1917.

(2) The following described property situate in El Dorado County, California, which Jim A. E. Wilson and Mary Jo Wilson conveyed to Sierra Pacific Power Company by deed dated December 23, 1965 and recorded in Book 772 of Official Records, Page 40, Records of El Dorado County, California:

The Northeast one-quarter of the Southeast one-quarter of the Northwest one-quarter ($NE\frac{1}{4} SE\frac{1}{4} NW\frac{1}{4}$) of Section 32, T12N R18E MDB&M.

(3) The following described property situate in El Dorado County, California, which Charles B. Ebright, Elizabeth Covell Ebright and Cascade Associates, Inc. conveyed to Sierra Pacific Power Company by deed dated

May 6, 1966, and recorded in Book 795 of Official Records, Page 87, Records of El Dorado County, California:

Lot 26 as shown on the official map of Cascade Properties filed in the office of the County Recorder of said County, on October 11, 1954 in Map Book b, Map #48.

NEVADA COUNTY, CALIFORNIA

(1) The following described property situate in Nevada County, California, which Truckee River General Electric Company conveyed to Sierra Pacific Power Company by deed dated March 21, 1912, recorded in Book 115, at Page 225 et seq. of the Deed Records of Nevada County, California:

Lot 5 of Section 19, T18N R18E MBD&M.

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) 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

(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 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 1997 Series.

§1.01. Establishment of Bonds of the 1997 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, 6½ % Series due 1997" (herein sometimes referred to as "Bonds of the 1997 Series").

§1.02. Terms of Bonds of the 1997 Series. The Bonds of the 1997 Series shall be issued only as registered Bonds without coupons of the denomination of \$1,000 or any multiple thereof, numbered K1 upwards.

July 1, 1967 shall be the date of the commencement of the first interest period for Bonds of the 1997 Series. All Bonds of the 1997 Series shall mature July 1, 1997 and shall bear interest at the rate of 6½ % per annum until the payment of the principal thereof, such interest to be payable semi-annually on January 1 and July 1 in each year commencing January 1, 1968. The principal of and premium, if any, and interest on the Bonds of the 1997 Series will be paid in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public

and private debts. Principal of and premium, if any, on Bonds of the 1997 Series will be payable at the principal corporate trust office in the City of Boston, Massachusetts, of the Trustee. Interest on Bonds of the 1997 Series will be payable at the principal corporate trust office in the City of Boston, Massachusetts, of the Trustee or, at the option of the holder, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, in each case to the holder of record on the record date as hereinbelow defined; provided, however, that interest on the Bonds of the 1997 Series may be paid by checks payable to the order of the respective holders entitled thereto and mailed to such holders at their respective registered addresses as shown on the Bond register for the Bonds of the 1997 Series.

The signatures of any officer or officers of the Company executing any Bond of the 1997 Series or attesting the corporate seal thereon may be facsimiles, engraved or printed.

The definitive Bonds of the 1997 Series may be issued in the form of Bonds engraved, printed or lithographed on steel engraved borders.

The person in whose name any Bond of the 1997 Series is registered at the close of business on any record date (as hereinbelow defined) with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such Bond of the 1997 Series upon any transfer or exchange thereof (including any exchange effected as an incident to a partial redemption thereof) subsequent to the record date and prior to such interest payment date, except that, if and to the extent that the Company shall default in the payment of the interest due on such interest payment date, then the registered holders of Bonds of the 1997 Series on such record date shall have no further right to or claim in respect of such defaulted interest as such registered holders on such record date, and the persons entitled to receive payment of any defaulted interest thereafter payable or paid on any Bonds of the 1997 Series shall be the registered holders of such Bonds of the 1997 Series on the record date for payment of such defaulted interest. The term "record date" as used in this §1.02, and in the form of the Bonds of the 1997 Series, with respect to any interest payment date applicable to the Bonds of the 1997 Series, shall mean the June 15 next preceding a July 1 interest payment date or the December 15 next preceding a January 1 interest payment date, as the case may be, or such record date established for defaulted interest as hereinafter provided.

