
NEVADA POWER COMPANY

(Formerly Southern Nevada Power Co.)

TO

FIRST INTERSTATE BANK OF NEVADA, N.A.

(Formerly First National Bank of Nevada, Reno, Nevada)

as Trustee

TWENTY-SECOND SUPPLEMENTAL INDENTURE

Dated as of June 1, 1992

THIS TWENTY-SECOND SUPPLEMENTAL INDENTURE dated as of June 1, 1992 made by and between NEVADA POWER COMPANY (formerly SOUTHERN NEVADA POWER CO.), a corporation duly organized and existing under the laws of the State of Nevada (the "Company"), having its principal place of business at Las Vegas, Nevada, party of first part, and FIRST INTERSTATE BANK OF NEVADA, N.A. (formerly FIRST NATIONAL BANK OF NEVADA, RENO, NEVADA), a banking institution duly organized and existing under and by virtue of the banking laws of the United States of America, having its principal place of business at No. 1 East First Street, Reno, Nevada (hereinafter sometimes called the "Trustee"), party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture of Mortgage and Deed of Trust ("Original Indenture") dated October 1, 1953, to secure the payment of the principal of and interest and premium, if any, on all bonds of the Company at any time outstanding thereunder; and, for the purpose of amending and supplementing and further confirming the lien of the Original Indenture, has heretofore executed and delivered the following Supplemental Indentures and Instrument of Further Assurance, each dated as hereinafter set forth:

<u>Instrument</u>	<u>Date</u>
First Supplemental Indenture	August 1, 1954
Instrument of Further Assurance	as of April 1, 1956
Second Supplemental Indenture	September 1, 1956
Third Supplemental Indenture	as of May 1, 1959
Fourth Supplemental Indenture	as of October 1, 1960
Fifth Supplemental Indenture	as of December 1, 1961
Sixth Supplemental Indenture	as of October 1, 1963
Seventh Supplemental Indenture	as of August 1, 1964
Eighth Supplemental Indenture	as of April 1, 1968
Ninth Supplemental Indenture	as of October 1, 1969
Tenth Supplemental Indenture	as of October 1, 1970
Eleventh Supplemental Indenture	as of November 1, 1972
Twelfth Supplemental Indenture	as of December 1, 1974
Thirteenth Supplemental Indenture	as of October 1, 1976
Fourteenth Supplemental Indenture	as of May 1, 1977
Fifteenth Supplemental Indenture	as of September 1, 1978
Sixteenth Supplemental Indenture	as of December 1, 1981
Seventeenth Supplemental Indenture	as of August 1, 1982
Eighteenth Supplemental Indenture	as of November 1, 1986
Nineteenth Supplemental Indenture	as of October 1, 1989
Twentieth Supplemental Indenture	as of May 1, 1992
Twenty-First Supplemental Indenture	as of June 1, 1992;

the Original Indenture, as amended and supplemented by the instruments listed above and as to be supplemented by this Twenty-Second Supplemental Indenture and as it may from time to time be amended or supplemented pursuant to the provisions thereof, is hereinafter sometimes called the "Indenture";

WHEREAS, the Original Indenture, the Instrument of Further Assurance and the Supplemental Indentures listed in the foregoing paragraph were recorded in Offices of the County Recorders of the States of Nevada, Arizona and Utah as set forth in Exhibit A attached hereto and incorporated herein by reference;

WHEREAS, in addition to eight series of Bonds heretofore issued under the Indenture, all of which have been retired, there have heretofore been issued under the Indenture \$15,000,000 principal amount of First Mortgage Bonds, 7 1/8% Series I Due 1998 of which \$15,000,000 is now outstanding; \$10,000,000 principal amount of First Mortgage Bonds, 9% Series J Due 1999 of which \$10,000,000 is now outstanding; \$10,000,000 principal amount of First Mortgage Bonds, 9 3/8% Series K Due 2000 of which \$10,000,000 is now outstanding; \$15,000,000 principal amount of First Mortgage Bonds, 7 5/8% Series L Due 2002 of which \$15,000,000 is now outstanding; \$20,000,000 principal amount of First Mortgage Bonds, 10 1/9% Series M Due 1984, all of which have been retired; \$13,000,000 principal amount of First Mortgage Bonds, 7 1/8% Series N Due 2006 of which \$13,000,000 is now outstanding; \$9,500,000 principal amount of First Mortgage Bonds, 6 3/4% Series O Due 2007 of which \$7,500,000 is now outstanding; \$730,000 principal amount of First Mortgage Bonds, 8 3/4% Series P Due 1995 of which \$467,200 is now outstanding; \$50,000,000 principal amount of First Mortgage Bonds, 16 1/8% Series Q Due 1991, all of which have been retired; \$39,500,000 principal amount of First Mortgage Bonds, 13 1/2% Series R Due 2012 of which \$39,500,000 is now outstanding; \$52,000,000 principal amount of First Mortgage Bonds, 9 3/8% Series S Due 2016 of which \$52,000,000 is now outstanding; \$15,000,000 principal amount of First Mortgage Bonds, 7.80% Series T Due 2009 of which \$15,000,000 is now outstanding; and \$50,000,000 principal amount of First Mortgage Bonds, 6.92% Series U Due 1995 of which \$50,000,000 is now outstanding and there is proposed to be issued simultaneously with the issuance of the bonds authorized hereby \$105,000,000 principal amount of First Mortgage Bonds, 6.70% Series V Due 2022.

