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26-05007

Public Utilities Commission of Nevada
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Filed For: Google LLC

In accordance with NRS Chapter 719,
this filing has been electronically signed and filed
by: /s justina caviglia

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the filer attests to the authenticity of the electronic signature(s) contained therein.

This filing has been electronically filed and deemed to be signed by an authorized
agent or
representative of the signer(s) and
Google LLC

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8 **BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

9
10 Joint Application of Nevada Power Company
11 d/b/a NV Energy and Sierra Pacific Power
Company d/b/a NV Energy for approval of
12 their 2027-2029 Integrated Resource Plan,
2027-2029 Action Plan and 2027-2029
13 Energy Supply Plan

Docket No. 26-05007

14 **GOOGLE LLC'S RESPONSE TO THE EMERGENCY MOTION TO COMPEL**

15 Google LLC ("Google") hereby files its Response to Nevada Power Company d/b/a NV
16 Energy and Sierra Pacific Power Company d/b/a NV Energy (collectively "NV Energy") Motion
17 to Compel and for Expedited Treatment ("Motion") filed in the above-captioned docket on October
18 2, 2026. On Monday October 5, 2026, the Public Utilities Commission of Nevada ("Commission")
19 issued a procedural order setting a 2:00 p.m. deadline to the motion.

20 **BACKGROUND**

21 Google signed NV Energy's protective agreement on June 26, 2026. NV Energy's standard
22 protective agreement only protects NV Energy's confidential information in this Docket that is
23 provided to Google. Pursuant to NAC 703.5274, Regulatory Operation Staff ("Staff") and the
24 Bureau of Consumer Protection ("BCP") entered protective agreements with Google on July 14,
25 2026, and July 15, 2026, respectively. NV Energy has not entered a protective agreement with
26 Google for Google's confidential information in this Docket.

27 Staff's data request ("DR") 258 was propounded on Google on August 21, 2026. Google
28 responded to Staff DR 258 on September 4, 2026. In its response, Google included a confidential

1 attachment that was provided only to Staff and BCP pursuant to the protective agreements. The
2 confidential attachment included documentation provided to Google from NV Energy that included
3 customer specific information, including Google's load forecast. NV Energy did not request a copy
4 of Staff DR 258 until September 30, 2026.

5 Staff's confidential DRs 316 and 317 were propounded on Google on August 28, 2026.
6 Google responded to confidential DRs 316 and 317 on September 21, 2026. Both the questions
7 and the responses in DRs 316 and 317 were deemed confidential. Google provided the responses
8 to confidential DRs 316 and 317 to Staff and BCP pursuant to the protective agreements. NV
9 Energy did not request a copy of Staff confidential DRs 316 and 317 until September 30, 2026.

10 In their Tuesday, September 22, 2026, testimony Staff witnesses Karen Oleksy and Swetha
11 Venkat discussed these and other parties' confidential data request responses in their testimony and
12 included those data requests as exhibits to their testimony. The specific data requests included in
13 Ms. Oleksy's testimony include Confidential Response to Staff DRS 257, 258, 259, 261, 263, 264,
14 and 265. The data requests included in Ms. Venkat's testimony are Google's Confidential
15 Responses to Staff Confidential DRs 316 and 317.

16 On Wednesday, September 30, 2026, NV Energy sent an email requesting confidential
17 information from Google. Google opposed the request. On Friday, October 2, 2026, NV Energy
18 filed its motion to compel copies of the confidential discovery requests.

19 **LEGAL ARGUMENT**

20 In their motion to compel, NV Energy argues that they are entitled to all confidential
21 information in order to file rebuttal, and that "[t]he Companies are unable to develop their rebuttal
22 without access to information that, among other items, contains large load customers'
23 characterization of their communications with the Companies, development process of the
24 Companies' LLESA framework and Staffs recommendations based on this withheld information."¹
25 However, NV Energy does not cite to a single statute, regulation, or case law that compels
26
27

28 ¹ Page 2, lines 9-13.

1 disclosure of all confidential information, with or without a protective agreement, to them merely
2 because they are the applicant in this docket.

3 NV Energy, as the applicant, is not automatically entitled to receive confidential
4 information in this or any docket. NAC 703.527 through 703.5282 (“the regulations”) is clear. Any
5 party that wishes to receive confidential information from any other party must execute a protective
6 agreement.² NAC 703.680(12) also provides: “[i]f a party that is responding to a data request
7 believes that the response contains information which is commercially sensitive or which
8 constitutes a trade secret, the party may, before providing the response, request that a
9 confidentiality agreement be signed by specifying the grounds for the claim of confidential
10 treatment of the information.” Even Staff and BCP, who have an automatic right to participate in
11 the Docket, are not automatically entitled to receive confidential information without a protective
12 agreement. Specifically, NAC 704.5274(8) provides “[n]otwithstanding the other provisions of
13 this section, the Commission’s staff and the Consumer’s Advocate are entitled to receive
14 information designated as confidential in accordance with NAC 703.527 to 703.5282, inclusive, if
15 the Commission’s staff or the Consumer’s Advocate, as appropriate, has executed a protective
16 agreement.”

17 First, NV Energy has not executed a protective agreement with Google for Google’s
18 confidential information. Furthermore, prior to filing their motion to compel, NV Energy did not
19 request a protective agreement or even offer to sign a protective agreement.³ Without a protective
20 agreement in place, Google is not obligated to provide any confidential information to NV Energy
21 in the Docket.

22 If NV Energy had executed a protective agreement prior to the motion to compel with
23 Google, the attachment to Staff DR 258 could have been provided to NV Energy. The attachment
24 to that DR is a document that was produced by NV Energy and provided to Google as part of the
25

26 ² NAC 703.5278.

27 ³ On the morning of October 5, while this response was being draft, NV Energy responded to Ms.
28 Caviglia that they would execute a protective agreement. However, due to other issues in their
motion, Google has not had the chance to send a protective agreement for execution.

1 LLESA negotiation. This information was withheld from all parties, as it contains customer specific
2 information that is commercially sensitive to Google. If Google gave this information to NV
3 Energy as part of discovery in this case, without a protective agreement, Google is arguably waiving
4 its right to confidentiality under the regulations.

5 It should be noted that NV Energy has this document, as it was an attachment from an email
6 from NV Energy to Google. The email itself was included in redacted data request response. *See*
7 Attachment A, Redacted DR 258.

8 Second, even with a protective agreement in place, Google is still under no obligation to
9 provide all confidential responses to NV Energy or other intervenors in this case. As addressed in
10 the regulations and in Docket No. 25-07001, the Commission, Staff and BCP are able to seek
11 information from parties in these dockets that would normally not be provided.

12 The questions in Staff confidential DRs 316 and 317 were deemed confidential and so were
13 the responses. Both the questions and responses sought commercially sensitive information that
14 included both customer specific information, work product privileged information and attorney-
15 client privileged information.

