
SIERRA PACIFIC POWER COMPANY

TO

NEW ENGLAND MERCHANTS NATIONAL BANK
(successor to The New England Trust Company)

AND

FLETCHER C. CHAMBERLIN
AS TRUSTEES

Fourteenth Supplemental Indenture

Dated as of November 1, 1972

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

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

THIS FOURTEENTH SUPPLEMENTAL INDENTURE dated as of the First day of November, 1972 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 is P. O. Box 10100, Reno, Nevada 89510 and address of its chief place of business is 100 East Meana Lane, Reno, Nevada, party of the first part, and NEW ENGLAND MERCHANTS NATIONAL BANK (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 018-12-5317 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 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, 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 the merger of said New England Merchants National

Bank of Boston into New England Merchants Bank ("National Association") under the name New England Merchants National Bank as of June 18, 1970; 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. Chamberlin as successor Co-Trustee thereunder and Fletcher C. Chamberlin is now the qualified and acting Co-Trustee thereunder; and

WHEREAS, the Predecessor Company heretofore executed and delivered to the Trustees nine Supplemental Indentures dated, respectively, as of August 1, 1947, April 1, 1948, October 1, 1952, November 1, 1954, November 1, 1956, April 1, 1958, May 1, 1961, June 1, 1962 and June 1, 1964 supplementing and/or modifying the Original Indenture, pursuant to each of which the Predecessor Company provided for the creation of a new series of First Mortgage Bonds; and

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

WHEREAS, the Company heretofore executed and delivered to the Trustees an Eleventh Supplemental Indenture dated as of October 1, 1965, a Twelfth Supplemental Indenture dated as of July 1, 1967 and a Thirteenth Supplemental Indenture dated as of May 1, 1970, each supplementing and/or modifying the Original Indenture, pursuant to each of which the Company provided for the creation of a new series of First Mortgage Bonds; and

WHEREAS, pursuant to the Original Indenture, as so supplemented and modified, there have been executed, authenticated and delivered and there are now outstanding First Mortgage Bonds of series and in principal amounts as follows:

| <u>Title</u> | <u>Issued and Outstanding</u> |
|--|-----------------------------------|
| 2 $\frac{7}{8}$ % Bonds of 1977 Series | \$ 975,000 |
| 3 $\frac{1}{8}$ % Bonds of 1978 Series | 3,500,000 |
| 3 $\frac{3}{8}$ % Bonds of 1984 Series | 4,000,000 |
| 5 $\frac{1}{4}$ % Bonds of 1986 Series | 3,000,000 |
| 4 $\frac{1}{2}$ % Bonds of 1988 Series | 3,000,000 |
| 5% Bonds of 1991 Series | 5,500,000 |
| 4 $\frac{7}{8}$ % Bonds of 1992 Series | 5,000,000 |
| 4 $\frac{3}{4}$ % Bonds of 1994 Series | 7,000,000 |
| 5% Bonds of 1995 Series | 10,000,000 |
| 6 $\frac{1}{2}$ % Bonds of 1997 Series | 15,000,000 |
| 9 $\frac{3}{4}$ % Bonds of 2000 Series | 15,000,000 |

WHEREAS, the Board of Directors of the Company has established under said Original Indenture, as supplemented and modified, a new series of Bonds to be designated First Mortgage Bonds, 8 $\frac{1}{4}$ % Series due 2002, to be dated as of November 1, 1972 and to be due November 1, 2002 (hereinafter sometimes referred to as "Bonds of the 2002 Series") and has authorized the initial issue of Bonds of the 2002 Series in the principal amount of Twenty Million Dollars (\$20,000,000) pursuant to the provisions of Article 3 of the Original Indenture to obtain funds for its corporate purposes; and

WHEREAS, §16.01 of the Original Indenture provides, among other things, that the Company may execute and file with the Trustees and the Trustees at the request of the Company shall join in indentures supplemental to the Original Indenture and which thereafter shall form a part thereof, for the purposes, among others, of (a) describing the terms of any new series of Bonds as established by resolution of the Board of Directors of the Company pursuant to § 2.03 of the Original Indenture, (b) subjecting to the lien of the Original Indenture, or perfecting the lien thereof upon, any additional properties of any character, (c) modifying any of the provisions of the Original Indenture to the extent permitted therein and (d) for any other purpose not inconsistent with the terms of the Original Indenture and which shall not impair the security of the same; and

WHEREAS, the Company desires to execute this Fourteenth Supplemental Indenture and hereby requests the Trustees to join in this Fourteenth Supplemental Indenture for the purpose of describing the terms of the Bonds of the 2002 Series, subjecting to the lien of the Original Indenture, as supplemented and modified, or perfecting the lien thereof upon, additional properties acquired by the Company since the execution and delivery of the Original Indenture, and modifying certain provisions of the Original Indenture pursuant to § 16.01(f) thereof (the Original Indenture, as heretofore supplemented and modified and as hereby supplemented and modified being herein sometimes called the "Indenture"); and

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

LYON COUNTY

(1) The following described property situate in Lyon County, Nevada, which G. S. Williams also known as Gil S. Williams and Hellen G. Williams, his wife, conveyed to Sierra Pacific Power Company by deed dated November 19, 1969 and recorded in Official Records of Lyon County, Nevada, February 12, 1970, File #00776:

A parcel of land located in the Southeast one-quarter of the Southeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 16, T13N R25E MDB&M and being an addition to the present Sierra Pacific Power Company parcel described by deed as filed for record in Book 44, Page 227, Official Records, Lyon County, Nevada, on September 8, 1961, and described as follows:

Beginning at the Southwest corner of the present Sierra Pacific Power Company parcel on the easterly right of way line of the Mason Highway, from which point the Southwest corner of said Section 16 bears South 85° 01' 58" West 4482.20 feet;

Thence along the said highway right of way line South 19° 31' 44" West 40.0 feet;

Thence South 70° 28' 16" East 213.63 feet;

Thence North 34° 08' 14" East 229.25 feet to the South line of Bridge Street;

Thence along Bridge Street, North 55° 51' 46" West 40.0 feet;

Thence along the Sierra Pacific Power Company parcel, South 34° 08' 14" West 192.35 feet;

Thence North 70° 28' 16" West 182.73 feet to the point of beginning. Containing 16,477 square feet or 0.378 acres.

