
NEVADA POWER COMPANY
TO
BANKERS TRUST COMPANY
as Trustee

TWENTY-EIGHTH SUPPLEMENTAL INDENTURE

Dated as of July 1, 2001

THIS TWENTY-EIGHTH SUPPLEMENTAL INDENTURE dated as of July 1, 2001, made by and between NEVADA POWER COMPANY (formerly DESERT Merger Sub, Inc., a wholly owned subsidiary of Sierra Pacific Resources and successor by merger to Nevada Power Company), 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 Four 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
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

Twenty-Fifth Supplemental Indenture	as of January 1, 1993
Twenty-Sixth Supplemental Indenture	as of May 1, 1995
Twenty-Seventh Supplemental Indenture	as of July 1, 1999

the Original Indenture, as amended and supplemented by the instruments listed above and as to be supplemented by this Twenty-Eighth 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 twenty-two series of Bonds heretofore issued under the Indenture, all of which have been retired, there have heretofore been issued under the Indenture First Mortgage Bonds of series and in principal amounts as follows:

<u>Title</u>	<u>Issued</u>	<u>Outstanding</u>
7 5/8% Bonds of Series L Due 2002	\$15,000,000	\$15,000,000
6.70% Bonds of Series V due 2022	\$105,000,000	\$105,000,000
6.60% Bonds of Series W due 2019	\$39,500,000	\$39,500,000
7.20% Bonds of Series X Due 2022	\$78,000,000	\$78,000,000
8.50% Bonds of Series Z due 2023	\$45,000,000	\$45,000,000

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 two new series of Bonds to be designated, respectively, "First Mortgage Bonds, Series BB Due 2020" (hereinafter referred to as "Bonds of Series BB") and "First Mortgage Bonds, Series CC Due 2009" (hereinafter referred to as "Bonds of Series CC") and to make, execute and deliver to the Trustee this Twenty-Eighth Supplemental Indenture, in the form hereof, as a further supplement to the Indenture; and

WHEREAS, all conditions and requirements necessary to make this Twenty-Eighth 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 BB and Bonds of Series CC to be issued pursuant to this Twenty-Eighth 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-Eighth 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 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 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-Eighth 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 BB DUE 2020 AND SERIES CC DUE 2009

§ 1.01 The twenty-eighth and twenty-ninth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be, respectively, the Bonds of Series BB and the Bonds of Series CC. The Bonds of Series BB shall be designated as "First Mortgage Bonds, Series BB Due 2020" of the Company and the Bonds of Series CC shall be designated as "First Mortgage Bonds, Series CC Due 2009." The Bonds of Series BB and Series CC 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 BB shall be evidenced by a single registered Bond in the principal amount and denomination of One Hundred Million Dollars (\$100,000,000), shall be dated July 27, 2001, shall mature June 1, 2020 and shall bear no interest, which may be executed by the Company and delivered to the Trustee for authentication and delivery. The principal of all Bonds of Series BB shall be payable at the office of the Trustee in New York, New York.

The single Bond of the Series BB shall be numbered 1 and shall upon issuance be delivered by the Company to and registered in the name of Ambac Assurance Corporation ("Ambac") and shall be transferable only as required to effect an assignment thereof to a successor-in-interest of Ambac under the Insurance Agreement dated as of June 1, 2000 between Ambac and the Company (the "Insurance Agreement"). This bond is issued to Ambac as security for the payment by the Company of its reimbursement obligations under the Insurance Agreement, which was entered into in connection with the delivery by Ambac of its Municipal Bond Insurance Policy Number 17386BE insuring certain payments of principal of, and interest on, certain bonds (the "2000A Clark County Bonds") issued under Indenture of Trust No. 1 dated as of June 1, 2000 between Clark County, Nevada and The Bank of New York, as Trustee. The proceeds of the 2000A Clark County Bonds were loaned to the Company pursuant to a Financing Agreement No. 1 dated as of June 1, 2000 between Clark County, Nevada and the Company. The single Bond of the BB Series shall be held by Ambac subject to the terms of the Pledge Agreement dated as of July 27, 2001 between Ambac and the Company.

