

As filed with the Securities and Exchange Commission on August 26, 1999

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

SCHEDULE 13E-3  
RULE 13E-3 TRANSACTION STATEMENT  
(PURSUANT TO SECTION 13 (E) OF THE SECURITIES EXCHANGE ACT OF 1934)

COMPANIA BOLIVIANA de ENERGIA ELECTRICA S.A. -  
BOLIVIAN POWER COMPANY LIMITED

-----  
(Name of Issuer)

Compania Boliviana de Energia Electrica S.A. -  
Bolivian Power Company Limited  
Tosli Acquisition B.V.  
Tosli Investments N.V.  
NRG Energy, Inc.  
Nordic Power Invest AB  
Vattenfall AB

-----  
(Name of Person(s) Filing Statement)

Common Stock Without Nominal or  
Par Value

-----  
(Title of Class of Securities)

204425 102

-----  
(CUSIP Number of Class of Securities)

David H. Peterson  
Chairman Of the Board and Chief Executive Officer  
Compania Boliviana de Energia Electrica S.A. -  
Bolivian Power Company Limited  
Obrajes, Ave. Hernando Siles #5635  
Entre Calles 10 y 11  
La Paz, Bolivia

-----  
(Name, Address and Telephone Number of Person Authorized to Receive Notice and  
Communications on Behalf of Person(s) Filing Statement)

Copy To:

Frank Voigt, Esq.  
Dorsey & Whitney LLP  
220 South Sixth Street  
Pillsbury Center South  
Minneapolis, MN 55402-1498  
(612) 340-2781

This statement is filed in connection with (check the appropriate box):  
[X] a. The filing of solicitation materials or an information statement  
subject to Regulation 14A [17 CFR 240.14a-1 to 240.14b-1],  
Regulation 14C [17 CFR 240.14c-1 to 240.14c-101] or Rule 13e-3(c)

- [ ] b. [ss.240.13e-3(c)] under the Securities Exchange Act of 1934.  
 [ ] b. The filing of a registration statement under the Securities Act of 1933.  
 [X] c. A tender offer  
 [ ] d. None of the above.

Check the following box if the soliciting materials or information statement referred to in check box (a) are preliminary copies: [ ]

CALCULATION OF FILING FEE

TRANSACTION VALUATION *	AMOUNT OF FILING FEE
\$84,051,500	\$16,810

\* For purposes of calculating fee only. This amount assumes the purchase at a price of U.S. \$20.00 net per share of 4,202,575 outstanding shares of Company Common Stock. The amount of the filing fee, calculated in accordance with Regulation 240.0-11 of the Securities Exchange Act of 1934, as amended, equals 1/50th of one percent of the value of the shares purchased.

[ ] CHECK BOX IF ANY PART OF THE FEE IS OFFSET AS PROVIDED IN RULE 0-11 (A) (2) AND IDENTIFY THE FILING WITH WHICH THE OFFSETTING FEE WAS PREVIOUSLY PAID. IDENTIFY THE PREVIOUS FILING BY REGISTRATION STATEMENT NUMBER, OR SCHEDULE AND THE DATE OF ITS FILING.

Amount Previously Paid: \$0

Form or Registration No.: N/A

Filing Parties: Compania Boliviana de Energia Electrica S.A. - Bolivian Power Company Limited  
 Tosli Acquisition B.V.  
 Tosli Investments N.V.  
 NRG Energy, Inc.  
 Nordic Power Invest AB  
 Vattenfall AB

Date Filed: August 26, 1999

CROSS REFERENCE SHEET  
 (PURSUANT TO GENERAL INSTRUCTION F TO SCHEDULE 13E-3)

INTRODUCTION

This Rule 13E-3 Transaction Statement is being filed in connection with an offer by Tosli Acquisition B.V., a Netherlands private limited liability

company, (the "Purchaser") and a wholly-owned subsidiary of Tosli Investments N.V., a Netherlands public limited liability company ("Tosli") that is equally owned, through subsidiaries, by NRG Energy, Inc., a Delaware corporation and a wholly-owned limited liability subsidiary of Northern States Power Company, a Minnesota corporation, and Nordic Power Invest AB, a Swedish corporation, and a wholly-owned subsidiary of Vattenfall AB, a Swedish corporation that is wholly-owned by the State of Sweden, to purchase all the outstanding common shares (the "Shares"), without nominal or par value, of Compania Boliviana de Energia Electrica S.A. - Bolivian Power Company Limited (the "Company"), at a purchase price of U.S. \$20.00 per Share, net to the Seller in cash, without interest (the "Offer Price"), pursuant to the terms and conditions of the Offer to Purchase dated August 26, 1999 (the "Offer to Purchase"), a copy of which is attached hereto as Exhibit (d)(1), and in the related Letter of Transmittal, a copy of which is attached hereto as Exhibit (d)(2), which as amended from time to time, together constitute the "Offer."

All valid tenders not withdrawn prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase) will be accepted. If at the Expiration Date, it is determined that valid tenders representing at least 90% of the number of non-affiliate Shares outstanding on a fully-diluted basis have been or are likely to be received and accepted, the Purchaser, in its sole discretion may extend the Offer. If 90% of such non-affiliate Shares are tendered and accepted, the Purchaser intends to extend the period of time for which the Offer is open for an additional three months, Tosli, which owns 4,030,762 Shares (96.6% of the currently outstanding Shares), intends to tender all of such Shares, and in the event Tosli tenders its Shares, all Shares not tendered will be purchased pursuant to Nova Scotia law, at the Offer Price.

If at the Expiration Date a sufficient number of valid tenders have been accepted to reduce the number of record holders of the Shares to less than 300, the Company intends to deregister the Shares with the United States Securities and Exchange Commission (the "Commission"), and cease filing reports and other information which the Company is currently required to file with the Commission under the requirements of the Securities Exchange Act of 1934, as amended. All valid tenders will be accepted as they are received.

This Cross Reference Sheet is being supplied pursuant to General Instruction F of Schedule 13E-3 and shows the location in the Company's Schedule 14D-1, concurrently being filed with the Commission in connection with the Offer, of information required to be included in response to items of this Statement. A copy of Schedule 14D-1 is attached hereto as Exhibit (d)(9). The information in Schedule 14D-1, including all exhibits thereto, is hereby expressly incorporated herein by reference and the responses to each item are qualified in their entirety by the provisions of Schedule 14D-1. All information in, or incorporated by reference in Schedule 14D-1 or this Statement concerning the Company, or actions or events with respect to the Company, was provided by the Company, and all information in, or incorporated by reference in the Schedule 14D-1 or this Statement concerning the Purchaser or its affiliates, or actions or events with respect to any of them, was provided by the Purchaser.

The Schedule 14D-1 is incorporated by reference in this filing. In addition, the information in this preliminary Schedule is intended to be solely for the information and use of the Commission, and should not be relied upon by any other person for any purpose. Capitalized terms used but not defined in this Statement shall have the respective meanings given them in the Schedule 14D-1.

SCHEDULE 13E-3 ITEM NUMBER AND  
CAPTION

RESPONSE AND/OR LOCATION IN SCHEDULE 14D-1

ITEM 1. ISSUER AND CLASS OF SECURITY  
SUBJECT TO THE TRANSACTION.

(a) - (d)

Item 1. Security and Subject Company.

(e) - (f)

Not applicable.

ITEM 2. IDENTITY AND BACKGROUND.

(a) - (g)

Item 2. Identity and Background.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR  
NEGOTIATIONS.

(a) - (b)

Item 3. Past Contacts, Transactions or Negotiations with the  
Subject Company.

ITEM 4. TERMS OF THE TRANSACTION.

(a)

Item is omitted from Schedule 14D-1.

(b)

Not applicable.

ITEM 5. PLANS OR PROPOSALS OF THE ISSUER  
OR AFFILIATE.

(a) - (f)

Item 5. Purpose of the Tender Offer and Plans or Proposals of  
Bidder.

ITEM 6. SOURCE AND AMOUNT OF FUNDS OR  
OTHER CONSIDERATION.

(a) - (b)

Item 4. Source and Amount of Funds or Other Consideration.

(c) - (d)

Not applicable.

ITEM 7. PURPOSE(S), ALTERNATIVES,  
REASONS AND EFFECTS.

(a) - (c)

Item 5. Purpose of the Tender Offer and Plans or Proposals of  
the Bidder.

(d)

Item 5. Purpose of the Tender Offer and Plans or Proposals of the  
Bidder, except that a discussion on the Federal income tax  
consequences of the Company, its affiliates and unaffiliated  
security holders is omitted from Schedule 14D-1.

ITEM 8. FAIRNESS OF THE TRANSACTION.

(a) - (b); (e)

Item 5. Purpose of the Tender Offer and Plans or Proposals of  
Bidder.

(c)

Not applicable.

(d)

Not applicable.

(f)

Not applicable.

ITEM 9. REPORTS, OPINIONS, APPRAISALS  
AND CERTAIN NEGOTIATIONS.

(a) - (c)

Item 8. Persons Retained, Employed or to be Compensated.

ITEM 10. INTEREST IN SECURITIES OF THE  
ISSUER.

(a) - (b)

Item 6. Interest in Securities of the Subject Company.

ITEM 11. CONTRACTS, ARRANGEMENTS OR UNDERSTANDINGS WITH RESPECT TO THE ISSUER'S SECURITIES.

Item 7. Contracts, Arrangements, Understandings or Relationships With Respect to the Subject Company's Securities.

ITEM 12. PRESENT INTENTION AND RECOMMENDATION OF CERTAIN PERSONS WITH REGARD TO THE TRANSACTION.

(a) - (b)

Item 5. Purpose of the Tender Offer and Plans or Proposals of the Bidder.

ITEM 13. OTHER PROVISIONS OF THE TRANSACTION.

(a) - (c)

Not applicable.

ITEM 14. FINANCIAL INFORMATION.

(a)

Item 9. Financial Statements of Certain Bidders.

(b)

Not applicable.

ITEM 15. PERSON AND ASSETS EMPLOYED, RETAINED OR UTILIZED.

(a)

Not applicable.

(b)

Item 8. Persons Retained, Employed or to Be Compensated.

ITEM 16. ADDITIONAL INFORMATION.

Item 10. Additional Information.

ITEM 17. EXHIBITS.

Item 11. Materials to Be Filed as Exhibits.

ITEM 1. ISSUER AND CLASS OF SECURITY SUBJECT TO THE TRANSACTION.

(a)-(d) The information set forth in Item 1 "Security and Subject Company" of Schedule 14D-1 is incorporated herein by reference.

(e) There have been no underwritten public offerings of the Shares for cash registered under the Securities Act or exempt from registration thereunder pursuant to Regulation A.

(f) Not applicable.

ITEM 2. IDENTITY AND BACKGROUND.

The Company (which is the issuer of the class of equity securities that is the subject of the Rule 13e-3 transaction), Tosli Acquisition B.V., Tosli Investments N.V., NRG Energy, Inc., Nordic Power Invest AB, and Vattenfall AB.

(a)-(g) The information set forth in Item 2 "Identity and Background" of Schedule 14D-1 is incorporated herein by reference.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

(a)-(b) The information set forth in Item 3 "Past Contacts, Transactions or Negotiations with the Subject Company" of Schedule 14D-1 is incorporated herein by reference.

ITEM 4. TERMS OF THE TRANSACTION.

(a) See Exhibit (99)(1) hereto.

(b) Not applicable.

ITEM 5. PLANS OR PROPOSALS OF THE ISSUER.

(a) - (f) The information set forth in Item 5 "Purpose of the Tender Offer and Plans and Proposals of Bidder" of Schedule 14D-1 is incorporated herein by reference.

ITEM 6. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a) - (b) The information set forth in Item 4 "Source and Amount of Funds or Other Consideration" of Schedule 14D-1 is incorporated herein by reference.

(c) - (d) Not applicable.

ITEM 7. PURPOSE(S), ALTERNATIVES, REASONS AND EFFECTS.

(a) - (d) The information set forth in Item 5 "Purpose of the Tender Offer and Plans and Proposals of Bidder" of Schedule 14D-1 is incorporated herein by reference.

ITEM 8. FAIRNESS OF THE TRANSACTION.

(a) - (b); (e) The information set forth in Item 5 "Purpose of the Tender Offer and Plans and Proposals of Bidder" of Schedule 14D-1 is incorporated herein by reference.

(c) The transaction was not structured so that approval of at least a majority of unaffiliated security holders is required.

(d) A majority of non-employee directors of the Company have not retained an unaffiliated representative to act solely on the behalf of any unaffiliated holder of Shares.

(f) Not applicable.

7

ITEM 9. REPORTS, OPINIONS, APPRAISALS AND CERTAIN NEGOTIATIONS.

(a)-(b) The information set forth in Item 8 "Persons Retained, Employed or to Be Compensated" of Schedule 14 D-1 is incorporated herein by reference.

(c) The information set forth in Item 11 "Material to Be Filed as Exhibits," and its Exhibit (a) (9), is incorporated herein by reference. These documents shall be made available for inspection and copying at the principal executive offices of the issuer or affiliate during its regular business hours by any interested equity security holder of the issuer or his representative who has been so designated in writing. A copy of these documents will be transmitted by the issuer or affiliate to any interested equity security holder of the issuer or his representative who has been so designated in writing upon written request and at the expense of the requesting security holder.

ITEM 10. INTEREST IN SECURITIES OF THE ISSUER.

(a) - (b) The information set forth in Item 6 "Interest in Securities of the Subject Company" of Schedule 14D-1 is incorporated herein by reference.

ITEM 11. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES.

The information set forth in Item 7 "Contracts, Arrangements, Understandings or Relationships With Respect to the Subject Company's Securities" of Schedule 14D-1 is incorporated herein by reference.

ITEM 12. PRESENT INTENTION AND RECOMMENDATION OF CERTAIN PERSONS WITH REGARD TO THE TRANSACTIONS.

(a) - (b) The information set forth in Item 5 "Purpose of the Tender Offer and Plans and Proposals of Bidder" of Schedule 14D-1 is incorporated herein by reference.

ITEM 13. OTHER PROVISIONS OF THE TRANSACTION.

(a) Appraisal rights are not afforded to the holders of Shares under applicable law or the articles of association of the Company with respect to the Offer.

(b) - (c) Not applicable.

ITEM 14. FINANCIAL INFORMATION.

(a) The information set forth in Item 9 "Financial Statements of Certain Bidders" of Schedule 14D-1 is incorporated herein by reference. See also Exhibits (99) (2) and (99) (3) hereto.

(b) Not applicable.

ITEM 15. PERSONS AND ASSETS EMPLOYED, RETAINED OR UTILIZED.

(a) Not applicable.

(b) The information set forth in Item 8 "Persons Retained, Employed or to Be Compensated" of Schedule 14D-1 is incorporated herein by reference.

ITEM 16. ADDITIONAL INFORMATION.

The information set forth in Item 10 "Additional Information" of Schedule 14D-1 is incorporated herein by reference.

ITEM 17. MATERIALS TO BE FILED AS EXHIBITS.

- (a) (a) (1) Not applicable
- (b) (b) (1) Not applicable

-7-

8

- (c) (c) (1) Employment Agreement of Roger J. Dupuis, dated October 7, 1996 (incorporated by reference to the Company's Form 10-K for the year ended December 31, 1996).
- (c) (2) Employment Agreement of Roland C. Gibson, dated October 7, 1996 (incorporated by reference to the Company's Form 10-K for the year ended December 31, 1996).
- (c) (3) Stockholders Agreement dated as of December 13, 1996, by and between NRG Energy, Inc. and Nordic Power Invest AB (incorporated by reference to the Company's Form 8-K dated December 19, 1986)
- (c) (4) Credit Agreement dated as of August 1, 1997, by and between the Company and Corporacion Andina de Fomento (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1997).
- (c) (5) Stockholder Maintenance Agreement dated August 1, 1997, by and among the Company and Corporacion Andina de Fomento (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1997).
- (c) (6) Form of Pledge Agreement dated as of August 1, 1997, by and among the Company, Corporacion Andina de Fomento and United States Trust Company of New York (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1997).
- (c) (7) Form of Subsidiary Guaranty dated as of August 1, 1997, by and among the Company, Corporacion Andina de Fomento and all Restricted Subsidiaries of the Company made a party to the Agreement by execution of a Joinder to Guaranty in the form attached thereto (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1997).
- (c) (8) Form of Indenture dated as of August 1, 1997, by and between the Company and Corporacion Andina de Fomento (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1997).
- (c) (9) Development Services Agreement, dated October 9, 1998, between Cobee Development LLP and the Company (incorporated by reference to the Company's Form 10-K for the year ended December 31, 1998).
- (d) (d) (1) Offer to Purchase dated August 26, 1999
- (d) (2) Form of Letter of Transmittal
- (d) (3) Form of Notice of Guaranteed Delivery
- (d) (4) Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees
- (d) (5) Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Company and other Nominees
- (d) (6) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9
- (d) (7) Form of Notice of Offer to Purchase
- (d) (8) Press Release issued by the Company, dated August 26, 1999
- (d) (9) Schedule 14D-1



(e) (e) (1) Not applicable

(f) (f) (1) Not applicable

(99) (99) (1) Material terms of the transaction extracted from the Offer to Purchase dated August 26, 1999.

(99) (2) Financial Information extracted from the Company's Form 10-K for each of the years ended December 31, 1998 and 1997.

(99) (3) Financial Information extracted from the Company's Form 10-K for the quarter ended June 30, 1999.

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

August 26, 1999

Compania Boliviana de Energia Electrica S.A.-  
Bolivian Power Company Limited

By: /s/ Roger J. Dupuis

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Roger J. Dupuis  
President and General Manager

Tosli Acquisition B.V.

By: /s/ Valorie A. Knudsen

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Valorie A. Knudsen  
Director of Tosli Investments N.V.

And By: /s/ Gunnar Vallin

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Gunnar Vallin  
Director of Tosli Investments N.V.

Tosli Investments N.V.

By: /s/ Valorie A. Knudsen

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Valorie A. Knudsen  
Director

And By: /s/ Gunnar Vallin

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Gunnar Vallin  
Director

NRG Energy, Inc.

By: /s/ Valorie A. Knudsen

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Valorie A. Knudsen  
Vice President, Corporate Strategy and Emerging Markets

Nordic Power Invest AB

By: /s/ Gunnar Vallin

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Gunnar Vallin  
President

Vattenfall AB

By: /s/ Gunnar Vallin

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Gunnar Vallin  
Senior Vice President

OFFER TO PURCHASE FOR CASH  
ALL OUTSTANDING COMMON SHARES OF

COMPANIA BOLIVIANA DE ENERGIA ELECTRICA S.A. --  
BOLIVIAN POWER COMPANY LIMITED  
AT

U.S. \$20.00 NET PER SHARE  
BY

TOSLI ACQUISITION B.V.  
A WHOLLY-OWNED SUBSIDIARY OF

TOSLI INVESTMENTS N.V.  
THE PRINCIPAL SHAREHOLDER OF THE COMPANY

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY  
TIME, ON FRIDAY, SEPTEMBER 24, 1999, UNLESS THE OFFER IS EXTENDED.

TOSLI ACQUISITION B.V., A NETHERLANDS PRIVATE LIMITED LIABILITY COMPANY,  
HEREBY OFFERS TO PURCHASE ALL OF THE OUTSTANDING COMMON SHARES, WITHOUT NOMINAL  
OR PAR VALUE (THE "SHARES"), OF COMPANIA BOLIVIANA DE ENERGIA ELECTRICA  
S.A. -- BOLIVIAN POWER COMPANY LIMITED, A NOVA SCOTIA CORPORATION (THE  
"COMPANY"), FOR A CASH PRICE OF U.S. \$20.00 NET PER SHARE (THE "OFFER PRICE").

ALL VALID TENDERS NOT WITHDRAWN PRIOR TO THE EXPIRATION DATE (AS DEFINED  
BELOW) WILL BE ACCEPTED. IF AT THE EXPIRATION DATE IT IS DETERMINED THAT VALID  
TENDERS REPRESENTING AT LEAST 90% OF THE NUMBER OF NON-AFFILIATE SHARES  
OUTSTANDING ON A FULLY-DILUTED BASIS HAVE BEEN OR ARE LIKELY TO BE RECEIVED AND  
ACCEPTED, TOSLI ACQUISITION B.V. IN ITS SOLE DISCRETION MAY EXTEND THE OFFER. IF  
90% OF SUCH NON-AFFILIATE SHARES ARE TENDERED AND ACCEPTED, TOSLI ACQUISITION  
B.V. INTENDS TO EXTEND THE PERIOD OF TIME FOR WHICH THE OFFER IS OPEN FOR AN  
ADDITIONAL THREE MONTHS, TOSLI INVESTMENTS N.V., A NETHERLANDS PUBLIC LIMITED  
LIABILITY COMPANY THAT OWNS 4,030,762 SHARES (96.6% OF THE CURRENTLY OUTSTANDING  
SHARES), INTENDS TO TENDER ALL OF SUCH SHARES, AND IN THE EVENT TOSLI  
INVESTMENTS N.V. TENDERS ITS SHARES, ALL SHARES NOT TENDERED WILL BE PURCHASED  
PURSUANT TO NOVA SCOTIA LAW, AT THE OFFER PRICE. SEE SECTIONS 1 AND 4 BELOW.

IF AT THE EXPIRATION DATE A SUFFICIENT NUMBER OF VALID TENDERS HAVE BEEN  
ACCEPTED TO REDUCE THE NUMBER OF RECORD HOLDERS OF THE SHARES TO LESS THAN 300,  
THE COMPANY INTENDS TO DEREGISTER THE SHARES WITH THE UNITED STATES SECURITIES  
AND EXCHANGE COMMISSION (THE "COMMISSION"), AND CEASE FILING REPORTS AND OTHER  
INFORMATION WHICH THE COMPANY IS CURRENTLY REQUIRED TO FILE WITH THE COMMISSION  
UNDER THE REQUIREMENTS OF THE SECURITIES EXCHANGE ACT OF 1934 (THE "EXCHANGE  
ACT"). SEE SECTION 7 BELOW.

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THE BOARD OF DIRECTORS OF THE COMPANY (THE "BOARD OF DIRECTORS" OR THE  
"BOARD") HAS UNANIMOUSLY DETERMINED THAT THE OFFER DESCRIBED HEREIN IS FAIR TO,  
AND IN THE BEST INTERESTS OF, THE COMPANY AND ITS STOCKHOLDERS (THE  
"STOCKHOLDERS" OR THE "HOLDERS"), HAS UNANIMOUSLY APPROVED THE OFFER AND  
RECOMMENDS THAT THE HOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO  
THE OFFER.

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IMPORTANT

ANY HOLDER DESIRING TO TENDER ALL OR ANY PORTION OF SUCH HOLDER'S SHARES  
SHOULD EITHER (1) COMPLETE AND SIGN THE LETTER OF TRANSMITTAL (OR A FACSIMILE  
THEREOF) IN ACCORDANCE WITH THE INSTRUCTIONS IN THE ATTACHED LETTER OF  
TRANSMITTAL, (2) MAIL OR DELIVER IT AND ANY OTHER REQUIRED DOCUMENTS TO THE  
DEPOSITARY, AND (3) EITHER (A) DELIVER THE CERTIFICATES REPRESENTING SHARES (THE

"CERTIFICATES") TO THE DEPOSITARY (AS DEFINED BELOW) ALONG WITH THE LETTER OF TRANSMITTAL (OR A MANUALLY SIGNED FACSIMILE), (B) DELIVER SUCH SHARES PURSUANT TO THE PROCEDURES FOR BOOK-ENTRY TRANSFER SET FORTH IN SECTION 3 BELOW, OR (C) REQUEST HIS OR HER BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE TO EFFECT THE TRANSACTION FOR HIM OR HER. A HOLDER WHOSE SHARES ARE REGISTERED IN THE NAME OF A BROKER, DEALER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE MUST CONTACT SUCH PERSON IF HE OR SHE DESIRES TO TENDER SUCH SHARES.

IF A HOLDER DESIRES TO TENDER SHARES AND SUCH HOLDER'S CERTIFICATES ARE NOT IMMEDIATELY AVAILABLE, OR THE PROCEDURES FOR BOOK-ENTRY TRANSFER, IF APPLICABLE, CANNOT BE COMPLETED ON A TIMELY BASIS, OR TIME WILL NOT PERMIT ALL REQUIRED DOCUMENTS TO REACH THE DEPOSITARY PRIOR TO THE EXPIRATION DATE, SUCH HOLDER MAY TENDER SUCH SHARES BY FOLLOWING THE PROCEDURES FOR GUARANTEED DELIVERY. SEE SECTION 3 BELOW.

QUESTIONS AND REQUESTS FOR ASSISTANCE MAY BE DIRECTED TO MACKENZIE PARTNERS, INC. (THE "INFORMATION AGENT") AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ON THE BACK COVER OF THIS OFFER TO PURCHASE. ADDITIONAL COPIES OF THIS OFFER TO PURCHASE, THE LETTER OF TRANSMITTAL AND THE NOTICE OF GUARANTEED DELIVERY MAY BE OBTAINED FROM THE INFORMATION AGENT OR FROM BROKERS, DEALERS, COMMERCIAL BANKS OR TRUST COMPANIES WHO ARE THE REGISTERED OWNERS OF SHARES.

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 THE DATE OF THIS OFFER TO PURCHASE IS AUGUST 26, 1999

3

TABLE OF CONTENTS

INTRODUCTION.....	1
1. Terms of the Offer, Expiration Date.....	2
2. Acceptance for Payment and Payment.....	2
3. Procedure for Tendering Shares.....	3
4. Withdrawal Rights; Possible Purchase of Shares Not Tendered.....	5
5. Certain Income Tax Consequences of the Offer.....	7
6. Price Range of Shares; Dividends.....	9
7. Effect of the Offer on the Market for the Shares; Termination of Exchange Act Registration.....	9
8. Certain Information Concerning the Company.....	10
9. Certain Information Concerning the Purchaser, Tosli, NRG, NPI, Vattenfall and NSP.....	12
10. Source and Amounts of Funds.....	19
11. Background of the Offer; Agreements.....	19
12. Purposes of the Offer; Plans for the Company.....	23
13. Certain Conditions to the Offer.....	24
14. Certain Legal Matters; Regulatory Approvals.....	26
15. Fees and Expenses.....	27
16. Miscellaneous.....	27
Schedule A Information Regarding the Directors and Executive Officers of the Purchaser, Tosli, NRG, NPI, Vattenfall and NSP.....	S-1

All currency amounts in this document are, unless otherwise indicated, expressed in United States Dollars.

4

TO THE HOLDERS OF COMMON SHARES OF  
 COMPANIA BOLIVIANA DE ENERGIA ELECTRICA S.A. -- BOLIVIAN POWER COMPANY LIMITED:

INTRODUCTION

Tosli Acquisition B.V., a Netherlands private limited liability company

(the "Purchaser"), hereby offers to purchase all outstanding common shares, without nominal or par value (the "Shares"), of Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited, a Nova Scotia corporation (the "Company"), at a purchase price of U.S. \$20.00 per Share, net to the seller in cash (the "Offer Price"), upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, as amended from time to time, together constitute the "Offer"). The Purchaser is a wholly-owned subsidiary of Tosli Investments N.V., a Netherlands public limited liability company ("Tosli") that is equally owned, through subsidiaries, by NRG Energy, Inc., a Delaware corporation ("NRG"), and Nordic Power Invest AB, a Swedish corporation ("NPI"), a wholly-owned subsidiary of Vattenfall AB, a Swedish corporation ("Vattenfall") that is wholly-owned by the State of Sweden. NRG is a wholly-owned subsidiary of Northern States Power Company, a Minnesota corporation ("NSP").

Tendering stockholders of the Company (the "Stockholders" or the "Holders") who hold Shares in their own name(s) will not be charged brokerage fees or, except as set forth on Instruction 6 of the Letter of Transmittal, stock transfer taxes on the transfer and sale of Shares pursuant to the Offer. The Purchaser will pay all charges and expenses of U.S. Bank Trust National Association, which is acting as Depositary (the "Depositary"), and MacKenzie Partners, Inc., which is acting as the Information Agent (the "Information Agent"), incurred in connection with the Offer. See Section 15 below.

THE BOARD OF DIRECTORS OF THE COMPANY (THE "BOARD OF DIRECTORS" OR THE "BOARD") HAS UNANIMOUSLY DETERMINED THAT THE OFFER DESCRIBED HEREIN IS FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY AND ITS STOCKHOLDERS, HAS UNANIMOUSLY APPROVED THE OFFER AND RECOMMENDS THAT THE HOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

All valid tenders not withdrawn prior to the Expiration Date will be accepted. If at the Expiration Date it is determined that valid tenders representing at least 90% of the number of non-affiliate Shares outstanding on a fully-diluted basis have been or are likely to be received and accepted, the Purchaser in its sole discretion may extend the Offer. If 90% of such non-affiliate Shares are tendered and accepted, the Purchaser intends to extend the period of time for which the Offer is open for an additional three months, Tosli, which owns 4,030,762 Shares (96.6% of the currently outstanding shares), intends to tender all of such Shares, and in the event Tosli tenders its Shares, all Shares not tendered will be purchased pursuant to Nova Scotia law, at the Offer Price. See Sections 1 and 4 below.

If at the Expiration Date a sufficient number of valid tenders have been accepted as will reduce the number of record Holders of the Shares to less than 300, the Company intends to deregister the Shares with the United States Securities and Exchange Commission (the "Commission"), and cease filing reports and other information which the Company is currently required to file with the Commission under the requirements of the Securities Exchange Act of 1934 (the "Exchange Act"). See Section 7 below.

According to the Company's Form 10-Q for the period ended June 30, 1999, as of August 11, 1999, 4,202,575 Shares were issued and outstanding, and 9,700 Shares were reserved for issuance pursuant to employee stock options.

See Section 13 below, which sets forth the conditions to consummation of the Offer, Section 14 below, which discusses certain legal matters and required regulatory consents and approvals, and Section 5 below, which discusses certain income tax consequences relating to the sale of the Shares.

THIS OFFER TO PURCHASE AND THE RELATED LETTER OF TRANSMITTAL CONTAIN IMPORTANT INFORMATION AND SHOULD BE READ IN THEIR ENTIRETY BEFORE ANY DECISION IS MADE WITH RESPECT TO THE OFFER.

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), the Purchaser will accept for payment and pay for all Shares that have been validly tendered and not withdrawn as permitted by Section 4 below. The Offer will expire at 12:00 Midnight, New York City time, on Friday, September 24, 1999 (the "Expiration Date"), unless the Purchaser, in its sole discretion, shall have extended the period of time for which the Offer is open, in which event the term "Expiration Date" shall refer to the latest time and date at which the Offer, as so extended by the Purchaser, shall expire.

Subject to the applicable rules and regulations of the Commission, the Purchaser expressly reserves the right, in its sole discretion, at any time or from time to time, and regardless of whether any of the events set forth in Section 13 hereof shall have occurred or shall have been determined by the Purchaser to have occurred, to waive any of the conditions set forth in Section 13 below, to increase the amount to be paid per Share and to make any other changes in the terms and conditions of the Offer.

The rights reserved by the Purchaser in the preceding paragraph are in addition to the Purchaser's other rights described in Section 4 below. Any extension, amendment or termination will be followed as promptly as practicable by a public announcement. In the case of an extension, Rule 14e-1(d) under the Exchange Act requires that the announcement be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date in accordance with the public announcement requirements of Rule 14d-4(c) under the Exchange Act. Subject to applicable law (including Rules 14d-4(c) and 14d-6(d) under the Exchange Act, which require that any material change in the information published, sent or given to Holders be promptly disseminated in a manner reasonably designed to inform the Holders of such change), and without limiting the manner in which the Purchaser may choose to make any public announcement, the Purchaser currently intends to make announcements by issuing a release to the Dow Jones News Service. For purposes of the Offer, "business day" has the meaning set forth in Rule 14d-1 under the Exchange Act.

If the Purchaser extends the Offer, or if the Purchaser (whether before or after its acceptance for payment of Shares) is delayed in its purchase of or payment for Shares or is unable to pay for Shares pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer, the Depository may retain tendered Shares on behalf of the Purchaser, and such Shares may not be withdrawn except to the extent tendering Holders are entitled to withdrawal rights as described in Section 4 below.

If the Purchaser makes a material change in the terms of the Offer or the information concerning the Offer or waives a material condition of the Offer, the Purchaser will extend the Offer and, if necessary, disseminate additional tender offer materials to the extent required by Rules 14d-4(c), 14d-6(d) and 14e-1 under the Exchange Act.

