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Nº 11

SIERRA PACIFIC POWER COMPANY

TO

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

AND

JAMES S. FISHER
AS TRUSTEES

Twentieth Supplemental Indenture

Dated as of October 1, 1978

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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BOOK 66 PAGE 526.

THIS TWENTIETH SUPPLEMENTAL INDENTURE dated as of the first day of October, 1978 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 28 State Street, 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 02106 (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, 1969, 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 was 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, 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, a Sixteenth Supplemental Indenture dated as of October 1, 1975, a Seventeenth Supplemental Indenture dated as of July 1, 1976, an Eighteenth Supplemental Indenture dated as of August 1, 1977 and a Nineteenth Supplemental Indenture dated as of April 1, 1978, each supplementing and/or modifying the Original Indenture, pursuant to each of which (other than the Nineteenth Supplemental Indenture) the Company provided for the creation of a new series of First Mortgage Bonds; and

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

Title	Issued and Outstanding
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
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
7 $\frac{7}{8}$ % Bonds of Series P due 2006	10,000,000
8 $\frac{5}{8}$ % Bonds of Series Q due 2007	35,000,000

WHEREAS, § 12.01 of the Original Indenture provides, among other things, that modifications of the Original Indenture and/or any indenture supplemental thereto and/or of the rights and obligations of the Company and/or of the holders of Bonds and coupons issued thereunder may be made at any time and from time to time when authorized by the Board of Directors of the Company by resolution duly adopted and approved or consented to, in writing, by the holders of not less

than seventy-five per centum (75%) in principal amount of the Bonds outstanding thereunder; and

WHEREAS, the Board of Directors of the Company by resolutions duly adopted authorized, proposed and declared advisable the making of the modifications of the Original Indenture, as heretofore supplemented and modified, set forth in Article I of this Twentieth Supplemental Indenture; and

WHEREAS, pursuant to the terms of indentures supplemental to the Original Indenture heretofore entered into, each of such modifications is to become effective as to certain series of Bonds, without any consent of the holders of such series of Bonds, when a supplemental indenture for the purpose of making such modifications effective shall have been executed by the Company and the Trustees with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the Bonds at the time outstanding (excluding all series of Bonds issued as of or after the date of each such indenture supplemental to the Original Indenture); and

WHEREAS, the Trustee, at the written request of the Company, pursuant to the third paragraph of § 12.01 of the Original Indenture, mailed to bondholders the notice as to such modifications and the consent forms contemplated by clause (1) of such paragraph, and gave notice of such modifications by a method approved by the Company as contemplated by clause (2) of such paragraph; and

WHEREAS, the Trustee, pursuant to the fifth paragraph of § 12.01 of the Original Indenture, has notified the Company that sufficient consents of bondholders to each of such modifications were timely received, and has confirmed to the Company that it mailed to bondholders a notice that the bondholders have consented to each of such modifications, as specified in such fifth paragraph; and

WHEREAS, pursuant to § 12.02 of the Original Indenture, the Company desires to execute this Twentieth Supplemental Indenture and hereby requests the Trustees to join in this Twentieth Supplemental Indenture for the purpose of embodying and making effective the modifications so consented to by bondholders, which are set forth in Article I of this Twentieth Supplemental Indenture; and

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

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in order to secure equally and ratably the payment of the principal and interest of the Bonds issued under and secured by the Original Indenture, as heretofore supplemented and modified and hereby supplemented and modified, at any time outstanding, according to their tenor and effect, and the performance of all the covenants and conditions in the Indenture and in said Bonds contained, 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, does hereby agree to be bound by the covenants and agreements added to the Original Indenture by this Twentieth Supplemental Indenture, 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 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 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, 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 and modified, subject to the provisions of § 5.17 of the Original Indenture (renumbered as § 5.16 by this Twentieth Supplemental Indenture), provided, however, that no properties necessary or appropriate for purchasing, storing, generating, manufacturing, utilizing, transmitting, supplying and/or disposing of electricity, water and/or gas shall be excepted from the lien of the Indenture, anything contained in Subdivision I of Part X of the Granting Clauses of the Original Indenture to the contrary notwithstanding; and

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

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

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

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

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

ARTICLE I.*

Modifications of the Indenture.