Bonds issued upon transfer shall be numbered from 2 upwards and issued in the same \$100,000,000 denomination but, to the extent that payments of principal shall theretofore have been made on the Bonds of the BB Series, the registered holder thereof shall duly note on the Bond of the BB Series a like amount of principal in the Schedule of Prepayments to such bond and upon any transfer of said Bond, the Schedule of Prepayments shall transfer to the subsequent issued bond.

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

[FORM OF BOND OF SERIES BB]

NEVADA POWER COMPANY
FIRST MORTGAGE BOND, SERIES BB DUE 2020

Due June 1, 2020

No. BB-1

\$100,000,000

NEVADA POWER COMPANY, a Nevada corporation (hereinafter sometimes called the "Company" which term shall include any successor corporation as defined in the Indenture referred to below), for value received, hereby promises to pay to AMBAC ASSURANCE CORPORATION, or to its successor, the sum of One Hundred Million Dollars (\$100,000,000) on June 1, 2020. No interest shall be payable in respect of this Bond.

This Bond is issued to Ambac Assurance Corporation ("Ambac") as security for the payment by the Company of its reimbursement obligations under that certain Insurance Agreement dated as of June 1, 2000 between the Company and Ambac (the "Insurance Agreement"). The Insurance Agreement was entered into in connection with the delivery by Ambac of its Municipal Bond Insurance Policy Number 17386BE insuring certain payments of principal of, and interest on, certain bonds (the "Clark County Bonds") issued under Indenture of Trust No. 1 between Clark County, Nevada and The Bank of New York, as Trustee (the "Clark County Indenture"). The proceeds of the Clark County Bonds have been loaned to the Company pursuant to a Financing Agreement No. 1 dated as of June 1, 2000 between Clark County, Nevada and the Company (the "Clark County Agreement"). This Bond shall be held by Ambac subject to the terms of the Pledge Agreement dated as of July 27, 2001 between Ambac Assurance Corporation and the Company.

Notwithstanding any other provision of this Bond, no principal shall be due and payable on this Bond unless and until an Event of Default shall have occurred under Section 4.01 of the Insurance Agreement by reason of a failure by the Company to pay its reimbursement obligations under Section 2.01 of the Insurance Agreement. If such an Event of Default under the Insurance Agreement shall occur, it shall be deemed to be a default, for purposes of Section

13.02(b) of the Indenture, in the payment of an amount of principal of this Bond equal to the amount of such unpaid reimbursement obligation.

This Bond is the single registered bond evidencing the bonds of a series (herein sometimes referred to as the "Bonds of the BB Series") of an authorized issue of bonds of the Company, known as First Mortgage Bonds, not limited as to maximum aggregate principal amount except as otherwise provided in the Indenture hereinafter mentioned, all issued or issuable in one or more series (which several series may be of different denominations, dates and tenor) under and equally and ratably secured (except insofar as any sinking fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for other bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated as of 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
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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
Twenty-Fifth Supplemental Indenture	as of January 1, 1993
Twenty-Sixth Supplemental Indenture	as of May 1, 1995
Twenty-Seventh Supplemental Indenture	as of July 1, 1999
Twenty-Eighth Supplemental Indenture	as of July 1, 2001

(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 of Series BB 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 BB are described in said Twenty-Eighth Supplemental Indenture dated as of July 1, 2001 ("Twenty-Eighth Supplemental Indenture") executed by the Company to Bankers Trust Company, as Trustee, and are issuable as single registered bonds.

Said Indenture, among other things, provides that no bondholder or bondholders may institute any suit, action or proceeding for the collection of this Bond, or claim for interest thereon, or to enforce the lien of said Indenture, if and to the extent that the institution or prosecution thereof or the entry of a judgment or a decree therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of said Indenture upon any property subject thereto.