(2) The following described property situate in Lyon County, Nevada, which Lawrence A. Jolliff and Eva M. Jolliff, his wife, conveyed to Sierra Pacific Power Company by deed dated November 3, 1970, recorded in Official Records of Lyon County, Nevada, on December 3, 1970, File #04971:

A portion of the Northwest one-quarter of the Southeast one-quarter of the Southwest one-quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 2, T17N R23E MDB&M, being more particularly described as follows:

Commencing at the Southwest corner of said Section 2;

Thence North 89° 32' 50" East 1305.47 feet, more or less, along the South line of said Section 2 to the Southwest corner of the Southeast one-quarter of the Southwest one-quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 2;

Thence North 0° 40' 47" West 923.18 feet along the West line of said Southeast one-quarter of the Southwest one-quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of said Section 2 to the true point of beginning;

Thence North 0° 40' 47" West 87.44 feet along the said West line to a point on the South line of an existing Sierra Pacific Power Company 100.0 foot wide power line easement;

Thence North 63° 17' 13" East 139.11 feet along the said South line of said power line easement;

Thence South 0° 40' 47" East 148.85 feet;

Thence South 89° 19' 13" West 125.0 feet, more or less, to the point of beginning. Containing 0.3394 acres, more or less.

WASHOE COUNTY

(1) The following described property situate in Washoe County, Nevada, which Incline Village General Improvement District conveyed to Sierra Pacific Power Company by deed dated July 13, 1971 and recorded August 20, 1971 in Book 568, Page 195, File #216080, Official Records of Washoe County, Nevada.

A portion of Section 23, T16N R18E MDB&M and more particularly described as follows:

Beginning at a point, from which the Northeast corner of Lot 15 Block "M", Mill Creek Estates as filed for record October 27, 1960, File #327730, Records of Washoe County, Nevada, bears South 62° 58' 52" West 1666.49 feet, said point being on the property line of existing Sierra Pacific Power Company property;

Thence following the northerly line of the said property line of Sierra Pacific Power Company the following courses and distances:

Along a curve to the right, from a tangent bearing North 49° 20' 23" West with a radius of 25.0 feet through a central angle of 120° 00' for an arc distance of 52.36 feet

Thence North 70° 59' 35" East 138.0 feet;

Thence thru a curve to the left with a radius of 275.0 feet through a central angle of 23° 00' for an arc distance of 110.39 feet;

Thence North 47° 39' 35" East 83.50 feet to the most northerly corner of the Sierra Pacific Power Company property.

Thence leaving the boundary of the Sierra Pacific Power Company property, North 42° 20' 25" West 243.0 feet;

Thence South 79° 40' 00" West 271.0 feet;

Thence South 87° 28' 21" West 256.30 feet to a point on Sweetwater Drive, extended;

Thence along the northeasterly line of Sweetwater Drive, extended, the following courses and distances:

Along a curve to the right from a tangent bearing North 83° 03' 34" East, said curve having a radius of 200.0 feet through a central angle of 70° 00' for an arc distance of 244.35 feet;

Thence South 26° 56' 26" East 48.04 feet;

Thence along a curve to the left with a radius of 255.0 feet through a central angle of 22° 23' 59" for an arc distance of 99.69 feet;

Thence South 49° 20' 25" East 140.82 feet to the true point of beginning. Containing 2.74 acres, more or less.

(2) The following described property situate in Washoe County, Nevada, which Rector, Wardens and Vestry, Saint Stephens Episcopal Church, conveyed to Sierra Pacific Power Company by deed dated November 30, 1970 and recorded December 16, 1970 in Book 509, Page 365, File #192527, Official Records of Washoe County, Nevada.

A portion of the East one-half of the Northeast one-quarter (E½ NE¼) of Section 9, T19N R19E MDB&M.

A strip of land 15.0 feet in width lying southwesterly, westerly and northwesterly of the following described lines:

Commencing at the Southeast corner of the Northwest one-quarter of the Northeast one-quarter (NW¼ NE¼) of said Section 9;

Thence North $0^{\circ} 07' 08''$ East along the eastern line of the Northwest one-quarter of the Northeast one-quarter ($NW\frac{1}{4}$, $NE\frac{1}{4}$) of said Section 9, 79.96 feet to the southern line of West 7th Street;

Thence along said last mentioned line South $86^{\circ} 47' 00''$ East 859.22 feet;

Thence continuing along said southern line of West 7th Street, the following three courses and distances:

From a tangent which bears the last described course, curving to the left through a central angle of $04^{\circ} 38'$ with a radius of 500.0 feet, an arc distance of 40.43 feet;

North $88^{\circ} 35' 00''$ East 105.43 feet;

North $88^{\circ} 05' 02''$ East 20.36 feet to the West bank of the Highland Ditch the true point of beginning;

Thence along the southwestern, western and northwestern line of said ditch the following nine courses and distances:

South $13^{\circ} 49' 12''$ East 100.74 feet;

South $31^{\circ} 15' 34''$ East 60.07 feet;

South $45^{\circ} 36' 33''$ East 84.48 feet;

South $05^{\circ} 05' 12''$ East 47.42 feet;

South $16^{\circ} 08' 51''$ West 58.07 feet;

South $40^{\circ} 40' 49''$ West 197.72 feet;

South $69^{\circ} 01' 00''$ West 72.37 feet;

South $57^{\circ} 10' 58''$ West 164.69 feet;

South $68^{\circ} 04' 40''$ West 59.53 feet.

The intent of this document is to describe a parcel of land 15.0 feet in width, parallel and adjacent to the southwestern, western and northwestern bank of the Highland Ditch.

(3) The following described property situate in Washoe County, Nevada, which Nevada Title Guaranty Company, Trustee for Norman H. Biltz, Thomas W. Dant, Virgil T. Smith and William Stremmell conveyed to Sierra Pacific Power Company by deed dated April 29, 1970 and recorded May 1, 1970 in Book 460, Page 126, File #172940, Official Records of Washoe County, Nevada.

