
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

Thirteenth Supplemental Indenture

Dated as of May 1, 1970

Supplementing 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.

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THIS THIRTEENTH SUPPLEMENTAL INDENTURE dated as of the First day of May, 1970, by and between **SIERRA PACIFIC POWER COMPANY**, as Debtor (its IRS employer identification 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 Prudential Center, Boston, Massachusetts, as Trustee and Secured Party (its IRS employer identification 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

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. Chamberlain 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 and a Twelfth Supplemental Indenture dated as of July 1, 1967 supplementing and modifying the Original Indenture, pursuant to each of which the Company provided for the creation of 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

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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 |
| 3⅞ % Bonds of 1978 Series | 3,500,000 |
| 3⅞ % Bonds of 1984 Series | 4,000,000 |
| 5¼ % Bonds of 1986 Series | 3,000,000 |
| 4½ % Bonds of 1988 Series | 3,000,000 |
| 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 |
| 6½ % Bonds of 1997 Series | 15,000,000 |

WHEREAS, the Board of Directors of the Company has established said Original Indenture, as supplemented and modified, a new series of Bonds to be designated First Mortgage Bonds, 9¾ % Series due 2000, to be dated as of May 1, 1970 and to be due May 1, 2000 (hereinafter sometimes referred to as "Bonds of the 2000 Series") and has authorized the initial issue of Bonds of the 2000 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 and (c) for any other purpose not inconsistent with the terms of the Original Indenture and which shall not impair the security of the same; and

WHEREAS, the Company desires to execute this Thirteenth Supplemental Indenture and hereby requests the Trustees to join in this Thirteenth Supplemental Indenture for the purpose of describing the terms of the Bonds of the 2000 Series, 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 being herein sometimes called the "Indenture"); and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in order to secure equally and ratably the payment of the principal and interest of the Bonds issued under and secured by the Original Indenture, as heretofore supplemented and modified and hereby supplemented, at any time outstanding, according to their tenor and effect, and the performance of all the covenants and conditions in the Indenture and in said Bonds contained, 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:

CHURCHILL COUNTY, NEVADA

(1) The following described property situate in Churchill County, Nevada, which E. P. Maupin, Jr. and Carl F. Dodge, Trustees of the Dodge Trust conveyed to Sierra Pacific Power Company by deed dated July 10, 1968; recorded in Book 43 of Deeds, Page 9, File #116747, Records of Churchill County, Nevada:

Commencing at a round iron stake set at a point on the East line of North Maine Street, 906.84 feet South of the North boundary line of the City of Fallon;

Thence easterly 584.6 feet parallel to the North boundary line of the Southern Pacific Company's railway right of way;

Thence South parallel with the East line of Maine Street a distance of 340.0 feet to the North boundary of the railroad right of way;

Thence westerly along the North boundary of the said railroad right of way a distance of 424.70 feet;

Thence North 198.34 feet;

Thence westerly 162.7 feet to the East line of Maine Street;

Thence northerly along the East line of Maine Street 141.66 feet to the point of beginning.

EXCEPT any portion of said land within the lines of Maine Street as now established.

ESMERALDA COUNTY, NEVADA

(1) The following described property situate in Esmeralda County, Nevada, which Southern California Edison Company conveyed to Sierra Pacific Power Company by Quitclaim Deed dated September 30, 1969;

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recorded September 30, 1969, Book 3-Z of Deeds, Page 329, File #41813, Official Records, Esmeralda County, Nevada.

(a) A rectangular piece or parcel of land situate within the exterior boundaries of that certain tract of land commonly known and designated as the Alkali Springs Tract, in the South one-half of the Northeast one-quarter ($S\frac{1}{2}$ NE $\frac{1}{4}$) of Section 26, T1S R41E MDB&M. Said rectangular lot or parcel of ground being more particularly described as follows:

Center of plot being 860.0 feet westerly from the Southeast corner of the Northeast one-quarter (NE $\frac{1}{4}$) of said described Section 26, and being the ground now occupied by the switching station of the Nevada Power Mining and Milling Company, together with strip of ground 20.0 feet around said house or switching station. The entire block of ground being 63.0 feet long by 61.0 feet wide and situate about 270.0 feet in a southerly direction from the pump house of the Combination Mines Company and with the right of ingress and egress over said plot of ground.

(b) That portion of the West one-half of the West one-half ($W\frac{1}{2}$ W $\frac{1}{2}$) of Section 11, T3N R40E MDB&M, described as follows:

Commencing at a found Lava Rock 9 inches by 14 inches by 15 inches high set for the Southwest corner of said Section 11, said Southwest corner of Section 11 bears North $85^{\circ} 43' 34''$ East, along the South line of Section 10, T3N R40E MDB&M, from a found Lava Rock Mound set for the Southwest corner of said Section 10;

Thence North $11^{\circ} 16' 34''$ East 2512.91 feet to the true point of beginning for this description;

Thence North $83^{\circ} 30' 00''$ East 300.0 feet;

Thence North $06^{\circ} 30' 00''$ West 197.50 feet;

Thence continuing North $06^{\circ} 30' 00''$ West 252.50 feet;

Thence South $83^{\circ} 30' 00''$ West 300.0 feet;

Thence South $06^{\circ} 30' 00''$ East 450.0 feet to the true point of beginning

(c) The Palsub Lode Mining Claim designated by the Surveyor General as Survey #3564 embracing a portion of Section 5, T5S R38E MDB&M, Esmeralda County, Nevada, as more particularly described in Patent from the United States to the Nevada-California Power

Company dated December 6, 1909 and recorded March 14, 1910, in Book 10 of Deeds, Page 361, Records of Esmeralda County, Nevada.

(d) A portion of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 22, T2S R39E MDB&M, described as follows:

That certain tract or parcel of ground situate, lying and being in the Town of Silver Peak, fronting 75 feet on Main Street of said Town, and extending back to the South line of the Silver Lake Mining Claim, more particularly described as follows:

Beginning at the Northeast corner of the Mohawk-Alpine Mining Company's corral and running;

Thence in a northeasterly direction 75 feet;

Thence in a southeasterly direction 180 feet, more or less, to the South side line of the Silver Lake Mining Claim;

Thence southwesterly on a line parallel with the first course 75 feet to a stake;

Thence northwesterly on a line parallel with the second course 180 feet to the place of beginning.

(e) A portion of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 22, T2S R39E MDB&M, described as follows:

A lot 51 feet by 300 feet, more or less, lying Northeast and adjoining The Nevada-California Power Company's substation situated in the Town of Silver Peak.

(f) Lots 11, 12, 13 and 14 in Block 6 of the Oasis Addition to the Town of Goldfield, Esmeralda County, Nevada, according to the official plat thereof; also described as Lots 11, 12, 13 and 14 of Block 90 of the Townsite of Goldfield, according to the recorded plat of said Townsite.

(g) The surface rights, easement and right of way (not including minerals or mining rights) upon and of a tract of land 200 feet square on the surface of the Black Rock Lode Mining Claim in Section 36, T2S R42E MDB&M in the Goldfield Mining District, Esmeralda County, Nevada, described by metes and bounds as follows:

Beginning at a point on the center line of said Black Rock Survey 500 feet northerly from the South end center of said claim;

Thence northerly along said center line 200 feet;

Thence westerly at right angles 200 feet;

Thence southerly at right angles on a line parallel with said center line 200 feet;

Thence easterly at right angles 200 feet to the place of beginning.