This Bond shall be deemed to be prepaid at any time if and to the extent that (1) the Company shall elect to prepay installments payable under Section 8.1 of the Clark County Agreement and to cause the Clark County Bonds to be redeemed, in whole or in part, pursuant to Section 3.01(A)(5) of the Clark County Indenture, or (2) subject to Section 11.03 of the Indenture, the Company shall be obligated to prepay installments payable under Sections 11.03 and 11.07 of the Clark County Agreement and to cause the Clark County Bonds to be redeemed, in whole or in part, upon the occurrence of an event specified in Section 3.01(B) of the Clark County Indenture. In any such event this Bond shall be deemed to be prepaid by the Company, in whole or in identical part, as the case may be, at 100% of the unpaid principal amount thereof so prepaid.

Without limiting the foregoing, this Bond shall also be deemed to be prepaid by the Company, in whole at any time or in part from time to time, if and to the extent that the Company shall have elected to prepay installments under the Clark County Agreement of like principal amount as the Clark County Bonds that it elects to redeem in accordance with Section 3.01(A) of the Clark County Indenture. Such redemption shall be at the amounts, at the times and in the manner provided in Article III of the Clark County Indenture.

In event of such prepayment of the Clark County Bonds, the Company shall notify Ambac and the Trustee that a like principal amount of this bond shall be deemed to have been prepaid. Ambac shall surrender this bond to the Trustee upon the expiration of the Insurance Agreement.

In case all or substantially all of the electric properties of the Company are sold to or taken through the exercise of the right of eminent domain or the right to purchase by any

municipal or governmental body or agency 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 BB then outstanding for 100% of the principal amount thereof.

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 BB 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 Company and the Trustee and any paying agent may deem and treat the person in whose name this Bond shall be registered upon the bond register for the Bonds of the BB Series as the absolute owner of such Bond for the purpose of receiving payment of or on account of the principal of and interest on this Bond and for all other purposes, whether or not this Bond be overdue, and neither the Company nor the Trustee nor any paying agent shall be affected by any notice to the contrary; and all such payments so made to such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid.

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

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.

Each registered owner hereof by his acceptance hereof waives any right to exchange any unpaid portion of this Bond for another Bond under Section 10.01 of the Indenture.

This Bond has not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in contravention of said Act and is not transferable except to a successor to Ambac under the Insurance Agreement.

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

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

NEVADA POWER COMPANY

Dated: July __, 2001

By: _____
Treasurer

Attest:

Secretary

AUTHENTICATION CERTIFICATE

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

BANKERS TRUST COMPANY, AS TRUSTEE

By _____
Authorized Signatory

§ 1.04 The Bonds of Series CC shall be evidenced by a single registered Bond in the principal amount and denomination of Fifteen Million Dollars (\$15,000,000), shall be dated July 27, 2001, shall mature October 1, 2009 and shall bear no interest, which may be executed by the Company and delivered to the Trustee for authentication and delivery. The principal of all Bonds of Series CC shall be payable at the office of the Trustee in New York, New York.

The single Bond of the Series CC shall be numbered 1 and shall upon issuance be delivered by the Company to and registered in the name of Ambac and shall be transferable only as required to effect an assignment thereof to a successor-in-interest of Ambac under the Insurance Agreement. This bond is issued to Ambac as security for the payment by the Company of its reimbursement obligations under the Insurance Agreement, which was entered into in connection with the delivery by Ambac of its Municipal Bond Insurance Policy Number 17387BE insuring certain payments of principal of, and interest on, certain bonds (the "2000B Clark County Bonds") issued under Indenture of Trust No. 2 dated as of June 1, 2000 between Clark County, Nevada and The Bank of New York, as Trustee. The proceeds of the 2000B Clark County Bonds were loaned to the Company pursuant to a Financing Agreement No. 2 dated as of June 1, 2000 between Clark County, Nevada and the Company. The single Bond of the CC Series shall be held by Ambac subject to the terms of the Pledge Agreement dated as of July 27, 2001 between Ambac and the Company.

