

**NV GREENENERGY RIDER
RENEWABLE ENERGY
AGREEMENT
BETWEEN**

**SIERRA PACIFIC POWER COMPANY [NEVADA POWER COMPANY] d/b/a NV ENERGY
NV Energy**

AND

[]
Customer

___, 20__

This **NV GREENENERGY RIDER RENEWABLE ENERGY AGREEMENT** (the “Agreement”) dated as of June __, 2018 (the “Effective Date”), is made by and between SIERRA PACIFIC POWER COMPANY [NEVADA POWER COMPANY], a Nevada corporation doing business as NV Energy (“NV Energy”) and [], a [] corporation (“Customer”). NV Energy and Customer are also each referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, NV Energy is an electric service provider, as defined in NRS Chapter 704;

WHEREAS, Customer is currently taking retail electric service from NV Energy under the applicable tariff rate for its various commercial facilities;

WHEREAS, Customer desires to operate its commercial facilities in an environmentally friendly manner, including with respect to electricity usage;

WHEREAS, the Parties desire to enable Customer to achieve its environmental objectives without any burden to other customers of NV Energy;

WHEREAS, Customer has requested electric service tariff Schedule No. NGR – Schedule NV GreenEnergy Rider (the “NV GreenEnergy Rider Tariff”), which allows NV Energy to enter into renewable energy agreements with Customer;

WHEREAS, Customer has, and will maintain, one or more retail accounts with NV Energy;

WHEREAS, consistent with the terms of the NV GreenEnergy Rider Tariff, on __, 201[], NV Energy and [], entered into that certain Long-Term Renewable Power Purchase Agreement (“Power Purchase Agreement”) whereby NV Energy purchases the energy, capacity, Portfolio Energy Credits and other renewable energy attributes from the photovoltaic solar electric generating facility under development in [] County, Nevada, (“Generating Facility”); and

WHEREAS, it is the intent of the Parties that this Agreement serve as the agreement between the Parties under the NV GreenEnergy Rider Tariff to facilitate Customer contracting for the Portfolio Energy Credits associated with the Generating Facility for the term of the Power Purchase Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

AGREEMENT

1. **DEFINITIONS.** As used in this Agreement, defined terms shall have the meaning set forth in this Agreement or as set forth in this Section 1.

1.1 “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity.

1.2 **“Affiliate”** means, with respect to NV Energy, Berkshire Hathaway Energy Company and its direct and indirect wholly-owned subsidiaries and, with respect to Customer, any other Person who, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person.

1.3 **“Business Day”** means any day, other than a Saturday, Sunday or legal holiday, on which commercial banks in Washoe County, Nevada, are generally open for the transaction of business.

1.4 **“Commercial Operation Date”** has the meaning set forth in the Power Purchase Agreement.

1.5 **“Confidential Information”** means any business, commercial or technology-related information of the disclosing Party (**“Discloser”**), including without limitation, information about the Discloser’s products or processes, any technical, financial, economic or commercial information and/or data, customer lists (potential or actual), other customer-related information, supplier-related information, market intelligence and marketing and other strategies whether or not the same relate to this Agreement. Confidential Information includes technical data, graphs, formulae, drawings, specifications, forms, manuals, software, data, trade secrets, documents, or business plans no matter the form (including verbal, handwritten, typewritten, printed, recorded, graphic or computer-generated) and:

1.5.1 includes information Discloser identified to the receiving Party (**“Recipient”**) in writing as being confidential upon or prior to disclosure or, in the case of information disclosed by oral communication or visual observation, within ten (10) Business Days after disclosure;

1.5.2 includes any Confidential Information, material or matter, trade secrets, product pricing or business strategies relating or pertaining to the business of the other Party that such Party learns of pursuant to this Agreement; but

1.5.3 excludes any information that: (a) at the time of disclosure is, or later becomes, publicly available other than due to the breach by Recipient of its obligations under Section 10.16, (b) was known to Recipient prior to its disclosure by Discloser, (c) is received by Recipient from a third party that, so far as the Recipient is aware, may disclose such information without breach of any duty of confidentiality, or (d) Recipient can demonstrate that it has been independently developed by Recipient without any use of Discloser’s Confidential Information.

1.6 **“Contract Year”** means each year during the Term beginning on January 1 and ending on December 31 of the calendar year following the Commercial Operation Date.

1.7 **“Dedicated Amount”** shall mean [] kWhs per Contract Year.¹

1.8 **“Event of Default”** has the meaning set forth in Section 8.1.