§ 1.01. § 1.01(p) of the Original Indenture is hereby modified (1) by striking out the words "(except as provided below)" where they

*NOTE: This Article I contains modifications of the Indenture originally made in certain earlier supplemental indentures on terms postponing the effectiveness of such modifications until the execution, with the bondholder consents referred to in the eleventh Recital herein, of this Twentieth Supplemental Indenture. The sources of the modifications in § 1.01 hereof are § 2.01 and § 2.03 of the Ninth Supplemental Indenture dated as of June 1, 1964 and § 2.01 of the Fifteenth Supplemental Indenture dated as of May 1, 1974; the sources of the modifications in § 1.02 hereof are § 2.01 and § 2.03 of the Fourteenth Supplemental Indenture dated as of November 1, 1972; the source of the modifications in § 1.03 hereof is § 2.02 of such Fourteenth Supplemental Indenture; the original source of the modifications in § 1.04 hereof is § 2.01 of the Seventeenth Supplemental Indenture dated as of July 1, 1976; the source of the modifications in § 1.05 hereof is § 2.02 of such Fifteenth Supplemental Indenture; the source of the modifications in § 1.06 hereof is § 2.02 of such Seventeenth Supplemental Indenture; and the source of the modifications in § 1.07 hereof is § 2.02 of such Ninth Supplemental Indenture.

appear in the first paragraph thereof, (2) by striking out the words "shall be lawfully authorized to own and use in the business in connection with which such property is used or to be used by it" in said first paragraph and substituting in place thereof the words "shall be lawfully authorized to own and as to which the Company has or expects to be able to obtain the franchises, licenses, permits and other rights necessary for the maintenance and use thereof", (3) by adding at the end of said first paragraph a definition of the term "gas system", and (4) by striking out in its entirety the second paragraph thereof and substituting therefor a new second paragraph, so that said § 1.01(p) as so modified will read in its entirety as follows:

"(p) the term "public utility property" shall mean any property (including franchises, permits and any similar rights) now owned or hereafter acquired by the Company which is used or useful to it in the business of furnishing electricity, water or gas, or in any other business which is incidental thereto or is operated in connection therewith, including (without limiting the generality of the foregoing) all properties necessary or appropriate for purchasing, storing, generating, manufacturing, utilizing, transmitting, supplying, distributing and/or disposing of all or any part of the foregoing; provided that such property shall be property which the Company, under its charter and the laws of the State or States wherein such property shall be situated, shall be lawfully authorized to own and as to which the Company has or expects to be able to obtain the franchises, licenses, permits and other rights necessary for the maintenance and use thereof; and the term "gas system" shall mean the Company's gas system in the Cities of Reno and Sparks, Nevada existing at October 31, 1940 and any accessions, additions, improvements and betterments made solely thereto.

"For the purposes of all action taken and documents delivered or filed after October 24, 1978 pursuant to any provisions of this Indenture, 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 "public utility property" under the definition of that term in the first paragraph of this § 1.01(p) shall be regarded as if it had been "public utility 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 October 24, 1978 all portions of the gas system (as defined in said first paragraph) which at any time after October 31, 1940 would have qualified for use as additional property for any purpose under this 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."

§ 1.02. § 1.01(q) of the Original Indenture is hereby modified (1) 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:"

and (2) by adding a new paragraph thereto immediately following clause (8) of the third paragraph thereof, as follows:

"Provided that, for the purpose of all action taken and documents delivered or filed after October 24, 1978 pursuant to any provisions of this Indenture, 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 this § 1.01(q) 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 October 24, 1978 all jointly owned property not subject to a prior lien, except permitted liens (including permitted liens included in § 1.01(y)), which at any time after October 31, 1940 would have qualified for use as additional property for any purpose under this 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."

§ 1.03. § 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, and by adding after said clause (10) the following:

"and (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."