Bonds issued upon transfer shall be numbered from 2 upwards and issued in the same \$15,000,000 denomination but, to the extent that payments of principal shall theretofore have been made on the Bonds of the CC Series, the registered holder thereof shall duly note on the Bond of the CC Series a like amount of principal in the Schedule of Prepayments to such bond and upon any transfer of said Bond, the Schedule of Prepayments shall transfer to the subsequent issued bond.

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

[FORM OF BOND OF SERIES CC]

NEVADA POWER COMPANY

FIRST MORTGAGE BOND, SERIES CC DUE 2009

Due October 1, 2009

No. CC-1

\$15,000,000

NEVADA POWER COMPANY, a Nevada corporation (hereinafter sometimes called the "Company" which term shall include any successor corporation as defined in the Indenture referred to below), for value received, hereby promises to pay to AMBAC ASSURANCE CORPORATION, or to its successor, the sum of Fifteen Million Dollars (\$15,000,000) on October 1, 2009. No interest shall be payable in respect of this Bond.

This Bond is issued to Ambac Assurance Corporation ("Ambac") as security for the payment by the Company of its reimbursement obligations under that certain Insurance Agreement dated as of June 1, 2000 between the Company and Ambac (the "Insurance Agreement"). The Insurance Agreement was entered into in connection with the delivery by Ambac of its Municipal Bond Insurance Policy Number 17387BE insuring certain payments of principal of, and interest on, certain bonds (the "Clark County Bonds") issued under Indenture of Trust No. 2 between Clark County, Nevada and The Bank of New York, as Trustee (the "Clark County Indenture"). The proceeds of the Clark County Bonds have been loaned to the Company pursuant to a Financing Agreement No. 2 dated as of June 1, 2000 between Clark County, Nevada and the Company (the "Clark County Agreement"). This Bond shall be held by Ambac subject to the terms of the Pledge Agreement dated as of July 27, 2001 between Ambac Assurance Corporation and the Company.

Notwithstanding any other provision of this Bond, no principal shall be due and payable on this Bond unless and until an Event of Default shall have occurred under Section 4.01 of the Insurance Agreement by reason of a failure by the Company to pay its reimbursement obligations under Section 2.01 of the Insurance Agreement. If such an Event of Default under the Insurance Agreement shall occur, it shall be deemed to be a default, for purposes of Section 13.02(b) of the Indenture, in the payment of an amount of principal of this Bond equal to the amount of such unpaid reimbursement obligation.

This Bond is the single registered bond evidencing the bonds of a series (herein sometimes referred to as the "Bonds of the CC Series") of an authorized issue of bonds of the Company, known as First Mortgage Bonds, not limited as to maximum aggregate principal amount except as otherwise provided in the Indenture hereinafter mentioned, all issued or issuable in one or more series (which several series may be of different denominations, dates and tenor) under and equally and ratably secured (except insofar as any sinking fund, established in accordance with the provisions of the Indenture hereinafter mentioned, may afford additional security for other bonds of any particular series) by an Indenture of Mortgage and Deed of Trust dated as of 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
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Twenty-Third Supplemental Indenture	as of October 1, 1992
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Twenty-Sixth Supplemental Indenture	as of May 1, 1995
Twenty-Seventh Supplemental Indenture	as of July 1, 1999
Twenty-Eighth Supplemental Indenture	as of July 1, 2001

(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 of Series CC 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 CC are described in said Twenty-Eighth Supplemental Indenture dated as of July 1, 2001 ("Twenty-Eighth Supplemental Indenture") executed by the Company to Bankers Trust Company, as Trustee, and are issuable as single registered bonds.

Said Indenture, among other things, provides that no bondholder or bondholders may institute any suit, action or proceeding for the collection of this Bond, or claim for interest thereon, or to enforce the lien of said Indenture, if and to the extent that the institution or prosecution thereof or the entry of a judgment or a decree therein would, under applicable law, result in the surrender, impairment, waiver or loss of the lien of said Indenture upon any property subject thereto.