In case of failure by the Company to pay any interest when due, the claim for such interest shall be deemed to have been transferred by transfer of any Bond of the 1997 Series registered on the Bond register for the Bonds of the 1997 Series and the Company, by not less than 10 days written notice to bondholders, may fix a subsequent record date, not more than 15 days prior to the date fixed for the payment of such interest, for determination of holders entitled to payment of such interest. Such provision for establishment of a subsequent record date, however, shall in no way affect the rights of bondholders or of the Trustee consequent on any default.

Every Bond of the 1997 Series shall be dated as provided in §2.08 of the Original Indenture as modified by §2.03 of this Twelfth Supplemental Indenture, except that, so long as there is no existing default in the payment of interest on the Bonds of the 1997 Series, all Bonds of the 1997 Series authenticated by the Trustee between the record date for any interest payment date and such interest payment date shall be dated such interest payment date and shall bear interest from such interest payment date; provided, however, that if and to the extent that the Company shall default in the payment of the interest due on such interest payment date, then any such Bond of the 1997 Series shall bear interest from the January 1 or July 1, as the case may be, to which interest has been paid, unless such interest payment date is January 1, 1968, in which case such Bond shall bear interest from July 1, 1967.

Any notice affecting or relating to the Bonds of the 1997 Series required or permitted to be given under the Indenture may be given by mailing the same by first class mail, postage prepaid, to the holders of record at the date of mailing at their respective addresses as the same appear on the Bond register for the Bonds of the 1997 Series. The certificate of the Trustee that such mailing has been effected shall be conclusive evidence of compliance with the requirements of this §1.02 and of §16.08 of the Original Indenture as modified by §2.07 of this Twelfth Supplemental Indenture, whether or not any holder receives such notice.

As permitted by the provisions of §2.06 of the Original Indenture and upon payment at the option of the Company of a sum sufficient to reimburse it for any stamp tax or other governmental charge as provided in said §2.06, Bonds of the 1997 Series may be exchanged for other registered Bonds of the 1997 Series of different authorized denominations of like aggregate principal amount. Notwithstanding the provisions of said §2.06, no further sum, other than the sum sufficient to reimburse the Company for such stamp

taxes or other governmental charges, shall be required to be paid upon any exchange of Bonds of the 1997 Series or upon any transfer thereof.

Neither the Company nor the Trustee shall be required to make transfers or exchanges of Bonds of the 1997 Series for a period of 10 days next preceding any designation of Bonds of the 1997 Series to be redeemed, and neither the Company nor the Trustee shall be required to make transfers or exchanges of any Bonds designated in whole for redemption or that part of any Bond designated in part for redemption.

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 1997 Series, and shall maintain a Bond register for the Bonds of the 1997 Series.

§1.03. Redemption Provisions for Bonds of the 1997 Series. The Bonds of the 1997 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 form of the Bonds of the 1997 Series set forth in §1.06 of this Twelfth Supplemental Indenture, provided, however, that no such redemption shall be made prior to July 1, 1972 (except in connection with any consolidation or merger with any corporation other than an affiliate of the Company in which the Company shall not be the surviving corporation, or transfer or sale of all or substantially all of the property of the Company to any corporation other than an affiliate of the Company) directly or indirectly as a part of, or in anticipation of, the incurring of any indebtedness by the Company if such indebtedness has an effective interest rate or cost (computed in accordance with generally accepted financial practice) of less than the effective interest rate or cost of the Bonds of the 1997 Series; and

(b) either (i) through operation of the sinking and improvement fund for the Bonds of the 1997 Series provided for in §1.04 of this Twelfth 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 not less than thirty (30) days nor more than ninety (90) days notice given as provided in Article 4 and §16.08 of the Original Indenture as respectively modified by §2.06 and §2.07 of this Twelfth Supplemental Indenture.

§1.04. Sinking and Improvement Fund for Bonds of the 1997 Series.

As a sinking and improvement fund for the benefit of the Bonds of the 1997 Series, the Company covenants that it will, subject to the provisions hereinafter set forth in this Section, on or before June 30 in each year, beginning with the year 1969 and continuing to and including the year 1996, 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 (1¾%) of the greatest aggregate principal amount of the Bonds of the 1997 Series theretofore outstanding at any one time prior to the May 15 next preceding such June 30, after deducting from said greatest aggregate principal amount the sum of the following (a) the aggregate principal amount of Bonds of the 1997 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 1997 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 1997 Series theretofore issued and then outstanding;

23.

