

61819

SIERRA PACIFIC POWER COMPANY

TO

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

AND

JAMES S. FISHER
AS TRUSTEES

Seventeenth Supplemental Indenture

Dated as of July 1, 1976

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.

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THIS SEVENTEENTH SUPPLEMENTAL INDENTURE dated as of the First day of July, 1976 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 Moana 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 JAMES S. FISHER, as Co-Trustee and Secured Party (whose Social Security number is 008-28-5228 and whose residence address is 7 Brentwood Road, Sudbury, Massachusetts), the mailing address of each of whom is 28 State Street, Boston, Massachusetts 02109 (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

WHEREAS, on November 18, 1974, Fletcher C. Chamberlin resigned as Co-Trustee and the Company and the Trustee, in accordance with the provisions of § 15.20 of the Original Indenture, accepted such resignation and appointed James S. Fisher as successor Co-Trustee thereunder, and James S. Fisher 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

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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, a Thirteenth Supplemental Indenture dated as of May 1, 1970, a Fourteenth Supplemental Indenture dated as of November 1, 1972, a Fifteenth Supplemental Indenture dated as of May 1, 1974, and a Sixteenth Supplemental Indenture dated as of October 1, 1975, 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>
27 $\frac{3}{8}$ % Bonds of 1977 Series	\$ 975,000
3 $\frac{1}{8}$ % Bonds of 1978 Series	3,500,000
3 $\frac{3}{8}$ % Bonds of 1984 Series	4,000,000
5 $\frac{1}{4}$ % Bonds of 1986 Series	3,000,000
4 $\frac{1}{2}$ % Bonds of 1988 Series	3,000,000
5 % Bonds of 1991 Series	6,500,000
4 $\frac{7}{8}$ % Bonds of 1992 Series	5,000,000
4 $\frac{3}{4}$ % Bonds of 1994 Series	7,000,000
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
8 $\frac{1}{4}$ % Bonds of 2002 Series	20,000,000
9 $\frac{7}{8}$ % Bonds of 2004 Series	30,000,000
2 % Bonds of 2011 Series	3,589,000

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, 7 $\frac{7}{8}$ % Series P due 2006, to be due July 1, 2006 (hereinafter sometimes referred to as "Bonds of the P Series") and has authorized the initial issue of Bonds of the P Series in the principal amount of Ten Million Dollars (\$10,000,000) 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 (the Original Indenture, as heretofore supplemented and modified and as hereby supplemented and modified being herein sometimes called the "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) modifying any provisions of the Original Indenture to the extent permitted therein and (c) for any other purpose not inconsistent with the terms of the Original Indenture and which shall not impair the security of the same; and

WHEREAS, the Company desires to execute this Seventeenth Supplemental Indenture and hereby requests the Trustees to join in this Seventeenth Supplemental Indenture for the purpose of describing the terms of the Bonds of the P Series and modifying certain provisions of the Original Indenture pursuant to § 16.01 (f) thereof; and

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

WHEREAS, pursuant to a Financing Agreement to be dated as of July 1, 1976 between Washoe County, Nevada (the "County") and the Company (the "Agreement")

(a) Ten Million Dollars (\$10,000,000) aggregate principal amount of Bonds of the P Series are to be issued to the County and assigned by it to First National Bank of Nevada, Reno, Nevada, the trustee (herein together with any successor trustee called the "County Trustee") under an Indenture of Trust (the "Washoe Indenture") to be dated as of July 1, 1976 between the County and the County Trustee;

(b) Said Bonds of the P Series are to be held in pledge as security for the performance of the obligations of the Company under the Agreement and in particular for the security of the payment of the principal of and premium, if any, and interest on Ten Million Dollars

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(\$10,000,000) aggregate principal amount of Washoe County, Nevada Collateralized Water Facilities Revenue Bonds (Sierra Pacific Power Company Project) Series 1976 (the "Washoe Series 1976 Bonds") to be issued under the Washoe Indenture and sold to the public;

(c) Any payments received by the County Trustee on account of principal of, or interest or premium on, the Bonds of the P Series are to be applied by the County Trustee to the payment of corresponding amounts of principal of, or interest or premium on, the Washoe Series 1976 Bonds; and any payments received by the County Trustee on account of principal of, or interest or premium on, the Washoe Series 1976 Bonds through funds other than such payments received by it on account of principal of, or interest or premium on, the Bonds of the P Series shall constitute full payment of corresponding amounts of principal of, or interest or premium on, the Bonds of the P Series; and any receipt by the County Trustee of any Washoe Series 1976 Bonds for cancellation shall constitute full payment of the principal of, and interest and premium on, a corresponding amount of Bonds of the P Series except to the extent that such payment has already been effected pursuant to the provisions of the Agreement summarized earlier in this clause (c);

(d) Pursuant to the Agreement and the Washoe Indenture, additional bonds may be issued under the Washoe Indenture which will rank *pari passu* with the Washoe Series 1976 Bonds and be equally and ratably secured by and entitled to the protection of the Washoe Indenture; and

(e) Such additional bonds, if any, are to be secured by additional Bonds to be issued by the Company under the Original Indenture, as supplemented and modified.

