

IDAHO POWER COMMUNITY SOLAR PILOT PROGRAM PARTICIPANT AGREEMENT -- TERMS AND CONDITIONS

Availability and Eligibility

This voluntary Program is available to Idaho Power customers ("Customers") who are 18 years of age or older and in Good Standing with any of the following types of electric service accounts located in Idaho Power's Idaho service area ("Eligible Customers"): Residential Service (Schedules 1 and 5), Small General Service (Schedule 7), Large General Service (Schedule 9), Large Power Service (Schedule 19), Agricultural Irrigation Service (Schedule 24), Micron Special Contract (Schedule 26), Simplot Special Contract (Schedule 29), or the Department of Energy Special Contract (Schedule 30). Non-metered and lighting accounts may not participate in the Program. A Customer is in "Good Standing" if the Customer does not have a past-due balance greater than 60 days' past due and not greater than \$100.

If Idaho Power does not receive a minimum number of total Subscriptions for the Program, Idaho Power may terminate the Program and will refund the Subscription Fees, as set forth below under "Refund of Subscription Fee."

Participation

Participation in the Program is available on a first-come, first-served basis to all Eligible Customers who complete a Participant Agreement and exercise a Payment Option for the Subscription Fee for this Program (each a "Participant"). Participant or the Participant's authorized signatory must have full power and authority to execute this Participant Agreement. Participant must be the Customer of record for the service agreement to which the Subscription applies. If there is more than one Customer of record for a customer service agreement, any one Customer of record may make decisions regarding the Subscription.

Should an Eligible Customer have more than one customer service agreement, it must designate to which customer service agreement and account the Subscription should apply.

Customers that Idaho Power, in its sole discretion, determines are ineligible to participate will be notified promptly. In the event a Customer is deemed ineligible, any Subscription Fee payments received by Idaho Power from such ineligible Customer will be returned without interest.

Subscription Fee

A "Subscription" is a Participant's applicable portion of the electricity output generated by the community solar array developed in connection with the 500 kW project (the "Community Solar Array"). The payment by a prospective participant of \$562.00 per Subscription ("Subscription Fee") is required, see Payment Options below. Additional fees may apply.

Payment Options

Participants shall elect one of the following "Payment Options":

1. A single upfront payment by check made payable to Idaho Power Company.
2. A single upfront payment made by debit/credit card, mail-in check or money order, pay station check or money order, or personal on-line bank transfer ("Bill Me") made payable to Idaho Power Company. A Participant that requests the "Bill Me" option will receive an Idaho Power generated bill, separate from the Participant's monthly electric service bill, which must be paid within 30 days after the monthly invoice date. A convenience fee will be applied to debit/credit card payments.
3. Monthly payments for 2 years (24 months). Customers that choose the monthly payment option will receive 24 monthly bills, separate from their monthly electric service bill, which must be paid within 30 days of the monthly invoice

date. Payments may be made by debit/credit card, mail-in check or money order, pay station check or money order, or personal on-line bank transfer. A convenience fee will be applied to debit/credit card payments. The monthly Subscription payment of \$26.31 will cover the cost of the Subscription Fee, carrying charges, and an administration charge of \$1.00 per month to reflect the costs of administering this monthly option. Invoicing of the monthly subscription fee will begin with Enrollment. (defined below).

If the monthly installment payment is not paid within 60 days after the monthly invoice date, the Participant will be considered in default and the entire Subscription will be transferred to Idaho Power.

A Participant choosing the monthly installment Payment Option can visit www.idahopower.com/solar or call the customer service center at 208-388-2323 or 1-800-488-6161 outside the Treasure Valley, to obtain payment balance information for the Participant's Subscription.

Refund of Subscription Fee

Idaho Power has no obligation to refund all or any portion of the Subscription Fee at any time or for any reason, except in the event: (a) Idaho Power does not build the Community Solar Array, in which case Idaho Power will refund the Subscription Fee, plus annual interest in accordance with Utility Customer Relations Rule 106.2; or (b) Idaho Power does not accept the prospective participant's application in its sole discretion..

Subscription Size

A residential Eligible Customer may apply for one or more Subscriptions; provided however, that the sum of the total annual solar energy, in kilowatt-hours ("kWh"), provided under all of the Subscriptions in the aggregate may not exceed 100% of such customer's usage for the prior 12-month period (on a kWh basis) under its customer service agreement(s).