16 Neither the questions nor the answers in Staff confidential DRs 316 and 317 contain
17 Google's characterization of their communications with NV Energy. Rather both the questions and
18 answers sought and provided information on Google's strategy and preferences with respect to the
19 LLESA. *See Venkat SV-28.*

20 The information provided in Staff confidential DRs 316 and 317 is commercially sensitive,
21 customer specific, and privileged under both the work product privilege and attorney client
22 privilege. This information would be detrimental to Google in any future negotiation or interaction
23 with NV Energy, as it would grant NV Energy insight into Google's strategies and preferences with
24 respect to service in Nevada and other states. This information would also be detrimental if
25 provided to other intervenors in this docket, parties which are in direct competition with Google.

26 Google would not have provided responses to either answer, had it known this information
27 would be provided to NV Energy.

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CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of October, 2026, I caused a true and correct copy of the foregoing document, Google LLC's Response to the Emergency Motion to Compel, to be served via e-mail to the following:

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EXHIBIT A

EXHIBIT A

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September 4, 2026

Via Electronic Mail

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Re: Docket No. 26-05007; Response to Staff's Data Request No. 258 – Redacted

Dear Ms. Cassity,

On behalf of Google LLC, please find enclosed Google's responses to Staff Data Requests No. 258 in the above-referenced matter.

Sincerely

/s/ Justina A. Caviglia

Justina Caviglia
Parsons Behle & Latimer
50 West Liberty Street, Suite 750
Reno, Nevada 89501
(775) 789-6559

Enclosure

**RESPONSE OF GOOGLE LLC ("GOOGLE") TO
STAFF'S DATA REQUEST 258**

STAFF – 258

1. Please state the date that you were first provided a form LLESA framework agreement, a copy of which is provided as Exhibit Wells-Direct-2.
2. Please state the date that you were first provided a draft of the LLESA.
3. If you were not provided a chance to sign either, please state the first time that you were made aware of the LLESA.

RESPONDER: DYLAN SULLIVAN

RESPONSE CONFIDENTIAL? NO

ATTACHMENTS CONFIDENTIAL? YES

JUSTIFICATION FOR CLAIM OF CONFIDENTIALITY: Please note that the Attachments include commercially sensitive information that Google has designated as confidential pursuant to NAC 703.5274. Pursuant to NAC 703.5274(8), Google will provide copies of the confidential materials to Staff and BCP upon the execution of a protective agreement. Google requests that this confidential information be maintained as confidential for a period of five (5) years or as long as lawfully allowed, whichever is longer. Confidential treatment of the designated information will not impair the ability of the parties to fully evaluate this Supplemental Filing. These communications contain non-public confidential commercial information regarding business negotiations and service matters disclosed pursuant to a Protective Agreement, the disclosure of which could result in competitive or commercial harm.

GOOGLE, LLC RESPONSE – 258:

1. April 14, 2025. Please see attached email from Janet Wells.
2. November 7, 2025. Please see attached email from Jeff Brigger, Jimmy Daghlion and Janet Wells.
3. N/A

From: **Briana Kobor** <bkobor@google.com>
Date: Mon, Apr 14, 2025 at 8:22 PM
Subject: Re: term sheet
To: Wells, Janet (NV Energy) <Janet.Wells@nvenergy.com>, Alina Gurova <agurova@google.com>
Cc: Brigger, Jeff (NV Energy) <Jeff.Brigger@nvenergy.com>, Pascal, Misha (NV Energy) <Mikael.Pascal@nvenergy.com>

+[Alina Gurova](#)

Thanks Janet. I am on vacation this week and am adding Alina in to help with the near term review.



On Mon, Apr 14, 2025 at 10:27 AM Wells, Janet (NV Energy) <Janet.Wells@nvenergy.com> wrote:

Briana,

NV Energy has prepared the attached term sheet for Google in preparation for the 2025 IRP and serving Google's needs. While I understand the current data doesn't support the discussions we've had recently for the accelerated ramp schedule, we will use this document to work to an agreement on general business principles that will guide our discussions. I have sent to you only at the outset and am happy to set up some time to discuss. We are working towards responses from our previous discussions particularly around the short term needs of the R&D in the north. Let me know some times you have this week and we can discuss.

Janet

This email, including attachments, may contain highly sensitive, confidential, proprietary or valuable information. It is intended only for the designated recipient(s) named above. Any unauthorized use, reproduction, forwarding or distribution of this transmission, including attachments, is prohibited. If you have received this communication in error, please immediately notify the sender and permanently delete any record of this transmission.

Redacted

From: **Wells, Janet (NV Energy)** <Janet.Wells@nvenergy.com>

Date: Fri, Nov 7, 2025, 16:22

Subject: NV Energy Agreement

To: Will Conkling <wconkling@google.com>, Alina Gurova <agurova@google.com>

Cc: Brigger, Jeff (NV Energy) <Jeff.Brigger@nvenergy.com>, Daghlia, Jimmy (NV Energy) <Jimmy.Daghlia@nvenergy.com>

Please find attached for your information NV Energy's form Large Load Electric Service Agreement (the Agreement). We intend to use this Agreement for customers as identified within a Rule 9 contract. We will follow up with you next week with more details around a calendar of deliverables, process for reviewing and negotiating the agreements, and a designated single point of contact for all communications moving forward. Providing the Agreement today ahead of the detailed schedule is in response to our commitment and meant to facilitate the start of your review. We look forward to working with you.

Jeff Brigger

Jimmy Daghlia

Janet Wells

This email, including attachments, may contain highly sensitive, confidential, proprietary or valuable information. It is intended only for the designated recipient(s) named above. Any unauthorized use, reproduction, forwarding or distribution of this transmission, including attachments, is prohibited. If you have received this communication in error, please immediately notify the sender and permanently delete any record of this transmission.

**FORM OF
[LGS-3 / GS-3]
LARGE LOAD
ELECTRIC SERVICE AGREEMENT¹**

[<insert customer name>]

This Large Load Electric Service Agreement (this “Agreement”) is made and entered into as of [<insert date>] (the “Execution Date”), by and between [Sierra Pacific Power Company / Nevada Power Company] d/b/a NV Energy, a Nevada corporation (“NV Energy”), and [<insert customer name>], a [<insert jurisdiction and entity type>] (“Customer”). Each of NV Energy and Customer also may be referred to herein as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, NV Energy provides bundled retail electric service in Nevada in accordance with Tariff Schedules (as defined below) filed with and approved by the Public Utilities Commission of Nevada (the “PUCN”);

WHEREAS, [Customer is in the process of constructing a [<insert customer-specific description of project>] that will be located at [<insert address>] (the “Project”), and Customer has requested that NV Energy provide the Project with bundled retail electric service]²;

WHEREAS, [Customer and NV Energy are parties to that certain Rule 9, Section B.2. High Voltage Distribution Agreement (Large Project), dated as of [<insert date>], agreement number [<insert agreement number>] (the “Facilities Construction Agreement”), pursuant to which, among other things (a) NV Energy has agreed to design, procure, construct, maintain and own the Utility-Owned Facilities (as such term is defined in the Facilities Construction Agreement) with respect to the Project, and (b) Customer has agreed to design, procure, construct, maintain and own the Applicant-Owned Facilities (as such term is defined in the Facilities Construction Agreement) with respect to the Project, in each case, all on the terms and subject to the conditions set forth in the Facilities Construction Agreement]³; and

WHEREAS, as of the Effective Date, NV Energy will provide the Project with bundled retail electric service pursuant to this Agreement, the GS-3 Tariff (as defined below) and other applicable provisions of the Tariff Schedules.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows.

