

**SIERRA PACIFIC POWER COMPANY**

**TO**

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

**AND**

**JAMES S. FISHER,**  
*as Trustees*

***Twenty-second Supplemental Indenture***

***Dated as of October 1, 1980***

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

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

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**THIS TWENTY-SECOND SUPPLEMENTAL INDENTURE** dated as of the first day of October, 1980 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 16 Concord 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

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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

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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, 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 Twenty-first Supplemental Indenture dated as of August 1, 1979, 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 executed and delivered to the Trustees a Nineteenth Supplemental Indenture dated as of April 1, 1978 and a Twentieth Supplemental Indenture dated as of October 1, 1978, each modifying the Original Indenture, 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>
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 .....	3,446,027
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
6.80% Bonds of Series R due 2009 .....	30,000,000

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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, 14 $\frac{5}{8}$ % Series S due 2010, to be dated as of October 1, 1980 and to be due October 1, 2010 (hereinafter sometimes referred to as "Bonds of the S Series") and has authorized the initial issue of Bonds of the S Series in the principal amount of Thirty Million Dollars (\$30,000,000) pursuant to the provisions of Article 3 of the Original Indenture for the purpose of obtaining funds for its corporate purposes; and

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

WHEREAS, the Company desires to execute this Twenty-second Supplemental Indenture and hereby requests the Trustees to join in this Twenty-second Supplemental Indenture for the purpose of (i) describing the terms of the Bonds of the S Series and (ii) subjecting to the lien of the Original Indenture, as supplemented and modified, or perfecting the lien thereof upon, additional properties acquired by the Company since the execution and delivery of the Original Indenture (the Original Indenture, as heretofore supplemented and modified and as hereby supplemented being herein sometimes called the "Indenture"); and

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

Now, THEREFORE, THIS INDENTURE WITNESSETH:

That, in order to secure equally and ratably the payment of the principal and interest of the Bonds issued under and secured by the Original Indenture, as heretofore supplemented and modified and hereby supplemented, at any time outstanding, according to their tenor and effect, and the performance of all the covenants and conditions in the Indenture and in said Bonds contained, the Company for and in consideration of the premises and of the purchase and acceptance of said Bonds by the holders thereof, and of the sum of one dollar (\$1.00) and of other valuable consideration to it duly paid by the Trustees at or before the execution and delivery of these presents, the receipt whereof is hereby acknowledged, has executed and delivered these presents, and has granted, bargained, sold, conveyed, transferred, pledged, assigned, remised, released, mortgaged, set over and confirmed, and by these presents does grant, bargain, sell, convey, transfer, pledge, assign, remise, release, mortgage, set over and confirm, all of the property hereinafter described (except the property described in Part IV hereof), which has been acquired by the Company since the execution and delivery by it of the Original Indenture, that part not situated in the State of California unto the Trustees and their successors and assigns, and that part situated in the State of California unto the Individual Trustee and his successors and assigns, to wit:

#### PART I.

##### REAL PROPERTY IN THE STATE OF NEVADA.

The following described pieces, parcels or tracts of land, easements and rights and interests in and to land lying and being in the State of Nevada, together with all improvements of every description thereon situate or in any wise incident or appertaining thereto:

##### ELKO COUNTY

The following described property situate in Elko County, Nevada, which Harvey A. & Margaret E. Dahl conveyed to Sierra Pacific Power Company by deed dated October 27, 1978; recorded in Book 280 of Deeds, Page 230, File #117691, Records of Elko County, Nevada:

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The Northwest one-quarter (NW  $\frac{1}{4}$ ) of Section 19 T39N R58E MDB&M. Containing 160 acres, more or less.

### HUMBOLDT COUNTY

(1) The following described property situate in Humboldt County, Nevada, which The United States of America conveyed to Sierra Pacific Power Company by Patent #27-80-0111 dated June 17, 1980; recorded July 16, 1980 in Book 138, Page 463, Frame 1 thru 3, File #205536, Official Records of Humboldt County, Nevada:

#### Mount Diablo Meridian, Nevada

T35N R43E, Section 20, all; Section 28, Northwest one-quarter (NW $\frac{1}{4}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ), Northeast one-quarter (NE $\frac{1}{4}$ ) of the Northwest one-quarter (NW $\frac{1}{4}$ ), West one-half (W $\frac{1}{2}$ ) of the West one-half (W $\frac{1}{2}$ ); Section 32, East one-half (E $\frac{1}{2}$ ) of the Northeast one-quarter (NE $\frac{1}{4}$ ).

Excepting and reserving to the United States existing right-of-ways thereon for ditches, canals, communication line, railroads and power transmission line.

(2) The following described property situate in Humboldt County, Nevada, which Hugh Hunter conveyed to Sierra Pacific Power Company by deed dated July 28, 1977; recorded in Book 100, Page 44, Frame 1, File #178427, Official Records of Humboldt County, Nevada:

Township 34 North, Range 43 East, MDB&M,

Section 16: West one-half (W $\frac{1}{2}$ ) of the East one-half (E $\frac{1}{2}$ ).

(3) The following described property situate in Humboldt County, Nevada, which Tom Marvel Ranches, Inc. conveyed to Sierra Pacific Power Company by deed dated July 25, 1977; recorded in Book 102, Page 129, Frame 1, File #179848, Official Records of Humboldt County, Nevada:

Township 34 North, Range 43 East, MDB&M,

Section 3: All;

Section 4: All;

Section 5: All;

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Township 35 North, Range 43 East, MDB&M,

Section 34: South one-half (S  $\frac{1}{2}$ ) of the Southwest one-quarter (SW  $\frac{1}{4}$ ).

