## RENEWABLE ENERGY AGREEMENT

This Renewable Energy Agreement (the "Agreement") dated as of November, 2015 (the "Execution Date"), is made by and between NEVADA POWER COMPANY, a Nevada corporation doing business as NV Energy ("NV Energy") and, a, a corporation ("Customer"). NV Energy and Customer are also each referred to
herein as a "Party" and collectively as the "Parties".
RECITALS
WHEREAS, NV Energy is an electric service provider, as defined in NRS Section 704;
WHEREAS, Customer is currently taking retail electric service from NV Energy under the applicable tariff rates;
WHEREAS, Customer desires to obtain Portfolio Energy Credits not to exceed its existing electricity usage, as more specifically described in Exhibit A;
WHEREAS, the Parties desire to enable Customer to achieve its environmental objectives through obtaining Portfolio Energy Credits without any burden to other customers of NV Energy;
WHEREAS, Customer has requested to utilize the NV Energy's electric service Tariff Schedule No. NGR – Schedule NV GreenEnergy Rider (the "NGR Tariff"), which allows NV Energy to enter into renewable energy agreements with LGS-1 and larger customers;
WHEREAS, Customer has one or more retail accounts that are LGS-1 or higher with NV Energy;
WHEREAS, on, NV Energy and, entered into that certain Long-Term Renewable Power Purchase Agreement (the " Power Purchase Agreement") whereby NV Energy purchases the energy, capacity, Portfolio Energy Credits and other renewable energy attributes from the generating facility under development in County, Nevada, (the " Generating Facility"); and
WHEREAS, it is the intent of the Parties that this Agreement serve as the agreement between the Parties under the NGR Tariff to facilitate Customer contracting for a portion of the Portfolio Energy Credits associated with theGenerating Facility, pursuant to the terms and conditions set forth below.
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.	<b>DEFINITIONS</b> .	As used in this	Agreement,	defined	terms shall	have the	meaning set
forth in	this Agreement o	or as set forth in	this Section	1.			

- "Action" means any claim, action, cause of action, demand, lawsuit, arbitration, 1.1 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.

Exhibi	1.3 its.	"Agreement" means this Renewable Energy Agreement together with the
hereto	1.4	" Generating Facility" has the meaning set forth in the recitals
recitals	1.5 s hereto	"Power Purchase Agreement" has the meaning set forth in the
on whi	ich com	"Business Day" means any day, other than a Saturday, Sunday or legal holiday, mercial banks in Clark County, Nevada, are generally open for the transaction of
	1.7	"Commencement Date" has the meaning set forth in Section 2.1.
	1.8	"Customer" has the meaning as defined in the first paragraph to this Agreement

- "Commercial Operation Date" has the meaning as defined in the 1.9 Power Purchase Agreement.
- "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.
- "Dedicated Amount" shall mean [\_\_\_\_] kWhs per Contract Year, and as more specifically described in Exhibit A.
  - 1.12 "Event of Default" has the meaning set forth in Section 8.
  - 1.13 "Execution Date" has the meaning set forth in the recitals hereto.
- "Governmental Entity" means any federal, state, or local government or political 1.14 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.

- 1.15 "kWh" means kilowatt-hour.
- 1.16 "NGR Tariff" has the meaning set forth in the recitals hereto.
- 1.17 "NRS" means the Nevada Revised Statutes, as amended.
- 1.18 "NVTREC" means PUCN's system designed to allow renewable energy market participants to register and manage their Portfolio Energy Credits, or a successor organization or system.
- 1.19 "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.
- 1.20 "PC Administrator" means the person or entity 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.
  - 1.21 "Permitted Transferee" means an Affiliate of either Party to this Agreement.
- 1.22 "PUCN" means the Public Utilities Commission of Nevada and any successor entity thereto.
  - 1.23 "Registry" has the meaning set forth in Section 4.2.
- 1.24 "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 the rules and regulations of the Registry, 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.
- 1.25 "Renewable Resource Rate" means the fixed rate, in dollars per kWh, set forth in Exhibit A attached hereto.