² **Note to Draft:** Recital to be conformed to applicable Rule 9 agreement.

³ **Note to Draft:** Recital to be conformed to applicable Rule 9 agreement.

AGREEMENT

ARTICLE I. DEFINITIONS

1.1 Definitions. In this Agreement, each of the following terms shall have the following meanings:

“Affiliate” shall mean (a) with respect to NV Energy, Berkshire Hathaway Energy Company and its direct and indirect wholly-owned subsidiaries, and (b) with respect to Customer, any other Person who, directly or indirectly, Controls, is Controlled by, or is under common Control with, Customer. For clarity and avoidance of doubt, Berkshire Hathaway Inc. shall not be deemed an Affiliate of NV Energy and Berkshire Hathaway Energy Company for purposes of this Agreement.

“Agreement” shall have the meaning set forth in the preamble to this Agreement.

“Alternative Option 1 Short-Term Energy Product” has the meaning set forth in Section 5.1(c).

“Alternative Option 1 Short-Term Energy Rate” means all applicable rates based on the GS-3 Tariff, as determined by the PUCN, without duplication, plus a \$2/MWh administrative fee.

“Alternative Option 2 Short-Term Energy Product” has the meaning set forth in Section 5.1(c).

“Alternative Option 2 Short-Term Energy Rate” means a rate calculated by NV Energy for Short-Term Energy that includes (a) an energy charge based on NV Energy’s cost to serve the Project’s Connected Load in accordance with this Agreement utilizing available generation capacity from any electric generating facilities not owned by or contracted to, but otherwise available to, NV Energy, plus a \$2/MWh administrative fee, provided that such energy charge shall not be less than the sum of the BTER and DEAA rates for such Short-Term Energy; and (b) all BTER and DEAA rates for such Short-Term Energy, to the extent such BTER and DEAA rates are not included within clause (a) above.

“Applicable Law” shall mean all applicable laws of any Governmental Authority having authority over the Project or the Parties’ other business, including the then effective rules and regulations promulgated by the PUCN.

“Base Tariff Energy Rate” shall have the meaning set forth in the Tariff Schedules.

“Base Tariff General Rate” shall have the meaning set forth in the Tariff Schedules.

“Billing Period” shall have the meaning set forth in Rule No. 1 of the Tariff Schedules.

“BTER” shall mean the Base Tariff Energy Rate.

“BTGR” shall mean the Base Tariff General Rate.

“Business Day” shall mean any day except Saturday, Sunday or a weekday that banks in the State of Nevada are authorized or obligated to close.

“Connected Load” shall have the meaning set forth in Rule No. 1 of the Tariff Schedules.

“Control” of any Person shall mean the possession, directly or indirectly, of the power either to (a) vote fifty percent (50%) or more of the securities or interests having ordinary voting power for the election of directors (or other comparable controlling body) of such Person or (b) direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities or interests, by contract or otherwise, excluding in each case, any secured lender of such Person.

“Creditworthiness Requirements” shall have the meaning set forth in Section 6.1(a).

“Customer” shall have the meaning set forth in the preamble to this Agreement.

“Customer-Specific Generation Charge” means a charge payable by Customer to NV Energy to compensate NV Energy for investments in, and operation and maintenance of, new generating resources (including, without limitation, capacity, procurement, and integration costs) that are required to serve the Maximum Demand in accordance with this Agreement.

“DEAA” shall mean the Deferred Energy Accounting Adjustment.

“Deferred Energy Accounting Adjustment” shall have the meaning set forth in the Tariff Schedules.

“Effective Date” shall have the meaning set forth in Section 2.2.

“ESA Customer Security” shall have the meaning set forth in Section 6.1(a).

“ESA Overall Rate” means an overall rate calculated by NV Energy for Short-Term Energy and Long-Term Energy that includes (a) the Minimum Charge (including any applicable Customer Specific Facilities Charge(s), as set forth in the GS-3 Tariff); (b) all applicable charges for any BTGR, BTER and DEAA rates; (c) the Customer-Specific Generation Charge; (d) with respect to Short-Term Energy, the Market-Based Energy Rate, the Alternative Option 1 Short-Term Energy Rate and/or the Alternative Option 2 Short-Term Energy Rate; (e) with respect to Long-Term Energy, the Long-Term Energy Rate; (f) a franchise fee as set by the [<insert city/county>]; and (g) all other applicable rates, as determined by the PUCN, based on the GS-3 Tariff, provided that all other applicable rates will be assessed at the realized Project load levels.

“Event of Default” shall have the meaning set forth in Section 10.1.

“Excess Energy” means, solely with respect to a Generating Facility where Customer is obligated to pay for one hundred percent (100%) of the energy generated by such Generating

Facility, energy generated by such Generating Facility minus the energy served to the Project from such Generating Facility.

“Execution Date” shall have the meaning set forth in the preamble to this Agreement.

“Generating Facility” means one or more energy generating facilities from which NV Energy will procure or generate electric capacity and energy for Customer that is approved by the PUCN to serve customers pursuant to the PUCN Resource Approval.

“Governmental Authority” shall mean 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.

“GS-3 Tariff” shall mean [<Schedule LGS-3 (Large General Service - 3) / Schedule GS-3 (Large General Service)>] of the Tariff Schedules.⁴

“HVD Agreement” shall mean the [<Rule 9, Section B.2 High Voltage Distribution Agreement (Large Project), Agreement No. [_____] , dated as of [<date>], between [Sierra Pacific Power Company / Nevada Power Company] d/b/a NV Energy, a Nevada corporation, and [Customer]>].⁵

“Long-Term Energy” has the meaning set forth in Section 5.2(a).

“Long-Term Energy Rate” means (a) a fixed rate of \$[<insert price>]/MWh for the hours and loads the applicable Generating Facility is in production, plus (b) all BTER and DEAA rates for hours and loads during non-production hours, as described in Section 5.2(c), as it may be adjusted pursuant to Section 5.2(b).

“Long-Term Energy Supply Commencement Date” means the date that the applicable Generating Facility has achieved commercial operation, as determined by NV Energy.

“Long-Term Energy Supply Period” shall have the meaning set forth in Section 5.2(a).

“Market-Based Energy Product” has the meaning set forth in Section 5.1(b).

“Market-Based Energy Rate” means a rate calculated by NV Energy for Short-Term Energy based on Platts Megawatt Daily Day-Ahead, Mead On-Peak and Off-Peak or other similar indices. The Market-Based Energy Rate will include (a) an energy charge comprised of (i) fixed prices and volumes (which may include fixed price MW blocks consisting of a 24 hour by 7 day defined MW block applicable to all months with a minimum term of twelve (12) rolling months or such other products as the Parties may mutually agree) and (ii) market-based day-ahead Platts

⁴ **Note to Draft:** To be conformed based on the Project location (i.e., the northern or southern NV Energy service territory).

