

AMENDATORY AGREEMENT

SIERRA PACIFIC POWER COMPANY
BEOWAWE GEOTHERMAL POWER COMPANY

TRANSMISSION SERVICES AGREEMENT

THIS AMENDATORY AGREEMENT, is entered into as of this 29th day of April, 1992, by SIERRA PACIFIC POWER COMPANY, a Nevada Corporation ("Sierra"), and BEOWAWE GEOTHERMAL POWER COMPANY, a California general partnership ("Partnership"), consisting of Crescent Valley Energy Company, a California corporation (CVEV), and Oxbow Power of Beowawe, a Delaware corporation ("Oxbow"). Sierra and the Partnership are sometimes referred to individually as "Party" and collectively as "Parties".

WITNESSETH:

WHEREAS, Sierra and the Partnership have entered into and executed a Transmission Services Agreement dated August 6, 1986 ("Agreement"), as amended July 5, 1988; and

WHEREAS, the Parties desire to amend the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to the Parties, the Parties agree as follows:

ARTICLE 1 - EFFECTIVE DATE

- 1.1 This Amendatory Agreement shall be effective ("Effective Date") on June 1, 1992 or such other date as may be designated by the Federal Energy Regulatory Commission ("Commission") when accepted for filing.

- 1.2 Sierra shall make the required filing of this Amendatory Agreement with the Commission for its acceptance, and the Partnership shall provide Sierra, for inclusion with such filing, a letter of concurrence stating the Partnership's support and concurrence with the terms and conditions of this Amendatory Agreement. If the FERC issues an order not accepting this Amendatory Agreement for filing in its entirety and without change, the Parties shall exercise best efforts to amend the Amendatory Agreement to comply with the FERC order or negotiate a replacement agreement providing similar benefits to both Parties. In the event such amendment or replacement agreement is not executed by the Parties by the sixtieth (60) day following the FERC's issuance of such order, this Amendatory Agreement shall terminate after such sixtieth (60) day.

ARTICLE 2 - DEFINED TERMS

- 2.1 This Amendatory Agreement contains certain terms that have been defined in the Agreement, and when used in this Amendatory Agreement such defined terms shall have the same meanings as used in the Agreement.

ARTICLE 3 - AMENDMENTS

- 3.1 The Parties mutually agree that the following sections of the Agreement shall be hereby amended as follows:

3.1.1 Section 1.(i) shall be amended to read in its entirety:

- (i) Transmission Demand - 13,000 kilowatts or such other amount as determined pursuant to Section 3 (c).

3.1.2 Section 7. (b) shall be amended to read in its entirety:

- (b) Except as set forth in Section 7 (d), nothing contained herein shall be construed as affecting in any way the right of Sierra to thereafter unilaterally make application to the FERC for a change in rates under Section 205 of the Federal Power Act and pursuant to the FERC's Rules and Regulations promulgated thereunder. Nothing contained herein shall be construed as affecting in any way the right of Sierra to put into effect any change in rates, or as preventing in any way any

change in rates from becoming effective, on an interim basis or otherwise, under said Section and pursuant to said Rules and Regulations.

3.2 All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

This Amendatory Agreement shall not be construed by the Parties as a filing to the FERC under Section 7 (b) of the Agreement.

This Amendatory Agreement is executed in three counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendatory Agreement to be executed in several counterparts by their duly authorized officers as of the date first above written.

SIERRA PACIFIC POWER COMPANY

By: Gerald W. Canning

Name: Gerald W. Canning

Title: Vice President, Electric Operations



BEOVAWE GEOTHERMAL POWER COMPANY

A California General Partnership of

CRESCENT VALLEY ENERGY

COMPANY, Partner

By: Richard M. Banister

Name: RICHARD M. BANISTER

Title: VICE PRESIDENT

OXBOW POWER OF BEOVAWE,

Partner

By: Bernard H. Cherry

Name: Bernard H. Cherry

Title: President

Sierra Pacific Power Company

a Sierra Pacific Resources company

June 20, 1988

Beowawe Geothermal Power Company
c/o Chevron Geothermal Company of California
Mr. Dale Santii
Manager of Operations
595 Market Street
P.O. Box 7147
San Francisco, CA 94120-7147

Crescent Valley Energy Company
Mr. Mark Murray
Vice President and General Manager
18872 MacArthur Blvd.
Suite 400
Irvine, CA 92715-1448

Re: Sierra's Wheeling Charge Adjustment

Dear Mr. Santii:

As you are aware, the Federal Energy Regulatory Commission (FERC) recently approved Sierra Pacific's filing made in Docket No. ER88-101-00. That filing reflected a decrease in Sierra Pacific's wheeling charge from \$3.79 to \$3.62 per KW month, which results from FERC's Order No. 475 reflecting the reduction in the federal corporate income tax rate. The Transmission Services Agreement between Sierra Pacific and Beowawe Geothermal Power Company must be amended to reflect such decrease.

In a letter from Sierra Pacific to Beowawe Resources Co. dated April 22, 1988 (attached), Sierra Pacific notified Beowawe of the approval of the filing and made refunds retroactive to July 1, 1987 under the Agreement. Billings are currently being made at the new \$3.62 per KW month rate.

The following paragraph amends the Transmission Services Agreement: Pursuant to Section 7(b) of the Agreement, Sierra hereby modifies the transmission charge in Section 4(a) from \$3.79 per kilowatt-month to \$3.62 per kilowatt-month, effective at 2400 hours on June 30, 1987. This rate reduction is being made due to a FERC Order requesting a modification due to the reduction in the Federal Corporate Income Tax Rate. This rate change does not constitute one of the rate changes in a twelve month period pursuant to Section 7(d) of the Transmission Services Agreement.

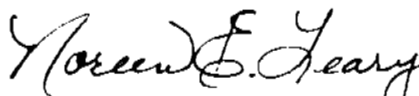
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Page Two
June 20, 1988

If this amendment is acceptable to Beowawe Geothermal Power Company, please countersign both copies in the spaces provided below. Return one fully signed original of this letter back to Sierra, and attach the other original to Beowawe's copy of the Agreement.

Please call me or Colin Duncan (702) 689-4417 if you have any questions.

With regards,



Noreen E. Leary, Manager
Power & Fuel Contracts
(702) 689-4889

AGREED TO BY:
BEOWAWE GEOTHERMAL POWER COMPANY, A CALIFORNIA GENERAL PARTNERSHIP OF:

CHEVRON GEOTHERMAL COMPANY OF CALIFORNIA, PARTNER

BY: 

TITLE: VICE PRESIDENT

DATE: June 29, 1988

AND

CRESCENT VALLEY ENERGY COMPANY, PARTNER

BY: 

TITLE: VICE PRESIDENT

DATE: July 5, 1988