(h) That portion of the following described property lying within the exterior boundaries of the California Patented Mining Claim, U.S. Mineral Survey #2041; Moonlight Fraction, U.S. Mineral Survey #4468; Hart, U.S. Mineral Survey #4088 and the Colorado, U.S. Mineral Survey #2047, described as follows:

Beginning at a point in the East line of the Southeast quarter of Section 34, T3N R42E MDB&M, said point being North $00^{\circ} 18' 00''$ West 1460.02 feet, measured along said East line, from a found stone set at the Southeast corner of said Section 34, said point also being South $00^{\circ} 18' 00''$ East 1161.44 feet, measured along said East line, from a found one inch iron pipe with mound of stones set at the East quarter corner of said Section 34;

Thence North $84^{\circ} 54' 40''$ West 660.0 feet;

Thence North $00^{\circ} 18' 00''$ West 330.0 feet;

Thence South $84^{\circ} 54' 40''$ East 660.0 feet to a point in the East line of the Southeast quarter of said Section 34, said point being North $00^{\circ} 18' 00''$ West 330.0 feet, measured along said East line, from the point of beginning;

Thence along said East line South $00^{\circ} 18' 00''$ East 330.0 feet to the point of beginning.

(i) That portion of the following described property lying within the exterior boundaries of the Red Rock Patented Mining Claim, U.S. Mineral Survey #2295, described as follows:

Beginning at a point in the East line of the Southeast one-quarter ($SE\frac{1}{4}$) of Section 34, T3N R42E MDB&M, said point being North $00^{\circ} 18' 00''$ West 1460.02 feet, measured along said East line, from a found stone set at the Southeast corner of said Section 34, said point also being South $00^{\circ} 18' 00''$ East 1161.44 feet, measured along said East line, from a found one inch iron pipe with mound of stones set at the East quarter corner of said Section 34;

Thence North $84^{\circ} 54' 40''$ West 660.0 feet;

Thence North $00^{\circ} 18' 00''$ West 330.0 feet;

Thence South $84^{\circ} 54' 40''$ East 660.0 feet to a point in the East line of the Southeast quarter of said Section 34, said point being North $00^{\circ} 18' 00''$ West 330.0 feet, measured along said East line, from the point of beginning;

Thence along said East line South $00^{\circ} 18' 00''$ East 330.0 feet to the point of beginning.

(2) The following described property situate in Esmeralda County, Nevada, which Southern California Edison Company conveyed to Sierra Pacific Power Company by Quitclaim Deed dated September 30, 1969; recorded January 2, 1970 in Book 3-1, Page 120, File #42532, Records of Esmeralda County, Nevada.

That portion of the Northeast one-quarter ($NE\frac{1}{4}$) of Section 22, T2S R39E MDB&M described as follows:

Beginning at a point whence the North one-quarter corner of said Section 22 bears North $42^{\circ} 54'$ West 1802.6 feet;

Thence North $56^{\circ} 20'$ East 150.0 feet;

Thence South $38^{\circ} 00'$ East 150.0 feet;

Thence South $56^{\circ} 20'$ West 150.0 feet;

Thence North $38^{\circ} 00'$ West 150.0 feet, more or less, to the point of beginning.

containing 0.54 acres, more or less.

(3) The following described property situate in Esmeralda County, Nevada, which Southern California Edison Company conveyed to Sierra Pacific Power Company by Quitclaim Deed dated September 30, 1969, recorded January 2, 1970 in Book 3-1, Page 123, File #42533, Records of Esmeralda County, Nevada.

That certain lot in Silver Peak, described as follows:

Beginning at a point in the southeasterly line of Main Street, being the westerly corner of the parcel of land conveyed to the Nevada Power Mining and Milling Company for substation purposes and running;

Thence in a southeasterly direction along the southwesterly side of said substation property, 144.0 feet;

Thence in a southwesterly direction along a substantial fence constructed of posts and wires, being nearly parallel with the said Main Street, 97 feet and 6 inches;

Thence in a northwesterly direction along a substantial fence constructed of posts and wires for a distance of 157 feet and 6 inches to the southeasterly line of Main Street;

Thence in a general northeasterly direction along said southeasterly line of Main Street and along a substantial fence constructed of posts and wires, 88.0 feet to the place of beginning.

HUMBOLDT COUNTY, NEVADA

(1) The following described property situate in Humboldt County, Nevada, which Frank V. Rueckl, Jr., Catherine Pritchard Rueckl, Avery D. Stitser and Robert D. Stitser conveyed to Sierra Pacific Power Company by corrected deed dated December 24, 1969 and recorded in Book 43, Page 251, File #139963, Official Records of Humboldt County, Nevada.

A portion of the East one-half of the Southwest one-quarter of the Northwest one-quarter ($E\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$) of Section 15, T35N R37E MDB&M lying southerly of a right of way conveyed to the City of Winnemucca by document recorded August 17, 1943, in Book 63 of Deeds, Page 452, Humboldt County, Nevada, records, also described as follows:

Commencing at the Northeast corner of the East one-half of the Southwest one-quarter of the Northwest one-quarter ($E\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$) of said Section 15;

Thence South $0^{\circ} 33' 30''$ East along the East line of the Southwest one-quarter of the Northwest one-quarter ($SW\frac{1}{4} NW\frac{1}{4}$) of said Section 15, 425.55 feet to a point on the southwesterly line of said right of way known as Airport Road conveyed to the City of Winnemucca by document recorded August 17, 1943 in Book 63 of Deeds, Page 452, aforesaid records, the true point of beginning;

Thence continuing South $0^{\circ} 33' 30''$ East along said line a distance of 962.23 feet to the Southeast corner of the Southwest one-quarter of the Northwest one-quarter ($SW\frac{1}{4} NW\frac{1}{4}$) of said Section 15;

Thence North $88^{\circ} 40'$ West along the South line of the Southwest one-quarter of the Northwest one-quarter ($SW\frac{1}{4} NW\frac{1}{4}$) of said Section 15, 664.50 feet to the Southwest corner of the East one-half of the Southwest one-quarter of the Northwest one-quarter ($E\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$) of said Section 15;

Thence North $0^{\circ} 40' 15''$ West along the West line of the East one-half of the Southwest one-quarter of the Northwest one-quarter ($E\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$) of said Section 15, 1388.92 feet to the Northwest corner of the East one-half of the Southwest one-quarter of the Northwest one-quarter ($E\frac{1}{2} SW\frac{1}{4} NW\frac{1}{4}$) of said Section 15;

Thence South $88^{\circ} 33'$ East along the North line of the Southwest one-quarter of the Northwest one-quarter ($SW\frac{1}{4} NW\frac{1}{4}$) of said Section 15, 205.56 feet to a point on the southwesterly line of said Airport Road;

Thence South $46^{\circ} 48'$ East along said southwesterly line of said Airport Road a distance of 638.85 feet to the true point of beginning.

Reference is made to Record of Survey filed September 9, 1969 under File #138122, Humboldt County, Nevada, Records.

LANDER COUNTY, NEVADA

(1) The following described property situate in Lander County, Nevada, which Crescent Valley Ranch and Farms conveyed to Sierra Pacific Power Company April 6, 1968; recorded in Book 31, Page 181, File #54444, Official Records of Lander County, Nevada.

Lot 4 of Block 3 according to the official plat of Crescent Valley Ranch and Farms as filed for record on July 6, 1959, Records of Lander County, Nevada. Said Lot 4 situate in the Northwest one-quarter of the Northwest one-quarter ($NW\frac{1}{4} NW\frac{1}{4}$) of Section 7, T29N R48E MDB&M.

NYE COUNTY, NEVADA

(1) The following described property situate in Nye County, Nevada, which Southern California Edison Company conveyed to Sierra Pacific Power Company by Quitclaim Deed dated September 30, 1969; recorded September 30, 1969 in Book 125, Page 567, File #14955, Official Records, Nye County, Nevada.

(a) Lots 1, 2 and 3 in Block B of the Town of Central.