⁵ **Note to Draft:** To be conformed to the applicable HVD Agreement.

Megawatt Daily Mead index rates for residual volumes (i.e., the difference between the metered volume and any fixed price MW blocks applicable to the delivery period), calculated as the sum of (x) Platts Megawatt Daily Day-Ahead Mead On-Peak price multiplied by the metered volume during the On-Peak period and (y) the Platts Megawatt Daily Day-Ahead Off-Peak price multiplied by the metered volume during the Off-Peak period for such residual volumes⁶; (b) a \$2/MWh administrative fee; (c) all BTGR rates based on the GS-3 Tariff; and (d) all BTER and DEAA rates for such Short-Term Energy, to the extent such BTER and DEAA rates are not included within clause (a) above.

“Maximum Demand” shall have the meaning set forth in Section 4.2.

“Minimum Demand” shall have the meaning set forth in Section 4.4.

“MW” means megawatt.

“MWh” means megawatt-hour.

“NV Energy” shall have the meaning set forth in the preamble to this Agreement.

“OFAC” shall have the meaning set forth in Section 12.1(a).

“OFAC Sanctions Lists” shall have the meaning set forth in Section 12.1(a).

“Outside Effective Date” shall have the meaning set forth in Section 2.1.

“Party” or “Parties” shall have the meaning set forth in the preamble to this Agreement.

“Person” shall mean any individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, Governmental Authority or any other form of entity.

“Prohibited Country” and “Prohibited Countries” shall have the meanings set forth in Section 12.2.

“Project” shall have the meaning set forth in the recitals to this Agreement.

“PUCN” shall have the meaning set forth in the recitals to this Agreement.

“PUCN Approval Date” shall mean the date as of which all of the PUCN Approvals have been obtained.

“PUCN Approvals” shall mean, collectively, the PUCN ESA Approval and the PUCN Resource Approval.

⁶ On-Peak and Off-Peak are defined per the “NAESB Inadvertent Interchange On and Off Peak Period,” as applicable to the Western Interconnection. See: www.naesb.org for more information on On and Off Peak Periods.

“PUCN ESA Approval” shall mean a final order issued by the PUCN that (a) approves this Agreement, in form and substance reasonably satisfactory to NV Energy and Customer, and which (b) 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.

“PUCN Replacement Resource Approval” means a final order issued by the PUCN that (a) approves the Replacement Resource Procurement Agreement or Replacement Generating Facility (as applicable) from which NV Energy will procure or generate electric capacity and energy for Customer, in form and substance satisfactory to NV Energy in its sole discretion, and which (b) 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.

“PUCN Resource Approval” means a final order issued by the PUCN that (a) approves the Resource Procurement Agreement or new Generating Facility (as applicable) from which NV Energy will procure or generate electric capacity and energy for Customer, in form and substance satisfactory to NV Energy in its sole discretion, and which (b) 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.

“Ramp Demand” shall have the meaning set forth in Section 4.3.

“Ramp Period” shall have the meaning set forth in Section 3.1.

“Ramp Schedule” shall have the meaning set forth in Section 4.3.

“Refund Amount” shall have the meaning set forth in Section 3.3(b).

“Refund Period” shall have the meaning set forth in Section 3.3(b).

“Replacement Generating Facility” means one or more energy generating facilities from which NV Energy will procure or generate electric capacity and energy for Customer pursuant to a Replacement Resource Procurement Agreement that is approved by the PUCN to serve customers pursuant to the PUCN Replacement Resource Approval.

“Replacement Resource Procurement Agreement” one or more agreements entered into by NV Energy to replace a terminated Resource Procurement Agreement and pursuant to which NV Energy shall obtain the right to provide electric capacity and energy from the applicable Replacement Generating Facility to serve the Project’s Connected Load up to the Maximum Demand in accordance with this Agreement.

“Resource Procurement Agreement” means one or more agreements entered into by NV Energy and pursuant to which NV Energy shall obtain the right to provide electric capacity and energy from the applicable Generating Facility to serve the Project’s Connected Load up to the Maximum Demand in accordance with this Agreement.

“Security Termination Date” shall have the meaning set forth in Section 6.1(c).

“Short Term Avoided Cost” means the long term avoided costs for the applicable period filed with the PUCN pursuant to NV Energy’s most recently approved Integrated Resource Plan filing minus the capacity costs.

“Short-Term Energy” shall have the meaning set forth in Section 5.1(a).

“Short-Term Energy Supply Period” shall have the meaning set forth in Section 5.1(a).

“Tariff Schedules” shall have the meaning set forth in Rule No. 1 of the NV Energy [<Tariff No. 1-B / Tariff No. Electric No. 1>]⁷, as amended from time to time, which Tariff Schedules are incorporated by reference into this Agreement.

“Term” shall have the meaning set forth in Section 3.1.

“Termination Date” shall have the meaning set forth in Section 3.2.

“Termination Notice” shall have the meaning set forth in Section 3.2.

“Termination Payment” shall mean an amount equal to (x) the aggregate Minimum Demand with respect to the Project *multiplied by* (y) the ESA Overall Rate, from the Termination Date through the end of the Term, excluding BTER, DEAA, and all other applicable rates, as determined by the PUCN, based on the GS-3 Tariff, provided that all other applicable rates are assessed at the realized Project load levels.

“Transferee” shall have the meaning set forth in Section 13.3.

“UFLPA” shall have the meaning set forth in Section 12.1(a).

ARTICLE II.

CONDITIONS TO EFFECTIVENESS; EFFECTIVE DATE; CERTAIN COVENANTS

2.1 Conditions to Effectiveness. Except with respect to the provisions of Article I, this Article II, Article VIII, Article XI and Article XIII, which provisions are effective as of the Execution Date, the effectiveness of this Agreement is expressly subject to the satisfaction of each of the following conditions:

(a) The PUCN ESA Approval shall have been obtained and shall be in full force and effect. For the avoidance of doubt, (i) if this Agreement is approved by the PUCN but such approval includes terms, conditions or modifications that are not reasonably satisfactory to both NV Energy and Customer, the PUCN ESA Approval shall be deemed not to have been obtained,

⁷ **Note to Draft:** To be conformed based on the Project location (i.e., the northern or southern NV Energy service territory).

and (ii) if this Agreement is approved by the PUCN as filed and without additional terms, conditions or modifications, the PUCN ESA Approval shall be deemed to have been obtained.

(b) The PUCN Resource Approval shall have been obtained and shall be in full force and effect. For the avoidance of doubt, if the Resource Procurement Agreement or new Generating Facility (as applicable) from which NV Energy will procure or generate electric capacity and energy for Customer is approved by the PUCN but such approval includes terms, conditions or modifications that are not satisfactory to NV Energy in its sole discretion, the PUCN Resource Approval shall be deemed not to have been obtained.

(c) The HVD Agreement shall be in full force and effect, and there are no events or conditions existing which, with or without notice or the lapse of time, or both, have constituted or could constitute a breach or default by Customer under the terms and conditions of the HVD Agreement.

(d) [<insert such other conditions as may be necessary for a given Customer>].