This Bond shall be deemed to be prepaid at any time if and to the extent that (1) the Company shall elect to prepay installments payable under Section 8.1 of the Clark County Agreement and to cause the Clark County Bonds to be redeemed, in whole or in part, pursuant to Section 3.01(A)(5) of the Clark County Indenture, or (2) subject to Section 11.03 of the Indenture, the Company shall be obligated to prepay installments payable under Sections 11.03 and 11.07 of the Clark County Agreement and to cause the Clark County Bonds to be redeemed,

in whole or in part, upon the occurrence of an event specified in Section 3.01(B) of the Clark County Indenture. In any such event this Bond shall be deemed to be prepaid by the Company, in whole or in identical part, as the case may be, at 100% of the unpaid principal amount thereof so prepaid.

Without limiting the foregoing, this Bond shall also be deemed to be prepaid by the Company, in whole at any time or in part from time to time, if and to the extent that the Company shall have elected to prepay installments under the Clark County Agreement of like principal amount as the Clark County Bonds that it elects to redeem in accordance with Section 3.01(A) of the Clark County Indenture. Such redemption shall be at the amounts, at the times and in the manner provided in Article III of the Clark County Indenture.

In event of such prepayment of the Clark County Bonds, the Company shall notify Ambac and the Trustee that a like principal amount of this bond shall be deemed to have been prepaid. Ambac shall surrender this bond to the Trustee upon the expiration of the Insurance Agreement.

In case all or substantially all of the electric properties of the Company are sold to or taken through the exercise of the right of eminent domain or the right to purchase by any municipal or governmental body or agency 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 CC then outstanding for 100% of the principal amount thereof.

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 CC 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 Company and the Trustee and any paying agent may deem and treat the person in whose name this Bond shall be registered upon the bond register for the Bonds of the CC Series as the absolute owner of such Bond for the purpose of receiving payment of or on account of the principal of and interest on this Bond and for all other purposes, whether or not this Bond be overdue, and neither the Company nor the Trustee nor any paying agent shall be affected by any notice to the contrary; and all such payments so made to such registered owner or upon his order

shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid.

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

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.

Each registered owner hereof by his acceptance hereof waives any right to exchange any unpaired portion of this Bond for another Bond under Section 10.01 of the Indenture.

This Bond has not been registered under the Securities Act of 1933, as amended, and may not be offered or sold in contravention of said Act and is not transferable except to a successor to Ambac under the Insurance Agreement.

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

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

NEVADA POWER COMPANY

Dated: July __, 2001

By: _____
Treasurer

Attest:

Secretary

AUTHENTICATION CERTIFICATE

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

BANKERS TRUST COMPANY, AS TRUSTEE

By _____
Authorized Signatory

ARTICLE II

AUTHORIZED PRINCIPAL AMOUNT

§ 2.01 Bonds of Series BB 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 BB in excess of One Hundred Million Dollars (\$100,000,000) principal amount (other than Bonds of Series BB which may be so executed, authorized and delivered in lieu of other Bonds of Series BB as authenticated under Article II or Section 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.

§ 2.02 Bonds of Series CC 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 CC in excess of Fifteen Million Dollars (\$15,000,000) principal amount (other than Bonds of Series CC which may be so executed, authorized and delivered in lieu of other Bonds of Series CC as authenticated under Article II or Section 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-Eighth 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 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, the Twenty-Fifth Supplemental Indenture, the Twenty-Sixth Supplemental Indenture and the Twenty-Seventh 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-Eighth 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-Eighth 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-Eighth 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, the Twenty-Fourth Supplemental Indenture, Twenty-Fifth Supplemental Indenture, Twenty-Sixth Supplemental Indenture and the Twenty-Seventh Supplemental Indenture and is in all respects ratified and confirmed and supplemented by this Twenty-Eighth Supplemental Indenture; and the Original Indenture as amended and supplemented shall be read, taken and construed as one and the same instrument.