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, remise, 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 III 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.

GENERAL 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 descrip-

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tion contained in the Original Indenture, as heretofore supplemented and modified and hereby supplemented), all lands, rights of way, water and riparian rights and all interests therein, dams and dam sites, gas and electric light, heat and power plants and systems, water and/or water-works plants and systems, plants, manufactories, power houses, substations, garages, sheds, warehouses, repair shops, storage houses, buildings, tunnels, bridges, distribution and transmission lines, pipe lines, conduits, towers, poles, wires, cables and all other structures, machinery, engines, boilers, dynamos, electric machines, regulators, meters, transformers, generators, motors, electric and mechanical appliances, and other equipment of every description; and also all acccessions, 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 II.

INCOME.

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

PART III.

PROPERTIES EXCEPTED.

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

(A) All property excepted or excluded or intended to be excepted or excluded by the Granting Clauses of the Original Indenture as heretofore supplemented and modified and as hereby supplemented, subject to the provisions of § 5.17 of the Original Indenture, provided, how-

ever, that no properties necessary or appropriate for purchasing, storing, generating, manufacturing, utilizing, transmitting, supplying and/or disposing of electricity, water and/or gas shall be excepted from the lien of the Indenture, anything contained in Subdivision I of Part X of the Granting Clauses of the Original Indenture to the contrary notwithstanding; and

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

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

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

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

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

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issued, sold and delivered for value simultaneously with the execution of the Original Indenture and to secure the performance of and the compliance with the covenants and conditions of said Bonds and of the Indenture, and upon the trusts and for the uses and purposes and subject to the covenants, agreements, provisions and conditions herein-after set forth and declared; it being hereby agreed as follows, to wit:

ARTICLE 1.

DESCRIPTION OF BONDS OF THE P SERIES.

SECTION 1.01. *Establishment of Bonds of the P 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, 7 $\frac{7}{8}$ % Series P due 2006" (herein sometimes referred to as "Bonds of the P Series").

SECTION 1.02. *Terms of Bonds of the P Series.* The Bonds of the P Series shall be evidenced by a single registered Bond in the principal amount and denomination of Ten Million Dollars (\$10,000,000) finally due July 1, 2006 but payable in installments as follows:

<u>July 1</u> <u>of the year</u>	<u>Principal</u> <u>Amount</u>	<u>July 1</u> <u>of the year</u>	<u>Principal</u> <u>Amount</u>
1992	\$ 200,000	1999	\$ 200,000
1993	200,000	2000	200,000
1994	200,000	2001	200,000
1995	200,000	2002	200,000
1996	200,000	2003	600,000
1997	200,000	2004	700,000
1998	200,000	2005	800,000
		2006	5,700,000

The Bonds of the P Series shall bear interest on the unpaid principal balance at the rate of 7 $\frac{7}{8}$ % per annum payable semi-annually on January 1 and July 1 commencing January 1, 1977. July 1, 1976, shall be the date of commencement of the first interest period for such Bonds. All such Bonds shall be dated as provided in § 2.08 of the Original Indenture as modified by § 2.03 of the Twelfth Supplemental Indenture.

The single Bond of the P Series shall be numbered 1 and shall upon issuance be delivered by the Company to and registered in the name of the County Trustee and shall be transferable only as required to effect an assignment thereof to a successor trustee under the Washoe Indenture. Bonds issued upon transfer shall be numbered from 2 upwards and issued in the same \$10,000,000 denomination but all payments of principal theretofore made on the Bonds of the P Series shall be duly noted thereon by the Trustee.

