
NEVADA POWER COMPANY
(Formerly Southern Nevada Power Co.)

TO

BANKERS TRUST COMPANY

as Trustee

TWENTY-FIFTH SUPPLEMENTAL INDENTURE

Dated as of January 1, 1993

THIS TWENTY-FIFTH SUPPLEMENTAL INDENTURE dated as of January 1, 1993, 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 BANKERS TRUST COMPANY (successor to First Interstate Bank of Nevada, N.A., formerly First National Bank of Nevada, Reno, Nevada), a banking corporation duly organized and existing under and by virtue of the banking laws of the State of New York, having its principal place of business at 4 Albany Street, New York, New York, (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

2

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
Twenty-Third Supplemental Indenture	as of October 1, 1992
Twenty-Fourth Supplemental Indenture	as of October 1, 1992

the Original Indenture, as amended and supplemented by the instruments listed above and as to be supplemented by this Twenty-Fifth 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;

3

WHEREAS, in addition to thirteen 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; \$15,000,000 principal amount of First Mortgage Bonds, 7 5/8% Series L Due 2002 of which \$15,000,000 is now outstanding; \$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 \$445,300 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; and \$15,000,000 principal amount of First Mortgage Bonds, 7.80% Series T Due 2009 of which \$15,000,000 is now outstanding; \$50,000,000 principal amount of First Mortgage Bonds, 6.92% Series U due 1995 of which \$50,000,000 is now outstanding; \$105,000,000 principal amount of First Mortgage Bonds, 6.70% Series V due 2022 of which \$105,000,000 is now outstanding; and \$39,500,000 principal amount of First Mortgage Bonds, 6.60% Series W due 2019 of which \$39,500,000 is now outstanding; \$78,000,000 principal amount of First Mortgage Bonds, 7.20% Series X Due 2022 of which \$78,000,000 is now outstanding; and \$45,000,000 principal amount of First Mortgage Bonds, 6.93% Series Y Due 1999 of which \$45,000,000 is now outstanding;

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, 8.50% Series Z Due 2023" (hereinafter sometimes referred to as "Bonds of Series Z") and to make, execute and deliver to the Trustee this

Twenty-Fifth Supplemental Indenture, in the form hereof, as a further supplement to the Indenture; and

WHEREAS, all conditions and requirements necessary to make this Twenty-Fifth 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;

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 Z to be issued pursuant to this Twenty-Fifth 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-Fifth Supplemental Indenture and has granted, bargained, sold, warranted, aliened, remise, 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 Bankers Trust Company, 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

5

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

6

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-Fifth 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 Z DUE 2023

§ 1.01 The twenty-fifth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be the Bonds of Series Z. The Bonds of Series Z shall be designated as "First Mortgage Bonds, 8.50% Series Z

7

Due 2023* of the Company. The Bonds of Series Z 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.

All of the Bonds of Series Z shall be registered Bonds without coupons, shall be dated January 1, 1993, shall mature January 1, 2023 and shall bear interest at the rate of eight and fifty one hundredths percent (8.50%) per annum, payable semiannually in arrears on the first day of January and the first day of July in each year ("interest payment dates"). The principal of and premium, if any, and interest on all Bonds of Series Z shall be payable at the office of the Trustee in New York, New York. Interest on any Bond which is payable on any interest payment date will be paid to the person in whose name such Bond is registered at the close of business on the fifteenth day (whether or not a business day) next preceding such interest payment date.

The Bonds of Series Z may be issued in the form of engraved bonds, or bonds printed or lithographed upon steel engraved borders, and may have such legends or endorsements printed, lithographed or engraved thereon as may, consistently with the Indenture, be approved by the Board of Directors.

§ 1.02 The Bonds of Series Z shall be issued in denominations of One Thousand Dollars (\$1,000) and any integral multiple of One Thousand Dollars (\$1,000) which may be executed by the Company and delivered to the Trustee for authentication and delivery.