WHEREAS, the Company in the exercise of the power and authority conferred upon and reserved to it under the provisions of the Indenture, and pursuant to a resolution duly adopted by its Board of Directors, has resolved and determined to create and issue a new series of Bonds to be designated "First Mortgage Bonds, 6.60% Series W Due 2019" (hereinafter sometimes referred to as "Bonds of Series W") and to make, execute and deliver to the Trustee this Twenty-Second Supplemental Indenture, in the form hereof, as a further supplement to the Indenture;

WHEREAS, all conditions and requirements necessary to make this Twenty-Second Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

WHEREAS, Clark County, Nevada, a political subdivision of the State of Nevada ("Clark County"), intends to issue its Pollution Control Refunding Revenue Bonds (Nevada Power Company Project) Series 1992B in an aggregate principal amount of \$39,500,000 (the "Clark County Bonds") under an Indenture of Trust dated as of June 1, 1992 (the "Clark County Indenture") by and between Clark County and United States Trust Company of New York (the "Clark County Bonds Trustee");

WHEREAS, the Company and Clark County have entered into a Financing Agreement dated as of June 1, 1992 (the "Financing Agreement") under the terms of which, among other things, Clark County has agreed to loan a portion of the proceeds of the Clark County Bonds to the Company and the Company has agreed to make Loan Repayments in amounts sufficient to pay the principal of, premium, if any, and interest on any Clark County Bonds when and as the same shall become due;

WHEREAS, the Company has elected to provide security for payment of its obligations arising under the Financing Agreement by issuing and delivering to the Clark County Bonds Trustee \$39,500,000 aggregate principal amount of Bonds of Series W, to be registered in the name of the Clark County Bonds Trustee and to be held in pledge as security for the performance of the Company under the Financing Agreement, pursuant to the terms of a Pledge Agreement between the Company and the Clark County Bonds Trustee dated as of June 1, 1992 (the "Pledge Agreement");

WHEREAS, any payments received by the Clark County Bonds Trustee on account of principal of, or interest or premium on, the Bonds of Series W are to be applied by the Clark County Bonds Trustee to the payment of corresponding amounts of principal of, or interest or premium on, the Clark County Bonds; and any payments received by the Clark County Bonds Trustee on account of principal of, or interest or premium on, the Clark County Bonds through funds other than such payments received by it on account of principal of, or interest or premium on, the Bonds of Series W shall constitute full payment of corresponding amounts of principal of, or interest or premium on, the Bonds of Series W and any receipt by the Clark County Bonds Trustee of any Clark County Bonds for cancellation shall constitute full payment of the principal of, and interest and premium on, a corresponding amount of Bonds of Series W except to the extent that such payment has already been effected as hereinabove set forth;

NOW, THEREFORE, in consideration of the premises and of the sum of one dollar (\$1), lawful money of the United States of America, duly paid by the Trustee to the Company, and of other good and valuable consideration, receipt whereof is hereby acknowledged, and for the purpose of securing the due and punctual payment of the principal of and interest on all Bonds issued and outstanding from time to time under the Indenture, including specifically, but without limitation, Bonds of Series W to be issued pursuant to this Twenty-Second Supplemental Indenture, and to secure the performance and observation of each and every of the covenants and conditions contained in the Indenture, and without in any way limiting the generality or effect of the Indenture insofar as by any provision thereof any of the properties therein or hereinafter referred to are now subject, or are now intended to be subject to the lien and operation thereof, but to such extent confirming such lien and operation, the Company has executed and delivered this Twenty-Second Supplemental Indenture and has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm, unto First Interstate Bank of Nevada, N.A., as Trustee aforesaid, and to its successors in the trust hereby created, in trust upon the conditions, terms and provisions of the Indenture, subject to the encumbrances and other matters permitted by the Indenture, all and singular the following premises, properties, interests and rights, all to the same extent and with the same force and effect as though owned by the Company at the date of execution of the Original Indenture and described in the same detail in the Granting Clauses of the Original Indenture, such premises, properties, interests and rights having been generally described and referred to in the Original Indenture, and to such ends the Company hereby supplements, as below set forth, the Granting Clauses of the Original Indenture:

GRANTING CLAUSES

All of the premises, property, franchises and rights of every kind and description, real, personal and mixed, tangible and intangible, now owned or hereafter acquired by the Company and wherever situate.

Together with all and singular the tenements, hereditament and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, tolls, rents, revenues, issues, income, products and profits thereof and all the estate, right, title, interest and claim whatsoever at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

Excepting and excluding, however, any and all property, premises and rights of the kinds or classes which by the terms of the Indenture are excepted and excluded from the lien and operation thereof, and therein sometimes referred to as "Excepted Property" (subject, however, to the Trustee's rights to possession of Excepted Property in case of default, as set forth under "Excepted Property" in the Original Indenture).

TO HAVE AND TO HOLD in trust with power of sale for the equal and proportionate benefit and security of all holders of all Bonds and the interest coupons appertaining thereto, now or hereafter issued under the Indenture, and for the enforcement and payment of Bonds and interest thereon when payable, and the performance of and compliance with the covenants and conditions of the Indenture, without any preference, distinction or priority as to lien or otherwise of any Bonds or coupons over any others thereof by reason of the difference in the time of the actual issue, sale or negotiation thereof, or by reason of the date of maturity thereof, or for any other reason whatsoever, except as otherwise expressly provided in the Indenture, so that each and every Bond shall have the same lien and so that the interest and principal of every Bond shall, subject to the terms thereof, be equally and proportionately secured by said lien, as if such Bond had been made, executed, delivered, sold and negotiated simultaneously with the execution and delivery of the Original Indenture.

The Trustee executes this Twenty-Second Supplemental Indenture only on the condition that it shall have and enjoy with respect thereto all of the rights, privileges and immunities as set forth in the Indenture.

The Company has agreed and covenanted and does hereby agree and covenant with the Trustee and its successors and assigns, and with the respective holders from time to time of the Bonds, or any thereof, as follows:

PART I

ARTICLE I

DESCRIPTION OF BONDS OF SERIES W DUE JUNE 1, 2019

§ 1.01 The twenty-second series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be the Bonds of Series W. The Bonds of Series W shall be designated as "First Mortgage Bonds, 6.60% Series W Due 2019" of the Company. The Bonds of Series W shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Indenture.

§ 1.02 The Bonds of Series W shall be evidenced by a single registered Bond in the principal amount and denomination of Thirty-Nine Million Five Hundred Thousand Dollars (\$39,500,000), shall be dated June 1, 1992 and shall be due June 1, 2019, subject to the provisions hereinafter set forth with respect to redemption prior to maturity.

The Bonds of Series W shall bear interest on the unpaid principal balance at the rate of 6.60% per annum payable semiannually on June 1 and December 1 commencing December 1, 1992 and June 1, 1992 shall be the date of commencement of the first interest period for such Bonds.

The single Bond of Series W shall be numbered 1 and shall upon issuance be delivered by the Company to and registered in the name of the Clark County Bonds Trustee subject to the terms of the Pledge Agreement and shall be transferable only as required to effect an assignment thereof to a successor trustee under the Clark County Bonds Indenture. Bonds issued upon transfer shall be numbered from 2 upwards and issued in the same \$39,500,000 denomination but all payments of principal theretofore made on the Bonds of Series W shall be duly noted thereon by the Trustee.