A portion of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 24 and the Northeast one-quarter (NE $\frac{1}{4}$) of Section 25, T19N R19E MDB&M being more particularly described as follows:

Commencing at the Southeast corner of said Section 25;

Thence North 19° 30' 46" West 4415.35 feet to a point on the easterly line of US Highway 395;

Thence along said easterly line North 20° 47' 35" West 888.93 feet to the Southwest corner of an existing Sierra Pacific Power Company parcel;

Thence along the southerly line of the Sierra Pacific Power Company parcel, North 68° 23' 23" East 657.34 feet to the Southeast corner of the Sierra Pacific Power Company parcel, the true point of beginning;

Thence continuing North 68° 23' 23" East 262.72 feet;

Thence North 21° 11' 17" West 400.61 feet to a point on the southerly line of Moana Lane;

Thence along said southerly line, South 68° 23' 23" West 260.0 feet to the northeasterly corner of the Sierra Pacific Power Company parcel;

Thence along the easterly line of the Sierra Pacific Power Company parcel, South 20° 47' 57" East 400.64 feet to the true point of beginning.

(4) The following described property situate in Washoe County, Nevada, which Reno Properties Corporation conveyed to Sierra Pacific Power Company by deed dated May 17, 1972 and recorded May 18, 1972 in Book 637, Page 266, File #244770, Official Records of Washoe County, Nevada.

A portion of the Southwest one-quarter of the Southwest one-quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 27, T19N R19E MDB&M, being more particularly described as follows:

All of Lot 1 according to the Official Plat of Skyline Heights Subdivision #6 as filed for record on July 22, 1968, File #120293, Official Records of Washoe County, Nevada.

(5) The following described property situate in Washoe County, Nevada, which the State of Nevada, acting by and through its Department of Highways, conveyed to Sierra Pacific Power Company by deed dated April 3, 1972, and recorded May 16, 1972 in Book 636, Page 371, File #244390, Official Records of Washoe County, Nevada.

A portion of Lot 12 of Section 7, T19N R20E MDB&M, described as follows:

Beginning at a point 50.0 feet left of and measured radially from the centerline of FAS 716 (Kietzke Lane) at Highway Engineer's Station "A" 7 + 42.98 P.O.C., said point further described as bearing North $0^{\circ} 10' 56''$ West 752.82 feet from the West quarter corner of said Section 7;

Thence North $0^{\circ} 10' 56''$ West along the West boundary of said Section 7, 329.58 feet to the Northwest corner of said Lot 12, said point also being in the South meander line of the Truckee River;

Thence North $80^{\circ} 49' 04''$ East along said South meander line, 187.90 feet to the intersection of the westerly right of way of said Kietzke Lane, said point being 50 feet left of and measured radially from the centerline of said Kietzke Lane at Highway Engineer's Station "A" 11 + 32.64 P. O. C.;

Thence from a tangent which bears South $56^{\circ} 27' 29''$ West curving to the left with a radius of 1250 feet along said westerly right of way through an angle of $18^{\circ} 36' 17''$ an arc distance of 405.89 feet to the point of beginning. Containing 26,152 square feet, more or less.

(6) The following described property situate in Washoe County, Nevada, which Big Six Investment Company and Emerson J. Wilson conveyed to Sierra Pacific Power Company by deed dated June 25, 1970 and recorded June 26, 1970 in Book 472, Page 211, File #177696, Official Records of Washoe County, Nevada.

A portion of the Southwest one-quarter of the Southeast one-quarter ($SW\frac{1}{4}$ $SE\frac{1}{4}$) of Section 15, T20N R19E MDB&M, described as follows:

Commencing at the quarter section corner common to Sections 15 and 22, T20N R19E MDB&M;

Thence South $89^{\circ} 44' 06''$ East 44.64 feet to the easterly right of way line of old US Highway 395;

Thence South $11^{\circ} 01' 35''$ East 682.0 feet to a point on the North line of the South one-half of the Northwest one-quarter of the Northeast one-quarter ($S\frac{1}{2}$ $NW\frac{1}{4}$ $NE\frac{1}{4}$) of Section 22, T20N R19E MDB&M;

Thence along said line South $89^{\circ} 30' 35''$ East 1166.90 feet to the Northeast corner thereof;

Thence North $0^{\circ} 36' 44''$ East along the East line of the Northwest one-quarter of the Northeast one-quarter ($NW\frac{1}{4}$ $NE\frac{1}{4}$) of said Section

22 and the East line of the Southwest one-quarter of the Southeast one-quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of said Section 15, 668.56 feet;

Thence North 0° 19' 20" East 345.67 feet to a point on the westerly right of way line of new US Highway 395;

Thence along said westerly right of way line the following courses and distances:

North 39° 15' 32" West 929.19 feet;

South 50° 44' 28" West 30.01 feet;

North 39° 15' 32" West 263.65 feet to a point on the southerly right of way line of the Western Pacific Railroad;

Thence along said line on a course to the left the tangent of which bears South 88° 02' 54" West having a radius of 946.28 feet for an arc distance of 292.00 feet;

Thence South 17° 41' 17" East 553.48 feet to a point on the northerly right of way line of Security Circle;

Thence along said right of way line South 78° 58' 25" West 417.83 feet to the true point of beginning;

Thence continuing South 78° 58' 25" West 142.37 feet;

Thence along a curve to the right having a radius of 20 feet through a central angle of 78° 15' 51" for an arc distance 27.32 feet to a point on the easterly right of way line of old US Highway 395;

Thence along said highway right of way line on a curve to the left having a radius of 3550.0 feet through a central angle of 03° 47' 50" for an arc distance of 235.27 feet to a point on the southerly right of way line of the Western Pacific Railroad right of way;

Thence along said right of way North 68° 33' 28" East 172.19 feet;

Thence South 25° 34' 03" East 281.49 feet to the true point of beginning.