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

8

[FORM OF FACE OF BOND OF SERIES Z]

NEVADA POWER COMPANY

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

FIRST MORTGAGE BOND, 8.50% SERIES Z DUE 2023

Due January 1, 2023

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..... or registered assigns, on January 1, 2023, the sum of..... Dollars, or so much thereof as shall not be noted by endorsement hereon by the holder as paid, 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, and to pay to the registered holder hereof interest thereon from the date hereof, at the rate of eight and fifty one hundredths percent (8.50%) per annum, in like coin or currency, payable semiannually in arrears on the first day of January and the first day of July in each year ("interest payment dates") until the principal hereof shall have become due and payable, and thereafter, if default be made in the payment of such interest or principal at the same rate of interest per annum, until the principal thereof shall be paid. The principal of and premium, if any, and interest on this Bond are payable at the office of the Trustee in New York, New York. Interest on this Bond which is payable on any interest payment date will be paid to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) next preceding such interest payment date.

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.

Dated:

NEVADA POWER COMPANY

Attest:

By: _____

Vice President

Secretary

10

[FORM OF REVERSE OF BOND OF SERIES Z]

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 Z"), 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:

Instrument	Date
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

11

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
Twenty-Third Supplemental Indenture	as of October 1, 1992
Twenty-Fourth Supplemental Indenture	as of October 1, 1992
Twenty-Fifth Supplemental Indenture	as of January 1, 1993

(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 Bankers Trust Company (successor 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 Z are described in said Twenty-Fifth Supplemental Indenture dated as of January 1, 1993 ("Twenty-Fifth Supplemental Indenture") executed by the Company to Bankers Trust Company, as Trustee, and are issuable as registered bonds without coupons in denominations of \$1,000 and any integral multiple thereof.

The Bonds of Series Z are not subject to redemption prior to January 1, 2003, whether to satisfy any sinking fund or renewal and replacement obligation

under the Indenture or otherwise, except that if all or substantially all of the property of the Company subject to the lien of the Indenture shall be taken by the exercise of the power of eminent domain or shall be sold by the Company and released under the provisions of Article XI of the Indenture, the Company shall call for redemption and redeem all of the Bonds of Series Z then outstanding for 100% of the principal amount thereof, together with accrued interest thereon, to the date of redemption.

On or after January 1, 2003, the Bonds of Series Z are subject to redemption at any time or from time to time prior to maturity, at the option of the Company, either as a whole or in part, upon payment of accrued interest to the dates fixed for the redemption thereof, plus that percentage of the principal amount thereof applicable to such date in accordance with the following table (wherein all dates are inclusive), namely:

REGULAR REDEMPTION PRICES

January 1, 2003 to December 31, 2003	103.71%
January 1, 2004 to December 31, 2004	103.34
January 1, 2005 to December 31, 2005	102.97
January 1, 2006 to December 31, 2006	102.60
January 1, 2007 to December 31, 2007	102.23
January 1, 2008 to December 31, 2008	101.86
January 1, 2009 to December 31, 2009	101.48
January 1, 2010 to December 31, 2010	101.11
January 1, 2011 to December 31, 2011	100.74
January 1, 2012 to December 31, 2012	100.37
January 1, 2013 and thereafter	100.00

As provided in the Indenture, if any of the Bonds of Series Z are to be redeemed, notice of redemption shall be mailed by registered mail, postage

prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to each registered holder of any Bond to be so redeemed to the last address of such holder appearing on the registry books for the Bonds of Series Z.

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 Z 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.

The Bonds of Series Z are interchangeable as to denominations in the manner and upon the conditions prescribed in the Indenture.

14

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.

Upon any partial redemption of this Bond, at the option of the registered holder hereof, this Bond may be either (i) surrendered to the Trustee in exchange for one or more new registered Bonds of Series Z, of authorized denominations, registered in the name of such holder, in an aggregate principal amount equal to the principal amount remaining unpaid upon this Bond, or (ii) submitted to the Trustee for notation hereon of the payment of the portion of the principal hereof paid upon such partial redemption.