It is expected that the Company, pursuant to the Financing Agreement, will furnish directly to the Clark County Bonds Trustee at its principal corporate trust office all funds required for any and all payments of principal of, and interest and premium on, the Clark County Bonds and that corresponding

payments of interest and of principal (including premiums if appropriate) on the single Bonds of Series W will automatically be effected in accordance with the provisions hereof.

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 Series W shall be made in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts at the principal corporate trust office of the Clark County Bonds Trustee, and any such payment shall be made to the Clark County Bonds Trustee in funds immediately available at said office of the Clark County Bonds Trustee, in each case on or prior to the due date for such payment.

The Trustee 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 Series W, 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 Clark County Bonds Trustee signed by one of its officers, stating (i) that timely payment of principal of, or premium or interest on, Bonds of Series W has not been made and (ii) the amount of the arrearage.

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

Any notice affecting or relating to the Bonds of Series W required or permitted to be given under the indenture may be given by telephone, facsimile transmission or similar means, promptly confirmed by written notice by first class mail, postage prepaid, to the Clark County Bonds Trustee at its address as the same appears on the Bond register for the Bonds of Series W.

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

§ 1.03 The single Bond of Series W may not be prepaid, except as follows:

A. If, at any time:

(1) the Company shall elect to prepay payments payable under the Financing Agreement as provided in Section 7.1 of the Financing Agreement and to cause the Clark County Bonds to be redeemed pursuant to Section 3.02 of the Clark County Indenture,

(2) the Company shall be obligated to prepay the indebtedness under the Financing Agreement in whole or in part as provided in Section 7.2 of the Financing Agreement and to cause all or any part of the Clark County Bonds to be redeemed pursuant to Section 3.03 of the Clark County Indenture,

(3) the Company shall be required to redeem the Bonds of Series W pursuant to Section 2.2(e) of the Pledge Agreement upon notice to the Company and the Trustee by the Clark County Bonds Trustee that an event of default, as defined in Section 8.01 of the Clark County Indenture has occurred and is continuing, and the principal of all Clark County Bonds then outstanding and the interest accrued thereon has been declared due and payable, as provided in Section 8.02 of the Clark County Indenture, stating that such declaration of maturity has not been rescinded and demanding immediate redemption of the Bonds of Series W, or

(4) the Company shall be required to redeem all of its outstanding First Mortgage Bonds pursuant to Section 11.07 of the Indenture.

In any of the foregoing events, the Bonds of Series W shall be prepaid by the Company in whole, but not in part, at 100% of the unpaid principal amount thereof plus accrued interest to the prepayment date, which date shall be the same as the redemption date or the acceleration date for the Clark County Bonds; provided, that if less than all of the Clark County Bonds are redeemed as provided in Section 3.03 of the Clark County Indenture, the Bonds of Series W shall be prepaid in like principal amount.

B. On or after June 1, 2002, in whole at any time or in part on any interest payment date, if, but only if, the Company shall have elected to prepay payments under the Financing Agreement of like principal amount and to cause Clark County Bonds of like principal amount to be redeemed on the prepayment date in accordance with Section 3.01 of the Clark County Indenture. Such prepayment shall be at the prepayment price (expressed as a percentage of principal amount) determined in accordance with the following table plus accrued interest to the prepayment date:

<u>Redemption Date</u>	<u>Redemption Prices</u>
June 1, 2002 through May 31, 2003	102%
June 1, 2003 through May 31, 2004	101
June 1, 2004 and thereafter	100

The Clark County Bonds Trustee, by acceptance of the single Bond of Series W, shall waive any notice of redemption or prepayment of a portion or all of the single Bond of Series W as contemplated by this § 1.03, other than redemption pursuant to Section 11.07 of the Indenture.

If the Trustee shall declare the principal of and interest on all Bonds to be immediately due and payable under Article XIII of the Indenture, the Trustee shall give immediate notice of such declaration to the Clark County Bonds Trustee. If all Bonds of the Company, including the Bonds of Series W, are to be redeemed by the Company pursuant to Section 11.07 of the Indenture, the Trustee shall give the Clark County Bonds Trustee at least 45 days' notice of such redemption.

All portions of the single Bond of Series W 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 Series W is outstanding.

§ 1.04 The Bonds of Series W and the Trustee's Certificate of Authentication shall be substantially in the following forms, respectively:

[FORM OF FACE OF BOND OF SERIES W]

NEVADA POWER COMPANY

No. R..... \$.....

FIRST MORTGAGE BOND, 6.60% SERIES W DUE

Due June 1, 2019

For value received, NEVADA POWER COMPANY, a corporation organized and existing under the laws of the State of Nevada (hereinafter called the "Company"), hereby promises to pay to United States Trust Company of New York, as trustee, or to its successor as such trustee (the "Clark County Bonds Trustee"), under an Indenture of Trust dated as of June 1, 1992 (the "Clark County Bonds Indenture") between Clark County, Nevada ("Clark County") and the Clark County Bonds Trustee the sum of Thirty-Nine Million Five Hundred Thousand Dollars (\$39,500,000) due and payable June 1, 2019, together with interest from June 1, 1992 on the unpaid principal amount of this Bond at the rate of 6.60% per annum, such interest to be paid semiannually in arrears on the first day of June and December commencing December 1, 1992.

This Bond is issued to the Clark County Bonds Trustee and is delivered to such Trustee pursuant to a Pledge Agreement dated as of June 1, 1992 between the Company and the Clark County Bonds Trustee, as security for the payment of the principal of, and interest and premium on, a like amount of bonds (the "Clark County Bonds") issued under the Clark County Bonds Indenture pursuant to a Financing Agreement, dated as of June 1, 1992, between the Company and Clark County (the "Financing Agreement"). It is expected that all payments of principal of, and interest and premium on, the Clark County Bonds will come from payments to be made directly to the Clark County Bonds Trustee pursuant to the Financing Agreement. All such payments and any payments made under the Financing Agreement shall automatically constitute corresponding payments on the Bonds of Series W as hereinafter defined. The holder of this Bond by acceptance hereof agrees that whenever any such payment on account of the principal of this Bond is made or occurs, 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 Clark County Bonds Trustee to the Clark County Bonds Trustee for the account of Clark County in immediately available funds at said office of the Clark County Bonds Trustee, in each case on or prior to 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 Clark County Bonds.