The Company has provided or will provide the Purchaser with the Company's Stockholder list and security position listings for the purpose of disseminating the Offer to Holders. This Offer to Purchase and the related Letter of Transmittal and other relevant materials will be mailed to record Holders of Shares, and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the Stockholder lists or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

## 2. ACCEPTANCE FOR PAYMENT AND PAYMENT

Upon the terms and subject to the conditions of the Offer set forth in Section 13 below (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), the Purchaser will accept for payment and pay for all Shares validly tendered and not withdrawn on or prior to the Expiration Date as soon as legally permissible after the satisfaction or waiver of the conditions related to the regulatory approvals referred to in

Section 13 below. Any determination concerning the satisfaction of such terms and conditions of the Offer will be determined in good faith by the Purchaser. Subject to the applicable rules of the Commission, the Purchaser expressly reserves the right to delay acceptance for payment of or payment for

2

6

Shares in order to comply, in whole or in part, with any applicable law or government regulation. Any such delays will be effected in compliance with Rule 14c-1(c) under the Exchange Act (relating to a bidder's obligation to pay for or return tendered securities promptly after the termination or withdrawal of such bidder's offer).

For purposes of the Offer, the Purchaser shall be deemed to have accepted for payment tendered Shares when, as and if the Purchaser gives oral or written notice to the Depositary of its acceptance of the tenders of such Shares. Payment for Shares accepted for payment pursuant to the Offer will be made by deposit of the Offer Price with the Depositary, which will act as agent for the tendering Holders for the purpose of receiving payments from the Purchaser and transmitting such payments to tendering Holders. For a description of the procedure for tendering Shares pursuant to the Offer, see Section 3 below. Accordingly, payment may be made to tendering Holders at different times if delivery of the Shares and other required documents occur at different times. UNDER NO CIRCUMSTANCES WILL INTEREST BE PAID BY THE PURCHASER ON THE CONSIDERATION PAID FOR SHARES PURSUANT TO THE OFFER, WHETHER OR NOT THE PURCHASER EXERCISES ITS RIGHTS TO EXTEND THE OFFER OR THERE ARE DELAYS IN MAKING SUCH PAYMENT.

IF THE PURCHASER INCREASES THE CONSIDERATION TO BE PAID FOR SHARES PURSUANT TO THE OFFER, THE PURCHASER WILL PAY SUCH INCREASED CONSIDERATION FOR ALL SHARES PURCHASED PURSUANT TO THE OFFER.

The Purchaser reserves the right to transfer or assign the right to purchase all or any portion of the Shares tendered pursuant to the Offer to any affiliate of the Purchaser or any group of which the Purchaser or any affiliate is a member, provided, however, that any such transfer or assignment will not prejudice the rights of tendering Holders to receive payment for Shares validly tendered.

If any tendered Shares are not purchased pursuant to the Offer for any reason, or if the certificates representing the Shares ("Certificates") are submitted for more Shares than are tendered, Certificates for such unpurchased or untendered Shares will be returned (or, in the case of Shares tendered by book-entry transfer, such Shares will be credited to an account maintained at one of the Book-Entry Transfer Facilities (as defined in Section 3 below)), without expense to the tendering Holder, as promptly as practicable following the expiration or termination of the Offer.

### 3. PROCEDURE FOR TENDERING SHARES

Valid Tenders. For a Holder to validly tender Shares pursuant to the Offer, either (a) a properly completed and duly executed Letter of Transmittal (or a facsimile thereof) and any other documents required by the Letter of Transmittal or an Agent's Message (as defined below) must be received by the Depositary at its address set forth below and either (i) Certificates to be tendered must be received by the Depositary, at one of its addresses set forth on the back cover of this Offer to Purchase or (ii) such Shares must be delivered pursuant to the procedures for book-entry transfer described below and a Book-Entry Confirmation (as defined below) must be received by the Depositary, in each case prior to the Expiration Date, or (b) the guaranteed delivery procedure described below must be complied with.

Book-Entry Transfer. The Depositary will establish accounts with respect to the Shares at The Depositary Trust Company (the "Book-Entry Transfer Facility") for purposes of the Offer within two business days after the date of this Offer to Purchase. Any financial institution that is a participant in the system of the Book-Entry Transfer Facility may make book-entry delivery of Shares by

causing the Book-Entry Transfer Facility to transfer such Shares into the Depository's account in accordance with the Book-Entry Transfer Facility's procedures for transfer. However, although delivery of Shares may be effected through book-entry transfer at the Book-Entry Transfer Facility, the Letter of Transmittal (or a facsimile thereof), properly completed and duly executed, with any required signature guarantees, or an Agent's Message, and any other required documents, must in any case, be transmitted to, and received by, the Depository at one of its addresses set forth on the back cover of this Offer to Purchase prior to the Expiration Date, or the tendering Stockholder must comply with the guaranteed delivery procedures described below.

3

7

The confirmation of a book-entry transfer into the Depository's account at the Book-Entry Transfer Facility as described herein is referred to herein as a "Book-Entry Confirmation." DELIVERY OF DOCUMENTS TO THE BOOK-ENTRY TRANSFER FACILITY IN ACCORDANCE WITH THE BOOK-ENTRY TRANSFER FACILITY'S PROCEDURES DOES NOT CONSTITUTE DELIVERY TO THE DEPOSITARY.

The term "Agent's Message" means a message transmitted by the Book-Entry Transfer Facility to, and received by, the Depository and forming a part of a Book-Entry Confirmation, which states that the Book-Entry Transfer Facility has received an express acknowledgment from the participant in the Book-Entry Transfer Facility tendering the Shares that such participant has received and agrees to be bound by the terms of the Letter of Transmittal and that the Purchaser may enforce such agreement against the participant.

THE METHOD OF DELIVERY OF CERTIFICATES, THE LETTER OF TRANSMITTAL AND ANY OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH THE BOOK-ENTRY TRANSFER FACILITY, IS AT THE OPTION AND RISK OF THE TENDERING HOLDER, AND THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY (INCLUDING, IN THE CASE OF A BOOK-ENTRY TRANSFER, A BOOK-ENTRY CONFIRMATION). IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

Signature Guarantees. No signature guarantee is required on the Letter of Transmittal (a) if the Letter of Transmittal is signed by a registered Holder (which term, for purposes of this Section, includes any participant in the system of the Book-Entry Transfer Facility whose name appears on a security position listing as the owner of the applicable security) of Shares tendered therewith and such registered Holder has not completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" on the Letter of Transmittal, or (b) if the securities are tendered for the account of a financial institution (including most commercial banks, savings and loan associations and brokerage houses) that is a participant in the Security Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program (each, an "Eligible Institution"). In all other cases, all signatures on the Letter of Transmittal must be guaranteed by an Eligible Institution. See Instructions 1 and 5 to the Letter of Transmittal.

If the Certificates are registered in the name of a person other than the signer of the Letter of Transmittal, or if payment is to be made or Certificates not tendered or not accepted for payment are to be returned to a person other than the registered Holder, then the tendered Certificates must be endorsed in blank or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered owner or owners appear on the Certificates, with the signatures guaranteed as described above. See Instructions 1 and 5 of the Letter of Transmittal.

Guaranteed Delivery. If a Holder desires to tender Shares pursuant to the Offer and such Holder's Certificates are not immediately available or time will not permit all required documents to reach the Depository on or prior to the Expiration Date, or the procedure for book-entry transfer cannot be completed on a timely basis, such Shares may nevertheless be tendered if all the following



conditions are satisfied:

(i) the tender is made by or through an Eligible Institution;

(ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Purchaser herewith, is received by the Depository on or prior to the Expiration Date; and

(iii) the appropriate Certificates (or, if applicable, a Book-Entry Confirmation) representing all tendered securities, in proper form for transfer, together with the appropriate Letter of Transmittal (or facsimile thereof), properly completed and duly executed, with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message) and any other documents required by the Letter of Transmittal, are received by the Depository within three trading days after the execution of such Notice

4

8

of Guaranteed Delivery. A trading day is any day on which the New York Stock Exchange, Inc. ("NYSE") is open for business.

The Notice of Guaranteed Delivery must include a guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery, and may be delivered by hand or transmitted by telegram, facsimile transmission or mail to the Depository at one of the addresses set forth on the back cover of this Offer to Purchase.

IN ALL CASES, SHARES SHALL NOT BE DEEMED VALIDLY TENDERED UNLESS A PROPERLY COMPLETED AND DULY EXECUTED LETTER OF TRANSMITTAL (OR A FACSIMILE THEREOF) IS RECEIVED BY THE DEPOSITARY.

The Purchaser's acceptance for payment of Shares validly tendered pursuant to the Offer will constitute a binding agreement between the tendering Holder and the Purchaser upon the terms and subject to the conditions of the Offer.

Appointment as Proxy. By executing a Letter of Transmittal as set forth above, a tendering Holder irrevocably appoints designees of the Purchaser as the Holder's attorneys-in-fact and proxies in the manner set forth in the Letter of Transmittal, each with full power of substitution, to the full extent of the Holder's rights with respect to the Shares tendered by the Holder and accepted for payment by the Purchaser (and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after the Expiration Date). All such powers of attorney and proxies shall be considered irrevocable and coupled with an interest in the tendered securities. This appointment will be effective when, and only to the extent that, the Purchaser accepts the tendered Shares for payment. Upon such acceptance for payment, all prior powers of attorney, proxies or consents given by the Holder with respect to the tendered Shares will, without further action, be revoked, and no subsequent powers of attorney, proxies or consents may be given (and, if given, will not be deemed to be effective) with respect thereto. The designees of the Purchaser will, with respect to the tendered Shares and other securities for which appointment is effective, be empowered to exercise all voting and other rights of such Holder as they in their sole discretion may deem proper at any annual, special or adjourned meeting of the Company's stockholders, by written consent or otherwise. The Purchaser reserves the right to require that, in order for Shares to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser must be able to exercise full voting and other rights of a record and beneficial holder, including action by written consent, with respect to such Shares.

Determination of Validity. All questions as to the validity, form, eligibility (including time of receipt) and acceptance for payment of any tendered Shares pursuant to any of the procedures described above will be determined by the Purchaser, in its sole discretion, whose determination shall be final and binding on all parties. The Purchaser reserves the absolute right

to reject any or all tenders of any Shares determined by it not to be in proper form or if the acceptance for payment of, or payment for, such Shares may, in the opinion of the Purchaser's counsel, be unlawful. The Purchaser also reserves the absolute right to waive any defect or irregularity in any tender with respect to Shares of any particular Holder, whether or not similar defects or irregularities are waived in the case of other Holders. No tender of Shares will be deemed to have been validly made until all defects and irregularities have been cured or waived. None of the Purchaser, Tosli, NRG, NPI, Vattenfall, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in tenders or will incur any liability for failure to give any such notification. The Purchaser's interpretation of the terms and conditions of the Offer (including the Letter of Transmittal and the instructions thereto) will be final and binding on all parties.

#### 4. WITHDRAWAL RIGHTS; POSSIBLE PURCHASE OF SHARES NOT TENDERED

Withdrawal Rights. Tenders of Shares made pursuant to the Offer are irrevocable; provided that Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date. Thereafter, such tenders may be withdrawn at any time after September 24, 1999, if they have not previously been accepted for payment as provided. See Section 14(d)5 or Rule 14d-f of the Exchange Act.

5

9

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the securities to be withdrawn, the number of Shares to be withdrawn and the name of the registered Holder, if different from that of the person who tendered such Shares. If Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Certificates, the serial numbers of the particular Certificates evidencing the Shares to be withdrawn and a signed notice of withdrawal with signatures guaranteed by an Eligible Institution, except in the case of Shares tendered for the account of an Eligible Institution, must also be furnished to the Depositary as described above. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3 above, any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will not be deemed to be validly tendered for purposes of the Offer. Withdrawn Shares may, however, be re-tendered for purposes of the Offer by following one of the procedures described in Section 3 above at any time prior to the Expiration Date.

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by the Purchaser, in its sole discretion, whose determination will be final and binding on all parties. None of the Purchaser, Tosli, NRG, NPI, Vattenfall, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

Possible Purchase of Shares Not Tendered. The Companies Act of the Province of Nova Scotia, under which the Company was incorporated, provides in substance (in Section 132) that if, at the conclusion of a tender offer for all of the outstanding securities of a company (the "Transferor Company") that has been held open for tenders for a period of at least four months, tenders are received and accepted for at least 90% of the Transferor Company's outstanding shares, the party acquiring shares in the tender offer (the "Transferee Company") may, within four months after the termination of the tender offer, give notice to non-tendering holders of shares, that it desires to purchase all of such shares

for the same per-share consideration paid in the tender offer. If such notice is given by the Transferee Company, unless upon application by a non-tendering shareholder within one month following such notice, a court of competent jurisdiction orders otherwise, the Transferee Company will have the right and become bound to acquire the shares not tendered for that consideration. At the end of the one-month period (or such later date as a court to whom application has been made makes its final determination), the Transferee Company must transfer to the Transferor Company the funds necessary to purchase the shares not tendered, to be held in trust for the benefit of the holders of such shares. Upon the transfer of such funds, the Transferee Company will become the holder of record of such shares.

Case law interpretations of Section 132 indicate that when an affiliate of the tendering party owns 90% or more of the outstanding securities that are the subject of the offer, the 90% threshold cannot be met with the shares held by the affiliate. Accordingly, the Purchaser will not invoke the provisions of Section 132 unless tenders are received and accepted for 90% of the Shares held by persons not affiliated with Tosli.

If at the Expiration Date it is determined that 90% of the Shares held by persons not affiliated with Tosli, are likely to be received and accepted, the Purchaser in its sole discretion may extend the Offer. If 90% of such non-affiliate shares are tendered and accepted, the Purchaser intends to extend the period of time for which the Offer is open for an additional three months, Tosli intends to tender its Shares to the Purchaser, and the total Shares tendered and accepted pursuant to the Offer will exceed 99.5% of the Shares presently outstanding. If this occurs, it is the Purchaser's intention to exercise its rights under Section 132 of the Companies Act, and to purchase all Shares remaining outstanding. Holders of such Shares will be paid U.S. \$20.00 net per share, and, following the purchase procedure described above, will no longer be Stockholders of the Company. The tax and other consequences to such Holders will be the same as those for any Holder tendering Shares whose tender in response to the Offer is accepted.

## 5. CERTAIN INCOME TAX CONSEQUENCES OF THE OFFER

### UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain United States federal income tax consequences of the Offer to U.S. Holders whose Shares are purchased pursuant to the Offer. In general, a "U.S. Holder" is any Holder that is (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity treated as a corporation or a partnership for United States federal income tax purposes created or organized in or under the laws of the United States, any state thereof or the District of Columbia (unless, in the case of a partnership, the Treasury Regulations provide otherwise), (iii) an estate whose income is subject to United States federal income tax regardless of its source, or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust. Notwithstanding the preceding sentence, to the extent provided in the Treasury Regulations, certain trusts in existence on August 20, 1996, and treated as United States persons prior to that date, that elect to continue to be treated as United States persons will also be U.S. Holders. The following summary is based upon the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), the applicable Treasury Regulations promulgated and proposed thereunder, judicial authority and administrative rulings and practice. Legislative, judicial or administrative interpretations are subject to change, possibly on a retroactive basis, at any time and therefore could alter or modify the statements and conclusions set forth below.

The following summary deals only with Shares held as capital assets by U.S. Holders. This summary does not address all aspects of United States federal income taxation that may be relevant to a particular U.S. Holder in light of

such Holder's personal investment circumstances, or those U.S. Holders subject to special treatment under the United States federal income tax laws (for example, life insurance companies and tax-exempt organizations, or U.S. Holders who acquired their Shares through the exercise of employee stock options or other compensation arrangements). In addition, the summary does not address any aspect of foreign, state, local or estate and gift taxation that may be applicable to a U.S. Holder. Canadian federal income tax considerations are discussed in the following part of this Section 5.

In addition, this discussion assumes that neither the Company nor any of its subsidiaries is or at any time has been subject to any special United States tax laws applicable to foreign corporations, such as the provisions of the Code applicable to passive foreign investment companies ("PFICs"). The Purchaser does not have sufficient information to determine whether the Company is or has at any time been a PFIC. U.S. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE UNITED STATES FEDERAL INCOME TAX CONSEQUENCES TO THEM IF THE COMPANY WERE TO BE CHARACTERIZED AS A PFIC OR TO BE SUBJECT TO ANY OTHER SPECIAL UNITED STATES TAX LAWS APPLICABLE TO FOREIGN CORPORATIONS.

Consequences of the Sale of Shares by U.S. Holders. The sale of Shares by a U.S. Holder pursuant to the Offer will be a taxable transaction for United States federal income tax purposes (and also may be a taxable transaction under applicable state, local, foreign and other income tax laws). In general, for United States federal income tax purposes, a sale of Shares by a U.S. Holder will require a Holder to recognize gain or loss equal to the difference between his or her adjusted tax basis in the Shares sold pursuant to the Offer and the amount of cash received therefor. Gain or loss must be determined separately for each block of Shares (i.e., Shares acquired at the same cost in a single transaction) sold pursuant to the Offer. Such gain or loss will be capital gain or loss, and will be long term gain or loss if on the date of sale the Shares were held for more than one year. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS CONCERNING THESE RULES.

Backup Tax Withholding. Under the Code, a U.S. Holder may be subject, under certain circumstances, to "backup withholding" at a 31% rate with respect to payments made in connection with the Offer. Backup withholding generally applies if the Holder (whether or not a U.S. Holder) (i) fails to furnish his or her Social Security Number or taxpayer identification number ("TIN"), (ii) furnishes an incorrect TIN, (iii) fails properly to report interest or dividends or (iv) under certain circumstances, fails to provide a certified statement, signed under penalties of perjury, that the TIN provided is his or her correct number and that he or she is not subject to backup withholding. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results

7

11

in an overpayment of taxes, a refund may be obtained. Certain persons generally are exempt from backup withholding, including corporations and financial institutions. Certain penalties apply for failure to furnish correct information and for failure to include the reportable payments in income. EACH HOLDER SHOULD CONSULT WITH HIS OR HER OWN TAX ADVISOR AS TO HIS OR HER QUALIFICATIONS FOR EXEMPTION FROM WITHHOLDING AND THE PROCEDURE FOR OBTAINING SUCH EXEMPTION. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING WITHHOLDING TAXES IN GENERAL.

#### CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the principal consequences under the Income Tax Act (Canada) (the "Canadian Tax Act") generally applicable to Holders who, for purposes of the Canadian Tax Act, hold their Shares as capital property and deal at arm's length with the Purchaser and whose Shares are purchased pursuant to the Offer. This summary does not apply to a Holder that is a corporation or a Holder with respect to whom the Company is a "foreign affiliate" within the meaning of the Canadian Tax Act, nor does it apply to Holders subject to special treatment under the Canadian Tax Act, such as financial institutions or

tax-exempt organizations or Holders who do not hold their shares as capital property.

This summary is based on the current provisions of the Canadian Tax Act, the regulations thereunder in force as of the date hereof, and specific proposals to amend the Canadian Tax Act and regulations publicly announced by the Minister of Finance prior to the date hereof. Except for the foregoing, this summary does not take into account or anticipate any changes in law nor does it take into account any tax consequences under taxing statutes of any Canadian province or territory.

The Company has advised the Purchaser that it is not resident in Canada for purposes of the Canadian Tax Act and, accordingly, this summary assumes that status at all relevant times. The Company has also advised that it has not owned and will not own, or did not have and will not have an interest in or option in respect of "taxable Canadian property" within the meaning of the Canadian Tax Act at any time within the 60-month period ending at the time of the sale of a Share and that the Shares have not been deemed by any provision of the Canadian Tax Act to be "taxable Canadian property" within the meaning of Canadian Tax Act.

Holders Resident in Canada. A Holder who is, or is deemed to be, resident in Canada for purposes of the Canadian Tax Act (a "resident Holder") will realize a capital gain (or capital loss) on the sale of a Share pursuant to the Offer to the extent that the cash received by the Holder, net of any reasonable costs of selling the Shares, exceeds (or is less than) the adjusted cost base of the Share to the Holder. A Holder will be required to include in income three-quarters of a capital gain (the "taxable capital gain"), and, generally, will be entitled to deduct three-quarters of a capital loss against taxable capital gains realized by the Holder in the year of sale, in any of the three years preceding the year of sale or in any year following the year of sale.

Non-Residents of Canada. A Holder whose Shares are purchased pursuant to the Offer and who is not, and is not deemed to be a resident of Canada for the purposes of the Canadian Tax Act (a "non-resident Holder") will not be subject to tax under the Canadian Tax Act on the sale of such Shares unless the Holder has used the Shares in carrying on a business (other than an insurance business) in Canada or, in the case of a Holder who is an insurer, the Shares were designated by the Holder under proposed Section 2401 of the regulations to the Canadian Tax Act in respect of an insurance business carried on in Canada.

THE INCOME TAX DISCUSSION SET FORTH ABOVE IS INCLUDED FOR GENERAL INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSTRUED TO BE LEGAL OR TAX ADVICE TO ANY PARTICULAR HOLDER. HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS TO DETERMINE THE UNITED STATES FEDERAL, CANADIAN FEDERAL, STATE, PROVINCIAL, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE OFFER TO THEM IN VIEW OF THEIR OWN PARTICULAR CIRCUMSTANCES.

6. PRICE RANGE OF SHARES; DIVIDENDS

PRICE RANGE OF SHARES AND DIVIDENDS

The Shares were listed on the NYSE under the symbol "BLP" from November 22, 1993 until December 19, 1996, when they were delisted. The following table sets forth, for each of the periods indicated, the reported high and low market prices per Share and dividend declared per Share for the Shares on the NYSE Composite Tape, based on information supplied by the Company ("Company Information").

1997	HIGH	LOW	DIVIDEND DECLARED
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First Quarter.....	(1)	(1)	\$ 5.00 (2)
Second Quarter.....	(1)	(1)	--
Third Quarter.....	(1)	(1)	--
Fourth Quarter.....	(1)	(1)	--

1998

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First Quarter.....	(1)	(1)	\$ 8.32 (2)
Second Quarter.....	(1)	(1)	--
Third Quarter.....	(1)	(1)	--
Fourth Quarter.....	(1)	(1)	--

1999

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First Quarter.....	(1)	(1)	--
Second Quarter.....	(1)	(1)	--
Third Quarter (through August 24, 1999).....	(1)	(1)	--

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- (1) On December 19, 1996, the Company's common stock was delisted from the NYSE. Since then, there has been no established active trading market for the Company's common stock. The Company is unable to estimate the current aggregate market value of the Company's common stock held by non-affiliates since it has no information concerning recent trading prices.
- (2) The Company terminated its policy of paying regular quarterly dividends when the Shares were delisted from the NYSE. However, the Company paid a special cash dividend of \$5.00 per share in January 1997 and a special cash dividend of \$8.32 per share in January 1998. There is no current intention that any further special dividends will be paid or that the policy of paying regular quarterly cash dividends will be reinstated. The Company's ability to pay dividend is restricted by the Agreement between the Company and Corporacion Andina de Fomento ("CAF"), which the parties entered into in August 1997. CAF is a multilateral, supernational financial institution, the shareholders of which are the member countries of the Andean Community.

7. EFFECT OF THE OFFER ON THE MARKET FOR THE SHARES; TERMINATION OF EXCHANGE ACT REGISTRATION

EFFECT OF THE OFFER ON THE MARKET FOR THE SHARES

Effect of Previous Tender Offer. In November 1996, pursuant to a Purchase Agreement with Tosli, Tosli made a cash tender offer (the "1996 Offer") for all of the outstanding shares of the Company's common stock at \$43.00 per share. The Offer expired on December 18, 1996, and promptly thereafter Tosli purchased all of the shares that had been validly tendered and not withdrawn. As a result, Tosli acquired and now owns 4,060,732, or 96.6%, of the Company's Shares, and became entitled to designate all of the members of the Company's Board of Directors.

Impact of the Offer on Liquidity of the Shares. As a result of the 1996 Offer, the Company was delisted from the NYSE, and since the delisting, there has been no established active trading market for the Shares. See Section 6 above. Since the existence of a public market for the Shares and the availability of quotations for the Shares depends principally upon the number of Holders and the number of Shares available for trading, it is likely that the

effect of the Offer will be to even further limit the liquidity of the Shares. The liquidity of the Shares would likely be further limited if registration of the Shares under the Exchange Act is terminated, as described below, with the result that little (if any) public information will be available with respect to the Company.

#### TERMINATION OF EXCHANGE ACT REGISTRATION

The Shares are currently registered under the Exchange Act. The purchase of the Shares pursuant to the Offer may result in the Shares becoming eligible for termination of such registration under Rule 12g-4 of the Exchange Act. Registration of the Shares under the Exchange Act may be terminated upon application of the Company to the Commission if the Shares are not listed on a national securities exchange and there are fewer than 300 record Holders of the Shares. According to Company Information, as of August 19, 1999, there were approximately 374 Holders of record of Shares.

Termination of registration of the Shares under the Exchange Act would reduce substantially the information required to be furnished by the Company to its Stockholders and to the Commission (see "Available Information" in Section 8 below). It would also make certain provisions of the Exchange Act no longer applicable to the Company, such as the short-swing profit recovery provisions of Section 16(b), the requirement of furnishing a proxy statement in connection with Stockholders' meetings and the related requirements of Rule 14e-3 under the Exchange Act with respect to "going private" transactions. If a sufficient number of Shares are tendered in the Offer, the Purchaser will seek to cause the Company to make an application for termination of registration of the Shares as soon as possible following the purchase of such Shares. There is no current intention to pursue additional tender offers.

#### 8. CERTAIN INFORMATION CONCERNING THE COMPANY

The following information concerning the Company has been taken from the Company's Annual Report on Form 10-K, as amended, for the year ended December 31, 1998 (the "Company 10-K"), and other information filed by the Company with the Commission. Where applicable, certain information has been updated based upon information supplied by the Company. See "Available Information" below.

General. The Company is a Nova Scotia corporation, with its principal executive offices located at Obrajés, Ave. Hernando Siles #5635, Entre Calles 10 y 11, La Paz, Bolivia. The Company generates electricity in Bolivia from 15 hydroelectric power stations and one thermal facility. In 1998, electricity generated by the Company represented approximately 27% of all electricity generated in Bolivia. As of December 31, 1998, the Company's maximum generating capacity was 190 megawatts ("MW").

The Zongo Project. The Company operates its electric generation business under a 40-year Concession granted by the National Government in 1990 and amended in December 1994 and March 1995. Under the terms of its Concession, the Company is obligated to expand its hydroelectric generation capacity. This expansion, which the Company refers to as the "Zongo Project," consists of adding new generation facilities and modernizing existing facilities in the Zongo Valley and constructing transmission lines to transmit the increased generation capacity. The Zongo Project was completed in mid-1999 and has added approximately 65 MW to the Company's generation capacity.

The Miguillas Project. Under the terms of the Concession, the Company also has the right to expand its facilities in the Miguillas Basin (the "Miguillas Project") which, if completed, would add over 200 MW of generation capacity. In accordance with its obligations under the Concession, in late 1995 the Company presented to the Bolivian government a technical-economic feasibility study for the Miguillas Project.

During 1998 the Company actively pursued the Miguillas Project and in May 1998 the Company received bids from certain selected contractors for an engineering, procurement and construction contract for

the first stage of the Miguillas Project which would add approximately 160 MW of generating capacity, principally for the domestic market. The Company also actively explored the financing alternatives for the Miguillas Project.

On August 10, 1998 an administrative action was filed before the Bolivian Superintendency of Electricity by a private Bolivian citizen seeking the termination of the Company's Concession. The Miguillas project has been put on hold as a consequence of this action, due to the uncertainties relating to the outcome of the claim and to the unavailability of financing alternatives for the Miguillas Project if the claim is not resolved in the Company's favor and certain other factors.

The Bulo-Bulo Project. The Company has been involved in the development of a greenfield gas generation facility (the "Bulo-Bulo project"). The Bulo-Bulo project will consist of an 80 MW natural gas fired facility and is being developed in cooperation with another company. The electricity generated by this facility would be fed into the Bolivian grid. If the Bulo-Bulo project is completed, it is expected that the Company would be the operator of the project.

Puerto Suarez Project. In September 1997 the Bolivian Superintendency of Electricity granted the Company a non-exclusive provisional license to perform the necessary studies for the installation of gas-fired generation facilities in Puerto Suarez in Santa Cruz on the Brazilian border (the "Puerto Suarez Project"). The license grants the Company the right to perform studies in order to generate and sell electricity in Puerto Suarez and surrounding areas and to sell electricity in the Brazilian market. The Company is currently conducting those studies in cooperation with three other companies and future advancement of the Puerto Suarez Project will be conditioned on obtaining a satisfactory power purchase agreement, which will thereafter lead to the study of financial alternatives for the Project. As these conditions have not yet been met, there can be no assurance that the Project will be ultimately undertaken.

There can be no assurance that any or all of the Miguillas, Bulo-Bulo or Puerto Suarez Projects will be completed.

Selected Financial and Operating Data. Set forth below is certain selected financial and operating data with respect to the Company and its consolidated subsidiaries excerpted from financial information contained in the Company 10-K. More comprehensive financial information is included in the Company 10-K and other documents filed by the Company with the Commission. The selected financial and operating data should be read in conjunction with, and is qualified in its entirety by reference to the Company 10-K, the Company 10-Q, and such other documents, including the financial statements and related notes therein.

COMPANIA BOLIVIANA DE ENERGIA ELECTRICA S.A. --  
BOLIVIAN POWER COMPANY LIMITED  
SELECTED FINANCIAL AND OPERATING DATA  
(U.S. DOLLARS IN THOUSANDS, EXCEPT SHARE AND PER SHARE AMOUNTS)

	JUNE 30, 1999	YEAR ENDED DECEMBER 31,		
		1998	1997	1996
Total assets.....	\$171,617	\$169,596	\$198,394	\$153,761
Operating revenue.....	15,705	23,739	21,676	20,009
Net income.....	4,702	5,164	6,195	8,434
Net income per common share (a).....	1.12	1.23	1.47	2.01
Book value per common share (a).....	20.50	19.38	18.15	29.96
Cash dividends per common share (a).....	--	--	13.32	0.80

(a) Average Shares outstanding on a fully-diluted basis: 4,202,575, 4,202,575 and 4,201,602 for the years ended December 31, 1998, 1997 and 1996,



respectively, and 4,202,575 at June 30, 1999.

9. CERTAIN INFORMATION CONCERNING THE PURCHASER, TOSLI, NRG, NPI, VATTENFALL AND NSP

All of the information concerning Tosli, Vattenfall and NPI contained in this Offer to Purchase, including financial information, has been supplied by Tosli, Vattenfall and NPI, as the case may be. Although the Purchaser has no knowledge that any such information is untrue, neither the Purchaser, Tosli, Vattenfall, NPI, NRG, the Information Agent nor the Depositary takes any responsibility for the accuracy or completeness of such information or for any failure by Tosli, Vattenfall or NPI to disclose events that may have occurred or may affect the significance or accuracy of such information.

The Purchaser. The Purchaser is a Netherlands private limited liability company and a wholly-owned subsidiary of Tosli. To date, the Purchaser has not conducted any business other than in connection with the Offer. Until immediately prior to the time the Purchaser purchases Shares pursuant to the Offer, it is not anticipated that the Purchaser will have any significant assets or liabilities or engage in activities other than those incident to its formation and capitalization and the transactions contemplated by the Offer. Because the Purchaser has minimal assets and capitalization, no financial information regarding the Purchaser is included in this Offer to Purchase.

The principal executive office of the Purchaser is located at J. J. Viottastraat 46, 1071 J.T. Amsterdam, The Netherlands (Phone: 31-20-470-2539). The name, citizenship, business address, principal occupation or employment and five year employment history of each of the directors and executive officers of the Purchaser are set forth in Schedule A.

Tosli. Tosli is a Netherlands limited liability company that is equally owned, through subsidiaries, by NRG and NPI.

The principal executive office of Tosli is located at J. J. Viottastraat 46, 1071 JT Amsterdam, The Netherlands (Phone: 31-20-470-2539). The name, citizenship, business address, principal occupation or employment and five year employment history of each of the directors and executive officers of Tosli are set forth in Schedule A.

Set forth below is summary financial data for Tosli as of December 31, 1998, 1997 and 1996 and for the years then ended, which have been derived from Tosli's audited financial statements. The following financial data is presented in U.S. Dollars and has been prepared in accordance with generally accepted accounting principles in the Netherlands (the "Netherlands GAAP"), which do not materially differ from generally accepted accounting principles in the United States ("U.S. GAAP").