This Bond is transferable by the registered holder hereof in person or by the attorney of such holder, duly authorized in writing, on the registry books to be kept for the purpose at the New York, New York office of the Trustee, Registrar for the Bonds, upon surrender of this Bond accompanied by a written

15

instrument of transfer in form approved by the Company, duly executed by the registered holder in person or by such attorney, and upon cancellation hereof one or more new registered Bonds of Series Z for the same aggregate principal amount, will be issued to the transferee in exchange herefor, as provided in the Indenture.

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.

[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.

BANKERS TRUST COMPANY, Trustee

By: _____
Authorized Officer

ARTICLE II

AUTHORIZED PRINCIPAL AMOUNT

§ 2.01 Bonds of Series Z 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 Z in excess of Forty-Five Million Dollars (\$45,000,000) principal amount (other than Bonds of Series Z which may be so executed, authorized and delivered in lieu of other Bonds of Series Z as authenticated under Article II 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

REDEMPTION

§ 3.01 The Bonds of Series Z shall not be redeemable prior to January 1, 2003, whether to satisfy any sinking fund or renewal and replacement obligation under the Indenture or otherwise, except as provided in Section 11.07 of the Original Indenture. On and after January 1, 2003, the Bonds of Series Z shall, subject to the provisions of this Article III and of Article X of the Original Indenture, be redeemable at any time or from time to time prior to maturity, at the option of the Company, either as a whole, or in part, upon payment of accrued interest to the dates fixed for the redemption thereof, plus that percentage of the principal amount thereof applicable to such date in accordance with the table captioned "Regular Redemption Price" in the form of Bond of Series Z in § 1.03 of this Twenty-Fifth Supplemental Indenture.

17

The redemption price of any Bonds of Series Z which are to be redeemed pursuant to § 11.07 of the Original Indenture shall be the principal amount thereof plus accrued interest to the date fixed for redemption and the redemption price of any Bonds of Series Z which are to be redeemed pursuant to § 12.04 of the Original Indenture shall be the price then applicable for the redemption of Bonds at the option of the Company.

§ 3.02 Subject to the provisions of Article X of the Original Indenture, notice of redemption shall be given if any Bonds of Series Z shall be designated as hereinafter provided for redemption in whole or in part on said redemption date, by mailing by registered mail, postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to said redemption date, written notice of the exercise of such right of redemption to each registered holder of any Bond of Series Z so designated, to the last address of such holder appearing on the registry books for the Bonds of Series Z.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

§ 4.01 The Company represents and warrants that, as of the date of execution of this Twenty-Fifth 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

18

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, the Twenty-First Supplemental Indenture, the Twenty-Second Supplemental Indenture, the Twenty-Third Supplemental Indenture, the Twenty-Fourth Supplemental Indenture and this Twenty-Fifth 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-Fifth 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-Fifth 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.

19

ARTICLE V

RENEWAL AND REPLACEMENT FUND

§ 5.01 Notwithstanding anything to the contrary contained elsewhere in the Indenture, cash deposited with the Trustee pursuant to § 9.06 of the Original Indenture (a) shall not be used to redeem Bonds of Series Z prior to maturity, and (b) shall be retained by the Trustee and, unless withdrawn pursuant to the provisions of § 9.06 of the Original Indenture, shall be applied by the Trustee to the payment of principal and accrued interest on the Bonds of Series Z at maturity.

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-Fifth 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, the Twenty-First Supplemental Indenture, the

Twenty-Second Supplemental Indenture, the Twenty-Third Supplemental Indenture and the Twenty-Fourth Supplemental Indenture and is in all respects ratified and confirmed and supplemented by this Twenty-Fifth 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 C 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 Bonds, Series U Bonds, Series V Bonds, Series W Bonds, Series X Bonds and Series Y Bonds are outstanding, are hereby expressed to exist also for the benefit of Bonds of Series Z and for that purpose shall be observed, performed and complied with by the Company so long as any Bonds of Series Z shall be outstanding.

