

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

**(a) Financial Statements, Financial Statement Schedules and Exhibits**

	<b>Page</b>
1. Financial Statements	
<b>NV Energy, Inc.:</b>	
Consolidated Income Statements for the Years Ended December 31, 2009, 2008 and 2007	87
Consolidated Balance Sheets as of December 31, 2009 and 2008	88
Consolidated Statements of Cash Flows for the Years Ended December 31, 2009, 2008 and 2007	90
Consolidated Statements of Comprehensive Income for the Years Ended December 31, 2009, 2008 and 2007	91
Consolidated Statements of Common Shareholders' Equity for the Years Ended December 31, 2009, 2008 and 2007	92
<b>Nevada Power Company:</b>	
Consolidated Income Statements for the Years Ended December 31, 2009, 2008 and 2007	93
Consolidated Balance Sheets as of December 31, 2009 and 2008	94
Consolidated Statements of Cash Flows for the Years Ended December 31, 2009, 2008 and 2007	96
Consolidated Statements of Comprehensive Income for the Years Ended December 31, 2009, 2008 and 2007	97
Consolidated Statements of Common Shareholder's Equity for the Years Ended December 31, 2009, 2008 and 2007	98
<b>Sierra Pacific Power Company:</b>	
Consolidated Income Statements for the Years Ended December 31, 2009, 2008 and 2007	99
Consolidated Balance Sheets as of December 31, 2009 and 2008	100
Consolidated Statements of Cash Flows for the Years Ended December 31, 2009, 2008 and 2007	102
Consolidated Statements of Comprehensive Income for the Years Ended December 31, 2009, 2008 and 2007	103
Consolidated Statements of Common Shareholder's Equity for the Years Ended December 31, 2009, 2008 and 2007	104
Notes to Financial Statements for NV Energy, Inc., Nevada Power Company and Sierra Pacific Power Company	105
2. Financial Statement Schedules:	
Schedule II - NV Energy, Inc. Consolidated Valuation and Qualifying Accounts	169
Schedule II - Nevada Power Company Consolidated Valuation and Qualifying Accounts	169
Schedule II - Sierra Pacific Power Company Consolidated Valuation and Qualifying Accounts	170
All other schedules have been omitted because they are not required or are not applicable, or the required information is shown in the financial statements or notes thereto. Columns omitted from schedules have been omitted because the information is not applicable.	
3. Exhibits:	
Exhibits are listed in the Exhibit Index on pages 171 to 178.	

## SIGNATURES

Pursuant to the requirements of Section 13 and 15(d) of the Securities Exchange Act of 1934, NV Energy, Inc., Nevada Power Company and Sierra Pacific Power Company (both d/b/a NV Energy) have each duly caused this report to be signed on their behalf by the undersigned, thereunto duly authorized. The signatures for each undersigned company shall be deemed to relate only to matters having reference to such company and any subsidiaries thereof.

NV ENERGY, INC.  
NEVADA POWER COMPANY d/b/a NV ENERGY  
SIERRA PACIFIC POWER COMPANY d/b/a NV ENERGY

By /s/ Michael W. Yackira  
Michael W. Yackira  
Director and  
Chief Executive Officer (Principal Executive Officer)  
February 19, 2010

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of NV Energy, Inc., Nevada Power Company and Sierra Pacific Power Company (both d/b/a NV Energy) and in the capacities indicated on the 19th day of February, 2010.

/s/ E. Kevin Bethel  
E. Kevin Bethel  
Chief Accounting Officer (Principal Accounting Officer)  
Interim Chief Financial Officer (Principal Financial Officer)

/s/ Joseph B. Anderson, Jr.  
Joseph B. Anderson, Jr.  
Director

/s/ Glenn C. Christenson  
Glenn C. Christenson  
Director

/s/ Susan F. Clark  
Susan F. Clark  
Director

/s/ Theodore J. Day  
Theodore J. Day  
Director

/s/ Stephen E. Frank  
Stephen E. Frank  
Director

/s/ Brian J. Kennedy  
Brian J. Kennedy  
Director

/s/ Maureen T. Mullarkey  
Maureen T. Mullarkey  
Director

/s/ John F. O'Reilly  
John F. O'Reilly  
Director

/s/ Philip G. Satre  
Philip G. Satre  
Director and Chairman of the Board

/s/ Donald D. Snyder  
Donald D. Snyder  
Director

/s/ Michael W. Yackira  
Michael W. Yackira  
Director and  
Chief Executive Officer (Principal Executive Officer)

**NV Energy, Inc.**  
**Schedule II - Consolidated Valuation and Qualifying Accounts**  
**For The Years Ended December 31, 2009, 2008 and 2007**  
**(Dollars in Thousands)**

	<u>Provision for Uncollectible Accounts</u>
Balance at January 1, 2007	\$ 39,571
Provision charged to income	10,495
Amounts written off, less recoveries	(13,921)
Balance at December 31, 2007	<u>\$ 36,145</u>
Balance at January 1, 2008	\$ 36,145
Provision charged to income	16,686
Amounts written off, less recoveries	(19,947)
Balance at December 31, 2008	<u>\$ 32,884</u>
Balance at January 1, 2009	\$ 32,884
Provision charged to income	21,839
Amounts written off, less recoveries	(22,382)
Balance at December 31, 2009	<u>\$ 32,341</u>

**Nevada Power Company**  
**Schedule II - Consolidated Valuation and Qualifying Accounts**  
**For The Years Ended December 31, 2009, 2008 and 2007**  
**(Dollars in Thousands)**

	<u>Provision for Uncollectible Accounts</u>
Balance at January 1, 2007	\$ 32,834
Provision charged to income	9,269
Amounts written off, less recoveries	(11,711)
Balance at December 31, 2007	<u>\$ 30,392</u>
Balance at January 1, 2008	\$ 30,392
Provision charged to income	16,858
Amounts written off, less recoveries	(16,629)
Balance at December 31, 2008	<u>\$ 30,621</u>
Balance at January 1, 2009	\$ 30,621
Provision charged to income	17,519
Amounts written off, less recoveries	(18,765)
Balance at December 31, 2009	<u>\$ 29,375</u>

**Sierra Pacific Power Company**  
**Schedule II - Consolidated Valuation and Qualifying Accounts**  
**For The Years Ended December 31, 2009, 2008 and 2007**  
**(Dollars in Thousands)**

	<u>Provision for Uncollectible Accounts</u>
Balance at January 1, 2007	\$ 6,737
Provision charged to income	1,226
Amounts written off, less recoveries	(2,210)
Balance at December 31, 2007	<u>\$ 5,753</u>
Balance at January 1, 2008	\$ 5,753
Provision charged to income	(173)
Amounts written off, less recoveries	(3,318)
Balance at December 31, 2008	<u>\$ 2,262</u>
Balance at January 1, 2009	\$ 2,262
Provision charged to income	4,321
Amounts written off, less recoveries	(3,617)
Balance at December 31, 2009	<u>\$ 2,966</u>

## 2009 FORM 10-K EXHIBIT INDEX

### (a) Exhibits Index

Certain of the following exhibits with respect to NV Energy, Inc. and its subsidiaries, Nevada Power Company d/b/a NV Energy, Sierra Pacific Power Company d/b/a NV Energy, Lands of Sierra, Inc., Sierra Pacific Energy Company and Sierra Water Development Company, are filed herewith. Certain other of such exhibits have heretofore been filed with the SEC and are incorporated herein by reference.

(\* filed herewith)

### (3) NV Energy, Inc.

- Restated Articles of Incorporation of NV Energy, Inc. effective December 23, 2008, as amended (filed as Exhibit 3.1 to Form 10-Q for the quarter ended March 31, 2009).
- By-laws of NV Energy, Inc., as amended through May 1, 2009, (filed as Exhibit 3.2 to Form 10-Q for the quarter ended March 31, 2009).

### Nevada Power Company

- Restated Articles of Incorporation of Nevada Power Company, dated July 28, 1999 (filed as Exhibit 3(B) to Form 10-K for year ended December 31, 1999).
- Amended and Restated By-Laws of Nevada Power Company dated July 28, 1999 (filed as Exhibit 3(C) to Form 10-K for year ended December 31, 1999).

### Sierra Pacific Power Company

- Restated Articles of Incorporation of Sierra Pacific Power Company dated October 25, 2006 (filed as Exhibit 3.1 to Form 10-Q for the quarter ended September 30, 2006).
- By-laws of Sierra Pacific Power Company, as amended through November 13, 1996 (filed as Exhibit (3)(A) to Form 10-K for the year ended December 31, 1996).

### (4) NV Energy, Inc.

- Indenture between NV Energy, Inc. (under its former name, Sierra Pacific Resources) and The Bank of New York, dated May 1, 2000, for the issuance of debt securities (filed as Exhibit 4.1 to Form 8-K dated May 22, 2000).
- \*(4.1) Agreement of Resignation, Appointment and Acceptance dated November 6, 2009 by and among NV Energy, Inc., The Bank of New York Mellon and The Bank of New York Trust Company, N.A.
- Officers' Certificate dated August 12, 2005, establishing the terms of NV Energy, Inc.'s (under its former name, Sierra Pacific Resources) 6 3/4% Senior Notes due 2017 (filed as Exhibit 4.1 to Form 10-Q for the quarter ended September 30, 2005).
- Form of NV Energy, Inc.'s (under its former name, Sierra Pacific Resources) 6 3/4% Senior Notes due 2017 (filed as Exhibit 4.2 to Form 10-Q for the quarter ended September 30, 2005).
- Officers' Certificate dated June 14, 2005, establishing the terms of NV Energy, Inc.'s (under its former name, Sierra Pacific Resources) 7.803% Senior Notes due 2012 (filed as Exhibit 99.1 to Form 8-K dated June 16, 2005).
- Indenture, dated March 19, 2004, between NV Energy, Inc. (under its former name, Sierra Pacific Resources) and the Bank of New York, as Trustee, in connection with the issuance of 8 5/8% Senior Notes due 2014 (filed as Exhibit 4.1 to Form 10-Q for the quarter ended March 31, 2004).
- Form of NV Energy, Inc.'s (under its former name, Sierra Pacific Resources) 8 5/8% Senior Notes due 2014 (filed as Exhibit 4.1 to Form 10-Q for the quarter ended March 31, 2004).