(b) All surface rights (not including minerals or mining rights) in that portion of the Comet Lode Mining Claim situate in the Bullfrog Mining District, Mineral Survey #2492, more particularly described as follows:

Beginning at a point on line 1-2 Survey #2492, Comet Lode, at a point North $3^{\circ} 39'$ East 405.72 feet from corner #2;

Thence North 3° 39' East 200 feet along line 1-2 Survey #2492, Comet Lode;

Thence North 86° 21' West 200 feet;

Thence South 3° 39' West 200 feet;

Thence South 86° 21' East 200 feet to a point on line 1-2 Survey #2492, Comet Lode, the place of beginning.

Containing .918 acre.

(c) All surface rights (not including minerals or mining rights) in and to Block 5 of the McNamara Addition to the Town of Tonopah, according to the official plat of said Addition, which Block 5 is described by metes and bounds as follows:

Beginning at the intersection of the southerly line of Knapp Avenue with the westerly line of Cutting Street;

Thence South 16° East along the westerly line of Cutting Street 176.68 feet to the southerly line of said McNamara Addition;

Thence South 89° 11' West along the southerly line of said McNamara Addition to a stake;

Thence North 5° 4' East 121.7 feet to a point in the South line of Knapp Avenue designated as the northwesterly corner of said Block 5;

Thence North 74° East along the southerly line of Knapp Avenue 188.91 feet to the place of beginning.

(d) Lot 1 of Block A of Lennox Addition to the Town of Tonopah, as shown by map thereof on file in Book C Page 28 of Surveys of said Nye County, together with that vacated portion of First Street adjoining said Lot 1, as said portion of First Street was vacated by an Order recorded August 5, 1963 in Book 61, Page 126, of Official Records of said County.

(e) Lot 11 of Block C of the Town of Manhattan.

(f) Lot 11 of Block 25 of the Town of Rhyolite, according to the official survey of said town.

(g) That portion of the Tonopah #3 Patented Mining Claim, U.S. Mineral Survey #2079, described as follows:

Commencing at Corner #4 of said Tonopah #3 Patented Mining Claim;

Thence South $73^{\circ} 57' 05''$ East 106.21 feet;

Thence North $35^{\circ} 50'$ East 70.0 feet to the true point of beginning for this description;

Thence South $61^{\circ} 30'$ East 146.02 feet to the northwesterly line of Tonopah Street, as now exists 40.0 feet wide;

Thence along said northwesterly line, North $28^{\circ} 12' 50''$ East 112.86 feet;

Thence North $61^{\circ} 30'$ West 30.17 feet;

Thence North $52^{\circ} 15'$ West 100.0 feet;

Thence South $35^{\circ} 50'$ West 130.0 feet to the true point of beginning.

(h) All surface rights (not including minerals or mining rights) in and to Lots 1 and 2, Block 6 of the West End Addition to the Town of Tonopah.

(i) Lots 7, 8, 9, 10, 11 and 12 of Block 6 of MacNamara Addition to the Town of Tonopah according to the W. V. Richardson Survey of 1907.

(j) A parcel of land situate wholly within the West one-half ($W\frac{1}{2}$) of Section 1, T2N R42E MDB&M, Tonopah, Nye County, Nevada, described as follows:

All that portion of patented Keystone Mineral Claim which Mineral Claim is covered under Survey #4262, lying southwesterly of the southwesterly right of way line of U.S. Highway 95, excepting therefrom the southerly 245.0 feet of the westerly 116.0 feet, more particularly described as follows:

Commencing at the intersection of aforesaid southwesterly right of way line of U.S. Highway 95 and the West boundary of aforesaid patented Keystone Mineral Claim, from which intersection the Northwest corner of aforesaid Section 1 bears North $28^{\circ} 57' 46''$ West, 1546.04 feet, the true point of beginning;

Thence along the West boundary of said patented Keystone Mineral Claim South $02^{\circ} 19' 00''$ West 413.63 feet to its intersection with the North boundary of that certain parcel quitclaimed by the County of Nye to the U.S. Air Force under deed dated June 22, 1965;

Thence along said North boundary, North $88^{\circ} 42' 00''$ East 115.86 feet to the Northeast corner of aforesaid parcel of land quitclaimed by the County of Nye to the U.S. Air Force;

Thence along the East boundary of said quitclaimed parcel South $01^{\circ} 18' 00''$ East 245.36 feet to its intersection with the northwesterly right of way line of a perpetual 65 foot wide right of way easement for access road purposes granted by the County of Nye to the U.S. Air Force under document dated October 5, 1955;

Thence northeasterly along said northwesterly right of way line through the arc of a circular curve concave to the northwesterly having a radius of 402.85 feet through a central angle of $16^{\circ} 30' 32''$, an arc length of 116.07 feet to the point of tangency;

Thence continuing along said northwesterly right of way line North $56^{\circ} 42' 00''$ East 218.53 feet to its intersection with aforesaid southwesterly right of way line of U.S. Highway 95, a radial line through said last point bears South $56^{\circ} 24' 01''$ West;

Thence northwesterly along said southwesterly right of way line of U.S. Highway 95 along the arc of a circular curve having a radius of 3425.0 feet through a central angle of $10^{\circ} 28' 27''$ an arc length of 626.12 feet to the true point of beginning, a radial line through said true point of beginning bears South $45^{\circ} 55' 34''$ West and containing 2.849412764 acres, more or less.

Bearings used in herein description are based on the centerline of that portion of U.S. Highway 95 which passes through Section 1, T2N R42E MDB&M as shown by map thereof on file in the office of the Nevada Highway Department, Carson City, Nevada.

PERSHING COUNTY, NEVADA

(1) The following described property situate in Pershing County, Nevada, which Thomas L. Colwell conveyed to Sierra Pacific Power Company by deed dated August 9, 1968, and recorded October 17, 1968, Roll 15, Page 522, File #68632, Official Records, Pershing County, Nevada.

A portion of the East one-half of the East one-half of the Northeast one-quarter of the Northwest one-quarter ($E\frac{1}{2} E\frac{1}{2} NE\frac{1}{4} NW\frac{1}{4}$) of Section 5, T34N R37E MDB&M, described as follows:

A parcel of land being 80.0 feet in width more particularly described as being the North 80.0 feet of the said East one-half of the East one-half of the Northeast one-quarter of the Northwest one-quarter ($E\frac{1}{2} E\frac{1}{2} NE\frac{1}{4} NW\frac{1}{4}$) of said Section 5.

WASHOE COUNTY, NEVADA

(1) The following described property situate in Washoe County, Nevada, which Charles M. Emrich and Virginia M. Emrich conveyed to Sierra Pacific Power Company by Deed dated August 29, 1968; recorded August 30, 1968, Book 340, Page 500, File #123346, Official Records of Washoe County, Nevada.

All that certain real property being a portion of Section 23, T16N R18E MDB&M, described as follows:

Commencing at the Northeast corner of Lot 15, Block M, Mill Creek Estates, Washoe County, Nevada, as filed in the office of the County Recorder of Washoe County, Nevada, on October 27, 1960;

Thence North $62^{\circ} 58' 52''$ East 1666.49 feet to the true point of beginning of this description;

Thence South $49^{\circ} 20' 25''$ East 122.0 feet to a tangent curve to the right having a radius of 165.0 feet and a central angle of $61^{\circ} 00' 00''$;

Thence southeasterly, southerly and southwesterly along the arc of said curve an arc distance of 175.67 feet;

Thence leaving last curve, South $11^{\circ} 39' 35''$ West 27.0 feet;

Thence South $18^{\circ} 20' 25''$ East 5.0 feet to a curve to the left from a tangent bearing of South $11^{\circ} 39' 35''$ West and having a radius of 32.0 feet, a central angle of $107^{\circ} 59' 38''$;

Thence southerly, southeasterly and easterly along the arc of last said curve an arc distance of 60.32 feet;

Thence leaving last said curve North $83^{\circ} 39' 57''$ East 94.0 feet to a tangent curve to the left having a radius of 30.0 feet and a central angle of $102^{\circ} 00' 00''$;

Thence northeasterly, northerly and northwesterly along the arc of last said curve an arc distance of 53.41 feet;

Thence leaving last said curve, North $18^{\circ} 20' 03''$ West 100.0 feet to a tangent curve to the right having a radius of 180.0 feet, a central angle of $56^{\circ} 00' 00''$;

Thence northwesterly, northerly and northeasterly along the arc of last said curve an arc distance of 175.93 feet;

Thence leaving last said curve, North $37^{\circ} 39' 57''$ East 130.41 feet;

Thence North $42^{\circ} 20' 25''$ West 121.63 feet;

Thence South $47^{\circ} 39' 35''$ West 83.50 feet to a tangent curve to the right having a radius of 775.0 feet and a central angle of $23^{\circ} 00' 00''$;

Thence southwesterly along the arc of last said curve an arc distance of 110.39 feet;

Thence leaving last said curve, South $70^{\circ} 39' 35''$ West 138.0 feet to a tangent curve to the left having a radius of 25.0 feet and a central angle of $120^{\circ} 00' 00''$;

Thence southwesterly, southerly and southeasterly along the arc of last said curve an arc distance of 52.36 feet to the true point of beginning.