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

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, said Nevada Power Company has caused this Twenty-Eighth Supplemental Indenture to be executed on its behalf by its Treasurer and its corporate seal to be hereto affixed, and the said seal and this Twenty-Eighth Supplemental Indenture to be attested by its Secretary; and said Bankers Trust Company in evidence of its acceptance of the trust hereby created has caused this Twenty-Eighth Supplemental Indenture to be executed on its behalf by its Vice President and its corporate seal to be hereto affixed and said seal and this Twenty-Eighth Supplemental Indenture to be attested by its Associate, all as of the 1st day of July, 2001.

NEVADA POWER COMPANY

By: *Richard K. Atkinson*
Richard K. Atkinson
Treasurer



William E. Peterson
William E. Peterson
Senior Vice President, General Counsel
and Corporate Secretary

BANKERS TRUST COMPANY, as Trustee

By: _____
Vice President

[SEAL]

ATTEST:

Associate

IN WITNESS WHEREOF, said Nevada Power Company has caused this Twenty-Eighth Supplemental Indenture to be executed on its behalf by its Treasurer and its corporate seal to be hereto affixed, and the said seal and this Twenty-Eighth Supplemental Indenture to be attested by its Secretary; and said Bankers Trust Company in evidence of its acceptance of the trust hereby created has caused this Twenty-Eighth Supplemental Indenture to be executed on its behalf by its Vice President and its corporate seal to be hereto affixed and said seal and this Twenty-Eighth Supplemental Indenture to be attested by its Associate, all as of the 1st day of July, 2001.

NEVADA POWER COMPANY

By: _____

[SEAL]

ATTEST:

BANKERS TRUST COMPANY, as Trustee

By: *Carol Ng*
Carol Ng, Vice President

[SEAL]

ATTEST:

Robert Ransom
Associate

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)
Washoe

On this 13th day of July, 2001, personally appeared before me, a Notary Public in and for said County and State, Richard F. Atkinson and William E. Peterson known to me to be the Treasurer and the Vice President of Pan Company 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.



Jill Nichol

Notary Public

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

On this 25th day of July, 2001, before me personally came Carol Ng, to me known, who, being by me duly sworn, did depose and say that she resides at 246-23 Van Zandt Avenue, Douglaston, New York, 11362; that she is a Vice President of Bankers Trust Company, one of the corporations described in and which executed the above instrument; that she 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 she signed her name thereto by like order.

[Notarial seal]

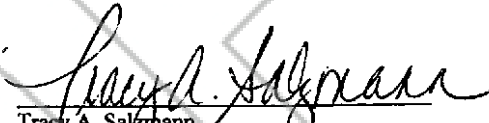

Tracy A. Salzmann
Notary Public, State of New York
Registration #01SA6040727
Qualified in New York County
My Commission Expires April 24, 2002

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, Twenty-Fourth Supplemental Indenture, Twenty-Fifth Supplemental Indenture, Twenty-Sixth Supplemental Indenture and Twenty-Seventh Supplemental Indenture were recorded in Offices of the County Recorders of the States of Nevada, Arizona and Utah as follows:

NEVADA
CLARK COUNTY

	<u>RECORDED</u>	<u>DOC. NO.</u>	<u>RECORDS</u>
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	Q1212	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
Twenty-Fifth Supplemental Indenture	January 11, 1993	00710	Official Records
Twenty-Sixth Supplemental Indenture	May 18, 1995	00625	Official Records
Twenty-Seventh Supplemental Indenture	August 5, 1999	01207	Official Records

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
Twenty-Fifth Supplemental Indenture	January 11, 1993	324817	Official Records
Twenty-Sixth Supplemental Indenture	May 18, 1995	372838	Official Records
Twenty-Seventh Supplemental Indenture	August 5, 1999	475120	Official Records