## Nevada Power Company

- General and Refunding Mortgage Indenture, dated May 1, 2001, between Nevada Power Company and The Bank of New York, as Trustee (filed as Exhibit 4.1(a) to Form 10-Q for the quarter ended June 30, 2001).
- \*(4.2) Agreement of Resignation, Appointment and Acceptance dated November 6, 2009 by and among Nevada Power Company d/b/a NV Energy, The Bank of New York Mellon and The Bank of New York Trust Company, N.A.
- First Supplemental Indenture, dated as of May 1, 2001, establishing Nevada Power Company's 8.25% General and Refunding Mortgage Bonds, Series A, due June 1, 2011 (filed as Exhibit 4.1(b) to Form 10-Q for the quarter ended June 30, 2001).
- Officer's Certificate establishing the terms of Nevada Power Company's 8.25% General and Refunding Mortgage Bonds, Series A, due June 1, 2011 (filed as Exhibit 4.1(c) to Form 10-Q for the quarter ended June 30, 2001).
- Form of Nevada Power Company's 8.25% General and Refunding Mortgage Bonds, Series A, due June 1, 2011 (filed as Exhibit 4.1(d) to Form 10-Q for the quarter ended June 30, 2001).
- Officer's Certificate establishing the terms of Nevada Power Company's 6 1/2% General and Refunding Mortgage Notes, Series I, due 2012 (filed as Exhibit 4.1 to Form 10-Q for quarter ended June 30, 2004).
- Form of Nevada Power Company's 6 1/2% General and Refunding Mortgage Notes, Series I due 2012 (filed as Exhibit 4.2 to Form 10-Q for quarter ended June 30, 2004).
- Officer's Certificate establishing the terms of Nevada Power Company's 5 7/8% General and Refunding Mortgage Notes, Series L, due 2015 (filed as Exhibit 4(A) to Form 10-K filed for year ended December 31, 2005).
- Form of Nevada Power Company's 5 7/8% General and Refunding Mortgage Notes, Series L, due 2015 (filed as Exhibit 4(B) to Form 10-K filed for year ended December 31, 2005).
- Officer's Certificate establishing the terms of Nevada Power Company's 5.95% General and Refunding Mortgage Notes, Series M, due 2016 (filed as Exhibit 4(A) to Form 10-K for the year ended December 31, 2005).
- Form of Nevada Power Company's 5.95% General and Refunding Mortgage Notes, Series M, due 2016 (filed as Exhibit 4(B) to Form 10-K for the year ended December 31, 2005).
- Officer's Certificate establishing the terms of Nevada Power Company's 6.650% General and Refunding Mortgage Notes, Series N, due 2036 (filed as Exhibit 4.1 to Form 10-Q for the quarter ended March 31, 2006).
- Form of Nevada Power Company's 6.650% General and Refunding Mortgage Notes, Series N, due 2036 (filed as Appendix A to Exhibit 4.1 to Form 10-Q for the quarter ended March 31, 2006).
- Officer's Certificate establishing the terms of Nevada Power Company's 6.50% General and Refunding Mortgage Notes, Series O, due 2018 (filed as Exhibit 4.7 to Form S-4 filed June 7, 2006).
- Form of Nevada Power Company's 6.50% General and Refunding Mortgage Notes, Series O, due 2018 (filed as Appendix A to Exhibit 4.7 to Form S-4 filed June 7, 2006).
- Officer's Certificate establishing the terms of Nevada Power Company's 6.750% General and Refunding Mortgage Notes, Series R, due 2037 (filed as Exhibit 4.1 to Form 8-K dated June 27, 2007).
- Form of Nevada Power Company's 6.750% General and Refunding Mortgage Notes, Series R, due 2037 (filed as Appendix A to Exhibit 4.1 to Form 8-K dated June 27, 2007).
- Officer's Certificate establishing the terms of Nevada Power Company's 6.50% General and Refunding Mortgage Notes, Series S, due 2018 (filed as Exhibit 4.1 to Form 8-K dated July 28, 2008).
- Form of Nevada Power Company's 6.50% General and Refunding Mortgage Notes, Series S, due 2018 (filed as Appendix A to Exhibit 4.1 to Form 8-K dated July 28, 2008).
- Officer's Certificate establishing the terms of Nevada Power Company d/b/a NV Energy's 7.375% General and Refunding Mortgage Notes, Series U, due 2014 (filed as Exhibit 4.1 to Form 8-K dated January 8, 2009).

- Form of Nevada Power Company d/b/a NV Energy's 7.375% General and Refunding Mortgage Notes, Series U, due 2014 (filed as Appendix A to Exhibit 4.1 to Form 8-K dated January 8, 2009).
- Officer's Certificate establishing the terms of Nevada Power Company d/b/a NV Energy's 7.125% General and Refunding Mortgage Notes, Series V, due 2019 (filed as Exhibit 4.1 to Form 8-K dated February 25, 2009).
- Form of Nevada Power Company d/b/a NV Energy's 7.125% General and Refunding Mortgage Notes, Series V, due 2019 (filed as Appendix A to Exhibit 4.1 to Form 8-K dated February 25, 2009).

#### **Sierra Pacific Power Company**

- General and Refunding Mortgage Indenture, dated as of May 1, 2001, between Sierra Pacific Power Company and The Bank of New York as Trustee (filed as Exhibit 4.2(a) to Form 10-Q for the quarter ended June 30, 2001).
- Second Supplemental Indenture, dated as of October 30, 2006, to subject additional properties of Sierra Pacific Power Company located in the State of California to the lien of the General and Refunding Mortgage Indenture and to correct defects in the original Indenture (filed as Exhibit 4(A) to Form 10-K for the year ended December 31, 2006).
- \*(4.3) Agreement of Resignation, Appointment and Acceptance dated November 6, 2009 by and among Sierra Pacific Power Company d/b/a NV Energy, The Bank of New York Mellon and The Bank of New York Trust Company, N.A.
- Officer's Certificate establishing the terms of Sierra Pacific Power Company's 6 1/4% General and Refunding Mortgage Bonds, Series H, due 2012 (filed as Exhibit 4.4 to Form 10-Q for the quarter ended March 31, 2004).
- Form of Sierra Pacific Power Company's 6 1/4% General and Refunding Mortgage Bonds, Series H, due 2012 (filed as Exhibit 4.5 to Form 10-Q for the quarter ended March 31, 2004).
- Officer's Certificate establishing the terms of Sierra Pacific Power Company's 6% General and Refunding Mortgage Notes, Series M, due 2016 (filed as Exhibit 4.4 to Form 10-Q for the quarter ended March 31, 2006).
- Form of First Supplemental Officer's Certificate establishing the terms of Sierra Pacific Power Company's 6% General and Refunding Mortgage Notes, Series M, Due 2016 (filed as Exhibit 4.2 to Form 8-K dated August 18, 2009).
- Form of Sierra Pacific Power Company's 6% General and Refunding Mortgage Notes, Series M, due 2016 (filed as Appendix A to Exhibit 4.2 to Form 8-K dated August 18, 2009).
- Officer's Certificate establishing the terms of Sierra Pacific Power Company's 6.750% General and Refunding Mortgage Notes, Series P, due 2037 (filed as Exhibit 4.2 to Form 8-K dated June 27, 2007).
- Form of Sierra Pacific Power Company's 6.750% General and Refunding Mortgage Notes, Series P, due 2037 (filed as Appendix A to Exhibit 4.2 to Form 8-K dated June 27, 2007).
- Officer's Certificate establishing the terms of Sierra Pacific Power Company's 5.45% General and Refunding Mortgage Notes, Series Q, due 2013 (filed as Exhibit 4.1 to Form 8-K dated August 28, 2008).
- Form of Sierra Pacific Power Company's 5.45% General and Refunding Mortgage Notes, Series Q, due 2013 (filed as Appendix A to Exhibit 4.1 to Form 8-K dated August 28, 2008).

#### **(10) NV Energy, Inc.**

- Written description of employment arrangement for Jeffrey L. Ceccarelli (filed as Exhibit 10(C) to Form 10-K for year ended December 31, 2007).
- Employment Letter dated May 9, 2007 for Michael W. Yackira (filed as Exhibit 10(D) to Form 10-K for year ended December 31, 2007).
- Paul J. Kaleta Employment Letter dated January 9, 2006 (filed as Exhibit 10(A) to Form 10-K for the year ended December 31, 2005).

- Roberto Denis Employment Letter dated July 11, 2003 (filed as Exhibit 10(B) to Form 10-K for the year ended December 31, 2003).
- NV Energy, Inc. (under its former name, Sierra Pacific Resources) Executive Change of Control Policy, effective January 1, 2008 (filed as Exhibit 10.1 to Form 10-K for the year ended December 31, 2008).
- NV Energy, Inc. (under its former name, Sierra Pacific Resources) Amended and Restated 2004 Executive Long-Term Incentive Plan (filed as Appendix A to 2008 Proxy Statement).
- NV Energy, Inc. (under its former name, Sierra Pacific Resources) 2003 Non-Employee Director Stock Plan, as amended (filed as Exhibit 99.2 to Form S-8 dated October 19, 2007).
- \* (10.1) NV Energy, Inc. Amended and Restated Employee Stock Purchase Plan.
- \* (10.2) Separation Agreement dated February 17, 2010, between NV Energy, Inc. and William D. Rogers.

### **Nevada Power Company**

- Collective Bargaining Agreement dated as of February 1, 2008, effective through February 1, 2011, between Nevada Power Company and the International Brotherhood of Electrical Workers Local Union No. 396 (filed as Exhibit 10.2 to Form 10-K for the year ended December 31, 2008).
- Asset Purchase Agreement dated April 21, 2008, between Reliant Energy Wholesale Generation, LLC, Reliant Energy Asset Management, LLC and Nevada Power Company (filed as Exhibit 10.1 to Form 10-Q for the quarter ended June 30, 2008).
- Joint Tenant Contract, dated September 18, 2007, between Nevada Power Company as Tenant, and Beltway Business Park Warehouse No. 2, LLC as Owner, relating to Nevada Power Company's South Operations Center facility (filed as Exhibit 10.1 to Form 10-Q for the quarter ended September 30, 2007).
- Lease, dated December 11, 2006, between Nevada Power Company as lessee and Beltway Business Park Warehouse No. 2, LLC as lessor, relating to Nevada Power Company's South Operations Center facility (filed as Exhibit 10(A) to Form 10-K for the year ended December 31, 2006).
- Second Amended and Restated Credit Agreement, dated as of November 4, 2005, among Nevada Power Company, Wachovia Bank, as administrative agent, the Lenders from time to time party thereto and the other parties named therein (filed as Exhibit 10.1 to Form 10-Q for the quarter ended September 30, 2005).
- Amendment and Consent, dated April 19, 2006, to the Second Amended and Restated Credit Agreement, dated November 4, 2005, among Nevada Power Company, Wachovia Bank, National Association, as Administrative Agent, the Lenders from time to time party thereto and the other parties named therein (filed as Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2006).
- Second Amendment, dated November 25, 2008, to the Second Amended and Restated Credit Agreement, dated November 4, 2005, among Nevada Power Company, Wachovia Bank, National Association, as Administrative Agent, the Lenders from time to time party thereto and the other parties named therein (filed as Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2009) .
- Third Amendment, dated December 11, 2008, to the Second Amended and Restated Credit Agreement dated November 4, 2005, among Nevada Power Company, Wachovia Bank, National Association, as Administrative Agent, the Lenders from time to time party thereto and the other parties named therein (filed as Exhibit 10.3 to Form 10- ~~K~~ for the year ended December 31, 2008) .
- Fourth Amendment, dated February 10, 2009, to the Second Amended and Restated Credit Agreement dated November 4, 2005, among Nevada Power Company, Wachovia Bank, National Association, as Administrative Agent, the Lenders from time to time party thereto and the other parties named therein (filed as Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2009) .
- Financing Agreement between Coconino County, Arizona Pollution Control Corporation and Nevada Power Company, dated August 1, 2006 (relating to Coconino County, Arizona \$13,000,000 Pollution Control Corporation Refunding Revenue Bonds Series 2006 B) (filed as Exhibit 10.3 to Form 10- Q for the quarter ended September 30, 2006) .
- Financing Agreement between Coconino County, Arizona Pollution Control Corporation and Nevada Power Company, dated August 1, 2006 (relating to Coconino County, Arizona \$40,000,000 Pollution Control Corporation Refunding Revenue Bonds Series 2006 A) (filed as Exhibit 10.2 to Form 10- Q for the quarter ended September 30, 2006) .
- Financing Agreement No. 1 between Clark County, Nevada and Nevada Power Company , dated June 1, 2000 (Series 2000 A) (filed as Exhibit 10(O) to Form 10-K for the year ended December 31, 2000) .



- Financing Agreement between Clark County, Nevada and Nevada Power Company dated October 1, 1995 (relating to Clark County, Nevada \$ 76,750,000 Industrial Development Revenue Bonds, Series 1995 A ) (filed as Exhibit 10.75 to Form 10-K, File No. 1-4698, for the year ended December 31, 1995).
- Financing Agreement between Clark County, Nevada and Nevada Power Company dated October 1, 1995 (relating to Clark County, Nevada \$ 85,000,000 Industrial Development Refunding Revenue Bonds, Series 1995 ~~C~~B ) (filed as Exhibit 10.76 to Form 10-K, File No. 1- 4698, for the year ended December 31, 1995).
- Financing Agreement between Clark County, Nevada and Nevada Power Company dated October 1, 1995 (relating to Clark County, Nevada \$ 76,750,000 Industrial Development Revenue Bonds, Series 1995A and \$44,000,000 Industrial Development Refunding Revenue Bonds, Series 1995 C ) (filed as Exhibit 10.77 to Form 10-K, File No. 1- 1698, for the year ended December 31, 1995).
- Financing Agreement between Clark County, Nevada and Nevada Power Company dated October 1, 1995 (relating to Clark County, Nevada \$20,300,000 Pollution Control Refunding Revenue Bonds, Series 1995D ) (filed as Exhibit 10.78 to Form 10-K, File No. 1- 4698, for the year ended December 31, 1995 ).
- Participation Agreement Reid Gardner Unit No. 4 dated July 11, 1979 between Nevada Power Company and California Department of Water Resources (filed as Exhibit 5.34 to Form S-7, File No. 2-65097).
- Amended Mohave Project Coal Slurry Pipeline Agreement dated May 26, 1976 between Peabody Coal Company and Black Mesa Pipeline, Inc. (Exhibit B to Exhibit 10.18) (filed as Exhibit 5.36 to Form S-7, File No. 2-56356).
- Navajo Project Co-Tenancy Agreement dated March 23, 1976 between Nevada Power Company, Arizona Public Service Company, Department of Water and Power of the City of Los Angeles, Salt River Project Agricultural Improvement and Power District, Tucson Gas & Electric Company and the United States of America (filed as Exhibit 5.31 to Form 8-K, File No. 1-4696, April 1974).
- Mohave Operating Agreement dated July 6, 1970 between Nevada Power Company, Salt River Project Agricultural Improvement and Power District, Southern California Edison Company and Department of Water and Power of the City of Los Angeles (filed as Exhibit 13.26F to Form S-1, File No. 2-38314).
- Eldorado System Conveyance and Co-Tenancy Agreement dated December 20, 1967 between Nevada Power Company and Salt River Project Agricultural Improvement and Power District and Southern California Edison Company (filed as Exhibit 13.30 to Form S-9, File No. 2-28348).
- Mohave Project Plant Site Conveyance and Co-Tenancy Agreement dated May 29, 1967 between Nevada Power Company and Salt River Project Agricultural Improvement and Power District and Southern California Edison Company (filed as Exhibit 13.27 to Form S-9, File No. 2-28348).
- Settlement Agreement dated December 19, 2003, between Nevada Power Company, Pinnacle West Energy Corporation and Southern Nevada Water Authority (filed as Exhibit 10(G) to Form 10-K for the year ended December 31, 2003).
- Sublease Agreement between Powveg Leasing Corp., as Lessor and Nevada Power Company as lessee, dated January 1, 1984 for lease of administrative headquarters (the primary term of the sublease ends in 2014 and the lessee has the option to extend the term up to 25 additional years) (filed as Exhibit 10.31 to Form 10-K, File No. 1-4698, for the year ended December 31, 1983).

