Sierra Pacific Power Company
6100 Neil Road
P.O. Box 10100
Reno, Nevada 89520-0400

143290

SIERRA PACIFIC POWER COMPANY

TO

STATE STREET BANK AND TRUST COMPANY

AND

GERALD R. WHEELER,
AS TRUSTEES

THIRTY-FIRST SUPPLEMENTAL INDENTURE

Dated as of November 1, 1992

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.

COPY

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THIS THIRTY-FIRST SUPPLEMENTAL INDENTURE dated as of the first day of November, 1992 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 89520 and address of its chief place of business is 6100 Neil Road, Reno, Nevada, party of the first part, and STATE STREET BANK AND TRUST COMPANY, a trust company duly organized and existing under the laws of The Commonwealth of Massachusetts, and having its chief place of business at 225 Franklin Street, Boston, Massachusetts, as Trustee and Secured Party (its IRS employer identification number being 04-1867445) and GERALD R. WHEELER, as Co-Trustee and Secured Party (whose Social Security number is [redacted] and whose residence address is 37 Cleveland Road, Waltham, Massachusetts), the mailing address of each of whom is One Heritage Drive, North Quincy, Massachusetts 02171 (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, State Street Bank and Trust Company 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, 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, the change of the name of said New England Merchants National Bank to Bank of New England, National Association as of May 1, 1982 and the transfer of substantially all of the corporate trust business of Bank of New

England, National Association to State Street Bank and Trust Company as of September 17, 1990; 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

WHEREAS, on September 27, 1985, James S. Fisher 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 Gerald R. Wheeler as successor Co-Trustee thereunder, and Gerald R. Wheeler 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

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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, a Twenty-first Supplemental Indenture dated as of August 1, 1979, a Twenty-second Supplemental Indenture dated as of, October 1, 1980, a Twenty-third Supplemental Indenture dated as of May 1, 1981, a Twenty-fourth Supplemental Indenture dated as of September 1, 1982, a Twenty-fifth Supplemental Indenture dated as of July 1, 1986, a Twenty-sixth Supplemental Indenture dated as of August 1, 1988, a Twenty-seventh Supplemental Indenture dated as of August 1, 1989, a Twenty-eighth Supplemental Indenture dated as of May 1, 1992, a Twenty-ninth Supplemental Indenture dated as of June 1, 1992, and a Thirtieth Supplemental Indenture dated as of July 1, 1992, 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:

Title	Issued and Outstanding
4 3/4% Bonds of 1994 Series	7,000,000.00
5 % Bonds of 1995 Series	10,000,000.00
6 1/2% Bonds of 1997 Series	15,000,000.00
8 1/4% Bonds of 2002 Series	20,000,000.00
2 % Bonds of 2011 Series	2,320,098.18
7 7/8% Bonds of Series P due 2006	9,800,000.00
8 5/8% Bonds of Series Q due 2007	35,000,000.00
6.80 % Bonds of Series R due 2009	30,000,000.00
9 3/4% Bonds of Series W due 2016	43,000,000.00
10 1/8% Bonds of Series X due 2018	70,000,000.00
5 % Bonds of Series Y due 2024	3,610,993.44
2 % Bonds of Series Z due 2004	236,874.13
6.55 % Bonds of Series AA due 2013	39,500,000.00
6.65 % Bonds of Series BB due 2017	17,500,000.00
12 % Bonds of Series CC due 2022	115,000,000.00
6.30 % Bonds of Series DD due 2014	45,000,000.00

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6.30 % Bonds of Series EE due 2022	10,250,000.00
6.35 % Bonds of Series FF due 2012	1,000,000.00

WHEREAS, the Board of Directors of the Company has established under said Original Indenture, as supplemented and modified, three new series of Bonds to be designated, respectively, First Mortgage Bonds, 6.55% Series GG due 2020, to be dated the date of initial authentication of the Bonds of said Series and to be due September 1, 2020 (hereinafter sometimes referred to as "Bonds of the GG Series"), First Mortgage Bonds, 6.65% Series HH due 2017, to be dated the date of initial authentication of the Bonds of said Series and to be due June 1, 2017 (hereinafter sometimes referred to as "Bonds of the HH Series"), and First Mortgage Bonds, 6.70% Series II due 2032, to be dated the date of initial authentication of the Bonds of said Series and to be due November 1, 2032 (hereinafter sometimes referred to as "Bonds of the II Series") and has authorized the initial issue of Bonds of the GG Series in the principal amount of Twenty Million Dollars ($20,000,000), the initial issue of Bonds of the HH Series in the principal amount of Seventy-Five Million Dollars ($75,000,000) and the initial issue of Bonds of the II Series in the principal amount of Twenty-one Million Two Hundred Thousand Dollars ($21,200,000) pursuant to the provisions of Article 3 of the Original Indenture; and

WHEREAS, pursuant to a Financing Agreement dated as of September 1, 1990 between Washoe County, Nevada ("Washoe County") and the Company (the "First Washoe Agreement")

(a) Twenty Million Dollars ($20,000,000) aggregate principal amount of Bonds of the GG Series are to be registered in the name of The Bank of New York, as trustee (hereinafter together with any successor trustee called the "First Washoe Trustee") under an Indenture of Trust (the "First Washoe Indenture") dated as of September 1, 1990 among Washoe County, the First Washoe Trustee and Valley Bank of Nevada, as Co-Trustee;

(b) Said Bonds of the GG Series are to be held in pledge as security for the performance of the obligations of the Company under the First Washoe Agreement and in particular for the security of the payment of the principal of and premium, if any, and interest on Twenty Million Dollars ($20,000,000) aggregate principal amount of Washoe County, Nevada Gas Facilities Revenue Bonds (Sierra Pacific Power Company Project) Series 1990 (the "1990 Washoe Bonds") upon conversion of the interest rate on 1990 Washoe Bonds issued under the First Washoe Indenture; and

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(c) Any payments received by the First Washoe Trustee on account of principal of, or interest or premium on, the Bonds of the GG Series are to be applied by the First Washoe Trustee to the payment of corresponding amounts of principal of, or interest or premium on, the 1990 Washoe Bonds; and any payments received by the First Washoe Trustee on account of principal of, or interest or premium on, the 1990 Washoe Bonds through funds other than payments received by it on account of principal of, interest or premium on, the Bonds of the GG Series shall constitute full payment of corresponding amounts of principal of, or interest or premium on, the Bonds of the GG Series; and any receipt by the First Washoe Trustee of any 1990 Washoe Bonds for cancellation shall constitute full payment of the principal of, and interest and premium on, a corresponding amount of Bonds of the GG Series except to the extent that such payment has already been effected pursuant to the provisions of the First Washoe Agreement summarized earlier in this clause (c); and

WHEREAS, pursuant to a Financing Agreement dated as of June 1, 1987 between Washoe County and the Company (the "Second Washoe Agreement")

(a) Seventy-Five Million Dollars ($75,000,000) aggregate principal amount of Bonds of the HH Series are to be registered in the name of The Bank of New York, as trustee (hereinafter together with any successor trustee called the "Second Washoe Trustee") under an Indenture of Trust (the "Second Washoe Indenture") dated as of June 1, 1987 between Washoe County and the Second Washoe Trustee;

(b) Said Bonds of the HH Series are to be held in pledge as security for the performance of the obligations of the Company under the Second Washoe Agreement and in particular for the security of the payment of the principal of and premium, if any, and interest on Seventy-Five Million Dollars ($75,000,000) aggregate principal amount of Washoe County, Nevada Variable Rate Demand Water Facilities Revenue Bonds (Sierra Pacific Power Company Project) Series 1987 (the "1987 Washoe Bonds") upon conversion of the interest rate on the 1987 Washoe Bonds heretofore issued under the Second Washoe Indenture; and

(c) Any payments received by the Second Washoe Trustee on account of principal of, or interest or premium on, the Bonds of the HH Series are to be applied by the Second Washoe Trustee to the payment of corresponding amounts of principal of, or interest or premium on, the 1987 Washoe Bonds; and any payments received by the Second Washoe Trustee on account of principal of, or interest or premium on, the 1987 Washoe Bonds through funds other than payments received by it on account of principal of, interest or premium on, the Bonds of the HH Series shall

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constitute full payment of corresponding amounts of principal of, or interest or premium on, the Bonds of the HH Series; and any receipt by the Second Washoe Trustee of any 1987 Washoe Bonds for cancellation shall constitute full payment of the principal of, and interest and premium on, a corresponding amount of Bonds of the HH Series except to the extent that such payment has already been effected pursuant to the provisions of the Second Washoe Agreement summarized earlier in this clause (c); and

WHEREAS, pursuant to a Financing Agreement dated as of November 1, 1992 between Washoe County and the Company (the "Third Washoe Agreement")

(a) Twenty-one Million Two Hundred Thousand Dollars ($21,200,000) aggregate principal amount of Bonds of the II Series are to be registered in the name of The Bank of New York, as trustee (hereinafter together with any successor trustee called the "Third Washoe Trustee") under an Indenture of Trust (the "Third Washoe Indenture") dated as of November 1, 1992 between Washoe County and the Third Washoe Trustee;

(b) Said Bonds of the II Series are to be held in pledge as security for the performance of the obligations of the Company under the Third Washoe Agreement and in particular for the security of the payment of the principal of and premium, if any, and interest on Twenty-one Million Two Hundred Thousand Dollars ($21,200,000) aggregate principal amount of Washoe County, Nevada Gas Facilities Revenue Bonds (Sierra Pacific Power Company Project) Series 1992 (the "1992 Washoe Bonds"); and