- 1.26 "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.
  - 1.27 "Term" has the meaning set forth in Section 2.1.
- 1.28 "WREGIS" means the Western Renewable Energy Generation Information System, or a successor organization or system.

### 2.0 TERM AND TERMINATION.

2.1 <u>Term.</u> This Agreement commences on the later of (i) the date this Agreement is approved by the PUCN and (ii) the Commercial Operation Date; (the "Commencement Date"). This Agreement will expire on the date that is \_\_\_\_\_\_ years following the Commencement Date (the "Term"), unless extended by mutual written agreement of the Parties.

### 3.0 ENERGY SUPPLY.

- 3.1 Transfer of Portfolio Energy Credits.
- 3.2.1 Commencing on the Effective Date, for the Term of this Agreement, NV Energy shall upload to Customer's designated NVTREC or WREGIS account the Portfolio Energy Credits NV Energy realizes from the energy output of the \_\_\_\_\_\_ Generating Facility up to the Dedicated Amount. Customer shall pay the Renewable Resource Rate for each kWh of energy uploaded by NV Energy to NVTREC or WREGIS on Customer's behalf as provided herein. In the event the Portfolio Energy Credits from the \_\_\_\_\_ Generating Facility are less than the Dedicated Amount, NV Energy will allocate the Portfolio Energy Credits available on Customer's pro rata share of the total Portfolio Energy Credits from the \_\_\_\_\_ Generating Facility; provided, however, NV Energy is not required to supply, provide or sell replacement Portfolio Energy Credits to Customer if Portfolio Energy Credits sufficient to meet the Dedicated Amount, or any portion thereof, are not available from the \_\_\_\_\_ Generating Facility for any reason.
  - 3.2 <u>Customer Acknowledgements</u>. Customer acknowledges and agrees that:
- 3.2.1 For the Term of this Agreement, Customer shall purchase from NV Energy, under the NGR Tariff and pursuant to the terms of this Agreement, the Dedicated Amount;

3.2.2 E	Except for the PCs provided to Customer as expressly provided herein,
	energy, capacity and all other renewable energy benefits associated
with the	Generating Facility;
	For the Term of this Agreement, Customer shall receive bundled nergy under the tariff applicable to the Customer pursuant to the terms
is not receiving electric serv	Notwithstanding anything to the contrary in this Agreement, Customer vice from the Generating Facility under the Agreement, under this Agreement or otherwise; and
terms and conditions of the	This Agreement is entered into pursuant to the NGR Tariff and all NGR Tariff are incorporated into this Agreement by this reference. It nat this Agreement is consistent with the terms and conditions of the
4.0 PORTFOLIO ENI	ERGY CREDITS.
Customer's NVTREC or W Renewable Resource Rate, and Customer to sell and pu	REGIS account, up to the Dedicated Amount, Customer shall pay the as set forth in Exhibit A. For clarity, the obligations of NV Energy archase, respectively, such Portfolio Energy Credits under this spective of (i) Customer's actual electric energy requirements or (ii) Energy.
reasonable actions as may be "Registry"), as directed by in a timely manner all Portf Agreement up to the Dedict of Portfolio Energy Credits the registry's discretion. No	of Portfolio Energy Credits. NV Energy will take such commercially be necessary and appropriate to cause NVTREC or WREGIS (the Customer, and the PC Administrator to certify or otherwise validate folio Energy Credits sold by NV Energy to Customer under this lated Amount. The Parties acknowledge and agree that the certification is registry dependent, and that the timing of certification is solely at W Energy shall not be held liable for certification delays or denials is no obligation to provide Customer replacement PCs for any such
Energy uploads to Custome from the energy output of the monthly, showing the kWh calendar month, the Renew by a Government Entity, W Portfolio Energy Credits or forth the total amount payal	coices. Beginning the month after the first month in which NV er's NVTREC or WREGIS account any Portfolio Energy Credits the Generating Facility, an invoice will be sent to Customer generated by the Generating Facility during the previous able Resource Rate and any other applicable Taxes or fees imposed (REGIS (or similar registrant) or the PC Administrator relating to the service under the NGR Tariff. Each such monthly invoice will set ble by Customer for the Portfolio Energy Credits. The amount due of the status of any certification of, or transfer procedures with

respect to, any such Portfolio Energy Credits. 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 under Section 3.3.4.