TOSLI INVESTMENTS N.V.  
SELECTED FINANCIAL DATA(\*)  
(U.S. DOLLARS IN THOUSANDS)

	YEAR ENDED DECEMBER 31,		
	----- 1998 -----	1997 -----	1996 -----
STATEMENT OF INCOME DATA:			
Operational income.....	6,026	6,926	(24)
Operational costs.....	(200)	(2,919)	(155)

Net income.....	5,826	4,007	(179)
BALANCE SHEET DATA:			
Total current assets.....	9	24	1,902
Total fixed assets.....	135,147	162,940	175,885
Total assets.....	135,156	162,964	177,787
Total current liabilities.....	215	33,849	56,659
Total long-term liabilities.....	--	--	--
Total stockholders' equity.....	134,941	129,115	125,108

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 (\*) Tosli publishes its financial statements in U.S. Dollars.

Principal Differences Between The Netherlands GAAP and U.S. GAAP. Tosli is not subject to the information filing requirements of the Exchange Act. Accordingly, Tosli does not reconcile its financial information to the U.S. GAAP. However, Tosli believes that the differences between the Netherlands GAAP and U.S. GAAP do not have a material effect on Tosli's financial statements.

NPI. NPI is a Swedish corporation and a wholly-owned subsidiary of Vattenfall. NPI is responsible for Vattenfall's investments outside Europe. One of its projects is a 300 MW co-generation facility in Map Tu Phut in Thailand; another is a hydroelectric project in Laos. Both projects are joint ventures with other parties.

The principal executive offices of NPI are located at (visiting address: Vasagatan 15-17), SE 162 87 Stockholm, Sweden (Phone: 46-8-545 16 110). The name, citizenship, business address, principal occupation or employment and five year employment history of each of the directors and executive officers of NPI are set forth in Schedule A.

Set forth below is summary financial data for NPI as of December 31, 1998, 1997 and 1996 and for the years then ended, which have been derived from NPI's audited financial statements. The following financial data is presented in Swedish Krona and has been prepared in accordance with generally accepted accounting principles in Sweden ("Swedish GAAP"), which (as described below) differ in certain significant respects from U.S. GAAP.

NORDIC POWER INVEST AB  
 SELECTED FINANCIAL DATA (\*)

	YEAR ENDED DECEMBER 31,		
	1998	1997	1996
	----	----	----
	(AMOUNTS IN SWEDISH KRONA)		
STATEMENT OF INCOME DATA:			
Operational income.....	2,123,000	1,196,500	4,714,844
Operational costs.....	32,890,000	68,544,264	34,573,956
Net income.....	497,000	(906)	--
BALANCE SHEET DATA:			
Total current assets.....	72,306,000	106,477,566	67,163,304
Total fixed assets.....	586,016,000	584,421,343	398,563,985
Total current liabilities.....	3,694	19,093,145	16,805,813
Total long-term liabilities.....	755	18,557,007	783,810
Total liabilities.....	4,449	37,650,152	17,589,623
Total stockholders' equity.....	653,873,000	653,248,758	448,137,666

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 (\*) NPI publishes its financial statements in Swedish Krona. On August 20, 1999, the Wall Street Journal reported that as of August 19, 1999, one U.S. dollar equaled 8.2258 Swedish Krona.

Vattenfall. Vattenfall is a Swedish corporation that is wholly-owned by the State of Sweden. Vattenfall is the largest energy company in the Nordic market.

Vattenfall believes it produces and delivers about half of Sweden's total electricity requirements and believes it is one of Europe's six largest power suppliers. It generates its electricity primarily through hydro and nuclear power plants. It also conducts operations in the areas of heating, natural gas, accessory services and energy techniques.

The principal executive offices of Vattenfall are located at (visiting address: Jamtlandsgatan 99), SE 162 87 Stockholm, SE Sweden (Phone: 46-8-677-65-50). The name, citizenship, business address, principal occupation or employment and five year employment history of each of the directors and executive officers of Vattenfall are set forth in Schedule A.

Set forth below is summary consolidated financial data for Vattenfall as of December 31, 1998, 1997 and 1996 and for the years then ended, which have been derived from Vattenfall's audited consolidated financial statements. The following financial data is presented in Swedish Krona and has been prepared in accordance with Swedish GAAP, which (as described below) differ in certain significant respects from U.S. GAAP.

VATTENFALL AB  
SELECTED CONSOLIDATED FINANCIAL DATA (\*)

	YEAR ENDED DECEMBER 31,		
	1998	1997	1996
	----	----	----
	(AMOUNTS IN SWEDISH KRONA)		
CONSOLIDATED STATEMENT OF INCOME DATA:			
Operational income.....	27,957,000,000	28,458,000,000	29,030,000,000
Operational costs.....	21,890,000,000	21,245,000,000	21,358,000,000
Net income.....	2,664,000,000	3,399,000,000	3,725,000,000
CONSOLIDATED BALANCE SHEET DATA:			
Total current assets.....	16,920,000,000	15,782,000,000	15,904,000,000
Total fixed assets.....	66,436,000,000	63,090,000,000	62,709,000,000
Total current liabilities.....	15,143,000,000	16,641,000,000	13,743,000,000
Total long-term liabilities.....	18,973,000,000	15,228,000,000	22,473,000,000
Total liabilities.....	51,031,000,000	47,714,000,000	49,738,000,000
Total stockholders' equity.....	32,325,000,000	31,158,000,000	28,875,000,000
Provisions included in the total liabilities....	14,702,000,000	13,541,000,000	11,532,000,000
Minority interest included in the total liabilities.....	2,213,000,000	2,304,000,000	1,990,000,000

\* Vattenfall publishes its financial statements in Swedish Krona. On August 20, 1999, the Wall Street Journal reported that as of August 19, 1999, one U.S. dollar equaled 8.2258 Swedish Krona.

Principal Differences Between Swedish GAAP and U.S. GAAP. Neither Vattenfall nor NPI is subject to the information filing requirements of the Exchange Act. Accordingly, neither Vattenfall nor NPI reconciles its financial information to the U.S. GAAP. However, the differences between Swedish GAAP and U.S. GAAP that Vattenfall and NPI believe would have a material effect on Vattenfall's financial statements or NPI's financial statements are as follows:

- (a) Investment in associated companies. Under Swedish GAAP, investments in associated companies may be recorded at historical cost. Under U.S. GAAP, investments in associated companies, when the investment exceeds 20% of the voting stock and the investor has the ability to exercise significant influence over the investee, would be accounted for using the equity method whereby the original investment is recorded at historical cost and is adjusted periodically to recognize the company's share of earnings or losses subsequent to the date of acquisition. Any differences between the underlying equity in the net assets of the associate company and the historical cost of the investment would be

amortized over a period not to exceed 40 years.

(b) Income recognition. Under Swedish GAAP, income from contracting and consulting services may be recognized according to the completed contract method. Under U.S. GAAP, income from these services would be recognized using the percentage of completion method whereby income is recognized as work progresses on the contract.

(c) Deferred income taxes. Under Swedish GAAP, deferred income taxes are generally recognized on timing differences only to the extent that it is likely that a tax liability will arise in the foreseeable future. Under U.S. GAAP, deferred tax liabilities are required to be recognized on all differences between the book and tax basis of assets and liabilities, regardless of the likelihood of reversal or crystallization. Deferred tax assets, including tax loss carryforwards, are recognized to the extent it is more likely than not that such assets will be realized.

15

19

(d) Investments in short-term investments. Under Swedish GAAP, short-term investments are recorded at the lower of cost or market. Under U.S. GAAP, short term investments are classified as either trading or available for sale and carried at market value. Changes in the market value of securities classified as available for sale are recorded as a separate component of equity, net of applicable deferred taxes. Changes in the market value of securities classified as trading are included in earnings.

(e) Pensions. Under Swedish GAAP, pension obligations are recorded based upon actuarial calculations. Such actuarial calculations are generally more flexible than U.S. GAAP and furthermore do not provide for increases in future compensation. Under U.S. GAAP, a specific actuarial method (the projected unit credit method) must be used. Additionally, the calculation and timing of the recording of losses related to early retirement programs differ between Swedish GAAP and U.S. GAAP.

(f) Fixed assets. Under Swedish GAAP, certain assets may be revalued at amounts in excess of cost and subsequently depreciated if relating to depreciable assets. The revaluations can be used to increase shareholders' equity or to make necessary write downs of other assets. Under U.S. GAAP, revaluations of assets are not permitted.

(g) Statement of cash flows. Under Swedish GAAP, a statement of changes in financial position is required to be presented. Under U.S. GAAP, a statement of cash flows is required to be presented.

(h) Untaxed reserves. Under Swedish GAAP, untaxed reserves, which are allowable deductions for income tax purposes, are charged against earnings and included in liabilities. Under U.S. GAAP, these reserves would not be charged against earnings, however, the deferred tax benefit of these permitted deductions would be recorded to the extent it is more likely than not that the benefit will be realized.

NRG. NRG, a Delaware corporation and a wholly-owned subsidiary of NSP, is one of the leading participants in the independent (i.e., non-utility) power generation industry in the United States. Established in 1989, NRG is principally engaged in the acquisition, development and operation of, and ownership of interests in, independent power production and cogeneration facilities, thermal energy production and transmission facilities and resource recovery facilities. The principal executive offices of NRG are located at 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403 (Phone: (612) 373-5300). The name, citizenship, business address, principal occupation or employment and five year employment history of each of the directors and executive officers of NRG are set forth in Schedule A.

16

Set forth below is Selected Consolidated Financial Data for NRG and its consolidated subsidiaries excerpted or derived from the information contained in NRG's Annual Report on Form 10-K for the year ended December 31, 1998 (the "NRG 10-K"). More comprehensive financial information is included in the NRG 10-K, NRG 10-Q and other documents filed by NRG with the Commission. See "Available Information."

NRG ENERGY, INC.  
SELECTED CONSOLIDATED FINANCIAL DATA  
(DOLLARS IN THOUSANDS)

	JUNE 30, 1999 -----	YEAR ENDED DECEMBER 31, -----		
		1998 ----	1997 ----	1996 ----
CONSOLIDATED STATEMENT OF INCOME DATA:				
Operating revenues.....	\$ 113,173	\$100,424	\$ 92,052	\$ 71,649
Operating income.....	811	57,012	18,109	20,276
Other income (expense).....	(24,694)	(40,934)	(19,618)	5,953
	-----	-----	-----	-----
Net income.....	1,401	41,472	21,982	19,978
	=====	=====	=====	=====
CONSOLIDATED BALANCE SHEET DATA:				
Net property, plant and equipment.....	\$1,127,203	\$204,729	\$185,891	\$129,649
Investments in projects (1).....	811,491	800,924	694,655	365,749
Long term debt, including current maturities.....	809,661	502,476	498,855	212,141
Stockholders' equity.....	698,526	579,332	450,698	421,914

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(1) NRG accounts for investments in projects where ownership is 50% or less, and where there is no effective and legal control, using the equity method of accounting. Equity in earnings of projects includes NRG's proportional share of all net income or losses attributable to project investments accounted for using the equity method.

NSP. NSP is predominantly an operating public utility engaged in the generation, transmission and distribution of electricity in Minnesota, North and South Dakota, and Western Wisconsin, and in the transportation and distribution of natural gas, in Minnesota, Wisconsin, North Dakota, South Dakota, Michigan and Arizona. NSP was incorporated under the laws of Minnesota. Its executive offices are located at 414 Nicollet Mall, Minneapolis, Minnesota 55401 (Phone: (612) 330-5500). The name, citizenship, business address, principal occupation or employment and five year employment history of each of the directors and executive officers of Northern States are set forth in Schedule A.

The common stock of NSP is listed on the NYSE, and NSP is subject to the information filing requirements of the Exchange Act. More comprehensive information is included in document filed by NSP with the Commission. See "Available Information."

On March 24, 1999, NSP and New Century Energies, Inc., a Delaware corporation (NCE), entered into an Agreement and Plan of Merger (the "Merger Agreement") providing for a strategic business combination of NCE and NSP. Pursuant to the Merger Agreement, NCE will be merged with and into NSP with NSP as the surviving corporation in the Merger. The Merger Agreement was approved by the shareholders of NSP and NCE on June 28, 1999.

Consummation of the Merger is subject to certain closing conditions, including, among others, approval or regulatory review by certain state utilities regulators, the Commission under the Public Utility Holding Company Act of 1935, as amended, the Federal Energy Regulatory Commission, the Nuclear Regulatory Commission, the Federal Communications Commission and expiration or termination of the waiting period applicable to the Merger under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended. The Merger is expected to take from 12 to 18 months to complete.

Available Information. The Company, NRG and NSP are subject to the information filing requirements of the Exchange Act and, in accordance therewith, are required to file periodic reports, proxy statements and other information with the Commission relating to their businesses, financial condition and other matters. Information, as of particular dates, concerning NRG's and NSP's directors and officers, their remuneration, stock options granted to them, the principal holders of their NRG's and NSP's securities, any material interests of such persons in transactions with either of them and other matters is required to be described in proxy statements distributed to the Stockholders and filed with the Commission. These reports, proxy statements and other information should be available for inspection at the public reference facilities of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, and should also be available for inspection and copying at prescribed rates at the regional offices of the Commission located at Seven World Trade Center, 13th Floor, New York, New York 10048 and Citicorp Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of this material may also be obtained by mail, upon payment of the Commission's customary fees, from the Commission's principal office at 450 Fifth Street, N.W., Washington, D.C. 20549. The Commission also maintains a site on the World Wide Web at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding registrants that file electronically with the Commission.

Except as otherwise noted in this Offer to Purchase, all of the information concerning the Company, NRG and NSP contained in this Offer to Purchase, including financial information, has been taken from or based upon publicly available documents and records on file with the Commission and other publicly available information. Although the Purchaser has no knowledge that any such information is untrue, neither the Purchaser, Tosli, NPI, Vattenfall, the Information Agent nor the Depositary takes any responsibility for the accuracy or completeness of such information or for any failure by the Company NRG or NSP to disclose events that may have occurred or may affect the significance or accuracy of such information.

#### REPRESENTATIONS OF PURCHASER ENTITIES

Except as set forth in this Offer to Purchase:

(i) neither the Purchaser nor any of its affiliates (collectively, the "Purchaser Entities") nor, to the best knowledge of any of the Purchaser Entities, any of the persons listed on Schedule A hereto, has any contract, arrangement, understanding or relationship with any other person with respect to securities of the Company, including, but not limited to, any (ii) contract, arrangement, understanding or relationship concerning the transfer or the voting of any securities of the Company, joint ventures, loan or option arrangements, puts or calls, guarantees of loans, guarantees against loss or the giving or withholding of proxies;

(ii) since August 20, 1999, none of the Purchaser Entities nor, to the best knowledge of any of the Purchaser Entities, any of the persons listed on Schedule A hereto, has had any business relationships or transactions with the Company or any of its executive officers, directors or affiliates that would require reporting under the rules of the Commission;

(iii) since August 20, 1999, no persons listed on Schedule A hereto, has had any business relationships or transactions with the Company or any of its executive officers, directors or affiliates that would require reporting under the rules of the Commission;

(iv) since August 20, 1999, there have been no contacts, negotiations or transactions between the Purchaser Entities, or their respective subsidiaries or, to the best knowledge of any of the Purchaser Entities, any of the persons listed on Schedule A hereto, and the Company or its affiliates, concerning a merger, consolidation or acquisition, tender offer

or other acquisition of securities, election of directors or a sale or other transfer of a material amount of assets;

(v) during the last five years, none of the Purchaser Entities nor, to the best knowledge of any of the Purchase Entities, any of the persons listed in Schedule A hereto, (i) has been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or (ii) was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such

22

proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws; and

(vi) except as set forth in Section 11 below, none of the Purchaser Entities nor, to the best knowledge of any of the Purchaser Entities, any of the persons listed on Schedule A hereto, beneficially owns any Shares or has effected any transaction in such equity securities during the past 60 days.

10. SOURCE AND AMOUNTS OF FUNDS

The total amount of funds required by the Purchaser to consummate the Offer and to pay fees and expenses related to the Offer is estimated to be approximately \$3,579,735 (which assumes the purchase of all Shares outstanding on a fully-diluted basis, including non-affiliate shares but excluding those held by Tosli, and excluding Shares reserved for issuance pursuant to employee stock options). The Purchaser will obtain these funds from Tosli or Tosli shareholders through loans, advances or capital contributions. No final decisions have been made concerning the methods such parties will employ to obtain such funds. Such decisions, when made, will be based on such parties' review from time to time of the amounts of funding required, the advisability of particular actions, and prevailing interest rates and other financial and economic conditions.

	AMOUNT
	-----
	(U.S. DOLLARS)
Non-Affiliate Shares.....	\$3,436,260
Accounting Fees.....	3,000
Attorney Fees.....	97,000
Depositary Fees.....	8,500
Advertising Fees.....	7,665
Information Agent.....	3,500
SEC Filing Fees.....	16,810
Canadian Filing Fees.....	2,000
Miscellaneous.....	5,000
	-----
TOTAL.....	\$3,579,735
	=====

11. BACKGROUND OF THE OFFER; AGREEMENTS

BACKGROUND OF THE OFFER

Since the completion of the 1996 Offer (see Section 7 above), the Company has received inquiries from Stockholders concerning some means of providing such Stockholders with liquidity for their investments. The Company has stated its intention to explore such means, if practicable. In addition, the Company has

considered various means of reducing the number of its stockholders of record to a number which would allow it to cease reporting to the Commission under the Exchange Act and thereby reduce its annual administrative costs, and Tosli, the Company's principal stockholder, has expressed a desire to acquire the Shares not owned by it.

On June 10, 1999, the Board of Directors met to consider the proposal by Tosli to make the Offer and the terms to be offered to the Company's Stockholders. The form of the transaction (an offer by the Purchaser, a wholly-owned subsidiary of Tosli) was decided upon based on the advice of United States, Canadian and Dutch counsel as to the preferable form for allowing Tosli to purchase, if possible, all outstanding Shares. See the discussion in Section 4 above under the caption "Possible Purchase of Shares Not Tendered." The Board also discussed the fact that the Offer, even if it did not succeed in the goal of acquiring all outstanding Shares, would result in desired liquidity for the Stockholders and might result in the acquisition by the Purchaser of enough Shares to permit the Company to terminate its registration of the Shares under the Exchange Act, thereby achieving the Company's objective of reducing or eliminating the cost of reporting to the Commission under the Exchange Act.

19

23

At the June 10 meeting a presentation was made to the Board which explained the background of the Offer and the form of the Offer, and the Board and representatives of the Purchaser had preliminary discussions concerning a suggested Offer Price. Specifically, the Board considered the fact that an Offer would address the goals described above relating to Stockholder expectations and liquidity and reductions in Company expenses. During the presentation, it was noted that a proposed Offer Price of \$20.00 per Share would represent (i) a slight premium over a price based upon the Company's projected 1999 earnings per Share, and (ii) a small discount from a price determined by subtracting from the price of the 1996 Offer (\$43.00) the premium represented by such price over the market price for the Shares prior to the Company's announcement that it had retained advisors to assist it with studying certain strategic alternatives, including the sale of up to 100 percent of the Company (\$5.87), and adding the dividends paid to Stockholders since the 1996 Offer (\$13.32) ( $\$43.00 - \$5.87 = \$37.13 - \$13.32 = \$23.81$ ). The Board also took note of the fact that there are no current price quotations for the Shares.

After discussion by the full Board, all but two of whose members are representatives of NPI and NRG (see Schedule A), the Members of the Board decided to defer a determination of the fairness of a \$20.00 Offer Price pending review of additional information concerning the current value of the Company's Shares. Thereafter the Board obtained and reviewed additional information indicating that the implied value of the Shares of the Company which are the subject of this Offer is between \$12.00 and \$20.00 per Share, with a mid-point of \$16.00 per share. This range was arrived at by comparing the Company's financial projections to the estimated financial projections of various publicly traded South American utility companies similar to the Company (Endesa Chile, Gener, Central Puerto and Costanera) and then using various formulations for ascertaining a per Share value, which included comparing (i) price to projected earnings (based on year-to-date earnings), (ii) aggregate market value to book value, (iii) firm value to Earnings Before Interest Taxes, Depreciation and Amortization (EBITDA) and (iv) equity value to generating capacity and megawatt hours of electricity sold.

Based on the information received and discussed at the June 10 meeting and the additional information obtained and reviewed by the Board, the Board then unanimously adopted a joint written action concluding that an Offer Price of \$20.00 would be fair to the Stockholders not affiliated with Tosli and that the terms of the Offer (including the Offer Price) are in the best interests of the Company and the Stockholders, and determined that the Board should recommend to the Stockholders that they accept the Offer and tender their Shares pursuant to the Offer. In making its decision, the Board considered the following factors:

(i) the appropriateness of a \$20.00 Offer price, giving consideration



to a variety of factors, including the price of the 1996 Offer and the approximate valuations of comparable companies;

(ii) the fact that the Offer represents a viable and acceptable means of offering the Stockholders liquidity with respect to their Shares;

(iii) the positive impact on the Company if the Offer results in a reduction of the number of Stockholders to a number that will allow the Company to cease filing reports and otherwise complying with the requirements of the Exchange Act;

(iv) the simplicity of Company corporate governance if the Offer results in the Company having only one Stockholder (Tosli); and

(v) the likelihood that the Offer will result in a reduction of the Company's exposure to Stockholder complaints and possibly litigation if liquidity is not provided to the Stockholders.

While it did not give specific weight to any of these factors, the Board considered factors (i) and (ii) most important in making its decision as to the fairness of the Offer Price.

#### EMPLOYMENT AND OTHER AGREEMENTS

Employment Agreement with Roger J. Dupuis. The Company and Roger J. Dupuis entered into an Employment Agreement as of October 7, 1996 (the "Dupuis Employment Agreement"). Under the agreement, Mr. Dupuis' employment by the Company is for an indefinite period commencing on October 7,

20

24

1996 and ending on the date of termination pursuant to the provisions of the Dupuis Employment Agreement. Under those provisions, the Company may terminate the Dupuis Employment Agreement at any time after October 31, 1998 by giving Mr. Dupuis sixty days' prior written notice, and Mr. Dupuis may terminate the Dupuis Employment Agreement at any time after October 31, 1998 or at any time upon sixty days' prior written notice upon the occurrence of certain events, such as a change in his duties or a reduction in his salary or benefits. The Company pays Mr. Dupuis a base salary at the rate of \$154,350 per annum, payable in substantial equal monthly installments. (Such amount, as it may be increased from time to time, is hereinafter referred to as the "Base Salary"). The Base Salary and Mr. Dupuis' other compensation are reviewed annually and may be increased or maintained as the Board of Directors may determine. The Company may also pay Mr. Dupuis an annual incentive bonus in such amount as the Board of Directors may determine.

Employment Agreement with Roland C. Gibson. The Company and Roland C. Gibson entered into an Employment Agreement as of October 7, 1996 (the "Gibson Employment Agreement"). Under the agreement, Mr. Gibson's employment by the Company is for an indefinite period commencing on October 7, 1996 and ending on the date of termination pursuant to the provisions of the Gibson Employment Agreement. Under those provisions, the Company may terminate the Gibson Employment Agreement at any time after October 31, 1998 by giving Mr. Gibson sixty days' prior written notice, and Mr. Gibson may terminate the Gibson Employment Agreement at any time after October 31, 1998 or at any time upon sixty days' prior written notice upon the occurrence of certain events, such as a change in his duties or a reduction in his salary or benefits. The Company pays Mr. Gibson a base salary at the rate of \$88,200 per annum, payable in substantial equal monthly installments. (Such amount, as it may be increased from time to time, is hereinafter referred to as the "Base Salary"). The Base Salary and Mr. Gibson's other compensation are reviewed by the Board of Directors at least annually and may be increased or maintained as the Board of Directors may determine. The Company may also pay Mr. Gibson an annual incentive bonus in such amount as the Board of Directors may determine.

Stockholders Agreement. Pursuant to a Stockholders Agreement, dated as of

December 13, 1996, NRG and NPI have made various agreements relating to their ownership of interests in Tosli and the Company. Under the Stockholders Agreement, NRG and NPI agreed that they would observe the following basic principles governing the ownership and management of the Company and Tosli:

(i) NRG and NPI shall cooperate in a spirit of good faith and fair dealing in an effort to develop a harmonious working relationship for the purpose of maximizing the long-term value of their investments in the Company.

(ii) The Company shall be operated as an independent, self-sufficient entity. Neither NRG nor NPI shall have authority to bind or make commitments on behalf of the Company or Tosli.

(iii) Neither NRG nor NPI shall be obligated to make any equity investments in or loans to the Company or Tosli or issue guarantees in favor of the Company or Tosli.

(iv) The Board of Directors of the Company shall make decisions in the basis of the benefit to the Company of such decisions rather than the partisan interest of either NRG or NPI; provided, however, that while Tosli holds any shares of the Company's common stock, Tosli has agreed to take all lawful action so that NRG and NPI may vote (subject to the corporate governance provisions of the Stockholders Agreement) those shares in the same proportions as their respective percentage ownership interests in Tosli.

(v) The Company shall deal at arm's-length with NRG and NPI.

(vi) NRG and NPI shall cooperate fully to the end that the Company and Tosli will qualify for a "participation exemption" under the laws of the Netherlands.

(vii) The Company shall conduct its business with due consideration to applicable environmental standards.

Upon purchase of shares pursuant to the 1996 Offer, Tosli became entitled to designate all of the members of Company's Board of Directors. Under the Stockholders Agreement, NRG and NPI have agreed

21

25

that the Board of Directors of the Company will consist of three designees of NRG (currently Messrs. Peterson, Bluhm and Will), three designees of NPI (currently Messrs. Fagerlund, Lundgren and Vallin) and three additional Directors (currently Messrs. Corr, Gonzalez and one vacancy) who are mutually satisfactory to NPI and NRG. Each member of the Company's Board of Directors own one share of the Company's common stock.

The Stockholders Agreement also provides that "Major Matters" require the approval of at least six Directors. Major Matters include (i) amendments to the Company's Memorandum or Articles of Association, (ii) approvals of mergers and other corporate reorganizations of the Company, (iii) changes in the Company's dividend policy, (iv) any borrowings or guarantees by the Company in excess of \$10,000,000 in any one case, (v) changes in the Company's auditors, (vi) changes in the Company's business objectives by entering into businesses other than the generation, transmission and/or distribution of heat or electricity, or services related thereto, (vii) any material amendments of the Company's material agreements, (viii) any material commitments regarding the Mato Grosso Project or the Miguillas Project, or (ix) any exit from the Company's existing rate base. In addition to the Board approvals specified above, the matters referred to in clauses (i), (iv) and (vi) require the concurrence of at least one Director designated by NPI.

The Board approvals specified above are in addition to the approvals, if any, required of shareholders under applicable law and the Articles of Association.

Under the Stockholders Agreement, the Chairman of the Board and the Secretary of the Company are initially to be designees of NRG and thereafter the Chairmanship is to be rotated every two years, and the position of Secretary is to be rotated annually, between designees of NPI and NRG.

Under the Stockholders Agreement, the common stock held by Tosli, and the shares of Tosli itself, are subject to rights of first refusal and rights of approval of transferees where the proposed transfer includes, directly or indirectly, 25% or more of the then outstanding Shares or would reduce the combined holdings of NRG and NPI to less than 51% of the then outstanding Shares. Neither NPI nor NRG is to acquire any Shares from the Company or other Stockholders except through Tosli.

Pursuant to the Stockholders Agreement, in the event of the transfer of effective working control of NPI by Vattenfall, or of NRG by NSP (other than a spin-off or split-off of NRG to all Stockholders of NSP or a change of control of NSP or Vattenfall), then the other party would have a right to purchase the first party's Shares held by Tosli and the first party's interest in Tosli at fair market value.

The Stockholders Agreement states that each party is free to pursue other business opportunities without offering them to the Company, except as otherwise required by applicable law. However, each party has agreed to ensure that none of its unilateral actions would be detrimental to the Company.

CAF Agreement. The Company entered into a loan agreement with CAF (the "CAF Agreement") in August 1997. CAF is a multilateral, supranational financial institution, the shareholders of which are the member countries of the Andean Community (i.e., Bolivia, Colombia, Ecuador, Peru and Venezuela), plus Chile, Mexico, Trinidad and Tobago, Brazil, Paraguay, Jamaica and 22 private commercial banks. The CAF Agreement provides an A Loan of up to \$30,000,000 (the "A Loan") to be provided by CAF and a B Loan of up to \$45,000,000 (the "B Loan") to be provided by ING Baring (U.S.) Capital Corporation (or an affiliate) and other Participants. The Company has borrowed \$75,000,000 under the CAF Agreement. The A Loan and the B Loan are collateralized by a mortgage on substantially all of the Company's assets.

The CAF Agreement provides for a number of Events of Default, including, among other things, defaults in payment, or defaults in the performance of various covenants, under the CAF Agreement, abandonment of, or cessation of work for more than 90 days on, the Zongo Valley Expansion Project or the occurrence of a material adverse change affecting the Company's ability to perform its obligations under the CAF Agreement.

Shareholder Maintenance Agreement. In connection with the execution of the CAF Agreement, NRG, NPI and CAF entered into the Shareholder Maintenance Agreement. For a period of five years, NPI and NRG have agreed to maintain a combined ownership of at least 40% of each of the voting power and the aggregate capital stock of the Company, provided, however, that they agree to maintain a combined ownership

of more than 50% of each of the voting power and aggregate capital stock unless the voting stock of the Company is publicly traded and at least 20% of the voting power is held by persons other than NRG, NPI and their affiliates. Thereafter, for the remaining term of the financing, NPI and NRG have agreed to maintain a combined ownership of at least 30% of each of the voting power and aggregate capital stock of the Company; provided, however, that they agree to maintain a combined ownership of more than 50% of each of the voting power and aggregate capital stock unless the voting stock of the Company is publicly traded and at least 20% of the voting power is held by management control of the Company. They have also agreed to appoint competent directors of the Company who will exercise diligence and attention to the management of, and appointment of officers with appropriate competence and experience to manage, the Company.

Under the Shareholder Maintenance Agreement, NRG and NPI are prohibited from encumbering or otherwise hypothecating Shares in the Company or any intermediate company through which they hold their ownership interests in the Company.

The Shareholder Maintenance Agreement will automatically terminate upon the repayment in full of all amounts payable under the CAF Agreement. In addition, NRG and NPI shall have the right to transfer all of their capital stock of the Company or of Tosli pursuant to a claims payment settlement under an insurance agreement covering expropriation risk, and thereupon the Shareholder Maintenance Agreement will automatically terminate.

CDLLC Agreement. During 1998, NRG and NPI created a separate jointly-owned entity to provide, among other things, development services on behalf of the Company. On October 9, 1998, this new entity, Cobee Development LLC ("CDLLC"), entered into an agreement with the Company pursuant to which CDLLC agreed to provide development services to the Company in connection with the Miguillas and Puerto Suarez projects. Under the agreement, in return for the provision of such services by CDLLC, the Company agreed that, in the event there is a financing closing in connection with either of the projects, it would reimburse CDLLC's development expenses and pay CDLLC a development fee out of the financing proceeds associated with the project. The agreement expires on December 31, 1999 unless the parties terminate it prior to, or extend it beyond that date.

## 12. PURPOSES OF THE OFFER; PLANS FOR THE COMPANY

### PURPOSES OF THE OFFER

There are several purposes of the Offer:

(a) As discussed in Section 11 above, the Company and its affiliates have previously stated their intention to continue to assess means by which to provide to the Stockholders liquidity for their investments, and the Offer represents a means of accomplishing that goal.

(b) The Company currently spends significant amounts each year in complying with the information reporting requirements under the Exchange Act and related activities. If the Company is able, as a result of responses to the Offer, to terminate the registration of its securities under the Exchange Act, it expects that doing so will enable it to reduce these annual costs. See Section 7 above.

(c) The Purchaser and its affiliates desire to own 100% of the Shares and to simplify the corporate governance of the Company.

### PLANS FOR THE COMPANY

If at the Expiration Date, it is determined that valid tenders representing at least 90% of the number of non-affiliate Shares outstanding on a fully-diluted basis have been or are likely to be received and accepted, the Purchaser in its sole discretion may extend the offer. If 90% of such non-affiliate Shares are tendered and accepted, the Purchaser intends to extend the period of time for which the Offer is open for an additional three months, Tosli, which owns 4,030,762 Shares (96.6% of the currently outstanding shares), intends to tender all of such Shares, and in the event Tosli tenders its Shares, all Shares not tendered will be purchased pursuant to

Nova Scotia law, at the Offer Price and Tosli will become the sole shareholder of the Company. If sufficient Shares are tendered and accepted, the Company intends to terminate the registration of the Shares.

The Shares are currently registered under the Exchange Act. The purchase of the Shares pursuant to the Offer may result in the Shares becoming eligible for

deregistration under the Exchange Act. If the requisite number of Shares are tendered in the Offer, the Purchaser will seek to cause the Company to make an application for termination of registration of the Shares as soon as possible following the consummation of the Offer.