(c) Any payments received by the Third Washoe Trustee on account of principal of, or interest or premium on, the Bonds of the II Series are to be applied by the Third Washoe Trustee to the payment of corresponding amounts of principal of, or interest or premium on, the 1992 Washoe Bonds; and any payments received by the Third Washoe Trustee on account of principal of, or interest or premium on, the 1992 Washoe Bonds through funds other than payments received by it on account of principal of, interest or premium on, the Bonds of the II Series shall constitute full payment of corresponding amounts of principal of, or interest or premium on, the Bonds of the II Series; and any receipt by the Third Washoe Trustee of any 1992 Washoe Bonds for cancellation shall constitute full payment of the principal of, and interest and premium on, a corresponding amount of Bonds of the II Series except to the extent that such payment has already been effected pursuant to the provisions of the Third Washoe Agreement summarized earlier in this clause (c); and

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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 Thirty-first Supplemental Indenture and hereby requests the Trustees to join in this Thirty-first Supplemental Indenture for the purpose of (i) describing the terms of the Bonds of the GG Series, the Bonds of the HH Series and the Bonds of the II 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 this Thirty-first Supplemental Indenture and to make this Thirty-first 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,

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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 CALIFORNIA

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

[NONE]

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:

WASHOE COUNTY

(1) The following described property in Washoe County, Nevada as conveyed to Sierra Pacific Power Company from ALLIED-SIGNAL, INC., a Delaware corporation, successor by mergers to BENDIX-WESTINGHOUSE AUTOMOTIVE AIR BRAKE CO., a Delaware corporation, by deed recorded October 13, 1992, Book 3586, Pages 675, 676, File No. 1613276, Official Records of Washoe County, Nevada.

All that real property situate in the County of Washoe, State of Nevada, described as follows:

Lots 5 and 6 in Block B of SIERRA PACIFIC INDUSTRIAL PARK, Washoe County, Nevada, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on April 23, 1962.

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Containing 4.298 acres, more or less.

(2) The following described property in Washoe County, Nevada as conveyed to Sierra Pacific Power Company from John S. Shane III by deed recorded February 20, 1992, Book 3421, Pages 0399, 0400, File No. 1547989, Official Records of Washoe County, Nevada.

All that certain real estate situate in the County of Washoe, State of Nevada, more particularly described as follows:

PARCEL I:
Parcel 1 of that certain Parcel Map No. 722 for George and Ethel Shane filed in the Office of the County Recorder of Washoe County, State of Nevada, on January 18, 1979, as Document No. 583233.

PARCEL II:
Parcel 4 of that certain Parcel Map No. 771 for Angus Wayne McLeod and Patricia McLeod Lording filed in the Office of the County Recorder of Washoe County, State of Nevada, as Document No. 583232 of Official Records, as January 18, 1979.

PARCEL III:
Commencing at the Southwest corner of the SW 1/4 of Section 26, Township 20 North, Range 19 East, M.D.B.&M.

Thence North 89°34' East along the South section line 320 feet more or less to the Easterly right of way line of U.S. 395 described in the Deed to the State of Nevada recorded April 29, 1960 in Book 543, Page 652, Document No. 319082, the true point of beginning;

Thence continuing North 89°34' East to the Westerly right of way line of the Western Pacific Railroad;

Thence North 49°15'12" East along said R.R. right of way 76.62 feet to the South line of Parcel 1 of Parcel Map 772;

Thence South 89°34' West along last mentioned line to the Easterly right of way line of said U.S. 395;

Thence Southwest along said right of way to the true point of beginning.

Said parcel lies within said Section 26;

Containing 1.789 acres, more or less.

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(3) The following described property in Washoe County, Nevada as conveyed to Sierra Pacific Power Company from Hutton Associates by deed recorded May 13, 1992, Book 3480, Pages 0983, 0984, File No. 1570672, Official Records of Washoe County, Nevada.

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

Parcels 2 and 3 of that certain Parcel Map No. 772 for George and Ethel Shane filed in the Office of the County Recorder of Washoe County, State of Nevada, on January 18, 1979, as Document No. 583233.

Containing 0.567 acres, more or less.

(4) The following described property in Washoe County, State of Nevada, as conveyed to Sierra Pacific Power Company from Lands of Sierra, Inc. by deed recorded September 23, 1992, Book 3570, Page 0978, File No. 1607386, Official Records of Washoe County, Nevada.

All that certain real estate situate in the County of Washoe, State of Nevada, more particularly described as follows:

A portion of the South one-half of the South one-half (S1/2 S1/2) of Section 26, the South one-half of the South one-half (S1/2 S1/2) of Section 27, the South one-half of the South one-half (S1/2 S1/2) of Section 28, the South one-half of the Southeast one-quarter (S1/2 SE1/4) of Section 29, the Northeast one-quarter (NE1/4) of Section 32, the North one-half of the North one-half (N1/2 N1/2) of Section 33, the North one-half of the North one-half (N1/2 N1/2) of Section 34, and the North one-half of the Northwest one-quarter (N1/2 NW1/4) of Section 35, Township 20 North, Range 22 East, MDB&M, Washoe County, Nevada.

Parcel A
Commencing at the North one-quarter section corner of said Section 32;

Thence South 00°02'58" East, along the North-South center of section line, 555.39 feet, to the Southerly right-of-way line of I-80 and the True Point of Beginning;

Thence Easterly, along the Southerly right-of-way line of I-80 and Frontage Road, as described in the two deeds recorded in Book 444, Page 245, Document No. 273449, filed April 30, 1957, Records of Washoe County, Nevada, and the Deed dated October 22, 1963, between Sierra Pacific Power Company and the State of

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Nevada, Department of Highways, the following twenty-nine (29) courses;

From a tangent which bears North 65°14'25" East, curving to the left with a radius of 3,070 feet through a central angle of 15°22'51", an arc length of 824.13 feet;

North 49°51'34" East, 866.78 feet;

From a tangent which bears the last described course, curving to the right with a radius of 2,930 feet, through a central angle of 41°32'20", an arc length of 2,124.22 feet;

South 88°36'06" East, 457.25 feet;

Thence South 78°33'06" East, 165.18 feet to the Northwest corner of "Parcel 1" as shown on "Record of Survey Boundary Line Adjustment for Lands of Sierra, Inc.", File No. 1532962 recorded December 26, 1991, Official Records of Washoe County, Nevada;

Thence along the Westerly and Southwesterly boundary of said Parcel 1, the following three courses:

1) Thence South 00°06'21" West, 160.93 feet;

2) Thence South 63°04'45" East, 1007.49 feet;

3) Thence South 29°54'18" East, 526.45 feet to the Northerly boundary of the Truckee River;

Thence Westerly, along the Northerly boundary of the Truckee River to the intersection with the Washoe-Storey County line, lying in the Southeast one-quarter of the Southeast one-quarter (SE1/4 SE1/4) of said Section 29;

Thence along the said county line in a Westerly, Southerly, Southeasterly, Southwesterly and Westerly direction, respectively, to the intersection with the Northerly boundary of the Truckee River lying in the West one-half of the Northeast one-quarter (W1/2 NE1/4) of said Section 32;

Thence Northwesterly along the Northerly boundary of the Truckee River to the intersection with the North-South center of section line of said Section 32;

Thence North 00°02'58" West, along said center of section line, 400 feet, more or less, returning to the True Point of Beginning.

Containing 86.20 acres, more or less.

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Subject to easements, agreements or interests which are shown by the public records of Washoe County or which could be ascertained by an inspection of the land.

Parcel B
All of "Parcel 1" as shown on "Record of Survey Boundary Line Adjustment for Lands of Sierra, Inc.", File No. 1532962, recorded December 26, 1991, Official Records of Washoe County, Nevada.

Containing 77.329 acres, more or less.

Subject to easements, agreements or interests which are shown by the public records of Washoe County or which could be ascertained by an inspection of the land.

Parcel C
Beginning at the Northeast corner of the Southwest one-quarter of the Southeast one-quarter (SE1/4 SE1/4) of Section 26;

Thence South, along the East boundary of the Southwest one-quarter of the Southeast one-quarter (SW1/4 SE1/4) of said Section 26, a distance of 103.0 feet, more or less, to the Northerly right-of-way line of I-80 and Frontage Road;

Thence Westerly, along the Northerly right-of-way line of I-80 and Frontage Road, the following four (4) courses;

South 79°32'04" West, 1,001.79 feet, to the beginning of a curve to the right;

Thence from a tangent which bears the last described course, curving to the right with a radius of 9,798 feet, through a central angle of 18°13'10", for an arc length of 3,115.66 feet;

Thence North 82°14'46" West, 1,870.54 feet;

Thence North 07°45'14" East, 224.42 feet;

Thence leaving said Northerly right-of-way line, South 89°42'59" East, along the North boundary of the South one-half of the South one-half (S1/2 S1/2) of said Section 27, a distance of 1,850 feet, to the East section line of said Section 27;

Thence East, along the Northerly boundary of the South one-half of the South one-half (S1/2 S1/2) of said Section 26, a distance of 4,080 feet, more or less, returning to the Point of Beginning.

Containing 65.20 acres, more or less.