(4) The following described property situate in Humboldt County, Nevada, which Southern Pacific Land Company conveyed to Sierra Pacific Power Company by deed dated January 25, 1978; recorded in Book 104, Page 380, Frame 1, File #181438, Official Records of Humboldt County, Nevada:

All of Sections 21, 29 and 33, Township 35 North, Range 43 East, MDB&M, County of Humboldt, State of Nevada, according to the Official Plat thereof.

Excepting from said Section 21, a strip or tract of land 200 feet in width as granted to Western Pacific Railway Company, by deed dated November 27, 1908, recorded January 21, 1909 in Book 44 of Deeds, Page 276, the centerline of which is described as follows:

Beginning at a point on the West line of said Section 21, said point being distant South, along said West line, 1026.80 feet, more or less, from the Northwest corner of said Section 21;

Thence running South  $34^{\circ}21'00''$  East 5166.30 feet more or less, to a point on the South line of said Section 21, said point being distant East, along the said South line 2884.20 feet, more or less, from the Southwest corner of said Section 21.

(5) An undivided  $\frac{1}{2}$  interest in and to the following described property situate in Humboldt County, Nevada, which Russell N. Olson and Lillian I. Olson, as to an undivided  $\frac{1}{3}$  interest, Kenneth R. Olson and Janis M. Olson, as to an undivided  $\frac{1}{3}$  interest and Stanley A. Rorex and Susan I. Rorex, as to an undivided  $\frac{1}{3}$  interest, conveyed to Sierra Pacific Power Company, as to an undivided  $\frac{1}{2}$  interest, and to Idaho Power Company, as to an undivided  $\frac{1}{2}$  interest, by deed dated March 4, 1980; recorded in Book 135, Page 273, Frame 1, File #203232, Official Records of Humboldt County, Nevada:

Township 35 North, Range 43 East, MDB&M,

Section 34: Northeast one-quarter (NE $\frac{1}{4}$ ) of the Southeast one-quarter (SE $\frac{1}{4}$ ).



(6) The following described property situate in Humboldt County, Nevada, which Carl B. Nichols, Jr. and M. Luisa Nichols conveyed to Sierra Pacific Power Company by deed dated August 15, 1977; recorded in Book 100, Page 603, Frame 1, File #179039, Official Records of Humboldt County, Nevada:

The Southwest one-quarter of the Northwest one-quarter (SW  $\frac{1}{4}$  NW  $\frac{1}{4}$ ) and the West one-half of the Southwest one-quarter (W  $\frac{1}{2}$  SW  $\frac{1}{4}$ ) of Section 32, T35N R43E MDB&M.

#### LANDER COUNTY

The following described property situate in Lander County, Nevada, which Don McNelley dba Don McNelley and Associates conveyed to Sierra Pacific Power Company by deed dated June 9, 1978; recorded in Book 157, Page 61, File #090400, Official Records of Lander County, Nevada:

Township 34 North, Range 45 East, MDB&M,  
Section 4: South one-half (S $\frac{1}{2}$ ).

#### LYON COUNTY

The following described property situate in Lyon County, Nevada, which Johnson Development Co. conveyed to Sierra Pacific Power Company by deed dated May 1, 1980; recorded File #53664, Official Records of Lyon County, Nevada:

Parcel A, as shown on the Johnson Development Co. Parcel Map, recorded in the Office of the County Recorder, Lyon County, Nevada, on May 8, 1980 as Document No. 53251.

#### WASHOE COUNTY

(1) The following described property situate in Washoe County, Nevada, which Ridgeview, Inc. conveyed to Sierra Pacific Power Company by deed dated January 10, 1980; recorded in Book 1467, Page 900, File #651785, Official Records of Washoe County, Nevada:

Parcel II of Parcel Map #994 for Melvin B. Comstock, et al., according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on December 4, 1979.

Excepting therefrom the South 10 feet as dedicated to the County of Washoe, as shown on said Parcel Map.

(2) The following described property situate in Washoe County, Nevada, which Bruno Benna and Edna B. Benna, Ingvar Christensen and Ruth M. Christensen conveyed to Sierra Pacific Power Company by deed dated July 31, 1979; recorded in Book 1416, Page 439, File #621828, Official Records of Washoe County, Nevada:

All that certain real property being a portion of the East one-half ( $E\frac{1}{2}$ ) of Lot 1 of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of Section 3, T18NR20E, MDB&M., described as follows:

Beginning at the Southeast corner of said Lot 1;

Thence North  $87^{\circ}18'34''$  West, 1382.10 feet along the South line of said Lot 1;

Thence North  $02^{\circ}28'51''$  West, 764.19 feet along the West line of the said East one-half ( $E\frac{1}{2}$ ) of Lot 1;

Thence South  $87^{\circ}18'34''$  East, 1365.20 feet to a point on the East line of said Lot 1;

Thence South  $03^{\circ}44'26''$  East, 765.89 feet to the point of beginning.