(2) The following described property situate in Washoe County, Nevada, which Vernon L. Balsi and Genevieve A. Balsi conveyed to Sierra Pacific Power Company by deed dated September 26, 1968; recorded September 30, 1968, Book 346, Page 529, File #125945, Official Records of Washoe County, Nevada.

A portion of the Northeast one-quarter of the Northwest one-quarter ($NE\frac{1}{4} NW\frac{1}{4}$) of Section 6, T18N R20E MDB&M.

Commencing at the East one-quarter corner of said Section 6;

Thence North $89^{\circ} 51'$ West 2060.80 feet to a point on the Reno-Carson Highway (U.S. Highway 395);

Thence North $20^{\circ} 46' 30''$ West 2829.33 feet along the center line of said highway, as same existed as of May, 1948;

Thence North $80^{\circ} 31' 20''$ East 251.10 feet to a point on the easterly right of way line of the V & T Railroad (now abandoned), said point being the Northwest corner of that real property of Vernon L. and Genevieve A. Balsi as described by deed dated May 8, 1948, recorded in Book 218, File #163215, Records of Washoe County, Nevada;

Thence South $20^{\circ} 54' 30''$ East 135.51 feet along the West boundary of said real property to the true point of beginning;

Thence leaving said boundary and proceeding North $83^{\circ} 15' 30''$ East 39.22 feet;

Thence South $20^{\circ} 54' 30''$ East 115.0 feet;

Thence South $83^{\circ} 15' 30''$ West 65.0 feet to a point on the center line of the V & T Railroad right of way marked by an "x" on a granite pier, said point also being a point on the West boundary line of that real property of Vernon L. and Genevieve A. Balsi as described by deed recorded in Book 547, File #321517;

Thence North 20° 54' 30" West along said West boundary of said real property, 115.0 feet;

Thence leaving said boundary and proceeding North 83° 15' 30" East 25.78 feet to the point of beginning.

Containing 0.16305 acres, more or less.

(3) The following described property situate in Washoe County, Nevada, which the United States of America, acting by and through the Administrator of General Services, conveyed to Sierra Pacific Power Company by Quitclaim Deed dated February 7, 1969; recorded February 26, 1969, Book 373, Page 391, File #137403, Official Records of Washoe County, Nevada;

(a) All that portion of the Southeast one-quarter of the Southeast one-quarter (SE¼ SE¼) of Section 30, T21N R19E MDB&M, described as follows:

Commencing at the intersection of Mt. Anderson and Mt. McClellan Streets, as they now exist of what was formerly known as Stead Air Force Base, and which is marked by a brass disc;

Thence North 07° 59' 50" East 348.26 feet to a point being the back of the easterly curb of said Mt. McClellan Street;

Thence crossing said Mt. McClellan Street, South 58° 05' 40" West 31.37 feet to the true point of beginning, said point of beginning also being the back of the westerly curb of said Mt. McClellan Street;

Thence along said back of curb, South 05° 57' 50" West 35.0 feet to a point;

Thence leaving said back of curb, North 84° 02' 10" West 97.27 feet;

Thence North 05° 57' 50" East 35.0 feet;

Thence South 84° 02' 10" East 97.27 feet to the true point of beginning.

(b) All those portions of the Southeast one-quarter of the Southwest one-quarter (SE¼ SW¼) and the Southwest one-quarter of the Southeast one-quarter (SW¼ SE¼) of Section 6, T20N R19E MDB&M, Washoe County, described as follows:

Commencing at the South one-quarter section corner of said Section 6, as marked by a brass cap set in 1941 by the United States General Land Office;

Thence North $80^{\circ} 27' 22''$ West 124.67 feet to the true point of beginning;

Thence South $39^{\circ} 50' 08''$ West 27.51 feet, more or less, to a point on the northerly right of way line of U.S. Highway 395;

Thence North $74^{\circ} 58' 07''$ West 772.91 feet along the said northerly right of way line to a point;

Thence leaving said northerly right of way line, North $09^{\circ} 02' 28''$ East 975.62 feet;

Thence South $50^{\circ} 09' 52''$ East 1200.85 feet;

Thence South $39^{\circ} 50' 08''$ West 486.45 feet, more or less, to the true point of beginning.

(c) All that portion of the Southeast one-quarter of the Southeast one-quarter ($SE\frac{1}{4}$ $SE\frac{1}{4}$) of Section 30, T21N R19E MDB&M, described as follows:

Commencing at the intersection of Mt. Anderson and Mt. McClellan Streets as now exists of what was formerly known as Stead Air Force Base and which is marked by a brass di.;

Thence North $07^{\circ} 59' 50''$ East 348.26 feet to the true point of beginning; said point of beginning also being the back of the easterly curb of said Mt. McClellan Street;

Thence along said back of curb North $05^{\circ} 57' 50''$ East 249.12 feet to a point;

Thence leaving said back of curb South $84^{\circ} 02' 10''$ East 120.0 feet;

Thence South $05^{\circ} 57' 50''$ West 249.12 feet;

Thence North $84^{\circ} 02' 10''$ West 120.0 feet to the true point of beginning.

(d) Commencing at the quarter corner between Sections 2 and 3, T19N R19E MDB&M;

Thence North $0^{\circ} 11'$ West along the Section line common to said Sections 2 and 3, 157.10 feet;

Thence North $61^{\circ} 47' 16''$ West 261.45 feet to the true point of beginning;

Thence North $0^{\circ} 11'$ West 141.88 feet;

Thence South $89^{\circ} 49'$ West 150.0 feet;

Thence South $0^{\circ} 11'$ East 72.0 feet, more or less, to a point on a line bearing North $61^{\circ} 47' 16''$ West from the true point of beginning;

Thence South $61^{\circ} 47' 16''$ East 165.0 feet, more or less, to the true point of beginning.

(4) The following described property situate in Washoe County, Nevada, which the State of Nevada, Department of Highways conveyed to Sierra Pacific Power Company by Quitclaim Deed dated April 4, 1967; recorded April 6, 1967, Book 247, Page 78, File #84799, Official Records of Washoe County, Nevada.

(a) Lots 1 to 10, inclusive, in Block B of East Reno Heights, being part of the Southwest one-quarter of the Southeast one-quarter ($SW\frac{1}{4} SE\frac{1}{4}$) of Section 6, T19N R20E MDB&M, Washoe County, Nevada, according to the map thereof as filed in the office of the County Recorder of Washoe County, State of Nevada, on January 13, 1904.

(b) Lots 11 to 16, inclusive, in Block B as shown on the Amended Map of East Reno Heights, being part of the Southwest one-quarter of the Southeast one-quarter ($SW\frac{1}{4} SE\frac{1}{4}$) of Section 6, T19N R20E MDB&M as filed in the office of the County Recorder of Washoe County, State of Nevada, on December 10, 1904.