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Parcel D
That portion of the Northwest one-quarter of the Northeast one-quarter (NW1/4 NE1/4) of said Section 32, lying Northerly of the Northerly right-of-way line of I-80.

Containing 0.7 acres, more or less.

Parcel E
That portion of the Southeast one-quarter of the Southeast one-quarter (SE1/4 SE1/4) of said Section 29, lying Northerly of the Northerly right-of-way line of I-80.

Containing 4.2 acres, more or less.

The total of all parcels containing 232.999 acres, more or less.

HUMBOLDT COUNTY

The following described property in Humboldt County, Nevada as conveyed to Sierra Pacific Power Company from Donald W. Smit and Juliana Gabica by deed recorded September 15, 1992, Book 316, Page 353, File No. 337046, Official Records of Humboldt County, Nevada.

All that certain real property situate, lying and being in the City of Winnemucca, County of Humboldt, State of Nevada and more particularly described as follows:

Parcel "D" of that certain Parcel Map for C. R. Drake & Sons, Inc., Profit Sharing Trust and Donald W. Smit within the Southwest one-quarter Southeast one-quarter (SW1/4 SE1/4) of Section 29, Township 36 North, Range 38 East, M.D.B.&M. recorded in the Office of the Humboldt County Recorder September 1, 1992 under File No. 336706, Humboldt County, Nevada.

Containing 1.12 acres, more or less.

STOREY COUNTY

The following described property in Storey County, Nevada as conveyed to Sierra Pacific Power Company from Lands of Sierra, Inc. by deed recorded September 22, 1992, Book 92, Page 109, 110, File No. 70261, Official Records of Storey County, Nevada.

All that certain real property situate in the South one-half of the Southeast one-quarter (S1/2 SE1/4) of Section 29, and the Northeast one-quarter (NE1/4) of Section 32, Township 20 North,

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Range 22 East, M.D.B.&M., Storey County, Nevada, more particularly described as follows:

Parcel 5 of that certain Record of Survey for Sierra Pacific Power Company filed in the office of the Storey County Recorder on April 16, 1985, File No. 56244, Official Records of Storey County, State of Nevada; and Parcel 1 of that certain Parcel Map for Sierra Pacific Power Company filed in the office of the Storey County Recorder on May 19, 1985, File No. 56382, Official Records of Storey County, State of Nevada.

Containing 109.70 acres, more or less.

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, Elko, Winnemucca, Hawthorne, Tonopah 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

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(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:

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ARTICLE 1.

Description of Bonds of the GG Series

§1.01. Establishment of Bonds of the GG 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, 6.55% Series GG due 2020" (herein sometimes referred to as "Bonds of the GG Series").

§1.02. Terms of Bonds of the GG Series. The Bonds of the GG Series shall be evidenced by a single registered Bond in the principal amount and denomination of Twenty Million Dollars ($20,000,000) due September 1, 2020; it shall bear interest at the rate per annum shown in its title, payable semi-annually on June 1 and December 1 of each year, commencing June 1, 1993, and on September 1, 2020. Interest on the Bonds of the GG Series shall be computed on the basis of a 360-day year of twelve 30-day months. The Bonds of the GG Series shall be dated as provided in §2.08 of the Original Indenture as modified by §2.03 of the Twelfth Supplemental Indenture.

The single Bond of the GG Series shall be numbered 1 and shall upon issuance be delivered by the Company to and registered in the name of the First Washoe Trustee and shall be transferable only as required to effect an assignment thereof to a successor trustee under the First Washoe Indenture or in the exercise of remedies upon an event of default under the First Washoe Indenture. Bonds issued upon transfer shall be numbered from 2 upwards and issued in the same $20,000,000 denomination but, to the extent that payments of principal shall theretofore have been made on the 1990 Washoe Bonds, the First Washoe Trustee shall duly note on the Bond of the GG Series a like amount of principal in the Schedule of Prepayments and upon any transfer of said Bond shall duly note the date to which interest has been paid.

It is expected that the Company, pursuant to the First Washoe Agreement, will furnish directly to the First Washoe Trustee at its principal corporate trust office all funds required for any and all payments of principal of, and interest and premium on, the 1990 Washoe Bonds (or that in lieu of any such payment the Company or Washoe County will deposit with the First Washoe Trustee 1990 Washoe Bonds for cancellation). All such payments and deposits shall automatically constitute corresponding payments of interest and of installments of principal (including premiums if appropriate) on the single Bond of the GG Series. Any such payment may be made in any coin or currency of the United States which is legal tender for the payment of public and private debts.

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Unless payment then is or has been made pursuant to the next preceding paragraph, payment of the principal of, and premium, if any, and interest on the single Bond of the GG Series shall be made in any coin or currency of the United States which at the time of payment is legal tender for the payment of public and private debts at the principal corporate trust office of the First Washoe Trustee, by check or wire transfer to the First Washoe Trustee for the account of Washoe County in funds immediately available at said office of the First Washoe Trustee, in each case on or prior to the business day preceding the due date for such payment. Any such payment of principal, premium and interest shall be credited as and used to make a corresponding payment of principal, premium and interest on the 1990 Washoe Bonds.

The Trustees may at any and all times conclusively assume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on Bonds of the GG Series, so far as such payments shall at the time have become due, has been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the First Washoe Trustee signed by one of its officers, stating (i) that the Company is in arrears as to the payments required to be made by it to the First Washoe Trustee pursuant to the First Washoe Agreement and (ii) the amount of the arrearage.

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

If any of the following defaults or events of default occurs under Section 9.01 of the First Washoe Indenture, it shall be deemed to be the corresponding default under Section 10.01 of the Indenture as hereafter set forth: (i) failure to make payment of any installment of interest upon any 1990 Washoe Bond shall be deemed to be a default, under Section 10.01(a) of the Indenture, in the due and punctual payment of a like amount of interest on the Bond of the GG Series, (ii) failure to make due and punctual payment of the principal of and premium, if any, on any 1990 Washoe Bond at the stated maturity thereof or upon redemption thereof shall be deemed to be a default, under Section 10.01(b) of the Indenture, in the due and punctual payment of a like amount of principal of the Bond of the GG Series, (iii) the occurrence of an "event of default" under the First Washoe Agreement shall be deemed to be a default under Section 10.01(d) of the Indenture, and (iv) failure on the part of Washoe County to perform or observe

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any of its covenants, agreements or conditions in the First Washoe Indenture or in the 1990 Washoe Bonds and failure to remedy the same after notice thereof pursuant to Section 9.10 of the First Washoe Indenture shall be deemed to be a default under Section 10.01(d) of the Indenture.

Any notice affecting or relating to the Bonds of the GG 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 First Washoe Trustee at its address as the same appears on the Bond register for the Bonds of the GG Series. The certificate of the Trustee that such mailing has been effected shall be conclusive evidence of compliance with the requirements of this §1.02 and of §16.08 of the Original Indenture as modified by §2.07 of the Twelfth Supplemental Indenture, whether or not the First Washoe Trustee receives such notice.

The Trustee hereunder shall, by virtue of its office as such Trustee, be the Registrar and Transfer Agent of the Company for the purpose of registering and transferring Bonds of the GG Series, and shall maintain a Bond register for the Bonds of the GG Series.

§1.03. Prepayment Provisions for Bonds of the GG Series. The single Bond of the GG Series is prepayable at any time if (1) the Company shall elect to prepay installments payable under the First Washoe Agreement and to cause the 1990 Washoe Bonds to be redeemed, in whole or in part, pursuant to the provisions of Section 7.1 of the First Washoe Agreement (not including an election to redeem 1990 Washoe Bonds under Section 3.01(A)(3) of the First Washoe Indenture), or (2) the Company shall be obligated to prepay installments payable under the First Washoe Agreement and to cause the 1990 Washoe Bonds to be redeemed, in whole or in part, upon the occurrence of an event specified in Section 7.2 of the First Washoe Agreement, subject, however, to any applicable provisions of clause (2) of Section 6.05 of the Original Indenture, which shall control. In any such event, the single Bond of the GG Series shall be prepaid by the Company, in whole or in identical part, as the case may be, at 100% of the unpaid principal amount thereof so prepaid, plus accrued interest to the prepayment date, which date shall be the same as the redemption date for the 1990 Washoe Bonds.

Without limiting the foregoing, the single Bond of the GG Series shall also be prepaid by the Company on or after December 1, 2002, in whole at any time or in part from time to time during the periods specified below if the Company shall have elected to prepay installments under the First Washoe Agreement of like principal amount as the 1990 Washoe Bonds that

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it elects to redeem on the prepayment date in accordance with Section 3.01(A)(3) of the First Washoe Indenture. Such prepayment shall be at the prepayment price determined in accordance with the following table plus accrued interest to the prepayment date:

If prepayment date is during the twelve months beginning December 1	Prepayment Price
2002	102%
2003	101
2004 and thereafter	100

In each case where a portion or all of the single Bond of the GG Series is to be prepaid as contemplated by this Section 1.03, notice of not less than thirty (30) days shall be given by the Company to the First Washoe Trustee unless such notice shall have been waived in writing by the First Washoe Trustee. A copy of each such notice and each such waiver of notice shall be furnished by the Company to the Trustee.