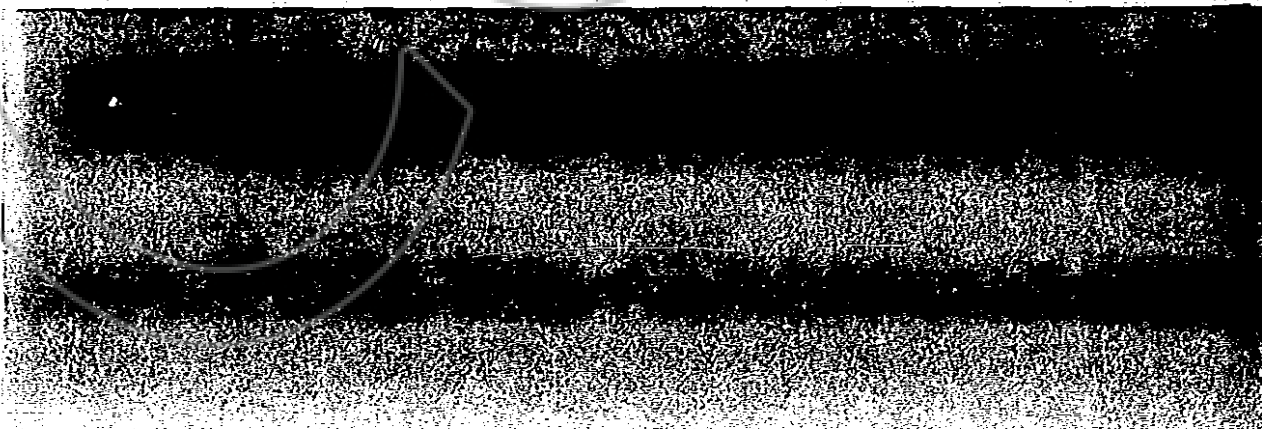
It is expected that the Company, pursuant to the Agreement, will furnish directly to the County Trustee at its principal corporate trust office all funds required for any and all payments of principal of, and interest and premium on, the Washoe Series 1976 Bonds (or that in lieu of any such payment the Company or the County will deposit with the County Trustee Washoe Series 1976 Bonds for cancellation) and that corresponding payments of interest and of installments of principal (including premiums if appropriate) on the single Bond of the P Series will automatically be effected in accordance with the provisions of the Agreement. Any such payment may be made in any coin or currency of the United States which is legal tender for the payment of public and private debts.

Unless payment then is or has been made pursuant to the next preceding paragraph, payment of the principal of, and premium, if any, and interest on the single Bond of the P Series shall be made 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 at the principal corporate trust office of the County Trustee, but any such payment may be made to the County Trustee for the account of the County in funds immediately available at said office of the County Trustee, in each case on or prior to the business day preceding the due date for such payment.

The Trustees may at any and all times conclusively assume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on Bonds of the P Series, so far as such payments shall at the time have become due, has been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the County Trustee signed by one of its officers, stating (i) that timely payment of principal of, or premium or interest on, Bonds of the P Series has not been made, (ii) that the Company is in arrears as to the payments required to be made by it to the

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County Trustee pursuant to the Agreement after giving effect to any Excess Amount (as defined in the Agreement) in the Bond Fund provided by the Washoe Indenture and (iii) the amount of the arrearage.

The County Trustee, by acceptance of the single Bond of the P Series, shall agree to make prompt notation thereon of all payments and prepayments on account of principal thereof made or occurring under any provision of the Agreement or of this Seventeenth Supplemental Indenture, and to surrender said Bond to the Trustee upon final payment thereof.

Any notice affecting or relating to the Bonds of the P 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 County Trustee at its address as the same appears on the Bond register for the Bonds of the P 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 the County Trustee receives such notice.

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

SECTION 1.03. Prepayment Provision for Bonds of the P Series. The single Bond of the P Series is not prepayable prior to July 1, 1986, except that if, at any time, (1) the Company shall elect to prepay installments payable under the Agreement and to cause the Washoe Series 1976 Bonds to be redeemed upon the occurrence of an event specified in Section 7.1 of the Agreement or (2) the Company shall be obligated to prepay installments payable under the Agreement and to cause the Washoe Series 1976 Bonds to be redeemed upon the occurrence of an event specified in Section 7.2 of the Agreement, in any such event the Bonds of the P Series shall be prepaid by the Company in whole, but not in part, at 100% of the unpaid principal amount thereof plus accrued interest to the prepayment date, which date shall be the same as the redemption date or the acceleration date for the Washoe Series 1976 Bonds.

The single Bond of the P Series shall be prepaid by the Company on or after July 1, 1986, in whole at any time or in part on any interest payment date, if but only if the Company shall have elected to prepay installments under the Agreement of like principal amount and to cause Washoe Series 1976 Bonds of like principal amount to be redeemed on

the prepayment date in accordance with the second paragraph of Section 3.01 of the Washoe Indenture. Such prepayment shall be at the prepayment price determined in accordance with the following table plus accrued interest to the prepayment date:

If the prepayment date is during the twelve months beginning July 1	Prepayment Price
1986	103 %
1987	102½
1988	102
1989	101½
1990	101
1991	100½
1992 and thereafter	100

Except to the extent that the Company shall at any time elect, pursuant to the provisions of the Washoe Indenture, to apply as a credit in respect of a sinking fund obligation thereunder an amount of Washoe Series 1976 Bonds redeemed or purchased and delivered to the County Trustee, any prepayment of only a part of the single Bond of the P Series shall be in inverse order of the maturities of the several installment payments, e.g., all the portion of the single Bond of the P Series due on July 1, 2006, must be prepaid before any installment having an earlier maturity date. In the event that the Company at any time elects, pursuant to the provisions of the Washoe Indenture, to apply as a credit in respect of a sinking fund obligation thereunder an amount of Washoe Series 1976 Bonds redeemed or purchased and delivered to the County Trustee, the corresponding prepayment of the single Bond of the P Series in the same principal amount shall be credited against the installment due on the single Bond of the P Series in the same year as such sinking fund obligation.