1.9 **“Effective Date”** has the meaning set forth in the introductory paragraph hereto.

¹ For use when a portion of the output of a generating station will be used.

1.10 **“Generating Facility”** has the meaning set forth in the above recitals.

1.11 **“Governmental Entity”** means any federal, state, or local government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

1.12 **“kWh”** means kilowatt-hour.

1.13 **“Minimum Credit Rating”** means the credit rating of a Person which meets at least two (2) of the following, unless a Person is only rated by two credit agencies then Credit Rating means that the Credit Rating of that Person meets at least one (1) of the two (2): (i) “Baa3” or higher by Moody’s Investor Services, Inc., (ii) “BBB-” or higher by Standard and Poor’s Ratings Group, a division of McGraw Hill, Inc., and any successor., or (iii) “BBB-” or higher by Fitch Ratings Ltd.

1.14 **“NRS”** means the Nevada Revised Statutes, as amended.

1.15 **“NAC”** means the Nevada Administrative Code, as amended.

1.16 **“NV GreenEnergy Rider Tariff”** has the meaning set forth in the recitals hereto.

1.17 **“PC”** or **“Portfolio Energy Credit”** means a unit of credit which equals one kilowatt-hour of electricity generated, acquired or saved (or deemed so), all as calculated by the PUCN Regulatory Operations Staff and certified by the PC Administrator pursuant to the Renewable Energy Law (or by a successor Governmental Entity pursuant to a successor law if the Renewable Energy Law is replaced, superseded or preempted by another law or regulatory regime tasked with enforcement of renewable energy quotas by utility providers in Nevada), and certified by WREGIS.

1.18 **“PC Administrator”** means the Person appointed by the PUCN to administer the system of Portfolio Energy Credits established pursuant to the Renewable Energy Law or a successor law if the Renewable Energy Law is replaced, superseded or preempted by another law or regulatory regime tasked with enforcement of renewable energy quotas by users or utility providers in Nevada.

1.19 **“Person”** means an individual, corporation, partnership, limited liability company, trust, business trust, association, joint stock company, joint venture, sole proprietorship, unincorporated organization, Governmental Entity, or other entity.

1.20 **“PUCN”** means the Public Utilities Commission of Nevada and any successor entity thereto.

1.21 **“Renewable Energy Law”** means an act of the Nevada Legislature relating to energy, or law that affects Customer’s renewable energy consumption or that requires certain electric service providers to comply with the portfolio standard for renewable energy, and providing for other matters relating thereto, codified as NRS 704.7801 through 704.7828, inclusive, and NAC 704.8831 through 704.8937, inclusive, and the rules and regulations of WREGIS, and the regulations, guidance and other requirements promulgated thereunder, in each case as such laws, regulations, guidance and requirements may be amended, preempted or superseded.

1.22 “**Renewable Resource Rate**” means the fixed rate, in dollars per kWh, set forth in Exhibit A attached hereto.

1.23 “**RPS**” means the State of Nevada’s Renewable Portfolio Standard.

1.24 “**Supply Amount**” has the meaning as defined in the Power Purchase Agreement.

1.25 “**Tax**” or “**Taxes**” means the applicable federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property (including assessments, fees or other charges based on the use or ownership of real property), personal property, transactional, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated tax, or other tax of any kind whatsoever, or any liability for unclaimed property or escheatment under common law principles, including any interest, penalty or addition thereto, whether disputed or not, including any item for which liability arises as a transferee or successor-in-interest.

1.26 “**Term**” has the meaning set forth in Section 2.1.

1.27 “**Threshold Amount**” has the meaning set forth in Section 3.1(c).

1.28 “**WREGIS**” means the Western Renewable Energy Generation Information System, or a successor organization or system.

2. **TERM AND TERMINATION.**

2.1 Term. The term of this Agreement commences on the Effective Date, and will expire on the earlier of the date that the Power Purchase Agreement expires or terminates or ___ years after the Effective Date (the “Term”). NV Energy may extend the term of the Power Purchase Agreement without the consent of Customer, though such extension will not extend the Term without the consent of Customer.