In the event of such prepayment of the 1990 Washoe Bonds, the First Washoe Trustee shall forthwith make notation of payment of a like principal amount of Bond of the GG Series in the Schedule of Prepayments of Principal printed thereon, and shall promptly notify the Trustee of the amount of such payment and that notation of such payment has been duly made. The First Washoe Trustee shall surrender the Bond of the GG Series to the Trustee when all principal of, and premium, if any, and interest on, the 1990 Washoe Bonds shall have been duly paid.

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

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

[FORM OF BONDS OF GG SERIES]

NOTE: THE HOLDER OF THIS BOND BY ACCEPTANCE HEREOF AGREES TO RESTRICTIONS ON TRANSFER, TO WAIVERS OF CERTAIN RIGHTS OF EXCHANGE, AND TO INDEMNIFICATION PROVISIONS AS SET FORTH BELOW. IN ADDITION, THE BOND REPRESENTED BY THIS CERTIFICATE HAS NOT

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BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND SUCH BOND MAY NOT BE TRANSFERRED WITHOUT COMPLIANCE WITH APPLICABLE SECURITIES LAWS.

THIS BOND IS NOT TRANSFERABLE EXCEPT TO A SUCCESSOR TRUSTEE UNDER THE INDENTURE OF TRUST, DATED AS OF SEPTEMBER 1, 1990, AMONG WASHOE COUNTY, NEVADA AND THE BANK OF NEW YORK, AS TRUSTEE AND VALLEY BANK OF NEVADA, AS CO-TRUSTEE OR IN THE EXERCISE OF REMEDIES UPON AN EVENT OF DEFAULT UNDER SAID INDENTURE OF TRUST.

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Nevada

First Mortgage Bond, 6.55% Series GG due 2020

Due September 1, 2020

No. _____ $20,000,000

SIERRA PACIFIC POWER COMPANY, a Nevada corporation (hereinafter sometimes called the "Company" which term shall include any successor corporation as defined in the Indenture referred to below), for value received, hereby promises to pay to The Bank of New York, as trustee (the "Washoe Trustee") under an Indenture of Trust (the "Washoe Indenture") dated as of September 1, 1990 among Washoe County, Nevada ("Washoe County") the Washoe Trustee, or to its successor as such trustee, and Valley Bank of Nevada, as Co-Trustee, the sum of Twenty Million Dollars ($20,000,000) on September 1, 2020 together with interest from December 1, 1992 on the unpaid principal amount of this bond at the rate of 6.55% per annum, such interest to be paid semi-annually in arrears on the first day of June and December commencing June 1, 1993 and on September 1, 2020.

This bond is issued to the Washoe Trustee as security for the payment by the Company of the principal of, and interest and premium on, a like amount of bonds (the "Washoe Bonds") issued under the Washoe Indenture pursuant to a Financing Agreement dated as of September 1, 1990 between Washoe County and the Company (the "Washoe Agreement"). It is expected that the Company will make all payments of principal of, and interest and premium on, the Washoe Bonds directly to the Washoe Trustee (or that in lieu thereof the Company or Washoe County will deposit with the Washoe Trustee Washoe Bonds for cancellation). All such payments shall automatically constitute corresponding payments on the Bonds of the GG Series. The holder of this bond by acceptance hereof agrees that whenever any payment on account of the principal of this bond is made or occurs under any provision of the indenture referred to below (the "Indenture"),

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the Washoe Agreement or the Washoe Indenture, the holder hereof shall promptly note on the Schedule of Prepayments of Principal the date and amount of each such payment of principal, and shall promptly notify the Trustee of the amount of each such payment and that the notation of payment has been duly made, and further agrees to surrender this bond to the Trustee for cancellation when all principal of, premium, if any, and interest on this bond shall have been duly paid.

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

If any of the following defaults or events of default occurs under Section 9.01 of the Washoe Indenture, it shall be deemed to be the corresponding default under Section 10.01 of the Indenture as hereafter set forth: (i) failure to make payment of any installment of interest upon any Washoe Bond shall be deemed to be a default, under Section 10.01(a) of the Indenture, in the due and punctual payment of a like amount of interest on this bond, (ii) failure to make due and punctual payment of the principal of and premium, if any, on any Washoe Bond at the stated maturity thereof or upon redemption thereof shall be deemed to be a default, under Section 10.01(b) of the Indenture, in the due and punctual payment of a like amount of principal of this bond, (iii) the occurrence of an "event of default" under the Washoe Agreement shall be deemed to be a default under Section 10.01(d) of the Indenture, and (iv) failure on the part of Washoe County to perform or observe any of its covenants, agreements or conditions in the Washoe Indenture or in the Washoe Bonds and failure to remedy the same after notice thereof pursuant to Section 9.10 of the Washoe Indenture shall be deemed to be a default under Section 10.01(d) of the Indenture.

This Bond is the registered bond evidencing the bonds of a series (herein sometimes referred to as the "Bonds of the GG 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

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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 any sinking fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for other Bonds of any particular 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 State Street Bank and Trust Company by succession, herein sometimes called the "Trustee"), and Leo W. Huegle (now Gerald R. Wheeler 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 Thirty-first Supplemental Indenture, dated as of November 1, 1992, 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

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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.

This bond is prepayable at any time if (1) the Company shall elect to prepay installments payable under the Washoe Agreement and to cause the Washoe Bonds to be redeemed, in whole or in part, pursuant to the provisions of Section 7.1 of the Washoe Agreement (not including an election to redeem Washoe Bonds under Section 3.01(A)(3) of the Washoe Indenture), or (2) subject to Section 6.05 of the Indenture, the Company shall be obligated to prepay installments payable under the Washoe Agreement and to cause the Washoe Bonds to be redeemed, in whole or in part, upon the occurrence of an event specified in Section 7.2 of the Washoe Agreement. In any such event this bond shall be prepaid by the Company, in whole or in identical part, as the case may be, at 100% of the unpaid principal amount thereof so prepaid, plus accrued interest to the prepayment date, which date shall be the same as the redemption date for the Washoe Bonds.

Without limiting the foregoing, this bond shall also be prepaid by the Company on or after December 1, 2002, in whole at any time or in part from time to time during the periods specified below if the Company shall have elected to prepay installments under the Washoe Agreement of like principal amount as the Washoe Bonds that it elects to redeem on the prepayment date in accordance with Section 3.01(A)(3) of the Washoe Indenture. Such prepayment shall be at the prepayment price determined in accordance with the following table plus accrued interest to the prepayment date:

If prepayment date is during the twelve months beginning December 1	Prepayment Price
2002	102%
2003	101
2004 and thereafter	100

In each case where a portion or all of this bond is to be prepaid as contemplated herein, notice of not less than thirty (30) days shall be given by the Company to the Washoe Trustee unless such notice shall have been waived in writing by the Washoe Trustee. A copy of each such notice and each such waiver of notice shall be furnished by the Company to the Trustee.

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In the event of such prepayment of the Washoe Bonds, the Washoe Trustee shall forthwith make notation of payment of a like principal amount of this bond in the Schedule of Prepayments of Principal printed hereon, and shall promptly notify the Trustee of the amount of such payment and that notation of such payment has been duly made. The Washoe Trustee shall surrender this bond to the Trustee when all principal of, and premium, if any, and interest on, the Washoe Bonds shall have been duly paid.

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.

To the extent permitted and as provided in said Indenture, modifications or alterations of said Indenture, or 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 of 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.

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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.

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 GG 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.

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

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

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

This bond has not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in contravention of said Act and is not transferable except to a successor trustee under the Washoe Indenture or in the exercise of remedies upon an event of default under the Washoe Indenture.

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

IN WITNESS WHEREOF, Sierra Pacific Power Company has caused this Bond to be executed in its name and behalf by the manual or facsimile signature of its Treasurer and its corporate seal, or a facsimile thereof, to be affixed or printed hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

SIERRA PACIFIC POWER COMPANY

Dated:_____ By:_____
Treasurer

Attest:

_____
Secretary

(FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE)

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

STATE STREET BANK AND TRUST COMPANY
Corporate Trustee

By_____
Authorized Signatory

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SCHEDULE OF PREPAYMENTS OF PRINCIPAL

Principal Amount Prepaid	Date Prepaid	Authorized Official and Title

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

ARTICLE 2.

Description of Bonds of the HH Series

§2.01. Establishment of Bonds of the HH 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, 6.65% Series HH due 2017" (herein sometimes referred to as "Bonds of the HH Series").

§2.02. Terms of Bonds of the HH Series. The Bonds of the HH Series shall be evidenced by a single registered Bond in the principal amount and denomination of Seventy-Five Million Dollars ($75,000,000) due June 1, 2017; it shall bear interest at the rate per annum shown in its title, payable semi-annually on June 1 and December 1 of each year, commencing June 1, 1993. Interest on the Bond of the HH Series shall be computed on the basis of a 360-day year of twelve 30-day months. The Bonds of the HH Series shall be dated as provided in §2.08 of the Original Indenture as modified by §2.03 of the Twelfth Supplemental Indenture.

The single Bond of the HH Series shall be numbered 1 and shall upon issuance be delivered by the Company to and registered in the name of the Second Washoe Trustee and shall be transferable only as required to effect an assignment thereof to a successor trustee under the Second Washoe Indenture or in the exercise of remedies upon an event of default under the Second Washoe Indenture. Bonds issued upon transfer shall be numbered from 2 upwards and issued in the same $75,000,000 denomination

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but, to the extent that payments of principal shall theretofore have been made on the 1987 Washoe Bonds, the Second Washoe Trustee shall duly note on the Bond of the HH Series a like amount of principal in the Schedule of Prepayments of Principal and upon any transfer of said Bond shall duly note the date to which interest has been paid.