(7) The following described property situate in Washoe County, Nevada, which John J. Ascuaga and Rose L. Ascuaga conveyed to Sierra Pacific Power Company by deed dated April 24, 1970 and recorded April 24, 1970 in Book 458, Page 383, File #172323, Official Records of Washoe County, Nevada.

A portion of the Southwest one-quarter of the Southeast one-quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 15, T20N R19E MDB&M described as follows:

Commencing at the quarter section corner common to Sections 15 and 22, T20N R19E MDB&M;

Thence South $89^{\circ} 44' 06''$ East 44.64 feet to the easterly right of way line of old US Highway 395;

Thence South $11^{\circ} 01' 35''$ East 682.0 feet to a point on the North line of the South one-half of the Northwest one-quarter of the Northeast one-quarter ($S\frac{1}{2} NW\frac{1}{4} NE\frac{1}{4}$) of Section 22, T20N R19E MDB&M;

Thence along said line South $89^{\circ} 30' 35''$ East 1166.90 feet to the Northeast corner thereof;

Thence North $0^{\circ} 36' 44''$ East along the East line of the Northwest one-quarter of the Northeast one-quarter ($NW\frac{1}{4} NE\frac{1}{4}$) of said Section 22 and the East line of the Southwest one-quarter of the Southeast one-quarter ($SW\frac{1}{4} SE\frac{1}{4}$) of said Section 15, 668.56 feet;

Thence North $0^{\circ} 19' 20''$ East 345.67 feet to a point on the westerly right of way line of new US Highway 395;

Thence along said westerly right of way line the following courses and distances:

North $39^{\circ} 15' 32''$ West 929.19 feet;

South $50^{\circ} 44' 28''$ West 30.01 feet;

North $39^{\circ} 15' 32''$ West 263.65 feet to a point on the southerly right of way line of the Western Pacific Railroad;

Thence along said line on a curve to the left the tangent of which bears South $88^{\circ} 02' 54''$ West having a radius of 946.28 feet for an arc distance of 292.0 feet to the true point of beginning;

Thence South $17^{\circ} 41' 17''$ East 353.48 feet to a point on the northerly right of way line of Security Circle;

Thence along said right of way line South $78^{\circ} 58' 25''$ West 417.83 feet;

Thence North $25^{\circ} 34' 03''$ West 281.49 feet to a point on the southerly right of way line of the Western Pacific Railroad;

Thence along said railroad right of way the following courses and distances:

North $68^{\circ} 33' 28''$ East 322.67 feet;

Along a curve to the right having a radius of 946.28 feet through a central angle of $03^{\circ} 30'$ a long chord which bears North $69^{\circ} 41' 51''$ East a distance of 131.87 feet to the true point of beginning.

(8) The following described property situate in Washoe County, Nevada, which Viking Nevada Land Company and Lands of Sierra, Inc., doing busi-

ness as Verdi Industrial Park, conveyed to Sierra Pacific Power Company by deed dated August 23, 1971 and recorded December 14, 1971 in Book 599, Page 441, File #228753, Official Records of Washoe County, Nevada.

A portion of that certain real property situate in the Southeast one-quarter of the Southwest one-quarter (SE $\frac{1}{4}$, SW $\frac{1}{4}$) of Section 8, T19N R18E MDB&M, more particularly described as follows:

Commencing at the South quarter corner of said Section 8;

Thence North 04° 32' 04" East 192.12 feet to a point on the northerly right of way line of US Highway 40, said point also being the intersection of said northerly right of way line and the center line of a proposed Erik Circle;

Thence North 21° 26' 00" West along said center line of Erik Circle 231.10 feet to the true point of beginning;

Thence continuing North 21° 26' 00" West 325.08 feet;

Thence South 85° 24' 15" West 414.97 feet;

Thence South 18° 58' 00" East 350.0 feet;

Thence North 84° 25' 30" East 293.41 feet;

Thence North 21° 26' 00" West 50.36 feet;

Thence South 84° 35' 33" East 145.70 feet to the true point of beginning. Containing 3.148 acres, more or less.

(9) The following described property situate in Washoe County, Nevada, which William Ernest DeCoursey conveyed to Sierra Pacific Power Company by deed dated February 19, 1971 and recorded February 26, 1971 in Book 525, Page 50, File #198739, Official Records of Washoe County, Nevada.

PARCEL #1

A portion of the Southeast one-quarter of the Southeast one-quarter of the Northeast one-quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 29, T18N R20E MDB&M.

Beginning at the one-quarter corner common to Sections 28 and 29, T18N R20E MDB&M;

Thence North 583.0 feet to the South side of the county highway right of way;

Thence along said right of way South 69° 58' West 257.0 feet;

Thence along said right of way North 81° 30' West 176.10 feet;

Thence South 520.0 feet;

Thence East 415.50 feet to the place of beginning.

PARCEL #2

The East one-half of the Northeast one-quarter of the Southeast one-quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section 29, T18N R20E MDB&M.

(10) The following described property situate in Washoe County, Nevada, which Vernon L. Balsi and Genevieve A. Balsi, his wife, and Louis W. Balsi and Angelina C. Balsi, his wife, conveyed to Sierra Pacific Power Company by deed dated February 25, 1971 and recorded February 26, 1971 in Book 525, Page 123, File #198788, Official Records of Washoe County, Nevada.

A portion of the Southwest one-quarter (SW $\frac{1}{4}$) of Section 31, T19N R20E MDB&M, more particularly described as follows:

Commencing at the Northwest corner of said Section 31;

Thence South 25° 47' 20" East 2933.25 feet;

Thence South 89° 19' East 32.26 feet to the true point of beginning, said point being the Northeast corner of that certain parcel of land described by deed dated November 1, 1949 by and between Angelo Balsi and the Cochran Ditch Association and filed for record in Book 245, Page 131, File #178810, Records of Washoe County, Nevada;

Thence South 89° 19' East along the South line of Delucchi Lane, 180.0 feet;

Thence South 57.0 feet;

Thence South 57° 22' 09" West 150.20 feet;

Thence North 20° 53' 37" West along the eastern property line of the property conveyed to the Cochran Ditch Association 150.0 feet to the true point of beginning. Containing 0.371 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:

EL DORADO COUNTY, CALIFORNIA

(1) The following described property situate in El Dorado County, California, which Donmar Development Corporation and G-E-M Development Corporation conveyed to Sierra Pacific Power Company by deed dated May 26, 1971 and recorded June 2, 1971 in Book 1056, Page 294, File #14030, Official Records of El Dorado County, California.