Lincoln County

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	85,911	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
Twenty-Fifth Supplemental Indenture	January 11, 1993	99782	Official Records
Twenty-Sixth Supplemental Indenture	May 18, 1995	103516	Official Records
Twenty-Seventh Supplemental Indenture	August 5, 1999	113157	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
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
Twenty-Fifth Supplemental Indenture	January 11, 1993	1112	Official Records
Twenty-Sixth Supplemental Indenture	May 18, 1995	1995/7363	Official Records
Twenty-Seventh Supplemental Indenture	August 5, 1999	1999/16074	Official Records

Lincoln County

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. 5, 1970	370	Official Records
Eleventh Supplemental Indenture	Oct. 30, 1972	445	Official Records
Twelfth Supplemental Indenture	Dec. 9, 1974	528	Official Records
Thirteenth Supplemental Indenture	Oct. 19, 1976	606	Official Records
Fourteenth Supplemental Indenture	May 4, 1977	628	Official Records
Fifteenth Supplemental Indenture	Sept. 5, 1978	697	Official Records
Sixteenth Supplemental Indenture	Dec. 4, 1981	862	Official Records
Seventeenth Supplemental Indenture	Aug. 19, 1982	896	Official Records
Eighteenth Supplemental Indenture	Nov. 13, 1986	1125	Official Records
Nineteenth Supplemental Indenture	Oct. 12, 1989	1304	Official Records
Twentieth Supplemental Indenture	April 30, 1992	1471	Official Records
Twenty-First Supplemental Indenture	June 19, 1992	1483	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	1483	Official Records
Twenty-Third Supplemental Indenture	October 26, 1992	1515	Official Records
Twenty-Fourth Supplemental Indenture	October 30, 1992	1517	Official Records
Twenty-Fifth Supplemental Indenture	January 11, 1993	1535	Official Records
Twenty-Sixth Supplemental Indenture	May 18, 1995	95-14068	Official Records
Twenty-Seventh Supplemental Indenture	August 5, 1999	3017077	Official Records

Lincoln County

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	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
Twenty-First Supplemental Indenture	June 19, 1992	92-33181	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	92-33182	Official Records
Twenty-Third Supplemental Indenture	October 26, 1992	92-58584	Official Records
Twenty-Fourth Supplemental Indenture	October 30, 1992	92-59727	Official Records
Twenty-Fifth Supplemental Indenture	January 11, 1993	2160	Official Records
Twenty-Sixth Supplemental Indenture	May 18, 1995	95-25569	Official Records
Twenty-Seventh Supplemental Indenture	August 5, 1999	99047383	Official Records

Lincoln County

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
Twenty-First Supplemental Indenture	June 19, 1992	73283	Official Records
Twenty-Second Supplemental Indenture	June 19, 1992	73284	Official Records
Twenty-Third Supplemental Indenture	October 26, 1992	74584	Official Records
Twenty-Fourth Supplemental Indenture	October 30, 1992	74641	Official Records
Twenty-Fifth Supplemental Indenture	January 11, 1993	75203	Official Records
Twenty-Sixth Supplemental Indenture	May 18, 1995	83330	Official Records
Twenty-Seventh Supplemental Indenture	August 5, 1999	99595	Official Records

Lincoln County

UTAH
WASHINGTON COUNTY

	<u>RECORDED</u>	<u>DOC. NO.</u>	<u>RECORDS</u>
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
Twenty-Fifth Supplemental Indenture	January 11, 1993	423543	Official Records
Twenty-Sixth Supplemental Indenture	May 18, 1995	500264	Official Records
Twenty-Seventh Supplemental Indenture	August 5, 1999	00657403	Official Records

NO. **116700**

FILED AND RECORDED AT REQUEST OF
NEVADA POWER COMPANY
JULY 27, 2001

AT 13 MINUTES PAST 3 O'CLOCK
PM IN BOOK 157 OF OFFICIAL
RECORDS VOLUME 03 LINCOLN

SOUNTY, NEVADA

Julie Rocha
COUNTY RECORDER