It is expected that the Company, pursuant to the Second Washoe Agreement, will furnish directly to the Second Washoe Trustee at its principal corporate trust office all funds required for any and all payments of principal of, and interest and premium on, 1987 Washoe Bonds (or that in lieu of any such payment the Company or Washoe County will deposit with the Second Washoe Trustee 1987 Washoe Bonds for cancellation). All such payments and deposits shall automatically constitute corresponding payments of interest and of installments of principal (including premiums if appropriate) on the single Bond of the HH Series. Any such payment may be made in any coin or currency of the United States which is legal tender for the payment of public and private debts.

Unless payment then is or has been made pursuant to the next preceding paragraph, payment of the principal of, and premium, if any, and interest on the single Bond of the HH Series shall be made in any coin or currency of the United States which at the time of payment is legal tender for the payment of public and private debts at the principal corporate trust office of the Second Washoe Trustee, by check or wire transfer to the Second Washoe Trustee for the account of Washoe County in funds immediately available at said office of the Second Washoe Trustee, in each case on or prior to the business day preceding the due date for such payment. Any such payment of principal, premium and interest shall be credited as and used to make a corresponding payment of principal, premium and interest on the 1987 Washoe Bonds.

The Trustees may at any and all times conclusively assume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on Bonds of the HH Series, so far as such payments shall at the time have become due, has been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the Second Washoe Trustee signed by one of its officers, stating (i) that the Company is in arrears as to the payments required to be made by it to the Second Washoe Trustee pursuant to the Second Washoe Agreement and (ii) the amount of the arrearage.

The Second Washoe Trustee, by acceptance of the single Bond of the HH Series, shall agree to make prompt notation thereon of all payments and prepayments on account of principal thereof

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made or occurring under any provision of the Second Washoe Agreement or of this Thirty-first Supplemental Indenture, and to surrender said Bond to the Trustee upon final payment thereof.

If any of the following defaults or events of default occurs under Section 801 of the Second Washoe Indenture, it shall be deemed to be the corresponding default under Section 10.01 of the Indenture as hereafter set forth: (i) failure to make payment of any installment of interest upon any 1987 Washoe Bond shall be deemed to be a default, under Section 10.01(a) of the Indenture, in the due and punctual payment of a like amount of interest on the Bond of the HH Series, (ii) failure to make due and punctual payment of the principal of and premium, if any, on any 1987 Washoe Bond at the stated maturity thereof or upon redemption thereof shall be deemed to be a default, under Section 10.01(b) of the Indenture, in the due and punctual payment of a like amount of principal of the Bond of the HH Series, (iii) the occurrence of an "event of default" under the Second Washoe Agreement shall be deemed to be a default under Section 10.01(d) of the Indenture, and (iv) failure on the part of Washoe County to perform or observe any of its covenants, agreements or conditions in the Second Washoe Indenture or in the 1987 Washoe Bonds and failure to remedy the same after notice thereof pursuant to Section 810 of the Second Washoe Indenture shall be deemed to be a default under Section 10.01(d) of the Indenture.

Any notice affecting or relating to the Bonds of the HH 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 Second Washoe Trustee at its address as the same appears on the Bond register for the Bonds of the HH Series. The certificate of the Trustee that such mailing has been effected shall be conclusive evidence of compliance with the requirements of this §2.02 and of §16.08 of the Original Indenture as modified by §2.07 of the Twelfth Supplemental Indenture, whether or not the Second Washoe Trustee receives such notice.

The Trustee hereunder shall, by virtue of its office as such Trustee, be the Registrar and Transfer Agent of the Company for the purpose of registering and transferring Bonds of the HH Series, and shall maintain a Bond register for the Bonds of the HH Series.

§2.03. Prepayment Provisions for Bonds of the HH Series. The single Bond of the HH Series is prepayable at any time if (1) the Company shall elect to prepay installments payable under the Second Washoe Agreement and to cause the 1987 Washoe Bonds to be redeemed, in whole or in part, pursuant to the provisions

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of Section 7.1 of the Second Washoe Agreement (not including an election to redeem 1987 Washoe Bonds under Section 301(A)(3) of the Second Washoe Indenture), or (2) the Company shall be obligated to prepay installments payable under the Second Washoe Agreement and to cause the 1987 Washoe Bonds to be redeemed, in whole or in part, upon the occurrence of an event specified in Section 7.2 of the Second Washoe Agreement, subject, however, to any applicable provisions of clause (2) of Section 6.05 of the Original Indenture, which shall control. In any such event, the single Bond of the HH Series shall be prepaid by the Company, in whole or in identical part, as the case may be, at 100% of the unpaid principal amount thereof so prepaid, plus accrued interest to the prepayment date, which date shall be the same as the redemption date for the 1987 Washoe Bonds.

Without limiting the foregoing, the single Bond of the HH Series shall also be prepaid by the Company on or after December 1, 2002, in whole at any time or in part from time to time during the periods specified below if the Company shall have elected to prepay installments under the Second Washoe Agreement of like principal amount as the 1987 Washoe Bonds that it elects to redeem on the prepayment date in accordance with Section 3.01(A)(3) of the Second Washoe Indenture. Such prepayment shall be at the prepayment price determined in accordance with the following table plus accrued interest to the prepayment date:

If the prepayment date is during the twelve months beginning December 1	Prepayment Price
2002	102 %
2003	101 1/2
2004	101
2005	100 1/2
2006 and thereafter	100

In each case where a portion or all of the single Bond of the HH Series is to be prepaid as contemplated by this Section 2.03, notice of not less than thirty (30) days shall be given by the Company to the Second Washoe Trustee unless such notice shall have been waived in writing by the Second Washoe Trustee. A copy of each such notice and each such waiver of notice shall also be furnished by the Company to the Trustee.

In the event of such prepayment of the 1987 Washoe Bonds, the Second Washoe Trustee shall forthwith make notation of payment of a like principal amount of the Bonds of the HH Series in the Schedule of Prepayments of Principal printed thereon, and shall promptly notify the Trustee of the amount of such payment

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and that notation of such payment has been duly made. The Second Washoe Trustee shall surrender the Bond of the HH Series to the Trustee when all principal of, and premium, if any, and interest on, the 1987 Washoe Bonds shall have been duly paid.

All portions of the single Bond of the HH Series which may from time to time be paid or prepaid in accordance with this §2.03 shall thereupon be deemed to be funded, and no such portion may be reissued, so long as any portion of said Bond of the HH Series is outstanding.

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

[FORM OF BONDS OF HH SERIES]

NOTE: THE HOLDER OF THIS BOND BY ACCEPTANCE HEREOF AGREES TO RESTRICTIONS ON TRANSFER, TO WAIVERS OF CERTAIN RIGHTS OF EXCHANGE, AND TO INDEMNIFICATION PROVISIONS AS SET FORTH BELOW. IN ADDITION, THE BOND REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND SUCH BOND MAY NOT BE TRANSFERRED WITHOUT COMPLIANCE WITH APPLICABLE SECURITIES LAWS.

THIS BOND IS NOT TRANSFERABLE EXCEPT TO A SUCCESSOR TRUSTEE UNDER THE INDENTURE OF TRUST, DATED AS OF JUNE 1, 1987, BETWEEN WASHOE COUNTY, NEVADA AND THE BANK OF NEW YORK, AS TRUSTEE OR IN THE EXERCISE OF REMEDIES UPON AN EVENT OF DEFAULT UNDER SAID INDENTURE OF TRUST.

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Nevada

First Mortgage Bond, 6.65% Series HH due 2017

Due June 1, 2017

No. _____ $75,000,000

SIERRA PACIFIC POWER COMPANY, a Nevada corporation (hereinafter sometimes called the "Company" which term shall include any successor corporation as defined in the Indenture referred to below), for value received, hereby promises to pay to The Bank of New York, as trustee (the "Washoe Trustee") under an Indenture of Trust (the "Washoe Indenture") dated as of June 1, 1987 between Washoe County, Nevada ("Washoe County") and the Washoe Trustee, or to its successor as such trustee, the sum

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of Seventy-Five Million Dollars ($75,000,000) on June 1, 2017, together with interest from December 1, 1992 on the unpaid principal amount of this bond at the rate of 6.65% per annum, such interest to be paid semi-annually in arrears on the first day of June and December commencing June 1, 1993.

This bond is issued to the Washoe Trustee as security for the payment by the Company of the principal of, and interest and premium on, a like amount of bonds (the "Washoe Bonds") issued under the Washoe Indenture pursuant to a Financing Agreement dated as of June 1, 1987 between Washoe County and the Company (the "Washoe Agreement"). It is expected that the Company will make all payments of principal of, and interest and premium on, the Washoe Bonds directly to the Washoe Trustee (or that in lieu thereof the Company or Washoe County will deposit with the Washoe Trustee Washoe Bonds for cancellation). All such payments shall automatically constitute corresponding payments on the Bonds of the HH Series. The holder of this bond by acceptance hereof agrees that whenever any payment on account of the principal of this bond is made or occurs under any provision of the indenture referred to below (the "Indenture"), the Washoe Agreement or the Washoe Indenture, the holder hereof shall promptly note on the Schedule of Prepayments of Principal the date and amount of each such payment of principal, and shall promptly notify the Trustee of the amount of each such payment and that the notation of payment has been duly made, and further agrees to surrender this bond to the Trustee for cancellation when all principal of, premium, if any, and interest on this bond shall have been duly paid.