Excepting from aforesaid parcels the following description:

Beginning at the Southwest corner of said Block B of East Reno Heights Subdivision;

Thence North $10^{\circ} 29' 34''$ West along the western boundary of said Block B, 140.0 feet to an intersection with the southern line of an East-West alley in said Block B;

Thence North $79^{\circ} 30' 26''$ East along said southern line of said East-West alley, 210.94 feet to an intersection with the left or northern right of way line for Nevada Interstate Highway 80;

Thence South $70^{\circ} 17' 52''$ East along said left or northern right of way line, 218.74 feet to an intersection with the eastern boundary of Lot 16 of said Block B;

Thence South $10^{\circ} 29' 22''$ East along said eastern boundary, 29.99 feet to the Southeast corner of said Lot 16;

Thence South $79^{\circ} 30' 26''$ West along the southern boundary of said Block B, 400.0 feet to the Southwest corner of said Block B, the point of beginning.

(5) The following described property situate in Washoe County, Nevada, which Ellen Chapin Orr conveyed to Sierra Pacific Power Company by deed dated November 30, 1966; recorded December 1, 1966, Book 222, Page 391, File #76034, Official Records of Washoe County, Nevada.

Commencing at the intersection of the North line of Marsh Avenue with the easterly line of Harris Avenue extended as shown on the License Survey filed in the office of the County Recorder of Washoe County, Nevada, File #232834;

Thence along the northerly line of said Marsh Avenue the following courses and distances:

(1) North 77° 20' East 198.70 feet;
 (2) North 63° 49' East 257.97 feet;
 (3) North 54° 20' East 217.56 feet to the intersection with the West line of Sharon Way;

(4) North 0° 22' East 33.22 feet;

(5) North 40° 19' East along the northerly line of said Marsh Avenue 56.70 feet to the most easterly corner of parcel conveyed by Lloyd B. Patrick and Reka A. Patrick to Warren H. Neuebaumer and Marie Neuebaumer by deed recorded on December 24, 1952, Document #211926, Washoe County, Nevada, records, the true point of beginning;

Thence along the northerly line of said Marsh Avenue North 40° 19' East 116.0 feet, more or less, to the most southerly corner of parcel conveyed to Karl W. Gallagher and Dorothy M. Gallagher by deed recorded January 3, 1952, Document #202335, Records of Washoe County, Nevada;

Thence North 61° 12' West along the southwesterly line of said Gallagher parcel, 146.9 feet;

Thence North 43° 33' West 6.28 feet, more or less, to a point on the northerly side of a rock wall marking the northerly right of way line of the now abandoned South Side Canal;

Thence South 51° 48' West along the northerly side of said rock wall, 149.1 feet, more or less, to the most northerly corner of said parcel convey to Warren Neuebaumer and Marie Neuebaumer;

Thence along the northeasterly line of said parcel convey to Warren Neuebaumer and Marie Neuebaumer South 67° 38' East 190.2 feet, more or less, to the true point of beginning.

Reference is made to License Survey as filed in the office of the County Recorder of Washoe County, Nevada, on September 23, 1954, File #232834.

(6) The following described property situate in Washoe County, Nevada, which Ernest A. Capurro convey to Sierra Pacific Power Company by deed dated April 10, 1968; recorded April 11, 1968, Book 314, Page 417, File #112766, Official Records of Washoe County, Nevada.

A portion of the East one-half ($E\frac{1}{2}$) of Section 19 and the Southeast one-quarter ($SE\frac{1}{4}$) of Section 18, T19N R19E MDB&M.

Commencing at the East one-quarter corner of said Section 19;

Thence proceeding along the East line of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 19, North $0^{\circ} 45' 54''$ East 468.38 feet to the true point of beginning;

Thence South $79^{\circ} 15' 05''$ West 277.78 feet;

Thence South $84^{\circ} 49' 27''$ West 361.02 feet to an aluminum capped monument in concrete stamped "SPPCO.—R.L.S. 886";

Thence South $82^{\circ} 26' 38''$ West 746.68 feet to a monument described as above;

Thence South $38^{\circ} 27' 51''$ West 364.63 feet to a monument described as above;

Thence South $0^{\circ} 46' 02''$ East 24.95 feet to a point on the centerline of the Steamboat Canal;

Thence along the nineteen following courses and distances on said centerline:

- (1) South $55^{\circ} 18' 17''$ West 15.81 feet;
- (2) South $8^{\circ} 07' 48''$ West 14.14 feet;
- (3) South $26^{\circ} 33' 54''$ East 38.01 feet;
- (4) South $21^{\circ} 02' 15''$ East 13.93 feet;
- (5) South $8^{\circ} 58' 21''$ West 19.24 feet;
- (6) South $35^{\circ} 57' 38''$ West 63.01 feet;
- (7) South $61^{\circ} 44' 31''$ West 45.41 feet;
- (8) North $72^{\circ} 15' 19''$ West 13.12 feet;
- (9) North $38^{\circ} 39' 35''$ West 12.81 feet;
- (10) North $30^{\circ} 23' 55''$ West 43.48 feet;
- (11) North $55^{\circ} 25' 33''$ West 44.94 feet;
- (12) South $88^{\circ} 43' 37''$ West 22.51 feet;
- (13) South $75^{\circ} 15' 23''$ West 39.29 feet;
- (14) North $84^{\circ} 07' 49''$ West 53.78 feet;
- (15) North $69^{\circ} 34' 02''$ West 54.42 feet;
- (16) North $85^{\circ} 31' 14''$ West 108.83 feet;
- (17) South $77^{\circ} 38' 07''$ West 170.45 feet;
- (18) South $72^{\circ} 22' 19''$ West 56.14 feet;
- (19) North $69^{\circ} 34' 02''$ West 6.79 feet;

Thence leaving said centerline, North $33^{\circ} 17' 17''$ West 21.86 feet to a monument described as above;

Thence continuing North $33^{\circ} 17' 17''$ West 597.71 feet to a monument described as above;

Thence North $20^{\circ} 39' 32''$ East 1088.48 feet to a monument described as above;

Thence North $32^{\circ} 52' 34''$ East 379.54 feet to a monument described as above;

Thence North $7^{\circ} 40' 10''$ East 737.62 feet to a monument described as above;

Thence continuing North $7^{\circ} 40' 10''$ East 258.11 feet to a monument described as above;

Thence continuing North $7^{\circ} 40' 10''$ East 35.67 feet to a point on the centerline of the Last Chance Ditch;

Thence along the six following courses and distances on said centerline

- (1) North $72^{\circ} 49' 03''$ East 187.95 feet;
- (2) North $81^{\circ} 28' 01''$ East 278.15 feet;
- (3) North $87^{\circ} 03' 06''$ East 528.33 feet;
- (4) North $84^{\circ} 14' 06''$ East 173.32 feet;
- (5) North $81^{\circ} 44' 58''$ East 262.32 feet;
- (6) South $89^{\circ} 02' 14''$ East 96.56 feet;

Thence leaving said centerline, South $23^{\circ} 45' 04''$ West 34.90 feet to a monument described as above;

Thence continuing South $23^{\circ} 45' 04''$ West 101.37 feet to a monument described as above;

Thence continuing South $23^{\circ} 45' 04''$ West 537.36 feet to a monument described as above;

Thence South $67^{\circ} 10' 57''$ East 395.97 feet to a monument described as above;

Thence South $88^{\circ} 23' 36''$ East 281.73 feet to a monument described as above and said monument is also described as being on the East line of the Northeast one-quarter ($NE\frac{1}{4}$) of said Section 19;

Thence South $0^{\circ} 45' 54''$ West 1670.71 feet to the true point of beginning.

Reference is made to License Survey File #112764.

Containing 124.95050 acres, more or less.