## Sierra Pacific Power Company

- Financing Agreement dated April 1, 2007 between Washoe County and Sierra Pacific Power Company (relating to Washoe County, Nevada \$40,000,000 Water Facilities Control Refunding Revenue Bonds (Sierra Pacific Power Company Project) Series 2007A) (filed as Exhibit 10.1 to Form 10-Q for the quarter ended March 31, 2007).
- Financing Agreement dated April 1, 2007 between Washoe County and Sierra Pacific Power Company (relating to Washoe County, Nevada \$40,000,000 Water Facilities Control Refunding Revenue Bonds (Sierra Pacific Power Company Project) Series 2007B) (filed as Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2007).
- Collective Agreement, amended as of March 5, 2007, between Sierra Pacific Power Company and Local Union 1245 of the International Brotherhood of Electrical Workers (filed as Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2007)
- Amended and Restated Credit Agreement, dated as of November 4, 2005 among Sierra Pacific Power Company, Wachovia Bank, National Association, as administrative agent, the Lenders from time to time party thereto and the other parties named therein (filed as Exhibit 10.2 to Form 10-Q for the quarter ended September 30, 2005).
- Amendment and Consent, dated April 19, 2006, to the Amended and Restated Credit Agreement, dated November 4, 2005, among Sierra Pacific Power Company, Wachovia Bank, National Association, as Administrative Agent, the Lenders from time to time party thereto and the other parties named therein (filed as Exhibit 10.2 to Form 10-Q for the quarter ended March 31, 2006).
- Second Amendment, dated November 25, 2008, to the Amended and Restated Credit Agreement, dated November 4, 2005, among Sierra Pacific Power Company, Wachovia Bank, National Association, as Administrative Agent, the Lenders from time to time party thereto and the other parties named therein (filed as Exhibit 10.3 to Form 10-Q for the quarter ended March 31, 2009).
- Third Amendment, dated February 10, 2009, to the Amended and Restated Credit Agreement, dated November 4, 2005, among Sierra Pacific Power Company, Wachovia Bank, National Association, as Administrative Agent, the Lenders from time to time party thereto and the other parties named therein (filed as Exhibit 10.4 to Form 10-Q for the quarter ended March 31, 2009).
- Financing Agreement dated November 1, 2006 between Humboldt County, Nevada and Sierra Pacific Power Company dated November 1, 2006 (relating to Humboldt County, Nevada \$49,750,000 Pollution Control Refunding Revenue Bonds (Sierra Pacific Power Company Project) Series 2006) (filed as Exhibit 10(B) to Form 10-K for the year ended December 31, 2006).
- Financing Agreement dated November 1, 2006 between Washoe County, Nevada and Sierra Pacific Power Company dated November 1, 2006 (relating to Washoe County, Nevada \$58,750,000 Gas Facilities Control Refunding Revenue Bonds (Sierra Pacific Power Company Project) Series 2006A) (filed as Exhibit 10(C) to Form 10-K for the year ended December 31, 2006).
- Financing Agreement dated November 1, 2006 between Washoe County, Nevada and Sierra Pacific Power Company dated November 1, 2006 (relating to Washoe County, Nevada \$75,000,000 Water Facilities Control Refunding Revenue Bonds (Sierra Pacific Power Company Project) Series 2006B) (filed as Exhibit 10(D) to Form 10-K for the year ended December 31, 2006).
- Financing Agreement dated November 1, 2006 between Washoe County, Nevada and Sierra Pacific Power Company dated November 1, 2006 (relating to Washoe County, Nevada \$84,800,000 Gas and Water Facilities Control Refunding Revenue Bonds (Sierra Pacific Power Company Project) Series 2006C) (filed as Exhibit 10(E) to Form 10-K for the year ended December 31, 2006).
- Settlement Agreement and Mutual Release dated May 8, 1992 between Sierra Pacific Power Company and Coastal States Energy Company (filed as Exhibit (10)(D) to Form 10-K for the year ended December 31, 1992; confidential portions omitted and filed separately with the Securities and Exchange Commission).
- Lease dated January 30, 1986 between Sierra Pacific Power Company and Silliman Associates Limited Partnership relating to the Company's corporate headquarters building (filed as Exhibit (10)(I) to Form 10-K for the year ended December 31, 1992).
- Letter of Amendment dated May 18, 1987 to Lease dated January 30, 1986 between Sierra Pacific Power Company and Silliman Associates Limited Partnership relating to the company's corporate headquarters building (filed as Exhibit (10)(K) to Form 10-K for the year ended December 31, 1993).

**(11) Nevada Power Company and Sierra Pacific Power Company**

- Nevada Power Company and Sierra Pacific Power Company are wholly owned subsidiaries and, in accordance with the accounting guidance for earnings per share as reflected in the Earnings Per Share Topic of the FASC, earnings per share data have been omitted.

**(12) NV Energy, Inc.**

- [\\*\(12.1\) Statement regarding computation of Ratios of Earnings to Fixed Charges.](#)

**Nevada Power Company**

- [\\*\(12.2\) Statement regarding computation of Ratios of Earnings to Fixed Charges.](#)

**Sierra Pacific Power Company**

- [\\*\(12.3\) Statement regarding computation of Ratios of Earnings to Fixed Charges.](#)

**(21) NV Energy, Inc.**

- Nevada Power Company d/b/a NV Energy, a Nevada Corporation.  
Sierra Pacific Power Company d/b/a NV Energy, a Nevada Corporation.  
Great Basin Energy Company, a Nevada Corporation.  
Lands of Sierra Inc., a Nevada Corporation.  
Sierra Energy Company dba e-three, a Nevada Corporation.  
Sierra Gas Holdings Company, a Nevada Corporation.  
Sierra Pacific Energy Company, a Nevada Corporation.  
Sierra Water Development Company, a Nevada Corporation.  
Sierra Pacific Communications, a Nevada Corporation  
NVE Insurance Company, Inc., a Nevada Corporation

**Nevada Power Company**

- Nevada Electric Investment Company, a Nevada Corporation.  
Commonsite, Inc., a Nevada Corporation.

**Sierra Pacific Power Company**

- Piñon Pine Company, a Nevada Corporation.  
Piñon Pine Investment Company, a Nevada Corporation.  
Piñon Pine Investment Co. LLC, a Nevada Limited Liability Company.  
GPSF-B, a Delaware Corporation.  
SPPC Funding LLC, a Delaware Limited Liability Company.

**(23) NV Energy, Inc., Nevada Power Company and Sierra Pacific Power Company**

- [\\*\(23.1\) Consent of Independent Registered Public Accounting Firm in connection with NV Energy, Inc.'s Registration Statements No. 333-145686 on Form S-3D, Registration Statements No. 333-92651 and No. 333-146822 on Form S-8, and Registration Statement No. 333-146100 on Form S-3ASR.](#)
- [\\*\(23.2\) Consent of Independent Registered Public Accounting Firm in connection with Nevada Power Company's Registration Statement No. 333-146100-02 on Form S-3ASR.](#)
- [\\*\(23.3\) Consent of Independent Registered Public Accounting Firm in connection with Sierra Pacific Power Company's Registration Statement No. 333-146100-01 on Form S-3ASR.](#)

**(31) NV Energy, Inc., Nevada Power Company and Sierra Pacific Power Company**

- [\\*\(31.1\) Annual Certification of Chief Executive Officer of NV Energy, Inc. Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- [\\*\(31.2\) Annual Certification of Chief Executive Officer of Nevada Power Company Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- [\\*\(31.3\) Annual Certification of Chief Executive Officer of Sierra Pacific Power Company Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- [\\*\(31.4\) Annual Certification of Chief Financial Officer of NV Energy, Inc. Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- [\\*\(31.5\) Annual Certification of Chief Financial Officer of Nevada Power Company Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)
- [\\*\(31.6\) Annual Certification of Chief Financial Officer of Sierra Pacific Power Company Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.](#)

**(32) NV Energy, Inc., Nevada Power Company and Sierra Pacific Power Company**

- [\\*\(32.1\) Certification of Chief Executive Officer of NV Energy, Inc. Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- [\\*\(32.2\) Certification of Chief Executive Officer of Nevada Power Company Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- [\\*\(32.3\) Certification of Chief Executive Officer of Sierra Pacific Power Company Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- [\\*\(32.4\) Certification of Chief Financial Officer of NV Energy, Inc. Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- [\\*\(32.5\) Certification of Chief Financial Officer of Nevada Power Company Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)
- [\\*\(32.6\) Certification of Chief Financial Officer of Sierra Pacific Power Company Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)



**AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE** , dated as of November 6, 2009 by and among **NV Energy, Inc .** a corporation duly organized and existing under the laws of the state of Nevada and having its principal office at 6226 West Sahara Avenue, Las Vegas, Nevada 89146 (the "Issuer"), **The Bank of New York Mellon** , ("Prior Trustee") and **The Bank of New York Mellon Trust Company, N.A.** , (the "Successor Trustee").

**RECITALS:**

**WHEREAS** , the Issuer and Prior Trustee entered into a Trust Indenture (see Schedule A attached) by and between the Issuer and the Prior Trustee (the "Indenture");

**WHEREAS** , the Notes (the "Bonds") were originally authorized and issued under the Indenture;

**WHEREAS** , the Issuer desires to appoint Successor Trustee as Trustee, Paying Agent and Registrar to succeed Prior Trustee in such capacities under the Indenture; and

**WHEREAS** , Successor Trustee is willing to accept such appointment as Successor Trustee, Paying Agent and Registrar under the Indenture;

**NOW, THEREFORE** , the Issuer, Prior Trustee and Successor Trustee, for and in consideration of the premises of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

**ARTICLE I**

**THE PRIOR TRUSTEE**

**SECTION 1.01** Prior Trustee hereby resigns as Trustee under the Indenture.

**SECTION 1.02** Prior Trustee hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of Prior Trustee in and to the trusts of the Trustee under the Indenture and all the rights, powers and trusts of the Trustee under the Indenture. Prior Trustee shall execute and deliver such further instruments and shall do such other things as Successor Trustee may reasonably require so as to more fully and certainly vest and confirm in Successor Trustee all the rights, powers and trust hereby assigned, transferred, delivered and confirmed to Successor Trustee as Trustee, Paying Agent and Registrar.

**ARTICLE II**

**THE ISSUER**

**SECTION 2.01** The Issuer hereby accepts the resignation of Prior Trustee as Trustee, Paying Agent and Registrar under the Indenture.

**SECTION 2.02** All conditions relating to the appointment of The Bank of New York as Successor Trustee, Paying Agent and Registrar under the Indenture have been met by the Issuer, and the Issuer hereby appoints Successor Trustee as Trustee, Paying Agent and Registrar under the Indenture with like effect as if originally named as Trustee, Paying Agent and Registrar in the Indenture.