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

If any of the following defaults or events of default occurs under Section 801 of the Washoe Indenture, it shall be deemed to be the corresponding default under Section 10.01 of the Indenture as hereafter set forth: (i) failure to make payment of any installment of interest upon any Washoe Bond shall be deemed to be a default, under Section 10.01(a) of the

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Indenture, in the due and punctual payment of a like amount of interest on this bond, (ii) failure to make due and punctual payment of the principal of and premium, if any, on any Washoe Bond at the stated maturity thereof or upon redemption thereof shall be deemed to be a default, under Section 10.01(b) of the Indenture, in the due and punctual payment of a like amount of principal of this bond, (iii) the occurrence of an "event of default" under the Washoe Agreement shall be deemed to be a default under Section 10.01(d) of the Indenture, and (iv) failure on the part of Washoe County to perform or observe any of its covenants, agreements or conditions in the Washoe Indenture or in the Washoe Bonds and failure to remedy the same after notice thereof pursuant to Section 810 of the Washoe Indenture shall be deemed to be a default under Section 10.01(d) of the Indenture.

This Bond is the single registered bond evidencing the bonds of a series (herein sometimes referred to as the "Bonds of the HH 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 any sinking fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for other Bonds of any particular 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 State Street Bank and Trust Company by succession, herein sometimes called the "Trustee"), and Leo W. Huegle (now Gerald R. Wheeler 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 Thirty-first Supplemental Indenture, dated as of November 1, 1992, executed and delivered

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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.

This bond is prepayable at any time if (1) the Company shall elect to prepay installments payable under the Washoe Agreement and to cause the Washoe Bonds to be redeemed, in whole or in part, pursuant to the provisions of Section 7.1 of the Washoe Agreement (not including an election to redeem Washoe Bonds under Section 301(A)(3) of the Washoe Indenture), or (2) subject to Section 6.05 of the Indenture, the Company shall be obligated to prepay installments payable under the Washoe Agreement and to cause the Washoe Bonds to be redeemed, in whole or in part, upon the occurrence of an event specified in Section 7.2 of the Washoe Agreement. In any such event this bond shall be prepaid by the Company, in whole or in identical part, as the case may be, at 100% of the unpaid principal amount thereof so prepaid, plus accrued interest to the prepayment date, which date shall be the same as the redemption date for the Washoe Bonds.

Without limiting the foregoing, this bond shall also be prepaid by the Company on or after December 1, 2002, in whole at any time or in part from time to time during the periods specified below if the Company shall have elected to prepay installments under the Washoe Agreement of like principal amount

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as the Washoe Bonds that it elects to redeem on the prepayment date in accordance with Section 3.01(A)(3) of the Washoe Indenture. Such prepayment shall be at the prepayment price determined in accordance with the following table plus accrued interest to the prepayment date:

If the prepayment date is during the twelve months beginning December 1	Prepayment Price
2002	102 %
2003	101 1/2
2004	101
2005	100 1/2
2006 and thereafter	100

In each case where a portion or all of this bond is to be prepaid as contemplated herein, notice of not less than thirty (30) days shall be given by the Company to the Washoe Trustee unless such notice shall have been waived in writing by the Washoe Trustee. A copy of each such notice and each such waiver of notice shall also be furnished by the Company to the Trustee.

In the event of such prepayment of the Washoe Bonds, the Washoe Trustee shall forthwith make notation of payment of a like principal amount of this bond in the Schedule of Prepayments of Principal printed thereon, and shall promptly notify the Trustee of the amount of such payment and that notation of such payment has been duly made. The Washoe Trustee shall surrender this bond to the Trustee when all principal of, and premium, if any, and interest on, the Washoe Bonds shall have been duly paid.

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.

To the extent permitted and as provided in said Indenture, modifications or alterations of said Indenture, or 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

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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 of 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.

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.

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 HH 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.

Before any transfer of this bond by the registered holder or his or its legal representative will be recognized or given effect by the Company or the Trustee, the registered holder shall note hereon the date to which interest has been paid as

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well as the amounts of all principal prepayments hereon, and shall notify the Company and the Trustee of the name and address of the transferee and shall afford the Company and the Trustee the opportunity of verifying the notation as to payment of interest and principal. By the acceptance hereof the holder of this bond and each transferee shall be deemed to have agreed to indemnify and hold harmless the Company and the Trustee against all losses, claims, damages or liability arising out of any failure on the part of the holder or of any such transferee to comply with the requirements of the preceding sentence.

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

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

This bond has not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in contravention of said Act and is not transferable except to a successor trustee under the Washoe Indenture or in the exercise of remedies upon an event of default under the Washoe Indenture.

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

IN WITNESS WHEREOF, Sierra Pacific Power Company has caused this Bond to be executed in its name and behalf by the manual or facsimile signature of its Treasurer and its corporate seal, or a facsimile thereof, to be affixed or printed hereon and attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

SIERRA PACIFIC POWER COMPANY

Dated:_____ By:_____
Treasurer

Attest:

_____
Secretary

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(FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE)

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

STATE STREET BANK AND TRUST COMPANY
Corporate Trustee

By_____
Authorized Signatory

SCHEDULE OF PREPAYMENTS OF PRINCIPAL

Principal Amount Prepaid	Date Prepaid	Authorized Official and Title

§2.05. Duration of Effectiveness of Article 2. This Article shall be in force and effect only so long as any of the Bonds of the HH Series are outstanding.

ARTICLE 3.

Description of Bonds of the II Series

§3.01. Establishment of Bonds of the II 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, 6.70% Series II due 2032" (herein sometimes referred to as "Bonds of the II Series").

§3.02. Terms of Bonds of the II Series. The Bonds of the II Series shall be evidenced by a single registered Bond in the principal amount and denomination of Twenty-one Million Two-Hundred Thousand Dollars ($21,200,000) due November 1, 2032; it shall bear interest at the rate per annum shown in its title, payable semi-annually on May 1 and November 1 of each year, commencing May 1, 1993. Interest on the Bond of the II Series shall be computed on the basis of a 360-day year of twelve 30-day months. The Bonds of the II Series shall be dated as provided in §2.08 of the Original Indenture as modified by §2.03 of the Twelfth Supplemental Indenture.

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The single Bond of the II Series shall be numbered 1 and shall upon issuance be delivered by the Company to and registered in the name of the Third Washoe Trustee and shall be transferable only as required to effect an assignment thereof to a successor trustee under the Third Washoe Indenture or in the exercise of remedies upon an event of default under the Third Washoe Indenture. Bonds issued upon transfer shall be numbered from 2 upwards and issued in the same $21,200,000 denomination but, to the extent that payments of principal shall theretofore have been made on the 1992 Washoe Bonds, the Third Washoe Trustee shall duly note on the Bond of the II Series a like amount of principal in the Schedule of Prepayments of Principal and upon any transfer of said Bond shall duly note the date to which interest has been paid.

It is expected that the Company, pursuant to the Third Washoe Agreement, will furnish directly to the Third Washoe Trustee at its principal corporate trust office all funds required for any and all payments of principal of, and interest and premium on, 1992 Washoe Bonds (or that in lieu of any such payment the Company or Washoe County will deposit with the Third Washoe Trustee 1992 Washoe Bonds for cancellation). All such payments and deposits shall automatically constitute corresponding payments of interest and of installments of principal (including premiums if appropriate) on the single Bond of the II Series. Any such payment may be made in any coin or currency of the United States which is legal tender for the payment of public and private debts.

Unless payment then is or has been made pursuant to the next preceding paragraph, payment of the principal of, and premium, if any, and interest on the single Bond of the II Series shall be made in any coin or currency of the United States which at the time of payment is legal tender for the payment of public and private debts at the principal corporate trust office of the Third Washoe Trustee, by check or wire transfer to the Third Washoe Trustee for the account of Washoe County in funds immediately available at said office of the Third Washoe Trustee, in each case on or prior to the business day preceding the due date for such payment. Any such payment of principal, premium and interest shall be credited as and used to make a corresponding payment of principal, premium and interest on the 1992 Washoe Bonds.

The Trustees may at any and all times conclusively assume that the obligation of the Company to make payments with respect to the principal of and premium, if any, and interest on Bonds of the II Series, so far as such payments shall at the time have become due, has been fully satisfied and discharged unless and until the Trustee shall have received a written notice from the

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Third Washoe Trustee signed by one of its officers, stating (i) that the Company is in arrears as to the payments required to be made by it to the Third Washoe Trustee pursuant to the Third Washoe Agreement and (ii) the amount of the arrearage.

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

If any of the following defaults or events of default occurs under Section 8.01 of the Third Washoe Indenture, it shall be deemed to be the corresponding default under Section 10.01 of the Indenture as hereafter set forth: (i) failure to make payment of any installment of interest upon any 1992 Washoe Bond shall be deemed to be a default, under Section 10.01(a) of the Indenture, in the due and punctual payment of a like amount of interest on the Bond of the II Series, (ii) failure to make due and punctual payment of the principal of and premium, if any, on any 1992 Washoe Bond at the stated maturity thereof or upon redemption thereof shall be deemed to be a default, under Section 10.01(b) of the Indenture, in the due and punctual payment of a like amount of principal of the Bond of the II Series, (iii) the occurrence of an "event of default" under the Third Washoe Agreement shall be deemed to be a default under Section 10.01(d) of the Indenture, and (iv) failure on the part of Washoe County to perform or observe any of its covenants, agreements or conditions in the Third Washoe Indenture or in the 1992 Washoe Bonds and failure to remedy the same after notice thereof pursuant to Section 8.10 of the Third Washoe Indenture shall be deemed to be a default under Section 10.01(d) of the Indenture.