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

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

IN WITNESS WHEREOF, NEVADA POWER COMPANY has caused these presents to be signed in its name by its President or a Vice President and its corporate seal (or a facsimile thereof) to be affixed hereto and attested by its Secretary or an Assistant Secretary.

NEVADA POWER COMPANY

Dated:

By: _____

Attest:

Secretary

[FORM OF REVERSE OF BOND OF SERIES]

This Bond is one of an issue of Bonds of the Company issuable in series, and is one of the Bonds of the series named in the caption hereof (the Bonds of said series being hereinafter called "Bonds of Series W"), all Bonds of all series issued and to be issued under, and equally and ratably secured (except insofar as any Sinking Fund or analogous fund may afford additional security for the Bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated October 1, 1953 as amended and supplemented by the following Supplemental Indentures and Instrument of Further Assurance, each dated as hereinafter set forth:

<u>Instrument</u>	<u>Date</u>
First Supplemental Indenture	August 1, 1954
Instrument of Further Assurance	as of April 1, 1956
Second Supplemental Indenture	September 1, 1956
Third Supplemental Indenture	as of May 1, 1959
Fourth Supplemental Indenture	as of October 1, 1960
Fifth Supplemental Indenture	as of December 1, 1961
Sixth Supplemental Indenture	as of October 1, 1963
Seventh Supplemental Indenture	as of August 1, 1964
Eighth Supplemental Indenture	as of April 1, 1968
Ninth Supplemental Indenture	as of October 1, 1969
Tenth Supplemental Indenture	as of October 1, 1970
Eleventh Supplemental Indenture	as of November 1, 1972
Twelfth Supplemental Indenture	as of December 1, 1974
Thirteenth Supplemental Indenture	as of October 1, 1976
Fourteenth Supplemental Indenture	as of May 1, 1977
Fifteenth Supplemental Indenture	as of September 1, 1978
Sixteenth Supplemental Indenture	as of December 1, 1981
Seventeenth Supplemental Indenture	as of August 1, 1982
Eighteenth Supplemental Indenture	as of November 1, 1986
Nineteenth Supplemental Indenture	as of October 1, 1989
Twentieth Supplemental Indenture	as of May 1, 1992
Twenty-First Supplemental Indenture	as of June 1, 1992
Twenty-Second Supplemental Indenture	as of June 1, 1992

(which Indenture of Mortgage and Deed of Trust as so amended and supplemented is hereinafter in this Bond called the "Indenture"), executed by the Company to First Interstate Bank of Nevada, N.A. (formerly First National Bank of Nevada, Reno, Nevada) ("Trustee"), as Trustee, to which Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the terms and conditions upon which the Bonds are and are to be secured and the rights, duties and immunities thereunder of the holders or registered owners thereof, of the Company, and of the Trustee. As provided in the Indenture, said Bonds may be issued in series, for various principal sums, may bear different dates and mature at different times, may bear interest at different rates and may otherwise vary as in the Indenture provided or permitted. The Bonds of Series W are described in said Twenty-Second Supplemental Indenture dated as of June 1, 1992 ("Twenty-Second Supplemental Indenture") executed by the Company to First Interstate Bank of Nevada, N.A., as Trustee, and are issuable as a simple registered bond without coupons in the denomination of \$39,500,000.

To the extent permitted by and as provided in the Indenture, the rights and obligations of the Company and of the holders of Bonds of Series W may be changed and modified with the consent of the Company and upon the written consent of the holders of at least sixty-six and two-thirds percent (66 2/3 %) in principal amount of each series of the Bonds then outstanding and entitled to consent, provided that no such change shall be made (a) which would without the consent of the holders of all Bonds then outstanding and affected thereby (i) reduce the principal of, or premium, sinking fund, or rate of interest payable on, the Bonds, (ii) postpone the maturity date fixed for the payment of the principal of, sinking fund upon, or any installment of interest on, the Bonds, (iii) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (iv) reduce the percentage of the principal amount of Bonds the consent of the holders of which is required for the authorization of any such change or modification, or (b) which would modify, without the written consent of the Trustee, the rights, duties or immunities of the Trustee.

In case an event of default as defined in the Indenture shall occur and be continuing, the principal of all the Bonds outstanding may be declared and may become due and payable in the manner and with the effect provided in the Indenture.

No recourse under or upon any obligation, covenant or agreement contained in the Indenture or in any indenture supplemental thereto, or in any Bond or coupon thereby secured, or because of any indebtedness thereby secured, shall be had against any incorporator, or against any past, present or future stockholder, officer, or director, as such, of the Company or any successor corporation, either directly or through the Company or of any successor corporation under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise; it being expressly agreed and understood that the Indenture, any indenture supplemental thereto and the obligations thereby secured, are solely corporate obligations, and that no personal liability whatever shall attach to, or be incurred by, such incorporators, stockholders, officers or directors, as such, of the Company or of any successor corporation, or any of them, because of the incurring of the indebtedness thereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in the Indenture or in any indenture supplemental thereto or in any of the Bonds or coupons thereby secured, or implied therefrom.

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

or liabilities arising out of any failure on the part of the holder or of any such transferee to comply with the requirements of the preceding sentence.

The Company, the Trustee and any paying agent may deem and treat the person in whose name this Bond is registered on such books as the absolute owner and holder thereof (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or writing thereon which may have been made by anyone other than the Company or the Trustee) for the purpose of receiving payment hereof, and on account hereof and for all other purposes and neither the Company, the Trustee nor any paying agent shall be affected by any notice to the contrary.

This Bond is not prepayable except as follows:

A. If, at any time:

(1) the Company shall elect to prepay payments payable under the Financing Agreement as provided in Section 7.1 of the Financing Agreement and to cause the Clark County Bonds to be redeemed pursuant to Section 3.02 of the Clark County Indenture,

(2) the Company shall be obligated to prepay the indebtedness under the Financing Agreement in whole or in part as provided in Section 7.2 of the Financing Agreement and to cause all or any part of the Clark County Bonds to be redeemed pursuant to Section 3.03 of the Clark County Indenture,

(3) the Company shall be required to redeem the Bonds of Series W pursuant to Section 2.2(e) of the Pledge Agreement upon notice to the Company and the Trustee by the Clark County Bonds Trustee that an event of default, as defined in Section 8.01 of the Clark County Indenture has occurred and is continuing, and the principal of all Clark County Bonds then outstanding and the interest accrued thereon has been declared due and payable, as provided in Section 8.02 of the Clark County Indenture, stating that such declaration of maturity has not been rescinded and demanding immediate redemption of the Bonds of Series W, or

(4) the Company shall be required to redeem all of its outstanding First Mortgage Bonds pursuant to Section 11.07 of the Indenture.