(b) relinquishing, for the period during which any Bonds of the 1997 Series shall remain outstanding, upon compliance with the provisions set forth below in this §1.04, the right to use for any purpose under the Indenture (i) a net amount of additional property established by additional property certificates filed with the Trustee pursuant to §3.04 (B) of the Original Indenture, not theretofore funded, and equal to 10/6ths of a principal amount of Bonds issuable pursuant to said §3.04 and/or (ii) Bonds retired as evidenced to the Trustee pursuant to §3.05 (B) of the Original Indenture, and not theretofore funded, which net amount of additional property referred to in (i) above and the Bonds referred to in (ii) above shall thereupon become funded within the meaning of §1.01 (cc) (6) of the Original Indenture, so long as any Bonds of the 1997 Series remain outstanding, provided that when no Bonds of the 1997 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 shall be 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 1997 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 Twelfth Supplemental Indenture in anticipation of the current sinking fund payment; and

(d) redeeming Bonds of the 1997 Series, not theretofore funded, at any time at the Regular Redemption Price provided for in §1.03 of this Twelfth Supplemental Indenture in anticipation of future sinking fund payments.

Bonds of the 1997 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 1997 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 the May 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 1997 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 1997 Series are outstanding.

Forthwith after the May 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 1997 Series, in the manner provided in Article 4 of the Original Indenture as modified by §2.05 of this Twelfth Supplemental Indenture, a principal amount of Bonds of the 1997 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 Twelfth Supplemental Indenture of the redemption for the sinking and improvement fund on the then next ensuing July 1 of the Bonds so selected. On or before the sinking fund payment date next preceding such July 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 1997 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 documents and other things 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 1997 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 1997 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) 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.

For the purpose of any computation of amounts declared, paid, distributed, expended or accumulated after December 31, 1961, references to the Company in this §1.05 shall be deemed to include both the Company and the Predecessor Company.

§1.06. Form of Bonds of the 1997 Series. The Bonds of the 1997 Series and the Trustee's authentication certificate to be executed on the Bonds of said series, shall be substantially in the forms following, respectively:

[FORM OF FACE OF BOND OF 1997 SERIES]

No. K

\$

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Nevada

First Mortgage Bond, 6½% Series due 1997,

Due July 1, 1997.

SIERRA PACIFIC POWER COMPANY, a Nevada corporation (hereinafter sometimes called the "Company" which term shall include any successor corporation as defined in the Indenture referred to on the reverse hereof), for value received, hereby promises to pay to

or registered assigns, Dollars on July 1, 1997, and to pay interest thereon from July 1, 1967, 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 per annum specified in the title of this bond, semi-annually on the first day of January and on the first day of July in each year until payment of the principal hereof.

The interest so payable upon any January 1 or July 1 will, subject to certain exceptions described on the reverse hereof, be paid to the person in

whose name this bond is registered at the close of business on the December 15 preceding such January 1 or the June 15 preceding such July 1, as the case may be.

The principal of and premium, if any, and interest on this bond will be paid in lawful money of the United States of America. Principal of and premium, if any, on this bond will be payable at the principal corporate trust office in the City of Boston, Massachusetts of the Trustee named on the reverse hereof. Interest on this bond will be payable at the principal corporate trust office of the Trustee in the City of Boston, Massachusetts, or, at the option of the holder hereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York; provided, however, that interest on this bond may be paid by check payable to the order of the registered holder entitled thereto and mailed to such holder at his address as shown on the Bond register for the Bonds of the 1997 Series.

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.

The provisions of this bond are continued on the reverse hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

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.

Dated:

SIERRA PACIFIC POWER COMPANY,

By
President.

Attest:

.....
Secretary.

[FORM OF REVERSE OF BOND OF THE 1997 SERIES]

This bond is one of the bonds of a series (herein sometimes referred to as the "Bonds of the 1997 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's predecessor, Sierra Pacific Power Company, a Maine corporation, and duly assumed by the Company by means of the Tenth Supplemental Indenture hereinafter mentioned, to The New England Trust Company (now New England Merchants National Bank of Boston by succession, herein sometimes called the "Trustee"), 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, by the Ninth Supplemental Indenture, dated as of June 1, 1964, by the Tenth Supplemental Indenture, dated as of March 31, 1965, and by the Twelfth Supplemental Indenture, dated as of July 1, 1967, and as supplemented by all other indentures supplemental thereto, executed and delivered by the Company (or executed and delivered by its predecessor and duly assumed 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; but neither the foregoing reference to said Indenture, nor any provision of this bond or of said Indenture, shall affect or impair the obligation of the Company, which is absolute, unconditional and unalterable, to pay at the maturity herein provided the principal of and premium, if any, and interest on this bond as herein provided.