- 4.4 <u>Payment Terms</u>. 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 under Section 3.3.4 or other written agreement of the Parties, will apply to all amounts due under this Agreement.
- 4.5 <u>Transfer of Portfolio Energy Credits</u>. Notwithstanding any provision of this Agreement to the contrary, the Parties may elect such other transfer procedures for Portfolio Energy Credits as the Parties may mutually agree in writing, acting reasonably, provided that NV Energy shall not be required to incur any additional costs or expense for such Portfolio Energy Credits or the transfer thereof.
- 5. <u>ASSIGNMENT</u>. 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; provided, however, that upon prior written notice to the other Party either Party may assign this Agreement to a Permitted Transferee without such consent, provided that the assigning Party is not released from its obligations under this Agreement as a result of such assignment and remains directly liable for such obligations.

### 6. NOTICES.

6.1 <u>Method of Delivery; Contacts</u>. 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 writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by email (with electronic confirmation of receipt), or by a recognized international courier or overnight delivery service provider, and addressed to a Party as follows:

<u>Customer</u> :
Attn:
With a copy to:
Attn:

### NV Energy:

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

#### With a copy to:

Attn: General Counsel NV Energy 6226 W. Sahara Ave., M/S 2 Las Vegas, NV 89146 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; (c) on the date officially recorded as delivered according to the record of delivery if delivered by courier or overnight delivery; or (e) on the first Business Day after the email transmission if delivered by email and a copy of the notice is deposited in the U.S. Mail. 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.** <u>CONDITIONS TO EFFECTIVENESS</u>. As provided in Section 2.1, the effectiveness of this Agreement is conditioned upon the following:
- 7.1 NV Energy's receipt of approval by the PUCN of this Agreement, without conditions, modifications or terms that are unacceptable to the Parties in their individual reasonable discretion, and which approval is not the subject of (i) a petition for reconsideration or rehearing, (ii) a petition for judicial review, or (iii) a petition for a preliminary injunction; and
  - 7.2 achievement of the Commercial Operation Date.

#### 8. <u>DEFAULT; REMEDIES</u>.

- 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 NGR Tariff or within thirty (30) days after such amount is due

when no other period is specified in the NGR 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 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 sixty (60) days after 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 30 days if the defaulting party is unable to cure within the 60 days, but is pursuing a cure with reasonable diligence;
- 8.1.3 such Party (i) admits in writing its inability to pay its debts generally as they become due; files a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any State, district or territory thereof; (ii) makes an assignment for the benefit of creditors; (iii) consents to the appointment of a receiver of the whole or any substantial part of its assets; (iv) has a petition in bankruptcy filed against it, and such petition is not dismissed within 90 days after the filing thereof; (v) a court of competent jurisdiction enters an order, judgment, or decree appointing a receiver of the whole or any substantial part of such Party's assets, and such order, judgment or decree is not vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or (vi) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the whole or any substantial part of such Party's assets and such custody or control is not terminated or stayed within ninety (90) days from the date of assumption of such custody or control.
- 8.2 <u>Termination</u>. 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. The defaulting Party shall have five (5) days from the date of the notice of default to cure the default, unless another period to cure is specified in this Agreement. If the default is not cured within the five day period, 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 <u>Remedies</u>. 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 with respect to all obligations arising after the effective date of such termination or suspension (other than payment obligations relating to obligations arising prior to such termination or suspension).
- 8.4 <u>Damages</u>. In the event this Agreement is terminated by NV Energy due to Customer's default 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.