In each case where a portion or all of the single Bond of the P Series is to be prepaid as contemplated by this Section 1.03, notice of not less than forty-five (45) nor more than ninety (90) days shall be given by the Company to the County Trustee unless such notice shall have been waived in writing by the County Trustee. A copy of each such notice and each such waiver of notice shall also be furnished by the Company to the Trustee.

All portions of the single Bond of the P Series which may from time to time be paid or prepaid in accordance with this § 1.03 shall thereupon be deemed to be funded, and no such portion may be reissued, so long as any portion of said Bond of the P Series is outstanding.

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SECTION 1.04. *Form of Bonds of the P Series.* The Bonds of the P 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 BONDS OF P SERIES]

SIERRA PACIFIC POWER COMPANY
Incorporated under the laws of the State of Nevada
First Mortgage Bond, 7 $\frac{7}{8}$ % Series P due 2006
Due July 1, 2006

NOTE: THE HOLDER OF THIS BOND BY ACCEPTANCE HEREOF AGREES TO RESTRICTIONS ON TRANSFER, TO WAIVERS OF CERTAIN RIGHTS OF EXCHANGE, AND TO INDEMNIFICATION PROVISIONS AS SET FORTH BELOW.

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 below), for value received, hereby promises to pay to as trustee (the "County Trustee") under an Indenture of Trust (the "Washoe Indenture") dated as of July 1, 1976 between Washoe County, Nevada (the "County") and the County Trustee, or to its successor as such trustee, the sum of Ten Million Dollars (\$10,000,000) payable in installments as follows:

<u>July 1 of the year</u>	<u>Principal Amount</u>	<u>July 1 of the year</u>	<u>Principal Amount</u>
1992	\$ 200,000	1999	\$ 200,000
1993	200,000	2000	200,000
1994	200,000	2001	200,000
1995	200,000	2002	200,000
1996	200,000	2003	600,000
1997	200,000	2004	700,000
1998	200,000	2005	800,000
		2006	5,700,000

together with interest from July 1, 1976 on the unpaid principal amount of this bond at the rate of 7 $\frac{7}{8}$ % per annum, such interest to be paid semi-annually in arrears on the first day of January and July commencing January 1, 1977.

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This bond is issued to the County Trustee as security for the payment by the Company of the principal of, and interest and premium on, a like amount of bonds (the "Washoe Series 1976 Bonds") issued under the Washoe Indenture pursuant to a Financing Agreement dated as of July 1, 1976 between the County and the Company (the "Agreement"). It is expected that the Company will make all payments of principal of, and interest and premium on, the Washoe Series 1976 Bonds directly to the County Trustee (or that in lieu thereof the Company or the County will deposit with the County Trustee Washoe Series 1976 Bonds for cancellation). All such payments shall automatically constitute corresponding payments on the Bonds of the P Series in accordance with the provisions of the Agreement. The holder of this bond by acceptance hereof agrees that whenever any payment on account of the principal of this bond is made or occurs under any provision of said Indenture, the Agreement or the Washoe Indenture, the holder hereof shall promptly note on the Schedule of Payments of Principal or the Schedule of Prepayments of Principal the date and amount of each such payment of principal, and shall promptly notify the Trustee of the amount of each such payment and that the notation of payment has been duly made, and further agrees to surrender this bond to the Trustee for cancellation when all principal of, premium, if any, and interest on this bond shall have been duly paid.

Unless payment then is or has been made pursuant to the foregoing paragraph, the principal of and premium, if any, and interest on this bond will be paid in lawful money of the United States of America and will be payable at the principal corporate trust office of the County Trustee by check to the order of the County Trustee for the account of the County in Federal funds immediately available at said office of the County Trustee, in each case on or prior to the business day preceding the due date for such payment. The holder of this bond by acceptance hereof agrees that any such payment of principal, premium or interest on this bond shall be credited as and used to make a corresponding payment of principal, premium or interest on the Washoe Series 1976 Bonds.

This bond is the single registered bond evidencing the bonds of a series (herein sometimes referred to as the "Bonds of the P 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,

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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. Huegle (now James S. Fisher 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, by the Fourteenth Supplemental Indenture, dated as of November 1, 1972, and by the Fifteenth Supplemental Indenture, dated as of May 1, 1974 and as supplemented by all other indentures supplemental thereto including a Seventeenth Supplemental Indenture, dated as of July 1, 1976, 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 maturities 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, waiver or loss of the lien of said Indenture upon any property subject thereto.