§ 1.04. § 1.01(bb) of the Original Indenture (as the same has been modified as set forth in § 1.02 of the Nineteenth Supplemental Indenture dated as of April 1, 1978) is hereby further modified by deleting in its entirety clause (2) thereof, and substituting therefor a new clause (2), so that said clause (2) as so modified 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, but the amount determined pursuant to this clause (2) in respect of depreciable public utility property not subject to prior liens shall not be less than the minimum provision for depreciation, as defined in § 1.01(ii), for such period;"

§ 1.05. § 3.04(B)(c)(3) of the Original Indenture is hereby modified by striking out said clause (3) and substituting in place thereof the following:

"(3) the Company

(i) has corporate power to acquire, own and use in its business all of said additional property theretofore acquired by it and which it still owns at the date of said opinion or which it is acquiring as aforesaid,

(ii) has, in the case of additional or partly completed construction work included in such additional property, franchises, permits, licenses and similar rights adequate to construct the same, and

(iii) has all rights-of-way or easements necessary for the maintenance and use of such additional property, or if the Company does not have all of such franchises, permits, licenses and similar rights or all necessary rights-of-way and

easements, that the absence of such thereof as the Company does not have will not materially adversely affect the operations, business and properties of the Company as a whole."

§ 1.06. § 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 § 5.13 and also where they appear in the first and second lines of the sixth paragraph of said § 5.13 to read in each case "two hundred fifty thousand dollars (\$250,000)".

§ 1.07. The Original Indenture is hereby further modified (1) by deleting in its entirety § 5.16 thereof and (2) by renumbering § 5.17 thereof by changing its Section number to 5.16.

ARTICLE II.

Miscellaneous.

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

§ 2.02. 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.

§ 2.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference as of October 1, 1978 the actual

date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgements hereto annexed.

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

§ 2.05. 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 Twentieth 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 Twentieth 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 Trust Officers or Assistant Trust Officers, and its corporate seal to be attested by one of its Assistant Trust Officers; 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

H.J. McKibben
Vice President.

Attest:

J. R. Pedersen
Secretary.

(CORPORATE SEAL)

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

Christine Apostolos

SEAL
Affixed

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NEW ENGLAND MERCHANTS
NATIONAL BANK

By

David A. Drain
Assistant Trust Officer.
David A. Drain

Attest:

Brian J. Curtis
Assistant Trust Officer.
Brian J. Curtis

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

(CORPORATE SEAL)

Arthur J. MacDonald
Arthur J. MacDonald

Irene B. Ray
Irene B. Ray

James S. Fisher
JAMES S. FISHER

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

Arthur J. MacDonald
Arthur J. MacDonald

Irene B. Ray
Irene B. Ray

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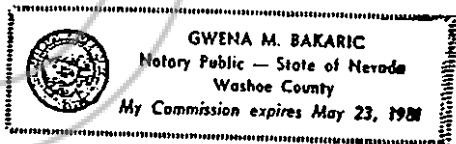
STATE OF NEVADA }
 COUNTY OF WASHOE } ss.:

On this 24th day of October, 1978, (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 H. J. McKIBBEN and the same J. R. PEDERSEN to me personally known, who being by me duly sworn did say that they are a Vice 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 H. J. McKIBBEN and J. R. PEDERSEN also acknowledged the said instrument to be the free act and deed of said Corporation.

Gwena M. Bakaric
 Notary Public

My commission expires

(NOTARIAL SEAL)



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COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF SUFFOLK } ss.:

On this 11th day of October, 1978, (i) personally appeared before me, a Notary Public in and for the County of Suffolk, D. A. DRAIN, known to me to be an Assistant Trust Officer 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 BRIAN J. CURTIS and the same D. A. DRAIN, to me personally known, who being by me duly sworn did say that they are an Assistant Trust Officer and an Assistant Trust Officer, 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 BRIAN J. CURTIS and D. A. DRAIN acknowledged said instrument to be the free act and deed of said Bank.



Virginia M. Arley
Notary Public

My commission expires 9/25/81

(NOTARIAL SEAL)

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COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK

} ss.:

On this 11th day of October, 1978, (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.

Virginia M. Araluy
Notary Public

My commission expires 9/25/81

(NOTARIAL SEAL)



RECORDED AT THE REQUEST OF Sierra Pacific Power Company
on October 27, 1978, at 30 mins. past 11 A.M. in
Book 66 of OFFICIAL RECORDS, page 526-543, RECORDS OF
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder
File No. 66-630 File # 20

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