For the avoidance of doubt, no aspect of this Agreement, other than the provisions of Article I, this Article II, Article VIII, Article XI and Article XIII, shall have any effect unless and until each of the foregoing conditions has been satisfied. If all of the foregoing conditions have not been satisfied by [<insert date>] (the “Outside Effective Date”), it is expressly agreed that this Agreement, without further action by either Party, shall become void and of no force or effect as if it had not been entered into.

2.2 Effective Date. For purposes of this Agreement, the “Effective Date” is the date as of which (a) each of the conditions set forth in Section 2.1 has been satisfied and (b) the Project has received permanent electric service from NV Energy under the GS-3 Tariff.

2.3 Certain Covenants.

(a) PUCN ESA Approval. Following the Execution Date, NV Energy shall use commercially reasonable efforts to obtain the PUCN ESA Approval; provided that if the PUCN ESA Approval is not obtained, NV Energy shall not be obligated to undertake further efforts to obtain the PUCN ESA Approval.

(b) PUCN Resource Approval. Following the Execution Date, NV Energy shall use commercially reasonable efforts to obtain the PUCN Resource Approval; provided that if the PUCN Resource Approval is not obtained, NV Energy shall not be obligated to undertake further efforts to obtain the PUCN Resource Approval.

(c) Customer Support for PUCN Approvals. Following the Execution Date, (i) Customer, at its sole cost and expense, shall reasonably cooperate with NV Energy and support NV Energy’s efforts in obtaining the PUCN Approvals, which cooperation and support may include, at Customer’s discretion, Customer filing a petition for leave to intervene in the applicable PUCN proceedings in support of NV Energy’s filings for the PUCN Approvals, and (ii) if Customer does intervene in such PUCN proceedings, Customer shall not file any documents in any such PUCN proceedings in opposition to such filings.

(d) [<insert such other covenants as may be necessary for a given Customer>].

(e) Confidentiality.

(i) Neither Party shall disclose the content of this Agreement, or disclose any information exchanged between the Parties related to this Agreement, except to its Affiliates and advisors, without the prior written consent of the other Party except as required by Applicable Law, by any court or other Governmental Authority, but only to the extent that, based upon reasonable advice of counsel, a Party is required to do so and prior to making such disclosure, the Party shall, to the extent legally permitted, provide the other Party with prompt notice of such disclosure. Notwithstanding the above, NV Energy may disclose this Agreement and information exchanged related to the content of this Agreement to the PUCN, its regulatory operations staff, and the Office of the Attorney General, Bureau of Consumer Protection for purposes of obtaining the PUCN Approvals or to otherwise advance the purposes of this Agreement, and any such disclosures shall not constitute “public statements” or “public filings” for purposes of this Agreement.

(ii) Public Announcements. The Parties will consult with each other before issuing, and provide each other the reasonable opportunity to review, comment upon and concur with, any press release or other public statements with respect to this Agreement or the transactions contemplated hereby, and shall not issue any such press release or make any such public statement prior to such consultation, unless required by Applicable Law, pursuant to the order of a court or administrative body, or required by the rules of a national securities exchange. In the event that a Party concludes that it is required by Applicable Law or relevant securities exchange rules, or the order of a court or administrative body, to make a public statement with respect to this Agreement or the transactions contemplated hereby, or to make any public filing with respect thereto, including any filing with the Securities and Exchange Commission, such Party will promptly provide to the other Party for review a copy of any such press release, statement or filing, and will not issue any such press release, or make any such public statement or filing, prior to such consultation and review unless required by Applicable Law, pursuant to the order of a court or administrative body, or required by the rules of a national securities exchange.

ARTICLE III.

TERM; TERMINATION; TERMINATION PAYMENT

3.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of [<insert number of years>]⁸ calendar years after the Effective Date (the “Term”), unless earlier terminated in accordance with this Agreement. The Term is comprised of (a) a transitional load period during which Customer shall add Project load prior to achieving the Maximum Demand (the “Ramp Period”) of [<insert number of years>] calendar years from and after the Effective Date, and (b) a period of [<insert number of years>] calendar years from and after the end of the Ramp Period.

⁸ **Note to Draft:** The Total term of this Agreement is to be a period of not less than ten (10) years after the Effective Date. The Term will be comprised of (a) the Ramp Period (which will be a time period that aligns with the anticipated Long-Term Energy Supply Commencement Date) and (b) a time period from and after the end of the Ramp Period, such that the total Term is a period of not less than ten (10) years.

3.2 Elective Termination by Customer. Customer may elect to terminate this Agreement, at any time from and after the Long-Term Energy Supply Commencement Date, upon delivery of written notice of such election (a “Termination Notice”) to NV Energy not less than thirty-six (36) months prior to the effective date of the termination specified in the Termination Notice (the “Termination Date”). For the avoidance of doubt, Customer shall have no right to terminate this Agreement during the Short-Term Energy Supply Period pursuant to this Section 3.2.

3.3 Termination Payment; Mitigation and Refund of Termination Payment.

(a) Termination Payment. If Customer terminates this Agreement pursuant to Section 3.2, Customer shall pay to NV Energy the Termination Payment promptly, and in any event not more than thirty (30) days, after the Termination Date, by wire transfer of immediately available federal funds to an account located in the United States as NV Energy may specify by notice. For illustrative purposes only, an example calculation of the Termination Payment is provided in Exhibit E.

(b) Mitigation and Refund of Termination Payment. Commencing on the date of delivery of the Termination Notice and continuing until the Termination Date (the “Refund Period”), NV Energy shall use commercially reasonable efforts to mitigate the amount of the Termination Payment, which efforts are expressly limited to NV Energy providing bundled retail electric service, up to the Minimum Demand, to one or more customers, if available, pursuant to electric service agreements with such customers and the GS-3 Tariff (or other tariffs applicable to large load customers). For purposes of this Agreement, the “Refund Amount” is the aggregate net amount received by NV Energy in connection with the preceding sentence. Within thirty (30) days after December 31 of the calendar year in which Customer has paid to NV Energy the Termination Payment, NV Energy shall pay to Customer the Refund Amount received by NV Energy during the Refund Period, by wire transfer or ACH of immediately available federal funds to an account of Customer located in the United States or by check from NV Energy in good and immediately available funds; provided that in no event shall the Refund Amount exceed the Termination Payment.

ARTICLE IV.
ELECTRIC SERVICE; MAXIMUM DEMAND; MINIMUM DEMAND; ESA OVERALL RATE

4.1 Tariff Service. During the Term, NV Energy shall provide to the Project, and Customer shall pay NV Energy for, bundled retail electric service up to the Maximum Demand pursuant to and in accordance with this Agreement, the GS-3 Tariff and other applicable provisions of the Tariff Schedules; provided that if, during the Term, NV Energy obtains all required consents and approvals, in form and substance satisfactory to NV Energy in its sole discretion, with respect to a new tariff schedule or rider under which Customer would be eligible to receive bundled retail electric service, (a) Customer shall have the right to request to receive such electric service under the applicable new tariff schedule or rider, and (b) if Customer so requests, the Parties shall use commercially reasonable efforts to either (i) amend this Agreement to reflect Customer’s receipt of such electric service under the applicable new tariff schedule or rider, on terms and conditions reasonably satisfactory to the Parties, or (ii) enter into applicable new agreements with respect to each of the foregoing, in form and substance reasonably satisfactory to the Parties. For the

avoidance of doubt, if the Parties do not mutually agree on such amendments or new agreements, Customer shall continue to receive bundled retail electric service pursuant to and in accordance with this Agreement, the GS-3 Tariff and other applicable provisions of the Tariff Schedules.