(7) The following described property situate in Washoe County, Nevada which Fibreboard Paper Products Corporation conveyed to Sierra Pacific Power Company by deed dated October 22, 1963 recorded November 12, 1963, Book 716, Page 172, File #399219, Records of Washoe County, Nevada.

A portion of the Northeast one-quarter of the Northeast one-quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 4, T18N R18E MDB&M.

Commencing at the section corner common to Sections 33 and 34, T19N R18E MDB&M and Sections 4 and 3, T18N R18E MDB&M;

Thence South 56° 08' 36" West 939.3 feet to the true point of beginning;

Thence South 02° 03' 27" West 400.0 feet;

Thence North 87° 56' 33" West 400.0 feet;

Thence North 02° 03' 27" East 400.0 feet;

Thence South 87° 56' 33" East 400.0 feet to the true point of beginning.

Containing 3.673 acres, more or less.

(8) The following described real property situate in Washoe County, Nevada, which Stevan Landa and Marcelino Landa, dba Landa Bros., conveyed to Sierra Pacific Power Company by deed dated August 22, 1967; recorded September 20, 1967, Book 277, Page 409, File #97435, Official Records of Washoe County, Nevada.

A portion of the Northeast one-quarter (NE $\frac{1}{4}$) of Section 5, T19N R19E MDB&M, described as follows

Beginning at the Southwest corner of that parcel of real property conveyed to the Sierra Pacific Power Company by deed dated October 10, 1966 and recorded in Book 213, Page 673, Document #73110, Official Records, Washoe County, Nevada, said point of beginning further described as lying on the East-West one-quarter line of said Section 5 and being marked by a $\frac{5}{8}$ " rod and cap;

Thence along the westerly boundary of that said real property conveyed to the Sierra Pacific Power Company, North 00° 46' 30" West 397.86 feet to a point on the southerly boundary of property belonging to the City of Reno;

Thence along the said southerly boundary of City of Reno property, North 71° 17' 12" West 568.36 feet;

Thence leaving said southerly boundary of City of Reno property, South 45° 11' 04" East 320.71 feet;

Thence South 39° 02' 04" East 456.28 feet, more or less, to the aforementioned East-West one-quarter line of said Section 5;

Thence along said East-West one-quarter line, North 89° 23' 10" East 28.98 feet, more or less, to the true point of beginning.

Containing 2.462 acres, more or less.

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:

PLACER COUNTY, CALIFORNIA

(1) The following described property situate in Placer County, California, which Noel E. Hulbert and Peggy M. Hulbert conveyed to Sierra Pacific Power Company by deed dated August 6, 1969; recorded August 7, 1969, Volume 1256, Page 85, File #13555, Official Records of Placer County, California.

A portion of Lot 4 of the Southwest one-quarter (SW¼) of Section 18, T16N R18E MDB&M.

Beginning at a ¾" diameter iron pin, said pin being distant North 82° 00' 20" East 809.38 feet from the 2" pipe fence post found set at the Southwest corner of said Section 18;

Thence North from the point of beginning 35.0 feet to a ¾" capped pipe;

Thence South 89° 15' West 343.42 feet to a ¾" diameter iron pin;

Thence North 80° 42' West 463.70 feet to a point on the West line of said Section 18 and distant thereon North 00° 08' East 218.0 feet from the Southwest corner of said Section 18;

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Thence North $00^{\circ} 08'$ East along the West line of said Section 18, 163.19 feet to the Southwest corner of the parcel of land described as Parcel 2 in that certain deed to Harold V. Maxhimer, et ux, recorded October 1, 1968 in Volume 1216 of Official Records, Page 203;

Thence following along the boundaries of the land described in the last mentioned deed on the following three consecutive courses:

- (1) East 100.0 feet;
- (2) North $00^{\circ} 08'$ East 75.0 feet;
- (3) West 100.0 feet to a point on the West line of said Section 18;

Thence North $00^{\circ} 08'$ East along said section line for a distance of 75.0 feet to the Southwest corner of the parcel of land described as Parcel 2 in that certain deed to Dean G. Agnew, et ux, recorded February 23, 1965 in Volume 1053 of Official Records, Page 633;

Thence leaving the section line and running East along the South line of the parcel of land described in the last mentioned deed for a distance of 100.0 feet to the Southeast corner thereof;

Thence North $00^{\circ} 08'$ East 275.0 feet to the Northeast corner of the parcel of land described in the deed to Barbara Mallory recorded January 28, 1958 in Volume 752 of Official Records, Page 609;

Thence West along the North line of the parcel described in the last mentioned deed for a distance of 100.0 feet to a point on the West line of said Section 18;

Thence North $00^{\circ} 08'$ East along the West line of said Section 18, 521.29 feet to the Northwest corner of Lot 4 of the Southwest one-quarter ($SW\frac{1}{4}$) of said Section 18;

Thence leaving the section line and running North $89^{\circ} 14' 24''$ East 891.77 feet along the North line of said Lot 4 to the Northeast corner thereof;

Thence South $00^{\circ} 01' 47''$ East 1327.58 feet along the East line of Lot 4 to the Southeast corner thereof, a point on the South line of said Section 18 and distant thereon North $89^{\circ} 14' 56''$ East 895.54 feet from the Southwest corner of the section;

Thence South $89^{\circ} 14' 56''$ West along the South line of said Section 18, 93.95 feet to a $\frac{3}{4}$ " diameter iron pin set at the intersection of the section line with the West line of Deer Street as said street is shown on the map of the Brockway Vista Subdivision filed April 6, 1926 in Book D of Maps, Page 16, et seq. Placer County, Records;

Thence leaving the South line of said Section 18 and running North 102.05 feet to the point of beginning.

Containing 23.48 acres, more or less.

(2) The following described property situate in Placer County, California which Dante M. DelCarlo and Margit E. DelCarlo conveyed to Sierra Pacific Power Company by deed dated December 21, 1967; recorded December 28, 1967, Volume 1182, Page 86, File #21775, Official Records, Placer County, California.

A part of Lot 9 of Section 7, T15N R17E MDB&M, Placer County, California, described as follows:

Beginning at that certain point designated in that certain decree of the Superior Court of the State of California in and for the County of Placer to suit entitled "The Truckee River General Electric Company, a corporation, vs. John Anderson, et al" dated November 25, 1916, recorded June 5, 1919, in Book 177 of Deeds, Page 77 and October 2, 1919 in Book 177 of Deeds, Page 155, records of Placer County, as a point near the County road from Tahoe City to Tahoe Tavern South 3° 00' West 123.5 feet from the center of the crossing of the County road by the Lake Tahoe Railway and Transportation Company Railroad, which said center of the crossing of County road by the Lake Tahoe Railway and Transportation Company Railroad bears South 60° 00' East 254.0 feet from the quarter corner common to Sections 6 and 7, T15N R17E MDB&M;

Thence South 61° 00' West 38.4 feet;

Thence South 28° 30' West 65.0 feet;

Thence South 41° 20' 24" East (computed bearing) 66.04 feet (computed distance);

Thence North 57° 57' East 118.38 feet (computed distance);

Thence North 51° 45' West 101.0 feet to the point of beginning.