In any of the foregoing events, the Bonds of Series W shall be prepaid by the Company in whole, but not in part, at 100% of the unpaid principal amount thereof plus accrued interest to the prepayment date, which date shall be the same as the redemption date or the acceleration date for the Clark County Bonds; provided, that if less than all of the Clark County Bonds are redeemed as provided in Section 3.03 of the Clark County Indenture, the Bonds of Series W shall be prepaid in like principal amount.

B. On or after June 1, 2002, in whole at any time or in part on any interest payment date, if, but only if, the Company shall have elected to prepay payments under the Financing Agreement of like principal amount and to cause Clark County Bonds of like principal amount to be redeemed on the prepayment date in accordance with Section 3.01 of the Clark County Indenture. Such prepayment shall be at the prepayment price (expressed as a percentage of principal amount) determined in accordance with the following table plus accrued interest to the prepayment date:

<u>Redemption Date</u>	<u>Redemption Prices</u>
June 1, 2002 through May 31, 2003	102%
June 1, 2003 through May 31, 2004	101
June 1, 2004 and thereafter	100

The Clark County Bonds Trustee, by acceptance of this Bond, hereby waives any notice of redemption or prepayment of a portion or all of the single Bond of Series W other than redemption pursuant to Section 11.07 of the Indenture.

If the Trustee shall declare the principal of and interest on all Bonds to be immediately due and payable under Article XIII of the Indenture, the Trustee shall give immediate notice of such declaration to the Clark County Bonds Trustee. If all Bonds of the Company, including the Bonds of Series W, are to be redeemed by the Company pursuant to Section 11.07 of the Indenture, the Trustee shall give the Clark County Bonds Trustee at least 45 days' notice of such redemption.

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

[Trustee's Certificate to be endorsed on bonds]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Indenture.

FIRST INTERSTATE BANK OF NEVADA, N.A.,
(by its Las Vegas, Nevada Office), Trustee,

By: _____
Authorized Officer

SCHEDULE OF PREPAYMENTS OF PRINCIPAL

Principal
Amount Prepaid

Date Prepaid

Authorized
Official
and Title

(NOTICE: The within Bond may not be transferred until this Schedule and the date to which interest has been paid have been verified by the Trustee.)

ARTICLE II

AUTHORIZED PRINCIPAL AMOUNT

§ 2.01 Bonds of Series W may be executed by the Company and authenticated and delivered by the Trustee at any time and from time to time, in the manner and amount permitted by the Indenture; provided, however, that no Bonds of Series W in excess of Thirty-Nine Million Five Hundred Thousand Dollars (\$39,500,000) principal amount (other than Bonds of Series W which may be so executed, authorized and delivered in lieu of other Bonds of Series W as authenticated under Article 11 or § 10.01 of the Original Indenture) shall be executed by the Company, authenticated or delivered by the Trustee, or secured by the Indenture, except in such additional principal amounts as may be authorized by a supplemental indenture or indentures which the Company and the Trustee are hereby authorized to execute and deliver for that purpose.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

§ 3.01 The Company represents and warrants that, as of the date of execution of this Twenty-Second Supplemental Indenture, it has good and marketable title in fee simple to all the real properties described in the Granting Clauses of the Original Indenture, the First Supplemental Indenture, the Instrument of Further Assurance, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture, the Fifteenth Supplemental Indenture, the Sixteenth Supplemental Indenture, the Seventeenth Supplemental Indenture, the Twentieth Supplemental Indenture, the Twenty-First Supplemental Indenture and this Twenty-Second Supplemental Indenture (except any property heretofore released from the lien of the Indenture in accordance with the terms thereof), free and clear of any liens and encumbrances except Permitted Encumbrances and those, if any, referred to in said Granting Clauses, and that it has good and marketable title and is lawfully possessed of all other properties described in said Granting Clauses (except any properties therein described as to be acquired by the Company after the date of this Twenty-Second Supplemental Indenture and except any property heretofore released from the lien of the Indenture in accordance with the terms thereof), and the Indenture constitutes a direct and valid first mortgage lien on all such properties, subject only to Permitted Encumbrances and those, if any, referred to in said Granting Clauses. The Company represents and warrants that it has and covenants that it will continue to have, subject to the provisions of the Indenture, good right, full power and lawful authority to grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over and confirm to the Trustee all properties of every kind and nature described or referred to in said Granting Clauses (except any properties therein described as to be acquired by the Company after the date of this Twenty-Second Supplemental Indenture) which by the provisions of the Indenture are intended to be subject to the lien of the Indenture and that it will defend the title to such property and every part thereof to the Trustee forever, for the benefit of the holders of the Bonds, against the claims and demands of all persons whomsoever.

PART II

MISCELLANEOUS PROVISIONS

Except insofar as herein otherwise expressly provided, all of the definitions, provisions, terms and conditions of the Indenture shall be deemed to be incorporated in, and made a part of, this Twenty-Second Supplemental Indenture; and the Original Indenture as amended and supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture, the Fifth Supplemental Indenture, the Sixth Supplemental Indenture, the Seventh Supplemental Indenture, the Eighth Supplemental Indenture, the Ninth Supplemental Indenture, the Tenth Supplemental Indenture, the Eleventh Supplemental Indenture, the Twelfth Supplemental Indenture, the Thirteenth Supplemental Indenture, the Fourteenth Supplemental Indenture, the Fifteenth Supplemental Indenture, the Sixteenth Supplemental Indenture, the Seventeenth Supplemental Indenture, the Eighteenth Supplemental Indenture, the Nineteenth Supplemental Indenture, the Twentieth Supplemental Indenture and the Twenty-First Supplemental Indenture is in all respects ratified and confirmed and supplemented by this Twenty-Second Supplemental Indenture; and the Original Indenture as amended and supplemented shall be read, taken and construed as one and the same instrument.