4.2 Maximum Demand; Reduction in Maximum Demand. Customer's highest level of Connected Load to be served by NV Energy under this Agreement during the Term is [~~insert load amount in MW~~>] (the "Maximum Demand").

4.3 Ramp Schedule and Ramp Demand. Customer's ramp schedule ("Ramp Schedule") identifying the level of Maximum Demand during each quarter of the Ramp Period (such quarterly values, "Ramp Demand") is set forth in Article VII. NV Energy shall use commercially reasonable efforts to deliver energy to the Project up to the Ramp Demand set forth in the Ramp Schedule, subject to the terms and conditions of this Agreement.

4.4 Minimum Demand; ESA Overall Rate. Irrespective of Customer's actual demand in a given month, Customer is obligated to pay the ESA Overall Rate with respect to (A) at least ninety percent (90%) of the Ramp Demand during each month of the Ramp Period, and (B) at least ninety percent (90%) of the Maximum Demand during each month of the Term from and after the end of the Ramp Period (collectively, the "Minimum Demand"). For the avoidance of doubt, Customer is obligated to pay the ESA Overall Rate for the greater of (x) the actual metered demand for the applicable Billing Periods and (y) the Minimum Demand. For illustrative purposes only, example calculations of the ESA Overall Rate (during both the Short-Term Energy Supply Period and the Long-Term Energy Supply Period) are provided in Exhibits B-D.

ARTICLE V. ENERGY SUPPLY; FORECAST

5.1 Short-Term Energy Supply.

(a) Procurement and Payment. Commencing on the Effective Date and continuing until the Long-Term Energy Supply Commencement Date (the "Short-Term Energy Supply Period"), NV Energy shall use commercially reasonable efforts to procure, on behalf of Customer, electric capacity and/or energy (as applicable) to serve the Project's Connected Load, up to (i) during the Ramp Period, the applicable Ramp Demand, and (ii) following the Ramp Period, the Maximum Demand ("Short-Term Energy"), and Customer shall pay to NV Energy, as part of the ESA Overall Rate, the Market-Based Energy Rate, the Alternative Option 1 Short-Term Energy Rate or the Alternative Option 2 Short-Term Energy Rate, whichever is applicable, with respect to Short-Term Energy. Invoices shall be provided to Customer on a monthly basis by the method or methods authorized by the Tariff Rules and shall be paid by Customer in accordance with the payment terms set forth therein.

(b) Market-Based Energy Product. During the Short-Term Energy Supply Period, NV Energy in its sole discretion may offer, and if offered by NV Energy Customer shall be supplied with, energy pursuant to a market-based index product based on the Platts Megawatt Daily Day-Ahead, Mead On-Peak and Off-Peak or other similar indices (a "Market-Based Energy Product"). The rate to be charged to Customer for a Market-Based Energy Product shall be the Market-Based Energy Rate. For illustrative purposes only, an example calculation of the Market-Based Energy Rate is provided in Exhibit A.

(c) Alternative Option Short-Term Energy Products. Notwithstanding Section 5.1(b) above, during the Short-Term Energy Supply Period, NV Energy in its sole discretion may offer, and if offered by NV Energy Customer may elect to be supplied with, electric capacity and energy from (i) one or more electric generating facilities owned by, or contracted to, NV Energy (the “Alternative Option 1 Short-Term Energy Product”), provided that NV Energy has determined that there is sufficient excess electric capacity and energy at such generating facilities to serve the Project’s Connected Load in accordance with this Agreement, or (ii) one or more electric generating facilities not owned by or contracted to, but available to, NV Energy (the “Alternative Option 2 Short-Term Energy Product”), provided that NV Energy has determined that there is sufficient excess electric capacity and energy at such generating facilities to serve the Project’s Connected Load in accordance with this Agreement. The rate to be charged to Customer for an Alternative Option 1 Short-Term Energy Product shall be the Alternative Option 1 Short-Term Energy Rate, and the rate to be charged to Customer for an Alternative Option 2 Short-Term Energy Product shall be the Alternative Option 2 Short-Term Energy Rate. For illustrative purposes only, example calculations of the Alternative Option 1 Short-Term Energy Rate and the Alternative Option 2 Short-Term Energy Rate is provided in Exhibit A.

(d) Change in Energy Products. If NV Energy, in its sole discretion, offers the Market-Based Energy Product, the Alternative Option 1 Short-Term Energy Product or the Alternative Option 2 Short-Term Energy Product (as applicable) to Customer, Customer may elect to change between the Market-Based Energy Product, the Alternative Option 1 Short-Term Energy Product and the Alternative Option 2 Short-Term Energy Product, provided that Customer may not make such a change more than once during each twelve (12) month period, and each such election shall be for a minimum period of twelve (12) months. Customer must provide written notice to NV Energy no later than sixty (60) days prior to the end of the then-current twelve (12) month period to make such an election. For the avoidance of doubt, if such written notice is not received by NV Energy by the date that is no later than sixty (60) days prior to the end of the then-current twelve (12) month period, the then-existing Market-Based Energy Product, the Alternative Option 1 Short-Term Energy Product or the Alternative Option 2 Short-Term Energy Product (as applicable) shall remain in place for the following twelve (12) month period.

(e) Curtailment during Grid Emergency. During the Short-Term Energy Supply Period, Customer acknowledges and agrees that up to one hundred percent (100%) of the Project’s Connected Load may be curtailed upon the occurrence of and during the pendency of a Grid Emergency. For purposes of this Agreement, a “Grid Emergency” means (i) a declaration of an Energy Emergency Alert (as defined in the North American Electric Reliability Corporation (NERC) standards) of Level 1 or greater, (ii) identification of an event that is threatening or limiting, or could threaten or limit, NV Energy’s transmission system capability, including line or transformer overloads, or (iii) the occurrence of any other event or action that NV Energy determines requires curtailment of electric service in order to maintain the reliability, integrity or safety of NV Energy’s transmission system. If the Project’s Connected Load is curtailed due to a Grid Emergency, Customer’s obligation to pay the ESA Overall Rate with respect to the greater of (x) the actual metered demand for the applicable Billing Periods and (y) the Minimum Demand shall be suspended during the period of the Grid Emergency and such obligation shall resume upon the cessation of the Grid Emergency. NV Energy shall cooperate in good faith with Customer in determining the maximum number of hours in a calendar year that the Project’s Connect Load may be curtailed, including taking into account the air permitting requirements of the Project.