It is not expected that the Offer will result in any change in the operations or financial condition of the Company. Except as described in this Offer to Purchase, none of the Purchaser Entities have any present plans or proposals that would relate to or would result in (i) an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Company or any of its subsidiaries, (ii) a sale or transfer of a material amount of assets of the Company or any of its subsidiaries or (iii) any other material change in the Company's corporate structure or business.

THE OFFER DOES NOT CONSTITUTE A SOLICITATION OF PROXIES FOR ANY MEETING OR A SOLICITATION OF CALLS FOR A SPECIAL GENERAL MEETING OF THE COMPANY'S STOCKHOLDERS. ANY SUCH SOLICITATION WHICH THE PURCHASER OR ITS AFFILIATES MIGHT MAKE WOULD BE MADE ONLY PURSUANT TO SEPARATE PROXY OR SOLICITATION MATERIALS COMPLYING WITH THE REQUIREMENTS OF SECTION 14(a) OF THE EXCHANGE ACT, IF THEN APPLICABLE, AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND THE APPLICABLE PROVISIONS OF THE COMPANY'S MEMORANDUM AND ARTICLES OF ASSOCIATION.

### 13. CERTAIN CONDITIONS TO THE OFFER

Notwithstanding any other provision of the Offer, the Purchaser shall not be required to commence the Offer, accept for payment or, subject to any applicable rules and regulations of the Commission, including Rule 14e-1(c) under the Exchange Act (relating to the Purchaser's obligation to pay for or return tendered Shares promptly after expiration, termination or withdrawal of the Offer), pay for, and may (subject to any such rule or regulation) delay the acceptance for payment of any tendered Shares, and may amend or terminate the Offer as to any Shares not then paid for, if (i) all required approvals of governmental or regulatory authorities shall not have been obtained or made on terms reasonably satisfactory to the Purchaser, or (ii) the Purchaser makes a good faith and reasonable determination that any of the following events shall have occurred and remain in effect:

(a) there shall have been any law, regulation, judgment, injunction or order promulgated, entered, enforced, enacted, issued or deemed applicable to the Offer, or any action taken, by any court of competent jurisdiction or other competent governmental or regulatory authority which, directly or indirectly,

(1) prohibits, or imposes any material limitations on, the Purchaser's ownership or operation (or that of any of its affiliates) of any portion of the businesses or assets of the Company and its subsidiaries which is material to the business of the Company and its subsidiaries taken as a whole or compels the Purchaser (or its affiliates) to dispose of or hold separate any portion of its or the Company's business or assets which is material to the business of all such entities taken as a whole,

(2) prohibits, restrains or makes illegal the acceptance for payment, payment for or purchase of Shares pursuant to the Offer or results in the obligation of the Company (or any of its subsidiaries) or the Purchaser or any of its affiliates to pay material damages with respect to any contract or agreement to which the Company (or any of its subsidiaries) is a party,

(3) imposes material limitations on the ability of the Purchaser (or any of its subsidiaries or affiliates) effectively to acquire or to hold or to exercise full rights of ownership of the Shares purchased pursuant to the Offer, including, without limitation, the right to vote such Shares on all matters properly presented to the Stockholders,

(4) imposes material limitations on the ability of the Purchaser (or any of its affiliates) effectively to control in any material respect any material portion of the business or assets of the Company and its subsidiaries taken as a whole, or

(5) otherwise materially adversely affects the Company and its subsidiaries taken as a whole;

(b) there shall be instituted or pending any action, suit or proceeding brought by a governmental or regulatory authority (1) challenging the acquisition by the Purchaser of Shares or otherwise seeking to restrain or prohibit the making or consummation of the Offer or (2) that could reasonably be expected to result, directly or indirectly, in any of the consequences referred to in clauses (1) through (5) of paragraph (a) above;

(c) there shall have occurred, developed or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any law, regulation, action, government regulation or other occurrence of any nature whatsoever which, in the opinion of the Purchaser, materially adversely affects, or is reasonably likely to materially adversely affect, the financial markets in the United States generally;

(d) all consents of third parties as are necessary in connection with the Offer shall not have been obtained, except such consents the failure to deliver which could not reasonably be expected to have a material adverse effect on the Company and its subsidiaries taken as a whole or on the ability of the Purchaser effectively to acquire or to hold or to exercise full rights of ownership of the Shares purchased pursuant to the Offer or to control the business of the Company and its subsidiaries;

(e) the Board of Directors shall have withdrawn or modified (including by amendment of the Schedule 14D-1) in a manner adverse to the Purchaser, its approval or recommendation of the offer; or

(f) the Purchaser and the Company shall have agreed that the Purchaser shall amend the Offer to terminate the Offer or postpone the payment for Shares thereunder.

The foregoing conditions specified in clause (i) of the first paragraph of this Section 14 and in paragraphs (a) through (f), inclusive, are for the sole benefit of the Purchaser, may be asserted by the Purchaser regardless of the circumstances including any action or inaction by the Purchaser or any of its subsidiaries, may be waived by the Purchaser, in whole or in part at any time and from time to time in the sole discretion of the Purchaser. The failure by the Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

A public announcement will be made of a material change in, or waiver of, such conditions, to the extent required by Rules 14d-4(c) and 14d-6(d) under the Exchange Act, and the Offer will be extended in connection with any such change or waiver to the extent required by such rules.

The foregoing conditions specified in clause (i) of the first paragraph of this Section 14 and in paragraphs (a) through (f), inclusive, are for the sole benefit of the Purchaser, may be asserted by the Purchaser regardless of the circumstances including any action or inaction by the Purchaser or any of its subsidiaries, may be waived by the Purchaser, in whole or in part at any time and from time to time in the sole discretion of the Purchaser. The failure by the Purchaser at any time to exercise any of the foregoing rights shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

A public announcement will be made of a material change in, or waiver of, such conditions, to the extent required by Rules 14d-4(c) and 14d-6(d) under the Exchange Act, and the Offer will be extended in connection with any such change

or waiver to the extent required by such rules.

25

29

#### 14. CERTAIN LEGAL MATTERS; REGULATORY APPROVALS

##### CERTAIN LEGAL MATTERS

General: Except as described in this Section 14, based on a review of publicly available filings by the Company with the Commission and other Company Information, the Purchaser is not aware of any license or regulatory permit that appears to be material to the business of the Company and its subsidiaries, taken as a whole, that might be adversely affected by the acquisition of Shares by the Purchaser pursuant to the Offer or otherwise or of any approval or other action by any governmental, administrative or regulatory agency or authority, domestic or foreign, that would be required prior to the acquisition of Shares by the Purchaser pursuant to the Offer or otherwise. Should any such approval or other action be required, the Purchaser currently contemplates that it will be sought. While the Purchaser does not currently intend to delay the acceptance for payment of Shares tendered pursuant to the Offer pending the outcome of any such matter, there can be no assurance that any such approval or other action, if needed, would be obtained or would be obtained without substantial conditions or that adverse consequences might not result to the business of the Company, the Purchaser, Tosli, NRG, NPI or Vattenfall or that certain parts of the business of the Company, the Purchaser, Tosli, NRG, NPI or Vattenfall might not have to be disposed of in the event that such approvals were not obtained or any other actions were not taken. The Purchaser's obligation under the Offer to accept for payment and pay for Shares is subject to certain conditions, including conditions relating to the legal matters discussed in this Section 14. See also Section 13.

State Takeover Statutes. A number of states throughout the United States have enacted takeover statutes that purport, in varying degrees, to be applicable to attempts to acquire securities of corporations that are incorporated or have substantial assets, stockholders, principal executive offices or principal places of business in those states. In 1982, in *Edgar v. MITE Corp.*, the Supreme Court of the United States held that the Illinois Business Takeover Act, which involved state securities laws that made the takeover of certain corporations more difficult, imposed a substantial burden on interstate commerce and was therefore unconstitutional. However, in 1987, in *CTS Corp. v. Dynamics Corp. of America*, the Supreme Court of the United States held that a state may, as a matter of corporate law and, in particular, those laws concerning corporate governance, constitutionally disqualify a potential acquiror from voting on the affairs of a target corporation without prior approval of the remaining stockholders; provided that the laws were applicable only under certain conditions.

The Purchaser does not believe that any state takeover statutes apply to the Offer. The Purchaser has not currently complied with any state takeover statute or regulation. The Purchaser reserves the right to challenge the applicability or validity of any state law purportedly applicable to the Offer and nothing in this Offer to Purchase or any action taken in connection with the Offer is intended to be a waiver of that right. If it is asserted that any state takeover statute is applicable to the Offer and an appropriate court does not determine that it is inapplicable or invalid as applied to the Offer, the Purchaser might be required to file certain information with, or to receive approvals from, the relevant state authorities, and the Purchaser might be unable to accept for payment or pay for Shares tendered pursuant to the Offer, or be delayed in consummating the Offer. In such case, the Purchaser may not be obligated to accept for payment or pay for any Shares tendered pursuant to the Offer.

##### REGULATORY APPROVALS

Canadian Law. The Purchaser has applied for, and obtained or will obtain, any required rulings, orders or decisions from the securities regulatory

authorities in the Provinces of British Columbia, Ontario and Quebec exempting the Offer from compliance with the take-over bid rules contained in the securities legislation of such provinces. These rulings, orders or decisions are or will be subject to certain conditions, including that all materials relating to the Offer and any amendment thereto that is sent by the Purchaser to Holders of Shares whose residence is in the United States, be concurrently sent to all Holders of Shares whose last address as shown on the books of the Company is in any such province and sent to the securities regulatory authority of such province.

26

30

Bolivian Law. No approval of any Bolivian governmental or regulatory authority is needed to consummate the Offer.

#### 15. FEES AND EXPENSES

The Purchaser has retained MacKenzie Partners, Inc., to act as the Information Agent and U.S. Bank Trust National Association to act as the Depositary in connection with the Offer. The Information Agent may contact Stockholders by mail, telephone, telex, facsimile, telegraph and personal interview to solicit responses to the Offer, and may request brokers, dealers, commercial banks, trust companies and other nominees to forward the Offer materials to beneficial owners.

The Information Agent and Depositary will each receive reasonable and customary compensation for their services, be reimbursed for certain reasonable out-of-pocket expenses and be indemnified against certain liabilities and expenses in connection therewith, including certain liabilities and expenses under the federal securities laws. The Purchaser will not pay any fees or commissions to any broker or dealer or any persons for soliciting tenders of Shares pursuant to the Offer. Brokers, dealers, commercial banks and trust companies will be reimbursed by the Purchaser for reasonable expenses incurred by them in forwarding material to their customers.

#### 16. MISCELLANEOUS

The Offer is not being made to (nor will tenders be accepted from or on behalf of) Holders in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. The Purchaser is not aware of any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. To the extent the Purchaser becomes aware of any state law that would limit the class of offerees in the Offer, the Purchaser will amend the Offer and, depending on the timing of such amendment, if any, will extend the Offer to provide adequate dissemination of such information to such Holders prior to the Expiration Date. In any jurisdiction where the securities, blue sky or other laws of which require the Offer to be made by a licensed broker or dealer, the Offer is being made on behalf of the Purchaser by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION ON BEHALF OF THE PURCHASER NOT CONTAINED IN THIS OFFER TO PURCHASE OR IN THE LETTER OF TRANSMITTAL AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED.

The Purchaser has filed with the Commission the Schedule 14D-1, together with exhibits, pursuant to Rule 14d-3 under the Exchange Act, furnishing certain additional information with respect to the Offer, and may file amendments thereto. In addition, the Company has filed with the Commission a Solicitation/Recommendation Statement on Schedule 14D-9, together with exhibits, pursuant to Rule 14D-9 under the Exchange Act, setting forth the recommendations of the Board with respect to the Offer and the reasons for such recommendations and furnishing certain additional related information. The Schedules and any amendments thereto, including exhibits, may be inspected and copies may be



obtained from the offices of the

31

Commission in the manner set forth in Section 8 of this Offer to Purchase (except that such information will not be available at the regional offices of the Commission).

Dated: August 26, 1999

Tosli Acquisition B.V.

By: /s/ VALORIE A. KNUDSEN

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Valorie A. Knudsen  
Director of Tosli Investments N.V.

And By: /s/ GUNNAR VALLIN

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Gunnar Vallin  
Director of Tosli Investments  
N.V.

32

SCHEDULE A

INFORMATION REGARDING THE DIRECTORS AND EXECUTIVE OFFICERS OF  
THE PURCHASER, TOSLI, NRG, NPI,  
VATTENFALL AND NSP

1. DIRECTORS AND EXECUTIVE OFFICERS OF THE PURCHASER. The only Director of the Purchaser is Tosli Investments N.V. The principal business address of the Purchaser and the Director is J. J. Viottastraat 46, 1071 JT Amsterdam, The Netherlands (Phone: 31-20-470-2539).

2. DIRECTORS AND EXECUTIVE OFFICERS OF TOSLI. Set forth in the table below are the name, present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such occupation or employment is conducted, and the employment history of each of the directors and executive officers of Tosli. The principal business address of Tosli and each person identified below, unless otherwise indicated, is J. J. Viottastraat 46, 1071 JT Amsterdam, The Netherlands (Phone: 31-20-470-2539). Except as otherwise indicated, all persons identified below are citizens of the United States.

NAME	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY
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David H. Peterson.....	Chairman of the Board of NRG since January 1994, Chief Executive Officer since November 1993, President since 1989 and a Director since 1989, Mr. Peterson is also Chairman of the Board of Directors of Cogeneration Corporation of America ("CogenAmerica"). Mr. Peterson was also Chief Operating Officer of NRG from June 1992 to November 1993. Prior to joining NRG, Mr. Peterson was Vice President, Non-Regulated Generation for NSP, and he has served in various other management positions with NSP during the last 20 years.
Gunnar Vallin.....	Senior Vice President and Director of Vattenfall International since 1994. Mr. Vallin is a citizen of Sweden.
Valorie A. Knudsen.....	Vice President, Corporate Strategy and Emerging Markets of NRG since July 1998. Prior to that and since April 1996, Ms. Knudsen served as Vice President, Finance. From August 1993 to April 1996, Ms. Knudsen served in as Controller. Prior to

Bo Hakan Bertilsson..... joining NRG, Ms. Knudsen served in various managerial accounting positions from November 1987 to July 1993 with Carlson Companies, Inc., where she was responsible for various types of accounting reporting. Managing Director of Nordic Hydropower AB since 1996, Mr. Bertilsson was from 1996 to 1998, Business Controller, and in 1998, Director of Finance and Administration of Vattenfall AB, BA International/Nordic Power Invest AB. From 1989 to 1996, Mr. Bertilsson was a Senior Consultant for Ernst & Young Consulting. Prior to that date from 1967 to 1989, Mr. Bertilsson held various managerial and accounting positions. Mr. Bertilsson is a citizen of Sweden.

Viotta Trust Services B.V. .... Viotta Trust Services B.V. is a Netherlands limited liability company. registered business address is J.J. Viottastraat 46, 1071 JT Amsterdam, The Netherlands.

S-1

3. DIRECTORS AND EXECUTIVE OFFICERS OF VATTENFALL. Set forth in the table below are the name, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such occupation or employment is conducted, and the employment history of each of the directors and executive officers of Vattenfall. The principal business address of Vattenfall and each person identified below, unless otherwise indicated, is (visiting address: Jamtandsgatan 99), SE 162 87 Stockholm Sweden (Phone: 46-8-677 65 50). Except as otherwise indicated, all persons identified below are Swedish citizens.

NAME -----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
Jorgen Andersson..... Granatvagen 8 SE 310 41 Gullbrandstorp Sweden	Chairman of the Board of Vattenfall since April 1999. Mr. Andersson is also a member of the Parliament and a member of the Governing Council of the Swedish Centralbank since 1998. Prior thereto Mr. Andersson held the positions of Minister of the Interior between 1996 and 1998 and Minister of Industry and Trade during 1996.
Carl-Erik Nyquist..... Vattenfall AB SE 162 87 Stockholm Sweden	President and Chief Executive Officer of Vattenfall since 1992. Board member of Vattenfall since 1992. Prior thereto, Mr. Nyquist was Director General of the public utility Vattenfall from 1985 through 1991. Mr. Nyquist was also a board member of Vattenfall from 1985 to 1991.
Goran Johansson..... Stadskansliet SE 404 82 Goteborg Sweden	Board member of Vattenfall since 1995. Board member of the Public utility Vattenfall from 1982 to 1991. Mr. Johansson has served as Chairman of the Municipal Executive Board in Goteborg since 1989. Board member of Liseberg.
Bo Marking..... Norr Malarstrand 20 SE 112 20 Stockholm Sweden	Board member of Vattenfall since 1996. Vice President of Lithuanian Development Bank, board member of the Nordic Investment Bank, the Swedish shipping company N&T Argonaut, and the Swedish housing enterprise SBAB.
Christina Striby..... Posten AB SE 105 00 Stockholm Sweden	Board member since 1997. Senior Legal Advisor of Posten, the Swedish Postal Services. Board member of the housing enterprise Postfastigheter.
Lars Hjort..... KF Box 15200 SE 104 65 Stockholm Sweden	Member of the Vattenfall Board since 1997. Mr. Hjort also serves as Executive Vice President of KF and as the Chairman of MeritaNorbanken, a Swedish-Finnish bank, in the Stockholm Region.
Helge Eklund..... Sodra SE 351 89 Vaxjo Sweden	Board member of Vattenfall since 1997. Mr. Eklund is also President and Chief Executive Officer of the Swedish forest company SODRA. Board member of the Swedish Forest Industries Association and the Employers' Federation of Swedish Forest Industries.
Lilian Fossum..... Spendrups AB Box 34102 SE 100 26 Stockholm Sweden	Member of the Board of Vattenfall since 1999. Mrs. Fossum also serves as Executive Vice President of Spendrups, a Swedish Brewing Company since 1999, where she worked as Chief Financial Officer from 1996 to 1999. From 1994 to 1996 Mrs. Fossum was head of Business Development at the Private Market Division of Vattenfall.
Johnny Bernhardsson..... Vattenfall AB Box 864 SE 721 23 Vasteras Sweden	Present Principal Occupation or Employment Board member of Vattenfall since 1995 and Employee Representative of SIF (Svenska Industritritjanstemanna Forbundet), a Swedish trade union.

NAME -----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
Lars Carlberg..... Vattenfall Sveanat AB Box 1299 SE 171 25 Solna Sweden	Board member since 1998. Employee representative of CF (Civilingenjörernas Forbund), a Swedish trade union.
Ronny Eckwall..... SEKO Svanboms vag 9 SE 815 75 Soderfors Sweden	Board member as of 1999. Employee representative of SEKO (Facket for Service och Kommunikation), a Swedish trade union.
Bertil Tiusanen..... Vattenfall AB SE 162 87 Stockholm Sweden	Deputy Chief Executive Officer and Chief Financial Officer of Vattenfall since 1997. From 1992 to 1997 Mr. Tiusanen was Executive Vice President, CFO of Kooperativa forbundet, KF, in Stockholm.
Berndt-Olof Helzen..... Vattenfall AB SE 162 87 Stockholm Sweden	Executive Vice President and Director of Vattenfall Network Operations since 1994.
Jan C. Johansson..... Vattenfall AB SE 162 87 Stockholm Sweden	Executive Vice President of and Director of the Electricity Market division of Vattenfall since 1994.
Staffan Nordin..... Vattenfall AB SE 162 87 Stockholm Sweden	Executive Vice President and Director of Vattenfall Electricity Generation since 1992.
Bertil Agrenius..... Vattenfall AB SE 162 87 Stockholm Sweden	Senior Vice President and Director of Natural Gas and Engineering division of Vattenfall since 1994.
Gunnar Vallin..... Vattenfall AB SE 162 87 Stockholm Sweden	Senior Vice President and Director of Vattenfall International since 1994.
Lennart Billfalk..... Vattenfall AB SE 162 87 Stockholm Sweden	Present Principal Occupation or Employment Senior Vice President of Corporate Development and Environment since 1998. Between 1993 and 1997 Mr. Billfalk was Managing Director of Elforsk, the Swedish Electric Utilities R&D company.
Mats Fagerlund..... Vattenfall AB SE 162 87 Stockholm Sweden	Senior Vice President and General Counsel of Vattenfall since 1992.
Inger Holmstrom-Lindgren..... Vattenfall AB SE 162 87 Stockholm Sweden	Senior Vice President of the Corporate Communications department since 1995. Mrs. Holmstrom-Lindgren was the Chief Executive Officer of the Swedish Travel and Tourist Council from 1992 through 1994.

NAME -----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
Alf Lindfors..... Vattenfall AB SE 162 87 Stockholm Sweden	Senior Vice President of Human Resources and organization.
Stig Gothe..... Vattenfall AB SE 162 87 Stockholm Sweden	Senior Vice President of the Corporate IT strategy and European Matters since 1998. Mr. Gothe was Director of the Business and Strategic Development division of Vattenfall since 1992.
Lars Segerstolpe..... Vattenfall AB SE 162 87 Stockholm Sweden	Senior Vice President of the Internal Auditing division of Vattenfall since 1991.

4. DIRECTORS AND EXECUTIVE OFFICERS OF NPI. Set forth in the table below are the name, present principal occupations or employment and the name, principal business and address of any corporation or other organization in which such occupation or employment is conducted, and the employment history of each of the directors and executive officers of NPI. Unless otherwise indicated, each person identified below is employed by NPI. The principal business address of NPI and, unless otherwise indicated, the business address of each person identified below, is (visiting address: Vasagatan 15-17) SE 162 87 Stockholm, Sweden (Phone: 46-8-545 16 110). Except as otherwise indicated, all persons identified below are Swedish citizens.

NAME -----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
Carl-Erik Nyquist..... Vattenfall AB SE 162 87 Stockholm Sweden	Chairman of the board of Nordic Power Invest since 1998, member of the board since 1996. Mr. Nyquist has also served as the President and Chief Executive Officer of Vattenfall since 1992. Prior thereto, Mr. Nyquist was Director General of Vattenfall from 1985 through 1991.
Gunnar Vallin..... Vattenfall AB SE 162 87 Stockholm Sweden	Present Principal Occupation or Employment President and Chief Executive Officer of Nordic Power Invest since 1998. Mr. Vallin served as the Chairman of the board of NPI from 1995 through 1998 and has been Senior Vice President of Vattenfall and Director of Vattenfall International since 1994.
Mats Fagerlund..... Vattenfall AB SE 162 87 Stockholm Sweden	Member of the board of NPI since 1995. Mr. Fagerlund has been Senior Vice President and General Counsel of Vattenfall since 1992.
Bertil Tiusanen..... Vattenfall AB SE 162 87 Stockholm Sweden	Member of the board of NPI since 1997. Mr. Tiusanen has also served as Deputy Chief Executive Officer and Chief Financial Officer of Vattenfall since 1997. From 1992 to 1997 Mr. Tiusanen was Executive Vice President, CFO of Kooperativa fpara.rbundet, KF, in Stockholm.
Jan Cederwall..... Vattenfall AB SE 162 87 Stockholm Sweden	Vice President of NPI and Director of the South East Asian Region. Mr. Cederwall served as Controller of NPI from 1993 through 1994 and as Director of Finance and Administration between 1994 and 1997.

S-4

36

NAME -----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
Hans Lundgren..... Vattenfall AB SE 162 87 Stockholm Sweden	Vice President of NPI and Director of the Latin American Region since 1996. Mr. Lundgren has also been Vice President of Vattenfall International from 1995. From 1993 through 1995 Mr. Lundgren served as Director for Strategy and Business Development at the corporate level of Vattenfall.

5. DIRECTORS AND EXECUTIVE OFFICERS OF NRG. Set forth in the table below are the name, present principal occupations or employment and the name, principal business and address of any corporation or other organization in which such occupation or employment is conducted, and the employment history of each of the directors and executive officers of NRG. Unless otherwise indicated, each person identified below is employed by NRG. The principal business address of NRG and, unless otherwise indicated, the business address of each person identified below, is 1221 Nicollet Mall, Suite 700, Minneapolis, Minnesota 55403. Except as otherwise indicated, all persons identified below are United States citizens.

NAME -----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
David H. Peterson.....	Chairman of the Board of NRG since January 1994, Chief Executive Officer since November 1993, President since 1989 and a Director since 1989, Mr. Peterson is also Chairman of the Board of Directors of Cogeneration Corporation of America ("CogenAmerica"). Mr. Peterson was also Chief Operating Officer of NRG from June 1992 to November 1993. Prior to joining NRG, Mr. Peterson was Vice President, Non-Regulated Generation for NSP, and he has served in various other management positions with NSP during the last 20 years.
Cynthia L. Leshner..... Northern States Power Company 414 Nicollet Mall Minneapolis, Minnesota 55401	Present Principal Occupation or Employment Director of NRG since June 1996, Ms. Leshner is also President of NSP Gas since July 1997. Prior to July 1997, Ms. Leshner was Vice President Human Resources of NSP since March 1992. Prior to March 1992, Ms. Leshner served as Director of Power Supply Human Resources from 1991 to February 1992. Ms. Leshner became Area Manager, Electric Utility Operations in 1990, and previously served as Manager, Metro Credit, and Manager, Occupational Health and Safety. Prior to joining NSP, Ms. Leshner was a training and development consultant at the Center for Continuing Education in Minneapolis. From 1970 to 1977, she held a variety of positions with Multi Resource Centers, Inc., also in Minneapolis.
Gary R. Johnson..... Northern States Power Company 414 Nicollet Mall Minneapolis, Minnesota 55401	Director of NRG since February 1993, Corporate Secretary of NSP from April 1994 to July 1997 and Vice President and General Counsel of NSP since October 1991. Prior to October 1991, Mr. Johnson was Vice President-Law of NSP from December 1988, acting Vice President from September 1988 and Director of Law from February 1987.

S-5

37

NAME -----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
Edward J. McIntyre..... Northern States Power Company 414 Nicollet Mall Minneapolis, Minnesota 55401	Director of NRG since May 1992 and Vice President and Chief Financial Officer of NSP since January 1993. Mr. McIntyre has also been a director of NSP'S subsidiaries, Viking Gas Transmission Company since June 1993, Eloigne Company since August 1993, First Midwest Auto Park, Inc. since September 1993, and Cenerprise since September 1994, where he served as Chairman from 1994 to 1996. Mr. McIntyre served as President and Chief Executive Officer of NSP-Wisconsin, a wholly-owned subsidiary of NSP, from July 1990 to December 1992, and he has served in various other management positions with NSP during the last 20 years.
John A. Noer..... Northern States Power Company 512 Nicollet Mall Minneapolis, Minnesota 55401	Director of NRG since June 1997 and President and CEO of NSP- Wisconsin, a wholly owned subsidiary of NSP, since January 1993. Prior to January 1993, Mr. Noer was President of Cypress Energy Partners. Mr. Noer held various management positions with NSP since joining the company in September 1968.
Leonard A. Bluhm.....	Executive Vice President and Chief Financial Officer of NRG since January 1997. Prior to that, Mr. Bluhm served as President and Chief Executive Officer of NRG Generating (U.S.), Inc. ("NRGGE" now "CogenAmerica") since May 1996. Prior to May 1996, Mr. Bluhm served as Vice President of NRG from January 1993 and Chief Financial Officer from May 1993 until assuming his position with NRG in May 1996. Mr. Bluhm was Chief Financial Officer of Cypress Energy Partners, an affiliate of NRG from April 1992 to January 1993, prior to which he was Director, International Operations and Manager, Acquisition and Special Projects of NRG from 1991. Mr. Bluhm previously served for over
James J. Bender.....	Vice President and General Counsel of NRG since June 1997. Mr. Bender also served as General Counsel of the Polymers Division of Allied Signal Inc. from May 1996 until June 1997. From June 1994 to May 1996 Mr. Bender was employed at NRG, acting as Senior Counsel until December 1994 and as Assistant General Counsel and Corporate Secretary from December 1994 to May 1996. Prior to joining NRG in 1994, Mr. Bender was a partner at the Minneapolis law firm of Leonard, Street and Deinard from April 1993 to June 1994. He also served as Corporate Counsel to Pfizer Inc. from August 1989

Brian B. Bird..... to April 1993.  
 Vice President and Treasurer of NRG since June 1999, prior to which he was Treasurer from June 1997 to June 1999. Mr. Bird was Director of Corporate Finance for Deluxe Corporation in Shoreview, Minnesota from September 1994 to May 1997. Mr. Bird was Manager of Finance for the Minnesota Vikings Professional Football Team from March 1993 to September 1994. Mr. Bird held several financial management positions with Northwest Airlines in Minneapolis, Minnesota from 1988 to March 1993.

David E. Ripka..... Vice President and Controller of NRG since June 1999, and Controller of NRG since March 3, 1997. Prior to joining NRG, Mr. Ripka held a variety of positions with NSP for over 20 years, including Assistant Controller and General Manager of Accounting Operations and Direct of Audit Services.

S-6

38

NAME	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY
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Craig A. Mataczynski.....	Senior Vice President, North America since July 1998. He served as Vice President, U.S. Business Development of NRG since December 1994. Mr. Mataczynski served as President of NEO Corporation, NRG's wholly-owned subsidiary that develops small electric generation projects within the United States, from May 1993 to January 1995. Prior to joining NRG, Mr. Mataczynski worked for NSP from 1982 to 1994 in various positions, including Director, Strategy and Development and Director, Power Supply Finance.
Ronald J. Will.....	Senior Vice President, Europe, as well as President and Chief Executive Officer, NRG Europe, since July 1, 1998. Prior to July 1998, Mr. Will served as Vice President, Operations and Engineering of NRG from May 1992 to June 1998. Prior to that, he served as President and Chief Executive Officer of NRG Thermal, a wholly-owned subsidiary of NRG that provided a limited number of customers with thermal services, from September 1989 to February 1991. Prior to February 1991, Mr. Will served in a variety of positions with Norenco, a wholly-owned thermal services subsidiary of NSP, including Vice President and General Manager from October 1982 to September 1989.
Keith Hilless.....	Senior Vice President Asia-Pacific since July 1998 prior to which he served as Senior Executive of NRG Asia-Pacific since August 1997. Prior to joining NRG Mr. Hilless was Chief Executive Officer of Queensland Transmission and Supply Corporation since January 1995 and served the Queensland Electricity Commission since 1989 in the positions of Deputy Electricity Commissioner, Acting Electricity Commissioner and Electricity Commissioner.
Roy R. Hewitt.....	Vice President, Administrative Services since February 1999. Since joining NRG in 1994, he has held several positions in the company's Australian operations including Managing Director of NRG's Gladstone Power Station in Queensland. Mr. Hewitt also served as Executive Director, Human Resources for NRG Energy, Inc. from April 1996 to September 1997. Most recently, he served as Executive Director, Operations and Engineering for NRG Asia-Pacific headquartered in Brisbane, Australia. Prior to joining NRG, Mr. Hewitt held a number of positions at NSP from 1970 to 1994 including Director, Compensation and Benefits and Southeast Region General Manager.
Louis P. Matis.....	Vice President, Operating Services since July 1998 prior to which he was the General Manager for all fossil fuel power plants in the NSP system as well as the Director of the Fuel Resources Department. Prior responsibilities included Project Manager for Hydroplant reconstruction in Wisconsin and Principal Civil Engineer for a number of power plant, substation and transmission projects. He joined NSP in 1983.

S-7

39

NAME ----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
Valorie A. Knudsen.....	Vice President, Corporate Strategy and Emerging Markets since July 1998. Prior to that and since April 1996, Ms. Knudsen served as Vice President, Finance. From August 1993 to April 1996, Ms. Knudsen served in as Controller. Prior to joining NRG, Ms. Knudsen served in various managerial accounting positions from November 1987 to July 1993 with Carlson Companies, Inc., where she was responsible for various types of accounting reporting.

6. DIRECTORS AND EXECUTIVE OFFICERS OF NSP. Set forth in the table below are the name, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such occupation or employment is conducted, and the employment history of each of the directors and executive officers of the NSP. Unless otherwise indicated, each person identified below is employed by NSP. The principal business address of NSP is 414 Nicollet Mall, Minneapolis, Minnesota 55401. Except as otherwise indicated, all persons identified below are United States citizens.