Any notice affecting or relating to the Bonds of the II 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 Third Washoe Trustee at its address as the same appears on the Bond register for the Bonds of the II Series. The certificate of the Trustee that such mailing has been effected shall be conclusive evidence of compliance with the requirements of this §3.02 and of §16.08 of the Original Indenture as modified by §2.07 of the Twelfth Supplemental Indenture, whether or not the Third Washoe Trustee receives such notice.

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

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

§3.03. Prepayment Provisions for Bonds of the II Series. The single Bond of the II Series is prepayable if (1) the Company shall elect to prepay installments payable under Section 7.1 of the Third Washoe Agreement and to cause the 1992 Washoe Bonds to be redeemed, in whole or in part, pursuant to Section 3.02 of the Third Washoe Indenture, or (2) the Company shall be obligated to prepay installments payable under Section 7.2 of the Third Washoe Agreement and to cause the 1992 Washoe Bonds to be redeemed, in whole or in part, upon the occurrence of an event specified in Section 3.03 of the Third Washoe Indenture, subject, however, to any applicable provisions of clause (2) of Section 6.05 of the Original Indenture, which shall control. In any such event the single Bond of the II Series shall be prepaid by the Company, in whole or in identical part, as the case may be, at 100% of the unpaid principal amount thereof so prepaid plus accrued interest to the prepayment date, which date shall be the same as the redemption date for the 1992 Washoe Bonds.

Subject to such conditions, if any, as the Company may elect, the single Bond of the II Series shall also be prepaid by the Company on or after November 1, 2002, in whole at any time or in part from time to time during the periods specified below if the Company shall have elected to prepay installments under the Third Washoe Agreement of like principal amount as the 1992 Washoe Bonds that it elects to redeem on the prepayment date in accordance with Section 3.01 of the Third Washoe Indenture. Such prepayment shall be at the prepayment price determined in accordance with the following table plus accrued interest to the prepayment date:

If the prepayment date is during the twelve months beginning November 1	Prepayment Price
2002	102 %
2003	101 1/2%
2004	101
2005	100 1/2
2006 and thereafter	100

In each case where a portion or all of the single Bond of the II Series is to be prepaid as contemplated by this Section 3.03, notice of not less than thirty (30) days shall be given by the Company to the Third Washoe Trustee unless such notice shall have been waived in writing by the Third Washoe Trustee. A copy of each such notice and each such waiver of notice shall also be furnished by the Company to the Trustee.

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In the event of such prepayment of the 1992 Washoe Bonds, the Third Washoe Trustee shall forthwith make notation of payment of a like principal amount of the Bonds of the II Series in the Schedule of Prepayments of Principal printed thereon, and shall promptly notify the Trustee of the amount of such payment and that notation of such payment has been duly made. The Third Washoe Trustee shall surrender the Bond of the II Series to the Trustee when all principal of, and premium, if any, and interest on, the 1992 Washoe Bonds shall have been duly paid.

All portions of the single Bond of the II Series which may from time to time be paid or prepaid in accordance with this §3.03 shall thereupon be deemed to be funded, and no such portion may be reissued, so long as any portion of said Bond of the II Series is outstanding.

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

[FORM OF BONDS OF II SERIES]

NOTE: THE HOLDER OF THIS BOND BY ACCEPTANCE HEREOF AGREES TO RESTRICTIONS ON TRANSFER, TO WAIVERS OF CERTAIN RIGHTS OF EXCHANGE, AND TO INDEMNIFICATION PROVISIONS AS SET FORTH BELOW. IN ADDITION, THE BOND REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND SUCH BOND MAY NOT BE TRANSFERRED WITHOUT COMPLIANCE WITH APPLICABLE SECURITIES LAWS.

THIS BOND IS NOT TRANSFERABLE EXCEPT TO A SUCCESSOR TRUSTEE UNDER THE INDENTURE OF TRUST, DATED AS OF NOVEMBER 1, 1992, BETWEEN WASHOE COUNTY, NEVADA AND THE BANK OF NEW YORK, AS TRUSTEE OR IN THE EXERCISE OF REMEDIES UPON AN EVENT OF DEFAULT UNDER SAID INDENTURE OF TRUST.

SIERRA PACIFIC POWER COMPANY

Incorporated under the laws of the State of Nevada

First Mortgage Bond, 6.70% Series II due 2032

Due November 1, 2032

No. _____ $21,200,000

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

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to The Bank of New York, as trustee (the "Washoe Trustee") under an Indenture of Trust (the "Washoe Indenture") dated as of November 1, 1992 between Washoe County, Nevada ("Washoe County") and the Washoe Trustee, or to its successor as such trustee, the sum of Twenty-one Million Two Hundred Thousand Dollars ($21,200,000) on November 1, 2032, together with interest from November 1, 1992 on the unpaid principal amount of this bond at the rate of 6.70% per annum, such interest to be paid semi-annually in arrears on the first day of May and November commencing May 1, 1993.

This bond is issued to the Washoe Trustee as security for the payment by the Company of the principal of, and interest and premium on, a like amount of bonds (the "Washoe Bonds") issued under the Washoe Indenture pursuant to a Financing Agreement dated as of November 1, 1992 between Washoe County and the Company (the "Washoe Agreement"). It is expected that the Company will make all payments of principal of, and interest and premium on, the Washoe Bonds directly to the Washoe Trustee (or that in lieu thereof the Company or Washoe County will deposit with the Washoe Trustee Washoe Bonds for cancellation). All such payments shall automatically constitute corresponding payments on the Bonds of the II Series. The holder of this bond by acceptance hereof agrees that whenever any payment on account of the principal of this bond is made or occurs under any provision of the indenture referred to below (the "Indenture"), the Washoe Agreement or the Washoe Indenture, the holder hereof shall promptly note on the Schedule of Prepayments of Principal the date and amount of each such payment of principal, and shall promptly notify the Trustee of the amount of each such payment and that the notation of payment has been duly made, and further agrees to surrender this bond to the Trustee for cancellation when all principal of, premium, if any, and interest on this bond shall have been duly paid.

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

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If any of the following defaults or events of default occurs under Section 8.01 of the Washoe Indenture, it shall be deemed to be the corresponding default under Section 10.01 of the Indenture as hereafter set forth: (i) failure to make payment of any installment of interest upon any Washoe Bond shall be deemed to be a default, under Section 10.01(a) of the Indenture, in the due and punctual payment of a like amount of interest on this bond, (ii) failure to make due and punctual payment of the principal of and premium, if any, on any Washoe Bond at the stated maturity thereof or upon redemption thereof shall be deemed to be a default, under Section 10.01(b) of the Indenture, in the due and punctual payment of a like amount of principal of this bond, (iii) the occurrence of an "event of default" under the Washoe Agreement shall be deemed to be a default under Section 10.01(d) of the Indenture, and (iv) failure on the part of Washoe County to perform or observe any of its covenants, agreements or conditions in the Washoe Indenture or in the Washoe Bonds and failure to remedy the same after notice thereof pursuant to Section 8.10 of the Washoe Indenture shall be deemed to be a default under Section 10.01(d) of the Indenture.

This Bond is the single registered bond evidencing the bonds of a series (herein sometimes referred to as the "Bonds of the II 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 any sinking fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for other Bonds of any particular 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 State Street Bank and Trust Company by succession, herein sometimes called the "Trustee"), and Leo W. Huegle (now Gerald R. Wheeler 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

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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 Thirty-first Supplemental Indenture, dated as of November 1, 1992, 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.

This bond is prepayable if (1) the Company shall elect to prepay installments payable under Section 7.1 of the Washoe Agreement and to cause the Washoe Bonds to be redeemed, in whole or in part, pursuant to the provisions of Section 3.02 of the Washoe Indenture, or (2) subject to Section 6.05 of the Indenture, the Company shall be obligated to prepay installments payable under Section 7.2 of the Washoe Agreement and to cause the Washoe Bonds to be redeemed, in whole or in part, upon the occurrence of an event specified in Section 3.03 of the Washoe Indenture. In any such event this bond shall be prepaid by the Company, in whole or in identical part, as the case may be, at 100% of the unpaid principal amount thereof so prepaid plus accrued interest to the prepayment date, which date shall be the same as the redemption date for the Washoe Bonds.

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Without limiting the foregoing, but subject to such conditions, if any, as the Company may elect, this bond shall also be prepaid by the Company on or after November 1, 2002, in whole at any time or in part from time to time during the periods specified below if the Company shall have elected to prepay installments under the Washoe Agreement of like principal amount as the Washoe Bonds that it elects to redeem on the prepayment date in accordance with Section 3.01 of the Washoe Indenture. Such prepayment shall be at the prepayment price determined in accordance with the following table plus accrued interest to the prepayment date:

If the prepayment date is during the twelve months beginning November 1	Prepayment Price
2002	102 %
2003	101 1/2
2004	101
2005	100 1/2
2006 and thereafter	100

In each case where a portion or all of this bond is to be prepaid as contemplated herein, notice of not less than thirty (30) days shall be given by the Company to the Washoe Trustee unless such notice shall have been waived in writing by the Washoe Trustee. A copy of each such notice and each such waiver of notice shall also be furnished by the Company to the Trustee.