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 part 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, Battle Mountain and Tonopah, in the Counties of Churchill, Douglas, Esmeralda, Eureka, Humboldt, Lander, Lyon, Mineral, Nye, Ormsby, Pershing, Storey and Washoe, in the State of Nevada, and also in the Counties of Alpine, El Dorado, Mono, Nevada, Placer, Plumas and Sierra in the State of California and wheresoever situated (not therein or herein specifically excepted), including (without in any wise limiting or impairing by the enumeration of the same, the generality, scope and intent of the foregoing or of any general description contained in the Original Indenture, as heretofore supplemented and modified and hereby supplemented), all lands, rights of way, water and riparian rights and all interests therein, dams and dam sites, gas and electric light, heat and power plants and systems, water and/or water-works plants and systems, plants, manufactories, power houses, substations, garages, sheds, warehouses, repair shops, storage houses, buildings, tunnels, bridges, distribution and transmission lines, pipe lines, conduits, towers, poles, wires, cables and all other structures, machinery, engines, boilers, dynamos, electric machines, regulators, meters, transformers, generators, motors, electric and mechanical appliances, and other equipment of every description; and also all accessions, additions, alterations, improvements, betterments, developments, extensions and enlargements hereafter made, constructed or acquired by the Company to, of or upon any or all of the properties, equipment, systems and/or plants, and/or property used thereby or useful therefor or incidental thereto or connected therewith; and the reversions, reservations and remainders and all the estate, right, title, interest, possession, claim and demand of every nature and description whatsoever of the Company, as well at law as in equity, of, in and to the same and every part and parcel thereof.

PART IV.

Income.

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

PART V.**Properties Excepted.**

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

(A) 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 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 2000 Series.

§ 1.01. *Establishment of Bonds of the 2000 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, 9¾ % Series due 2000" (herein sometimes referred to as "Bonds of the 2000 Series").

§ 1.02. *Terms of Bonds of the 2000 Series.* The Bonds of the 2000 Series shall be issued only as registered Bonds without coupons of the denomination of \$1,000 or any multiple thereof, numbered L1 upwards.

May 1, 1970 shall be the date of the commencement of the first interest period for Bonds of the 2000 Series. All Bonds of the 2000 Series shall mature May 1, 2000 and shall bear interest at the rate of 9¾ % per annum until the payment of the principal thereof, such interest to be payable semi-annually on May 1 and November 1 in each year commencing November 1, 1970. The principal of and premium, if any, and interest on the Bonds of the 2000 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 and will be payable at the principal corporate trust office in the City of Boston, Massachusetts, of the Trustee. Interest on Bonds of the 2000 Series will be payable to the holder of record on the record date as

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hereinbelow defined; provided, however, that interest on the Bonds of the 2000 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 2000 Series.

The signatures of any officer or officers of the Company executing any Bond of the 2000 Series or attesting the corporate seal thereon may be facsimiles, engraved or printed.

The definitive Bonds of the 2000 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 2000 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 2000 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 2000 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 2000 Series shall be the registered holders of such Bonds of the 2000 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 2000 Series, with respect to any interest payment date applicable to the Bonds of the 2000 Series, shall mean the April 15 next preceding a May 1 interest payment date or the October 15 next preceding a November 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 2000 Series registered on the Bond register for the Bonds of the 2000 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 2000 Series shall be dated as provided in § 2.08 of the Original Indenture as modified by § 2.03 of the Twelfth Supplemental Indenture, except that, so long as there is no existing default in the payment of interest on the Bonds of the 2000 Series, all Bonds of the 2000 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 2000 Series shall bear interest from the May 1 or November 1, as the case may be, to which interest has been paid, unless such interest payment date is November 1, 1970, in which case such Bond shall bear interest from May 1, 1970.

Any notice affecting or relating to the Bonds of the 2000 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 2000 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 the 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 2000 Series may be exchanged for other registered Bonds of the 2000 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 2000 Series or upon any transfer thereof.

Neither the Company nor the Trustee shall be required to make transfers or exchanges of Bonds of the 2000 Series for a period of 10 days next preceding any designation of Bonds of the 2000 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 2000 Series, and shall maintain a Bond register for the Bonds of the 2000 Series.

§ 1.03. Redemption Provisions for Bonds of the 2000 Series. The Bonds of the 2000 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 2000 Series set forth in § 1.06 of this Thirteenth Supplemental Indenture, provided, however, that no such redemption shall be made prior to May 1, 1975 (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) less than the effective interest rate or cost of the Bonds of the 2000 Series; and

(b) either (i) through operation of the sinking and improvement fund for the Bonds of the 2000 Series provided for in § 1.04 of this Thirteenth 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 the Twelfth Supplemental Indenture.

§ 1.04. Sinking and Improvement Fund for Bonds of the 2000 Series.

As a sinking and improvement fund for the benefit of the Bonds of the 2000 Series, the Company covenants that it will, subject to the provisions hereinafter set forth in this Section, on or before April 30 in each year, beginning with the year 1972 and continuing to and including the year 1999, pay to the Trustee a sum equal to the lowest multiple of \$1,000 which exceeds (or is equal to) one and three-quarters per centum ($1\frac{3}{4}\%$) of the greatest aggregate principal amount of the Bonds of the 2000 Series theretofore outstanding at any one time prior to the March 15 next preceding such April 30, after deducting from said greatest aggregate principal amount the sum of the following (a) the aggregate principal amount of Bonds of the 2000 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 2000 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 hereinafter 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 2000 Series theretofore issued and then outstanding;

(b) relinquishing, for the period during which any Bonds of the 2000 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 2000 Series remain outstanding, provided that when no Bonds of the 2000 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 2000 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 Thirteenth Supplemental Indenture in anticipation of the current sinking fund payment; and

(d) redeeming Bonds of the 2000 Series, not theretofore funded, at any time at the Regular Redemption Price provided for in § 1.03 of this Thirteenth Supplemental Indenture in anticipation of future sinking fund payments.

Bonds of the 2000 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 2000 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 March 15 next preceding any sinking fund payment date a certificate of the Company setting forth the methods, if any, referred to in Clauses (a), (b), (c) and (d) above, by which the Company proposes to satisfy such sinking fund payment. Unless the Company files such a certificate on or before the time so required, the sinking fund payment shall be made entirely in cash, or, if the certificate so filed shows that such sinking fund payment is not to be satisfied in whole by one or more of the above methods enumerated in Clauses (a) to (d), inclusive, the balance of the sinking fund payment shall be made in cash.

All Bonds of the 2000 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 2000 Series are outstanding.

Forthwith after the March 15 preceding each sinking fund payment date on which the Company will be required to make to the Trustee a payment in cash for the sinking and improvement fund, the Trustee shall proceed to select for redemption from the Bonds of the 2000 Series, in the manner provided in Article 4 of the Original Indenture as modified by § 2.05 of the Twelfth Supplemental Indenture, a principal amount of Bonds of the 2000 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 Thirteenth Supplemental Indenture of the redemption for the sinking and improvement fund on the then next ensuing May 1 of the Bonds so selected. On or before the sinking fund payment date next preceding such May 1, the Company shall pay to the Trustee the cash payment required by this Section, plus the amount of all premiums, if any, and interest accrued and payable on the Bonds to be redeemed by the application of such cash payment, and the money so paid shall be applied by the Trustee to the redemption of such Bonds. The Company shall also deliver to the Trustee with the filing of any certificate of the Company heretofore provided for in this Section, or not later than the next succeeding sinking fund payment date, any Bonds specified in said Clause (a) of this Section. In the event any credit is being taken pursuant to Clause (b) of this Section, the Trustee shall be furnished with the following:

- (1) A statement of the Company by which it relinquishes, for the period during which any Bonds of the 2000 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 2000 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 2000 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. Notwithstanding the provisions of § 1.07 of Article 1 of the Twelfth Supplemental Indenture that said Article 1 shall be in force and effect only so long as any of the Bonds of the 1997 Series are outstanding, the Company hereby covenants that the covenants made by the Company in § 1.05 of said Article 1 of said Twelfth Supplemental Indenture shall also continue so long as any Bonds of the 2000 Series shall remain outstanding.

§ 1.06. *Form of Bonds of the 2000 Series.* The Bonds of the 2000 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 2000 SERIES]

No. L

§

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Nevada

First Mortgage Bond, 9¾ % Series due 2000,

Due May 1, 2000

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 May 1, 2000, and to pay interest thereon from May 1, 1970, 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 May and on the first day of November in each year until payment of the principal hereof.