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 1997 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" (provided, however, that such right of redemption prior to July 1, 1972 shall be limited as provided in said Twelfth Supplemental Indenture); and (b) by operation of the sinking and improvement fund provided for in the Twelfth 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 July 1	Regular Redemption Price %	Special Redemption Price %	12 Months' Period Beginning July 1	Regular Redemption Price %	Special Redemption Price %
1967.....	106.50	100.00	1982.....	103.14	100.00
1968.....	106.28	100.00	1983.....	102.92	100.00
1969.....	106.06	100.00	1984.....	102.69	100.00
1970.....	105.83	100.00	1985.....	102.47	100.00
1971.....	105.61	100.00	1986.....	102.25	100.00
1972.....	105.38	100.00	1987.....	102.02	100.00
1973.....	105.16	100.00	1988.....	101.80	100.00
1974.....	104.94	100.00	1989.....	101.57	100.00
1975.....	104.71	100.00	1990.....	101.35	100.00
1976.....	104.49	100.00	1991.....	101.13	100.00
1977.....	104.26	100.00	1992.....	100.90	100.00
1978.....	104.04	100.00	1993.....	100.68	100.00
1979.....	103.82	100.00	1994.....	100.45	100.00
1980.....	103.59	100.00	1995.....	100.23	100.00
1981.....	103.37	100.00	1996.....	100.00	100.00

together in any case with interest accrued on said principal amount to the date fixed for redemption; upon prior notice given by first class mail, postage prepaid, to the holder of record of each bond affected not less than thirty (30) days nor more than ninety (90) days prior to the redemption date and subject to all other conditions and provisions of 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 (of authorized denominations of the same series) for the unredeemed balance of the principal amount of this bond. In the event of the redemption of this bond in whole, payment of the redemption price will be made only upon surrender 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 Twelfth 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, if any, 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.

The Company and the Trustee and any paying agent may deem and treat the person in whose name this bond shall be registered upon the Bond register for the Bonds of the 1997 Series as the absolute owner of such bond for the purpose of receiving payment of or on account of the principal of and interest on this bond and for all other purposes, whether or not this bond be overdue, and neither the Company nor the Trustee nor any paying agent shall be affected by any notice to the contrary; and all such payments so made to such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney, at the principal corporate trust office in Boston, Massachusetts of the Trustee, upon surrender of this bond for cancellation and upon payment, if the Company shall so require, of a sum sufficient to reimburse the Company for any stamp tax or other governmental charge incident thereto, 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 upon payment, if the Company shall so require, of a sum sufficient to reimburse the Company for any stamp tax or other governmental charge incident thereto, and subject to the terms and conditions therein set forth.

Neither the Company nor the Trustee shall be required to make transfers or exchanges of bonds of this series for a period of ten days next preceding any designation of bonds of said series to be redeemed, and neither the Company nor the Trustee shall be required to make transfers or exchanges of any bonds designated in whole for redemption or that part of any bond designated in part for redemption. Subject to the provisions of the Twelfth Supplemental Indenture, if this bond is surrendered for any transfer or exchange between the record date for any regular interest payment date and such interest payment date, the new bond will be dated such interest payment date, and the Twelfth Supplemental Indenture provides that in the event of any default in payment of the interest due on such payment date, such interest shall not be payable to the holder of the bond on the original record date but shall be paid to the registered holder of such bond on the subsequent record date established for payment of such defaulted interest.

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.

[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 1997 Series are outstanding.