**ARTICLE III**

**THE SUCCESSOR TRUSTEE**

**SECTION 3.01** Successor Trustee hereby represents and warrants to Prior Trustee and to the Issuer that Successor Trustee is not disqualified to act as Trustee under the Indenture.

**SECTION 3.02** Successor Trustee hereby accepts its appointment as Successor Trustee, Paying Agent and Registrar under the Indenture and accepts the rights, powers, duties and obligations of Prior Trustee as Trustee, Paying Agent and Registrar under the Indenture, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee, Paying Agent and Registrar under the Indenture.

**ARTICLE IV**

**MISCELLANEOUS**

**SECTION 4.01** This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on November 6, 2009

**SECTION 4.02** This Agreement shall be governed by and construed in accordance with the laws of the State of New York .

**SECTION 4.03** This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation Appointment and Acceptance to be duly executed and acknowledged all as of the day and year first above written.

**NV Energy, Inc.**

as Issuer

By: \_\_\_\_\_

Name:

Title:

**The Bank of New York Mellon ,**

as Prior Trustee

By: \_\_\_\_\_

Name: Rafael E. Miranda

Title: Vice President

**The Bank of New York Mellon Trust Company, N.A.**

as Successor Trustee

By: \_\_\_\_\_

Name: Raymond Torres

Title: Senior Associate

**SCHEDULE A**

Issuer: NV Energy Company

Agreement(s): General and Refunding Mortgage Indenture Dated May 1, 2001

Description:

6.50% General & Refunding Notes Ser I due 4/15/2012  
5 7/8% General & Refunding Notes Ser L due 7/15/2015  
5.95% General & Refunding Notes Ser M due 3/15/2016  
6.50% General & Refunding Notes Ser O due 5/15/2018  
6.65% General & Refunding Notes Ser N due 4/1/2036  
6.75% General & Refunding Notes Ser R due 7/1/2037  
6.50% General & Refunding Notes Ser S due 8/1/2018  
7.375% General & Refunding Notes Ser U due 1/15/2014  
7.125% General & Refunding Notes Ser V due 3/15/2019  
8.25% General & Refunding Bonds Ser A due 6/1/2011  
6.75% General & Refunding Bonds Ser T due 1/3/2010  
General & Refunding Mortgage Collateral Bonds Ser P due 3/1/2039  
General & Refunding Mortgage Collateral Bonds Ser Q due 6/1/2020



**AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE** , dated as of November 6, 2009 by and among **NEVADA POWER COMPANY d/b/a NV ENERGY** a corporation duly organized and existing under the laws of the state of Nevada and having its principal office at 6226 West Sahara Avenue, Las Vegas, Nevada 89146 (the "Issuer"), **The Bank of New York Mellon** , ("Prior Trustee") and **The Bank of New York Mellon Trust Company, N.A.** , (the "Successor Trustee").

**RECITALS:**

**WHEREAS** , the Issuer and Prior Trustee entered into a Trust Indenture (see Schedule A attached) by and between the Issuer and the Prior Trustee (the "Indenture");

**WHEREAS** , the Notes (the "Bonds") were originally authorized and issued under the Indenture;

**WHEREAS** , the Issuer desires to appoint Successor Trustee as Trustee, Paying Agent and Registrar to succeed Prior Trustee in such capacities under the Indenture; and

**WHEREAS** , Successor Trustee is willing to accept such appointment as Successor Trustee, Paying Agent and Registrar under the Indenture;

**NOW, THEREFORE** , the Issuer, Prior Trustee and Successor Trustee, for and in consideration of the premises of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

**ARTICLE I**

**THE PRIOR TRUSTEE**

**SECTION 1.01** Prior Trustee hereby resigns as Trustee under the Indenture.

**SECTION 1.02** Prior Trustee hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of Prior Trustee in and to the trusts of the Trustee under the Indenture and all the rights, powers and trusts of the Trustee under the Indenture. Prior Trustee shall execute and deliver such further instruments and shall do such other things as Successor Trustee may reasonably require so as to more fully and certainly vest and confirm in Successor Trustee all the rights, powers and trust hereby assigned, transferred, delivered and confirmed to Successor Trustee as Trustee, Paying Agent and Registrar.

**ARTICLE II**

**THE ISSUER**

**SECTION 2.01** The Issuer hereby accepts the resignation of Prior Trustee as Trustee, Paying Agent and Registrar under the Indenture.

**SECTION 2.02** All conditions relating to the appointment of The Bank of New York as Successor Trustee, Paying Agent and Registrar under the Indenture have been met by the Issuer, and the Issuer hereby appoints Successor Trustee as Trustee, Paying Agent and Registrar under the Indenture with like effect as if originally named as Trustee, Paying Agent and Registrar in the Indenture.

**ARTICLE III**

**THE SUCCESSOR TRUSTEE**

**SECTION 3.01** Successor Trustee hereby represents and warrants to Prior Trustee and to the Issuer that Successor Trustee is not disqualified to act as Trustee under the Indenture.

**SECTION 3.02** Successor Trustee hereby accepts its appointment as Successor Trustee, Paying Agent and Registrar under the Indenture and accepts the rights, powers, duties and obligations of Prior Trustee as Trustee, Paying Agent and Registrar under the Indenture, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee, Paying Agent and Registrar under the Indenture.

**ARTICLE IV**

**MISCELLANEOUS**

**SECTION 4.01** This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on November 6, 2009.

**SECTION 4.02** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 4.03** This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation Appointment and Acceptance to be duly executed and acknowledged all as of the day and year first above written.

**NV Energy, Inc.**

as Issuer

By: \_\_\_\_\_

Name:

Title:

**The Bank of New York Mellon ,**

as Prior Trustee

By: \_\_\_\_\_

Name: Rafael E. Miranda

Title: Vice President

**The Bank of New York Mellon Trust Company, N.A.**

as Successor Trustee

By: \_\_\_\_\_

Name: Raymond Torres

Title: Senior Associate

## SCHEDULE A

Agreement(s): General and Refunding Mortgage Indenture Dated May 1, 2001

### Description:

6.50% General & Refunding Notes Ser I due 4/15/2012  
5 7/8% General & Refunding Notes Ser L due 7/15/2015  
5.95% General & Refunding Notes Ser M due 3/15/2016  
6.50% General & Refunding Notes Ser O due 5/15/2018  
6.65% General & Refunding Notes Ser N due 4/1/2036  
6.75% General & Refunding Notes Ser R due 7/1/2037  
6.50% General & Refunding Notes Ser S due 8/1/2018  
7.375% General & Refunding Notes Ser U due 1/15/2014  
7.125% General & Refunding Notes Ser V due 3/15/2019  
8.25% General & Refunding Bonds Ser A due 6/1/2011  
6.75% General & Refunding Bonds Ser T due 1/3/2010  
General & Refunding Mortgage Collateral Bonds Ser P due 3/1/2039  
General & Refunding Mortgage Collateral Bonds Ser Q due 6/1/2020



**AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE** , dated as of November 6, 2009 by and among SIERRA PACIFIC POWER COMPANY **d/b/a NV ENERGY** a corporation duly organized and existing under the laws of the state of Nevada and having its principal office at 6100 Neil Road, Reno, Nevada 89511 (the "Issuer"), **The Bank of New York Mellon** , ("Prior Trustee") and **The Bank of New York Mellon Trust Company, N.A.** , (the "Successor Trustee").

**RECITALS:**

**WHEREAS** , the Issuer and Prior Trustee entered into a Trust Indenture (see Schedule A attached) by and between the Issuer and the Prior Trustee (the "Indenture");

**WHEREAS** , the Notes (the "Bonds") were originally authorized and issued under the Indenture;

**WHEREAS** , the Issuer desires to appoint Successor Trustee as Trustee, Paying Agent and Registrar to succeed Prior Trustee in such capacities under the Indenture; and

**WHEREAS** , Successor Trustee is willing to accept such appointment as Successor Trustee, Paying Agent and Registrar under the Indenture;

**NOW, THEREFORE** , the Issuer, Prior Trustee and Successor Trustee, for and in consideration of the premises of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

**ARTICLE I**

**THE PRIOR TRUSTEE**

**SECTION 1.01** Prior Trustee hereby resigns as Trustee under the Indenture.

**SECTION 1.02** Prior Trustee hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of Prior Trustee in and to the trusts of the Trustee under the Indenture and all the rights, powers and trusts of the Trustee under the Indenture. Prior Trustee shall execute and deliver such further instruments and shall do such other things as Successor Trustee may reasonably require so as to more fully and certainly vest and confirm in Successor Trustee all the rights, powers and trust hereby assigned, transferred, delivered and confirmed to Successor Trustee as Trustee, Paying Agent and Registrar.

## **ARTICLE II**

### **THE ISSUER**

**SECTION 2.01** The Issuer hereby accepts the resignation of Prior Trustee as Trustee, Paying Agent and Registrar under the Indenture.

**SECTION 2.02** All conditions relating to the appointment of The Bank of New York as Successor Trustee, Paying Agent and Registrar under the Indenture have been met by the Issuer, and the Issuer hereby appoints Successor Trustee as Trustee, Paying Agent and Registrar under the Indenture with like effect as if originally named as Trustee, Paying Agent and Registrar in the Indenture.

## **ARTICLE III**

### **THE SUCCESSOR TRUSTEE**

**SECTION 3.01** Successor Trustee hereby represents and warrants to Prior Trustee and to the Issuer that Successor Trustee is not disqualified to act as Trustee under the Indenture.

**SECTION 3.02** Successor Trustee hereby accepts its appointment as Successor Trustee, Paying Agent and Registrar under the Indenture and accepts the rights, powers, duties and obligations of Prior Trustee as Trustee, Paying Agent and Registrar under the Indenture, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee, Paying Agent and Registrar under the Indenture.

## **ARTICLE IV**

### **MISCELLANEOUS**

**SECTION 4.01** This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on November 6, 2009.

**SECTION 4.02** This Agreement shall be governed by and construed in accordance with the laws of the State of New York .

**SECTION 4.03** This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation Appointment and Acceptance to be duly executed and acknowledged all as of the day and year first above written.

**NV Energy, Inc.**

as Issuer

By: \_\_\_\_\_

Name:

Title:

**The Bank of New York Mellon ,**

as Prior Trustee

By: \_\_\_\_\_

Name: Rafael E. Miranda

Title: Vice President

**The Bank of New York Mellon Trust Company, N.A.**

as Successor Trustee

By: \_\_\_\_\_

Name: Raymond Torres

Title: Senior Associate

**SCHEDULE A**

<b>Date of Indenture</b>	<b>Description</b>
May 24, 2001	6.25% General & Refunding Mortgage Notes Ser H due 8/15/2012
	6.75% General & Refunding Mortgage Notes Ser P due 7/1/2037
	6% General & Refunding Mortgage Notes Ser M due 5/15/2016
	5.45% General & Refunding Mortgage Notes Ser Q due 9/1/2013
	General & Refunding Collateral Bonds Ser O due 3/1/2036
	General & Refunding Collateral Bonds Ser N due 8/1/2036

o-triparty IBJ.doc



## NV ENERGY, INC.

## AMENDED AND RESTATED EMPLOYEE STOCK PURCHASE PLAN

February 2, 2010

**1. PURPOSE**

NV Energy, Inc. (the "Company") established the NV Energy Employee Stock Purchase Plan (the "Plan") for the purpose of providing eligible employees of the Company and any subsidiary thereof with a means of acquiring an equity interest in the Company through accumulated payroll deductions, to enhance these employees' sense of participation in the affairs of the Company and to provide an incentive for continued employment. It is the intention of the Company that the Plan continue to qualify as an "employee stock purchase plan" under Section 423 of the Internal Revenue Code of 1986, as amended (the "Code"). The provisions of the Plan shall be construed in a manner consistent with Section 423 of the Code. Subject to any required shareholder approval, the terms and conditions of this Plan as hereby amended and restated shall be effective with respect to offering periods commencing on or after June 1, 2010, and the shares of common stock of the Company acquired in connection with such offerings.

**2. DEFINITIONS**

(a) *REGULAR BASE PAY* means regular straight time earnings, but excludes payments for overtime, shift premiums, incentive compensation, bonuses and other special payments. However, in the case of Employees paid on a salary or commission basis, Regular Base Pay will also include an amount equal to the average of commissions in their payroll period during the six (6) months preceding the current Payroll Deduction Period, as that term is defined in Paragraph 7.

