

NV GREENENERGY RIDER AGREEMENT

This NV GreenEnergy Rider Agreement (the “Agreement”) governs in its entirety the terms and conditions of the Customer’s participation in the NV GreenEnergy Rider program offered by Nevada Power Company d/b/a NV Energy (“NV Energy”) [Sierra Pacific Power Company d/b/a NV Energy (“NV Energy”)]. This Agreement is comprised of the below terms and conditions and will take effect on July 1 after execution of the Agreement (the “Effective Date”).

1. Scope of NV GreenEnergy Rider Program. The NV GreenEnergy Ride program (the “Program”) is a voluntary program made available by NV Energy to its customers for the purpose of allowing Customer to contract for portfolio energy credits (“PCs”) for 50 percent or 100 percent of its monthly electric energy consumption to be provided by existing renewable resources under contract with NV Energy.

2. Program Terms and Conditions.

a. For the Term of the Agreement (as defined below) the Customer agrees to pay on its monthly bill \$[] per kPC retired on Customer’s behalf in addition to its otherwise applicable rates.

b. NV Energy will first retire PCs in compliance with Nevada’s Renewable Portfolio Standard and agrees to then retire PCs on behalf of Customer for 50 percent [100 percent] of customer’s monthly electric energy consumption, not to exceed [] kPCs or MWh per year.

c. NV Energy retains all energy and capacity from the renewable energy resources under contract with NV Energy.

d. For the Term, Customer shall receive and maintain bundled electric service from NV Energy under the tariff applicable to the Customer pursuant to the terms of such tariff.

e. Notwithstanding anything to the contrary in this Agreement, Customer is not receiving electric service from the renewable energy resources under this Agreement or otherwise.

f. This Agreement is entered into pursuant to the NV GreenEnergy Rider Tariff and all terms and conditions of the NV GreenEnergy Rider Tariff are incorporated into this Agreement by this reference to the extent such terms and conditions are consistent with this Agreement. It is the intent of Customer and NV Energy that this Agreement is consistent with the terms and conditions of the NV GreenEnergy Rider Tariff.

3. Term and Termination. [Residential Customer - This Agreement shall be effective commencing on the Effective Date and shall continue in effect in perpetuity until Customer terminates the Agreement (the “Term”). To terminate the Agreement, Customer must affirmatively notify NV Energy of its desire for this Agreement to be terminated, and NV Energy will terminate the Agreement within ninety (90) days of such notification. NV Energy also may terminate the Agreement if Customer’s account is discontinued.] [Non-Residential Customer - This Agreement shall be effective commencing on the Effective Date and continue for twelve (12) months (or a different term up to five years) (the “Term”). The Customer shall provide notice to NV Energy within ninety (90) days prior to the expiration of the Term if the Agreement shall be renewed for an additional twelve (12) months (or other negotiated term). If Customer does not provide timely notice to NV Energy to renew the Agreement, then the Agreement will automatically terminate at the end of the Term.]

4. Limitation of Liability. Notwithstanding anything to the contrary contained in this Agreement, neither party shall be liable to the other party or a third party for any consequential, indirect, exemplary, expectation or incidental damages, including but not limited to damages based on lost revenues or profits. This Section shall survive the expiration or earlier termination of, or any default or excuse of performance under, this Agreement.

5. Indemnity. Customer agrees to defend, indemnify and hold harmless NV Energy, its parents and affiliates together with their respective employees, agents, directors, officers and shareholders, from and against any and all liabilities, claims, damages and expenses (including reasonable attorney's fees and costs) arising out of Customer's participation in the Program.

6. Force Majeure. NV Energy will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service under this Agreement, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence including, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics/pandemics, equipment failures, communication line failures, power failures, etc.

7. Waiver. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

8. Severability and Choice of Law. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect. This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the State of Nevada. Any disputes resulting in litigation between the Parties shall be instituted and conducted exclusively in the state or federal courts located in Clark County, Nevada [Washoe County, Nevada] and Customer irrevocably submits itself to the personal jurisdiction of and waives any objection to the laying of venue based on the grounds of forum non conveniens in such courts for such purpose.

9. Assignment and Binding Effect.

a. Except as may be otherwise provided herein or except where NV Energy is legally required to make an assignment to a third party, neither Customer nor NV Energy shall assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other party, and any attempted assignment of this Agreement without such consent shall be null and void.

b. NV Energy may, without the consent of Customer, assign this Agreement or assign or delegate its rights and obligations under this Agreement, in whole or in part, if such assignment or delegation is made to: (a) Nevada Power Company [Sierra Pacific Power Company]; (b) any successor

to NV Energy, provided that such successor is a public utility holding a certificate of public convenience and necessity granted by the Public Utilities Commission of Nevada pursuant to NRS Chapter 704, where such assignment does not occur by operation of law; (c) a person (other than a natural person) providing retail electric service in Nevada; (d) a wholesale electric provider operating in Nevada; or (e) a person (other than a natural person) as otherwise required by law.

10. Headings. The headings used throughout this Agreement are for ease of reference only and are not to be construed or taken into account in interpreting the terms and provisions of any portion of the Agreement.

11. Entire Agreement. This Agreement sets forth the entire agreement and understanding between NV Energy and Customer regarding NV Energy's provision of and Customer's participation in the Program, and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter. This Agreement may not be modified or amended except by a writing signed by the party against whom the same is sought to be enforced.

[Customer]

By:_____

Name:_____

Title:_____

Date:_____