All covenants, promises, agreements, undertakings and provisions of the Indenture which exist for the benefit of, or while or so long as 1983 Series Bonds, Series B Bonds, Series D Bonds,

Series E Bonds, Series F Bonds, Series G Bonds, Series H Bonds, Series I Bonds, Series J Bonds, Series K Bonds, Series L Bonds, Series M Bonds, Series N Bonds, Series O Bonds, Series P Bonds, Series Q, Series R, Series S, Series T, Series U or Series V Bonds are outstanding, are hereby expressed to exist also for the benefit of Bonds of Series W and for that purpose shall be observed, performed and complied with by the Company so long as any Bonds of Series W shall be outstanding.

This Twenty-Second Supplemental Indenture shall be effective as of the date first hereinabove set forth, and may be executed simultaneously or from time to time in several counterparts, and each counterpart shall constitute an original instrument, and it shall not be necessary in making proof of this Twenty-Second Supplemental Indenture or of any counterpart thereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, said Nevada Power Company has caused this Twenty-Second Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents and its corporate seal to be hereto affixed, and the said seal and this Twenty-Second Supplemental Indenture to be attested by its Secretary or Assistant Secretary; and said First Interstate Bank of Nevada, N.A., in evidence of its acceptance of the trust hereby created has caused this Twenty-Second Supplemental Indenture to be executed on its behalf by two of its Trust Officers and its corporate seal to be hereto affixed and said seal and this Twenty-Second Supplemental Indenture to be attested by its Assistant Vice President, all as of the 1st day of June, 1992.

NEVADA POWER COMPANY

By: James C. Holcombe James C. Holcombe
President and
Chief Operating Officer

[SEAL]

ATTEST:

Richard L. Hinckley Richard L. Hinckley
Secretary

FIRST INTERSTATE BANK OF NEVADA,
N.A., as Trustee

By: Alvin J. [Signature]
Trust Officer

By: [Signature]
Trust Officer

[SEAL]

ATTEST:

David P. Bennett
Assistant Vice President

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STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 18th day of June, 1992, personally appeared before me, a Notary Public in and for said County and State, James C. Holcombe, known to me to be the President of Nevada 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 seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

Dorothy Wilson

Notary Public



NOTARY PUBLIC
STATE OF NEVADA
County of Clark
DOROTHY WILSON
My Appointment Expires Dec. 6, 1994

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STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 18th day of June, 1992, personally appeared before me, a Notary Public in and for said County and State, David Hehn and George Fillion, known to me to be Trust Officers of First Interstate Bank of Nevada, N.A., one of the corporations that executed the foregoing instrument, and upon oath did each 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 seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposed therein mentioned.

Paul J. Kuehler



NOTARY PUBLIC
STATE OF NEVADA
County of Clark
Paul J. Kuehler
My Appointment Expires Aug. 8, 1993

EXHIBIT A

The Original Indenture, First Supplemental Indenture, an Instrument of Further Assurance, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture, Fifth Supplemental Indenture, Sixth Supplemental Indenture, Seventh Supplemental Indenture, Eighth Supplemental Indenture, Ninth Supplemental Indenture, Tenth Supplemental Indenture, Eleventh Supplemental Indenture, Twelfth Supplemental Indenture, Thirteenth Supplemental Indenture, Fourteenth Supplemental Indenture, Fifteenth Supplemental Indenture, Sixteenth Supplemental Indenture, Seventeenth Supplemental Indenture, Eighteenth Supplemental Indenture, and Nineteenth Supplemental Indenture were recorded in Offices of the County Recordors of the States of Nevada, Arizona and Utah as follows:

NEVADA

CLARK COUNTY

	RECORDED	DOC. NO.	RECORDS
Original Indenture	Nov. 6, 1953	417,677	Trust Deeds
First Supplemental Indenture	Sept. 23, 1954	20,904	Official Records
Instrument of Further Assurance	Apr. 19, 1956	75,779	Official Records
Second Supplemental Indenture	Sept. 19, 1956	89,423	Official Records
Third Supplemental Indenture	May 15, 1959	160,878	Official Records
Fourth Supplemental Indenture	Oct. 28, 1960	215,907	Official Records
Fifth Supplemental Indenture	Dec. 4, 1961	267,362	Official Records
Sixth Supplemental Indenture	Oct. 18, 1963	391,466	Official Records
Seventh Supplemental Indenture	Aug. 7, 1964	451,010	Official Records
Eighth Supplemental Indenture	May 10, 1968	700,126	Official Records
Ninth Supplemental Indenture	Oct. 16, 1969	791,246	Official Records
Tenth Supplemental Indenture	Oct. 2, 1970	53,871	Official Records
Eleventh Supplemental Indenture	Oct. 27, 1972	233,640	Official Records
Twelfth Supplemental Indenture	Dec. 6, 1974	438,246	Official Records
Thirteenth Supplemental Indenture	Oct. 19, 1976	629,589	Official Records
Fourteenth Supplemental Indenture	May 4, 1977	693,961	Official Records
Fifteenth Supplemental Indenture	Sept. 5, 1978	898,343	Official Records
Sixteenth Supplemental Indenture	Dec. 4, 1981	1,453,990	Official Records
Seventeenth Supplemental Indenture	Aug. 19, 1982	1,569,991	Official Records
Eighteenth Supplemental Indenture	Nov. 13, 1986	00622	Official Records
Nineteenth Supplemental Indenture	Oct. 12, 1989	00576	Official Records
Twentieth Supplemental Indenture	April 30, 1992	01212	Official Records