A nonresidential Eligible Customer may apply for up to 50 Subscriptions; provided however, that the sum of the total annual solar energy, in kilowatt-hours ("kWh"), provided under all of the Subscriptions in the aggregate may not exceed 100% of such customer's usage for the prior 12-month period (on a kWh basis) under its customer service agreement(s). The nonresidential Eligible Customer Subscription limit on Subscriptions may be increased in Idaho Power's sole discretion based on total Program enrollment.

If usage data for the prior 12-month period is not available, a prospective participant may estimate its annual usage, using a method that includes, but is not limited to, usage by similarly sized properties or a builder or architect estimate. All estimates are subject to review and approval by Idaho Power in its sole discretion.

Term

The Program term will commence on the date of the first production of solar energy on a non-test basis ("Operation Date") and continue for 25 years thereafter.

Service subject to the Idaho Public Utilities Commission's Tariff No. 29 Schedule 63 to the Community Solar Pilot Program, which is provided in full at www.idahopower.com ("Schedule 63") for a Subscription will commence on the first billing cycle following the later of (i) the approval of the Eligible Customer's Participant Agreement by Idaho Power, and (ii) the Operation Date ("Enrollment"). Each Subscription shall continue until terminated by the Participant or Idaho Power pursuant to the terms of this Participation Agreement.

Calculation of Solar Energy Credit

The monthly "Solar Energy Credit" on the Participant's monthly bill will be equal to the product of (a) the rate set forth in the rate schedule specified in Schedule 63 and (b) the Participant's proportional share of the monthly generation from the Community Solar Array for that month (as determined by the number of Subscriptions and monthly generation). The month to which the Solar Energy Credit is applicable may not match the billing period for the retail electric service to which the Solar Energy Credit is applied.

The monthly Solar Energy Credit applied to a Participant's bill will be capped at the Participant's monthly billed kWh. Any excess production will be carried forward to the Participant's next billing cycle invoice on a kWh basis. Excess production that is unused cannot be converted to monetary compensation or otherwise paid out to the Participant, or

have any value beyond the term of the Subscription or the Program. Upon termination of the Subscription or the Program, as applicable, any unused excess production will be forfeited.

The Power Cost Adjustment rate as set forth in the Idaho Public Utilities Commission's Tariff No. 29 Schedule 55, which is provided in full at www.idahopower.com, will be applied to the difference between (i) the Participant's total energy use measured as the Participant's monthly billed kWh, minus (ii) their proportional share of the monthly generation measured in kWh from the Community Solar Array for that month.

The Solar Energy Credit rate is subject to change from time to time as the average embedded energy cost reflected in retail rates changes or as otherwise approved or required by a public utility commission order or by law.

Idaho Power makes no representations or warranties regarding the amount of energy output from the Community Solar Array under the Program.

Cancellation

A Participant may terminate a Subscription at any time for convenience upon 60 days' advance written notice. Any and all amounts due and outstanding by the Participant to Idaho Power shall be paid upon termination. Participant is not eligible to receive a refund of any portion of the Subscription Fee upon cancellation or termination of a Subscription. Upon or within the 60-day period after providing notice of termination, Participant may elect to transfer a Subscription to another Eligible Customer. If no transfer is made within such 60-day period, the Subscription and all benefits of the Subscription will revert back to Idaho Power upon termination.

Subscription Transfers

Transfers to Other Accounts. A Participant may elect to transfer an existing Subscription to a new customer service agreement or service location, provided that Participant continues to meet the eligibility requirements set forth herein. Transfers of Subscriptions under this Participation Agreement are not subject to additional fees, but are subject to the existing rights and obligations of such Subscriptions as of the effective date of the transfer.

Transfers to Other Customers. Upon the termination of a Participant's customer service agreement, Participant may transfer any existing Subscriptions to another Eligible Customer, including a non-profit entity, for a \$25.00 fee. Participants with more than one Subscription may transfer Subscriptions in whole subscription increments to one or more Eligible Customers for a \$25.00 fee per transfer. A single Subscription cannot be partitioned for transfers.