3. **ENERGY SUPPLY.**

3.1 Sale of Portfolio Energy Credits.

- (a) Commencing within ninety (90) days of the later of: (a) the date this Agreement and the Power Purchase Agreement are approved by the PUCN, and (b) the Commercial Operation Date of the Generating Facility (the “COD”), NV Energy shall transfer to Customer and upload to Customer’s designated WREGIS account all Portfolio Energy Credits realized from the energy output of the Generating Facility up to the Dedicated Amount and to which NV Energy is entitled under the Power Purchase Agreement. Customer shall pay the Renewable Resource Rate for each kWh of energy generated by, and associated with, the Generating Facility and uploaded by NV Energy to WREGIS on Customer’s behalf. NV Energy’s obligation to deliver Portfolio Energy Credits is contingent upon the receipt of Portfolio Energy Credits from the Generating Facility. NV Energy is not required to supply, provide or sell replacement Portfolio Energy Credits to Customer if Portfolio Energy Credits are not available from the Generating Facility for any reason.

- (b) No later than ninety (90) days following the COD, NV Energy shall upload to Customer's designated WREGIS account the PCs received from the Generating Facility prior to the COD and to which NV Energy is entitled under the Power Purchase Agreement.

3.2 Customer Acknowledgements. Customer acknowledges and agrees that:

3.2.1 For the Term of this Agreement, Customer shall purchase from NV Energy, under the NV GreenEnergy Rider Tariff and pursuant to the terms of this Agreement [the Dedicated Amount]² [all available PCs and delivered to NV Energy associated with the Generating Facility]³ as determined by the production information uploaded by NV Energy to Customer's designated WREGIS account;

3.2.2 NV Energy retains all energy and capacity from the Generating Facility;

3.2.3 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;

3.2.4 Notwithstanding anything to the contrary in this Agreement, Customer is not receiving electric service from the Generating Facility under the Power Purchase Agreement, under this Agreement or otherwise; and

3.2.5 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 the Parties that this Agreement is consistent with the terms and conditions of the NV GreenEnergy Rider Tariff.

4. **PORTFOLIO ENERGY CREDITS.**

4.1 Price. For the entirety of the Term, for the PCs purchased by Customer, [up to the dedicated amount]⁴ Customer shall pay the Renewable Resource Rate, as set forth in Exhibit A, for each kWh of energy output generated by the Generating Facility as determined by the production information uploaded by NV Energy to Customer's designated WREGIS account. Customer is obligated to purchase the PCs under this agreement regardless of the size of its electric load.

4.2 Certification of Portfolio Energy Credits. NV Energy will take such commercially reasonable actions as may be necessary and appropriate to cause WREGIS and the PC Administrator to certify or otherwise validate in a timely manner all PCs sold by NV Energy to Customer under this Agreement [up to the Dedicated Amount]⁵. The Parties acknowledge and agree that the certification of PCs is WREGIS dependent, and that the timing of certification is solely at WREGIS' discretion. NV Energy shall not be held liable for certification delays or denials of certification by WREGIS.

² For use when a portion of the output of the Generating Facility will be used.

³ For use when the entire Generating Facility output is dedicated to the Customer.

⁴ For use when a portion of the output of the Generating Facility will be used.

⁵ For use when a portion of the output of the Generating Facility will be used.

4.3 Monthly Invoices. Beginning the month after the first month in which NV Energy uploads production data from the Generating Facility to Customer's designated WREGIS account, an invoice will be sent to Customer monthly, showing the kWh generated by the Generating Facility during the previous calendar month [up to the Dedicated Amount]⁶, the Renewable Resource Rate and applicable Taxes or fees imposed by a Governmental Entity or WREGIS (or similar registrant) or the PC Administrator relating to the PCs or service under the NV GreenEnergy Rider Tariff. Each such monthly invoice will set forth the total amount payable by Customer for the PCs. The monthly invoice shall be provided to Customer by the method or methods authorized by the tariff schedule or schedules pursuant to which Customer receives bundled electric service. NV Energy's first invoice following the COD shall include the costs associated with the PCs generated by the Generating Facility prior to the COD, if any.

4.4 Payment Terms. The otherwise applicable payment terms as issued on each monthly NV Energy invoice, as provided by tariff schedule or schedules pursuant to which Customer receives bundled electric service or by other written agreement of the Parties, will apply to all amounts due under this Agreement.

4.5 Transfer of Portfolio Energy Credits. Notwithstanding the foregoing, the Parties may elect such other transfer procedures for PCs as the Parties may mutually agree, acting reasonably, provided that NV Energy shall not be required to incur any additional costs or expense for such PCs or the transfer thereof.