Lincoln County

NYE COUNTY

	<u>RECORDED</u>	<u>DOC. NO.</u>	<u>RECORDS</u>
Original Indenture	Sept. 19, 1956	24,334	Trust Deeds
First Supplemental Indenture	Sept. 19, 1956	24,335	Official Records
Instrument of Further Assurance	Sept. 19, 1956	24,336	Official Records
Second Supplemental Indenture	Sept. 19, 1956	24,337	Official Records
Third Supplemental Indenture	May 15, 1959	31,466	Official Records
Fourth Supplemental Indenture	Oct. 28, 1960	37,060	Official Records
Fifth Supplemental Indenture	Dec. 5, 1961	39,876	Official Records
Sixth Supplemental Indenture	Oct. 18, 1963	46,249	Official Records
Seventh Supplemental Indenture	Aug. 7, 1964	48,660	Official Records
Eighth Supplemental Indenture	May 10, 1968	05,910	Official Records
Ninth Supplemental Indenture	Oct. 17, 1969	15,192	Official Records
Tenth Supplemental Indenture	Oct. 5, 1970	20,294	Official Records
Eleventh Supplemental Indenture	Oct. 30, 1972	35,265	Official Records
Twelfth Supplemental Indenture	Dec. 9, 1974	45,632	Official Records
Thirteenth Supplemental Indenture	Oct. 19, 1976	55,202	Official Records
Fourteenth Supplemental Indenture	May 4, 1977	58,169	Official Records
Fifteenth Supplemental Indenture	Sept. 5, 1978	70,767	Official Records
Sixteenth Supplemental Indenture	Dec. 4, 1981	54,601	Official Records
Seventeenth Supplemental Indenture	Aug. 19, 1982	65,354	Official Records
Eighteenth Supplemental Indenture	Nov. 13, 1986	171,431	Official Records
Nineteenth Supplemental Indenture	Oct. 12, 1989	245632	Official Records
Twentieth Supplemental Indenture	April 30, 1992	307547	Official Records

LINCOLN COUNTY

	<u>RECORDED</u>	<u>DOC. NO.</u>	<u>RECORDS</u>
Original Indenture	Sept. 1, 1972	52,162	Official Records
First Supplemental Indenture	Sept. 1, 1972	52,163	Official Records
Instrument of Further Assurance	Sept. 1, 1972	52,164	Official Records
Second Supplemental Indenture	Sept. 1, 1972	52,165	Official Records
Third Supplemental Indenture	Sept. 1, 1972	52,166	Official Records
Fourth Supplemental Indenture	Sept. 1, 1972	52,167	Official Records
Fifth Supplemental Indenture	Sept. 1, 1972	52,168	Official Records
Sixth Supplemental Indenture	Sept. 1, 1972	52,169	Official Records
Seventh Supplemental Indenture	Sept. 1, 1972	52,170	Official Records
Eighth Supplemental Indenture	Sept. 1, 1972	52,171	Official Records
Ninth Supplemental Indenture	Sept. 1, 1972	52,172	Official Records
Tenth Supplemental Indenture	Sept. 1, 1972	52,173	Official Records
Eleventh Supplemental Indenture	Oct. 30, 1972	52,330	Official Records
Twelfth Supplemental Indenture	Dec. 6, 1974	55,557	Official Records
Thirteenth Supplemental Indenture	Oct. 19, 1976	58,659	Official Records
Fourteenth Supplemental Indenture	May 4, 1977	59,627	Official Records
Fifteenth Supplemental Indenture	Sept. 5, 1978	62,731	Official Records
Sixteenth Supplemental Indenture	Dec. 4, 1981	74,010	Official Records
Seventeenth Supplemental Indenture	Aug. 19, 1982	75,970	Official Records
Eighteenth Supplemental Indenture	Nov. 13, 1986	85,911	Official Records
Nineteenth Supplemental Indenture	Oct. 12, 1989	92444	Official Records
Twentieth Supplemental Indenture	April 30, 1992	98382	Official Records

Lincoln County

ARIZONA

NAVAJO COUNTY

	<u>RECORDED</u>	<u>DOC. NO.</u>	<u>RECORDS</u>
Original Indenture	Oct. 5, 1970	330	Official Records
First Supplemental Indenture	Oct. 5, 1970	330	Official Records
Instrument of Further Assurance	Oct. 5, 1970	330	Official Records
Second Supplemental Indenture	Oct. 5, 1970	330	Official Records
Third Supplemental Indenture	Oct. 5, 1970	330	Official Records
Fourth Supplemental Indenture	Oct. 5, 1970	330	Official Records
Fifth Supplemental Indenture	Oct. 5, 1970	330	Official Records
Sixth Supplemental Indenture	Oct. 5, 1970	330	Official Records
Seventh Supplemental Indenture	Oct. 5, 1970	330	Official Records
Eighth Supplemental Indenture	Oct. 5, 1970	330	Official Records
Ninth Supplemental Indenture	Oct. 5, 1970	330	Official Records
Tenth Supplemental Indenture	Oct. 5, 1970	330	Official Records
Eleventh Supplemental Indenture	Oct. 30, 1972	376	Official Records
Twelfth Supplemental Indenture	Dec. 9, 1974	426	Official Records
Thirteenth Supplemental Indenture	Oct. 19, 1976	473	Official Records
Fourteenth Supplemental Indenture	May 4, 1977	486	Official Records
Fifteenth Supplemental Indenture	Sept. 5, 1978	531	Official Records
Sixteenth Supplemental Indenture	Dec. 4, 1981	647	Official Records
Seventeenth Supplemental Indenture	Aug. 19, 1982	691	Official Records
Eighteenth Supplemental Indenture	Nov. 13, 1986	846	Official Records
Nineteenth Supplemental Indenture	Oct. 12, 1989	970	Official Records
Twentieth Supplemental Indenture	April 30, 1992	1076	Official Records

COCONINO COUNTY

	<u>RECORDED</u>	<u>DOC. NO.</u>	<u>RECORDS</u>
Original Indenture	Oct. 1, 1970	370	Official Records
First Supplemental Indenture	Oct. 1, 1970	370	Official Records
Instrument of Further Assurance	Oct. 1, 1970	370	Official Records
Second Supplemental Indenture	Oct. 1, 1970	370	Official Records
Third Supplemental Indenture	Oct. 1, 1970	370	Official Records
Fourth Supplemental Indenture	Oct. 1, 1970	370	Official Records
Fifth Supplemental Indenture	Oct. 1, 1970	370	Official Records
Sixth Supplemental Indenture	Oct. 1, 1970	370	Official Records
Seventh Supplemental Indenture	Oct. 1, 1970	370	Official Records
Eighth Supplemental Indenture	Oct. 1, 1970	370	Official Records
Ninth Supplemental Indenture	Oct. 1, 1970	370	Official Records
Tenth Supplemental Indenture	Oct. 1, 1970	370	Official Records
Eleventh Supplemental Indenture	Oct. 5, 1970	370	Official Records
Twelfth Supplemental Indenture	Oct. 30, 1972	445	Official Records
Thirteenth Supplemental Indenture	Dec. 9, 1974	528	Official Records
Fourteenth Supplemental Indenture	Oct. 19, 1976	606	Official Records
Fifteenth Supplemental Indenture	May 4, 1977	628	Official Records
Sixteenth Supplemental Indenture	Sept. 5, 1978	697	Official Records
Seventeenth Supplemental Indenture	Dec. 4, 1981	862	Official Records
Eighteenth Supplemental Indenture	Aug. 19, 1982	896	Official Records
Nineteenth Supplemental Indenture	Nov. 13, 1986	1125	Official Records
Twentieth Supplemental Indenture	Oct. 12, 1989	1304	Official Records
	April 30, 1992	1471	Official Records