PARCEL #1

Lot 23 as shown on the official map of Tahoe Valley Center Unit #2, as filed for record in the office of the County Recorder of El Dorado County, California, on November 21, 1962 in Map Book C, Map #108.

SAVING AND EXCEPTING THEREFROM the South 235 feet of said Lot 23.

PARCEL #2

Lot 24 as shown on the official map of Tahoe Valley Center Unit #2, as filed for record in the office of the County Recorder of El Dorado County, California, on November 21, 1962 in Map Book C, Map #108.

SIERRA COUNTY, CALIFORNIA

(1) The following described property situate in Sierra County, California which Occidental Petroleum Land and Development Corporation conveyed to Sierra Pacific Power Company by deed dated April 2, 1971 and recorded May 27, 1971 in Book 53, Page 99, File #49724, Sierra County Records, Sierra County, California.

A portion of the Section 29, T21N R16E MDB&M more particularly described as follows:

Commencing at the Northwest corner of said Section 29;

Thence South $68^{\circ} 40' 50''$ East 663.72 feet to the westerly side of Smithneck Road at Engineer's Station 102+54.53 as shown on that certain Record of Survey Map filed in the office of the Recorder of Sierra County, California, in Book 3 of Maps at Page 68;

Thence along the westerly line of Smithneck Road, South $26^{\circ} 39' 16''$ East 1153.27 feet;

Thence along a curve to the left having a radius of 1940.0 feet and a central angle of $02^{\circ} 26' 28''$ a distance of 82.66 feet to the true point of beginning;

Thence South $60^{\circ} 04' 30''$ West 259.15 feet;

Thence South $09^{\circ} 00' 00''$ East 213.50 feet;

Thence North $60^{\circ} 04' 30''$ East 342.77 feet to the westerly line of Smithneck Road;

Thence along a curve to the right, tangent to a line drawn North $34^{\circ} 59' 30''$ West, having a radius of 1940.0 feet and a central angle of $05^{\circ} 53' 46''$ a distance of 199.64 feet to the point of beginning. Containing 1.37 acres, more or less.

PART III

All Other Property

Whether the same has or has not been specifically described or referred to elsewhere in the Indenture, and provided the same is not therein or herein elsewhere expressly excepted: all the corporate and other franchises owned by the Company, and all permits, ordinances, easements, privileges, immunities, patents and licenses, all rights to construct, maintain and operate overhead and underground systems for the distribution and transmission of electric current, gas, water, steam heat or other agencies for the supplying to itself and to others of light, heat, power and water, all rights of way and all grants and consents and all leases and leasehold interests whatsoever (not therein or herein specifically excepted) whether the same or any of the same are now owned or hereafter acquired by the Company; also all other property, real, personal

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

PART IV

Income

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

PART V**Properties Excepted**

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

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

ALPINE COUNTY, CALIFORNIA

(1) The following described property situate in Alpine County, California, which the United States of America conveyed to Sierra Pacific Power Company by Land Patent #04-72-0026, issued September 28, 1971 and recorded December 8, 1971 in Book 14, Page 632, File #2294, Official Records of Alpine County, California.

The East one-half of the Southeast one-quarter ($E\frac{1}{2} SE\frac{1}{4}$) of Section 2; the Southeast one-quarter of the Southwest one-quarter ($SE\frac{1}{4} SW\frac{1}{4}$) of Section 12; the Northeast one-quarter of the Southwest one-quarter ($NE\frac{1}{4} SW\frac{1}{4}$) and the Southeast one-quarter of the Southeast one-quarter ($SE\frac{1}{4} SE\frac{1}{4}$) of Section 23; the Northwest one-quarter of the Northwest one-quarter ($NW\frac{1}{4} NW\frac{1}{4}$) of Section 24, all situate in T10N R18E MDB&M.

The East one-half ($E\frac{1}{2}$) of Lot 7 and the East one-half ($E\frac{1}{2}$) of Lot 9 of Section 13; the East one-half ($E\frac{1}{2}$) of Lot 12 of Section 25, all situate in T11N R18E MDB&M.

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

(C) All property released or otherwise disposed of pursuant to the provisions of Article 6 of the Original Indenture

(all herein sometimes for convenience collectively referred to as "excepted property").

TO HAVE AND TO HOLD all that part of the aforesaid property, rights, privileges, franchises and immunities not situated in the State of California, whether now owned or hereafter acquired by the Company, unto the Trustees, and their respective successors and assigns in trust forever; and TO HAVE AND TO HOLD all that part of the aforesaid property, rights, privileges, franchises and immunities situated in the State of California, whether now owned or hereafter acquired by the Company, unto the Individual Trustee, and his successors and assigns in trust forever.

SUBJECT, HOWEVER, to the exceptions and reservations and matters hereinabove recited, any permitted liens, other than liens and encumbrances junior to the lien of the Indenture, as defined in § 1.01(y) of the Original Indenture, and to liens existing on any property hereafter acquired by the Company at the time of such acquisition or permitted by § 5.04 of the Original Indenture.

BUT IN TRUST, NEVERTHELESS, for the equal pro rata benefit, security and protection of all present and future holders of the Bonds issued and to be issued under and secured by the Indenture, and to secure the payment of such Bonds and the interest thereon, in accordance with the provisions of said Bonds and of the Indenture, without any discrimination, preference, priority or distinction as to lien or otherwise of any Bond over any other Bond, except insofar as any sinking fund established in accordance with the provisions of the Indenture may afford additional security for the Bonds of any one or more series and except as provided in § 10.29 of the Original Indenture, so that the principal and interest of every such Bond shall be equally and ratably secured by the Indenture, as if all said Bonds had been issued, sold and delivered for value simultaneously with the execution of the Original Indenture and to secure the performance of and the compliance with the covenants and conditions of said Bonds and of the Indenture, and upon the trusts and for the uses and purposes and subject to the covenants, agree-

ments, provisions and conditions hereinafter set forth and declared; it being hereby agreed as follows, to wit:

ARTICLE 1.