(b) *BOARD* means the Board of Directors of NV Energy, Inc.

(c) *COMMITTEE* means the Compensation Committee of the Board who oversees the administration of the Plan in accordance with Paragraph 21.

(d) *EMPLOYEE* means any person (including directors who are also employees or officers) who is customarily employed for more than 20 hours per week and more than five (5) months in a calendar year by one or more Employers.

(e) *EMPLOYER* means the Company and each of its Subsidiaries that has elected, by action of its board of directors, to participate in the Plan and whose participation in the Plan has been approved by the Board.

(f) *SUBSIDIARY* means any corporation that is a "subsidiary corporation" of the Company, as that term is defined in Section 424(f) of the Code.

### 3. SHARES SUBJECT TO THE PLAN

There is a maximum of 1,900,162 shares of the Common Stock, \$1.00 par value, of the Company (the “Shares”) available for sale under the Plan, subject to adjustment upon changes in capitalization of the Company as provided in Paragraph 4. The Shares issuable under the Plan may be either shares newly issued by the Company or shares reacquired by the Company, including shares purchased on the open market.

### 4. ADJUSTMENTS

In the event of an increase or decrease in the number of outstanding shares of Common Stock of the Company through stock split-ups, reclassifications, stock dividends, changes in par value and the like, an appropriate adjustment shall be made in the number of shares and Option Price provided for under Paragraph 9 of the Plan. This will be done either by a proportionate increase in the number of shares and a proportionate decrease in the Option Price per Share, or by a proportionate decrease in the number of Shares and a proportionate increase in the Option Price. The adjustment will be made as required to enable eligible Employees who are then participants in the Plan and by whom an option is exercised on the last day of any then current Offering Period (as defined herein) to acquire such number of full Shares as their accumulated payroll deductions on such date will pay for at the adjusted Option Price.

### 5. ELIGIBILITY

All Employees of the Company or any participating Subsidiary, regardless of their position or rate of pay, may participate in the Plan except Employees who, on an Offering Commencement Date (as defined below), had not completed six (6) months service with the Company or a Subsidiary thereof.

### 6. AUTHORIZATION FOR ENTERING THE PLAN

(a) An eligible Employee may participate in the Plan effective at the beginning of the next succeeding Payroll Deduction Period by filling out and submitting an online authorization form the “Authorization”:

- (i) stating the amount to be deducted regularly from his or her pay, provided that such amount must be no less than \$5.00;
- (ii) authorizing the purchase of Shares for him or her on each Offering Exercise Date (as defined below); and
- (iii) specifying the exact name in which Shares purchased for him or her are to be issued as provided under Paragraph 13

hereof.

Such Authorization can be submitted during open enrollment periods (“Open Enrollment Period”) which will typically occur in April and October subject to change as deemed administratively necessary. Unless an Employee submits a new Authorization or withdraws from the Plan, his or her deductions and purchases under the Authorization on file under the Plan will continue as long as the Plan remains in effect. The Company will accumulate and hold for the Employee’s account the amounts deducted from his or her pay but shall not be obligated to segregate such payroll deductions and no interest will be paid thereon.

- (b) Employees may authorize payroll deductions in any even dollar amount up to but not more than 15% of their Regular Base Pay.
- (c) Deductions may be increased or decreased only by submitting a new Authorization during an Open Enrollment Period.

## **7. PAYROLL DEDUCTION PERIOD**

The six-month periods, May 1 to October 31 and November 1 to April 30, shall be the “Payroll Deduction Periods” during which payroll deductions will be accumulated under the Plan. Each Payroll Deduction Period includes all pay days falling within it.

## **8. OFFERING PERIOD**

(a) There are two “Offering Periods”: June 1 through December 1 and December 1 through June 1. The first day of the “Offering Period” is the “Offering Commencement Date” and the last day of the Offering Period is the “Offering Exercise Date.” Given the overlap of the Offering Periods, the Offering Commencement Date for a new Offering Period is also the Offering Exercise Date for the prior Offering Period.

(b) An Offering Period may be terminated by the Committee prior to an Offering Exercise Date and payroll deductions refunded to participants without interest, or the Committee may set a new Offering Exercise Date for an Offering Period (which date may be before or after the original Offering Exercise Date), if the Committee determines that such action is required to comply with applicable laws or stock exchange listing requirements, is appropriate in connection with the sale or other disposition of all or a portion of a Subsidiary or any portion of the Company, or is in the best interests of the Company and its stockholders.

## **9. GRANTING STOCK OPTIONS**

(a) Twice each year, on the Offering Commencement Date, the Company will grant to each eligible Employee who has submitted an Authorization during the immediately preceding Open Enrollment Period or is then a continued participant in the Plan pursuant to Section 6 an option to purchase on the Offering Exercise Date of such Offering Period at the “Option Price” hereinafter set forth such number of Shares reserved for the purpose of the Plan as his or her accumulated payroll deductions on the Offering Exercise Date will pay for at such Option Price; provided and on condition that such Employee remains eligible and participates in the Plan throughout such Offering Period.

(b) The “Option Price” per Share for each Offering Period shall be the lesser of: (1) 85% of the closing price for such stock as shown on the composite tape on the Offering Commencement Date, or on the last preceding day such quotations are available; or (2) 85% of the closing price for such Shares as shown on the composite tape on the Offering Exercise Date or on the last preceding day such quotations are available, but in no event will the Option Price be less than the par value of such Shares.

- (c) No offering shall be for longer than twenty-seven (27) months.

(d) Each option shall set forth the maximum number of Shares that may be purchased by the Employee during the Offering Period, either by stating a fixed number of Shares or by incorporating a formula that establishes the maximum number of Shares as of the Offering Commencement Date. In the event that the option fails to set such a maximum number of Shares, the maximum number of Shares that may be purchased by any Employee during an Offering Period shall be 2,000 Shares.

#### **10. SPECIAL LIMITATIONS**

Any provision of the Plan to the contrary notwithstanding, no Employee shall be granted an option to purchase Shares under the Plan

(i) if, immediately after the grant, such Employee would own stock, and/or hold outstanding options to purchase stock, possessing 5% or more of the total combined voting power or value of all classes of stock of the Company or of any Subsidiary; or

(ii) which permits the Employee's rights to purchase stock under all employee stock purchase plans of the Company and its Subsidiaries to accrue at a rate which exceeds \$25,000 of the fair market value of the stock (determined at the time such option is granted) for each calendar year in which such option is outstanding at any time.

For purposes of this Paragraph, the rules of Section 424(d) of the Code shall apply in determining the stock ownership of an individual, and stock which an individual may purchase under outstanding options shall be treated as stock owned by such individual.

#### **11. EXERCISE OF OPTION**

Each eligible Employee who continues to be a participant in the Plan on the Offering Exercise Date shall be deemed to have exercised his or her option on such Offering Exercise Date pursuant to the terms of the grant as set forth in Paragraph 9(b) of the Plan.

#### **12. WITHDRAWAL FROM THE PLAN**

An Employee may withdraw from the Plan, in whole but not in part, at any time prior to the Offering Exercise Date by forwarding a withdrawal notice to Shareholder Relations. In this event, Shareholder Relations will promptly refund the entire balance of his or her deductions not theretofore used to purchase stock under the Plan, without interest, and no further payroll deductions will be made from such Employee's Regular Base Pay.

An Employee who withdraws from the Plan will be treated as an employee who has never entered the Plan. To re-enter, he or she must submit a new Authorization during a subsequent Open Enrollment Period.

#### **13. PURCHASE OF SHARES**

As soon as practicable after each Offering Exercise Date, Shares acquired pursuant to the Plan shall be deposited to the participant's account with the Company's transfer agent credited as of the Offering Exercise Date. Stock purchased under the Plan will be issued only in the name of the Employee, or if so specified on the Authorization, in the name of the Employee and another person of legal age as joint tenants.

#### **14. TRANSFER OR ASSIGNMENT OF EMPLOYEE'S RIGHTS**

An Employee's rights under the Plan and the payroll deductions credited to him or her belong to him or her alone and may not be pledged, transferred or assigned to or availed of by any other person, other than by will or the laws of descent and distribution, or a designation of beneficiary as provided in Paragraph 22 of the Plan. Any attempted assignment, transfer, pledge, or other disposition thereof shall be without effect, except that the Company or any Subsidiary thereof may treat such act as an election to withdraw from the Plan by such Employee in accordance with Paragraph 12.

#### **15. TERMINATION OF EMPLOYEE'S RIGHTS**

(a) An Employee's rights under the Plan will terminate when he or she ceases to be an Employee because of retirement, resignation, layoff, discharge, death, or for any other reason. A Withdrawal Notice will be considered as having been received from the Employee on the day his or her employment ceases, and all payroll deductions not used to purchase stock will be refunded to the participant without interest.

(b) If an Employee's payroll deductions are interrupted by any legal process, a Withdrawal Notice will be considered as having been received from him or her on the day the interruption occurs. If an Employee's payroll deductions are interrupted because compensation at any time during a Payroll Deduction Period is insufficient to cover such deduction due to an approved leave of absence, maternity leave or any other reason and the Employee remains eligible to participate in the Plan as described in Paragraphs 2(d) and 5 of the Plan, his or her deductions will be reinstated when sufficient funds exist and the Employee will be able to purchase Shares otherwise in accordance with the terms of the grant as set forth in Paragraph 9(b). No accelerated or "make-up" amounts will be allowed to compensate for any such missed deduction.

(c) Upon termination of the participant's employment because of death, the participant's beneficiary as provided herein shall have the right to elect, by written notice given to Shareholder Relations or other person designated by the Committee prior to the expiration of the period of thirty (30) days commencing with the date of the death of the participant, either (i) to withdraw all of the payroll deductions credited to the participant's account under the Plan, without interest, or (ii) to exercise the participant's option for the purchase of Shares on the Offering Exercise Date next following the date of the participant's death for the purchase of the number of Shares which the accumulated payroll deductions in the participant's account at the date of the participant's death will purchase at the applicable option price. In the event that no such written notice of election shall be duly received by Shareholder Relations or person designated by the Committee, the beneficiary shall automatically be deemed to have elected to withdraw the payroll deductions credited to the participant's account at the date of the participant's death and the same will be paid promptly to said beneficiary, without interest.

## 16. TERMINATION AND AMENDMENTS TO PLAN

(a) The Plan may be terminated at any time by the Company's Board of Directors, without notice. The Plan will terminate in any case when all or substantially all of the unissued shares of stock reserved for the purposes of the Plan have been purchased. If at any time Shares of stock reserved for the purposes of the Plan remain available for purchase but not in sufficient number to satisfy all then unfilled purchase requirements, the available shares shall be apportioned among participants in proportion to their options and the Plan shall terminate. Upon such termination or any other termination of the Plan, all payroll deductions not used to purchase stock will be refunded to the participants, without interest.

(b) The Board of Directors also reserves the right to amend the Plan from time to time, in any respect, in order to meet changes in legal requirements or for any other reason. The Company must obtain shareholder approval for each amendment of the Plan for which shareholder approval is required by the Code, any applicable stock exchange listing requirements, or any other applicable laws or regulations.

(c) In the event of a proposed sale, exchange, or other transfer of all or substantially all of the assets of the Company, or a merger or consolidation of the Company with or into another corporation or entity, then in the discretion of the Board, each outstanding option shall be assumed or an equivalent option substituted, a new Offering Exercise Date shall be established, or participant payroll deductions shall be refunded without interest.