NAME ----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
W. John Discroll..... Rock Island Company First National Bank Building, Suite 2090 332 Minnesota Street St. Paul, MN 55101	Director since 1974. Retired effective June 30, 1994 as Chairman and Chief Executive Officer, Rock Island Company, St. Paul, Minnesota, a private investment company, in which capacity he had served since May 15, 1973. Also director of Comshare Inc., The John Nuveen Company, The St. Paul Companies, Inc. and Weyerhaeuser Company.
James J. Howard.....	Director since 1987. Chairman, President and Chief Executive Officer of NSP since December 1, 1994. Prior thereto, Chairman of the Board and Chief Executive Officer of NSP since July 1, 1990. Also director of Ecolab Inc., Honeywell Inc., The ReliaStar Financial Corp. and Walgreen Company.
Douglas W. Leatherdale..... The St. Paul Companies, Inc. 385 Washington Street St. Paul, MN 55102	Director since 1991. Chairman of the Board, President and Chief Executive Officer, The St. Paul Companies, Inc., a worldwide property and liability insurance organization, since May 1990. Also director of The John Nuveen Company and United HealthCare Corporation.
A. Patricia Sampson..... 3385 Sycamore Lane Plymouth, MN 55441	Director since 1985. Currently operates the Sampson Group, Inc.; a management development and strategic planning consulting business. Prior to that, Ms. Sampson served as a Consultant with Dr. Sanders and Associates, a management and diversity consulting company, since January 1, 1995. Prior thereto, Chief Executive Officer, until December 31, 1994, and Executive Director, until June 1, 1993, Greater Minneapolis Area Chapter of the American Red Cross.
H. Lyman Bretting..... C.G. Bretting Manufacturing Company, Inc. 3401 East Main Street PO Box 113 Ashland, WI 54806	Director since 1990. President and Chief Executive Officer, C.G. Bretting Manufacturing Company, Inc., Ashland, Wisconsin, a manufacturer of automatic paper tissue and paper towel folding machines. Also director of M&I National Bank of Ashland and NSP (Wisconsin), a wholly-owned subsidiary of the NSP.

S-8

40

NAME ----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
David A. Christensen..... Raven Industries, Inc. 205 East Sixth Street PO Box 5107 Sioux Falls, SD 57117-5107	Director since 1976. President and Chief Executive Officer, Raven Industries, Inc., Sioux Falls, South Dakota, a manufacturer of plastics, electronics and special apparel products. Also director of Wells Fargo & Co.; Beta Reven, Inc.; Glassite, Inc., and Raven Industries, Inc.
Dr. Margaret R. Preska..... Minnesota State University 1175 W. Wabasha	Director since 1980. Senior Fellow for Academic Affairs of the Minnesota State Colleges and Universities and the Distinguished Service Professor for the Minnesota State

Winona, MN 55987	University, Mankato, since February 1, 1992. Prior thereto, President, Mankato State University, Mankato, Minnesota, an educational institution.
Allan L. Schuman.....	Director since 1999. President and Chief Executive Officer Ecolab Inc.; a company that develops and manufactures cleaning, sanitizing and maintenance products for the hospitality, institutional and industrial markets, since March, 1995. Prior thereto, President and Chief Operating Officer of Ecolab Inc., since August 1992. Also Director of Ecolab Inc.
Giannantonio Ferrari.....	Present Principal Occupation or Employment Director since 1997. President and Chief Operating Officer of Honeywell, Inc., a supplier of control technology for homes, business and avionics, since April 1997. Prior thereto, President of Honeywell Europe. Also Director of Honeywell, Inc.
Paul E. Anders.....	Vice President and Chief Information Officer since May 1, 1997; and prior thereto Vice President -- Information Services at Chryslers Financial Corporation.
Grady P. Butts.....	Vice President -- Human Resources since July 1, 1997; Area Leader -- Human Resources Management Services from August 1, 1993 to June 30, 1997; and prior thereto Director of Human Resources -- Electric Utility.
John P. Moore, Jr.....	Corporate Secretary since July 1, 1997; and prior thereto General Counsel and Corporate Secretary for NSP-Wisconsin.
John A. Noer.....	Director of NRG since June 1997 and President and CEO of NSP -- Wisconsin, a wholly owned subsidiary of NSP, since January 1993. Prior to January 1993, Mr. Noer was President of Cypress Energy Partners. Mr. Noer held various management positions with NSP since joining the company in September 1968.
Paul E. Pender.....	Vice President -- Finance and Treasurer since May 1, 1997; Assistant Treasurer and Director, Corporate Finance from July 1, 1994 to April 30, 1997. Prior thereto Director, Corporate Finance.
David M. Sparby.....	Vice President -- Regulatory Services since September 1, 1998. Prior thereto Director -- Regulatory Services.
Michael D. Wadley.....	President -- Nuclear Generation since June 16, 1998; Vice President -- Nuclear Generation from February 3, 1997 to June 15, 1998; Nuclear Plant Manager -- Prairie Island from October 26, 95 to February 2, 1997; Plant Manager -- Prairie Island from February 1, 1993 to October 25, 1995; and prior thereto General Superintendent of Operations -- Prairie Island.
Loren L. Taylor.....	President -- NSP Electric since October 27, 1994; and prior thereto Vice President -- Customer Operations.

S-9

41

NAME -----	PRESENT PRINCIPAL OCCUPATION OR EMPLOYMENT AND EMPLOYMENT HISTORY -----
Gary R. Johnson..... Northern States Power Company 414 Nicollet Mall Minneapolis, Minnesota 55401	Director of NRG since February 1993, Corporate Secretary of NSP from April 1994 to July 1997 and Vice President and General Counsel of NSP since October 1991. Prior to October 1991, Mr. Johnson was Vice President -- Law of NSP from December 1988, acting Vice President from September 1988 and Director of Law from February 1987.
Cynthia L. Leshner..... Northern States Power Company 414 Nicollet Mall Minneapolis, Minnesota 55401	Director of NRG since June 1996, Ms. Leshner is also President of NSP Gas since July 1997. Prior to July 1997, Ms. Leshner was Vice President Human Resources of NSP since March 1992. Prior to March 1992, Ms. Leshner served as Director of Power Supply Human Resources from 1991 to February 1992. Ms. Leshner became Area Manager, Electric Utility Operations in 1990, and previously served as Manager, Metro Credit, and Manager, Occupational Health and Safety. Prior to joining NSP, Ms. Leshner was a training and development consultant at the Center for Continuing Education in Minneapolis. From 1970 to 1977, she held a variety of positions with Multi Resource Centers, Inc., also in Minneapolis.
Edward J. McIntyre..... Northern States Power Company 414 Nicollet Mall Minneapolis, Minnesota 55401	Director of NRG since May 1992 and Vice President and Chief Financial Officer of NSP since January 1993. Mr. McIntyre has also been a director of NSP's subsidiaries, Viking Gas Transmission Company since June 1993, Eloigne Company since August 1993, First Midwest Auto Park, Inc. since September 1993, and Cenerprise since September 1994, where he served as Chairman from 1994 to 1996. Mr. McIntyre served as President and Chief Executive Officer of NSP-Wisconsin, a



wholly-owned subsidiary of NSP, from July 1990 to December 1992, and he has served in various other management positions with NSP during the last 20 years.  
Vice President -- Public and Government Affairs since October 27, 1994; Vice President -- General Counsel and Secretary of NRG from May 11, 1994 to October 26, 1994; and prior thereto Vice President -- General Counsel, NRG.  
Vice President, Controller and Chief Information Officer since April 22, 1992.

Thomas A. Micheletti.....  
Roger D. Sandeen.....

S-10

42

Facsimile copies of the Letter of Transmittal, properly completed and duly executed, will be accepted. The Letter of Transmittal, Certificates for Shares and any other required documents should be sent or delivered by each Holder or his or her broker, dealer, commercial bank or other nominee to the Depositary at one of its addresses set forth below.

The Depositary for the Offer is:

U.S. BANK TRUST NATIONAL ASSOCIATION

By Hand:  
-----

By Mail or Overnight Courier:  
-----

U.S. Bank Trust National Association  
U.S. Bank Trust Center  
Attention: Specialized Finance Department  
180 East Fifth Street -- 4th Floor  
Bond Drop Window  
St. Paul, Minnesota 55101

U.S. Bank Trust National Association  
U.S. Bank Trust Center  
Attention: Specialized Finance Department  
180 East Fifth Street  
St. Paul, Minnesota 55101

U.S. Bank Trust National Association  
Attention: Corporate Trust Department  
100 Wall Street -- 20th Floor  
New York, New York 10005

By Facsimile Transmission:  
(For Eligible Institutions Only)

Telecopier Number: (651) 244-1537

Confirm Receipt of Facsimile by Telephone Only:

Telephone Number: (651) 244-5172

Any questions or requests for assistance or additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to the Information Agent at its telephone number and location listed below. You may also contact your broker, dealer, commercial bank or trust company or nominee for assistance concerning the Offer.

The Information Agent for the Offer is:

MACKENZIE PARTNERS, INC.  
156 5th Avenue  
New York, New York 10010

Banks and Brokers Call Collect: (212) 929-5500  
All Others Call Toll Free: (800) 322-2885

S-11

LETTER OF TRANSMITTAL  
 To Tender Common Shares  
 of  
 COMPANIA BOLIVIANA DE ENERGIA ELECTRICA S.A. --  
 BOLIVIAN POWER COMPANY LIMITED  
 Pursuant to the Offer to Purchase for Cash  
 All Outstanding Common Shares  
 dated August 24, 1999  
 by  
 TOSLI ACQUISITION B.V.  
 a wholly-owned subsidiary of  
 TOSLI INVESTMENTS N.V.  
 the principal shareholder of the Company

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FRIDAY, SEPTEMBER 24, 1999 UNLESS THE OFFER IS EXTENDED.

The Depository for the Offer is:  
 U.S. BANK TRUST NATIONAL ASSOCIATION

By Hand:  
 -----

U.S. Bank Trust National Association  
 U.S. Bank Trust Center  
 Attention: Specialized Finance Department  
 180 East Fifth Street -- 4th Floor  
 Bond Drop Window  
 St. Paul, Minnesota 55101  
 U.S. Bank Trust National Association  
 Attention: Corporate Trust Department  
 100 Wall Street -- 20th Floor  
 New York, New York 10005

By Mail or Overnight Courier:  
 -----

U.S. Bank Trust National Association  
 U.S. Bank Trust Center  
 Attention: Specialized Finance Department  
 180 East Fifth Street  
 St. Paul, Minnesota 55101

By Facsimile Transmission:  
 (For Eligible Institutions Only)  
 Telecopier Number: (651) 244-1537  
 Confirm Receipt of Facsimile by Telephone Only:  
 Telephone Number: (651) 244-5172  
 -----

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE NUMBER OTHER THAN ONE LISTED ABOVE WILL NOT CONSTITUTE A VALID DELIVERY. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE PROVIDED THEREFOR, WITH SIGNATURE GUARANTEE IF REQUIRED, AND COMPLETE THE SUBSTITUTE FORM W-9 SET FORTH BELOW. SEE INSTRUCTION 1.

THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED.

NOTE: SIGNATURES MUST BE PROVIDED BELOW. PLEASE READ THE INSTRUCTIONS SET FORTH IN THIS LETTER OF TRANSMITTAL CAREFULLY.

This Letter of Transmittal is to be completed by stockholders of Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited (the "Holder(s)"), and to be used either if certificates representing the Shares (as defined in the Offer to Purchase) are to be forwarded herewith, or unless an Agent's Message (as defined in the Offer to Purchase) is authorized, if delivery of Shares is to be made by book-entry transfer to the account of U.S. Bank Trust National Association, as Depository, at The Depository Trust Company ("DTC"), pursuant to the book-entry transfer procedures set forth in Section 3 of the Offer to Purchase.



If Delivery is by book-entry transfer:

Name of Tendering Institution

DTC Account Number

Transaction Code Number

2

3

PLEASE READ THE INSTRUCTIONS SET FORTH IN THIS  
LETTER OF TRANSMITTAL CAREFULLY

Ladies and Gentlemen:

The undersigned hereby tenders to Tosli Acquisition B.V., a Netherlands private limited liability company (the "Purchaser"), and a wholly-owned subsidiary of Tosli Investments N.V., a Netherlands public limited liability company ("Tosli"), the outstanding shares of common stock, without nominal or par value, of Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited (the "Shares"), at the purchase price of U.S. \$20.00 per share, in each case net to the seller in cash (the "Offer Price"), without interest thereon, pursuant to Purchaser's offer to purchase all of the Shares upon the terms set forth in the Offer to Purchase, as amended and supplemented, dated August 26, 1999 (the "Offer to Purchase"), receipt of which is hereby acknowledged, and in this Letter of Transmittal (which together constitute the "Offer"). The Purchaser is a wholly-owned subsidiary of Tosli that is equally owned, through subsidiaries by NRG Energy, Inc., a Delaware corporation and wholly-owned subsidiary of Northern States Power Company, a Minnesota corporation, and Nordic Power Invest AB, a Swedish corporation, and a wholly-owned subsidiary of Vattenfall AB, a Swedish corporation that is wholly-owned by the State of Sweden.

Subject to, and effective upon, acceptance for payment of and payment for the Shares tendered herewith in accordance with the terms of the Offer (including, if the Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby sells, assigns and transfers to, or upon the order of, the Purchaser all right, title and interest in and to all the Shares that are being tendered hereby, and hereby irrevocably constitutes and appoints the Depository the true and lawful agent and attorney-in-fact of the undersigned with respect to such Shares, with full power of substitution (such power of attorney being deemed to be an irrevocable power coupled with an interest), to:

(i) deliver certificates for such Shares, or transfer ownership of such Shares on the account books maintained by DTC, together, in any such case, with all accompanying evidences of transfer and authenticity, to or upon the order of Purchaser upon receipt by the Depository, as the undersigned's agent, of the purchase price (as defined in the Offer to Purchase) with respect to such Shares;

(ii) present certificates for such Shares for cancellation and transfer on the books of the Purchaser; and

(iii) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares, all in accordance with the terms of the Offer.

The undersigned hereby irrevocably appoints each designee of Purchaser as the attorney-in-fact and proxy of the undersigned, each with full power of substitution, to the full extent of the undersigned's rights with respect to the

Shares tendered by the undersigned and accepted for payment by the Purchaser (and with respect to any and all other Shares or other securities issued or issuable in respect of such Shares on or after the Expiration Date). The power includes the power to vote in such manner as each such attorney and proxy or his substitute shall in his sole discretion deem proper, and otherwise act (including pursuant to written consent) with respect to all the Shares tendered hereby which have been accepted for payment by Purchaser prior to the time of such vote or action, which the undersigned is entitled to vote at any meeting of Holders (whether annual or special and whether or not an adjourned meeting) of the Purchaser, or consent in lieu of any such meeting, or otherwise. Such power of attorney and proxy is coupled with an interest in the Shares tendered, is irrevocable, and is granted in consideration of, and is effective upon, the deposit by the Purchaser with the Depositary of the Offer Price for such Shares in accordance with the terms of the Offer. Such acceptance for payment shall revoke, without further action, all prior proxies, powers of attorneys or consents given by the Holder with respect to the tendered Shares and other securities granted by the undersigned at any time with respect to such Shares (and any such other Shares or other securities) and no subsequent proxies will be given (and if given will be deemed not to be effective) with respect thereto by the undersigned. The designees of the Purchaser will, with respect to the tendered Shares and other securities for which appointment is effective, be empowered to exercise all voting and other rights of such Holder as they in their sole discretion may deem proper at any annual, special or adjourned meeting of the Company's Holders, by

3

4

written consent or otherwise. The Purchaser reserves the right to require that, in order for the Shares to be deemed validly tendered, immediately upon the Purchaser's acceptance for payment of such Shares, the Purchaser must be able to exercise full voting and other rights and other rights of a record and beneficial Holder, including action by written consent, with respect to such Shares.

The undersigned hereby represents and warrants that the undersigned has full power and authority to tender, sell, assign and transfer the Shares tendered hereby and that, when the same are accepted for payment by the Purchaser, the Purchaser will acquire good, marketable, and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and the same will not be subject to any adverse claim. The undersigned, upon request, will execute and deliver any additional documents deemed by the Depositary or the Purchaser to be necessary or desirable to complete the sale, assignment and transfer of the Shares tendered hereby (and any and all such other Shares or other securities).

The undersigned represents and warrants to the Purchaser that the undersigned has read and agrees to all of the terms of the Offer. All authority herein conferred or agreed to be conferred shall not be affected by and shall survive the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, legal representatives, successors and assigns of the undersigned. Except as stated in the Offer, this tender is irrevocable.

The undersigned understands that tenders of Shares pursuant to any one of the procedures described in Section 3 of the Offer to Purchase and in the Instructions will constitute the undersigned's acceptance of the terms and conditions of the Offer as well as the undersigned's representation and warranty to the Purchaser that (i) the undersigned has a net long position of owner in the Shares or equivalent securities being tendered within the meaning of Rule 14e-4 promulgated under the Securities Exchange Act of 1934, as amended, (ii) the tender of such Shares complies with Rule 14e-4, and (iii) the undersigned has the full power and authority to tender and assign the Shares tendered, as specified in the Letter of Transmittal. The Purchaser's acceptance for payment of Shares tendered pursuant to the Offer will constitute a binding agreement between the undersigned and the Purchaser upon the terms and subject to the conditions of the Offer, including, without limitation, the undersigned's

representation and warranty that the undersigned owns the Shares being tendered.

The names and addresses of the registered Holders should be printed, if they are not already printed above, exactly as they appear on the Share Certificates representing Shares tendered hereby. The Share Certificate numbers, the number of Shares represented by such Share Certificates, the number of Shares that the undersigned wishes to tender and the Offer Price at which such Shares are being tendered should be indicated in the appropriate boxes on this Letter of Transmittal.

The undersigned recognizes that, under certain circumstances set forth in the Offer to Purchase, the Purchaser may terminate or amend the Offer or may postpone the acceptance for payment of, or the payment for, Shares tendered or may not be required to purchase any of the Shares tendered hereby or may accept for payment fewer than all of the Shares tendered hereby.

Unless otherwise indicated under "Special Payment Instructions," please issue the check for the Offer Price of all Shares purchased, and/or return all Certificates evidencing Shares not tendered or not purchased, in the name(s) of the registered Holder(s) appearing above under "Description of Shares Tendered" (and, in the case of Shares tendered by book-entry transfer, by credit to the account at DTC). Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail the check for the Offer Price of all Shares purchased and all Share Certificates not tendered or not purchased (and accompanying documents, as appropriate) to the address(es) of the registered Holder(s). In the event that the boxes entitled "Special Payment Instructions" and "Special Delivery Instructions" are both completed, please issue the check for the Offer Price of all Shares purchased and return all Share Certificates not tendered or not purchased in the name(s) of, and mail such check and/or any Share Certificates to, the person(s) so indicated. Unless otherwise indicated in this Letter of Transmittal under "Special Payment Instructions," in the case of a book-entry delivery of Shares, please credit the amount maintained at DTC with respect to any Shares not accepted for payment. The undersigned recognizes that the Purchaser has no obligation, pursuant to the "Special

Payment Instructions," to transfer any Shares from the name of the registered Holder(s) thereof if the Purchaser does not accept for payment any of the Shares tendered hereby.

SPECIAL PAYMENT INSTRUCTIONS  
(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if the check for the aggregate Offer Price of Shares purchased and/or Share Certificates for Shares not tendered or not purchased are to be issued in the name of someone other than the undersigned.

Issue  check and/or  certificate(s) to:  
Name

-----  
-----  
(Please Print)

Address  
-----  
-----  
(Include Zip Code)

-----  
Taxpayer Identification or Social Security Number

See Substitute Form W-9

SPECIAL DELIVERY INSTRUCTIONS

(SEE INSTRUCTIONS 1, 5, 6 AND 7)

To be completed ONLY if the check for the Offer Price of Shares purchased and/or Share Certificates for Shares not tendered or not purchased are to be mailed to someone at an address other than the undersigned at an address other than that shown below under "Description of Shares Tendered."

Mail  check and/or  certificate(s) to:  
Name

-----

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(Please Print)

Address

-----

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(Include Zip Code)

-----

Taxpayer Identification or Social Security Number

See Substitute Form W-9

5

6

PLEASE SIGN HERE  
(TO BE COMPLETED BY ALL HOLDERS)  
Also Please Complete Substitute Form W-9 Included Herein

Signature(s) of Owner(s)

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Dated: \_\_\_\_\_, 1999

Name(s)

-----

(Please Print)

Capacity (full title):

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(See Instruction 5)

Address:

-----

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(Include Zip Code)

Area Code and Telephone No:

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Taxpayer Identification or Social Security Number

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(See Substitute Form W-9  
Included Herein)

(Must be signed by registered Holder(s) exactly as name(s) appear(s) on Share Certificate(s) or on a security position listing or by person(s) authorized to become registered Holder(s) by Share Certificates and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth full title and see

Instruction 5.)

GUARANTEE OF SIGNATURE(S)  
(IF REQUIRED -- SEE INSTRUCTIONS 1 AND 5)

Authorized Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Please Print)

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

(Include Zip Code)

Area Code and Telephone Number: \_\_\_\_\_

Dated: \_\_\_\_\_, 1999

FOR USE BY FINANCIAL INSTITUTIONS ONLY. PLACE MEDALLION GUARANTEE IN SPACE BELOW.

INSTRUCTIONS

FORMING PART OF THE TERMS AND CONDITIONS OF THE OFFER

1. GUARANTEE OF SIGNATURES. No signature guarantee on this Letter of Transmittal is required (i) if this Letter of Transmittal is signed by the registered Holder of the Shares (which term, for purposes of this document, shall include DTC) tendered herewith, unless such Holder has completed either the box entitled "Special Delivery Instructions" or the box entitled "Special Payment Instructions" in the Letter of Transmittal, or (ii) if such Shares are tendered for the account of a bank, broker, dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program, the New York Stock Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program (each an "Eligible Institution"). In all other cases, all signatures on this Letter of Transmittal must be guaranteed by an Eligible Institution. See Instruction 5.

2. DELIVERY OF LETTER OF TRANSMITTAL AND CERTIFICATES. In lieu of physically submitting this Letter of Transmittal to the agent, Holders may utilize the DTC Automated Tender Offer Program ("DTC ATOP"), through which function the Holder will be acknowledging that the Holder is bound to the terms of this Letter of Transmittal. This Letter of Transmittal is therefore to be completed by Holders either if Share Certificates are to be forwarded herewith or if tenders of Shares are to be made pursuant to the procedures for delivery by book-entry transfer set forth in Section 3 of the Offer to Purchase. Share Certificates for all physically tendered Shares, or any Book-Entry Confirmation (as such term is defined in the Offer to Purchase) of Shares, as the case may be, as well as a properly completed and duly executed Letter of Transmittal (or facsimile thereof), unless an Agent's Message (as defined in the Offer to Purchase) is utilized, and any other documents required by this Letter of Transmittal, must be received by the Depository at one of its addresses set forth herein on or prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase). Holders whose Share Certificates are not immediately available or who cannot deliver their Share Certificates and all other required documents to the Depository on or prior to the Expiration Date may tender their Shares by properly completing and duly executing the Notice of Guaranteed



Delivery pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase. Pursuant to such procedure, (i) such tender must be made by or through an Eligible Institution, (ii) a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by Purchaser, must be received by the Depository on or prior to the Expiration Date, and (iii) the appropriate Share Certificates for all physically tendered Shares or Book-Entry Confirmation of Shares, as the case may be, in proper form for transfer, together with a properly completed and duly executed Letter of Transmittal (or facsimile thereof), with any required signature guarantees (or, in the case of a book-entry transfer, an Agent's Message), and any other documents required by this Letter of Transmittal, must be received by the Depository within three trading days after the date of execution of such Notice of Guaranteed Delivery, all as provided in Section 3 of the Offer to Purchase. A trading day is any day on which the New York Stock Exchange, Inc. is open for business.

THE METHOD OF DELIVERY OF THIS LETTER OF TRANSMITTAL, THE CERTIFICATE FOR SHARES AND ALL OTHER REQUIRED DOCUMENTS, INCLUDING DELIVERY THROUGH DTC, IS AT THE OPTION AND RISK OF THE TENDERING HOLDER AND, EXCEPT AS OTHERWISE PROVIDED IN THIS INSTRUCTION 2, THE DELIVERY WILL BE DEEMED MADE ONLY WHEN ACTUALLY RECEIVED BY THE DEPOSITARY. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ENSURE TIMELY DELIVERY.

No alternative, conditional or contingent tenders will be accepted and no fractional Shares will be purchased. All tendering Holders, by execution of this Letter of Transmittal (or facsimile thereof), waive any right to receive any notice of the acceptance of their Shares for payment.

3. INADEQUATE SPACE. If the space provided herein is inadequate, the Share Certificates numbers and/or the number of Shares evidenced by such Share Certificates should be listed on a separate signed schedule attached hereto.

7

8

4. PARTIAL TENDERS. (Not applicable to Holders who tender by book-entry transfer.) If fewer than all the Shares evidenced by any Share Certificate as submitted are to be tendered, fill in the number of Shares which are to be tendered in the box entitled "Number of Shares Tendered." In such case, new Share Certificate(s) for the remainder of the Shares that were evidenced by your old Share Certificate(s) will be sent to you, unless otherwise provided in the appropriate box on this Letter of Transmittal, as soon as practicable after the Expiration Date. All Shares represented by Share Certificates delivered to the Depository will be deemed to have been tendered unless otherwise indicated.

5. SIGNATURES ON LETTER OF TRANSMITTAL, STOCK POWERS AND ENDORSEMENTS. If this Letter of Transmittal is signed by the registered Holder(s) of the Shares tendered hereby, the signature(s) must correspond exactly with the name(s) as written on the face of the certificate(s) without alteration, enlargement or any change whatsoever.

If any of the Shares tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any tendered Shares are registered in different names on several Share Certificates, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of Share Certificates.

If this Letter of Transmittal or any Share Certificates or stock powers are signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing, and proper evidence satisfactory to Purchaser of such person's authority so to act must be submitted.

When this Letter of Transmittal is signed by the registered owner(s) of the Shares listed and transmitted hereby, no endorsements of Share Certificates or separate stock powers are required unless payment or Share Certificates for Shares not tendered or purchased are to be issued to a person other than the registered owner(s). Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Shares listed, the Share Certificates must be endorsed or accompanied by appropriate stock powers, in either case signed exactly as the name or names of the registered owner or owners appear on the Share Certificates. Signatures on such Share Certificates or stock powers must be guaranteed by an Eligible Institution.

6. STOCK TRANSFER TAXES. Except as set forth in this Instruction 6, Purchaser will pay or cause to be paid any stock transfer taxes with respect to the transfer and sale of Shares to it or its order pursuant to the Offer. If payment of the Offer Price is to be made to, or if Share Certificates for Shares not tendered or purchased are to be registered in the name of, any person other than the registered Holder, or if tendered Share Certificates are registered in the name of any person other than the person(s) signing this Letter of Transmittal, the amount of any stock transfer taxes (whether imposed on the registered holder or such person) payable on account of the transfer to such person will be deducted from the Offer Price unless satisfactory evidence of the payment of such taxes or exemption therefrom is submitted.

EXCEPT AS PROVIDED IN THIS INSTRUCTION 6, IT WILL NOT BE NECESSARY FOR TRANSFER TAX STAMPS TO BE AFFIXED TO THE SHARE CERTIFICATES LISTED IN THIS LETTER OF TRANSMITTAL.

7. SPECIAL PAYMENT AND DELIVERY INSTRUCTIONS. If a check for the Offer Price of any Shares tendered hereby is to be issued in the name of, and/or any Shares not tendered or not purchased are to be returned to, a person other than the person signing this Letter of Transmittal, or if the check and/or Share Certificates for Shares not tendered or not purchased are to be mailed to someone other than the person(s) signing this Letter of Transmittal or to an address other than that shown above in the box captioned "Description of Shares Tendered," then the boxes captioned "Special Payment Instructions" and/or "Special Delivery Instructions" on this Letter of transmittal should be completed. If any tendered Shares are not

8

9

purchased for any reason and the Shares are delivered by book-entry transfer, the Shares will be credited to an account maintained at DTC.

8. WAIVER OF CONDITIONS. Subject to the terms of the Offer to Purchase, the conditions of the Offer may be waived by Purchaser, in whole or in part, at any time and from time to time in the Purchaser's sole discretion, in the case of any Shares tendered.

9. REQUESTS FOR ASSISTANCE OR ADDITIONAL COPIES. Requests for assistance may be directed to, or additional copies of the Offer to Purchase, this Letter of Transmittal, and the Notice of Guaranteed Delivery may be obtained from, the Information Agent at its respective address set forth below or from your broker, dealer, commercial bank or trust company.

10. SUBSTITUTE FORM W-9. The tendering Holder is required to provide the Depository with a correct Taxpayer Identification Number ("TIN") on the Substitute Form W-9 which is provided under "Important Tax Information" below, and to certify whether the Holder is subject to backup withholding of Federal income tax. If a tendering Holder is subject to backup withholding, the Holder must cross out item (ii) in the Certification box of the Substitute Form W-9. Failure to provide the information on the Substitute Form W-9 may subject the tendering Holder to 31% Federal income tax withholding on the payment of the Offer Price. If the tendering Holder has not been issued a TIN and has applied

for a number or intends to apply for a number in the near future, he or she should check the box entitled "Awaiting TIN" in Part I, and sign and date the Substitute Form W-9 and the Certificate of Awaiting Taxpayer Identification Number included therein. If the tendering Holder checks the "Awaiting TIN" box, the Depository will withhold 31% on all payments of the Offer Price, but such withholdings will be refunded if the tendering Holder provides a TIN within 60 days.

11. LOST, DESTROYED OR STOLEN CERTIFICATES. If any Share Certificate(s) has been lost, destroyed or stolen, the Holder should promptly notify the Transfer Agent for the Purchaser. The Holder will then be instructed as to the steps that must be taken in order to replace the Share Certificate(s). This Letter of Transmittal and related documents cannot be processed until the procedures for replacing lost or destroyed Share Certificates have been followed.

IMPORTANT: THIS LETTER OF TRANSMITTAL (OR A FACSIMILE THEREOF) PROPERLY COMPLETED AND DULY EXECUTED, TOGETHER WITH ANY REQUIRED SIGNATURE GUARANTEES AND SHARE CERTIFICATES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS, MUST BE RECEIVED BY THE DEPOSITARY, OR A PROPERLY COMPLETED AND DULY EXECUTED NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE DEPOSITARY, ON OR PRIOR TO THE EXPIRATION DATE (AS DEFINED IN SECTION 1 OF THE OFFER TO PURCHASE).

#### IMPORTANT TAX INFORMATION

Under United States federal income tax law, a Holder whose tendered Shares are accepted for payment is required to provide the Depository with such holder's correct TIN on Substitute Form W-9 below. If such Holder is an individual, the TIN is his or her social security number. If a tendering Holder is subject to backup withholding, he or she must cross out item (ii) in Part III, Certification on the Substitute Form W-9. If the Holder does not provide the Depository with the correct TIN, the Holder may be subject to penalties imposed by the Internal Revenue Service. In addition, payments that are made to such Holder with respect to Shares purchased pursuant to the Offer may be subject to backup withholding of 31%.

Certain Holders (including, among others, all corporations and certain foreign individuals) are not subject to these backup withholding and reporting requirements. In order for a foreign individual to qualify as an exempt recipient, that Holder must submit a statement, signed under penalties of perjury, attesting to that individual's exempt status. Forms of such statements may be obtained from the Depository. Exempt Holders, other than foreign individuals, should furnish their TIN, write "Exempt" on the face of the Substitute Form W-9 and sign, date and return the Substitute Form W-9 to the Depository. See the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional instructions.

9

10

If backup withholding applies, the Depository is required to withhold 31% of any payments made to the Holder. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained.

#### PURPOSE OF SUBSTITUTE FORM W-9

To prevent backup withholding on payments that are made to a Holder with respect to Shares purchased pursuant to the Offer, the Holder is required to notify the Depository of his or her correct TIN by completing the form below certifying (i) that the TIN provided on the Substitute Form W-9 is correct (or that such Holder is awaiting a TIN), and (ii) that (a) such Holder is exempt from backup withholding, (b) such Holder has not been notified by the Internal Revenue Service that such Holder is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the Internal Revenue Service has notified such Holder that such Holder is no longer subject to backup withholding.

WHAT NUMBER TO GIVE THE DEPOSITARY

The Holder is required to give the Depositary the social security number or employer identification number of the record owner of the Shares. If the Shares are in more than one name or are not in the name of the actual owner, consult the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 for additional guidelines on which number to report. If the tendering Holder has not been issued a TIN and has applied for a number or intends to apply for a number in the near future, the Holder should check the box entitled "Awaiting TIN" in Part I, and sign and date the Substitute Form W-9 and the Certificate of Awaiting Taxpayer Identification Number. If the tendering Holder checks the "Awaiting TIN" box, the Depositary will withhold 31% on all payments of the Offer Price, but such withholdings will be refunded if the tendering Holder provides a TIN within 60 days.

ALL TENDERING HOLDERS MUST COMPLETE THE FOLLOWING:

PAYER'S NAME: U.S. BANK TRUST NATIONAL ASSOCIATION

SUBSTITUTE FORM W-9 DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE

PART I TAXPAYER IDENTIFICATION NUMBER

PLEASE PROVIDE YOUR TIN IN THE BOX AT RIGHT AND CERTIFY BY SIGNING AND DATING BELOW.