(3) The following described property situate in Washoe County, Nevada, which B&T Associates conveyed to Sierra Pacific Power Company by deed dated August 14, 1979; recorded in Book 1418, Page 843, File #623365, Official Records of Washoe County, Nevada:

A portion of the Northeast one-quarter ( $NE\frac{1}{4}$ ) of Section 15, T19N R19E, MDB&M, City of Reno;

Commencing at the Northeast corner of said Section 15;

Thence South  $00^{\circ}21'00''$  West, 272.50 feet along the East line of said Section 15;

Thence South  $84^{\circ}00'23''$  West, 4.09 feet;

Thence North  $06^{\circ}28'00''$  West, 1.28 feet;

Thence South  $83^{\circ}32'00''$  West, 208.88 feet;

Thence South  $88^{\circ}54'00''$  West, 127.06 feet, to the true point of beginning;

Thence continuing South 88°54'00" West, 135.58 feet;

Thence North 00°25'00" West, 25.00 feet;

Thence North 88°54'00" East, 164.53 feet;

Thence South 48°21'55" West, 38.47 feet to the point of beginning.

Containing 3,752 square feet, more or less.

(4) The following described property situate in Washoe County, Nevada, which Vernon Louis Balsi and Genevieve A. Balsi, Trustees under trust agreement dated October 22, 1975, conveyed to Sierra Pacific Power Company by deed dated May 21, 1980; recorded in Book 1506, Page 267, File #674682, Official Records of Washoe County, Nevada:

All that certain real property being a portion of the North one-half of the South one-half (N  $\frac{1}{2}$  S  $\frac{1}{2}$ ) of Section 31, T19N R20E, MDB&M, more particularly described as follows:

Beginning at the Northeast corner of that certain 0.371 acre, more or less, parcel conveyed to Sierra Pacific Power Company by deed dated February 25, 1971; recorded in Book 525, Page 123, File #198788, Official Records of Washoe County, Nevada, said point also being a point on the South line of Delucchi Lane;

Thence South 89°41'18" East, 2430.32 feet along the said South line of Delucchi Lane to a point on the East boundary line of the West one-half of the Southeast one-quarter (W  $\frac{1}{2}$  SE  $\frac{1}{4}$ ) of said Section 31;

Thence South 01°18'16" West, 1073.00 feet along said East boundary line;

Thence North 89°41'18" West, 2177.65 feet to a point on the Easterly property line of that certain property conveyed to Cochran Ditch Association, as recorded in Book 245, Page 131, File #178810, November 1, 1949, Records of Washoe County, Nevada;

Thence North 20°46'09" West, 1001.60 feet along the said Easterly property line to the most Southerly corner of the aforementioned 0.371 acre, Sierra Pacific Power Company parcel;

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Thence North  $57^{\circ}33'09''$  East, 150.20 feet to the Southeasterly corner of the said Sierra Pacific Power Company parcel;

Thence North  $00^{\circ}11'00''$  East, 57.00 feet to the point of beginning.

Containing 58.59 acres, more or less.

(5) The following described property situate in Washoe County, Nevada, which James L. Green and Jeanette Green conveyed to Sierra Pacific Power Company by deed dated March 27, 1980; recorded in Book 1489, Page 940, File #665097, Official Records of Washoe County, Nevada:

Parcel 1

A portion of the Southeast one-quarter of the Southwest one-quarter ( $SE \frac{1}{4} SW \frac{1}{4}$ ) of Section 31, T19N R20E, MDB&M, bounded on the North by the South line of the South Virginia Road Subdivision, according to the map thereof, filed in the office of the County Recorder of Washoe County, Nevada, on June 15, 1927; on the East by the Western right-of-way line of the Virginia and Truckee Railway (now abandoned) on the South by the North line of the parcel described in Deed recorded December 3, 1965, in Book 135, Page 1, File #46299, Official Records of Washoe County and on the West by the Eastern line of South Virginia Street (U.S. 395).

Parcel 2

Commencing at the Northeast corner of Section 31, T19N R20E, MDB&M;

Thence South  $21^{\circ}28'45''$  East, 4807.05 feet to a point on the Easterly right of way line of U.S. 395;

Thence North  $72^{\circ}45'00''$  East, 149.26 feet to the True Point of Beginning;

Thence continuing North  $72^{\circ}45'00''$  East, 25.07 feet to the centerline of the Old Virginia and Truckee Railroad;

Thence North  $20^{\circ}50'00''$  West, 60.13 feet;

Thence South  $72^{\circ}43'00''$  West, 25.07 feet;

Thence South  $20^{\circ}50'00''$  East, 60.11 feet to the point of beginning.

## PART II.

## ALL OTHER PROPERTY.

Whether the same has or has not been specifically described or referred to elsewhere in the Indenture, and provided the same is not therein or herein elsewhere expressly excepted: all the corporate and other franchises owned by the Company, and all permits, ordinances, easements, privileges, immunities, patents and licenses, all rights to construct, maintain and operate overhead and underground systems for the distribution and transmission of electric current, gas, water, steam heat or other agencies for the supplying to itself and to others of light, heat, power and water, all rights of way and all grants and consents and all leases and leasehold interests whatsoever (not therein or herein specifically excepted) whether the same or any of the same are now owned or hereafter acquired by the Company; also all other property, real, personal and mixed, now owned or hereafter acquired by 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, Elko, 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), all lands, rights of way, water and riparian rights and all interests therein, dams and dam sites, gas and electric light, heat and power plants and systems, water and/or water-works plants and systems, plants, manufactories, power houses, substations, garages, sheds, warehouses, repair shops, storage houses, buildings, tunnels, bridges, distribution and transmission lines, pipe lines, conduits, towers, poles, wires, cables and all other structures, machinery, engines, boilers, dynamos, electric machines, regulators, meters, transformers, generators, motors, electric and mechanical appliances, and other equipment of every description; and also all accessions, additions, alterations, improvements, betterments, developments, extensions and

enlargements hereafter made, constructed or acquired by the Company to, of or upon any or all of the properties, equipment, system 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 III.