This Twenty-Fifth 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-Fifth Supplemental Indenture or of any counterpart thereof to produce or account for any of the other counterparts.

21

IN WITNESS WHEREOF, said Nevada Power Company has caused this Twenty-Fifth 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-Fifth Supplemental Indenture to be attested by its Secretary or Assistant Secretary; and said Bankers Trust Company, in evidence of its acceptance of the trust hereby created has caused this Twenty-Fifth Supplemental Indenture to be executed on its behalf by its Assistant Vice President and its corporate seal to be hereto affixed and said seal and this Twenty-Fifth Supplemental Indenture to be attested by its Assistant Vice President, all as of the 1st day of January, 1993.

NEVADA POWER COMPANY

By: *Steven M. Rigazio*
Steven M. Rigazio
Vice President and Treasurer,
Chief Financial Officer

[S E A L]

ATTEST:

Richard L. Hinckley
Richard L. Hinckley
Secretary

BANKERS TRUST COMPANY,
as Trustee

By: *Samir M. Pandiri*
Assistant Vice President
Samir M. Pandiri

[S E A L]

ATTEST:

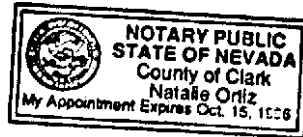
Sandra Shirley
Assistant Vice President
Sandra Shirley

22

STATE OF NEVADA)
COUNTY OF CLARK) ss.

On this 8th day of January, 1993, personally appeared before me, a Notary Public in and for said County and State, Steven W. Rigazio and Richard L. Hinckley, known to me to be the Vice President and Treasurer, Chief Financial Officer and Secretary, respectively of Nevada Power Company, 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 purposes therein mentioned.

Natalie Ortiz
Notary Public



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23

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 14 day of January, 1993, before me personally came SAMIR PANDIRI, to me known, who, being by me duly sworn, did depose and say that he resides at 45 River Drive South, Jersey City, New Jersey 07130; that he is an Assistant Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

[Notarial seal]

Marjorie Stanley
MARJORIE STANLEY
Notary Public, State of New York
No. 41-4986405
Qualified in Queens County
Certificate filed in New York County
Commission Expires Sept. 16, 1993

GE5135111

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, Nineteenth Supplemental Indenture, Twentieth Supplemental Indenture, Twenty-First Supplemental Indenture, Twenty-Second Supplemental Indenture, Twenty-Third Supplemental Indenture and Twenty-Fourth Supplemental Indenture were recorded in Offices of the County Recorders of the States of Nevada, Arizona and Utah as follows:

NEVADA CLARK COUNTY		DOC. NO.	RECORDS
	RECORDED		
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. 18, 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
Twenty-First Supplemental Indenture	June 19, 1992	01239	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	01240	Official Records
Twenty-Third Supplemental Indenture	October 26, 1992	00858	Official Records
Twenty-Fourth Supplemental Indenture	November 2, 1992	00901	Official Records

A-2

NEVADA
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	55,802	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
Twenty-First Supplemental Indenture	June 19, 1992	310469	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	310470	Official Records
Twenty-Third Supplemental Indenture	October 26, 1992	320357	Official Records
Twenty-Fourth Supplemental Indenture	November 2, 1992	320802	Official Records

A-3

NEVADA
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	83,911	Official Records
Nineteenth Supplemental Indenture	Oct. 12, 1989	92444	Official Records
Twentieth Supplemental Indenture	April 30, 1992	98382	Official Records
Twenty-First Supplemental Indenture	June 19, 1992	98558	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	98559	Official Records
Twenty-Third Supplemental Indenture	October 26, 1992	99552	Official Records
Twenty-Fourth Supplemental Indenture	November 2, 1992	99062	Official Records