----- Social Security Number OR ----- Employer Identification Number

[ ] Awaiting TIN (sign and date "Certificate of Awaiting Taxpayer Identification Number" below)

PART II PAYEES EXEMPT FROM BACKUP WITHHOLDING

For Payees exempt from backup withholding, see the enclosed Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 and complete as instructed therein.

PART III CERTIFICATION

CERTIFICATION: Under the penalties of perjury, I certify that: (i) the number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me) and (ii) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or (c) the IRS has notified me that I am no longer subject to backup withholding; and (iii) any other information provided on this form is true, correct and complete.

PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN)

CERTIFICATION INSTRUCTIONS -- You must cross out Item (ii) above if you have been notified by the IRS that you are currently subject to backup withholding because of a failure to report all interest or dividends on your tax return. However, if after being notified by the IRS that you are subject to backup withholding, you received another notification from the IRS that you are no longer subject to backup withholding, do not cross out item (ii).

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING OF 31% OF ANY PAYMENTS MADE TO YOU PURSUANT TO THIS OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION NUMBER ON SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service center or Social Security Administration Office or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, 31% of all payments of the Offer Price made to me thereafter will be withheld until I provide a number.

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_ , 1999

11

12

The information Agent for the Offer is:

MACKENZIE PARTNERS, INC.  
156 5th Avenue  
New York, New York 10010

Banks and Brokerage Firms, Please Call Collect:  
(212) 929-5500

All Others, Call Toll Free:  
(800) 322-2885

12

NOTICE OF GUARANTEED DELIVERY  
FOR

TENDER OF ALL OUTSTANDING COMMON SHARES  
OF

COMPANIA BOLIVIANA DE ENERGIA ELECTRICA S.A. --  
BOLIVIAN POWER COMPANY LIMITED  
AT U.S. \$20.00 NET PER SHARE  
BY

TOSLI ACQUISITION B.V.  
A WHOLLY-OWNED SUBSIDIARY OF

TOSLI INVESTMENTS N.V.  
THE PRINCIPAL SHAREHOLDER OF THE COMPANY

THE OFFER AND WITHDRAWAL RIGHTS WILL EXPIRE AT 12:00 MIDNIGHT, NEW YORK  
CITY TIME, ON FRIDAY, SEPTEMBER 24, 1999, UNLESS THE OFFER IS EXTENDED.

This form, or a form substantially equivalent to this form, must be used to accept the Offer (as defined below) if certificates for all shares of outstanding common shares, without nominal or par value (the "Shares"), of Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited, a Nova Scotia corporation, are not immediately available, or if the procedure for book-entry transfer cannot be completed on a timely basis, or if time will not permit all other documents required by the Letter of Transmittal to be delivered to the Depository (as defined in the "Introduction" Section of the Offer to Purchase defined below) prior to the Expiration Date (as defined in Section 1 of the Offer to Purchase defined below). Such form may be delivered by hand, by overnight courier or transmitted by facsimile or mail to the Depository. See Section 3 of the Offer to Purchase.

The Depository for the Offer is:

U.S. BANK TRUST NATIONAL ASSOCIATION

By Hand:

U.S. Bank Trust National Association  
U.S. Bank Trust Center  
Attention: Specialized Finance Department  
180 East Fifth Street -- 4th Floor  
Bond Drop Window  
St. Paul, Minnesota 55101

U.S. Bank Trust National Association  
Attention: Corporate Trust Department  
100 Wall Street -- 20th Floor  
New York, New York 10005

By Mail or Overnight Courier:  
U.S. Bank Trust National Association  
U.S. Bank Trust Center  
Attention: Specialized Finance Department  
180 East Fifth Street  
St. Paul, Minnesota 55101

By Facsimile Transmission:  
(For Eligible Institutions Only)  
Telecopier Number: (651) 244-1537  
Confirm Receipt of Facsimile by Telephone Only:  
Telephone Number: (651) 244-5172

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH  
ABOVE OR TRANSMISSION OF INSTRUCTIONS VIA A FACSIMILE NUMBER OTHER

THAN THE ONE LISTED ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

THIS FORM IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE INSTITUTION UNDER THE INSTRUCTIONS THERETO, SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE APPLICABLE SPACE PROVIDED IN THE SIGNATURE BOX ON THE LETTER OF TRANSMITTAL.

THE ELIGIBLE INSTITUTION (AS DEFINED IN SECTION 3 OF THE OFFER TO PURCHASE) THAT COMPLETES THIS FORM MUST COMMUNICATE THE GUARANTEE TO THE DEPOSITARY AND MUST DELIVER THE LETTER OF TRANSMITTAL AND CERTIFICATES FOR SHARES, AS THE CASE MAY BE, TO THE DEPOSITARY WITHIN THE PERIOD SHOWN HEREIN. FAILURE TO DO SO COULD RESULT IN A FINANCIAL LOSS TO THE ELIGIBLE INSTITUTION.

2

Ladies and Gentlemen:

The undersigned hereby tenders to Tosli Acquisition B.V., a Netherlands private limited liability company (the "Purchaser"), a wholly-owned subsidiary of Tosli Investments N.V., a Netherlands public limited liability company, equally owned through subsidiaries by NRG Energy, Inc., a Delaware corporation and a wholly-owned subsidiary of Northern States Power Company, a Minnesota corporation, and Nordic Power Invest AB, a Swedish corporation, a wholly-owned subsidiary of Vattenfall AB, a Swedish corporation, wholly-owned by the State of Sweden, upon the terms set forth in the Offer to Purchase, as amended or supplemented, dated August 26, 1999 (the "Offer to Purchase"), and the related Letter of Transmittal (which together constitute the "Offer"), receipt of which is hereby acknowledged, the number of Shares indicated below, pursuant to the guaranteed delivery procedure set forth in Section 3 of the Offer to Purchase.

PLEASE CHECK RELEVANT BOX BELOW

Certificate Nos. of Shares (if available):

-----

Common Stock, Without Nominal or Par Value Certificate Nos. -----	Name(s) of Record Stockholder(s) -----
Number of Shares Tendered [ ] -----	-----
	Please Type or Print
	Address(es): -----
	----- Zip Code
	Area Code and Tel. No.: -----
	Signature(s): -----
	Dated: -----

-----

[ ] Check here if Shares will be delivered by book-entry transfer.

Account No.:  
-----

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THE GUARANTEE SET FORTH BELOW MUST BE COMPLETED

GUARANTEE  
(NOT TO BE USED FOR SIGNATURE GUARANTEE)

The undersigned, a bank, trust company, broker, dealer, credit union, savings association or other entity that is a member in good standing of the Securities Transfer Agents Medallion Program, the New York Exchange Medallion Signature Guarantee Program or the Stock Exchange Medallion Program, (a) represents that the above name person(s) "own(s)" the Shares tendered hereby within the meaning of Rule 14e-4 promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), (b) represents that such tender of Shares complies with Rule 14e-4 under the Exchange Act, and (c) guarantees delivery to the Depository, at one of its addresses set forth above, of certificates (the "Share Certificates") representing the Shares tendered hereby in proper form for transfer, or a confirmation of book-entry transfer of such Shares tendered hereby into the Depository's accounts at the Depository Trust Company, in either case together with delivery of a properly completed and duly executed Letter of Transmittal (or facsimile thereof), and any other required documents, within three trading days on which the New York Stock Exchange is open for business, after the date hereto.

-----  
 Name of Firm  
 -----  
 Address  
 -----  
 City, State, Zip Code  
 -----  
 Area Code and Telephone Number

-----  
 Authorized Signature  
 -----  
 Name  
 -----  
 Title  
 Dated: \_\_\_\_\_, 1999

DO NOT SEND SHARE CERTIFICATES WITH THIS FORM.  
 YOUR SHARE CERTIFICATES MUST BE SENT WITH  
 YOUR LETTER OF TRANSMITTAL.



OFFER TO PURCHASE FOR CASH  
ALL OUTSTANDING COMMON SHARES  
OF  
COMPANIA BOLIVIANA DE ENERGIA ELECTRICA S.A. --  
BOLIVIAN POWER COMPANY LIMITED  
AT A PURCHASE PRICE OF U.S. \$20.00 NET PER SHARE  
BY  
TOSLI ACQUISITION B.V.  
A WHOLLY-OWNED SUBSIDIARY OF  
TOSLI INVESTMENTS N.V.  
THE PRINCIPAL SHAREHOLDER OF THE COMPANY

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON FRIDAY, SEPTEMBER 24, 1999, UNLESS THE OFFER IS EXTENDED.

August 26, 1999

To Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees:

We are enclosing the material listed below relating to the offer of Tosli Acquisition B.V., a Netherlands private limited liability company (the "Purchaser") and a wholly-owned subsidiary of Tosli Investments N.V., a Netherlands public limited liability company ("Tosli"), to purchase all outstanding common shares, without nominal or par value (the "Shares"), of Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited, a Nova Scotia corporation (the "Company"), at a purchase price of U.S. \$20.00 per Share, net to the seller in cash, without interest (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer to Purchase, as amended or supplemented, dated August 26, 1999 (the "Offer to Purchase"), and in the related Letter of Transmittal (which together constitute the "Offer").

THE OFFER IS NOT CONDITIONED ON ANY MINIMUM NUMBER OF SHARES BEING TENDERED. THE OFFER IS, HOWEVER, SUBJECT TO CERTAIN OTHER CONDITIONS. SEE SECTION 13 OF THE OFFER TO PURCHASE.

The Purchaser will accept all valid tenders, not withdrawn prior to the Expiration Date (as defined in the Offer to Purchase). If at the Expiration Date, it is determined that valid tenders representing at least 90% of the number of non-affiliate Shares outstanding on a fully-diluted basis have been or are likely to be received and accepted, the Purchaser in its sole discretion may extend the Offer. If 90% of such non-affiliate Shares are tendered and accepted, the Purchaser intends to extend the period of time for which the Offer is open for an additional three months, Tosli, which owns 4,030,762 Shares (96.6% of the currently outstanding shares), intends to tender all of such Shares, and in the event Tosli tenders its Shares, all Shares not tendered will be purchased pursuant to Nova Scotia law, at the Offer Price.

If at the Expiration Date, valid tenders have been accepted to reduce the number of record stockholders of the Company (the "Stockholders" or the "Holders") to less than 300, the Company intends to deregister the Shares with the United States Securities and Exchange Commission (the "Commission"), and cease filing reports and other information which the Company is currently required to file with the Commission under the requirements of the Securities Exchange Act of 1934, as amended.

Please furnish copies of the enclosed materials to those of your clients for whom you hold Shares registered in your name or in the name of your nominee.

Enclosed herewith are the following documents:

1. The Offer to Purchase dated August 26, 1999.

2. The Letter of Transmittal to be used by stockholders in accepting the Offer.

3. The Letter to Stockholders from the Company, accompanied by the Company's Solicitation Statement on Schedule 14D-9.

4. The Notice of Guaranteed Delivery to be used to accept the Offer if the Shares and all other required documents cannot be delivered to the Depository (as defined in the Offer to Purchase) by the Expiration Date.

5. The Letter that may be sent to your clients for whose accounts you hold Shares registered in your name or in the name of your nominee, with space for obtaining such clients' instructions with regard to the Offer.

6. Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9 providing information relating to backup federal income tax withholding.

7. A return envelope addressed to U.S. Bank Trust National Association, the Depository.

Upon the terms and subject to the satisfaction or waiver (where applicable) of the conditions of the Offer, the Purchaser will purchase, by accepting for payment, and will pay for, all Shares validly tendered and not withdrawn on or prior to the Expiration Date, promptly after the Expiration Date. For purposes of the Offer, the Purchaser will be deemed to have accepted for payment, and thereby purchased, tendered Shares if, as and when the Purchaser gives oral or written notice to the Depository of the Purchaser's acceptance of such Shares for payment. In all cases, payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depository of (i) certificates representing the Shares (the "Certificates") or timely confirmation of a book-entry transfer of such Shares, if such procedure is available, into the Depository's account at the Book-Entry Transfer Facility (as defined in the Offer to Purchase) pursuant to the procedures set forth in Section 3 of the Offer to Purchase, (ii) the Letter of Transmittal (or facsimile thereof), properly completed and duly executed, or an Agent's Message (as defined in the Offer to Purchase) and (iii) any other documents required by the Letter of Transmittal.

The Purchaser will not pay any fees or commissions to any broker, dealer or other person for soliciting tenders of Shares pursuant to the Offer, but tendering stockholders who hold Shares in their own name(s) will not be charged brokerage fees. The Purchaser will, upon request, reimburse brokers, dealers, commercial banks, trust companies, and other nominees for reasonable and customary handling and mailing expenses incurred by them in forwarding materials relating to the Offer to their customers. The Purchaser will pay all stock transfer taxes for those tendering in their own name applicable on the transfer and sale of Shares pursuant to the Offer, subject to Instruction 6 of the Letter of Transmittal.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE OFFER, DETERMINED THAT THE OFFER DESCRIBED HEREIN IS FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY AND ITS STOCKHOLDERS, AND RECOMMENDS THAT THE STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

YOUR PROMPT ACTION IS REQUESTED. WE URGE YOU TO CONTACT YOUR CLIENTS AS PROMPTLY AS POSSIBLE. PLEASE NOTE THAT THE OFFER, AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK CITY TIME, ON SEPTEMBER 24, 1999, UNLESS THE OFFER IS EXTENDED.

In order to take advantage of the Offer, a duly executed and properly completed Letter of Transmittal and any other required documents should be sent to the Depository and certificates representing the tendered Shares should be delivered, or such Shares should be tendered by book-entry transfer, all in accordance with the instructions set forth in the Letter of Transmittal and the Offer to Purchase.

If Stockholders wish to tender, but it is impracticable for them to forward their Certificates or other required documents prior to the Expiration Date, a tender may be effected by following the guaranteed delivery procedures specified under Section 3 in the Offer to Purchase.

Any questions or requests for assistance or additional copies of this Offer to Purchase, the Letter of Transmittal and the Notice of Guaranteed Delivery may be directed to the Information Agent (as defined in the Offer to Purchase) at:

MACKENZIE PARTNERS, INC.  
156 5th Avenue  
New York, New York 10010  
Banks and Brokers, Call Collect: (212) 929-5500  
All Others Call Toll Free: (800) 322-2885

You may also contact your broker, dealer, commercial bank, trust company, or nominee for assistance concerning the Offer.

Very truly yours,

MacKenzie Partners, Inc.

By /s/ MACKENZIE PARTNERS, INC.

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NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON THE AGENT OF THE COMPANY, OR THE DEPOSITARY, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENT ON BEHALF OF ANY OF THEM IN CONNECTION WITH THE OFFER OTHER THAN THE DOCUMENTS ENCLOSED HERewith AND THE STATEMENTS CONTAINED THEREIN.

OFFER TO PURCHASE FOR CASH  
ALL OUTSTANDING COMMON SHARES  
OF

COMPANIA BOLIVIANA DE ENERGIA ELECTRICA S.A. --  
BOLIVIAN POWER COMPANY LIMITED  
AT A PURCHASE PRICE OF U.S. \$20.00 NET PER SHARE  
BY

TOSLI ACQUISITION B.V.  
A WHOLLY-OWNED SUBSIDIARY OF

TOSLI INVESTMENTS N.V.  
THE PRINCIPAL SHAREHOLDER OF THE COMPANY

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK  
CITY TIME, ON FRIDAY, SEPTEMBER 24, 1999, UNLESS THE OFFER IS EXTENDED.

August 26, 1999

To Our Clients:

Enclosed for your consideration are the Offer to Purchase, as amended and supplemented, dated August 26, 1999 (the "Offer to Purchase"), and the related Letter of Transmittal (which together constitute the "Offer") setting forth an offer by Tosli Acquisition B.V., a Netherlands private limited liability company (the "Purchaser"), a wholly-owned subsidiary of Tosli Investments N.V., a Netherlands public limited liability company ("Tosli"), to purchase all outstanding common shares of Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited, a Nova Scotia corporation (the "Company"), without nominal or par value ("Shares"), at a price of U.S. \$20.00 per Share, net to the seller in cash, without interest (the "Offer Price"), upon the terms and subject to the conditions set forth in the Offer. Also enclosed herewith is certain other material related to the Offer, including the Letter to Stockholders of the Company dated August 26, 1999, accompanied by the Company's Solicitation and Recommendation Statement on Schedule 14 D-9.

WE ARE THE HOLDER OF RECORD OF SHARES HELD FOR YOUR ACCOUNT. AS SUCH, A TENDER OF SUCH SHARES CAN BE MADE ONLY BY US AS THE HOLDER OF RECORD AND PURSUANT TO YOUR INSTRUCTIONS. THE LETTER OF TRANSMITTAL IS FURNISHED TO YOU FOR YOUR INFORMATION ONLY AND CANNOT BE USED BY YOU TO TENDER SHARES HELD BY US FOR YOUR ACCOUNT.

We request instructions as to whether you wish us to tender any or all of the Shares held by us for your account, upon the terms and subject to the conditions set forth in the Offer.

Your attention is invited to the following:

1. You may tender Shares as indicated in the attached Instruction Form.
2. The Offer is extended for all Shares.

3. THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY APPROVED THE OFFER, DETERMINED THAT THE OFFER IS FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY AND ITS STOCKHOLDERS (THE "STOCKHOLDERS" OR THE "HOLDERS"), AND RECOMMENDS THAT THE STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

4. The Offer and withdrawal rights will expire at 12:00 Midnight, New York City time, on September 24, 1999, unless the Offer is extended. Your instructions should be forwarded to us in ample time to permit us to submit a

tender on your behalf.

5. The Offer is not conditioned on any minimum number of Shares being tendered. The Purchaser will accept all Shares validly tendered at the Offer Price, and not withdrawn prior to the Expiration Date (as defined in the Offer to Purchase), upon the terms and subject to the conditions of the Offer. See Section 1 of the Offer to Purchase. The Offer is, however, subject to certain other conditions set forth in the Offer to Purchase. See Section 13 of the Offer to Purchase.

6. As described in the Offer to Purchase, if at the Expiration Date it is determined that valid tenders representing at least 90% of the number of non-affiliate Shares outstanding on a fully-diluted basis have been or are likely to be received and accepted, the Purchaser in its sole discretion may extend the Offer. If 90% of such non-affiliate Shares are tendered and accepted, the Purchaser intends to extend the period of time for which the Offer is open for an additional three months, Tosli, which owns 4,030,762 Shares (96.6% of the currently outstanding shares), intends to tender all of its Shares, and in the event Tosli tenders its Shares, all Shares not tendered will be purchased pursuant to Nova Scotia law, at the Offer Price.

7. If at the Expiration Date, valid tenders have been accepted to reduce the number of record stockholders of the Company (the "Stockholders" or the "Holders") to less than 300, the Company intends to deregister the Shares with the United States Securities and Exchange Commission (the "Commission"), and cease filing reports and other information which the Company is currently required to file with the Commission under the requirements of the Securities Exchange Act of 1934, as amended.

8. Tendering Stockholders who hold Shares in their own name(s) will not be charged brokerage fees or, except as set forth on Instruction 6 of the Letter of Transmittal, stock transfer taxes on the transfer and sale of Shares pursuant to the Offer.

If you wish to have us tender any or all of your Shares held by us for your account upon the terms and subject to the conditions set forth in the Offer to Purchase, please so instruct us by completing, executing and returning to us the attached Instruction Form. An envelope to return your instructions to us is enclosed. If you authorize tender of your Shares, all such Shares will be tendered unless otherwise specified on the Instruction Form. YOUR INSTRUCTIONS SHOULD BE FORWARDED TO US IN AMPLE TIME TO PERMIT US TO SUBMIT A TENDER ON YOUR BEHALF BY THE EXPIRATION OF THE OFFER.

The Offer is being made to all Stockholders. The Purchaser is not aware of any jurisdiction where the making of the Offer is not in compliance with applicable law. If the Purchaser becomes aware of any jurisdiction where the making of the Offer is not in compliance with any valid applicable law, the Purchaser will make a good faith effort to comply with such law. If, after such good faith effort, the Purchaser cannot comply with such law, the Offer will not be made to (nor will tenders be accepted from or on behalf of) the Stockholders residing in such jurisdiction.

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INSTRUCTION FORM

WITH RESPECT TO THE OFFER TO PURCHASE FOR CASH  
ALL OUTSTANDING COMMON SHARES  
OF  
COMPANIA BOLIVIANA DE ENERGIA ELECTRICA S.A. --  
BOLIVIAN POWER COMPANY LIMITED  
BY  
TOSLI ACQUISITION B.V.  
AT AN OFFER PRICE OF  
U.S. \$20.00 NET PER SHARE

The undersigned acknowledge(s) receipt of your letter and the enclosed Offer to Purchase, as amended and supplemented, dated August 26, 1999, and the related Letter of Transmittal (which together constitute the "Offer") in connection with the Offer by Tosli Acquisition B.V., a Netherlands private limited liability company (the "Purchaser") to purchase all outstanding common shares of Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited, a Nova Scotia corporation, without nominal or par value (the "Shares"), at a price of U.S. \$20.00 per share, without interest, net to the undersigned in cash, upon the terms and subject to the terms and conditions of the Offer.

This will instruct you to tender to the Purchaser the number of Shares indicated below (or, if no number is indicated below, all Shares) that are held by you for the account of the undersigned, at the price per Share indicated above, upon the terms and subject to the conditions set forth in the Offer.

SHARES TENDERED

[ ] By checking this box, the undersigned hereby instructs us to tender the following number of Shares held by us for the account of the undersigned, at the Offer Price per Share indicated above:

\_\_\_\_\_ Shares\*

-----  
\* The undersigned understands and agrees that all Shares held by us for the account of the undersigned will be

tendered if the above box is checked and the space above is left blank.

THE METHOD OF DELIVERY OF THIS DOCUMENT IS AT THE ELECTION AND RISK OF THE TENDERING STOCKHOLDERS. IF DELIVERY IS BY MAIL, REGISTERED MAIL WITH RETURN RECEIPT REQUESTED, PROPERLY INSURED, IS RECOMMENDED. IN ALL CASES, SUFFICIENT TIME SHOULD BE ALLOWED TO ASSURE DELIVERY.

SIGN HERE

Dated: August 26, 1999

-----

-----  
Signature(s)

Name

-----

(please print)

Address

-----

-----

(please print)

-----  
Area Code and Telephone Number(s)

-----

Security or Taxpayer ID No.

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION  
NUMBER ON SUBSTITUTE FORM W-9

GUIDELINES FOR DETERMINING THE PROPER IDENTIFICATION NUMBER TO GIVE THE PAYER--Social Security numbers have nine digits separated by two hyphens: e.g., 000-00-0000. Employer identification numbers have nine digits separated by only one hyphen: e.g., 00-0000000. The table below will help determine the number to give the payer.

-----

FOR THIS TYPE OF ACCOUNT:	GIVE THE SOCIAL SECURITY NUMBER OF--
-----	
1. An individual's account	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)
4. Adult and minor (joint account)	The adult or, if the minor is the only contributor, the minor(1)
5. Account in the name of guardian or committee for a designated ward, minor, or incompetent person	The ward, minor, or incompetent person(3)
6. a. A revocable savings trust account (in which grantor is also trustee)	The grantor-trustee(1)
b. Any "trust" account that is not a legal or valid trust under State law	The actual owner(1)

FOR THIS TYPE OF ACCOUNT:	GIVE THE EMPLOYER IDENTIFICATION
-----	
NUMBER OF--	
7. Sole proprietorship	The owner(4)
8. A valid trust, estate, or pension	The legal entity(5)
9. Corporate	The corporation
10. Association, club,	The organization

- religious,  
charitable,  
educational, or other  
tax-exempt  
organization
11. Partnership account held in the name of the business                      The partnership
12. A broker or registered nominee                      The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments.                      The public entity

- 
- (1) List first and circle the name of the person whose number you furnish.
- (2) Circle the minor's name and furnish the minor's Social Security number.
- (3) Circle the ward's, minor's or incompetent person's name and furnish such person's social security number.
- (4) Show the name of the owner. If the owner does not have an employer identification number, furnish the owner's social security number.
- (5) List first and circle the name of the legal trust, estate, or pension trust. Do not furnish the identifying number of the personal representative or trustee unless the legal entity itself is not designated in the account title.

NOTE: IF NO NAME IS CIRCLED WHEN THERE IS MORE THAN ONE NAME, THE NUMBER WILL BE CONSIDERED TO BE THAT OF THE FIRST NAME LISTED.

2

GUIDELINES FOR CERTIFICATION OF TAXPAYER IDENTIFICATION  
NUMBER ON SUBSTITUTE FORM W-9

OBTAINING A NUMBER

If you do not have a taxpayer identification number or you do not know your number, obtain form SS-5, Application for a Social Security Number Card (for resident individuals), Form SS-4, Application for Employer Identification Number (for businesses and all other entities), or Form W-7 for International Taxpayer Identification Number (for alien individuals required to file U.S. tax returns), at an office of the Social Security Administration or the Internal Revenue Service.

To complete Substitute Form W-9, if you do not have a taxpayer identification number, check the box entitled "Awaiting TIN" in Part 1, sign and date the Form and the Certificate of Awaiting Taxpayer Identification Number, and give it to the requester. Generally, you will then have 60 days to obtain a taxpayer identification number and furnish it to the requester. If the requester does not receive your taxpayer identification number within 60 days, backup withholding, if applicable, will begin and will continue until you furnish your taxpayer identification number to the requester.

PAYEES EXEMPT FROM BACKUP WITHHOLDING



Payees exempt from backup withholding on ALL payments include the following:\*

- An organization exempt from tax under section 501(a), or an individual retirement plan, or a custodial account under section 403(b)(7).
- The United States or any agency or instrumentality thereof.
- A state, the District of Columbia, a possession of the United States, or any political subdivision or instrumentality thereof.
- A foreign government or a political subdivision, agency or instrumentality thereof.
- An international organization or any agency or instrumentality thereof.

Other payees that may be exempt from backup withholding include:

- A corporation.
- A financial institution
- A dealer in securities or commodities registered in the United States or a possession of the United States.
- A real estate investment trust.
- A common trust fund operated by a bank under section 584(a).
- A trust exempt from tax under Section 664, or a non-exempt trust described in section 4947(a)(1).
- An entity registered at all times during the tax year under the Investment Company Act of 1940.
- A foreign central bank of issue.
- A middleman known in the investment community as a nominee or who is listed in the most recent publication of the American Society of Corporate Secretaries, Inc. Nominee List

Exempt payees described above should file a Substitute Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.

Certain payments other than interest, dividends and patronage dividends that are not subject to information reporting are also not subject to backup withholding. For details, see the regulations under sections 6041, 6041A(a), 6045, and 6050A.

PRIVACY ACT NOTICES. Section 6109 requires most recipients of dividends, interest or other payments to give taxpayer identification numbers to payers who must report the payments to the IRS. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. Payers must be given the numbers whether or not recipients are required to file tax returns. Payers must generally withhold 31% of taxable interest, dividends, and certain other payments to a payee who does not furnish a taxpayer identification number to a payer. Certain penalties may also apply.

Payments of dividends and patronage dividends not generally subject to backup withholding include the following:

- Payments to nonresident aliens subject to withholding under section 1441.
- Payments to partnerships not engaged in a trade or business in the United States and which have at least one nonresident alien partner.

- Payments of patronage dividends where the amount received is not paid in money.
- Payments made by certain foreign organizations.

Payments of interest generally subject to backup withholding include the following:

- Payments of interest on obligations issued by individuals. NOTE: You may be subject to backup withholding if (i) this interest is \$600 or more, and (ii) the interest is paid in the course of the payer's trade or business and (iii) you have not provided your correct taxpayer identification number to the payer.
- Payments of tax-exempt interest (including exempt-interest dividends under section 852).
- Payments described in section 6049(b)(5) to non-resident aliens.
- Payments on tax-free covenant bonds under section 1451.
- Payments made by certain foreign organizations.

#### PENALTIES

(1) PENALTY FOR FAILURE TO FURNISH TAXPAYER IDENTIFICATION NUMBER. -- If you fail to furnish your taxpayer identification number to a payer, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) CIVIL PENALTY FOR FALSE STATEMENTS WITH RESPECT TO WITHHOLDING. -- If you make a false statement with no reasonable basis which results in no imposition of backup withholding, you are subject to a penalty of \$500.

(3) CRIMINAL PENALTY FOR FALSIFYING INFORMATION. -- If you falsify certifications or affirmations, you are subject to criminal penalties including fines and/or imprisonment.

(4) FAILURE TO REPORT CERTAIN DIVIDEND AND INTEREST PAYMENTS. -- If you fail to include any portion of an includible payment for interest, dividends or patronage dividends in gross income and such failure is due to negligence, a penalty of 20% is imposed on any portion of any underpayment attributable to the failure.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX CONSULTANT OR THE INTERNAL REVENUE SERVICE.

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Unless otherwise noted herein, all references below to section numbers or to regulations are references to the Internal Revenue Code and the regulations promulgated thereunder.

This announcement is neither an offer to purchase nor a solicitation of an offer to sell Shares (as defined below). The Offer (as defined below) is made solely by the Offer to Purchase dated August 26, 1999, and the related Letter of Transmittal, and any amendments or supplements thereto, and is being made to all holders of Shares. The Offer is not being made to, nor will the Company accept tenders from or on behalf of, holders of Shares in any jurisdiction in which the making of the Offer or the acceptance thereof would not be in compliance with the laws of such jurisdiction. The Company is not aware of any jurisdiction in which the making of the Offer or the tender of Shares would not be in compliance with the laws of such jurisdiction. In jurisdictions whose laws require that the Offer be made by a licensed broker or dealer, the Offer shall be deemed to be made on the Purchaser's behalf by one or more registered brokers or dealers licensed under the laws of such jurisdiction.

NOTICE OF OFFER TO PURCHASE FOR CASH  
ALL OUTSTANDING COMMON SHARES  
OF  
COMPANIA BOLIVIANA DE ENERGIA ELECTRICA S.A. --  
BOLIVIAN POWER COMPANY LIMITED  
AT  
U.S. \$20.00 NET PER SHARE  
BY  
TOSLI ACQUISITION B.V.  
A WHOLLY-OWNED SUBSIDIARY OF  
TOSLI INVESTMENTS N.V.  
THE PRINCIPAL SHAREHOLDER OF THE COMPANY

Tosli Acquisition B.V., a Netherlands private limited liability company (the "Purchaser"), a wholly-owned subsidiary of Tosli Investments N.V., a Netherlands public limited liability company ("Tosli") equally owned through subsidiaries, by NRG Energy, Inc., a Delaware corporation and a wholly-owned subsidiary of Northern States Power Company, a Minnesota corporation, and Nordic Power Invest AB, a Swedish corporation and a wholly-owned subsidiary of Vattenfall AB, a Swedish corporation that is wholly-owned by the State of Sweden, is offering to purchase all outstanding common shares, without nominal or par value (the "Shares"), of Compania Boliviana de Energia Eletrica S.A. -- Bolivian Power Company Limited, a Nova Scotia corporation (the "Company"), at a purchase price of U.S. \$20.00 per share (the "Offer Price"), in each case, net to the seller in cash, without interest, upon the terms and subject to the conditions set forth in the Offer to Purchase, as amended and supplemented, dated August 26, 1999 (the "Offer to Purchase") and in the related Letter of Transmittal (which, together with the Offer to Purchase, constitute the "Offer"). Tendering stockholders who hold Shares in their own name(s) will not be charged brokerage fees, or except as set forth in Instruction 6 of the Letter of Transmittal, stock transfer taxes on the transfer and sale of Shares pursuant to the Offer. The purpose of the Offer is for the Purchaser to provide liquidity to stockholders of the Shares for their investment, to terminate the registration of the Company's securities under the Securities and Exchange Act of 1934, as amended ("Exchange Act"), and if at least 90% of the non-affiliate Shares are tendered (see below), acquire all of the outstanding Shares of the Company.

THE OFFER AND WITHDRAWAL RIGHTS EXPIRE AT 12:00 MIDNIGHT, NEW YORK  
CITY TIME, ON FRIDAY, SEPTEMBER 24, 1999, UNLESS THE OFFER IS EXTENDED.