## 17. LIMITATIONS ON SALE OF SHARES PURCHASED UNDER THE PLAN

Effective with the offering period beginning June 1, 2008, Shares purchased under the Plan will be subject to a one-year holding period from the Offering Exercise Date upon which the Shares were purchased. During this time, the Shares may not be sold, transferred, withdrawn or moved; provided, however, that such prohibition will not apply following the death of a participant. This holding requirement does not apply to Shares purchased under the Plan before December 1, 2008. The Plan is intended to provide an opportunity to purchase Shares for investment and not for resale. However, after the mandatory one-year holding requirement, the Company does not intend to restrict or influence Employees in the conduct of their own business affairs. Notwithstanding the foregoing, an Employee may sell Shares purchased under the Plan at any time after the mandatory holding period of one year; provided, however, that because of certain federal tax requirements, each Employee will agree by entering the Plan, to promptly give the Company notice of any such Shares disposed of within eighteen months of its purchase showing the number of such Shares disposed of and the date purchased by him or her. The Company may, at any time during such notice period, place a legend on any certificate representing Shares acquired pursuant to this Plan requesting the Company's transfer agent to notify the Company of any transfer of Shares. The Company may require a current or former Employee to keep Shares purchased under this Plan in an account established with a broker-dealer approved by the Company until the Employee sells such Shares, transfers such Shares by descent or distribution, or transfers such Shares upon death pursuant to a beneficiary designation. An Employee who is subject to Section 16(b) of the Securities Exchange Act of 1934, as amended (the "Act") may be subject to short-swing profit liability associated with the sale of Shares acquired under the Plan if transacted within six months of another transaction in the Company's securities that is not exempt from liability pursuant to Section 16(b) of the Act. Each Employee shall agree by participation in the Plan to all restrictions on Shares acquired pursuant to the Plan.

## **18. OPTIONEES NOT STOCKHOLDERS**

Neither the granting of an option to an Employee nor the deductions from his or her pay shall constitute such Employee a stockholder of the shares covered by an option until such Shares have been purchased by such Employee.

## **19. COMPANY'S CONTRIBUTION TO PLAN**

The Company's contribution toward the Plan will consist of making its Shares reserved for the purposes of the Plan available for the purchase by Employees at less than the market price and of bearing all costs of administering and carrying out the Plan including brokerage commissions on stock purchased in the open market for issuance under the Plan.

## **20. CERTAIN RESERVATIONS**

It is intended that the Plan comply with applicable requirements of pertinent federal and other laws, and that it conform with limitations imposed by the Company's stockholders.

## **21. ADMINISTRATION OF THE PLAN**

(a) The Plan shall be administered by the Committee or such other person or persons to whom the Committee may delegate administrative authority, including the Company's Shareholder Relations Department; provided, however, that the interpretation and construction of any provisions of the Plan and the adoption of rules and regulations for administering the Plan shall be made by the Committee, subject, however, at all times to the final jurisdiction which shall rest in the Board. Notwithstanding the foregoing, the Committee may not delegate any responsibility or power to the extent that such delegation would cause an option made under the Plan to be subject to (and not exempt from) the short-swing profits recovery rules of Section 16(b) of the Act, or otherwise contravene any securities law, tax law, or stock exchange listing requirement. Determinations made by the Committee and approved by the Board with respect to any matter or provision contained in the Plan shall be final, conclusive and binding upon the Company, each Subsidiary, and upon all participants, their heirs or legal representatives. Any rule or regulation adopted by the Committee shall remain in full force and effect unless and until altered, amended, or repealed by the Board. The Committee has selected NV Energy, Inc.'s Shareholder Relations Department to manage the day-to-day operations of the Plan.

(b) No member or former member of the Committee, nor any current or former delegatee of administrative authority under the Plan (including the employees of the Company's Shareholder Relations Department), shall be liable for any action or determination made in good faith with respect to the Plan or any options granted under it. Each such person shall be indemnified and held harmless by the Company against all cost or expense (including counsel fees and expenses) or liability (including any sum paid in settlement of a claim with the approval of the Board) arising out of any act or omission to act in connection with the Plan unless arising out of such person's own fraud or bad faith. Such indemnification shall be in addition (but without duplication) to any rights to indemnification or insurance that such person may have as a director or officer of the Company or under the by-laws of the Company.

## **22. DESIGNATION OF BENEFICIARY**

A participant may file a written designation of a beneficiary who is to receive any cash held in his or her payroll deduction account in the case of such participant's death. Such designation of beneficiary may be changed by a participant at any time by written notice to Shareholder Relations. Upon the death of a participant and upon receipt by Shareholder Relations of proof of the identity and existence at the time of the participant's death of a beneficiary validly designated under the Plan, the Company shall deliver either such cash allocable to a participant as of his or her date of death or Shares, pursuant to Paragraph 14, to his or her designated beneficiary. In the event of the death of a participant and in the absence of a beneficiary validly designated under the Plan who is living at the time of such participant's death, the Company shall deliver such cash to the spouse of such participant, or, in the event the participant was not married at the time of death, then to his or her estate. No beneficiary shall, prior to the death of the participant by whom the beneficiary has been designated, acquire any interest in the cash credited to the participant under the Plan.

## **23. NOTICES**

All notices or other communications by a participant to the Company under or in connection with the Plan shall be deemed to have been duly given when received by Shareholder Relations.

## **24. APPROVAL OF STOCKHOLDERS**

The Plan is a continuation of an employee stock purchase plan previously maintained by Sierra Pacific Power Company, which corporation became a wholly-owned subsidiary of Sierra Pacific Resources on May 31, 1984. The Plan became effective as of June 14, 1984, which is the original date it was adopted by the Board, and was approved by the stockholders within twelve (12) months after said original adoption date. On July 13, 1999, the Board approved Restatement No. 1, as amended, subject to the approval of the stockholders of Sierra Pacific Resources, which was obtained on June 19, 2000. On February 8, 2008 the Board of Sierra Pacific Resources approved another amendment and restatement of the Plan, subject to stockholder approval, which was obtained on April 28, 2008. On November 19, 2008, Sierra Pacific Resources changed its name to NV Energy, Inc. On April 30, 2009 the Board approved the amendment and restatement of the Plan to reflect the name change and to allow the issuance of fractional shares, which amendment and restatement did not require the approval of the stockholders of the Company. The Board approved a further amendment and restatement of the Plan on February 2, 2010, as evidenced by this document, subject to any required stockholder approval at their next meeting within twelve (12) months after said date of adoption. This amended and restated Plan shall be effective for any Offering Period that begins on or after June 1, 2010. Should an Offering Exercise Date occur before stockholder approval of this amended and restated Plan is obtained, the Committee shall take such action(s) as it deems necessary to comply with applicable law or to preserve desired treatment thereunder.

4595416v1



**EXHIBIT 10.2**

**SEPARATION AGREEMENT**

This Separation Agreement (this "Agreement") is entered into as of February 17, 2010 between NV Energy, Inc., a Nevada corporation (the "Company"), and William D. Rogers (the "Executive").

WHEREAS, the Executive served as Senior Vice President, Chief Financial Officer and Treasurer of the Company until his resignation from such position on February 2, 2010; and

WHEREAS, the Company and the Executive desire to set forth herein their mutual agreement with respect to all matters relating to the Executive's resignation and cessation of employment with the Company and its affiliates and the Executive's release of claims upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the adequacy and sufficiency of which are hereby acknowledged, the Company and the Executive hereby agree as follows:

1. Resignation; Termination of Employment. The Company and the Executive hereby acknowledge that the Executive resigned as Senior Vice President, Chief Financial Officer and Treasurer of the Company and from all other positions (if any) with the Company and its affiliates as of February 2, 2010 (the "Employment Termination Date").

2. Payment of Accrued Amounts. The Company shall pay to the Executive within 30 days following the Employment Termination Date all amounts due to the Executive for salary accrued for services rendered through the Employment Termination Date, less an amount for paid time off used but not accrued as of the Employment Termination Date.

3. Separation Payments; Reimbursements.

(a) Separation Payments. Provided that the Executive complies with the covenants contained in Sections 7(a) and 8 hereof and in consideration for the release of claims contained in Section 10 hereof and provided that the Executive has not revoked the release, the Company shall pay to the Executive within 30 days following the Employment Termination Date the lump sum cash amount of \$687,519.28, which is comprised of the following:

- (i) \$420,000, equal to one year of base salary;
- (ii) \$187,600, equal to the Executive's 2009 short-term incentive plan award;

- (iii) \$55,000 as additional severance pay;
- (iv) \$4,919.28, equal to 12 months of premiums under COBRA (as defined in Section 4 hereof); and
- (v) \$20,000 for outplacement services.

(b) Reimbursements. In addition to the lump sum separation payment set forth in Section 3(a) hereof, the Company shall reimburse the Executive, in accordance with Section 6 hereof, for the following:

(i) reasonable relocation costs incurred by the Executive associated with the sale of his Las Vegas residence, which shall include only his reasonable personal property moving expenses incurred by him prior to December 31, 2010 and his reasonable real estate brokerage commissions incurred by him prior to December 31, 2011 (it being understood that such relocation costs shall not include any loss resulting from the sale of his residence); and

(ii) up to \$7,500 for expenses incurred by the Executive for the payment of legal fees relating to the review and negotiation of this Agreement;

4. Employee Benefits. As of the Employment Termination Date, the Executive shall be entitled to those employee benefits provided by the Company upon termination of employment pursuant to the terms and subject to the conditions of the applicable employee benefit plans and programs of the Company in which the Executive participates, including the vesting and payment of benefits pursuant to the Company's Retirement Plan, 401(k) Plan, 401(k) Restoration Plan, Pension Restoration Plan and Supplemental Executive Retirement Plan, in each case in accordance with, and subject to, the terms and conditions of such plans. In addition, the Executive may elect to continue coverage, at his expense, under the Company's employee and executive life insurance policies and the Company's executive disability insurance policy in accordance with, and subject to, the terms and conditions of such policies. Pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Executive may elect to continue coverage for the Executive and his dependents under the Company's medical plan for a period of up to 18 months following the Employment Termination Date or as otherwise provided by COBRA. Such COBRA coverage shall be at the Executive's expense, except as otherwise provided in Section 3(a)(iv) hereof.

5. Federal and State Withholding. The Company shall deduct from the amounts payable to the Executive pursuant to Sections 2, 3 and 4 hereof the amount of all required federal and state withholding taxes in accordance with the Executive's Form W-4 on file with the Company and all applicable social security taxes.

6. Section 409A. This Agreement is intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"),

and shall be interpreted and construed consistently with such intent. The payments to the Executive pursuant to this Agreement are also intended to be exempt from Section 409A of the Code to the maximum extent possible, under either the separation pay exemption pursuant to Treasury regulation §1.409A-1(b)(9)(iii) or as short-term deferrals pursuant to Treasury regulation §1.409A-1(b)(4), and for this purpose each payment shall be considered a separate payment. In the event that the terms of this Agreement would subject the Executive to taxes or penalties under Section 409A of the Code (“409A Penalties”), the Company and the Executive shall cooperate diligently to amend the terms of this Agreement to avoid such 409A Penalties, to the extent possible; provided that in no event shall the Company be responsible for any 409A Penalties that arise in connection with any amounts payable under this Agreement. It is intended that the Executive’s “separation from service,” within the meaning of Section 409A of the Code, occurred on February 2, 2010. Any reimbursement payable to the Executive pursuant to this Agreement or otherwise shall be conditioned on the submission by the Executive of all expense reports reasonably required by the Company under any applicable expense reimbursement policy, and shall be paid to the Executive within 30 days following receipt of such expense reports, but in no event later than the last day of the calendar year following the calendar year in which the Executive incurred the reimbursable expense. Any amount of expenses eligible for reimbursement, or in-kind benefit provided, during a calendar year shall not affect the amount of expenses eligible for reimbursement, or in-kind benefit to be provided, during any other calendar year. The right to any reimbursement or in-kind benefit pursuant to this Agreement or otherwise shall not be subject to liquidation or exchange for any other benefit.

7. Nondisparagement.

(a) The Executive agrees that the Executive shall not directly (or through any other person or entity) make any public or private statements (whether oral or in writing) that are derogatory or damaging to the Company or any of its affiliates, including, but not limited to, its businesses, activities, operations, affairs, products, services, reputation or prospects or any of their directors, officers or employees. This Section 7(a) shall not be deemed to be breached by testimony of the Executive given in any judicial or governmental proceeding which the Executive reasonably believes to be truthful at the time given or by any other action of the Executive which he reasonably believes is taken in accordance with the requirements of applicable law or administrative regulation.

(b) Except for confirming the Executive’s dates of employment and job title or as otherwise required by law, administrative regulation or securities exchange rules, the Company’s responses to external inquiries regarding the Executive’s resignation and cessation of employment with the Company shall be made in a manner which is consistent with the Company’s press release dated February 2, 2010. The Company agrees that the executive officers of the Company authorized by the Company to make public statements shall not make, or authorize the making of, any public statement which disparages the Executive. This Section 7(b) shall not be deemed to be breached by any statement made by or on behalf of the Company or any testimony given by or on behalf of the Company in any judicial or governmental proceeding, in each case which the Company reasonably believes to be truthful at

the time given, or by any other statement or action by or on behalf of the Company which the Company reasonably believes is made or taken in accordance with the requirements of applicable law, administrative regulation or securities exchange rules.