#### 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 IV.

#### 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 § 5.16 of the Original Indenture as renumbered by § 1.07 of the 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 § 1.03 of the 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 1.

## DESCRIPTION OF BONDS OF THE S SERIES.

§ 1.01. *Establishment of Bonds of the S 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, 14 $\frac{5}{8}$ % Series S due 2010" (herein sometimes referred to as "Bonds of the S Series").

§ 1.02. *Terms of Bonds of the S Series.* The Bonds of the S Series shall be issued only as registered Bonds without coupons of the denomination of \$1,000 or any multiple thereof, numbered S1 upwards. October 1, 1980 shall be the date of the commencement of the first interest period for Bonds of the S Series. All Bonds of the S Series shall mature October 1, 2010 and shall bear interest at the rate of 14 $\frac{5}{8}$ % per annum until the payment of the principal thereof, such interest to be payable semi-annually on April 1 and October 1 in each year commencing April 1, 1981. The principal of and premium, if any, and interest on the Bonds of the S Series will be paid in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts and will be payable at the principal corporate trust office in the City of Boston, Massachusetts, of the Trustee, except that, in case of redemption as a whole at any time of the Bonds of the S Series then outstanding, the Company may designate in the redemption notice other offices or agencies at which, at the option of the registered holders, Bonds of the S Series may be surrendered for redemption and payment. Interest on Bonds of the S Series will be payable to the holder of record on the record date as hereinbelow defined; provided, however, that interest on the Bonds of the S Series may be paid by checks payable to the order of the respective holders entitled thereto and mailed to such holders at their respective registered addresses as shown on the Bond register for the Bonds of the S Series.

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

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

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

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

Every Bond of the S Series shall be dated as provided in § 2.08 of the Original Indenture as modified by § 2.03 of the Twelfth Supplemental Indenture, except that, so long as there is no existing default in the pay-

ment of interest on the Bonds of the S Series, all Bonds of the S Series authenticated by the Trustee between the record date for any interest payment date and such interest payment date shall be dated such interest payment date and shall bear interest from such interest payment date; provided, however, that if and to the extent that the Company shall default in the payment of the interest due on such interest payment date, then any such Bond of the S Series shall bear interest from the April 1 or October 1, as the case may be, to which interest has been paid, unless such interest payment date is April 1, 1981, in which case such Bond shall bear interest from October 1, 1980.

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

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

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

The Trustee hereunder shall, by virtue of its office as such Trustee, be the Registrar and Transfer Agent of the Company for the purpose of

registering and transferring Bonds of the S Series, and shall maintain a Bond register for the Bonds of the S Series.

§ 1.03. *Redemption Provisions for Bonds of the S Series.* The Bonds of the S Series shall be subject to redemption prior to maturity as a whole at any time or in part from time to time,

(a) at the option of the Company upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth under the heading "Regular Redemption Price" in the tabulation in the form of the Bonds of the S Series set forth in § 1.07 of this Twenty-second Supplemental Indenture; provided, however, that no such redemption shall be made prior to October 1, 1985 (except in connection with any consolidation or merger with any corporation other than an affiliate of the Company in which the Company shall not be the surviving corporation, or transfer or sale of all or substantially all of the property of the Company to any corporation other than an affiliate of the Company), directly or indirectly as a part of, or in anticipation of, the incurring of any indebtedness by the Company if such indebtedness has an effective interest rate or cost (computed in accordance with generally accepted financial practice) less than the effective interest rate or cost of the Bonds of the S Series; and

(b) either (i) through operation of the sinking and improvement fund for the Bonds of the S Series provided for in § 1.04 of this Twenty-second Supplemental Indenture, or (ii) through the application of cash received by the Trustees if all or substantially all of the properties used by the Company in the conduct of certain classes of business thereof are sold, purchased or taken, as provided in § 6.05 of the Original Indenture, upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth in said tabulation under the heading "Special Redemption Price";

together in any case with interest accrued on such principal amount to the date fixed for redemption, upon not less than thirty (30) days nor more than ninety (90) days notice given as provided in Article 4 and § 16.08 of the Original Indenture as respectively modified by § 2.06 and § 2.07 of the Twelfth Supplemental Indenture.

§ 1.04 *Sinking and Improvement Fund for Bonds of the S Series.* As a sinking and improvement fund for the benefit of the Bonds of the S

Series, the Company covenants that it will, subject to the provisions hereinafter set forth in this Section, on or before September 30 in each year, beginning with the year 1982 and continuing to and including the year 2009, pay to the Trustee a sum equal to the lowest multiple of \$1,000 which exceeds (or is equal to) one and three-quarters per centum ( $1\frac{3}{4}\%$ ) of the greatest aggregate principal amount of the Bonds of the S Series theretofore outstanding at any one time prior to the August 15 next preceding such September 30, after deducting from said greatest aggregate principal amount the sum of the following (a) the aggregate principal amount of Bonds of the S Series theretofore purchased or redeemed by the application of the proceeds of property released from the lien of the Indenture, sold, purchased or taken pursuant to the provisions of Article 6 of the Original Indenture, and (b) the aggregate principal amount of Bonds of the S Series made the basis of the withdrawal of such proceeds pursuant to Article 7 of the Original Indenture.