4.6 True-up of the Dedicated Amount. At the beginning of each Contract Year, NV Energy will review the Dedicated Amount and adjust it accordingly to correspond with any changes to the RPS from the previous Contract Year. NV Energy will provide written notice to Customer within thirty (30) days after the beginning of the Contract Year if an adjustment to the Dedicated Amount is required and provide Customer the revised Dedicated Amount for that Contract Year.

5. ASSIGNMENT.

5.1 Assignment. Except as may be otherwise provided herein or except where NV Energy is legally required to make an assignment to a third party, neither Party shall assign this Agreement, or any of its rights or obligations under this Agreement, without the prior written consent of the other Party (which consent shall not be unreasonably withheld, delayed or conditioned), and any attempted assignment of this Agreement without such consent shall be null and void

5.2 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; (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 PUCN 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.

6. NOTICES.

6.1 Method of Delivery; Contacts. Except for the monthly invoice under Section 4.3, each notice, consent, request, or other communication required or permitted under this Agreement must be in

⁶ For use when a portion of the output of the Generating Facility will be used.

writing and delivered personally, sent by certified mail (postage prepaid, return receipt requested), or by a recognized international courier or overnight delivery service provider, and addressed to a Party as follows:

Customer:

With a copy of all notices also delivered to:

NV Energy:

NV Energy
6226 W. Sahara Ave., M/S 13
Las Vegas, NV 89146
Attention: Manager, Energy Supply Contract Management

With a copy to:

NV Energy
6226 W. Sahara Ave., M/S 2
Las Vegas, NV 89146
Attention: General Counsel
Facsimile No.: 702-402-5300

6.2 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (a) when delivered if delivered personally; (b) on the third (3rd) Business Day after the date of mailing if mailed by certified mail; or (c) on the date officially recorded as delivered according to the record of delivery if delivered by courier or overnight delivery. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

7. CONDITIONS TO EFFECTIVENESS. The effectiveness of this Agreement is conditioned upon the following occurring by [date]:

- (a) NV Energy's receipt of approval by the PUCN of: (i) this Agreement, (ii) the Power Purchase Agreement, and (iii) the transactions contemplated hereby and thereby, without conditions, modifications or terms that are unacceptable to the Parties in their individual, sole and absolute discretion, and which approvals are not the subject of (1) a petition for reconsideration or rehearing, (2) a petition for judicial review, or (3) a petition for a preliminary injunction; and
- (b) achievement of the Commercial Operation Date.

8. DEFAULT; REMEDIES.

8.1 With respect to a Party, there shall be an “Event of Default” if:

8.1.1 such Party fails to pay any amount due pursuant to this Agreement within the period specified in the NV GreenEnergy Rider Tariff or within thirty (30) days after such amount is due when no other period is specified in the NV GreenEnergy Rider Tariff, provided NV Energy shall provide written notice of such non-payment to Customer and Customer shall have ten (10) days to cure such non-payment;

8.1.2 such Party is in material breach of any representation or warranty set forth herein or fails to perform any material obligation set forth in this Agreement and such breach or failure is not cured within thirty (30) days after written notice of the default is provided to the defaulting Party from the non-defaulting Party; provided, however, that the cure period shall be extended by an additional thirty (30) days if the defaulting Party is unable to cure such breach within the initial thirty (30) day period, but is pursuing a cure with reasonable diligence; or

8.1.3 such Party files any voluntary petition in bankruptcy, or such Party’s creditor’s files an involuntary petition, which involuntary petition remains undischarged for a period of thirty (30) days.

8.2 Termination. Upon the occurrence of an Event of Default, the non-defaulting Party shall provide notice of the default to the defaulting Party and shall specify in such notice the basis for the Event of Default. If the Event of Default is not cured, the non-defaulting Party may provide notice to the defaulting Party that the Agreement has terminated. The termination shall be effective upon transmittal of the notice by any means specified in this Agreement to the defaulting Party. The defaulting Party shall remain liable for any obligations that Party had pursuant to the Agreement prior to the date of termination, in addition to any other surviving obligations specified herein or remedies available pursuant to Section 8.3.

8.3 Remedies. Subject to Sections 8.1, 8.2 and 8.4, upon an Event of Default by a Party, the other Party shall have, in addition to any other remedies available to such Party at law or in equity, the right, but not the obligation, to terminate or suspend this Agreement (other than payment obligations relating to obligations arising prior to such termination or suspension).