8. Confidentiality. The Executive shall not, at any time following the Employment Termination Date, make use of or disclose, directly or indirectly, any (a) trade secret or other confidential or secret information of the Company or any of its affiliates, or (b) other technical, business, proprietary or financial information of the Company or any of its affiliates not available to the public generally (“Confidential Information”), except to the extent that such Confidential Information (i) becomes a matter of public record or is published in a newspaper, magazine or other periodical or on electronic or other media available to the general public, other than as a result of any act or omission of the Executive, or (ii) is required to be disclosed by any law, regulation or order of any court or regulatory commission, department or agency, provided that the Executive gives prompt notice of such requirement to the Company to enable the Company to seek an appropriate protective order. Within five days following the Employment Termination Date, the Executive shall surrender to the Company all records, memoranda, notes, plans, reports and other documents and data, whether in electronic or paper form, which constitute Confidential Information which the Executive may then possess or have under the Executive’s control (together with all copies thereof).

9. Remedies; Jurisdiction. Without limiting the right of the Company to pursue all other legal and equitable remedies available for violation by the Executive of the covenants contained in Sections 7(a) and 8 hereof, it is expressly agreed by the Executive and the Company that such other remedies cannot fully compensate the Company for any such violation and that the Company shall be entitled to a restraining order and injunctive relief to prevent any such violation or any continuing violation thereof. The Executive agrees to submit to the personal jurisdiction of the courts of the State of Nevada in any action by the Company to enforce an arbitration award against the Executive or to obtain injunctive or other relief.

10. Release of Claims. The Executive, on behalf of himself and anyone claiming through him, including, but not limited to, his past, present and future spouses, family members, relatives, agents, attorneys, representatives, heirs, executors and administrators, and the predecessors, successors and assigns of each of them, hereby releases and agrees not to sue the Company or any of its divisions, subsidiaries, affiliates, other related entities (whether or not such entities are wholly owned) or any of the past, present or future owners, officers, directors, administrators, trustees, fiduciaries, employees, agents, attorneys or representatives thereof, or the predecessors, successors or assigns of each of them (hereinafter jointly referred to as the “Released Parties”), with respect to any and all known or unknown claims which the Executive now has, has ever had, or may in the future have, against any of the Released Parties for or related in any way to anything occurring from the beginning of time up to and including the date on which he signs this Agreement, including, without limiting the generality of the foregoing, any and all claims which in any way result from, arise out of, or relate to, the Executive’s employment by any of the Released Parties or the termination of such employment, including, but not limited to, any and all claims for severance or termination payments under any agreement

between the Executive and any of the Released Parties including, without limitation, the letter agreement dated April 29, 2005 and any amendment or supplement thereto (the "Employment Agreement"), or any program or arrangement of any of the Released Parties or any claims that could have been asserted by the Executive or on his behalf against any of the Released Parties in any federal, state or local court, commission, department or agency under any fair employment, contract or tort law, or any other federal, state or local law, regulation or ordinance (as in effect or amended from time to time), including, without limitation, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, the Family and Medical Leave Act, or under any compensation, bonus, severance, retirement or other benefit plan; provided, however, that nothing contained in this Section 10 shall apply to, or release the Company from (a) any obligation of the Company contained in this Agreement, (b) any vested or accrued benefit under any plan or program of the Company in which the Executive participates, (c) any obligation which the Company may have to indemnify the Executive pursuant to its By-laws or (d) any obligation which the Company may have to provide coverage to the Executive pursuant to its director and officer insurance policy with respect to actions or omissions of the Executive during his service as an officer of the Company. The Executive expressly represents and warrants that he has not filed or had filed on his behalf any claim against any of the Released Parties. The consideration offered herein is accepted by the Executive as being in full accord, satisfaction, compromise and settlement of any and all claims or potential claims, and the Executive expressly agrees that the Executive is not entitled to, and shall not receive, any further recovery of any kind from the Company or any of the other Released Parties, and that in the event of any further proceedings whatsoever based upon any matter released herein, neither the Company nor any of the other Released Parties shall have any further monetary or other obligation of any kind to the Executive, including any obligation for any costs, expenses or attorneys' fees incurred by or on behalf of the Executive. The Executive agrees that the Executive has no present or future right to employment with the Company or any of the other Released Parties and that the Executive will not apply for or otherwise seek employment with any of them.

11. Authority. The Executive expressly represents and warrants that the Executive is the sole owner of the actual and alleged claims, demands, rights, causes of action and other matters that are released herein; that the same have not been transferred or assigned or caused to be transferred or assigned to any other person, firm, corporation or other legal entity; and that the Executive has the full right and power to grant, execute and deliver the release, undertakings and agreements contained herein.

12. Arbitration. Except as provided in Section 9 hereof, any dispute or controversy between the Company and the Executive, whether arising out of or relating to this Agreement, the breach of this Agreement, or otherwise, shall be settled by arbitration in the State of Nevada, administered by the American Arbitration Association, with any such dispute or controversy arising under this Agreement being so administered in accordance with its Commercial Rules then in effect, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall have the authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including,

without limitation, the issuance of an injunction. However, either party may, without inconsistency with this arbitration provision, apply to any court having jurisdiction over such dispute or controversy and seek interim provisional, injunctive or other equitable relief until the arbitration award is rendered or the controversy is otherwise resolved. Except as necessary in court proceedings to enforce this arbitration provision or an award rendered hereunder, or to obtain interim relief, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the Company. The Company and the Executive acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding any choice of law provision included in this Agreement, the United States Federal Arbitration Act shall govern the interpretation and enforcement of this arbitration provision. The filing fee of the American Arbitration Association and the fee of the arbitrator in any such arbitration shall be paid by the Company and all other fees and expenses of such arbitration shall be borne by the party which incurred such fees and expenses.

13. Successors; Binding Agreement. This Agreement shall inure to the benefit of and be enforceable by the Executive and by the Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. In the event of the death of the Executive while any amounts are payable to the Executive hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Agreement to such person or persons designated in writing by the Executive to receive such amounts or, if no person is so designated, to the Executive's estate.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given by a party hereto when delivered personally or by overnight courier that guarantees next day delivery or five days after deposit in the United States mail, postage prepaid to the following address of the other party hereto (or to such other address of such other party as shall be furnished in accordance herewith):

If to the Company, to:

NV Energy, Inc.  
6226 West Sahara Avenue  
Las Vegas, Nevada 89146  
Attention: Corporate Senior Vice President, General Counsel and Secretary

If to the Executive, to:

William D. Rogers  
432 Snowy Egret  
Kiawah, South Carolina 29455

With a copy to:

Raymond L. Vandenberg, Esq.  
Vandenberg & Feliu LLP  
60 East 42<sup>nd</sup> Street  
51<sup>st</sup> Floor  
New York, New York 10165

15. Governing Law. The interpretation, construction and performance of this Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Nevada without regard to the principle of conflicts of laws.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, including, without limitation, the Employment Agreement, which may have related in any manner to the subject matter hereof.

17. Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original and both of which together shall constitute one and the same instrument.

18. Miscellaneous. No provision of this Agreement may be modified or waived unless such modification or waiver is agreed to in writing and executed by the Executive and by a duly authorized officer of the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. Failure by the Executive or the Company to insist upon strict compliance with any provision of this Agreement or to assert any right which the Executive or the Company may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

19. No Admission. Nothing in this Agreement is intended to, or shall be construed as, an admission by the Company or any of the other Released Parties that it violated any law, interfered with any right, breached any obligation or otherwise engaged in any improper or illegal conduct with respect to the Executive or otherwise. The Company, for itself and the other Released Parties, hereby expressly denies any such illegal or wrongful conduct

20. ACKNOWLEDGMENT BY EXECUTIVE. BY EXECUTING THIS AGREEMENT, THE EXECUTIVE EXPRESSLY ACKNOWLEDGES THAT THE EXECUTIVE HAS READ THIS AGREEMENT CAREFULLY, THAT THE EXECUTIVE FULLY UNDERSTANDS ITS TERMS AND CONDITIONS, THAT THE EXECUTIVE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT, THAT THE EXECUTIVE HAS BEEN ADVISED THAT THE EXECUTIVE

HAS 21 DAYS WITHIN WHICH TO DECIDE WHETHER OR NOT TO EXECUTE THIS AGREEMENT AND THAT THE EXECUTIVE INTENDS TO BE LEGALLY BOUND BY IT. DURING A PERIOD OF SEVEN DAYS FOLLOWING THE DATE OF THE EXECUTIVE'S EXECUTION OF THIS AGREEMENT, THE EXECUTIVE SHALL HAVE THE RIGHT TO REVOKE THE RELEASE CONTAINED IN SECTION 10 OF THIS AGREEMENT OF CLAIMS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT BY SERVING WITHIN SUCH PERIOD WRITTEN NOTICE OF REVOCATION. IF THE EXECUTIVE EXERCISES THE EXECUTIVE'S RIGHTS UNDER THE PRECEDING SENTENCE, THE EXECUTIVE SHALL HAVE NO RIGHT TO THE AMOUNT PAYABLE TO THE EXECUTIVE PURSUANT TO SECTION 3 OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer of the Company and the Executive has executed this Agreement as of the day and year first above written.

NV ENERGY, INC.

By:

Michael W. Yackira  
President and Chief Executive Officer

\_\_\_\_\_  
William D. Rogers



EXHIBIT 12.1

**NV ENERGY, INC.**  
**RATIOS OF EARNINGS TO FIXED CHARGES**  
(Dollars in Thousands)

	Year Ended December 31,				
	2009	2008	2007	2006	2005
<b>EARNINGS AS DEFINED:</b>					
Income From Continuing Operations					
After Interest Charges	\$ 182,936	\$ 208,887	\$ 197,295	\$ 279,792	\$ 86,137
Income Taxes	75,451	95,354	87,555	145,605	43,118
Income From Continuing Operations before Income Taxes	258,387	304,241	284,850	425,397	129,255
Fixed Charges	360,896	335,868	310,876	336,024	319,654
Capitalized Interest (AFUDC-debt)	(20,229)	(29,527)	(25,967)	(17,119)	(24,691)
Preferred Stock Dividend Requirement	-	-	-	(3,602)	(6,000)
<b>Total</b>	<b>\$ 599,054</b>	<b>\$ 610,582</b>	<b>\$ 569,759</b>	<b>\$ 740,700</b>	<b>\$ 418,218</b>
<b>FIXED CHARGES AS DEFINED:</b>					
Interest Expensed and Capitalized <sup>(1)</sup>	\$ 360,896	\$ 335,868	\$ 310,876	\$ 332,422	\$ 313,654
Preferred Stock Dividend Requirement	-	-	-	3,602	6,000
<b>Total</b>	<b>360,896</b>	<b>335,868</b>	<b>310,876</b>	<b>336,024</b>	<b>319,654</b>
<b>RATIO OF EARNINGS TO FIXED CHARGES</b>	<b>1.66</b>	<b>1.82</b>	<b>1.83</b>	<b>2.20</b>	<b>1.31</b>

(1) Includes amortization of premiums, discounts, and capitalized debt expense and interest component of rent expense.

For the purpose of calculating the ratios of earnings to fixed charges, "Fixed charges" represent the aggregate of interest charges on short-term and long-term debt (whether expensed or capitalized), the portion of rental expense deemed to be attributable to interest, and the pre-tax preferred stock dividend requirement of SPPC. "Earnings" represents pre-tax income from continuing operations before, solely with respect to the years ended December 31, 2006 and 2005, pre-tax preferred stock dividend requirement of SPPC plus fixed charges (excluding capitalized interest and the pre-tax preferred stock dividend requirement of SPPC for the years ended December 31, 2006 and 2005).