Transfer Fee. Participants that have remaining monthly installment payments at the time of termination of their customer service agreements may request to transfer their remaining Subscription rights to another Eligible Customer's service agreement, for the remaining outstanding balance (the remaining balance of which is to be assumed in full by the transferee) and a \$25 fee.

Transfer Notice. Participants must notify Idaho Power in writing of their intent to transfer any Subscription(s) (i) prior to the transfer date in the event such Participant is transferring a Subscription to a new customer service agreement or location, or (ii) no later than 60 days after the date of termination of the Participant's customer service agreement, if applicable. Transfers will only be effective if the recipient satisfies the Terms and Conditions applicable to the Subscription and signs a Participant Agreement and assumes all responsibilities associated therewith.

No Third Party Beneficiaries

Except as to the recipient(s) of any transferred Subscriptions, the Participant Agreement (including these Terms and Conditions) are solely for the benefit of Participant and Idaho Power. Nothing in this Participant Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person or business entity not a party to this Program as a third party beneficiary; provided, however, that the recipient(s) of any transferred Subscriptions shall be subject to the same obligations as set forth in this Participant Agreement.

No Other Pledge or Transfer of Subscription(s)

Participant may NOT pledge the Subscriptions(s) as security for any loan or otherwise collaterally assign any interest in the Subscription(s). Except as set forth above (Subscription Transfer), Participant may not assign, gift, bequeath, or

otherwise transfer any Subscription(s) to any other individual or entity. Any attempted transfers or assignments not in accordance with this Participation Agreement shall be null and void and deemed a material violation of this Participation Agreement and may constitute "cause" for termination of the Subscription by Idaho Power.

Ownership of Facility

Idaho Power has sole ownership, possession, and control of the Community Solar Array and will have the exclusive right to maintain and operate the Community Solar Array and the Program. Enrollment in the Program does not convey any right, title, or interest in or to any portion of any property (including without limitation, tangible or non-tangible, real improvements, equipment, assets or ownership interest) of or in Idaho Power or its affiliates.

Access to Community Solar Array

Participant will not have access to the solar electricity generation, interconnection, metering, data acquisition, or other related Community Solar Array facilities for any purpose, unless otherwise agreed to in writing in advance by Idaho Power. Such access may be withheld or granted in Idaho Power's sole discretion.

Ownership of Environmental Attributes

To ensure that Renewable Energy Certificates ("RECs") associated with the generation output of the Community Solar Array are appropriately recorded and tracked, Idaho Power will retain ownership of the RECs and all other environmental attributes generated by the Community Solar Array, including but not limited to, carbon emission reduction credits. The RECs will be retired by Idaho Power on behalf of Participants, as applicable, on an annual basis.

No Effect on Electric Rates and Tariffs

Nothing in this Agreement shall be deemed to alter or modify any rate, charge, or condition of service (including any policies, fees, charges or assessments) established from time to time by Idaho Power for electric service. All such rates and charges shall remain subject to change at any time. Participant acknowledges and agrees that the electric bill to which the Solar Energy Credit is associated with the Participant's Subscription(s), shall reflect those rates and charges established or changed from time to time by Idaho Power. Participation in the Program shall not give Participant any increased or augmented right to contest or otherwise affect the determination of any rates or charges by Idaho Power for electric services.

Notice

All notices, requests, consents, and other communications under this Participation Agreement will be in writing to (i) Idaho Power via email at [csp@idahopower.com] or via U.S. regular mail to Idaho Power, P.O. Box 70, Boise, ID 83707, and (i) Participant at the email or mailing address set forth above in this Participation Agreement unless a different mailing address is provided by Participant in writing to Idaho Power.

Binding Effect

These Terms and Conditions shall bind and inure to the benefit of Participant and Idaho Power and permitted successors and assigns.

No Waiver

Neither Participant's, nor Idaho Power's failure to enforce any right or obligation with respect to any matter arising in connection with this Program shall constitute a waiver as to that matter or any other matter. If a Participant or Idaho Power at any time waives its rights with respect to a default under these Terms and Conditions or any other matters arising in connection with this Program, the waiver shall not be effective unless it is set forth in a written notice signed by the waiving party. A waiver with respect to one default or matter shall not be a waiver of any other default or matter.