Description of Bonds of the 2002 Series.

§ 1.01. *Establishment of Bonds of the 2002 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, 8 $\frac{1}{4}$ % Series due 2002" (herein sometimes referred to as "Bonds of the 2002 Series").

§ 1.02. *Terms of Bonds of the 2002 Series.* The Bonds of the 2002 Series shall be issued only as registered Bonds without coupons of the denomination of \$1,000 or any multiple thereof, numbered M1 upwards. November 1, 1972 shall be the date of the commencement of the first interest period for Bonds of the 2002 Series. All Bonds of the 2002 Series shall mature November 1, 2002 and shall bear interest at the rate of 8 $\frac{1}{4}$ % 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 May 1, 1973. The principal of and premium, if any, and interest on the Bonds of the 2002 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 2002 Series will be payable to the holder of record on the record date as hereinbelow defined; provided, however, that interest on the Bonds of the 2002 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 2002 Series.

The signatures of any officer or officers of the Company executing any Bond of the 2002 Series or attesting the corporate seal thereon may be facsimiles, engraved or printed.

The definitive Bonds of the 2002 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 2002 Series is registered at the close of business on any record date (as hereinafter 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 2002 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 2002 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 2002 Series shall be the registered holders of such Bonds of the 2002 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 2002 Series, with respect to any interest payment date applicable to the Bonds of the 2002 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 2002 Series registered on the Bond register for the Bonds of the 2002 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 right of bondholders or of the Trustee consequent on any default.

Every Bond of the 2002 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 2002 Series, all Bonds of the 2002 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 2002 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 May 1, 1973, in which case such Bond shall bear interest from November 1, 1972.

Any notice affecting or relating to the Bonds of the 2002 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 2002 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 2002 Series may be exchanged for other registered Bonds of the 2002 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 2002 Series or upon any transfer thereof.

Neither the Company nor the Trustee shall be required to make transfers or exchanges of Bonds of the 2002 Series for a period of 10 days next preceding any designation of Bonds of the 2002 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 2002 Series, and shall maintain a Bond register for the Bonds of the 2002 Series.

~~§ 1.03. Redemption Provisions for Bonds of the 2002 Series.~~ The Bonds of the 2002 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 2002 Series set forth in § 1.06 of this Fourteenth Supplemental Indenture; provided, however, that (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) (i) no such redemption shall be made prior to November 1, 1977 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 8.25% per annum, and (ii) any such redemption made on or after November 1, 1977 and prior to November 1, 1982 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 (so computed) less than 8.25% per annum shall be made only upon payment of 112% of the principal amount thereof; and

(b) either (i) through operation of the sinking and improvement fund for the Bonds of the 2002 Series provided for in § 1.04 of this Fourteenth 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 called principal amount thereof (the "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 2002 Series. As a sinking and improvement fund for the benefit of the Bonds of the 2002 Series, the Company covenants that it will, subject to the provisions hereinafter set forth in this Section, on or before October 31 in each year, beginning with the year 1974 and continuing to and including the year 2001, 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 2002 Series theretofore outstanding at any one time prior to the September 15 next preceding such October 31, after deducting from said greatest aggregate principal amount the sum of the following (a) the aggregate principal amount of Bonds of the 2002 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 2002 Series made the basis of the withdrawal of such proceeds pursuant to Article 7 of the Original Indenture.

The payments and the dates upon which payments are required for the sinking and improvement fund as above provided are in this § 1.04 referred to as "sinking fund payments" and "sinking fund payment dates", respectively.

The Company shall have the right, subject to conditions herein contained, to satisfy any sinking fund payment in whole or in part by

(a) delivering to the Trustee for the sinking and improvement fund on or prior to the sinking fund payment date Bonds of the 2002 Series theretofore issued and then outstanding;

(b) relinquishing, for the period during which any Bonds of the 2002 Series shall remain outstanding, upon compliance with the provisions set forth below in this § 1.04, the right to use for any purpose under the Indenture (i) a net amount of additional property established by additional property certificates filed with the Trustee pursuant to § 3.04 (B) of the Original Indenture, not theretofore funded, and equal to $10/6$ ths of a principal amount of Bonds issuable pursuant to said § 3.04 and/or (ii) Bonds retired as evidenced to the Trustee pursuant to § 3.05 (B) of the Original Indenture, and not theretofore funded, which net amount of additional property referred to in (i) above and the

Bonds referred to in (ii) above shall thereupon become funded within the meaning of § 1.01 (cc) (6) of the Original Indenture, so long as any Bonds of the 2002 Series remain outstanding; provided that when no Bonds of the 2002 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 2002 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 Fourteenth Supplemental Indenture in anticipation of the current sinking fund payment; and

(d) redeeming Bonds of the 2002 Series, not theretofore funded, at any time at the Regular Redemption Price provided for in § 1.03 of this Fourteenth Supplemental Indenture in anticipation of future sinking fund payments.

Bonds of the 2002 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 2002 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 September 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 2002 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 2002 Series are outstanding.

Forthwith after the September 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 2002 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 2002 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 Fourteenth Supplemental Indenture of the redemption for the sinking and improvement fund on the then next ensuing November 1 of the Bonds so selected. On or before the sinking fund payment date next preceding such November 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 2002 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.

(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 2002 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 2002 Series and any other expense of operation of such fund, the intention being that such fund shall not be charged for interest, premium and such expenses.

§ 1.05. *Restrictions on Payment of Dividends on Common Stock.* The Company will not (a) declare or pay any dividend (other than dividends payable in common stock of the Company) on or make any other distribution in respect of any shares of the common stock of the Company, or (b) purchase, redeem, retire or otherwise acquire for a consideration (other than in exchange for or from the proceeds of other shares of capital stock of the Company) any shares of capital stock of the Company of any class, except to the extent required to comply with any sinking or purchase fund which may now exist or hereafter be established for any class of Preferred Stock of the Company, if the aggregate amount so declared, paid, distributed or expended after December 31, 1971 would exceed the aggregate amount

of the net income of the Company available for dividends on its common stock accumulated after December 31, 1971, plus the sum of \$6,000,000.