5.2 Long-Term Energy Supply.

(a) Procurement and Payment. Commencing on the Long-Term Energy Supply Commencement Date and continuing through the Term (the “Long-Term Energy Supply Period”), NV Energy shall use commercially reasonable efforts to procure, on behalf of Customer, electric capacity and energy from the applicable Generating Facility to serve the Project’s Connected Load and to meet the State of Nevada’s Renewable Portfolio Standard, up to (i) during the Ramp Period, the applicable Ramp Demand, and (ii) following the Ramp Period, the Maximum Demand (“Long-Term Energy”), and Customer shall pay to NV Energy, as part of the ESA Overall Rate, the Long-Term Energy Rate (as it may be adjusted pursuant to Section 5.2(b)) with respect to the Long-Term Energy. Invoices shall be provided to Customer on a monthly basis by the method or methods authorized by the Tariff Rules and shall be paid by Customer in accordance with the payment terms set forth therein.

(b) Long-Term Energy Rate Adjustment. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Long-Term Energy Rate shall be adjusted to reflect any increase in the cost to NV Energy of the applicable Generating Facility, which increase in cost will be reflected in the Long-Term Energy Rate beginning on the date of the next monthly invoice to be provided to Customer following such increase in cost and continuing for the remainder of the Term. NV Energy shall provide Customer with written notice of any such increase in cost, and the resulting change to the Long-Term Energy Rate, within ten (10) Business Days after any such increase in cost occurs. NV Energy shall use commercially reasonable efforts to avoid or mitigate an increase in the cost of the applicable Generating Facility and the resulting Long-Term Energy Rate; provided, however, that the foregoing covenant shall not restrict NV Energy from entering into any amendment, modification or supplement to any Resource Procurement Agreement (including with respect to the cost of the applicable Generating Facility).

(c) Long-Term Energy Rate Calculation. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the Long-Term Energy Rate reflects the fixed rate for the applicable Generating Facility for the hours and loads the applicable Generating Facility is in production, plus all BTER and DEAA rates for the hours and loads during non-production hours. NV Energy shall provide Customer with written notice of any increase in production hours cost, and the resulting change to the Long-Term Energy Rate, within ten (10) Business Days after any such increase in cost occurs. For illustrative purposes only, an example calculation of the Long-Term Energy Rate is provided in Exhibit A.

5.3 Forecast. Within thirty (30) days after the Effective Date, Customer shall provide NV Energy with a non-binding, forward-looking, five-year monthly forecast (the “Forecast”). Customer shall update the Forecast annually and deliver such updated Forecast to NV Energy no later than six (6) months prior to the end of the period covered by the then-existing Forecast; provided that, in the event that Customer becomes aware of any material changes to the then-existing Forecast, Customer shall update such Forecast and deliver such updated Forecast to NV Energy as soon as is reasonably practicable. If Customer fails to deliver an updated Forecast to NV Energy as provided in this Section 5.3, Customer agrees that NV Energy shall use and be entitled to rely on the last Forecast received from Customer. For the avoidance of doubt, Customer’s obligation to provide the Forecast to NV Energy pursuant to this Section 5.3 shall be in addition to any other forecast that Customer is required to provide to NV Energy pursuant to

any other agreement between Customer and NV Energy. All Forecasts shall be delivered to the Vice President, Integrated Resource Planning of NV Energy (or such other individual as NV Energy may designate in writing) in accordance with Section 13.1.

5.4 Effect of Termination of Resource Procurement Agreement or Failure of Generating Facility to Deliver Energy and Capacity.

(a) In the event that (x) prior to the date that the Generating Facility has achieved commercial operation, the Resource Procurement Agreement is terminated for any reason other than a material breach or default by NV Energy, or (y) after the Generating Facility has achieved commercial operation, the Generating Facility is not delivering sufficient energy and capacity, the following provisions will apply:

(i) NV Energy will be excused from its obligations under this Agreement to procure Long-Term Energy on behalf of Customer for a period of up to five (5) years, commencing on the date that the Resource Procurement Agreement is terminated or the date that the Generating Facility is not delivering sufficient energy and capacity (as applicable), and the Parties shall mutually determine a revised Long-Term Energy Supply Commencement Date.

(ii) NV Energy will instead use commercially reasonable efforts to procure Short-Term Energy on behalf of Customer, and Customer shall pay NV Energy the Market-Based Energy Rate, the Alternative Option 1 Short-Term Energy Rate or the Alternative Option 2 Short-Term Energy Rate (as applicable) with respect to such Short-Term Energy in accordance with Section 5.1, commencing on the date that the Resource Procurement Agreement is terminated or the date that the Generating Facility is not delivering sufficient energy and capacity (as applicable) and ending on the revised Long-Term Energy Supply Commencement Date.

(iii) Commencing on the revised Long-Term Energy Supply Commencement Date and continuing through the remaining Term, NV Energy shall use commercially reasonable efforts to procure Long-Term Energy on behalf of Customer, and Customer shall pay NV Energy the Long-Term Energy Rate (as it may be adjusted pursuant to Section 5.5(a) below) with respect to such Long-Term Energy, in accordance with Section 5.2.

5.5 Effect of Replacement Procurement Agreement or Replacement Generating Facility.

(a) In the event that the Resource Procurement Agreement is terminated or the Generating Facility is not delivering sufficient energy and capacity, NV Energy shall use commercially reasonable efforts to enter into a Replacement Resource Procurement Agreement or identify a Replacement Generating Facility and to obtain the PUCN Replacement Resource Approval. If NV Energy enters into a Replacement Resource Procurement Agreement and the PUCN Replacement Resource Approval is obtained, the Parties agree that the Long-Term Energy Rate shall be adjusted to reflect any increase or decrease in the cost to NV Energy of the applicable Replacement Generating Facility as compared with the cost to NV Energy of the applicable

Generating Facility (as the Long-Term Energy Rate may have been adjusted pursuant to Section 5.2(b)). NV Energy shall use commercially reasonable efforts to avoid or mitigate a significant increase in the Long-Term Energy Rate in connection with the Replacement Generating Facility; provided, however, that the foregoing covenant shall not restrict NV Energy from entering into any Replacement Resource Procurement Agreement.

(b) In the event that NV Energy does not enter into a Replacement Resource Procurement Agreement, or if the PUCN Replacement Resource Approval is not obtained:

(i) if the Resource Procurement Agreement was terminated during the Short-Term Energy Supply Period, each of the Parties shall have the right to terminate this Agreement upon written notice to the other Party, and Customer shall be liable for its payment obligations that arose prior to the date of termination, and

(ii) if after achieving commercial operation the Generating Facility was not delivering sufficient energy and capacity (and, therefore, the Long-Term Energy Supply Period commenced), Customer shall have the right to terminate this Agreement pursuant to Section 3.2 and if Customer terminates this Agreement, Customer shall be liable for both (A) its payment obligations that arose prior to the date of termination and (B) the payment of the Termination Payment pursuant to Section 3.3.