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

§2.01. In order to cure an ambiguity and to correct a provision which is defective and inconsistent in §16.01 (f) of the Original Indenture as permitted by §16.01 (g) thereof, there are hereby inserted in the third line of said §16.01 (f) the words "to affect" following the word "effective", and in the fourth line of said §16.01 (f) a comma following the word "impair", so that said §16.01 (f), as heretofore modified by §2.15 of the Second Supplemental Indenture dated as of April 1, 1948 and as hereby modified, shall read as follows:

"(f) to modify any of the provisions of this Indenture, provided (a) that no such modification (unless made pursuant to Article 12) shall be or become operative or effective to affect, or in any manner impair, any of the rights of the bondholders or of the Trustees, while any Bonds of Series A or of any other series established prior to the execution of such supplemental indenture shall remain outstanding, (b) and provided, further, that such supplemental indenture shall be specifically referred to in the text of all Bonds of any series established after the execution of such supplemental indenture; (c) that the Trustees, or the Trustee, may in their or its uncontrolled discretion decline to enter into any such supplemental indenture which in their opinion may not afford adequate protection to the Trustees, or the Trustee, when the

same shall become operative and (d) that any such modification shall conform with the provisions of the Trust Indenture Act of 1939 as at the time in effect; and/or".

§2.02. The last paragraph of §2.06 of the Original Indenture is hereby modified by adding at the end thereof the following sentence:

"In the case of any series of Bonds established after April 1, 1967, the supplemental indenture to be executed in accordance with the provisions of §2.03 hereof relating to such series may provide that the Company and any agent appointed under such supplemental indenture as Transfer Agent and Registrar of the Bonds of such series shall not be required to make any transfers of (a) registered Bonds without coupons or coupon Bonds registered as to principal of such series for a period of not exceeding 10 days prior to the selection of Bonds of such series for redemption, or (b) any such Bonds or portions thereof which shall have been selected for redemption."

§2.03. §2.08 of the Original Indenture is hereby modified to read as follows:

"**§2.08. Dates of Bonds.** All coupon Bonds of any one series shall bear the same date. Every registered Bond without coupons shall be dated as of the day of authentication and shall bear interest from the interest payment date (which expression shall include the date of the coupon Bonds of the same series) next preceding the date of the Bond or from its date if it be an interest payment date; provided, however, that with respect to any series of Bonds established after April 1, 1967 the supplemental indenture to be executed in accordance with the provisions of §2.03 hereof relating to such series may provide (a) that interest on registered Bonds without coupons shall be paid on each interest payment date to the holder of record of each such Bond on a prior record date fixed as shall be provided in such supplemental indenture (with exceptions in case of any default in the payment of interest on such interest payment date), and (b) that registered Bonds without coupons authenticated between the record date for any interest payment date and such interest payment date shall be dated, and shall bear interest from, such interest payment date (with exceptions in case of any such default)."

§2.04. §2.10 of the Original Indenture is hereby modified by adding at the end thereof the following sentence:

"Any provision of this §2.10 to the contrary notwithstanding, if temporary registered Bonds without coupons of any series established after April 1, 1967 shall be issued, such Bonds need not be exchangeable for coupon Bonds, and the determination of the holders entitled to the payment of interest on such Bonds shall be made in accordance with any provisions for the use of a record date which may have been made in the supplemental indenture executed with respect to such series in accordance with §2.03 hereof."

§2.05. §4.01 of the Original Indenture is hereby modified by inserting the words "established prior to April 1, 1967" following the word "series" in the twenty-seventh line on page 120, so that the proviso appearing in the twenty-sixth through the thirty-third lines on said page 120 shall read as follows:

"provided, however, that if the Bonds of any series established prior to April 1, 1967 be all registered otherwise than to bearer and are to be redeemed in part, the Trustee shall select the Bonds (or portions of Bonds) to be redeemed in such manner that the particular Bonds of such series (or portions thereof) to be redeemed shall be, to the nearest one thousand dollars (\$1,000) taken from the holders thereof ratably, as nearly as may be, to the total principal amount of Bonds of such series held by such holders, respectively."

§2.06. §4.02 of the Original Indenture is hereby modified by inserting the following after the word "register" in the nineteenth line on page 121:

"and, in case of any notice affecting or relating to bonds of any series established after April 1, 1967, if all of the outstanding Bonds of any such series shall be registered Bonds without coupons or coupon Bonds registered as to principal, such notice given by first-class mail, postage prepaid, shall be sufficient and no notice by publication shall be required as to any such series, anything in this Indenture contained to the contrary notwithstanding."