All valid tenders not withdrawn prior to the Expiration Date (as defined below) will be accepted. If at the Expiration Date, it is determined that valid tenders representing at least 90% of the number of non-affiliate Shares outstanding on a fully-diluted basis have been or are likely to be received and accepted, the Purchaser

in its sole discretion may extend the Offer. If 90% of such non-affiliate Shares

are tendered and accepted, the Purchaser intends to extend the period of time for which the Offer is open for an additional three months, Tosli, which owns 4,030,762 Shares (96.6% of the currently outstanding shares), intends to tender all of its Shares, and in the event Tosli tenders its Shares, all Shares not tendered will be purchased pursuant to Nova Scotia law, at the Offer Price. If at the Expiration Date a sufficient number of valid tenders have been accepted to reduce the number of record holders of the Shares to less than 300, the Company will deregister the Shares with the United States Securities and Exchange Commission (the "Commission"), and cease filing reports and other information which the Company is currently required to file with the Commission under the requirements of the Exchange Act.

THE BOARD OF DIRECTORS OF THE COMPANY HAS UNANIMOUSLY DETERMINED THAT THE OFFER IS FAIR TO, AND IN THE BEST INTERESTS OF, THE COMPANY AND ITS STOCKHOLDERS, HAS UNANIMOUSLY APPROVED THE OFFER AND RECOMMENDS THAT THE COMPANY'S STOCKHOLDERS ACCEPT THE OFFER AND TENDER THEIR SHARES PURSUANT TO THE OFFER.

The Purchaser reserves the right, subject to the terms of the Offer to Purchase, to extend the Offer. Any such extension will be followed as promptly as practicable by a public announcement thereof, no later than 9:00 a.m., New York City time on the next business date after the previously scheduled Expiration Date.

For purposes of the Offer, the Purchaser shall be deemed to have accepted for payment (and thereby purchased) validly tendered Shares when, as and if the Purchaser gives oral or written notice to U.S. Bank Trust National Association (the "Depository") of its acceptance of the tenders of such Shares. Payment for Shares accepted for payment pursuant to the Offer will be made only after timely receipt by the Depository of certificates for such Shares (or a confirmation of a book-entry transfer with respect to such Shares into the Depository's account at the Depository Trust Company (the "Book-Entry Transfer Facility") pursuant to the procedures set forth in Section 3 of the Offer to Purchase, a properly completed and duly executed Letter of Transmittal (or facsimile thereof) and any other documents required by the Letter of Transmittal. UNDER NO CIRCUMSTANCES WILL INTEREST ON THE PURCHASE PRICE FOR SHARES BE PAID, REGARDLESS OF ANY EXTENSION OF THE OFFER OR OF ANY DELAY IN MAKING SUCH PAYMENT.

The term "Expiration Date" means 12:00 Midnight, New York City time, on Friday, September 24, 1999, unless and until the Purchaser, in its sole discretion, shall have extended the period of time for which the Offer is open, in which event the term "Expiration Date" shall mean the latest time and date on which the Offer, as so extended by the Purchaser, shall expire.

Tenders of Shares made pursuant to the Offer may be withdrawn at any time prior to the Expiration Date. To be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depository at one of its addresses set forth in the Offer to Purchase and must specify the name of the person who tendered the Shares to be withdrawn, the number of Shares to be withdrawn, and the name of the registered stockholder if different from that of the person who tendered such Shares. If Certificates (defined as "certificates representing such shares") evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depository, then, prior to the physical release of such Certificates, the serial numbers of the particular Certificates evidencing the Shares to be withdrawn and a signed notice of withdrawal with signatures guaranteed by an Eligible Institution (as defined in the Offer to Purchase), except in the case of Shares tendered for the account of an Eligible Institution, must also be furnished to the Depository. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3 of the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

The information required to be disclosed by paragraph (e)(1)(vii) of Rule 14d-6 of the General Rules and Regulations under the Exchange Act is contained in the Offer to Purchase and is incorporated herein by reference.

The Company has provided or will provide the Purchaser with the Company's stockholder list and security position listings for the purposes of disseminating the Offer to stockholders. The Offer to Purchase and the related Letter of Transmittal and other related materials will be mailed to record holders of Shares and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the stockholder list or, if applicable, who are listed as participants in a clearing agency's security position listing for subsequent transmittal to beneficial owners of Shares.

The Offer to Purchase and the related Letter of Transmittal contain important information which should be read carefully before any decision is made with respect to the Offer.

Questions and requests for assistance may be directed to the Information Agent at the address and telephone numbers set forth below. Requests for copies of the Offer to Purchase and the Letter of Transmittal and other tender offer materials may be directed to the Information Agent, or to the brokers, dealers, commercial banks or trust companies who are the registered owners of Shares, and copies will be furnished promptly at the Purchaser's expense.

The Information Agent for the Offer is:

MACKENZIE PARTNERS, INC.  
156 5th Avenue  
New York, New York 10010

Banks and Brokerage Firms, Please Call Collect:  
(212) 929-5500

All Others, Call Toll Free:  
(800) 322-2885

PRESS RELEASE

AUGUST 26, 1999

TOSLI ACQUISITION B.V. INITIATES TENDER OFFER TO ACQUIRE ALL OUTSTANDING COMMON SHARES OF COMPANIA BOLIVIANA de ENERGIA ELECTRICA S.A. -- BOLIVIAN POWER COMPANY LIMITED.

New York, NY, August 26, 1999 -- Today, Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited announced that Tosli Acquisition B.V. has initiated a tender offer to acquire all of the outstanding common shares of Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited (the "Company"), for a cash price of USD 20.00 net per share.

The offer will be sent to the Company's stockholders today, August 26, 1999, and will expire on September 24, 1999, unless extended by the purchaser. All valid tenders not withdrawn prior to September 24, 1999 will be accepted. The Board of Directors of the Company unanimously recommends that its stockholders accept the offer.

The purchaser, Tosli Acquisition B. V., is a Netherlands private limited liability company and a wholly-owned subsidiary of Tosli Investments N.V. which is a Netherlands public limited liability company that is equally owned, through subsidiaries, by NRG Energy, Inc., a Delaware corporation, and Nordic Power Invest AB, a Swedish corporation.

To date, the purchaser has not conducted any business other than in connection with the tender offer. Until immediately prior to the time that the purchaser purchases the shares under the tender offer, it is not anticipated that the purchaser will have any significant assets or liabilities or engage in activities other than activities incident to its formation and capitalization and transactions contemplated by the tender offer.

Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited, is a Nova Scotia corporation, with its principal executive offices in La Paz, Bolivia. The Company generates electricity in Bolivia from 15 hydroelectric power stations and one thermal facility. In 1998, electricity generated by the Company represented approximately 27% of all electricity generated in Bolivia. As of December 31, 1998, the Company's maximum generating capacity was 190 megawatts ("MW").

For its fiscal year ended December 31, 1998, the Company reported net income of approximately \$5,164,000.

The Company and its affiliates previously stated their intention to continue to assess means by which to provide to the stockholders liquidity for their investments, and this acquisition represents the means of accomplishing that goal. Further, the Company currently spends significant amounts each year in complying with the information reporting requirements of the Securities Exchange Act of 1934, as amended, and related activities. If the Company is able, as a result of responses to the tender offer, to terminate the registration of its securities under the Exchange Act, it expects that it will be able to reduce these annual costs. Finally, with this acquisition, the purchaser and its affiliates desire to own 100% of the shares and simplify the corporate governance of the Company.

The Board of Directors of the Company has unanimously determined that the offer is fair to, and in the best interests of, the Company and its stockholders, has unanimously approved the offer and recommends that the holders accept the offer and tender their shares pursuant to the offer. In arriving at its determination that the offer price of U.S. \$20.00 is fair to and in the best interests of the Company and its shareholders, the Board of Directors of the Company considered a variety of factors, including the price of the 1996 tender offer by which Tosli Investments N.V. acquired 96.6% of the Company's shares, the approximate valuation of comparable companies, and the fact that there are no current price quotations for the shares.

If at the expiration date of September 24, 1999, it is determined that valid tenders representing at least 90% of the number of non-affiliate shares outstanding on a fully-diluted basis have been or are likely to be received and accepted, the purchaser in its sole discretion may extend the tender offer. If 90% of such non-affiliate shares are tendered and accepted, the purchaser intends to extend the period of time for which the offer is open for an additional three months, Tosli Investments N.V., which owns 4,030,762 shares or 96.6% of the currently outstanding shares of the Company, intends to tender all of such shares, and in the event Tosli

2

Investments N.V. tenders its shares, all shares not tendered will be purchased according to Nova Scotia law, at the tender offer price of U.S. \$20.00.

If, at the expiration date, a sufficient number of valid tenders have been accepted as will reduce the number of record holders of shares of the Company to less than 300, the Company intends to deregister its securities with the United States Securities and Exchange Commission, and cease filing reports and other information which the Company is currently required to file with the Commission under the requirements of the Exchange Act.

For further information, contact the Information Agent:

MACKENZIE PARTNERS, INC.  
156 5th Avenue  
New York, New York 10010

Banks and Brokers Call Collect: (212) 929-5500  
All Others Call Toll Free: (800) 322-2885

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

SCHEDULE 14D-1

Tender Offer Statement Pursuant to Rule 14(d)(1) Under The  
Securities Exchange Act of 1934

COMPANIA BOLIVIANA de ENERGIA ELECTRICA S.A. -  
BOLIVIAN POWER COMPANY LIMITED

-----  
(Name of Subject Company)

TOSLI ACQUISITION B.V.  
TOSLI INVESTMENTS N.V.  
NRG ENERGY, INC.  
NORDIC POWER INVEST AB  
VATTENFALL AB

-----  
(Bidders)

Common Shares, without nominal or par value

-----  
(Title of Class of Securities)

204425 102

-----  
(CUSIP Number of Class of Securities)

David H. Peterson  
Compania Boliviana de Energia Electrica S.A. -  
Bolivian Power Company Limited  
Obrajes, Ave. Hernando Siles #5635  
Entre Calles 10 y 11  
La Paz, Bolivia

-----  
(Name, Address and Telephone Number of Person Authorized  
to Receive Notices and Communications on Behalf of Bidders)

with a copy to:

Frank Voigt, Esq.  
Dorsey & Whitney LLP  
Pillsbury Center South  
220 South Sixth Street  
Minneapolis, Minnesota 55402  
(612) 340-2781

CALCULATION OF FILING FEE

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Transaction Valuation\*

Amount of Filing Fee\*\*  
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\* For purposes of calculating the filing fee only. Assumes the purchase of 4,202.575 common shares (the "Shares") at a purchase price of U.S. \$20.00 net per Share in cash. Such number of Shares represents all the Shares outstanding as of March 31, 1999.

\*\* The amount of the filing fee, calculated in accordance with Rule 0-11(d) under the Securities Exchange Act of 1934, as amended, equals 1/50th of one percent of the aggregate cash offered by the bidder.

[X] Check box if any part of the fee is offset as provided by Rule 0-11(a)(2) and identify the filing with which the offsetting fee was previously paid. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

Amount Previously Paid: \$16,810

Filing Parties:  
Tosli Acquisition B.V.  
Tosli Investments N.V.  
NRG Energy, Inc.  
Nordic Power Invest AB  
Vattenfall AB

Form or Registration No.: Schedule 13E-3

Date Filed: August 26, 1999

-2-

3

#### TENDER OFFER

This Statement on Schedule 14D-1 (this "Statement") relates to the offer by Tosli Acquisition B.V., a Netherlands private limited liability company (the "Purchaser") and a wholly-owned subsidiary of Tosli Investments N.V., a Netherlands public limited liability company ("Tosli") that is equally owned, through subsidiaries, by NRG Energy, Inc., a Delaware corporation ("NRG") and a wholly-owned subsidiary of Northern States Power Company, a Minnesota corporation ("NSP"), and Nordic Power Invest AB, a Swedish corporation ("NPI") and a wholly-owned subsidiary of Vattenfall AB, a Swedish corporation ("Vattenfall") that is wholly-owned by the State of Sweden, to purchase all of the outstanding common shares (the "Shares"), without nominal or par value, of Compania Boliviana de Energia Electrica S.A. - Bolivian Power Company Limited, a Nova Scotia corporation (the "Company"), at a purchase price of U.S. \$20.00 per Share, net to the seller in cash, upon the terms and subject to the conditions set forth in the Offer to Purchase, as amended and supplemented, dated August 26, 1999 (the "Offer to Purchase"), a copy of which is attached hereto as Exhibit (a)(1), and in the related Letter of Transmittal, a copy of which is attached hereto as Exhibit (a)(2), which, as amended from time to time, together constitute the "Offer."

#### ITEM 1. SECURITY AND SUBJECT COMPANY.

(a) The name of the subject company is Compania Boliviana de Energia Electrica S.A. -- Bolivian Power Company Limited, a Nova Scotia corporation, which has its principal executive offices at Av. Hernando Siles 5635, Obrajes, La Paz, Bolivia.

(b) The class of equity securities being sought is the Company's common

shares, without nominal or par value. The information set forth on the cover page and in the "Introduction" of the Offer to Purchase is incorporated herein by reference.

(c) The information set forth in Section 6 "Price Range of Shares; Dividends" of the Offer to Purchase is incorporated herein by reference.

ITEM 2. IDENTITY AND BACKGROUND.

(a)-(d) and (g) This Statement is being filed by Purchaser, Tosli, NRG, NPI and Vattenfall. The information set forth in Section 9 "Certain Information Concerning the Purchaser, Tosli, NRG, NPI, Vattenfall and NSP" and Schedule I of the Offer to Purchase is incorporated herein by reference.

(e) and (f) During the last five years, neither Purchaser, Tosli, NRG, NPI nor Vattenfall, nor, to the best of their knowledge, any of the individuals listed in Schedule A of the Offer to Purchase has (i) been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting activities subject to, federal or state securities laws or finding any violation of such laws.

ITEM 3. PAST CONTACTS, TRANSACTIONS OR NEGOTIATIONS WITH THE SUBJECT COMPANY.

(a)-(b) The information set forth in Section 9 "Certain Information Concerning the Purchaser, Tosli, NRG, NPI, Vattenfall and NSP," Section 11 "Background of the Offer; Agreements" and Section 12 "Purpose of the Offer; Plans for the Company" of the Offer to Purchase, each as amended and supplemented, is incorporated herein by reference.

ITEM 4. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION.

(a)-(b) The information set forth in the "Introduction" and Section 10 "Source and Amount of Funds" of the Offer to Purchase is incorporated herein by reference.

-3-

4

ITEM 5. PURPOSE OF THE TENDER OFFER AND PLANS OR PROPOSALS OF THE BIDDER.

(a)-(e) The information set forth in the "Introduction," Section 11 "Background of the Offer; Agreements" and Section 12 "Purpose of the Offer; Plans for the Company" of the Offer to Purchase is incorporated herein by reference.

(f)-(g) The information set forth in the "Introduction" and Section 7 "Effect of the Market for the Shares; Offer on Termination of Exchange Act Registration" of the Offer to Purchase is incorporated herein by reference.

ITEM 6. INTEREST IN SECURITIES OF THE SUBJECT COMPANY.

(a)-(b) The information set forth in the "Introduction," Section 9 "Certain Information Concerning the Purchaser, Tosli, NRG, NPI, Vattenfall and NSP," Section 11 "Background of the Offer; Agreements," Section 12 "Purpose of the Offer; Plans for the Company" and Schedule A of the Offer to Purchase is incorporated herein by reference.

ITEM 7. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO THE SUBJECT COMPANY'S SECURITIES.

The information set forth in the "Introduction," Section 9 "Certain Information Concerning Purchaser, Tosli, NRG NPI, Vattenfall and NSP," Section

10 "Source and Amount of Funds," Section 11 "Background of the Offer," Section 12 "Purpose of the Offer; Plans for the Company," and Schedule A of the Offer to Purchase is incorporated herein by reference.

ITEM 8. PERSONS RETAINED, EMPLOYED OR TO BE COMPENSATED.

The information set forth in the "Introduction" of the Offer to Purchase is incorporated herein by reference.

Except as set forth above, none of the bidders or any person acting on its or their behalf has or currently intends to employ, retain or compensate any person to make solicitations or recommendations on its or their behalf in connection with the Offer.

ITEM 9. FINANCIAL STATEMENTS OF CERTAIN BIDDERS.

The information set forth in Section 9 "Certain Information Concerning Purchaser, Tosli, NRG NPI, Vattenfall and NSP" of the Offer to Purchase is incorporated herein by reference.

The incorporation by reference herein of the above-referenced financial information does not constitute an admission that such information is material to a decision by a security holder of the Company whether to sell, tender or hold securities being sought in the Offer.

ITEM 10. ADDITIONAL INFORMATION.

(a) Except as disclosed in Items 3 and 7 above, there are no present or proposed material contracts, arrangements, understandings or relationships between the Purchaser, Tosli, NRG, NPI and Vattenfall, or to the best knowledge of the Purchaser, Tosli, NRG, NPI and Vattenfall, any of the persons listed in Schedule I of the Offer to Purchase, and the Company, or any of its executive officers, directors, controlling persons or subsidiaries.

(b)-(d) The information set forth in Section 14 "Certain Legal Matters; Regulatory Approval" of the Offer to Purchase is incorporated herein by reference.

(e) None.

(f) Reference is hereby made to the Offer to Purchase and the related Letter of Transmittal, copies of which are attached hereto as Exhibits (a)(1) and (a)(2), respectively, and which are incorporated herein in their entirety by reference.

-4-

5

ITEM 11. MATERIAL TO BE FILED AS EXHIBITS.

- (a)(1) Offer to Purchase dated August 26, 1999.
- (a)(2) Form of Letter of Transmittal.
- (a)(3) Form of Notice of Guaranteed Delivery.
- (a)(4) Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees.
- (a)(5) Form of Letter to Clients for use by Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees.
- (a)(6) Guidelines for Certification of Taxpayer Identification Number on Substitute Form W-9.

- (a) (7) Form of Notice of Offer to Purchase.
- (a) (8) Press Release issued by the Company, dated August 26, 1999.
- (b) None
- (c) (1) Employment Agreement of Roger J. Dupuis, dated October 7, 1996 (incorporated by reference to the Company's Form 10-K for the year ended December 31, 1996).
- (c) (2) Employment Agreement of Roland C. Gibson, dated October 7, 1996 (incorporated by reference to the Company's Form 10-K for the year ended December 31, 1996).
- (c) (3) Stockholders Agreement dated as of December 13, 1996, by and between NRG Energy, Inc. and Nordic Power Invest AB (incorporated by reference to the Company's Form 8-K dated December 19, 1986).
- (c) (4) Credit Agreement dated as of August 1, 1997, by and between the Company and Corporacion Andina de Fomento. (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1990).
- (c) (5) Stockholder Maintenance Agreement dated August 1, 1997, by and among NRG Energy, Inc., Nordic Power Invest AB and Corporation Andina de Fomento (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1990).
- (c) (6) Form of Pledge Agreement dated as of August 1, 1997, by and among the Company, Corporacion Andina de Fomento and United States Trust Company of New York (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1997).
- (c) (7) Form of Subsidiary Guaranty dated as of August 1, 1997, by and among the Company, Corporacion Andina de Fomento and all Restricted Subsidiaries of the Company made a party to the Agreement by execution of a Joinder to Guaranty in the form attached thereto (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1997).
- (c) (8) Form of Indenture dated as of August 1, 1997, by and between the Company and Corporacion Andina de Fomento (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1997).
- (c) (9) Development Services Agreement, dated October 9, 1998, between Cobee Development LLC and the Company (incorporated by reference to the Company's Form 10-K for the year ended December 31, 1998).
- (d) None
- (e) Not applicable.
- (f) Not applicable.

-5-

6

#### SIGNATURES

After due inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: August 26, 1999

Tosli Acquisition B.V.

By: /s/ Valorie A. Knudsen  
-----  
Valorie A. Knudsen  
Director of Tosli Investments N.V.

And By: /s/ Gunnar Vallin  
-----  
Gunnar Vallin  
Director of Tosli Investments N.V.

Tosli Investments N.V.

By: /s/ Valorie A. Knudsen  
-----  
Valorie A. Knudsen  
Director

And By: /s/ Gunnar Vallin  
-----  
Gunnar Vallin  
Director

NRG Energy, Inc.

By: /s/ Valorie A. Knudsen  
-----  
Valorie A. Knudsen  
Vice President, Corporate Strategy  
and Emerging Markets

Nordic Power Invest AB

By: /s/ Gunnar Vallin  
-----  
Gunnar Vallin  
President

Vattenfall AB

By: /s/ Gunnar Vallin  
-----  
Gunnar Vallin  
Senior Vice President

-6-

7

EXHIBIT INDEX

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-7-

8

- (c) (7) Form of Subsidiary Guaranty dated as of August 1, 1997, by and among the Company, Corporacion Andina de Fomento and all Restricted Subsidiaries of the Company made a party to the Agreement by execution of a Joinder to Guaranty in the form attached thereto (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1997).
- (c) (8) Form of Indenture dated as of August 1, 1997, by and between the Company and Corporacion Andina de Fomento (incorporated by reference to the Company's Form 10-Q for the quarter ended June 30, 1997).
- (c) (9) Development Services Agreement, dated October 9, 1998, between Cobee Development LLC and the Company (incorporated by reference to the Company's Form 10-K for the year ended December 31, 1998).
- (d) None
- (e) Not applicable.
- (f) Not applicable.



Material Terms of the Transaction  
Extracted from the Offer to Purchase  
dated August 26, 1999

Tosli Acquisition B.V., a Netherlands private limited liability company (the "Purchaser"), hereby offers to purchase all outstanding common shares, without nominal or par value (the "Shares"), of Compania Boliviana de Energia Electrica S.A. - Bolivian Power Company Limited, a Nova Scotia corporation (the "Company"), at a purchase price of U.S. \$20.00 per Share, net to the seller in cash (the "Offer Price"), upon the terms and subject to the conditions set forth in this Offer to Purchase and in the related Letter of Transmittal (which, as amended from time to time, together constitute the "Offer"). The Purchaser is a wholly-owned subsidiary of Tosli Investments N.V., a Netherlands public limited liability company ("Tosli") that is equally owned, through subsidiaries, by NRG Energy, Inc., a Delaware corporation ("NRG"), and Nordic Power Invest AB, a Swedish corporation ("NPI"), a wholly-owned subsidiary of Vattenfall AB, a Swedish corporation ("Vattenfall") that is wholly-owned by the State of Sweden. NRG is a wholly-owned subsidiary of Northern States Power Company, a Minnesota corporation ("NSP").

Upon the terms and subject to the conditions of the Offer (including, if the Offer is extended or amended, the terms and conditions of any extension or amendment), the Purchaser will accept for payment and pay for all Shares that have been validly tendered and not withdrawn as permitted by Section 4 of the Offer to Purchase. The Offer will expire at 12:00 Midnight, New York City time, on September 24, 1999 (the "Expiration Date"), unless the Purchaser, in its sole discretion, shall have extended the period of time for which the Offer is open, in which event the term "Expiration Date" shall refer to the latest time and date at which the Offer, as so extended by the Purchaser, shall expire.

Tendering stockholders of the Company (the "Stockholders" or the "Holders") who hold Shares in their own name(s) will not be charged brokerage fees or, except as set forth on Instruction 6 of the Letter of Transmittal, stock transfer taxes on the transfer and sale of Shares pursuant to the Offer. The Purchaser will pay all charges and expenses of U.S. Bank Trust National Association, which is acting as Depositary (the "Depositary"), and MacKenzie Partners, Inc., which is acting as the Information Agent (the "Information Agent"), incurred in connection with the Offer.

All valid tenders not withdrawn prior to the Expiration Date will be accepted. If at the Expiration Date it is determined that valid tenders representing at least 90% of the number of non-affiliate Shares outstanding on a fully-diluted basis have been or are likely to be received and accepted, the Purchaser in its sole discretion may extend the Offer. If 90% of such non-affiliate Shares are tendered and accepted, the Purchaser intends to extend the period of time for which the Offer is open for an additional three months, Tosli, which owns 4,030,762 Shares (96.6% of the currently outstanding shares), intends to tender all of such Shares, and in the event Tosli tenders its Shares, all Shares not tendered will be purchased pursuant to Nova Scotia law, at the Offer Price.

If, at the Expiration Date a sufficient number of valid tenders have been accepted as will reduce the number of record Holders of the Shares to less than 300, the Company intends to deregister the Shares with the United States Securities and Exchange Commission (the "Commission"), and cease filing reports and other information which the Company is currently required to file with the Commission under the requirements of the Securities Exchange Act of 1934 (the "Exchange Act").

According to information supplied by the Company ("Company Information"), as of June 30, 1999, 4,202,575 Shares were issued and outstanding, and 9,700 Shares were reserved for issuance under the stock options issued by the Company.



Subject to the applicable rules and regulations of the Commission, the Purchaser expressly reserves the right, in its sole discretion, at any time or from time to time, and regardless of whether any of the events set forth in

2

Section 13 of the Offer to Purchase shall have occurred or shall have been determined by the Purchaser to have occurred, to waive any of the conditions set forth in Section 13 of the Offer to Purchase, to increase the amount to be paid per Share and to make any other changes in the terms and conditions of the Offer.

Withdrawal Rights. Tenders of Shares made pursuant to the Offer are irrevocable; provided that Shares tendered pursuant to the Offer may be withdrawn at any time prior to the Expiration Date. Thereafter, such tenders may be withdrawn at any time after September 24, 1999, if they have not previously been accepted for payment as provided. See Section 14(d)5 or Rule 14d-f of the Exchange Act.

For a withdrawal to be effective, a written or facsimile transmission notice of withdrawal must be timely received by the Depositary at one of its addresses set forth on the back cover of this Offer to Purchase. Any such notice of withdrawal must specify the name of the person who tendered the securities to be withdrawn, the number of Shares to be withdrawn and the name of the registered Holder, if different from that of the person who tendered such Shares. If Certificates evidencing Shares to be withdrawn have been delivered or otherwise identified to the Depositary, then, prior to the physical release of such Certificates, the serial numbers of the particular Certificates evidencing the Shares to be withdrawn and a signed notice of withdrawal with signatures guaranteed by an Eligible Institution, except in the case of Shares tendered for the account of an Eligible Institution, must also be furnished to the Depositary as described above. If Shares have been tendered pursuant to the procedures for book-entry transfer as set forth in Section 3 of the Offer to Purchase, any notice of withdrawal must also specify the name and number of the account at the Book-Entry Transfer Facility to be credited with the withdrawn Shares.

Withdrawals of Shares may not be rescinded. Any Shares properly withdrawn will not be deemed to be validly tendered for purposes of the Offer. Withdrawn Shares may, however, be re-tendered for purposes of the Offer by following one of the procedures described in Section 3 above at any time prior to the Expiration Date.

All questions as to the form and validity (including time of receipt) of notices of withdrawal will be determined by the Purchaser, in its sole discretion, whose determination will be final and binding on all parties. None of the Purchaser, Tosli, NRG, NPI, Vattenfall, the Depositary, the Information Agent or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give any such notification.

Possible Purchase of Shares Not Tendered. The Companies Act of the Province of Nova Scotia, under which the Company was incorporated, provides in substance (in Section 132) that if, at the conclusion of a tender offer for all of the outstanding securities of a company (the "Transferor Company") that has been held open for tenders for a period of at least four months, tenders are received and accepted for at least 90% of the Transferor Company's outstanding shares, the party acquiring shares in the tender offer (the "Transferee Company") may, within four months after the termination of the tender offer, give notice to non-tendering holders of shares, that it desires to purchase all of such shares for the same per-share consideration paid in the tender offer. If such notice is given by the Transferee Company, unless upon application by a non-tendering shareholder within one month following such notice, a court of competent jurisdiction orders otherwise, the Transferee Company will have the

right and become bound to acquire the shares not tendered for that consideration. At the end of the one-month period (or such later date as a court to whom application has been made makes its final determination), the Transferee Company must transfer to the Transferor Company the funds necessary to purchase the shares not tendered, to be held in trust for the benefit of the holders of such shares. Upon the transfer of such funds, the Transferee Company will become the holder of record of such shares.

Case law interpretations of Section 132 indicate that when an affiliate of the tendering party owns 90% or more of the outstanding securities that are the subject of the offer, the 90% threshold cannot be met with the shares held by the affiliate. Accordingly, the Purchaser will not invoke the provisions of Section 132 unless tenders are received and accepted for 90% of the Shares held by persons not affiliated with Tosli.

-2-

3

If at the Expiration Date, it is determined that 90% of the Shares held by persons not affiliated with Tosli, are likely to be received and accepted, the Purchaser in its sole discretion may extend the Offer. If 90% of such non-affiliate Shares are tendered and accepted, (1) the Purchaser intends to extend the period of time for which the Offer is open for an additional three months, (2) Tosli intends to tender its Shares to the Purchaser, and the total Shares tendered and accepted pursuant to the Offer will exceed 99.5% of the Shares presently outstanding. If this occurs, it is the Purchaser's intention to exercise its rights under Section 132 of the Companies Act, and to purchase all Shares remaining outstanding. Holders of such Shares will be paid U.S. \$20.00 net per share, and, following the purchase procedure described above, will no longer be Stockholders of the Company. The tax and other consequences to such Holders will be the same as those for any Holder tendering Shares whose tender in response to the Offer is accepted.

The rights reserved by the Purchaser are in addition to the Purchaser's other rights described in Section 4 of the Offer to Purchase. Any extension, amendment or termination will be followed as promptly as practicable by a public announcement. In the case of an extension, Rule 14e-1(d) under the Exchange Act requires that the announcement be issued no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date in accordance with the public announcement requirements of Rule 14d-4(c) under the Exchange Act. Subject to applicable law (including Rules 14d-4(c) and 14d-6(d) under the Exchange Act, which require that any material change in the information published, sent or given to Holders be promptly disseminated in a manner reasonably designed to inform the Holders of such change), and without limiting the manner in which the Purchaser may choose to make any public announcement, the Purchaser currently intends to make announcements by issuing a release to the Dow Jones News Service. For purposes of the Offer, "business day" has the meaning set forth in Rule 14d-1 under the Exchange Act.

If the Purchaser extends the Offer, or if the Purchaser (whether before or after its acceptance for payment of Shares) is delayed in its purchase of or payment for Shares or is unable to pay for Shares pursuant to the Offer for any reason, then, without prejudice to the Purchaser's rights under the Offer, the Depositary may retain tendered Shares on behalf of the Purchaser, and such Shares may not be withdrawn except to the extent tendering Holders are entitled to withdrawal rights as described in Section 4 below.

If the Purchaser makes a material change in the terms of the Offer or the information concerning the Offer or waives a material condition of the Offer, the Purchaser will extend the Offer and, if necessary, disseminate additional tender offer materials to the extent required by Rules 14d-4(c), 14d-6(d) and 14e-1 under the Exchange Act.

The Company has provided or will provide the Purchaser with the Company's Stockholder list and security position listings for the purpose of disseminating the Offer to Holders. This Offer to Purchase and the related Letter of Transmittal and other relevant materials will be mailed to record Holders of Shares, and will be furnished to brokers, dealers, commercial banks, trust companies and similar persons whose names, or the names of whose nominees, appear on the Stockholder lists or, if applicable, who are listed as participants in a clearing agency's security position listing, for subsequent transmittal to beneficial owners of Shares.

(Financial Information Extracted From  
the Company's Form 10-K for each  
of the years ended December 31, 1998 and 1997)

CONSOLIDATED BALANCE SHEETS  
(US DOLLARS IN THOUSANDS, EXCEPT SHARE DATA)

	DECEMBER 31,	
	1998	1997
ASSETS		
Utility Plant		
In service		
Production	\$ 110,454	\$ 85,329
Transmission	12,770	10,833
Construction work in progress	55,278	54,466
General Property	6,157	5,434
	-----	-----
	184,659	156,062
Less accumulated depreciation	43,278	39,750
	-----	-----
Net utility plant	141,381	116,312
	-----	-----
Current assets		
Cash and cash equivalents	4,477	1,453
Temporary investments at fair market value (includes restricted collateral deposits of \$371 in 1998 and \$3,410 in 1997)	9,236	66,227
Accounts receivable, net	8,610	7,489
Materials and supplies	1,440	3,004
Prepaid expenses	1,707	1,003
	-----	-----
Total Current Assets	25,470	79,176
	-----	-----
Other assets	2,745	2,906
	-----	-----
Total Assets	\$ 169,596	\$ 198,394
	-----	-----
SHAREHOLDERS' EQUITY AND LIABILITIES		
Shareholders' equity		
Common shares, without par value (13,066,803 authorized, 4,202,575 issued and outstanding)	\$ 55,247	\$ 55,247
Additional capital	14,493	14,493
Unrealized loss on temporary investments	--	(14)
Earnings reinvested	11,721	6,557
	-----	-----
Total Shareholders' Equity	81,461	76,283
	-----	-----
Long-term debt	68,700	70,964
Provision for severance indemnities		
	3,838	3,649
	-----	-----
	72,538	74,613
	-----	-----
Current liabilities		
Accounts payable	7,393	6,058
Current portion of long-term debt	6,303	2,647
Dividends payable	--	34,965
Other liabilities		
Taxes on income	1,560	2,269
Other taxes	331	1,361
Other	10	198
	-----	-----
Total Current Liabilities	15,597	47,498
	-----	-----
Contingencies and commitments (Note 6)	--	--
	-----	-----
Total Shareholders' Equity and Liabilities	\$ 169,596	\$ 198,394
	=====	=====

See accompanying Notes to Consolidated Financial Statements.