Disclaimer of Warranties

Participant acknowledges that, except to the extent specifically stated herein, Idaho Power has not made any representation, warranty, or promise with respect to any aspect of the performance, condition, value, risks, or likelihood of success of the Program or the Subscriptions for which the Participant has applied herein. PARTICIPANT ACKNOWLEDGES AND AGREES THAT EXCEPT AS STATED IN THIS PARTICIPANT AGREEMENT, THE SUBSCRIPTION(S)

ENROLLED IN ARE MADE AVAILABLE “AS-IS,” AND WITHOUT WARRANTY OF ANY KIND. ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE.

Participant has not relied upon any advice from Idaho Power or any representative of Idaho Power as to the prudence of Participant’s participation in the Program. Participant understands that any questions or concerns about available tax credits, tax benefits, tax liability, incentives, and any other attributes of Participant’s participation in the Program, or any term or condition in this Participant Agreement should be raised with Participant’s tax or legal advisers or the appropriate governmental agencies.

Under no circumstances shall any Participant have a right to receive damages, whether compensatory, exemplary, or otherwise, and whether arising in contract, tort or by other legal theory, relating to this Participant Agreement or the Program in an amount that exceeds the amount of his, her, or its Subscription Fee paid to Idaho Power as of the date of the event of such loss, minus the amount of any and all Solar Energy Credits actually received by such Participant as of such date. In connection with any claims asserted under this Participant Agreement or otherwise in connection with the Program, Idaho Power may, without derogation or limitation of any other defenses available to Idaho Power and without waiver of any rights or claims Idaho Power might otherwise have against any person, terminate this Participant Agreement and the Participant's interest in the Program, and may pay, as the Participant's sole and exclusive remedy, an amount equal to the Subscription Fee paid by such Participant as of such termination date, minus the amount of any and all Solar Energy Credits received by or payable to Participant for his, her, or its participation in the Program from the date of this Participant Agreement until the termination date.

Indemnification for Breach of Participant Agreement

To the fullest extent permitted by law, Participant hereby releases and shall defend, indemnify, reimburse and hold harmless, Idaho Power, its successors, and assigns, and the directors, officers, employees, and agents of Idaho Power and its and their successors and assigns from, for, and against any and all claims, losses, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorney fees) whether actual or alleged arising out of or in connection with any breach of this Participant Agreement by Participant.

Force Majeure

Neither Participant nor Idaho Power shall be liable for any delay or failure to fulfill any obligation under this Participant Agreement due to circumstances beyond such party’s reasonable control which circumstances may include, but are not limited to, fire, flood, earthquake, elements of nature, riots, civil disorders, rebellions or revolutions in any country, changes in governmental rules, laws, regulations, ordinances, permits, or licenses, relating to this Participant Agreement or the Program, or any other cause beyond the reasonable control of such party.

Governing Law/Jurisdiction/Venue

This Participant Agreement shall be deemed to have been made in, and shall be construed under, the laws of the state of Idaho, without regard to the principles of conflicts of laws thereof.

Entire Agreement/Headings

This Participant Agreement, including the Terms and Conditions, together with any regulatory tariffs applicable to the Program, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, and all other communications between Idaho Power and Participant. The headings of the sections of this Participation Agreement are inserted for convenience only and shall not be deemed to constitute part of this Participation Agreement or to affect the construction thereof.

Counterparts

This Participation Agreement may be executed in two or more counterparts, each of which shall be considered an original, and which together constitute one and the same instrument.

Severability

Whenever possible, each provision of this Participation Agreement shall be interpreted so as to be effective and valid under applicable law. If any provision is adjudged to be invalid, the remaining provisions in this Participation Agreement shall remain in force.

Attorney's Fees

In the event that legal action arises between Idaho Power and Participant or their permitted successors or assigns relating to this Participation Agreement or the Program, the substantially prevailing party shall be entitled to recover attorney's fees and costs incurred in prosecution or defense of the legal action (including without limitation any fees on appeal).

Survival

Any obligation in this Participation Agreement, which may involve performance subsequent to termination of this Participation Agreement, or which cannot be ascertained or fully performed until after termination of this Participation Agreement, including without limitation, payment and indemnification obligations, shall survive.

Acknowledgment

Participant has read this Participation Agreement and has had an opportunity to consult legal counsel regarding the Terms and Conditions set forth herein.