This bond is not prepayable prior to July 1, 1986, except that if at any time (1) the Company shall elect to prepay installments payable under the Agreement and to cause the Washoe Series 1976 Bonds to be redeemed upon the occurrence of an event specified in Section 7.1 of the Agreement or (2) the Company shall be obligated to prepay installments payable under the Agreement and to cause the Washoe Series 1976 Bonds to be redeemed upon the occurrence of an event specified in Section 7.2 of the Agreement, in any such event this bond shall be prepaid by the Company in whole, but not in part, at 100% of the unpaid principal amount thereof plus accrued interest to the prepayment date, which date shall be the same as the redemption date or the acceleration date for the Washoe Series 1976 Bonds.

This bond shall be prepaid by the Company on or after July 1, 1986, in whole at any time or in part on any interest payment date, if but only if the Company shall have elected to prepay installments under the Agreement of like principal amount and to cause Washoe Series 1976 Bonds of like principal amount to be redeemed on the prepayment date in accordance with the second paragraph of Section 3.01 of the Washoe Indenture. Such prepayment shall be at the prepayment price determined in accordance with the following table plus accrued interest to the prepayment date:

If prepayment date is during twelve-month period beginning July 1	Prepayment Price
1986	103 %
1987	102½
1988	102
1989	101½
1990	101
1991	100½
1992 and thereafter	100

Except to the extent that the Company shall at any time elect, pursuant to the provisions of the Washoe Indenture, to apply as a credit in respect of a sinking fund obligation thereunder an amount of Washoe Series 1976 Bonds redeemed or purchased and delivered to the County Trustee, any prepayment of only a part of this bond shall be in inverse order of the maturities of the several installment payments, e.g., all the

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portion of this bond due on July 1, 2006, must be prepaid before any installment having an earlier maturity date. In the event that the Company at any time elects, pursuant to the provisions of the Washoe Indenture, to apply as a credit in respect of a sinking fund obligation thereunder an amount of Washoe Series 1976 Bonds redeemed or purchased and delivered to the County Trustee, the corresponding prepayment of this bond in the same principal amount shall be credited against the installment due on this bond in the same year as such sinking fund obligation.

In each case where this bond is to be prepaid in whole or in part as contemplated herein notice of not less than forty-five (45) days nor more than ninety (90) days shall be given by first class mail postage prepaid to the holder of record of this bond unless such notice has been waived in writing by the County Trustee.

To the extent permitted and as provided in said Indenture, modifications or alterations of said Indenture, or of any indenture supplemental thereto, and of the bonds issued thereunder and of the rights and obligations of the Company and the rights of the bearers or registered owners of the bonds and coupons, if any, may be made with the consent of the Company and with the written approvals or consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds outstanding, and unless all of the bonds then outstanding under said Indenture are affected in the same manner and to the same extent by such modification or alteration, with the written approvals or consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds of each series outstanding, provided, however, that no such alteration or modification shall, without the written approval or consent of the bearer or registered owner of any bond affected thereby, (a) impair or affect the right of such bearer or registered owner to receive payment of the principal of and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, except that the holders of not less than seventy-five per centum (75%) in principal amount of the bonds outstanding may consent on behalf of the bearers or registered owners of all of the bonds to the postponement of any interest payment for a period of not exceeding three (3) years from its due date, or (b) deprive any bearer or registered owner of the bonds of a lien on the mortgaged and pledged property, or (c) reduce the percentage of the principal amount of the bonds upon the consent of which modifications or alterations may be effected as aforesaid.

The Company and the Trustee and any paying agent may deem and treat the person in whose name this bond shall be registered upon the Bond register for the Bonds of the P 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.

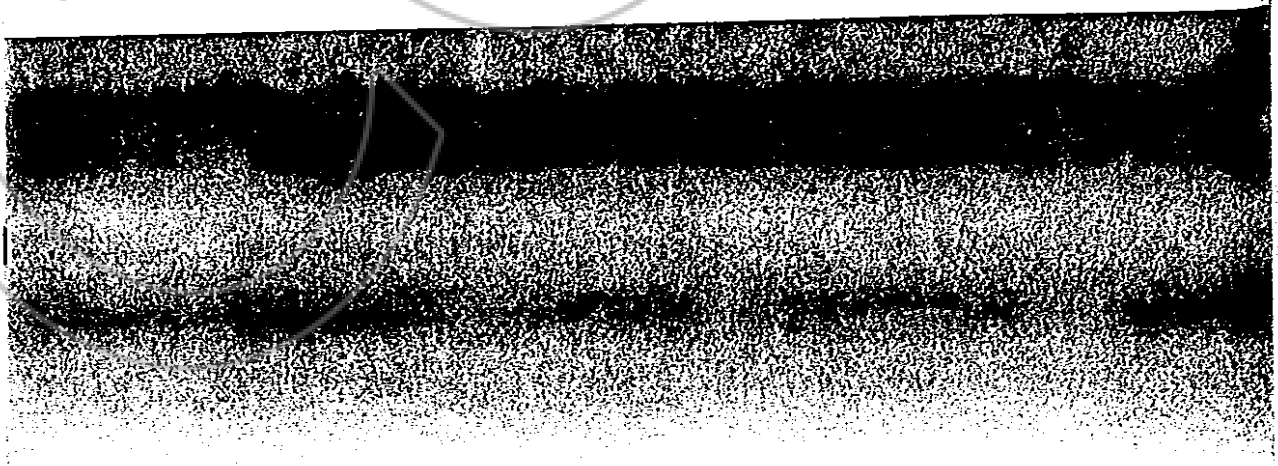
In case an event of default as defined in said Indenture shall occur, the unpaid principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in said Indenture. The holders, however, of certain specified percentages of the bonds at the time 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.