Net income of the Company available for dividends on its common stock for the purpose of this Section shall mean the sum of (i) the total operating revenues of the Company, less the total operating expenses, taxes (including income, excess profits and other taxes based on or measured by income or undistributed earnings or income), interest charges and other appropriate items, including provision for maintenance, and provision for depreciation in an amount which shall not be less than any provision for depreciation provided for in the Indenture, after provision for all dividends accrued on any outstanding stock of the Company having preference over the common stock as to dividends, and (ii) other net income of the Company, all determined in accordance with sound accounting practice. In determining such net income of the Company no deduction or adjustment shall be made for or in respect of any charges which under sound accounting practice are not appropriate deductions in determining net income and, without limiting the generality of the foregoing, no deduction or adjustment shall be made for or in respect of (a) premiums, discounts and expenses in connection with the issuance of securities of the Company, and expenses in connection with the redemption or retirement of any securities issued by the Company, including any amount paid in excess of the principal amount or par or stated value of securities redeemed or retired, or, in the event that such redemption or retirement is effected with the proceeds of sale of other securities of the Company, interest or dividends on the securities redeemed or retired from the date on which the funds required for such redemption or retirement are deposited in trust for such purpose to the date of redemption or retirement; (b) profits or losses from sales of property or other capital assets or from the reacquisition of any securities of the Company, or taxes on or in respect of any such profits; (c) any change in the book value of, or any appreciation or diminution in the value of, any assets owned by the Company; (d) charges for the elimination or amortization of utility plant adjustments or utility plant acquisition adjustments or other intangibles except any such charges amortized on a monthly, quarterly, semi-annual, annual or other regular periodic basis; or (e) any earned surplus adjustment (including tax adjustments) applicable to any period prior to January 1, 1972.

§ 1.05. *Form of Bonds of the 2002 Series.* The Bonds of the 2002 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 2002 SERIES]

No. M _____

\$ _____

SIERRA PACIFIC POWER COMPANY
 Incorporated under the laws of the State of Nevada
 First Mortgage Bond, 8¼% Series due 2002,
 Due November 1, 2002.

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 November 1, 2002, and to pay interest thereon from November 1, 1972, 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 2002 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 2002 SERIES]

This bond is one of the bonds of a series (herein sometimes referred to as the "Bonds of the 2002 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 by succession, herein sometimes called the "Trustee"), and Leo W. Huegls (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, by the Twelfth Supplemental Indenture, dated as of July 1, 1967, and by the Fourteenth Supplemental Indenture, dated as of November 1, 1972 and as supplemented by all other indentures supplemental thereto, executed and delivered by the Company (or executed and delivered by its predecessor and duly assumed by the Company) to said Trustees, to which Indenture of Mortgage and all indentures supplemental thereto (herein sometimes collectively called the "Indenture") reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the rights and remedies and limitations on such rights and remedies of the registered owner of this bond in regard thereto, the terms and conditions upon which said bonds are secured thereby, the terms and conditions upon which additional bonds and coupons may be issued thereunder and the rights, immunities and obligations of the Trustees under said Indenture; but neither the foregoing reference to said Indenture, nor any provision of this bond or of said Indenture, shall affect or impair the obligation of the Company, which is absolute, unconditional and unalterable, to pay at the maturity herein provided the principal of and premium, if any, and interest on this bond as herein provided.

Said Indenture, among other things, provides that no bondholder or bondholders may institute any suit, action or proceeding for the collection of this bond, or claim for interest thereon, or to enforce the lien of said Indenture, if and to the extent that the institution or prosecution thereof or the entry of a judgment or a decree therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of said Indenture upon any property subject thereto.

The Bonds of the 2002 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, in connection with certain refundings, the redemption of Bonds of the 2002 Series (i) shall not be permitted until November 1, 1977, and (ii) thereafter until November 1, 1982, shall be permitted only at 112% of the principal amount thereof, all as provided in said Fourteenth Supplemental Indenture); and (b) by operation of the sinking and improvement fund

provided for in the Fourteenth 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 called principal amount thereof:

| 12 Months' Period Beginning November 1 | Regular Redemption Price % | 12 Months' Period Beginning November 1 | Regular Redemption Price % |
|--|----------------------------|--|----------------------------|
| 1972..... | 108.25 | 1987..... | 103.99 |
| 1973..... | 107.97 | 1988..... | 103.70 |
| 1974..... | 107.69 | 1989..... | 103.42 |
| 1975..... | 107.40 | 1990..... | 103.13 |
| 1976..... | 107.12 | 1991..... | 102.85 |
| 1977..... | 106.83 | 1992..... | 102.57 |
| 1978..... | 106.55 | 1993..... | 102.28 |
| 1979..... | 106.26 | 1994..... | 102.00 |
| 1980..... | 105.98 | 1995..... | 101.71 |
| 1981..... | 105.69 | 1996..... | 101.43 |
| 1982..... | 105.41 | 1997..... | 101.14 |
| 1983..... | 105.13 | 1998..... | 100.86 |
| 1984..... | 104.84 | 1999..... | 100.57 |
| 1985..... | 104.56 | 2000..... | 100.29 |
| 1986..... | 104.27 | 2001..... | 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 Fourteenth 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 prop-

erty, 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 2002 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 set forth in the Indenture.

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 Fourteenth 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 Fourteenth 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 principal amount thereof 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,
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 2002 Series are outstanding.

ARTICLE 2.

Modifications of the Original Indenture.

§ 2.01. § 1.01(q) of the Original Indenture is hereby modified by deleting in its entirety clause (6) of the third paragraph thereof, and substituting therefor a new clause (6), so that said § 1.01(q) (6) as so modified will read in its entirety as follows:

“(6) may include the interest of the Company in property owned jointly with other parties (and the Company’s undivided title thereto shall be deemed good title for the purpose of this Indenture) whether or not the Company is presently entitled to require partition of such property;”.