The interest so payable upon any May 1 or November 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 April 15 preceding such May 1 or the October 15 preceding such November 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, premium, if any, and interest 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; 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 2000 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 2000 SERIES]

This bond is one of the bonds of a series (herein sometimes referred to as the "Bonds of the 2000 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 the Thirteenth Supplemental Indenture, dated as of May 1, 1970, and 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 2000 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 May 1, 1975 shall be limited as provided in said Thirteenth Supplemental Indenture); and (b) by operation of the sinking and improvement fund provided for in the Thirteenth Supplemental Indenture, and (in the instances provided in the Indenture) by application of cash received by the Trustees if all or substantially all of the properties used by

the Company in the conduct of certain classes of business thereof are sold to or taken through the exercise of the right of eminent domain or the right to purchase by any municipal or governmental body or agency, upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth in the tabulation below under the heading "Special Redemption Price":

| 12 Months' Period Beginning May 1 | Regular Redemption Price % | Special Redemption Price % | 12 Months' Period Beginning May 1 | Regular Redemption Price % | Special Redemption Price % |
|--|-------------------------------------|-------------------------------------|--|-------------------------------------|-------------------------------------|
| 1970.... | 109.75 | 100.00 | 1985.... | 104.71 | 100.00 |
| 1971.... | 109.42 | 100.00 | 1986.... | 104.38 | 100.00 |
| 1972.... | 109.08 | 100.00 | 1987.... | 104.04 | 100.00 |
| 1973.... | 108.75 | 100.00 | 1988.... | 103.70 | 100.00 |
| 1974.... | 108.41 | 100.00 | 1989.... | 103.37 | 100.00 |
| 1975.... | 108.07 | 100.00 | 1990.... | 103.03 | 100.00 |
| 1976.... | 107.74 | 100.00 | 1991.... | 102.69 | 100.00 |
| 1977.... | 107.40 | 100.00 | 1992.... | 102.36 | 100.00 |
| 1978.... | 107.07 | 100.00 | 1993.... | 102.02 | 100.00 |
| 1979.... | 106.72 | 100.00 | 1994.... | 101.69 | 100.00 |
| 1980.... | 106.39 | 100.00 | 1995.... | 101.35 | 100.00 |
| 1981.... | 106.06 | 100.00 | 1996.... | 101.01 | 100.00 |
| 1982.... | 105.72 | 100.00 | 1997.... | 100.68 | 100.00 |
| 1983.... | 105.38 | 100.00 | 1998.... | 100.34 | 100.00 |
| 1984.... | 105.05 | 100.00 | 1999.... | 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 Thirteenth 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 2000 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 Thirteenth 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 Thirteenth 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 TRUSTEE'S AUTHENTICATION CERTIFICATE]

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 2000 Series are outstanding.

ARTICLE 2.

Principal Amount of Bonds Presently to be Outstanding.

§ 2.01. The total aggregate principal amount of First Mortgage Bonds of the Company issued and outstanding and presently to be issued and outstanding under the provisions of and secured by the Indenture will be Seventy-five Million Nine Hundred Seventy-five Thousand Dollars (\$75,975,000), namely Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, Series A $3\frac{1}{4}\%$, due December 1, 1970, now issued and outstanding, Nine Hundred Seventy-five Thousand Dollars (\$975,000) principal amount of First Mortgage Bonds, $2\frac{7}{8}\%$ Series due 1977, now issued and outstanding, Three Million Five Hundred Thousand Dollars (\$3,500,000) principal amount of First Mortgage Bonds, $3\frac{1}{8}\%$ Series due 1978, now issued and outstanding, Four Million Dollars (\$4,000,000) principal amount of First Mortgage Bonds, $3\frac{3}{8}\%$ Series due 1984, now issued and outstanding, Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, $5\frac{1}{4}\%$ Series due 1986, now issued and outstanding, Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, $4\frac{1}{2}\%$ Series due 1988, now issued and outstanding, Six Million Five Hundred Thousand Dollars (\$6,500,000) principal amount of First Mortgage Bonds, 5% Series due 1991, now issued and outstanding, Five Million Dollars (\$5,000,000) principal amount of First Mortgage Bonds, $4\frac{7}{8}\%$ Series due 1992, now issued and outstanding, 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, Fifteen Million Dollars (\$15,000,000) principal amount of First Mortgage Bonds, $6\frac{1}{2}\%$ Series due 1997, now issued and outstanding, and Fifteen Million Dollars (\$15,000,000) principal amount of First Mortgage Bonds, $9\frac{3}{4}\%$ Series due 2000, 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 3.**Miscellaneous.**

§ 3.01. This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture, as heretofore supplemented and modified, and shall form a part thereof, and the Original Indenture as so supplemented and modified is hereby confirmed. All terms used in this Thirteenth Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture, as heretofore supplemented and modified, except in cases where the context clearly indicates otherwise.

§ 3.02. All recitals in this Supplemental Indenture are made by the Company only and not by the Trustees; and all of the provisions contained in the Original Indenture, as heretofore supplemented and modified, in respect of the rights, privileges, immunities, powers and duties of the Trustees shall be applicable in respect hereof as fully and with like effect as if set forth herein in full.

§ 3.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference as of May 1, 1970, the actual date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgments hereto annexed.

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

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

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused this Thirteenth 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 Thirteenth 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 or Assistant Vice Presidents, and its corporate seal to be attested by one of its



Trust Officers or Corporate Trust Officers; and Fletcher C. Chamberlin in token of his acceptance of the trust hereby created has hereunto set his hand and seal, all as of the day and year first above written.

SIERRA PACIFIC POWER COMPANY,

By

President.

Attest:

Jos. L. Chamberlin
Secretary.

(CORPORATE SEAL)

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

W. H. Albright
.....
W. H. Albright
.....

NEW ENGLAND MERCHANTS NATIONAL BANK OF BOSTON,

By

Vice President.

Attest:

Carl B. Jones
Trust Officer.

(CORPORATE SEAL)

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

W. H. Taunton
.....
W. H. Taunton
.....

Fletcher C. Chamberlin
.....

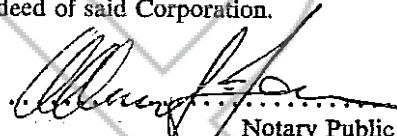
FLETCHER C. CHAMBERLIN

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

Samuel C. G. G. G.
.....
C. De F. F.
.....

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

On this 28th day of April, A. D., 1970, (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
ALLAN S. FERMAN
Notary Public State of New York
No. 31-6273600
Qualified in New York County
Commission Expires March 30, 1972

(NOTARIAL SEAL)



BOOK 35 PAGE 145

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

On this 29th day of April, A. D., 1970, (i) personally appeared before me, a Notary Public in and for the County of Suffolk, F. JOHN O'REILLY, JR., known to me to be a Vice President of New England Merchants National Bank of Boston, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated, that he is acquainted with the seal of said corporation, and that the said seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the corporation executed the said instrument freely and voluntarily and for the purposes and uses therein named; and (ii) also before me appeared CARL B. JONES and the same F. JOHN O'REILLY, JR., to me personally known, who being by me duly sworn did say that they are a Trust Officer and a Vice President, 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 F. JOHN O'REILLY, JR., acknowledged said instrument to be the free act and deed of said Bank.


James L. Terry, Notary Public

My commission expires June 18, 1976.


SEAL
Affixed

(NOTARIAL SEAL)

BOOK 35 PAGE 146

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

On this 29th day of April, A. D., 1970, (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 June 18, 1976.

(NOTARIAL SEAL)

RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.
on May 1, 1970
at 10 min. past 1 P. M.
in Book 35 of OFFICIAL
RECORDS, page 98-147, RECORDS
OF EUREKA COUNTY, NEW YORK
William G. DeTasio
Recorder - 52417 Fee \$ 52 ⁰⁰
File No.



BOOK 35 PAGE 147