Before any transfer of this bond by the registered holder or his or its legal representative will be recognized or given effect by the Company or the Trustee, the registered holder shall note hereon the date to which interest has been paid as well as the amounts of all principal payments and prepayments hereon, and shall notify the Company and the Trustee of the name and address of the transferee and shall afford the Company and the Trustee the opportunity of verifying the notation as to payment of interest and principal. By the acceptance hereof the holder of this bond and each transferee shall be deemed to have agreed to indemnify and hold harmless the Company and the Trustees against all losses, claims, damages or liabilities arising out of any failure on the part of the holder or of any such transferee to comply with the requirements of the preceding sentence.

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.

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Each registered owner hereof by his acceptance hereof waives any right to exchange any unpaid portion of this Bond for another Bond under § 4.01 of the Indenture.

This bond has not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in contravention of said Act and is not transferable except to a successor trustee under the Indenture of Trust dated as of July 1, 1976, from Washoe County, Nevada to First National Bank of Nevada, Reno, Nevada, as trustee.

This bond shall not become or be valid or obligatory for any purpose until the authentication certificate endorsed hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused these presents to be executed in its name and behalf by the manual or facsimile signature of its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be hereunto affixed and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

Dated:

SIERRA PACIFIC POWER COMPANY

By
President.

Attest:

.....
Secretary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE]

This bond is the single fully registered bond of the series designated therein, referred to in the within-mentioned Indenture.

NEW ENGLAND MERCHANTS NATIONAL BANK,
Corporate Trustee

By
Authorized Signer.

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SCHEDULE OF PAYMENTS OF PRINCIPAL

<u>Amount of Installment</u>	<u>Date Due</u>	<u>Date of Payment</u>	<u>Authorized Official and Title</u>
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SCHEDULE OF PREPAYMENTS OF PRINCIPAL

<u>Principal Amount Prepaid</u>	<u>Date Prepaid</u>	<u>Authorized Official and Title</u>
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SCHEDULE OF CREDITS OF PREPAYMENTS OF PRINCIPAL*

<u>Prepaid Principal Amount Credited</u>	<u>Date of Installment Prior to 2006 to Which Credited</u>	<u>Date Credited</u>	<u>Authorized Official and Title</u>
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*This Schedule to be completed only in the event that a prepayment is credited against an installment maturing prior to 2006. Each prepayment is credited against the 2006 installment unless Washoe Series 1976 Bonds redeemed or purchased and delivered to the County Trustee are credited against a sinking fund obligation under the Washoe Indenture, whereupon a corresponding prepayment in the same principal amount shall be credited against the installment due in the same year as such sinking fund obligation and entered in this schedule.

(NOTICE: The within Bond may not be transferred until this schedule has been verified by the Trustee.)

• • •

SECTION 1.05. *Duration of Effectiveness of Article 1.* This Article shall be in force and effect only so long as any portion of the single Bond of the P Series is outstanding and has not been paid in full.

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ARTICLE 2.

MODIFICATIONS OF THE ORIGINAL INDENTURE.

SECTION 2.01. Section 1.01 (bb) of the Original Indenture is hereby modified by deleting from clause (2) thereof all of the words following the words "such twelve months' period" in the third line thereof so that said clause (2) shall read in its entirety as follows:

"(2) charges or provisions for retirements and depreciation of public utility property recorded on the books of the Company for such twelve months' period;"