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

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

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

(b) relinquishing, for the period during which any Bonds of the S Series shall remain outstanding, upon compliance with the provisions set forth below in this § 1.04, the right to use for any purpose under the Indenture (i) a net amount of additional property established by additional property certificates filed with the Trustee pursuant to § 3.04 (B) of the Original Indenture as modified by § 1.05 of the Twentieth Supplemental Indenture, not theretofore funded, and/or (ii) Bonds retired as evidenced to the Trustee pursuant to § 3.05 (B) of the Original Indenture, and not theretofore funded, which net amount of additional property referred to in (i) above and the Bonds referred to in (ii) above shall thereupon become funded within the meaning of § 1.01 (cc) (6) of the Original Indenture, so long as any Bonds of the S Series remain outstanding, provided that when no Bonds of the S Series shall be outstanding all such relinquishment shall cease to be in effect and



any net amount of additional property and Bonds which so become funded shall cease to be funded and shall be deemed to be not theretofore funded for any other use under the Indenture, notwithstanding any other provision contained in the Indenture;

(c) redeeming Bonds of the S Series, not theretofore funded, within twelve months prior to the current sinking fund payment date at the Special Redemption Price provided for in § 1.03 of this Twenty-second Supplemental Indenture in anticipation of the current sinking fund payment; and

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

Bonds of the S Series delivered to the Trustee pursuant to Clause (a) above, retired Bonds of any series the right to the use of which is relinquished pursuant to Clause (b)(ii) above, and Bonds of the S Series redeemed as provided in Clauses (c) and (d) above, shall be treated as a credit on account of any such sinking fund payment at the principal amount of such Bonds to the extent so used; and any net amount of additional property the right to the use of which is relinquished pursuant to Clause (b)(i) above shall be so credited at 60% of the amount of such net amount of additional property to the extent so used.

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

All Bonds of the S Series delivered to the Trustee and credited against any sinking fund payment for such series and all such Bonds redeemed by operation of, or the redemption of which has been made the basis of a credit against, and retired Bonds of any series the right to the use of which, and any net amount of additional property the right to the use of which, has been relinquished as a basis for a credit against, this sinking and improvement fund and credited against any sinking fund

payment, shall be deemed to be thereupon funded, so long as any Bonds of the S Series are outstanding.

Forthwith after the August 15 preceding each sinking fund payment date on which the Company will be required to make to the Trustee a payment in cash for the sinking and improvement fund, the Trustee shall proceed to select for redemption from the Bonds of the S Series, in the manner provided in Article 4 of the Original Indenture as modified by § 2.05 of the Twelfth Supplemental Indenture, a principal amount of Bonds of the S Series equal to the aggregate principal amount of Bonds redeemable with such cash payment and, in the name of the Company, shall give notice as required by the provisions of § 1.03 of this Twenty-second Supplemental Indenture of the redemption for the sinking and improvement fund on the then next ensuing October 1 of the Bonds so selected. On or before the sinking fund payment date next preceding such October 1, the Company shall pay to the Trustee the cash payment required by this Section, plus the amount of all premiums, if any, and interest accrued and payable on the Bonds to be redeemed by the application of such cash payment, and the money so paid shall be applied by the Trustee to the redemption of such Bonds. The Company shall also deliver to the Trustee with the filing of any certificate of the Company heretofore provided for in this Section, or not later than the next succeeding sinking fund payment date, any Bonds specified in said Clause (a) of this Section. In the event any credit is being taken pursuant to Clause (b) of this Section, the Trustee shall be furnished with the following:

(1) A statement of the Company by which it relinquishes, for the period during which any Bonds of the S Series shall remain outstanding under the Indenture, the right to use for any purpose under the Indenture (i) a stated net amount of additional property, not theretofore funded, equal to 10/6ths of a stated principal amount of Bonds, and established by an additional property certificate or certificates filed with the Trustee pursuant to § 3.04 (B) of the Original Indenture as modified by § 1.05 of the Twentieth Supplemental Indenture, and/or (ii) a stated principal amount of Bonds retired as evidenced to the Trustee pursuant to § 3.05 (B) of the Original Indenture, not theretofore funded. In establishing Bonds and/or a net amount of additional property for use pursuant to this § 1.04, the Company need not file any documents required by the provisions of § 3.02 of the Original Indenture, but such statement shall set forth statements which would be required



by Subdivision (a) of § 3.02 of the Original Indenture, in connection with an application for the authentication and delivery of Bonds pursuant thereto, subject to appropriate changes in language to show that the purpose is the relinquishment of the right to have authenticated a specified principal amount of Bonds, and not authentication.

(2) The documents and other things required to be furnished the Trustee by the provisions of § 3.04 (B) of the Original Indenture as modified by § 1.05 of the Twentieth Supplemental Indenture and/or § 3.05 (B) of the Original Indenture (other than those required by § 3.02 of the Original Indenture) if any, not theretofore furnished.

(3) A resolution of the Board of Directors authorizing the relinquishment which is being effected by such statement.

The Company shall pay to the Trustee an amount equal to the interest and premium, if any, on the Bonds of the S Series to be redeemed for this sinking and improvement fund as provided in this § 1.04 and upon request of the Trustee from time to time, will also pay to the Trustee an amount equal to the cost of giving notice of redemption of such Bonds of the S Series and any other expense of operation of such fund, the intention being that such fund shall not be charged for interest, premium and such expenses.

