



May ____, 2016

Customer Company Name: _____
Company Address: _____
Company Contact Name: _____
Company Contact Phone Number: _____

Re: Customer Participation Agreement – NV GreenEnergy Rider Transaction Involving
Customer Company Name: _____

Mr./Ms.: ____ Customer Representative’s Name: _____

In consideration of the time and resources the parties are each prepared to devote to a potential NV GreenEnergy Rider transaction whereby [Sierra Pacific Power Company d/b/a NV Energy] [Nevada Power Company d/b/a NV Energy] (“NV Energy”) would purchase renewable energy attributes, energy and capacity from a solar photovoltaic facility located in Clark County, Nevada (the “Transaction”) to support an agreement with Customer: _____ (“Customer”), under NV Energy’s Rate Schedule NGR—NV Energy GreenEnergy Rider (“NGR”), the parties agree to establish defined commitments to complete the Transaction (the “Renewable Energy Agreement”).

NV Energy has identified a solar photovoltaic energy resource located in Clark County, Nevada that could provide a source of portfolio energy credits (“PECs”) to the Customer under the NGR. NV Energy and Customer agree to work in good faith towards a NGR agreement necessary to allow the Transaction to move forward. To this effect, Customer commits and agrees to the following indicative terms and conditions:

1. Renewable Energy Agreement pro forma.
 - a. NV Energy will retire on behalf of customer ____ MWh annually of PECs based upon customer’s current or projected load as further described in Exhibit 1.
 - i. This number cannot exceed the customer’s current load being serviced by NV Energy or load the customer can establish it will develop within 24 months of the execution of the Renewable Energy Agreement.
 - b. The term of the Renewable Energy Agreement will be either 20 or 25 years, subject to ongoing power purchase agreement discussions with the supplier. This term is expected to be consistent with the term of the power purchase agreement for the renewable energy facility.
 - c. Customer is expected to execute the Renewable Energy Agreement pro forma contract substantially in the form provided.

2. Approximate indicative Renewable Energy Rate range:
 - a. Nevada Power Company: between \$0.0028 and \$0.0043 per kWh
 - b. Sierra Pacific Power Company: between \$0.0030 and \$0.0047 per kWh

In the event that the Renewable Energy Agreement pro forma, or any information related to the renewable energy resource that is provided by NV Energy to Customer changes or is modified after the execution of this Agreement, NV Energy will provide Customer written notice of the changes within five (5) business days after the changes are made.

This Agreement is not intended to create, nor shall it be construed to create, a relationship of partnership, joint venture or any other legal entity with respect to either party. Neither party shall be liable to the other party for any loss of revenue or profits, loss of opportunity; loss of goodwill; cost of substitute facilities, goods or services; cost of capital; or loss of use or for any indirect, incidental, special, punitive, exemplary or consequential damages, for termination of this Agreement. NV Energy shall be entitled to seek specific performance and injunctive relief as remedies if Customer terminates this Agreement, or fails to maintain its commitments discussed above, and such termination or failure will create potential financial harm, loss of opportunity or regulatory risk to NV Energy or other associated NGR transactions. NV Energy is not liable in the event it is unable to execute a power purchase agreement to support this Transaction, the power purchase agreement is not approved or other circumstances prevent the effectiveness of the power purchase agreement or NV Energy is otherwise unable to perform the Transaction. In such circumstances NV Energy will make good faith efforts to identify alternative resources, subject in all cases to approval by the Public Utilities Commission of Nevada that may be available to provide the customer with the portfolio energy credits contemplated in this Agreement.

The parties agree that, no commercial, financial or technical information disclosed in any manner or at any time shall be deemed confidential, unless agreed to in writing in an executed confidentiality agreement. If a confidentiality agreement is executed, the parties' respective obligations and rights in the confidentiality agreement shall continue past termination of this Agreement.

Each Party has the full entity power and authority to execute and deliver this Agreement, to perform its obligations and to consummate the transactions contemplated herein. The execution and delivery by each Party of this Agreement and the other transaction documents to which it will be a party in connection with the Transaction contemplated herein, and the performance by such Party of its obligations in the Agreement, have been duly and validly authorized by all necessary entity action.

This letter shall be governed by and construed in accordance with the laws of the state of Nevada. EACH PARTY TO THIS LETTER, TO THE FULLEST EXTENT PERMITTED BY LAW, 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 LETTER. 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.

Please confirm your agreement with the foregoing by signing a counterpart of this letter and returning it to the undersigned through the NGR solicitation web site. This letter may be

executed in counterparts each of which shall be deemed to be an original, but both of which shall constitute the same agreement.

Very truly yours,

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



Kevin Geraghty
Vice President, Energy Supply

Accepted and Agreed as of May ____, 2016:

Company Name: _____

Signature: _____

Name: _____

Title: _____

**Exhibit 1 – Customer Accounts
NV GreenEnergy Rider**

Company Name: _____

<i>Account Number</i>	<i>Premise ID</i>	<i>Meter Number</i>	<i>Annual Load (MWh)</i>