F-15

2

CONSOLIDATED STATEMENTS OF INCOME  
(US DOLLARS IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATE)

	YEARS ENDED DECEMBER 31,	
	1998	1997
Operating revenue	\$ 23,739	\$ 21,676
Operating expenses		
Operations	9,759	10,136
Maintenance	2,738	1,716
Depreciation	4,210	3,306
Taxes, other than income taxes	857	783
Stock options compensation	--	--
Total operating expenses	17,564	15,941
Operating income (loss)	6,175	5,735
Sale of distribution subsidiaries	--	--
Interest capitalized	4,787	2,808
Other, principally interest income	1,807	1,733
Expenses relating to change of control of the Company	--	--
Total other income	6,594	4,541
Income before interest charges and income taxes	12,769	10,276
Interest charges	7,489	1,577
Income before taxes	5,280	8,699
Income tax	116	2,504
Net income	\$ 5,164	\$ 6,195
Average common shares outstanding	4,202,575	4,202,575
Earnings per common share	\$ 1.23	\$ 1.47

See accompanying Notes to Consolidated Financial Statements.

CONSOLIDATED STATEMENT OF CHANGES IN SHAREHOLDERS' EQUITY  
YEARS ENDED DECEMBER 31, 1998, 1997 AND 1996  
(US DOLLARS IN THOUSANDS, EXCEPT PER SHARE DATA)

	COMMON SHARES	ADDITIONAL CAPITAL	EARNINGS REINVESTED	UNREALIZED LOSS ON TEMPORARY INVESTMENTS	TOTAL SHAREHOLDERS EQUITY
BALANCE DECEMBER 31, 1995	\$ 55,237	\$ 9,805	\$ 51,267	\$ (149)	\$ 116,160
Net income for year	--	--	8,434	--	8,434
Increase in share capital	10	--	--	--	10
Dividends paid (\$0.80 per share)	--	--	(3,361)	--	(3,361)
Unrealized loss on temporary investments	--	--	--	(24)	(24)
Stock options compensation	--	4,688	--	--	4,688
BALANCE DECEMBER 31, 1996	\$ 55,247	\$ 14,493	\$ 56,340	\$ (173)	\$ 125,907
Net income for year	--	--	6,195	--	6,195
Dividends paid (\$13.32 per share)	--	--	(55,978)	--	(55,978)
Unrealized gain on temporary investments	--	--	--	159	159
BALANCE DECEMBER 31, 1997	\$ 55,247	\$ 14,493	\$ 6,557	\$ (14)	\$ 76,283
Net income for year	--	--	5,164	--	5,164
Unrealized gain on temporary investments	--	--	--	14	14
BALANCE DECEMBER 31, 1998	\$ 55,247	\$ 14,493	\$ 11,721	\$ --	\$ 81,461

See accompanying Notes to Consolidated Financial Statements

CONSOLIDATED STATEMENTS OF CASH FLOWS  
(IN US DOLLARS, IN THOUSANDS)

YEARS ENDED DECEMBER 31,  
-----

	1998	1997	1996
Cash flows from operating activities			
Net income	\$ 5,164	\$ 6,195	
Adjustments to reconcile net income to cash provided by (used in) operating activities:			
Profit on sale of subsidiaries	--	--	
Depreciation	4,210	3,306	
Provision for indemnities	586	746	
Interest capitalized	(4,787)	(2,808)	
Stock options compensation	--	--	
Other - net	106	(713)	
(Increase) in accounts receivable	(1,121)	(18)	
Decrease (Increase) in materials and supplies	1,565	975	
(Increase) Decrease in prepaid expenses	(704)	44	
Increase in accounts payable	1,335	207	
(Decrease) Increase in taxes payable	(1,740)	(1,786)	
(Decrease) Increase in other liabilities	(188)	(30)	
Indemnities paid	(398)	(223)	
Net cash provided by (used in) operating activities	4,028	5,895	
Cash flows from (used in) investing activities			
Utility plant additions	(25,181)	(38,738)	
Cash received from disposal of subsidiaries net of cash disposed and of related expenses	--	--	
Net (Increase) Decrease in temporary investments	56,990	(9,198)	
Other - net	762	1,106	
Net cash (provided by) used in investing activities	32,571	(46,830)	
Cash flows from (used in) financing activities			
Proceeds from long-term debt	13,300	61,700	
Payment of long-term debt	(11,910)	(1,323)	
Payment of dividends	(34,965)	(21,013)	
Net cash (used in) provided by financing activities	(33,575)	39,364	
Net increase (decrease) in cash and cash equivalents	3,024	(1,571)	(5,133)
Cash and cash equivalents at beginning of period	1,453	3,024	8,137
Cash and equivalents at end of period	\$ 4,477	\$ 1,453	\$ 3,024

#### SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

	1998	1997	1996
Cash paid during the period for:			
Interest (net amount capitalized)	\$ 2,702	\$ (1,231)	\$ (92)
Income tax and withholding tax on branch income	\$ 2,223	\$ 4,372	\$ 2,776

See accompanying notes to Consolidated Financial Statements.

F-18

5

#### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

DECEMBER 31, 1998, 1997 AND 1996  
(IN THOUSANDS, EXCEPT SHARE, PER SHARE DATA AND EXCHANGE RATE DATA)

1. CHANGE OF CONTROL

In December 1996, NRG Energy and Nordic Power Invest AB, together through Tosli Investments B.V., a Netherlands limited liability company, purchased 96.6% of the Company's common stock, pursuant to a cash tender offer for all the outstanding shares of the Company at \$43 per share. As a result of this transaction the Company incurred non-recurring expenses amounting to \$10,355. Of this amount, \$6,437 related to stock options compensation (see note 2g) and \$3,918 were spent in respect of legal, financial and printing costs.

2. ACCOUNTING PRINCIPLES

A. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the dates of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Management believes that the estimates used are reasonable.

B. CONSOLIDATION POLICY

The financial statements at December 31, 1997 and 1996 include the accounts of the Company's Head Office and Bolivian Branch. The consolidated financial statements at December 31, 1998 include the accounts of the Company and of Servicios Energeticos S.A., the Company's wholly-owned subsidiary.

C. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES

The consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America and are presented in U.S. Dollars, the functional currency of the Company.

D. UTILITY PLANT AND RELATED MATERIALS

Properties and related materials are stated at cost. In accordance with a resolution of the Government Regulatory Board, depreciation is provided on a straight line basis over estimated service lives for different types of facilities which range between 5 and 40 years. Charges for maintenance and repairs are expensed as incurred and costs of renewals and improvements are capitalized.

Interest expense from funds used during construction is capitalized and allocated to work in progress at rates permitted in the Bolivian Electricity Code or at actual rates paid to lenders.

E. TEMPORARY INVESTMENTS

The Company accounts for investments in securities for sale at their fair market value, reporting unrealized holding gains and losses separately in shareholders' equity. Unrealized gains of \$14 and \$159 have been

reported at December 31, 1998 and 1997, respectively, and an unrealized loss of \$24 has been reported at December 31, 1996.



F. CASH FLOWS

For purposes of the Consolidated Statements of Cash Flows, the Company considers all highly liquid investments with original maturities of three months or less to be cash equivalents.

G. EARNINGS PER COMMON SHARE

Earnings per Common Share are calculated by dividing net income by the average number of outstanding Common Shares.

H. STOCK OPTIONS ACCOUNTING

A. On May 4, 1994, the Company adopted a Stock Option Plan that provides for the issuance of stock options at not less than the fair market value of the underlying stock on the date the options were granted. Prior to the change of control of the Company on December 20, 1996, options to purchase 107,760 shares had been granted to certain officers, directors and employees (the "Optionees") of the Company, of which 25,380 were exercisable.

On December 20, 1996, pursuant to the change of control of the Company, the stock options granted to the Optionees were terminated, and the Company paid the Optionees the amount equal to the excess of the tendered price for the purchase of the Company's common stock over the exercise price for each share covered by the options. The total amount charged to income in relation to the termination of these stock options was \$1,749.

In addition, in 1996, the Company charged \$4,688 as stock options compensation to three executive officers of the Company pursuant to the termination of the agreement by which Liberty Power/Cogentrix Bolivia Inc. ("Liberty Power/Cogentrix"), which owned 719,206 shares or 17.1% of the outstanding common stock of the Company prior to the change of control of the Company, had granted to three executive officers of the Company (the "Officers") options (the "Options") to purchase an aggregate of 431,523 of the shares (the "Shares") owned by Liberty Power/Cogentrix. The Options were granted at the approximate time Liberty Power/Cogentrix acquired its 17.1% interest in the Company in November 1994.

The price per share paid by the Officers upon the termination of the Options is equal to the greater of: (i) \$25.00 per share plus 5% per year compounded annually or (ii) \$25.00 per share, plus 100% of the cumulative increase (if any) in the consolidated shareholders' equity per share of common stock of the Company determined in accordance with U.S. generally accepted accounting principles, in each case from the date the Options were granted to the date of termination.

Since the Options are considered to be variable price options, the beneficiaries of the Options were officers of the Company and as Liberty Power/Cogentrix owned more than 10% of the common stock of the Company at the date the Options were granted, under the provisions of Accounting Principles Board Opinion No. 25, Accounting for Stock Issued to Employees, the benefits received had to be recorded as compensation in the Company's Income Statement. Consequently, as the Options were terminated upon the change of control of the Company, the accounting provisions for the Options require that the excess, if any, of the tendered price of the common stock of the Company over the price of the Options must be recorded by the Company as compensation expense even though there is no actual cost to the Company. Such excess is recognized as a charge to income with a corresponding credit to Additional Capital within the

B. In 1997 the Company granted 83,500 stock options to management. During 1998, 73,800 of these options were forfeited because the beneficiaries left the Company. Consequently the total number of stock options outstanding at December 31, 1998 amounts to 9,700 shares. The pro-forma effect of accounting for the compensation cost of the outstanding stock options at December 31, 1998, in accordance with SFAS 123 under which compensation cost of stock options is determined based on the fair value of the options at the grant date, is not significant in the results of operations and in earnings per share in 1998 and 1997.

I. REPORTING COMPREHENSIVE INCOME

FAS 130, Reporting Comprehensive Income, states that all items that are required to be recognized under accounting standards as components of comprehensive income be reported in a financial statement that is displayed with the same prominence as other financial statements. At December 31, 1998, 1997 and 1996 there were no significant items to be reported as Comprehensive Income in a separate financial statement.

J. NEW ACCOUNTING PRONOUNCEMENTS

The following accounting pronouncements, which are not yet effective, FAS 133 - Accounting for Derivative Instruments and Hedging Activities -, SOP 98.1 - Accounting for the Costs of Computer Software Developed or Obtained for Internal Use - and SOP 98.5 - Reporting on the Cost of Start Up Activities - are not expected to have a significant impact on the Company.

3. SALE OF DISTRIBUTION SUBSIDIARIES

In order to comply with the Bolivian Electricity Law which was enacted in December 1994, (see note 6a), on December 15, 1995 the Company entered into a Stock Purchase Agreement (the "Agreement") with Iberdrola Inverimentos Sociedade Unipessoal L.D.A., a Portuguese company ("Iberdrola"), which is a wholly-owned subsidiary of Iberdrola S.A., a Spanish electric utility, providing for the sale to Iberdrola of three of the Company's subsidiaries (Electropaz, ELF and CADE) for an aggregate cash price of \$65,300 (the "Purchase Price"). This Purchase Price was subject to closing adjustments discussed below. The closing of the Agreement was held on January 11, 1996.

On the closing date, Iberdrola paid to the Company \$57,500 in cash and deposited \$7,800 in an escrow account pending the satisfaction of certain conditions. Of the \$7,800 deposited in escrow on the closing date, \$6,000, \$1,400 and \$400 were released to the Company in February and July 1996 and in November 1997, respectively, upon the resolution of certain outstanding issues.

In accordance with the Agreement an adjustment of \$513 subsequently was agreed to between the Company and Iberdrola, resulting in an increase in the Purchase Price from \$65,300 to \$65,813.

4. RATE OF RETURN

Pursuant to the provisions of the Bolivian Electricity Code and of the Concession (see Note 6a) granted by the Government of Bolivia in 1990 and its subsequent amendments, the Company is entitled to earn on its U.S. Dollar rate base, consisting of net fixed assets at historical cost in U.S. Dollars and working capital and materials up to certain limits, a return of 9% after all operating expenses, depreciation, taxes and

interest expense in excess of 6% on borrowings. The Electricity Code also provides for the adjustment of rates to compensate the Company for any shortfall or to recapture any excess in the Company's actual rate of return during the previous year.

The generation rates granted to the Company by the Superintendency of Electricity in February 1996 subsequent to the divestiture of the Company's distribution activities - enabled the Company to earn a 9.15% return in 1996. Based on a further rate increase granted to the Company in February 1997, the Company's return in such year was 9.5%.

On October 31, 1997 the Company presented to the Superintendency of Electricity a rate case study requesting rate increases of 20.9% in 1998 and 20.7% in 1999, with no increases required in 2000 and 2001. On August 28, 1998, the Superintendency of Electricity issued a Resolution granting the Company rate increases of 14.3%, 12.3% and 15.4% as from September 1, 1998, May 1, 1999 and November 1, 1999, respectively. The Company is not in agreement with certain issues taken into account by the Superintendency of Electricity in the determination of these rate increases, as the increases granted do not enable the Company to obtain, both in 1998 and 1999, the 9% rate of return to which it is entitled. The Company therefore filed a petition with the Superintendency of Electricity requesting a review of certain aspects of the determination of the above-mentioned rates.

As the Company's return in the year 1998 was 6.3% on January 14, 1999 a further rate case study was filed by the Company with the Superintendency of Electricity, in which the Company requests a 23% rate increase as from January 1, 1999, over and above the increases already granted and which are described in the previous paragraph. By letter dated February 24, 1999, the Superintendency of Electricity indicated that a review of the Company's rate case study will be conducted as from mid - March 1999. The Company cannot predict the final outcome of this matter.

The amount of the shortfall in revenue required to obtain the 9% rate of return is approximately \$2,400. The Company has not recognized this amount in the 1998 financial statements.

Pursuant to an agreement between the Company and the Government Regulatory Board dated May 4, 1990, the Company agreed to waive \$40,788 of a total of \$53,788 of accumulated deficits in rates of return for the period 1968 through December 31, 1989. The balance of \$13,000 of such deficit will also be waived by the Company in the event of a favorable outcome for the Company of the legal proceeding mentioned in note 6b. In the event of an adverse ruling the Company believes that any obligation arising therefrom will be offset against such amount. Should the compensation be disallowed by the Courts, the payment of this obligation may be recoverable through rates to consumers.

## 5. INCOME TAXES

The Company is subject to a 25% income tax and must withhold 12.5% on profits credited to the Head Office. The Company is also permitted to recover these taxes through rates it charges to its consumers.

The effective tax rate of 2.2% in 1998, 28.8% in 1997 and 29.3% in 1996 differs from the above-mentioned tax rates because the Company had income and expenses outside Bolivia which are not subject to or deductible against Bolivia tax, the Company had recovery of income tax as a credit against revenue tax and because in 1998, as permitted by Bolivian tax legislation, the Company's Bolivian Branch profits will be allocated for reinvestment and consequently the 12.5% withholding tax does not apply. At December 31, 1998, 1997

and 1996 there were no significant tax timing differences which should be deferred in accordance with the Statement of Financial Accounting Standards No. 109, accounting for Income Taxes.

#### 6. CONTINGENCIES AND COMMITMENTS

a. The Company operates under a 40 year concession (the "Concession") from the Government of Bolivia to generate electricity as a public utility. The term of the Concession commenced on October 1, 1990, and expires on September 30, 2030.

Amendments to the Concession were introduced on December 30, 1994 and March 17, 1995 by Supreme Resolutions of the Bolivian Government in order to conform to the new Electricity Law enacted by the Bolivian Congress on December 21, 1994. The new Electricity Law requires the separation of the generation, transmission and distribution activities of the electric industry and requires entities which control more than one such activity, including the Company, to divest themselves of control of the other activities.

In order to comply with the new Electricity Law the Company formed a new subsidiary, Electropaz, which held the Company's La Paz Division distribution assets and which was divested, together with two other Company subsidiaries, ELF and CADE, on January 11, 1996 (see Note 3).

On February 2, 1995 a 40 year distribution concession (the "Distribution Concession") for the cities of La Paz and El Alto and surrounding areas was granted to the Company by a Supreme Resolution of the Bolivian Government. Pursuant to the provisions of the Distribution Concession, the Company transferred the Distribution Concession to Electropaz in December 1995.

The Company has entered into a Supply Contract with Electropaz which provides that the Company shall sell to Electropaz, and Electropaz shall purchase from the Company, all of the electricity that the Company can supply, up to the maximum amount of the electricity required by Electropaz to supply the requirements of its concession area. The Electricity Supply Contract expires in December 2008.

The Company also sells power on a wholesale basis to its former subsidiary, ELF, which distributes electricity to the city of Oruro. On January 10, 1996, the Government Regulatory Board granted ELF a 40-year concession for distribution in the City of Oruro. On February 26, 1996 and Company and ELF entered into a long-term Electricity Supply Contract on substantially similar terms as the Electricity Supply Contract between the Company and Electropaz.

b. In January, 1987, claimants purporting to represent a class comprised of the Company's rate payers commenced a legal action against the Company alleging that the Company had included unauthorized rate increases in its bills to rate payers. In February, 1987, the Superior Court of Justice of the District of La Paz ("Superior Court") ruled that the action was unfounded.

On appeal, the Supreme Court reversed the lower court ruling and the case was referred to the Government Regulatory Board to establish the amounts by which such claimants were overcharged, if any. The Government Regulatory Board ascertained that the claimants were not registered as customers of the Company, and so informed the court.

The claimants insisted that this is a class action case on behalf of all consumers, and that it be resubmitted to the Government Regulatory

Board. Upon resubmission by the claimants, the Government Regulatory Board certified that under the terms of the Bolivian Electricity Code no overcharges had taken place. This certification was again rejected by the claimants. On September 26, 1989, the Superior Court ruled that since the Supreme Court decision did not establish the amount of the claim, the amount must now be determined by the courts through the regular channels of Ordinary Proceedings. On July 27, 1996 a Bolivian court ruled that the claimants had abandoned their claim due to their failure to pursue action within the statutorily prescribed period. The claimants appealed this ruling on May 30, 1997 and on March 7, 1998 the Superior Court upheld the claimants appeal. The action has now returned to the Courts who must rule on an uncertainty regarding the good standing of the claimants legal representation, prior to any other further ruling.

The Company is unable to predict the ultimate resolution of this matter, but in the event of an adverse ruling, an unwaived balance of \$13,000 of accumulated deficits in rates of return at December 31, 1989, may be used to offset any obligation arising therefrom, or the payment of any obligation may be recoverable through rates to customers (See Note 4).

c. On August 10, 1998 a challenge to the Company's concession was filed under administrative process by Eduardo Belmonte, a private citizen of Bolivia, before the Superintendency of Electricity. The Company's concession is being challenged for alleged non-compliance, primarily in relation to timing for submission of a reasonable execution plan for the Miguillas project to the Superintendency of Electricity and the timing of the conversion process of the Company's concession into a license, as required by the Electricity Law. The challenge is seeking the termination of the Company's concession.

The Company believes that this action is without merit as the Company has fulfilled its obligations with respect to the submission of an execution plan for the Miguillas project to the Superintendency of Electricity and has taken appropriate actions on a timely basis to convert the Company's concession into a license.

On November 13, 1998 the Superintendency of Electricity ruled that this action was unfounded. Upon appeal, the Superintendency of Electricity again confirmed its original decision on December 21, 1998. The claimant thereafter appealed to the General Sectorial Superintendency. On March 1, 1999 this Superintendency confirmed the previous rulings of the Superintendency of Electricity.

On November 13, 1998 the Superintendency of Electricity ruled that this action was unfounded. Upon appeal, the Superintendency of Electricity again confirmed its original decision on December 21, 1998. The claimant thereafter appealed to the General Sectorial Superintendency. On March 1, 1999 this Superintendency confirmed the previous rulings of the Superintendency of Electricity.

The claimant can appeal the administrative decisions of both Superintendencies on questions of law to the Bolivian Supreme Court within ninety days after the General Sectorial Superintendency's ruling. While the Company believes that such an appeal would be without merit, the Company cannot predict the final outcome of this matter. An adverse outcome could have a material adverse effect on the Company's financial condition.

d. Under the terms of its Concession, the Company is obligated to expand its hydroelectric generation capacity serving La Paz. This expansion, which the Company refers to as the "Zongo Project", consists of adding new generation facilities and modernizing existing facilities located in the Zongo Valley and constructing transmission lines to transmit the increased generation capacity at a total estimated cost of \$115,000 (\$100,000 for generation and \$15,000 for transmission). Construction of the Zongo Project was commenced in 1995 and is scheduled to be completed in mid-1999. The Company estimates that it will be required to spend approximately \$10,000 to complete the Zongo Project (approximately \$6,000 for generation facilities and \$4,000 for transmission facilities), which will add approximately 65 MW to the Company's generation capacity. Under the Concession, the Company also was obligated to expand its La

Paz distribution facilities, and during 1995 the Company expended approximately \$4,825 for this purpose. Since the Company has divested itself of all of its distribution assets in early 1996, the Company is no

F-24

11

longer required to expend funds for the expansion of its former distribution systems. In addition to the funds it has budgeted for the Zongo Project, it is anticipated that the Company will spend approximately \$7,000 in the next two years on its regular capital expenditure program. The Company has funded the Zongo Project and its regular capital expenditure program with borrowings from financial institutions or possible equity financings, equipment financing, the proceeds from the sale its distribution subsidiaries and from internal cash generation. During 1998, 1997 and 1996, the Company expended \$28,430, \$39,015 and \$25,522, respectively, on the Zongo Project. The total expenditures on the Zongo Project through December 31, 1998 were \$105,000.

e. At December 31, 1998, the Company had entered into purchase commitments with suppliers amounting to approximately \$1,482, for which the Company has restricted collateral deposits amounting to \$371.

#### 7. LONG TERM DEBT

a. To finance the Company's El Alto generating facility, the Company entered into a seven-year loan agreement with BHN Multibanco, a Bolivian bank, and BHN Multibanco subsequently sold all of this loan to Corporacion Andina de Fomento ("CAF"). This loan bears interest at the rate of LIBOR (six months) plus 5 1/4%, payable semi-annually, with principal to be paid in ten equal semi-annual installments commencing September 1, 1997. At December 31, 1997 the Company had obligations under this loan of \$11,911 (\$2,647 current portion and \$9,264 non-current portion). During 1998, the Company paid two principal installments amounting to \$2,647 and in November 1998 prepaid the total outstanding principal amount of the loan.

b. On August 13, 1997 the Company entered into a Credit Agreement with CAF pursuant to which the Company may borrow from CAF up to an aggregate principal amount of \$75,000 (the "loan") for the financing of the Zongo Project. At December 31, 1998 the Company had obligations under this loan of \$75,000.

The loan bears an interest rate of LIBOR (six months) plus 4.50% on its A portion (40% of the principal amount) and LIBOR (six months) plus 4% on its B portion (60% of the principal amount). The loan is payable in variable semi-annual installments commencing on January 31, 1999.

Under the Credit Agreement, the Company is now prohibited from declaring or paying any dividend or making any distribution on its share capital or purchasing, redeeming or otherwise acquiring any shares of capital stock of the Company or any option over the same, unless (i) immediately prior to declaring and paying such dividend or distribution the Company is in compliance with all material obligations under the loan documents, (ii) after making such payment or distribution, the Company is in compliance with certain financial ratios described below, (iii) the Debt Service Coverage Ratio (as defined in the CAF Agreement) for the four fiscal quarters most recently ended is not less than 1.25/1 and (iv) a default or event of default has not occurred and is not continuing, provided that the Company may, at any time that no default or event of default has occurred and is continuing, declare or pay dividends to the extent of the Unrestricted Dividend Balance (as defined in the CAF Agreement).

The Credit Agreement also requires the Company to maintain certain financial ratios. The loan is collateralized by a mortgage on substantially all of the Company's assets.

12

c. The payment schedule of the above-mentioned loan is as follows:

1999	\$ 6,300
2000	7,650
2001	9,450
2002	9,450
2003	10,350
after 2003	31,800
	-----
	\$75,000
	=====

#### 8. RELATED PARTY TRANSACTIONS

On October 27, 1994, the Company entered into a Management Agreement (the "Management Agreement") with its then principal shareholder, Liberty Power/Cogentrix. Pursuant to the Management Agreement, Liberty Power/Cogentrix performed certain general, administrative and overhead functions for the Company. The Management Agreement provides the Company will pay Liberty Power/Cogentrix \$320 per year, subsequently adjusted, effective January 1, 1996, to \$329 per year, and reimburse up to an aggregate amount of \$100 for travel expenses to be incurred by certain officers of the Company. The Management Agreement expired on December 20, 1996, but was extended to February 14, 1997.

#### 9. FOREIGN CURRENCY REQUIREMENTS

There are currently no exchange controls in Bolivia and, while this situation continues, the Company sees no difficulty in meeting its foreign currency requirements.

#### 10. BOLIVIAN ECONOMIC SITUATION

During 1998, inflation, measured by the official price index, decreased from 6.7% in 1997 to 4.4% in 1998. The Boliviano exchange rate changed from Bs 5.37 = US\$ 1 at December 31, 1997 to Bs 5.65 = US\$ 1 at December 31, 1998.

#### 11. QUARTERLY PERFORMANCE (UNAUDITED)

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	YEAR
	-----	-----	-----	-----	-----
1998					
Operating Revenue	\$ 6,257	\$ 5,740	\$ 5,092	\$ 6,650	\$ 23,739
Operating Income	2,434	1,659	688	1,394	6,175
Net Income	1,638	1,020	332	2,174	5,164
Earnings Per Common Share	0.39	0.24	0.07	0.53	1.23
Dividends Per Common Share	--	--	--	--	--
1997					
Operating Revenue	\$ 5,703	\$ 5,473	\$ 4,674	\$ 5,826	\$ 21,676
Operating Income	1,863	1,300	1,002	1,570	5,735
Net Income	1,961	1,672	1,265	1,297	6,195
Earnings Per Common Share	0.47	0.38	0.30	0.32	1.47
Dividends Per Common Share	5.00	--	--	8.32	13.32





(Financial Information Extracted From  
the Company's Form 10-Q for  
the Quarter Ended June 30, 1999)

PART I. FINANCIAL INFORMATION

Item 1. FINANCIAL STATEMENTS

BALANCE SHEETS

June 30, 1999 and December 31, 1998  
(in U.S. Dollars)  
(amounts in thousands, except share data)  
(Unaudited)

	JUNE 30, 1999	DECEMBER 31, 1998
	-----	-----
A S S E T S		
Utility Plant		
In service		
Production	\$157,358	\$110,454
Transmission	25,547	12,770
Construction work in progress	5,662	55,278
General Property	6,166	6,157
	-----	-----
	194,733	184,659
Less accumulated depreciation	45,664	43,278
	-----	-----
Net utility plant	149,069	141,381
	-----	-----
Current assets		
Cash and cash equivalents	1,675	4,477
Temporary investments at fair market value (includes restricted collateral deposits of \$300 in 1999 and \$1,591 in 1998)	6,345	9,236
Accounts receivable, net	7,756	8,610
Materials and supplies	1,742	1,440
Prepaid expenses	2,155	1,707
	-----	-----
Total Current Assets	19,673	25,470
	-----	-----
Other assets	2,875	2,745
	-----	-----
	\$171,617	\$169,596
	=====	=====

SHAREHOLDERS' EQUITY AND LIABILITIES

Shareholders' equity		
Common shares, without par value (13,066,803 authorized, 4,202,575 issued and outstanding)	\$ 55,247	\$ 55,247
Additional capital	14,493	14,493
Earnings reinvested	16,423	11,721
	-----	-----
Total Shareholders' Equity	86,163	81,461
	-----	-----
Provision		

for severance indemnities	3,192	3,838
Long-term debt	64,875	68,700
	-----	-----
	68,067	72,538
	-----	-----
Current liabilities		
Accounts payable	7,052	7,393
Current portion of long term-debt	7,650	6,303
Taxes on income	1,677	1,560
Other taxes	998	331
Other	10	10
	-----	-----
Total Current Liabilities	17,387	15,597
	-----	-----
Contingencies and commitments	-	-
	-----	-----
Total Shareholders' Equity and Liabilities	\$171,617	\$169,596
	=====	=====

See accompanying notes to interim consolidated financial statements

-2-

3

#### CONSOLIDATED STATEMENTS OF INCOME

THREE MONTHS AND SIX MONTHS ENDED JUNE 30, 1999 AND 1998  
(IN U.S. DOLLARS)  
(AMOUNTS IN THOUSANDS, EXCEPT SHARE AND PER SHARE DATE)  
(UNAUDITED)

	THREE MONTHS ENDED JUNE 30		SIX MONTHS ENDED JUNE 30	
	1999	1998	1999	1998
	----	----	----	----
Operating revenues	\$ 7,713	\$ 5,740	\$15,705	\$11,997
Operating expenses				
Operations	2,280	2,270	4,473	4,500
Maintenance	388	555	794	974
Depreciation	1,438	1,046	2,466	2,002
Taxes	277	210	550	428
	-----	-----	-----	-----
Total Operating Expenses	4,383	4,081	8,283	7,904
	-----	-----	-----	-----
Operating Income	3,330	1,659	7,422	4,093
	-----	-----	-----	-----
Other Income				
Interest capitalized	873	1,079	2,234	2,340
Other principally				

interest income	220	468	270	853
	-----	-----	-----	-----
Total other income	1,093	1,547	2,504	3,193
Income before interest and tax	4,423	3,206	9,926	7,286
Interest charges	1,705	1,894	3,443	3,796
	-----	-----	-----	-----
Income before taxes	2,718	1,312	6,483	3,490
Tax provision	720	292	1,781	832
	-----	-----	-----	-----
Net income	\$1,998	\$ 1,020	\$ 4,702	\$ 2,658
Average common shares outstanding	4,202,575	4,202,575	4,202,575	4,202,575
	=====	=====	=====	=====
Earnings per common share	\$ .48	\$ .24	\$ 1.12	\$ .63
	=====	=====	=====	=====
Dividends per common share	-	-	-	-
	=====	=====	=====	=====

See accompanying notes to interim consolidated financial statements

-3-

4

CONSOLIDATED STATEMENTS OF CASH FLOWS  
 Nine Months Ended June 30, 1999 and 1998  
 (in U.S. Dollars)  
 (amounts in thousands)  
 (Unaudited)

SIX MONTHS ENDED

	JUNE 30, 1999	JUNE 30, 1998
	-----	-----
Cash flows from (used in) operating activities		
Net income	\$4,702	\$2,658
Adjustment to reconcile net income to cash provided by (used in) operating activities		
Depreciation	2,466	2,002
Provisions for indemnities	149	243
Interest capitalized	(2,234)	(2,340)
Other (Net)	(130)	(374)
Decrease (Increase) in amounts receivable	854	(942)
(Increase) Decrease in materials and supplies	(302)	1,082
(Increase) in prepaid expenses	(448)	(222)
(Decrease) Increase in accounts payable	(341)	1,234
Increase (Decrease) in taxes payable	784	(1,976)
(Decrease) in other liabilities	-	(17)
Indemnities paid	(795)	(262)
	-----	-----
Net cash provided by operating activities	4,705	1,086
	-----	-----
Cash flows from (used in) investing activities		
Utility plant additions	(7,898)	(14,196)

Net Decrease in temporary investments	2,892	49,522
Other - net	(23)	176
	-----	-----
Net cash (used in) provided by investing activities	(5,029)	35,502
	-----	-----
Cash flows from (used in) financing activities		
Payment of long term debt	(2,478)	(1,323)
Payment of dividends	-	(34,965)
	-----	-----
Net cash (used in) financing activities	(2,478)	(36,288)
	-----	-----

-4-

5

Net (Decrease) Increase in cash and cash equivalents	(2,802)	300
Cash and cash equivalents at beginning of period	4,477	1,453
	=====	=====
Cash and cash equivalents at end of period	\$ 1,675	\$ 1,753
	=====	=====
Supplemental Disclosures of Cash Flow Information		
Cash paid during the period for:		
Interest (net of amount capitalized)	\$ 1,219	\$ 1,456
Income tax	\$ 1,533	\$ 2,223

-5-