EXHIBIT 12.2

NEVADA POWER COMPANY  
RATIOS OF EARNINGS TO FIXED CHARGES  
(Dollars in Thousands)

	Year Ended December 31,				
	2009	2008	2007	2006	2005
<b>EARNINGS AS DEFINED:</b>					
Income From Continuing Operations					
After Interest Charges	\$ 134,284	\$ 151,431	\$ 165,694	\$ 224,540	\$ 132,734
Income Taxes	61,652	71,382	78,352	117,510	63,995
Income From Continuing Operations before Income Taxes	195,936	222,813	244,046	342,050	196,729
Fixed Charges	247,290	210,067	190,836	190,333	159,776
Capitalized Interest (AFUDC-debt)	(17,184)	(20,063)	(13,196)	(11,614)	(23,187)
<b>Total</b>	<b>\$ 426,042</b>	<b>\$ 412,817</b>	<b>\$ 421,686</b>	<b>\$ 520,769</b>	<b>\$ 333,318</b>
<b>FIXED CHARGES AS DEFINED:</b>					
Interest Expensed and Capitalized (1)	\$ 247,290	\$ 210,067	\$ 190,836	\$ 190,333	\$ 159,776
<b>Total</b>	<b>\$ 247,290</b>	<b>\$ 210,067</b>	<b>\$ 190,836</b>	<b>\$ 190,333</b>	<b>\$ 159,776</b>
<b>RATIO OF EARNINGS TO FIXED CHARGES</b>	<b>1.72</b>	<b>1.97</b>	<b>2.21</b>	<b>2.74</b>	<b>2.09</b>

(1) Includes amortization of premiums, discounts, and capitalized debt expense and interest component of rent expense.

For the purpose of calculating the ratios of earnings to fixed charges, "Fixed charges" represent the aggregate of interest charges on short-term and long-term debt (whether expensed or capitalized) and the portion of rental expense deemed attributable to interest. "Earnings" represents pre-tax income from continuing operations plus fixed charges (excluding capitalized interest).

EXHIBIT 12.3

**SIERRA PACIFIC POWER COMPANY**  
**RATIOS OF EARNINGS TO FIXED CHARGES**  
 (Dollars in Thousands)

	Year ended December 31,				
	2009	2008	2007	2006	2005
<b>EARNINGS AS DEFINED:</b>					
Income From Continuing Operations					
After Interest Charges	\$ 73,085	\$ 90,582	\$ 65,667	\$ 57,709	\$ 52,074
Income Taxes	<u>31,225</u>	<u>37,603</u>	<u>26,009</u>	<u>27,829</u>	<u>28,379</u>
Income From Continuing Operations before Income Taxes	104,310	128,185	91,676	85,538	80,453
Fixed Charges	74,955	84,478	75,655	79,093	72,652
Capitalized Interest (AFUDC-debt)	<u>(3,044)</u>	<u>(9,464)</u>	<u>(12,771)</u>	<u>(5,505)</u>	<u>(1,504)</u>
Total	<u>\$ 176,221</u>	<u>\$ 203,199</u>	<u>\$ 154,560</u>	<u>\$ 159,126</u>	<u>\$ 151,601</u>
<b>FIXED CHARGES AS DEFINED:</b>					
Interest Expensed and Capitalized (1)	\$ 74,955	\$ 84,478	\$ 75,655	\$ 79,093	\$ 72,652
Total	<u>74,955</u>	<u>84,478</u>	<u>75,655</u>	<u>79,093</u>	<u>72,652</u>
<b>RATIO OF EARNINGS TO FIXED CHARGES</b>	2.35	2.41	2.04	2.01	2.09

(1) Includes amortization of premiums, discounts, and capitalized debt expense and interest component of rent expense.

For the purpose of calculating the ratios of earnings to fixed charges, "Fixed charges" represent the aggregate of interest charges on short-term and long-term debt (whether expensed or capitalized) and the portion of rental expense deemed attributable to interest. "Earnings" represents pre-tax income from continuing operations before, solely with respect to the years ended December 31, 2006 and 2005, pre-tax preferred stock dividend requirement plus fixed charges (excluding capitalized interest).

**EXHIBIT 23.1**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement No. 333-145686 on Form S-3D, Registration Statements No. 333-92651 and No. 333-146822 on Form S-8, and Registration Statement No. 333-146100 on Form S-3ASR of our reports dated February 22, 2010, relating to the consolidated financial statements and financial statement schedule of NV Energy, Inc. and the effectiveness of the NV Energy, Inc.'s internal control over financial reporting, appearing in this Annual Report on Form 10-K of NV Energy, Inc. for the year ended December 31, 2009.

Las Vegas, Nevada  
February 22, 2010

**EXHIBIT 23.2**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement No. 333-146100-02 on Form S-3ASR of our report dated February 22, 2010, relating to the consolidated financial statements and financial statement schedule of Nevada Power Company, appearing in this Annual Report on Form 10-K of Nevada Power Company for the year ended December 31, 2009.

Las Vegas, Nevada  
February 22, 2010

**EXHIBIT 23.3**

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement No. 333-146100-01 on Form S-3ASR of our report dated February 22, 2010, relating to the consolidated financial statements and financial statement schedule of Sierra Pacific Power Company appearing in this Annual Report on Form 10-K of Sierra Pacific Power Company for the year ended December 31, 2009.

Las Vegas, Nevada  
February 22, 2010

EXHIBIT 31.1

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER REQUIRED BY  
SECTION 302(A) OF THE SARBANES-OXLEY ACT OF 2002**

**NV ENERGY, INC.  
("Registrant")**

I, Michael W. Yackira, certify that:

1. I have reviewed this annual report on Form 10-K of NV Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 19, 2010

/s/ Michael W. Yackira  
Michael W. Yackira  
President and Chief Executive Officer  
NV Energy, Inc.  
(Principal Executive Officer)

**EXHIBIT 31.2**

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER REQUIRED BY  
SECTION 302(A) OF THE SARBANES-OXLEY ACT OF 2002**

**NEVADA POWER COMPANY (dba NV ENERGY)  
("Registrant")**

I, Michael W. Yackira, certify that:

1. I have reviewed this annual report on Form 10-K of Nevada Power Company (dba NV Energy);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 19, 2010

/s/ Michael W. Yackira  
Michael W. Yackira  
President and Chief Executive Officer  
Nevada Power Company (dba NV Energy)  
(Principal Executive Officer)

**EXHIBIT 31.3**

**CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER REQUIRED BY  
SECTION 302(A) OF THE SARBANES-OXLEY ACT OF 2002**

**SIERRA PACIFIC POWER COMPANY (dba NV ENERGY)  
("Registrant")**

I, Michael W. Yackira, certify that:

1. I have reviewed this annual report on Form 10-K of Sierra Pacific Power Company (dba NV Energy);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 19, 2010

/s/ Michael W. Yackira  
Michael W. Yackira  
Chief Executive Officer  
Sierra Pacific Power Company (dba NV Energy)  
(Principal Executive Officer)

**EXHIBIT 31.4**

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER REQUIRED BY  
SECTION 302(A) OF THE SARBANES-OXLEY ACT OF 2002**

**NV ENERGY, INC.  
("Registrant")**

I, E. Kevin Bethel, certify that:

1. I have reviewed this annual report on Form 10-K of NV Energy, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 19, 2010

/s/ E. Kevin Bethel  
E. Kevin Bethel  
Interim Chief Financial Officer  
NV Energy, Inc.  
(Principal Financial Officer)

**EXHIBIT 31.5**

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER REQUIRED BY  
SECTION 302(A) OF THE SARBANES-OXLEY ACT OF 2002**

**NEVADA POWER COMPANY (dba NV ENERGY)  
("Registrant")**

I, E. Kevin Bethel, certify that:

1. I have reviewed this annual report on Form 10-K of Nevada Power Company (dba NV Energy);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 19, 2010

/s/ E. Kevin Bethel  
E. Kevin Bethel  
Interim Chief Financial Officer  
Nevada Power Company (dba NV Energy)  
(Principal Financial Officer)

**EXHIBIT 31.6**

**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER REQUIRED BY  
SECTION 302(A) OF THE SARBANES-OXLEY ACT OF 2002**

**SIERRA PACIFIC POWER COMPANY (dba NV ENERGY)  
("Registrant")**

I, E. Kevin Bethel, certify that:

1. I have reviewed this annual report on Form 10-K of Sierra Pacific Power Company (dba NV Energy);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)), for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

February 19, 2010

/s/ E. Kevin Bethel  
E. Kevin Bethel  
Interim Chief Financial Officer  
Sierra Pacific Power Company (dba NV Energy)  
(Principal Financial Officer)

**EXHIBIT 32.1**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

**NV ENERGY, INC.  
("Registrant")**

In connection with this report of NV Energy, Inc. on Form 10-K for the year ended December 31, 2009 as filed with the Securities and Exchange Commission on the date hereof, I, Michael W. Yackira, President and Chief Executive Officer of registrant, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. This report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in this report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

/s/ Michael W. Yackira  
Michael W. Yackira  
President and Chief Executive Officer  
NV Energy, Inc.  
(Principal Executive Officer)  
February 19, 2010

This Certification accompanies this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent the registrant specifically incorporates it by reference.

A signed original of this written statement required by Section 906 has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

**NEVADA POWER COMPANY (dba NV ENERGY)  
("Registrant")**

In connection with this report of Nevada Power Company (dba NV Energy) on Form 10-K for the year ended December 31, 2009 as filed with the Securities and Exchange Commission on the date hereof, I, Michael W. Yackira, President and Chief Executive Officer of registrant, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. This report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in this report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

/s/ Michael W. Yackira

Michael W. Yackira

President and Chief Executive Officer

Nevada Power Company (dba NV Energy)

(Principal Executive Officer)

February 19, 2010

This Certification accompanies this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent the registrant specifically incorporates it by reference.

A signed original of this written statement required by Section 906 has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request.

**EXHIBIT 32.3**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002  
  
SIERRA PACIFIC POWER COMPANY (dba NV ENERGY)  
("Registrant")**

In connection with this report of Sierra Pacific Power Company (dba NV Energy) on Form 10-K for the year ended December 31, 2009 as filed with the Securities and Exchange Commission on the date hereof, I, Michael W. Yackira, Chief Executive Officer of registrant, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. This report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in this report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

/s/ Michael W. Yackira

Michael W. Yackira  
Chief Executive Officer  
Sierra Pacific Power Company (dba NV Energy)  
(Principal Executive Officer)  
February 19, 2010

This Certification accompanies this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent the registrant specifically incorporates it by reference.

A signed original of this written statement required by Section 906 has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

**NV ENERGY, INC.  
("Registrant")**

In connection with this report of NV Energy, Inc. on Form 10-K for the year ended December 31, 2009 as filed with the Securities and Exchange Commission on the date hereof, I, E. Kevin Bethel, Interim Chief Financial Officer of registrant, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. This report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in this report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

/s/ E. Kevin Bethel  
E. Kevin Bethel  
Interim Chief Financial Officer  
NV Energy, Inc.  
(Principal Financial Officer)  
February 19, 2010

This Certification accompanies this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent the registrant specifically incorporates it by reference.

A signed original of this written statement required by Section 906 has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request.

**EXHIBIT 32.5**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

**NEVADA POWER COMPANY (dba NV ENERGY)  
("Registrant")**

In connection with this report of Nevada Power Company (dba NV Energy) on Form 10-K for the year ended December 31, 2009 as filed with the Securities and Exchange Commission on the date hereof, I, E. Kevin Bethel, Interim Chief Financial Officer of registrant, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. This report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in this report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

/s/ E. Kevin Bethel

E. Kevin Bethel  
Interim Chief Financial Officer  
Nevada Power Company (dba NV Energy)  
(Principal Financial Officer)  
February 19, 2010

This Certification accompanies this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent the registrant specifically incorporates it by reference.

A signed original of this written statement required by Section 906 has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request.

**EXHIBIT 32.6**

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002  
  
SIERRA PACIFIC POWER COMPANY (dba NV ENERGY)  
("Registrant")**

In connection with this report of Sierra Pacific Power Company (dba NV Energy) on Form 10-K for the year ended December 31, 2009 as filed with the Securities and Exchange Commission on the date hereof, I, E. Kevin Bethel, Interim Chief Financial Officer of registrant, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

1. This report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
2. The information contained in this report fairly presents, in all material respects, the financial condition and results of operations of the registrant.

/s/ E. Kevin Bethel

E. Kevin Bethel  
Interim Chief Financial Officer  
Sierra Pacific Power Company (dba NV Energy)  
(Principal Financial Officer)  
February 19, 2010

This Certification accompanies this Report pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the registrant for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liability of that section. Such certification will not be deemed to be incorporated by reference into any filing under the Securities Act or the Exchange Act, except to the extent the registrant specifically incorporates it by reference.

A signed original of this written statement required by Section 906 has been provided to the registrant and will be retained by the registrant and furnished to the Securities and Exchange Commission or its staff upon request.