8.4 Damages. In the event this Agreement is terminated by NV Energy due to an Event of Default by Customer prior to the end of the Term, Customer shall be liable for damages equal to the Renewable Resource Rate, plus applicable fees and costs associated with the transfer of the Portfolio Energy Credits, that would have been charged to Customer from the date of termination to the end of the Term. NV Energy will transfer to Customer, consistent with the terms of this Agreement, those Portfolio Energy Credits for which Customer pays the Renewable Resource Rate. NV Energy shall use commercially reasonable efforts to mitigate damages by marketing to other persons the Portfolio Energy Credits that would have been purchased by Customer under this Agreement or using the Portfolio Energy Credits for NV Energy’s compliance with the Renewable Energy Law requirements. In the event NV Energy is able to sell or internally use such Portfolio Energy Credits that would have been purchased by Customer under this Agreement, the damages due from Customer will be adjusted to reflect the value of such sales or internal use. This Section 8.4 is intended to be the exclusive damages available to NV Energy in the event of termination of this Agreement due to an Event of Default by Customer. Each Party shall use commercially reasonable efforts to mitigate damages.

9. **CREDIT ASSURANCES.**

If Customer's long-term credit rating falls below the Minimum Credit Rating, Customer will post security in an amount determined by NV Energy in its reasonable discretion in the form of cash or a letter of credit from an A rated financial institution.

10. **MISCELLANEOUS PROVISIONS.**

10.1 **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, punitive, 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.

10.2 **Taxes, Fees or Charges from Governmental Entities.** Customer is responsible for any and all Taxes, fees or charges including but not limited to those from Governmental Entities imposed on or associated with the Portfolio Energy Credits or their transfer to Customer. Either Party, upon written request of the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if such Party is exempt from Taxes, and shall use reasonable efforts to obtain and cooperate with the other Party in obtaining any exemption from or reduction of any Tax, fee or charges including but not limited to those from Governmental Entities. NV Energy shall be entitled to any and all tax benefits associated with and resulting from its association with the Generating Facility or any production therefrom.

10.3 **Expenses.** Except as otherwise expressly provided in this Agreement, each Party shall pay its own costs and expenses incurred in connection with the negotiation, execution, performance and enforcement of its rights and obligations under this Agreement and the transactions contemplated hereby.

10.4 **No Waiver.** The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by either Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or either Party's right to enforce each and every provision hereof.

10.5 **Remedies.** All rights and remedies of either Party provided for in this Agreement are cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, or otherwise, except as discussed in Section 10.1.

10.6 **Governing Law; Venue.** This Agreement is governed by and must be construed in accordance with the laws of the State of Nevada, without giving effect to any conflict of law principles that would apply the laws of another jurisdiction. In the event a court of competent jurisdiction has jurisdiction over a civil action or remedy brought under this Agreement, the Parties agree that they will first seek to initiate such action in the U.S. District Court for the District of Nevada. In the event the U.S. District Court for the District of Nevada lacks jurisdiction over such a dispute, the Parties agree the dispute will be brought in the Nevada state district court in Nevada. For clarity and avoidance of doubt, the Parties agree that the exclusive court venues for any dispute between the Parties related to this Agreement will be the U.S. District court for the District of Nevada or the Nevada state district courts. Both Parties agree that they will not initiate an Action against the other Party in any other jurisdiction.

10.7 **Waiver of Jury Trial.** 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 jury trial cannot be or has not been waived.

10.8 Integration. This Agreement represents the entire and integrated agreement between NV Energy and Customer and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the transaction, except as otherwise expressly stated herein.

10.9 Amendments. Any change, modification, or amendment to this Agreement is not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

10.10 Severability. If any portion or provision of this Agreement is deemed invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any portion or provision of this Agreement deemed invalid, illegal, unenforceable or void will be severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular severed portion or provision. The Parties further agree to amend this Agreement to replace any severed portion or provision with a valid provision that comes as close as possible to the intent of the severed portion or provision.

10.11 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

10.12 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits and schedules attached to this Agreement are incorporated into this Agreement by reference. All references in this Agreement to Sections, Subsections, Exhibits, and Schedules are to Sections, Subsections, Exhibits, and Schedules of or to this Agreement, unless otherwise specified. Unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

10.13 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in the State of Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. If the final date for payment of any amount or performance of any act required by this Agreement falls on a day other than a Business Day, that payment is required to be made or act is required to be performed on the next Business Day.

10.14 No Business Formation. Nothing in this Agreement creates a partnership, joint venture or other similar business construct between the Parties.