§ 1.05. *Restrictions on Payment of Dividends on Common Stock.* Notwithstanding the provision of § 1.03 of Article 1 of the Nineteenth Supplemental Indenture that the provisions of said Section 1.03 shall be in force and effect only so long as there are outstanding any Bonds of any series issued before the date of said Nineteenth Supplemental Indenture, the Company hereby covenants that the covenants made by the Company in said § 1.03 of said Article 1 of said Nineteenth Supplemental Indenture shall also continue so long as any Bonds of the S Series shall remain outstanding.

§ 1.06. *Minimum Provision for Depreciation.* So long as any Bonds of the S Series shall remain outstanding, the term "minimum provision for depreciation" shall have the meaning set forth in § 1.01(ii) of the Indenture as inserted by § 1.01 of the Nineteenth Supplemental Indenture.

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

[FORM OF FACE OF BONDS OF S SERIES]

No. S

\$

SIERRA PACIFIC POWER COMPANY  
Incorporated under the laws of the State of Nevada  
First Mortgage Bond, 14 $\frac{5}{8}$ % Series S due 2010,  
Due October 1, 2010

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

or registered assigns,

Dollars on October 1, 2010, and to pay interest thereon from October 1, 1980, or from the interest payment date next preceding the date of this bond, or from the date of this bond if it be an interest payment date, whichever date is the later, at the rate per annum specified in the title of this bond, semi-annually on the first day of April and on the first day of October in each year until payment of the principal hereof.

The interest so payable upon any April 1 or October 1 will, subject to certain exceptions described on the reverse hereof, be paid to the person in whose name this bond is registered at the close of business on the March 15 preceding such April 1 or the September 15 preceding such October 1, as the case may be.

The principal of and premium, if any, and interest on this bond will be paid in lawful money of the United States of America. Principal of, premium, if any, and interest on, this bond will be payable at the principal corporate trust office in the City of Boston, Massachusetts of the Trustee named on the reverse hereof; provided, however, that interest on this bond may be paid by check payable to the order of the registered holder entitled thereto and mailed to such holder at his address as shown on the bond register for the Bonds of the S Series; and provided further that, in case of redemption as a whole at any time of the Bonds of the

S Series then outstanding, the Company may designate in the redemption notice other offices or agencies at which, at the option of the registered holder, this bond may be surrendered for redemption and payment.

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

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

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

Dated:

SIERRA PACIFIC POWER COMPANY

By .....  
President.

Attest:

.....  
Secretary.

[FORM OF REVERSE OF BOND OF THE S SERIES]

This bond is one of the bonds of a series (herein sometimes referred to as the "Bonds of the S Series") of an authorized issue of bonds of the Company, known as First Mortgage Bonds, not limited as to maximum aggregate principal amount except as otherwise provided in the Indenture hereinafter mentioned, all issued or issuable in one or more series (which several series may be of different denominations, dates and tenor) under and equally secured (except insofar as a sinking fund established in accordance with the provisions of said Indenture may afford additional security for the bonds of any specific

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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, by the Fifteenth Supplemental Indenture, dated as of May 1, 1974, by the Seventeenth Supplemental Indenture, dated as of July 1, 1976, by the Eighteenth Supplemental Indenture, dated as of August 1, 1977, by the Nineteenth Supplemental Indenture, dated as of April 1, 1978, and by the Twentieth Supplemental Indenture, dated as of October 1, 1978, and as supplemented by all other indentures supplemental thereto including a Twenty-second Supplemental Indenture, dated as of October 1, 1980, executed and delivered by the Company (or executed and delivered by its predecessor and duly assumed by the Company) to said Trustees, to which Indenture of Mortgage and all indentures supplemental thereto (herein sometimes collectively called the "Indenture") reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the rights and remedies and limitations on such rights and remedies of the registered owner of this bond in regard thereto, the terms and conditions upon which said bonds are secured thereby, the terms and conditions upon which additional bonds and coupons may be issued thereunder and the rights, immunities and obligations of the Trustees under said Indenture; but neither the foregoing reference to said Indenture, nor any provision of this bond or of said Indenture, shall affect or impair the obligation of the Company, which is absolute, unconditional and unalterable, to pay at the maturity herein provided the principal of and premium, if any, and interest on this bond as herein provided.

Said Indenture, among other things, provides that no bondholder or bondholders may institute any suit, action or proceeding for the collection of this bond, or claim for interest thereon, or to enforce the lien of said Indenture, if and to the extent that the institution or

prosecution thereof or the entry of a judgment or a decree therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of said Indenture upon any property subject thereto.