A-4

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
Twenty-First Supplemental Indenture	June 19, 1992	1083	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	1083	Official Records
Twenty-Third Supplemental Indenture	October 26, 1992	1103	Official Records
Twenty-Fourth Supplemental Indenture	October 30, 1992	1104	Official Records

A-5

ARIZONA
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
Twenty-First Supplemental Indenture	April 30, 1992	1471	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	1483	Official Records
Twenty-Third Supplemental Indenture	June 19, 1992	1483	Official Records
Twenty-Fourth Supplemental Indenture	October 26, 1992	1515	Official Records
	October 30, 1992	1517	Official Records

A-6

ARIZONA
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	50	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	Aug. 28, 1972	51	Official Records
Twelfth Supplemental Indenture	Oct. 30, 1972	67	Official Records
Thirteenth Supplemental Indenture	Dec. 9, 1974	250	Official Records
Fourteenth Supplemental Indenture	Oct. 19, 1976	355	Official Records
Fifteenth Supplemental Indenture	May 4, 1977	390	Official Records
Sixteenth Supplemental Indenture	Sept. 5, 1978	489	Official Records
Seventeenth Supplemental Indenture	Dec. 4, 1981	765	Official Records
Eighteenth Supplemental Indenture	Aug. 19, 1982	865	Official Records
Nineteenth Supplemental Indenture	Nov. 13, 1986	1264	Official Records
Twentieth Supplemental Indenture	Oct. 12, 1989	1612	Official Records
Twenty-First Supplemental Indenture	April 30, 1992	92-12880	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	92-33181	Official Records
Twenty-Third Supplemental Indenture	June 19, 1992	92-33182	Official Records
Twenty-Fourth Supplemental Indenture	October 26, 1992	92-58384	Official Records
	October 30, 1992	92-59727	Official Records

A-7

UTAH
KANE COUNTY

	RECORDED	DOC. NO.	RECORDS
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	Sept. 12, 1972	35	Official Records
Twelfth Supplemental Indenture	Oct. 30, 1972	35	Official Records
Thirteenth Supplemental Indenture	Dec. 9, 1974	44	Official Records
Fourteenth Supplemental Indenture	Oct. 19, 1976	53	Official Records
Fifteenth Supplemental Indenture	May 4, 1977	55	Official Records
Sixteenth Supplemental Indenture	Sept. 5, 1978	59	Official Records
Seventeenth Supplemental Indenture	Dec. 4, 1981	71	Official Records
Eighteenth Supplemental Indenture	Aug. 19, 1982	074	Official Records
Nineteenth Supplemental Indenture	Nov. 13, 1986	093	Official Records
Twentieth Supplemental Indenture	Oct. 12, 1989	0106	Official Records
Twenty-First Supplemental Indenture	April 30, 1992	72900	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	73283	Official Records
Twenty-Third Supplemental Indenture	June 19, 1992	73284	Official Records
Twenty-Fourth Supplemental Indenture	October 26, 1992	74584	Official Records
	October 30, 1992	74641	Official Records

A-8

UTAH
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
Twenty-First Supplemental Indenture	June 19, 1992	409301	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	409302	Official Records
Twenty-Third Supplemental Indenture	October 26, 1992	417975	Official Records
Twenty-Fourth Supplemental Indenture	October 30, 1992	418495	Official Records

The foregoing document was recorded as follows:

RECORDED	DOC. NO.	RECORDS
Clark County, Nevada		Official Records
Nye County, Nevada		Official Records
Lincoln County, Nevada		Official Records
Navajo County, Arizona		Official Records
Coconino County, Arizona		Official Records
Mohave County, Arizona		Official Records
Kane County, Utah		Official Records
Washington County, Utah		Official Records

099782

FILED AND RECORDED AT REQUEST OF
Nevada Power Co
Jan. 11, 1993

5 MINUTES PAST 11 O'CLOCK
a 104
M IN BOOK OF OFFICIAL
RECORDS, PAGE 407 LINCOLN
COUNTY, NEVADA.

J. Smith Setzer
CLERK REC'D