

## AMENDMENT NO. 1 TO WSPP CONFIRMATION

This Amendment No. 1 to WSPP Confirmation (this "**First Amendment**") is made and entered into as of this 3<sup>rd</sup> day of November, 2008 (the "**First Amendment Execution Date**") by and between Newmont Nevada Energy Investment LLC ("**NNEI**") and Sierra Pacific Power Company ("**SPPC**") (each of NNEI and SPPC, a "**Party**" and, collectively, the "**Parties**").

### **Recitals**

A. NNEI and SPPC are parties to that certain WSPP Confirmation dated as of August 22, 2007 (the "**Underlying Confirmation**").

B. NNEI and SPPC desire to amend the Underlying Confirmation as provided herein, subject to approval of the PUCN as further described herein.

### **Agreement**

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Capitalized Terms.** All terms capitalized but not defined herein will have the meanings ascribed thereto in the Underlying Confirmation.

2. **Permitted Bandwidth.** "**Permitted Bandwidth**" will mean, with respect to each Hour of Delivery, a range starting at two (2) MW below and ending at two (2) MW above the quantity of Energy scheduled by SPPC for such Hour of Delivery. Notwithstanding any other term or provision of the Underlying Confirmation to the contrary:

(a) for any Hour of Delivery, if the quantity of Energy delivered by NNEI falls within the Permitted Bandwidth, then such quantity of Energy delivered will be deemed Contract Energy for all purposes, and will be purchased and accepted by SPPC; provided, however, that with respect to any Hour of Delivery, in no event will be SPPC be obligated to purchase or accept any quantity of Energy in excess of the Contract Capacity; and

(b) for any Hour of Delivery in which:

(i) SPPC has scheduled less than the quantity of Energy that NNEI has forecasted as available, and

(ii) NNEI delivers less than the quantity of Energy scheduled by SPPC, but does deliver a quantity of Energy within the Permitted Bandwidth;

then, with respect any such Hour of Delivery, the quantity of Energy forecasted as available by NNEI will be deemed the amount "made available" by NNEI for such Hour of Delivery.

3. **PUCN Approval.** Within ninety (90) days after the First Amendment Execution Date, SPPC shall submit this First Amendment to the PUCN for a determination that the terms and conditions of the Confirmation, as amended by this First Amendment are just and reasonable. This First Amendment shall be of no force or effect unless and until the PUCN has approved this First Amendment within one-hundred-thirty-five (135) days after being submitted by SPPC. If the PUCN does provide such approval within the foregoing time frame, then the date on which an order of the PUCN approving this First Amendment becomes effective pursuant to Nevada Administrative Code Section 703.790 will be the "**First Amendment Effective Date**" for all purposes.

4. **Effectiveness; Inconsistencies.** NNEI and SPPC acknowledge and declare the Underlying Confirmation to be in full force and effect as of the date hereof, and agree that immediately and automatically upon the First Amendment Effective Date, the "**Confirmation**" will be deemed to be the Underlying Confirmation as modified by this First Amendment, and that the express terms and provisions of this First Amendment will govern to the extent of any inconsistencies with the terms and provisions of the Underlying Confirmation. In the event that this First Amendment does become effective, then the terms and provisions of Section 2 of this First Amendment will be retroactively applied going back to September 1, 2008.

5. **Governing Law.** This First Amendment will be governed by and construed in accordance with the laws of the State of Nevada.

6. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representative as of the First Amendment Execution Date

NEWMONT NEVADA ENERGY  
INVESTMENT, LLC

By: Newmont USA Limited, a  
Delaware corporation doing business  
In Nevada as Newmont Mining Corporation  
Its Manager,

By: Richard J. Matthews  
Name: Richard J. Matthews  
Title: Its Vice President

SIERRA PACIFIC POWER  
COMPANY

By: Roberto R. Denis  
Name: Roberto R. Denis  
Title: SVP