### 9. CREDIT ASSURANCES.

- 9.1 <u>Security</u>. Based on NV Energy's initial evaluation of the Customer's credit risk, or an evaluation performed during the Term of this Agreement, the Customer shall be required to post security for its performances and obligations related to this Agreement as described in Section 9.2.
- 9.2 <u>Reassessment of Customer's Credit.</u> If the Customer's credit risk evaluation requires Customer to post security, or if the PUCN requires as such, then Customer will post, within five (5) Business Days following NV Energy's request or, if applicable, the PUCN's order or mandate, security in a form and amount agreed to by the Parties or, if applicable, as consistent with the PUCN's order or requirement.
- 9.3 <u>Audited Financial Statements</u>. Unless Customer is a public filer under the regulations of the United States Securities and Exchange Commission, within thirty (30) days following the end of each fiscal quarter, Customer shall provide to NV Energy audited financial statements.

#### 10. <u>MISCELLANEOUS PROVISIONS</u>.

- 10.1 <u>Limitation of Liability</u>. Except as provided for 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.
- 10.2 Taxes, Fees or Charges from Governmental Entities. Customer is responsible for any Taxes, fees or charges including but not limited to those from Governmental Entities imposed on or associated with the Portfolio Energy Credits transferred 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 Government 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 pro	duction
therefrom			

- 10.3 <u>No Waiver</u>. 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.
- 10.4 <u>Remedies</u>. 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.
- 10.5 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 its conflict of law provisions. The Parties agree that this Agreement is subject to NV Energy's tariffs on file with the PUCN, and the PUCN maintains primary jurisdiction over this Agreement, unless the PUCN waives such 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 federal district court of Nevada with jurisdiction over Clark [Washoe] County, Nevada. In the event the federal district court lacks jurisdiction over such a dispute, the parties agree the dispute will be brought in the Nevada state district court for Clark County, Nevada in Las Vegas, Nevada. Both Parties agree that they will not initiate an Action against the other Party in any other jurisdiction.
- 10.6 <u>Waiver of Jury Trial</u>. 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.
- 10.7 <u>Integration</u>. 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.
- 10.8 <u>Amendments</u>. 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.
- 10.9 <u>Severability</u>. If any portion or provision of this Agreement is 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 void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to

replace any stricken portion or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

- 10.10 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity 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.
- 10.11 <u>Headings; Exhibits; Cross References</u>. 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. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.
- 10.12 <u>Performance of Acts on Business Days</u>. Any reference in this Agreement to time of day refers to local time in Clark [Washoe] County, 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.
- 10.13 <u>Business Formation</u>. Nothing in this Agreement creates a partnership, joint venture or other similar business construct between the Parties.
- 10.14 <u>Survivability</u>. The provisions of Sections 1, 4, 6, and 7 through 9 survive the termination of this Agreement.

#### 10.15 Representations and Warranties.

- 10.15.1 <u>Customer's Standing in Nevada</u>. Customer represents that, as of the date of this Agreement, it (1) is duly organized, validly existing and in good standing under the laws of the State of Nevada, (2) is licensed to do business in the State of Nevada, and (3) has the requisite entity power and authority to carry on its business as now being conducted.
- 10.15.2 <u>Authority; Enforceability</u>. Each Party 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 each Party 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 such Party 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 such Party enforceable against such Party in accordance with their terms (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity).

- 10.15.3 <u>No Pending Actions, Suits or Proceedings</u>. Customer represents that, to its knowledge as of the date of this Agreement, there are no Actions, suits or proceedings pending or threatened against Customer in any court or before any administrative agency that would prevent its performance under this Agreement.
- 10.16 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, all such counterparts will constitute the same agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, this Agreement has been duly executed by the Parties as of the Effective Date.

a Nevada corpo	ration	
By:		
•		
Title:		
Date of Approv		
[INSERT CUS	TOMER]	
a	Corporation	
By:		
Title:		
Date of Appro	val:	

NEVADA POWER COMPANY d/b/a NV ENERGY.

# **EXHIBIT A**

## **CUSTOMER ACCOUNTS**

Account Number	Premise ID	Meter Number	Annual Load (kWh)

 $Total\ Dedicated\ Amount\ \underline{\hspace{1cm}}\ kWh.$ 

## **EXHIBIT B**

## RENEWABLE RESOURCE RATE

The Renewable Resource Rate shall be \$\phi\$.	The Renewa	able Resource	Rate shall be \$0	per kWh.
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