§2.07. §16.08 of the Original Indenture is hereby modified by adding at the end thereof the following sentence:

"In the case of any series of Bonds established after April 1, 1967, the supplemental indenture to be executed in accordance with the provisions of §2.03 hereof relating to such series may provide that any or specified

types of notice affecting or relating to Bonds of such series which shall be registered Bonds without coupons or coupon Bonds registered as to principal may be duly given by mailing the same, first class, postage prepaid, but without registration and that the certificate of the Trustee that such mailing has been effected shall be conclusive evidence of compliance with the requirements of this section whether or not any holder receives such notice; and if any such provision is made in any such supplemental indenture for notices of redemption, the next-to-last sentence of the first paragraph of §4.02 hereof shall not apply to the redemption of Bonds of such series."

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 Sixty Million Nine Hundred Seventy-five Thousand Dollars (\$60,975,000), 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, $2\frac{1}{8}\%$ 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, $4\frac{3}{4}\%$ Series due 1992, now issued and outstanding, Seven Million Dollars (\$7,000,000) principal amount of First Mortgage Bonds, $4\frac{3}{4}\%$ Series due 1994, now issued and outstanding, Ten Million Dollars (\$10,000,000) principal amount of First Mortgage Bonds, 5% Series due 1995, now issued and outstanding, and Fifteen Million Dollars (\$15,000,000) principal amount of First Mortgage Bonds, $6\frac{1}{2}\%$ Series due 1997, established by resolution of the Board of Directors and to be issued upon compliance by the Company with the provisions of Article 3 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 Twelfth 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 July 1, 1967, 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 Twelfth 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 Twelfth 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 Trust Officers,

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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 *Fletcher C. Chamberlin*
President.

Attest:

John L. Chamberlin
Secretary.

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

W.C. Bunker



NEW ENGLAND MERCHANTS NATIONAL BANK OF BOSTON,

By *Carl B. Jones*
Trust Officer.

Attest:

Carl B. Jones
Assistant Cashier.

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

Harold Kesterman

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

Harold Kesterman

Fletcher C. Chamberlin
FLETCHER C. CHAMBERLIN



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

On this 28th day of June, A. D., 1967, (i) personally appeared before me, a Notary Public in and for the County of New York, JOE L. GREMBAN, known to me to be the Secretary of Sierra Pacific Power Company, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated, that he is acquainted with the seal of said corporation, and that the said seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the corporation executed the said instrument freely and voluntarily and for the purposes and uses therein named; and (ii) also before me appeared NEIL W. PLATH and the same JOE L. GREMBAN to me personally known, who being by me duly sworn did say that they are the President and the 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 Directors, and the said NEIL W. PLATH and JOE L. GREMBAN acknowledged the said instrument to be the free act and deed of said Corporation.


Notary Public

RICHARD J. PILIERO
Notary Public, State of New York
No. 41-8374423
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1968



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

On this 29th day of June, A. D., 1967, (i) personally appeared before me, a Notary Public in and for the County of Suffolk, CHARLES L. HAMILTON, known to me to be a Trust Officer 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; and (ii) also before me appeared CARL B. JONES and the same CHARLES L. HAMILTON, to me personally known, who being by me duly sworn did say that they are an Assistant Cashier and a Trust Officer, respectively, of New England Merchants National Bank of Boston, and that the seal affixed to the foregoing instrument is the corporate seal of said Bank, and that the foregoing instrument was signed and sealed by them on behalf of said Bank by authority of its Board of Directors, and the said CARL B. JONES and CHARLES L. HAMILTON acknowledged said instrument to be the free act and deed of said Bank.


James L. Terry, Notary Public

My commission expires May 31, 1969.

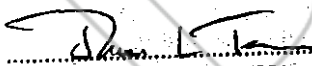
**SEAL
Affixed**

**SEAL
Affixed**

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

On this 29th day of June, A. D., 1967, (i) 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; and (ii) also before me appeared the same FLETCHER C. CHAMBERLIN, to me personally known, who being by me duly sworn did say that the foregoing instrument was signed by him as his free act and deed.


 James L. Terry, Notary Public

My commission expires May 31, 1969.

File No. **44805**
 RECORDED AT THE REQUEST OF
Greya Pacific Power Co.
July 3, 1967 A. D. 1967
 at 40 minutes past 11 A. M.
 in Book 19 of OFFICIAL RECORDS
 Pages 334 - 376 Record of
William A. McParlin
 Recorder
 Fee \$ 4.50