10.15 Survival. To the extent necessary to reflect the intent of the Parties under this Agreement, the provisions of Section 1, 4, 8 and 10 shall survive the termination of this Agreement.

10.16 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. [A validly executed copy of this Agreement delivered by facsimile, e-mail, or other](#)

means of electronic transmission shall be deemed to have the same legal effect as delivery of an original validly executed copy of this Agreement.

10.17 Representations and Warranties.

10.17.1 Customer's Standing. Customer represents that, as of the date of this Agreement, it (a) is duly organized, validly existing and in good standing under the laws of the State of California, and (b) is licensed to do business in the State of Nevada.

10.17.2 Customer's Authority; Enforceability. Customer has the full entity power and authority to execute and deliver this Agreement and the other transaction documents to which it will be a party in connection with the transactions contemplated hereby, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Customer of this Agreement and the other transaction documents to which it will be a party in connection with the transactions contemplated hereby, and the performance by Customer of its obligations hereunder and thereunder, have been duly and validly authorized by all necessary entity action, and assuming due and valid authorization, execution and delivery thereof by the other Party, will be when delivered, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms.

10.17.3 No Pending Actions, Suits or Proceedings Against Customer. Customer represents that, to its knowledge, as of the date of this Agreement, there are no Actions pending or threatened against Customer in any court or before any administrative agency that would prevent its performance under this Agreement.

10.17.4 NV Energy's Standing. NV Energy represents that, as of the date of this Agreement, it (a) is duly organized, validly existing and in good standing under the laws of the State of Nevada, and (b) is licensed to do business in the State of Nevada.

10.17.5 NV Energy's Authority; Enforceability. NV Energy has the full entity power and authority to execute and deliver this Agreement and the other transaction documents to which it will be a party in connection with the transactions contemplated hereby, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by NV Energy of this Agreement and the other transaction documents to which it will be a party in connection with the transactions contemplated hereby, and the performance by NV Energy of its obligations hereunder and thereunder, have been duly and validly authorized by all necessary entity action, and assuming due and valid authorization, execution and delivery thereof by the other Party, will be when delivered, valid and binding obligations of NV Energy enforceable against NV Energy in accordance with their terms.

10.17.6 No Pending Actions, Suits or Proceedings against NV Energy. NV Energy represents that, to its knowledge as of the date of this Agreement, there are no Actions pending or threatened against NV Energy in any court or before any administrative agency that would prevent its performance under this Agreement.

10.18 Confidentiality. Each Party agrees to keep strictly confidential all Confidential Information. Notwithstanding the preceding sentence, (a) each Party may disclose Confidential Information to its employees, legal counsel, accountants, and other advisors on an as-needed basis and (b) after providing notice to Customer and subject to entering into a protective agreement, NV Energy may

undertake confidential discussions with, and provide documents and other information to, any Governmental Entity having jurisdiction over NV Energy's operations, the PUCN and its Regulatory Operations Staff and the Nevada Attorney General's Bureau of Consumer Protection, to the extent NV Energy believes such discussions and disclosures are appropriate. Without limiting the forgoing, if either Party becomes legally compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process or applicable law to disclose Confidential Information, the compelled Party shall, prior to disclosure and to the extent legally permitted, undertake reasonable efforts to obtain a protective agreement. The compelled party shall also use reasonable efforts to provide the other Party with prompt written notice of such requirement prior to disclosure so that the other Party may seek (at its sole cost and expense) a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. If such protective order or other remedy is not obtained, and the other Party has not waived compliance with the provisions hereof, the compelled Party, upon the advice of counsel, will furnish only that portion of the Confidential Information that it is legally required to so furnish and, at the request of the other Party, use reasonable efforts to obtain assurance that confidential treatment will be accorded such disclosed Confidential Information. Each Party will be responsible for any unauthorized disclosure of Confidential Information by its representatives, and each Party agrees to return or destroy the Confidential Information of the other Party promptly upon request.

[Signature page follows]

IN WITNESS WHEREOF, this NV GreenEnergy Rider Renewable Energy Agreement has been duly executed by the Parties as of the Effective Date.

SIERRA PACIFIC POWER COMPANY d/b/a NV ENERGY

By: _____
Name: _____
Title: _____

[Customer]

By: _____
Name: _____
Title: _____

EXHIBIT A

RENEWABLE RESOURCE RATE

The Renewable Resource Rate shall be \$[] per kWh.

EXHIBIT B

GENERATING FACILITY POWER PURCHASE AGREEMENT