The Bonds of the S Series are subject to redemption prior to maturity as a whole at any time, or in part from time to time, (a) at the option of the Company upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth in the tabulation below under the heading "Regular Redemption Price" (provided, however, that such right of redemption prior to October 1, 1985 shall be limited as provided in said Twenty-second Supplemental Indenture); and (b) by operation of the sinking and improvement fund provided for in the Twenty-second Supplemental Indenture, and (in the instances provided in the Indenture) by application of cash received by the Trustees if all or substantially all of the properties used by the Company in the conduct of certain classes of business thereof are sold to or taken through the exercise of the right of eminent domain or the right to purchase by any municipal or governmental body or agency, upon payment of the applicable percentage of the called principal amount thereof during the respective periods set forth in the tabulation below under the heading "Special Redemption Price":

12 Months' Period Beginning October 1	Regular Redemption Price %	Special Redemption Price %	12 Months' Period Beginning October 1	Regular Redemption Price %	Special Redemption Price %
1980 .....	114.26	100.00	1995 .....	106.89	100.00
1981 .....	113.77	100.00	1996 .....	106.39	100.00
1982 .....	113.28	100.00	1997 .....	105.90	100.00
1983 .....	112.78	100.00	1998 .....	105.41	100.00
1984 .....	112.29	100.00	1999 .....	104.92	100.00
1985 .....	111.80	100.00	2000 .....	104.43	100.00
1986 .....	111.31	100.00	2001 .....	103.94	100.00
1987 .....	110.82	100.00	2002 .....	103.45	100.00
1988 .....	110.33	100.00	2003 .....	102.95	100.00
1989 .....	109.84	100.00	2004 .....	102.46	100.00
1990 .....	109.34	100.00	2005 .....	101.97	100.00
1991 .....	108.85	100.00	2006 .....	101.48	100.00
1992 .....	108.36	100.00	2007 .....	100.99	100.00
1993 .....	107.87	100.00	2008 .....	100.50	100.00
1994 .....	107.38	100.00	2009 .....	100.00	100.00

together in any case with interest accrued on said principal amount to the date fixed for redemption; upon prior notice given by first class mail, postage prepaid, to the holder of record of each bond affected not less

than thirty (30) days nor more than ninety (90) days prior to the redemption date and subject to all other conditions and provisions of the Indenture.

If this bond or any portion thereof (One Thousand Dollars or any multiple thereof) is duly designated for redemption, if payment of the principal hereof or of such portion with accrued interest and premium, if any, is provided for, and if notice of such redemption shall have been duly given, provided for or waived, all as specified in the Indenture, this bond or such portion shall cease to be entitled to the lien of the Indenture from and after the date such payment and notice are irrevocably so provided for and shall cease to bear interest from and after the date fixed for redemption.

In the event of the selection for redemption of a portion only of the principal of this bond, payment of the redemption price will be made only (a) upon presentation of this bond for notation hereon of such payment of the portion of the principal of this bond so called for redemption, or (b) upon surrender of this bond in exchange for a bond or bonds (of authorized denominations of the same series) for the unredeemed balance of the principal amount of this bond. In the event of the redemption of this bond in whole, payment of the redemption price will be made only upon surrender of this bond.

The bonds of this series are entitled to the benefit of the sinking and improvement fund for bonds of this series provided for in said Twenty-second Supplemental Indenture.

To the extent permitted and as provided in said Indenture, modifications or alterations of said Indenture, or of any indenture supplemental thereto, and of the bonds issued thereunder and of the rights and obligations of the Company and the rights of the bearers or registered owners of the bonds and coupons, if any, may be made with the consent of the Company and with the written approvals or consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds outstanding, and unless all of the bonds then outstanding under said Indenture are affected in the same manner and to the same extent by such modification or alteration, with the written approvals or consents of the bearers or registered owners of not less than seventy-five per centum (75%) in principal amount of the bonds of each series outstanding, provided, however, that no such alteration or modification shall, without the written approval or consent of the bearer or registered owner of any bond affected thereby, (a) impair or



affect the right of such bearer or registered owner to receive payment of the principal of and interest on such bond, on or after the respective due dates expressed in such bond, or to institute suit for the enforcement of any such payment on or after such respective dates, except that the holders of not less than seventy-five per centum (75%) in principal amount of the bonds outstanding may consent on behalf of the bearers or registered owners of all of the bonds to the postponement of any interest payment for a period of not exceeding three (3) years from its due date, or (b) deprive any bearer or registered owner of the bonds of a lien on the mortgaged and pledged property, or (c) reduce the percentage of the principal amount of the bonds upon the consent of which modifications 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 S Series as the absolute owner of such bond for the purpose of receiving payment of or on account of the principal of and interest on this bond and for all other purposes, whether or not this bond be overdue, and neither the Company nor the Trustee nor any paying agent shall be affected by any notice to the contrary; and all such payments so made to such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid.

This bond is transferable by the registered owner hereof in person or by his duly authorized attorney, at the principal corporate trust office in Boston, Massachusetts of the Trustee, upon surrender of this bond for cancellation and upon payment, if the Company shall so require, of a sum sufficient to reimburse the Company for any stamp tax or other governmental charge incident thereto, and thereupon a new registered bond of the same series of like principal amount will be issued to the transferee in exchange therefor.

The registered owner of this bond at his option may surrender the same for cancellation at said office and receive in exchange therefor the same aggregate principal amount of registered bonds of the same series but of other authorized denominations upon payment, if the Company shall so require, of a sum sufficient to reimburse the Company for any stamp tax or other governmental charge incident thereto, and subject to the terms and conditions set forth in the Indenture.



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

In case an event of default as defined in said Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in said Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and under the conditions provided in said Indenture, waive defaults thereunder and the consequences of such defaults.

In case all or substantially all of the electric properties of the Company are sold to or taken through the exercise of the right of eminent domain or the right to purchase by any municipal or governmental body or agency, the principal of this bond will, upon receipt by the Company of payment or compensation, become due and payable before maturity at the principal amount thereof and accrued interest thereon, all as provided in said Indenture.