In the event of such prepayment of the Washoe Bonds, the Washoe Trustee shall forthwith make notation of payment of a like principal amount of this bond in the Schedule of Prepayments of Principal printed thereon, and shall promptly notify the Trustee of the amount of such payment and that notation of such payment has been duly made. The Washoe Trustee shall surrender this bond to the Trustee when all principal of, and premium, if any, and interest on, the Washoe Bonds shall have been duly paid.

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.

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To the extent permitted and as provided in said Indenture, modifications or alterations of said Indenture, or 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 of 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.

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.

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 II 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

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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.

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

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

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

This bond has not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in contravention of said Act and is not transferable except to a successor trustee under the Washoe Indenture or in the exercise of remedies upon an event of default under the Washoe Indenture.

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

IN WITNESS WHEREOF, Sierra Pacific Power Company has caused this Bond to be executed in its name and behalf by the manual or facsimile signature of its Treasurer and its corporate seal, or a facsimile thereof, to be affixed or printed hereon and

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attested by the manual or facsimile signature of its Secretary or one of its Assistant Secretaries.

SIERRA PACIFIC POWER COMPANY

Dated:_____ By:_____
Treasurer

Attest:

_____
Secretary

(FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE)

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

STATE STREET BANK AND TRUST COMPANY
Corporate Trustee

By_____
Authorized Signatory

SCHEDULE OF PREPAYMENTS OF PRINCIPAL

Principal Amount Prepaid	Date Prepaid	Authorized Official and Title

§3.05. Duration of Effectiveness of Article 3. This Article shall be in force and effect only so long as any of the Bonds of the II Series are outstanding.

ARTICLE 4

PRINCIPAL AMOUNT OF BONDS PRESENTLY TO BE OUTSTANDING

§4.01 The total aggregate principal amount of First Mortgage Bonds of the Company issued and outstanding and

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presently to be issued and outstanding under the provisions of and secured by the Indenture will be Four Hundred Forty-seven Million Two Hundred Seventeen Thousand Nine Hundred Sixty-five Dollars and Seventy-five Cents ($474,217,965.75) namely, Seven Million Dollars ($7,000,000) principal amount of First Mortgage Bonds, 4 3/4% Series due 1994, now issued and outstanding, Ten Million Dollars ($10,000,000) principal amount of First Mortgage Bonds, 5% Series due 1995, now issued and outstanding, Fifteen Million Dollars ($15,000,000) principal amount of First Mortgage Bonds, 6 1/2% Series due 1997, now issued and outstanding, Twenty Million Dollars ($20,000,000) principal amount of First Mortgage Bonds, 8 1/4% Series due 2002, now issued and outstanding, Two Million Three Hundred Twenty Thousand Ninety-eight Dollars and Eighteen Cents ($2,320,098.18) principal amount of First Mortgage Bonds, 2% Series due 2011, now issued and outstanding, Nine Million Eight Hundred Thousand Dollars ($9,800,000) principal amount of First Mortgage Bonds, 7 7/8% Series P due 2006, now issued and outstanding, Thirty-five Million Dollars ($35,000,000) principal amount of First Mortgage Bonds, 8 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, Forty-three Million Dollars ($43,000,000) principal amount of First Mortgage Bonds, 9 3/4% Series W due 2016, now issued and outstanding, Seventy Million Dollars ($70,000,000) principal amount of First Mortgage Bonds 10 1/8% Series X due 2018, now issued and outstanding, Three Million Six Hundred Ten Thousand Nine Hundred Ninety-three Dollars and Forty-four Cents ($3,610,993.44) principal amount of First Mortgage Bonds 5% Series Y due 2024, now issued and outstanding, Two Hundred Thirty-six Thousand Eight Hundred Seventy-four Dollars and Thirteen Cents ($236,874.13) principal amount of First Mortgage Bonds, 2% Series Z due 2004, now issued and outstanding, Thirty-Nine Million Five Hundred Thousand Dollars ($39,500,000) principal amount of First Mortgage Bonds, 6.55% Series AA due 2013, now issued and outstanding, Seventeen Million Five Hundred Thousand Dollars ($17,500,000) principal amount of First Mortgage Bonds, 6.65% Series BB due 2017, now issued and outstanding, One Hundred Fifteen Million Dollars ($115,000,000) principal amount of First Mortgage Bonds, 12% Series CC due 2022, now issued and outstanding, Forty-Five Million Dollars ($45,000,000) principal amount of First Mortgage Bonds, 6.30% Series DD due 2014, now issued and outstanding, Ten Million Two Hundred Fifty Thousand Dollars ($10,250,000) principal amount of First Mortgage Bonds, 6.30% Series EE due 2022, now issued and outstanding, One Million Dollars ($1,000,000) principal amount of First Mortgage Bonds, 6.35% Series FF due 2012, now issued and outstanding, Twenty Million Dollars ($20,000,000) principal amount of First Mortgage Bonds, 6.55% Series GG due 2020, established by resolution of the Board of Directors and to be

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issued upon compliance by the Company with the provisions of Article 3 of the Original Indenture, Seventy-Five Million Dollars ($75,000,000) principal amount of First Mortgage Bonds, 6.65% Series HH due 2017, 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, and Twenty-one Million Two Hundred Thousand Dollars ($21,200,000) principal amount of First Mortgage Bonds, 6.70% Series II due 2032, 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 5

Miscellaneous

§5.01. 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 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.

§5.02. 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.

§5.03. Although this Supplemental Indenture is dated for convenience and for the purpose of reference as of November 1, 1992, the actual date or dates of execution by the Company and the Trustees are as indicated by their respective acknowledgments hereto annexed.

§5.04. 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.

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

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IN WITNESS WHEREOF, SIERRA PACIFIC POWER COMPANY has caused this Thirty-first Supplemental Indenture to be signed in its corporate name and behalf by its Treasurer and its corporate seal to be hereunto affixed and attested by its Secretary; and State Street Bank and Trust Company in token of its acceptance of the trust hereby created has caused this Thirty-first Supplemental Indenture to be signed in its corporate name and behalf, and its corporate seal to be hereunto affixed, by its President or one of its Vice Presidents or Assistant Vice Presidents and its corporate seal to be attested by one of its Assistant Secretaries; and Gerald R. Wheeler in token of his acceptance of the trust hereby created has hereunto set his hand and seal, all of as of the day and year first above written.

SIERRA PACIFIC POWER COMPANY

By _____
Treasurer

Attest:

_____
Secretary

(CORPORATE SEAL)

SEAL Affixed

Signed, sealed and delivered on behalf of

SIERRA PACIFIC POWER COMPANY,
in the presence of:

_____

STATE STREET BANK AND TRUST COMPANY

By _____
Assistant Vice President

Attest:

_____
Assistant Secretary

(CORPORATE SEAL)

SEAL Affixed

Signed, sealed and delivered on behalf of

STATE STREET BANK AND TRUST COMPANY
in the presence of:

Susan C. Brown

Gerald R. Wheeler

Signed, sealed and delivered by

Gerald R. Wheeler in the presence of:

Susan C. Brown

XDOC

STATE OF NEVADA)
COUNTY OF WASHOE)) ss.:

On this 23rd day of November, 1992, (i) personally appeared before me, a Notary Public in and for the County of Washoe, Jack L. Byrom, 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 the 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 Steven C. Oldham and the same Jack L. Byrom to me personally known, who being by me duly sworn did say that they are the Treasurer 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 Steven C. Oldham and Jack L. Byrom also acknowledged the said instrument to be the free act and deed of said Corporation.

Notary Public

My commission expires

(NOTARIAL SEAL)

M. JOY SOWLE
Notary Public - State of Nevada
Appointment Recorded in Washoe County
MY APPOINTMENT EXPIRES DEC. 19, 1992

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

On this 20th day of November, 1992, (i) personally appeared before me, a Notary Public, Andrew M. Sinasky, known to me to be an Assistant Secretary of State Street Bank and Trust Company, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above designated, that he is acquainted with the seal of said corporation, and that the said seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the corporation executed the said instrument freely and voluntarily and for the purposes and uses therein named; and (ii) also before me appeared Brian J. Curtis and the same Andrew M. Sinasky to me personally known, who being by me duly sworn did say that they are an Assistant Vice President and Assistant Secretary, respectively, of State Street Bank and Trust Company, 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 Andrew M. Sinasky acknowledged said instrument to be the free act and deed of said Bank.

Hilary M. Langille

Hilary M. Langille, Notary Public
My commission expires November 8, 1996

(NOTARIAL SEAL)

SEAL Affixed

ADOR

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

On this 20th day of November, 1992, (i) personally appeared before me, a Notary Public in and for the County of Suffolk, Gerald R. Wheeler, of 37 Cleveland Road, Waltham, Massachusetts, 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 Gerald R. Wheeler, 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.

Hilary M. Langille

Hilary M. Langille, Notary Public
My commission expires November 8, 1996

(NOTARIAL SEAL)

SEAL Affixed

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OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Sierra Pacific Power Co.
'92 NOV 24 A11 :49

EUREKA COUNTY, NEVADA
M.N. REBALEATI, RECORDER
FILE NO. FEE $ 6.00

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