Lincoln County

MOHAVE COUNTY

	<u>RECORDED</u>	<u>DOC. NO.</u>	<u>RECORDS</u>
Original Indenture	Aug. 28, 1972	50	Official Records
First Supplemental Indenture	Aug. 28, 1972	50	Official Records
Instrument of Further Assurance	Aug. 28, 1972	50	Official Records
Second Supplemental Indenture	Aug. 28, 1972	50	Official Records
Third Supplemental Indenture	Aug. 28, 1972	50	Official Records
Fourth Supplemental Indenture	Aug. 28, 1972	50	Official Records
Fifth Supplemental Indenture	Aug. 28, 1972	50	Official Records
Sixth Supplemental Indenture	Aug. 28, 1972	50	Official Records
Seventh Supplemental Indenture	Aug. 28, 1972	51	Official Records
Eighth Supplemental Indenture	Aug. 28, 1972	51	Official Records
Ninth Supplemental Indenture	Aug. 28, 1972	51	Official Records
Tenth Supplemental Indenture	Aug. 28, 1972	51	Official Records
Eleventh Supplemental Indenture	Oct. 30, 1972	67	Official Records
Twelfth Supplemental Indenture	Dec. 9, 1974	250	Official Records
Thirteenth Supplemental Indenture	Oct. 19, 1976	355	Official Records
Fourteenth Supplemental Indenture	May 4, 1977	390	Official Records
Fifteenth Supplemental Indenture	Sept. 5, 1978	489	Official Records
Sixteenth Supplemental Indenture	Dec. 4, 1981	765	Official Records
Seventeenth Supplemental Indenture	Aug. 19, 1982	865	Official Records
Eighteenth Supplemental Indenture	Nov. 13, 1986	1264	Official Records
Nineteenth Supplemental Indenture	Oct. 12, 1989	1612	Official Records
Twentieth Supplemental Indenture	April 30, 1992	92-12800	Official Records

UTAH

KANE COUNTY

	<u>RECORDED</u>	<u>DOC. NO.</u>	<u>RECORDS</u>
Original Indenture	Sept. 12, 1972	35	Official Records
First Supplemental Indenture	Sept. 12, 1972	35	Official Records
Instrument of Further Assurance	Sept. 12, 1972	35	Official Records
Second Supplemental Indenture	Sept. 12, 1972	35	Official Records
Third Supplemental Indenture	Sept. 12, 1972	35	Official Records
Fourth Supplemental Indenture	Sept. 12, 1972	35	Official Records
Fifth Supplemental Indenture	Sept. 12, 1972	35	Official Records
Sixth Supplemental Indenture	Sept. 12, 1972	35	Official Records
Seventh Supplemental Indenture	Sept. 12, 1972	35	Official Records
Eighth Supplemental Indenture	Sept. 12, 1972	35	Official Records
Ninth Supplemental Indenture	Sept. 12, 1972	35	Official Records
Tenth Supplemental Indenture	Sept. 12, 1972	35	Official Records
Eleventh Supplemental Indenture	Oct. 30, 1972	35	Official Records
Twelfth Supplemental Indenture	Dec. 9, 1974	44	Official Records
Thirteenth Supplemental Indenture	Oct. 19, 1976	53	Official Records
Fourteenth Supplemental Indenture	May 4, 1977	55	Official Records
Fifteenth Supplemental Indenture	Sept. 5, 1978	59	Official Records
Sixteenth Supplemental Indenture	Dec. 4, 1981	71	Official Records
Seventeenth Supplemental Indenture	Aug. 19, 1982	074	Official Records
Eighteenth Supplemental Indenture	Nov. 13, 1986	093	Official Records
Nineteenth Supplemental Indenture	Oct. 12, 1989	0106	Official Records
Twentieth Supplemental Indenture	April 30, 1992	72900	Official Records

WASHINGTON COUNTY

	RECORDED	DOC. NO.	RECORDS
Original Indenture	Sept. 22, 1972	124	Official Records
First Supplemental Indenture	Sept. 22, 1972	124	Official Records
Instrument of Further Assurance	Sept. 22, 1972	124	Official Records
Second Supplemental Indenture	Sept. 22, 1972	124	Official Records
Third Supplemental Indenture	Sept. 22, 1972	124	Official Records
Fourth Supplemental Indenture	Sept. 22, 1972	124	Official Records
Fifth Supplemental Indenture	Sept. 22, 1972	124	Official Records
Sixth Supplemental Indenture	Sept. 22, 1972	124	Official Records
Seventh Supplemental Indenture	Sept. 22, 1972	124	Official Records
Eighth Supplemental Indenture	Sept. 22, 1972	124	Official Records
Ninth Supplemental Indenture	Sept. 22, 1972	124	Official Records
Tenth Supplemental Indenture	Sept. 22, 1972	124	Official Records
Eleventh Supplemental Indenture	Oct. 30, 1972	127	Official Records
Twelfth Supplemental Indenture	Dec. 9, 1974	163	Official Records
Thirteenth Supplemental Indenture	Oct. 19, 1976	204	Official Records
Fourteenth Supplemental Indenture	May 4, 1977	218	Official Records
Fifteenth Supplemental Indenture	Sept. 5, 1978	239	Official Records
Sixteenth Supplemental Indenture	Dec. 4, 1981	302	Official Records
Seventeenth Supplemental Indenture	Aug. 19, 1982	313	Official Records
Eighteenth Supplemental Indenture	Nov. 13, 1986	431	Official Records
Nineteenth Supplemental Indenture	Oct. 12, 1989	537	Official Records
Twentieth Supplemental Indenture	April 30, 1992	405624	Official Records

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Nevada Power Co. ST O

June 19, 1992

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LINCOLN

Y. S. Setzer
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