It is part of the contract herein contained that each registered owner hereof by the acceptance hereof waives all right of recourse to any personal liability of any incorporator, stockholder, officer or director, past, present or future, of the Company, as such, or of any predecessor or successor corporation, howsoever arising, for the collection of any indebtedness hereunder; and as a part of the consideration for the issue hereof

releases from all such liability each such incorporator, stockholder, officer or director, all as provided in said Indenture.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE]

This bond is one of the bonds of the series designated therein, referred to in the within-mentioned Indenture.

NEW ENGLAND MERCHANTS NATIONAL BANK,  
Corporate Trustee

By.....  
*Authorized Signer.*

§ 1.08. *Duration of Effectiveness of Article 1.* This Article shall be in force and effect only so long as any of the Bonds of the S Series are outstanding.

ARTICLE 2

PRINCIPAL AMOUNT OF BONDS PRESENTLY TO BE OUTSTANDING.

§ 2.01. The total aggregate principal amount of First Mortgage Bonds of the Company issued and outstanding and presently to be issued and outstanding under the provisions of and secured by the Indenture will be Two Hundred Eleven Million Nine Hundred Forty-six Thousand Twenty-seven Dollars (\$211,946,027), namely Four Million Dollars (\$4,000,000) principal amount of First Mortgage Bonds, 3¾% Series due 1984, now issued and outstanding, Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, 5¼% Series due 1986, now issued and outstanding, Three Million Dollars (\$3,000,000) principal amount of First Mortgage Bonds, 4½% 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, 4⅞% Series due 1992, now issued and outstanding, Seven Million Dollars (\$7,000,000) principal amount of First Mortgage Bonds, 4¾% 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, 6½% Series due 1997, now issued and outstand-

ing, 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 Four Hundred Forty-six Thousand Twenty-seven Dollars (\$3,446,027) principal amount of First Mortgage Bonds, 2% Series due 2011, now issued and outstanding, Ten Million Dollars (\$10,000,000) principal amount of First Mortgage Bonds,  $7\frac{7}{8}\%$  Series P due 2006, now issued and outstanding, Thirty-five Million Dollars (\$35,000,000) principal amount of First Mortgage Bonds,  $8\frac{5}{8}\%$  Series Q due 2007, now issued and outstanding, Thirty Million Dollars (\$30,000,000) principal amount of First Mortgage Bonds, 6.80% Series R due 2009, now issued and outstanding, and Thirty Million Dollars (\$30,000,000) principal amount of First Mortgage Bonds,  $14\frac{5}{8}\%$  Series S due 2010 established by resolution of the Board of Directors and to be issued upon compliance by the Company with the provisions of Article 3 of the Original Indenture.

### ARTICLE 3.

#### MISCELLANEOUS

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

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

§ 3.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference as of October 1, 1980, the actual date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgements hereto annexed.

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

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

IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused this Twenty-second 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 Twenty-second 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 or Trust Officers or 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 *[Signature]*  
Senior Vice President.

Attest:

*[Signature]*  
Assistant Secretary.

(CORPORATE SEAL)

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

*[Signature]*



BOOK 87 PAGE 626

NEW ENGLAND MERCHANTS  
NATIONAL BANK

By

*Charles J. Curtis*  
Trust Officer.

Attest:

*Charles J. Curtis*  
Assistant Trust Officer.

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

*William A. Rubenau*

*James S. Fisher*  
JAMES S. FISHER



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

*William A. Rubenau*

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

On this 3<sup>rd</sup> day of October, A.D., 1980, (i) personally appeared before me, a Notary Public in and for the County of New York, D. P. Baumann, known to me to be an Assistant 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 D. P. Baumann, to me personally known, who being by me duly sworn did say that they are a Senior Vice President and an Assistant 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 D. P. Baumann also acknowledged the said instrument to be the free act and deed of said Corporation.

*Patricia G. McG...*  
 Notary Public

My commission expires

(NOTARIAL SEAL)



PATRICIA G. MCG  
 Notary Public, State of New York  
 No. 24-4610423  
 Qualified in Kings County  
 Certificate filed in New York County  
 Commission Expires March 30, 1984

BOOK 87 PAGE 628

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

On this 3rd day of October, A.D., 1980, (i) personally appeared before me, a Notary Public in and for the County of Suffolk, BRIAN J. CURTIS, 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 GERALD R. WHEELER and the same BRIAN J. CURTIS to me personally known, who being by me duly sworn did say that they are a 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 GERALD R. WHEELER and BRIAN J. CURTIS acknowledged said instrument to be the free act and deed of said Bank.

*Virginia F. Brady*  
 Notary Public

My commission expires  
**VIRGINIA F. BRADY**  
 NOTARY PUBLIC  
 My Commission Expires July 7, 1983

(NOTARIAL SEAL)



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

On this 3rd day of October, A.D., 1980 (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 F. Brady*  
Notary Public

My commission expires

VIRGINIA F. BRADY  
NOTARY PUBLIC  
My Commission Expires July 7, 1982

(NOTARIAL SEAL)



RECORDED AT THE REQUEST OF Sierra Pacific Power  
on October, 19  , at 34 mins. past 3 P.M. In  
Book 87 of OFFICIAL RECORDS, page 594, RECORDS OF  
EUREKA COUNTY, NEVADA. WILLIS A. DePAOLI Recorder  
File No. 77002 Fee \$ 39.00

BOOK 87 PAGE 630