§ 2.02. § 1.01(y) of the Original Indenture is hereby modified by deleting the word “and” at the end of clause (9), by changing the period at the end of clause (10) to a semicolon followed by the word “and”, and by adding after said clause (10) the following clause (11):

“(11) the undivided interest of other owners, and liens thereon, in property of the nature referred to in § 1.01(q)(6) whether or not the Company is presently entitled to require partition of such property.”

§ 2.03. The modifications of the Original Indenture set forth in this Article 2 shall become effective without any approval or consent of the holders of any Bonds of the 2002 Series or of any series of Bonds issued after the date of this Fourteenth Supplemental Indenture only (a) when all Bonds of the 1977 Series, all Bonds of the 1978 Series, all Bonds of the 1984 Series, all Bonds of the 1986 Series, all Bonds of the 1988 Series, all Bonds of the 1991 Series, all Bonds of the 1992 Series, all the Bonds of the 1994 Series, all Bonds of the 1995 Series, all Bonds of the 1997 Series, and all Bonds of the 2000 Series have ceased to be outstanding or (b) when a supplemental indenture for the purpose of making such modifications (or either of them) effective shall have been executed by the Company and the Trustees with the consent of the holders of not less than seventy-five percentum (75%) in principal amount of the Bonds at the time outstanding (excluding the Bonds of the 2002 Series and each series of Bonds issued after the date of this Fourteenth Supplemental

Indenture) or their attorney-in-fact duly authorized and otherwise in compliance with Article 12 of the Original Indenture. For the purpose of all action taken and documents delivered or filed after the effective date of said modifications of § 1.01(q) and § 1.01(y) pursuant to any provisions of the Indenture as at the time supplemented and modified, including without limitation all computations and statements of net earnings, of retirements and of cost, fair value and amount of additional property all property which shall be "additional property" under the definition of that term in said § 1.01(q) as so modified shall be regarded as if it had been "additional property" at all times at and after the time when it was acquired or constructed by the Company or was charged to the Company's fixed property accounts; it being intended (without limiting the generality of the foregoing) that after the effective date of said modifications all jointly owned property not subject to a prior lien, except permitted liens (including permitted liens included in § 1.01(y) as so modified), which at any time after October 31, 1940 would have qualified for use as additional property for any purpose under the Indenture shall be so usable (even if retired prior to such use) at a net amount calculated with appropriate effect given to all retirements of the property so being used and any credit for substitution in connection therewith.

ARTICLE 3.

Principal Amount of Bonds Presently to be Outstanding.

§ 3.01. The total aggregate principal amount of First Mortgage Bonds of the Company issued and outstanding and presently to be issued and outstanding under the provisions of and secured by the Indenture will be Ninety-two Million Nine Hundred Seventy-five Thousand Dollars (\$92,975,000), namely 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, Fifteen Million Dollars (\$15,000,000) principal amount of First Mortgage Bonds, 9 $\frac{3}{4}$ % Series due 2000, now issued and outstanding, and Twenty Million Dollars (\$20,000,000) principal amount of First Mortgage Bonds, 8 $\frac{1}{4}$ % Series due 2002, established by resolution of the Board of Directors and to be issued upon compliance by the Company with the provisions of Article 3 of the Original Indenture.

ARTICLE 4.

Miscellaneous.

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

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

§ 4.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference as of November 1, 1972 the actual date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgements hereto annexed.

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

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

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused this Fourteenth 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 in token of its acceptance of the trust hereby created has caused this Fourteenth 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 Corporate Trust Officers, and its corporate seal to be attested by one of its Corporate Trust Officers or Assistant 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

Neil H. White
President.

Attest:

J.R. Pedersen
Secretary.

(CORPORATE SEAL)

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

Fletcher C. Chamberlin
Joe L. Chamberlin



NEW ENGLAND MERCHANTS NATIONAL BANK

By *F. B. Kelly, Jr.*
Vice President

Attest:
A. H. [Signature]
Assistant Corporate Trust Officer

(CORPORATE SEAL)

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

D. H. Esslinger
W. L. [Signature]

Fletcher C. Chamberlin
FLETCHER C. CHAMBERLIN



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

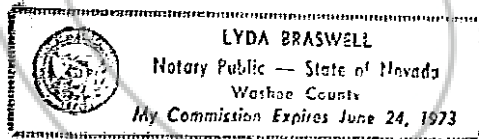
D. H. Esslinger
W. L. [Signature]

STATE OF NEVADA }
COUNTY OF WASHOE } ss.:

On this *19th* day of October, A. D., 1972, (i) personally appeared before me, a Notary Public in and for the County of Washoe, JOHN R. PEDERSEN, 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 personally appeared NEIL W. PLATH and the same JOHN R. PEDERSEN 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 acknowledged that the foregoing instrument was executed by them on behalf of said Corporation by authority of the Directors, and the said NEIL W. PLATH and JOHN R. PEDERSEN also acknowledged the said instrument to be the free act and deed of said Corporation.

Lyda Braswell
Notary Public

(NOTARIAL SEAL.)



COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } ss.

On this 16th day of October, A. D. 1972, (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, 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 ARTHUR D. HINDMAN and the same F. JOHN O'REILLY, JR., to me personally known, who being by me duly sworn did say that they are an Assistant Corporate Trust Officer and a Vice President, respectively, of New England Merchants National Bank, 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 ARTHUR D. HINDMAN and F. JOHN O'REILLY, JR., acknowledged said instrument to be the free act and deed of said Bank.

Arthur D. Hindman
.....
Notary Public

My commission expires DEC 1 1972

(NOTARIAL SEAL)



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

On this 16th day of October, A. D., 1972, (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.

Albert A. Grotz
Notary Public

My commission expires DEC 1 1972
(NOTARIAL SEAL)



RECORDED AT THE REQUEST OF SIERRA Pacific Power Co.
ON NOV 1 1972, at 05 mins. past 9 A. M. h
BOOK 44 OF OFFICIAL RECORDS, pages 19-60 RECORDS OF
EUREKA COUNTY, NEVADA Walter A. Nease Recorder
File No. 56808 Fee 46.00