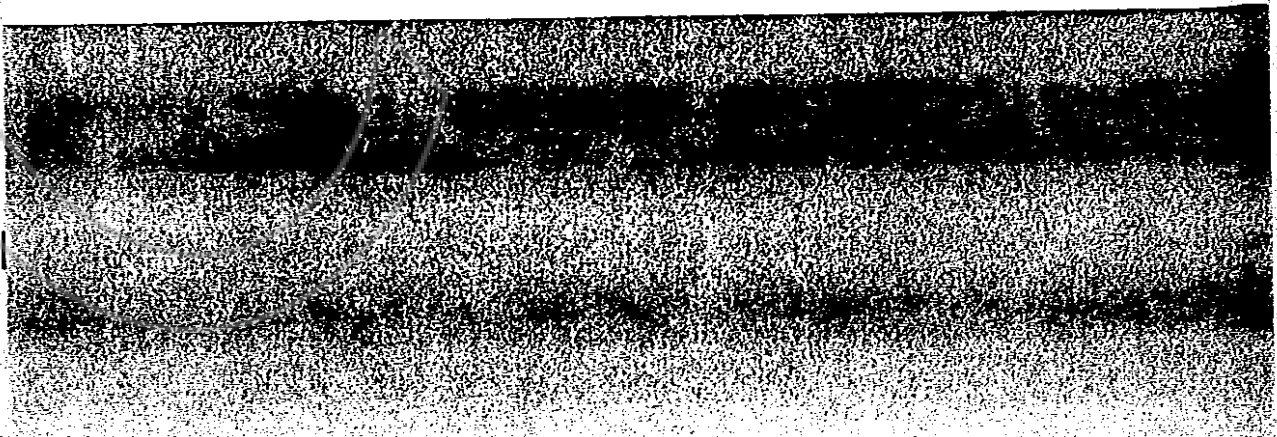
SECTION 2.02. Section 5.13 of the Original Indenture is hereby modified by changing the words and figures "twenty-five thousand dollars (\$25,000)" where they appear in the second and third lines of the second paragraph of said Section 5.13 and also where they appear in the first and second lines of the sixth paragraph of said Section 5.13 to read in each case "two hundred fifty thousand dollars (\$250,000)".

SECTION 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 P Series or of any series of Bonds issued after the date of this Seventeenth 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 Bonds of the 1994 Series, all Bonds of the 1995 Series, all Bonds of the 1997 Series, all Bonds of the 2000 Series, all Bonds of the 2002 Series, all Bonds of the 2004 Series, and all Bonds of the 2011 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 P Series and each series of Bonds issued after the date of this Seventeenth Supplemental Indenture) or their attorney-in-fact duly authorized and otherwise in compliance with Article 12 of the Original Indenture.

ARTICLE 3.

PRINCIPAL AMOUNT OF BONDS PRESENTLY TO BE OUTSTANDING.

SECTION 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 One Hundred Thirty-six Million Five Hundred Sixty-four Thousand Dollars (\$136,564,000), 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 $\frac{1}{4}$ % 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, Twenty Million Dollars (\$20,000,000) principal amount of First Mortgage Bonds, 8 $\frac{1}{4}$ % Series due 2002, now issued and outstanding, Thirty Million Dollars (\$30,000,000) principal amount of First Mortgage Bonds, 9 $\frac{7}{8}$ % Series due 2004, now issued and outstanding, Three Million Five Hundred Eighty-Nine Thousand Dollars (\$3,589,000) principal amount of First Mortgage Bonds, 2% Series due 2011 now issued and outstanding, and Ten Million Dollars (\$10,000,000) principal amount of First Mortgage Bonds, 7 $\frac{7}{8}$ % Series P due 2006 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.

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ARTICLE 4.

MISCELLANEOUS.

SECTION 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 the Original Indenture as so supplemented and modified is hereby confirmed. All terms used in this Seventeenth Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture, as heretofore supplemented and modified, except in cases where the context clearly indicates otherwise.

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

SECTION 4.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference as of July 1, 1976, the actual date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgements hereto annexed.

SECTION 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.

SECTION 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 Seventeenth 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

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this Seventeenth Supplemental Indenture to be signed in its corporate name and behalf, and its corporate seal to be hereunto affixed, by its President or one of its Vice Presidents or Assistant Vice Presidents and its corporate seal to be attested by one of its Authorized Signers; and James S. Fisher 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 *J. L. Thurston*
President.

Attest:

J. L. Thurston
Secretary.



(CORPORATE SEAL)

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

William K. Kahan

NEW ENGLAND MERCHANTS NATIONAL BANK

By *Arthur H. Hurd*
Assistant Vice President.

Attest:

William K. Kahan
Authorized Signer.

(CORPORATE SEAL)



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

Sally P. Back

Signed, sealed and delivered by JAMES S.
FISHER, in the presence of:

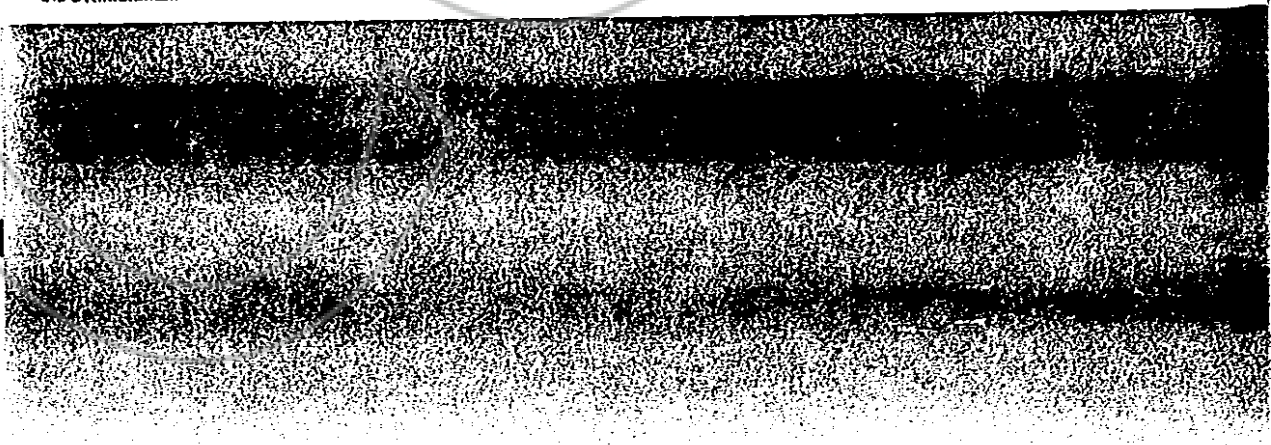
Sally P. Back

James S. Fisher
JAMES S. FISHER



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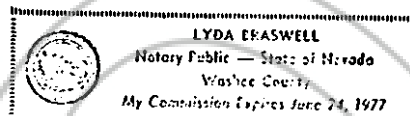


STATE OF NEVADA
COUNTY OF WASHOE } ss.:

On this 22nd day of July, 1976, (i) personally appeared before me, a Notary Public in and for the County of Washoe, J.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 JOE L. GREMBAN and the same J.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 JOE L. GREMBAN and J. R. PEDERSEN also acknowledged the said instrument to be the free act and deed of said Corporation.

NOTARY PUBLIC

(NOTARIAL SEAL)



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

On this 17th day of July, 1976, (i) personally appeared before me, a Notary Public in and for the County of Suffolk, ARTHUR D. HINDMAN, known to me to be an Assistant 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 D. A. DRAIN, and the same ARTHUR D. HINDMAN, to me personally known, who being by me duly sworn did say that they are, respectively, a person authorized to sign on behalf of, and an Assistant Vice President 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 D. A. DRAIN and ARTHUR D. HINDMAN acknowledged said instrument to be the free act and deed of said Bank.

Brian J. Curtis
NOTARY PUBLIC

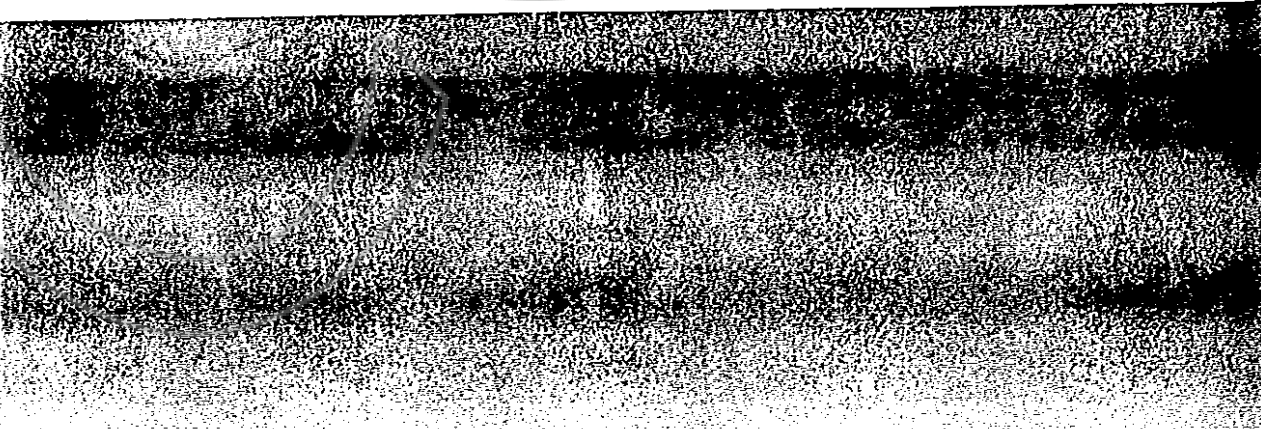
My commission expires June 6, 1980

(NOTARIAL SEAL)



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

On this 19th day of July, 1976, (i) personally appeared before me, a Notary Public in and for the County of Suffolk, JAMES S. FISHER, 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 JAMES S. FISHER, 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.

Brian J. Curtis
NOTARY PUBLIC

My commission expires June 6, 1980

(NOTARIAL SEAL)



RECORDED AT THE REQUEST OF SILVERA Pacific Power Co.
on July 23, 1976, at 45 mins. past 11 A. M. In
Book 55 of OFFICIAL RECORDS, page 543-570, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 61819 Fee \$ 30

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