5.6 Excess Energy. NV Energy will purchase Excess Energy from Customer at a rate equivalent to its Short Term Avoided Cost. Alternatively, NV Energy may, at its election, purchase from Customer Excess Energy at a rate equivalent to the higher of (a) seventy-five percent (75%) of its weighted average of the per kWh levelized cost of energy for NV Energy's most recent PUCN-approved renewable energy facilities for comparable periods, or (b) its Short Term Avoided Cost. The settlement for such Excess Energy purchase will take place monthly as part of the next regularly scheduled invoice. The Short Term Avoided Cost used for monthly settlement will be equal to the annual average of the hourly Short Term Avoided Cost. During the first billing cycle of a calendar year, an adjustment payment will be calculated to true-up the Short Term Avoided Cost reflecting the hourly granularity for each instance when the purchase of Excess Energy occurred.

ARTICLE VI. CUSTOMER SECURITY

6.1 ESA Customer Security.

(a) On or prior to the Effective Date, Customer shall provide to NV Energy, and thereafter maintain, financial security for its obligations under this Agreement in an amount equal to the aggregate applicable Minimum Demand *multiplied by* the ESA Overall Rate for the remaining Term, as determined by NV Energy (the "ESA Customer Security"); provided, however, that Customer shall not be obligated to provide the ESA Customer Security to NV Energy on or before the PUCN Approval Date if Customer has, as of the PUCN Approval Date, both (i) a credit rating with respect to Customer's long-term, senior, unsecured, non-credit-enhanced indebtedness of (A) not lower than "A-" from S&P Global Ratings (or any successor) and (B) not lower than "A3" from Moody's Investor Services, Inc. (or any successor), and (ii) liquidity greater

than ten (10) times the aggregate Minimum Demand *multiplied by* the ESA Overall Rate for the Term (collectively, the “Creditworthiness Requirements”), as reasonably determined by NV Energy. In the event that Customer was not required to provide the ESA Customer Security to NV Energy as of the PUCN Approval Date pursuant to the preceding sentence and Customer ceases to satisfy the Creditworthiness Requirements at any time during the Term, Customer shall have a period of thirty (30) days in which to comply with the Creditworthiness Requirements before Customer is obligated to provide the ESA Customer Security to NV Energy. If Customer has not achieved compliance with the Creditworthiness Requirements within such thirty (30) day period, Customer shall be obligated to provide to NV Energy, and thereafter maintain, the ESA Customer Security.

(b) The ESA Customer Security shall be in the form of either (i) a letter of credit issued by a financial institution reasonably satisfactory to NV Energy and in form and substance reasonably satisfactory to NV Energy, (ii) a cash deposit to be held by NV Energy or (iii) a guaranty from an Affiliate of Customer (so long as such Affiliate initially satisfies, and during the Term continues to satisfy, the Creditworthiness Requirements) in form and substance reasonably satisfactory to NV Energy. For the avoidance of doubt, the Parties agree that any ESA Customer Security shall be available to NV Energy to satisfy any failure by Customer to comply with its obligations under this Agreement.

(c) Any ESA Customer Security shall remain outstanding and in full force and effect until the earlier of (i) the end of the Term, or (ii) the date upon which NV Energy has received full payment by Customer for any Termination Payment in accordance with this Agreement (such earlier date, the “Security Termination Date”).

(d) Upon the occurrence of the Security Termination Date, (i) in the case of a letter of credit, NV Energy shall, within thirty (30) days after the Security Termination Date, return the remaining balance of such letter of credit to Customer, (b) in the case of a cash deposit, NV Energy shall, within thirty (30) days after the Security Termination Date, refund the remaining balance of such cash deposit to Customer, by wire transfer or ACH of immediately available federal funds to an account of Customer located in the United States or by check from NV Energy in good and immediately available funds, and (c) in the case of a guaranty from an Affiliate of Customer, NV Energy shall, within thirty (30) days after the Security Termination Date, return such guaranty to Customer.

ARTICLE VII. RAMP PERIOD; RAMP SCHEDULE; RAMP DEMAND⁹

7.1 Ramp Period. The Ramp Period shall be [<insert number of years>] calendar years.

7.2 Ramp Schedule and Ramp Demand. The Ramp Schedule and cumulative Ramp Demand during the Ramp Period is as follows:

[Year 1]	[Year 2]	[Year 3]	[Year 4]
-----------------	-----------------	-----------------	-----------------

⁹ **Note to Draft:** Ramp Period, Ramp Schedule and Ramp Demand to be conformed to Customer’s Project.

1Q: [] MW	1Q: [] MW	1Q: [] MW	1Q: [] MW
2Q: [] MW	2Q: [] MW	2Q: [] MW	2Q: [] MW
3Q: [] MW	3Q: [] MW	3Q: [] MW	3Q: [] MW
4Q: [] MW	4Q: [] MW	4Q: [] MW	4Q: [] MW

[Year 5]	[Year 6]	[Year 7]
1Q: [] MW	1Q: [] MW	1Q: [] MW
2Q: [] MW	2Q: [] MW	2Q: [] MW
3Q: [] MW	3Q: [] MW	3Q: [] MW
4Q: [] MW	4Q: [] MW	4Q: [] MW

ARTICLE VIII. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Each Party hereby represents and warrants to the other Party, as of the Execution Date and as of the Effective Date (except as otherwise expressly provided below), as follows:

8.1 Organization; Authority; Binding Obligation. Such Party is duly formed, validly existing and in good standing, as applicable, under the Applicable Laws of the jurisdiction of its formation. Such Party has the requisite entity power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to complete the transactions contemplated by this Agreement. The execution and delivery by such Party of this Agreement and the performance by such Party of its obligations hereunder have been duly authorized by all requisite entity action on the part of such Party. This Agreement has been duly executed and delivered by such Party and, assuming due authorization, execution, and delivery by the other Party, this Agreement constitutes a legal, valid, and binding obligation of such Party, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity.

8.2 No Conflicts. The execution and delivery of this Agreement by such Party does not, and the performance by such Party of its obligations under this Agreement, shall not:

(a) conflict with or result in a violation or breach of any of the terms, conditions or provisions of such Party's organizational documents;

(b) result in a material default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any material agreement (with or without notice or lapse of time or both) to which such Party is a party;

(c) conflict with or result in a material violation or breach of any term or provision of any Applicable Law applicable to such Party;

(d) require the consent, authorization or approval of any Person (other than a Governmental Authority), except for such consents, authorizations and approvals as have been obtained as of the Effective Date; or

(e) require any filing with, or permit, consent, authorization or approval of, any Governmental Authority, except for the PUCN Approvals.

8.3 Legal Proceedings. There is no action, suit or proceeding that is (a) outstanding or pending to which such Party or any of its Affiliates is a party or (b) to such Party's knowledge, threatened in writing against such Party or any of its Affiliates or any of its or their respective assets and properties, in each case, which challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement or the performance by such Party of its obligations under this Agreement.

8.4 Compliance with Laws. Such Party is not in violation of or in default under any Applicable Law where the effect of which to such Party, individually or in the aggregate, would reasonably be expected to have a material adverse effect on such Party.

ARTICLE IX. CERTAIN COVENANTS OF THE PARTIES

9.1 Covenants of NV Energy.

(a) [<insert such covenants as may be necessary for a given Customer>].

9.2 Covenants of Customer.

(a) No Alternative Provider. During the Term of this Agreement, Customer agrees that NV Energy shall be the sole and exclusive provider of electric service to the Project.

(b) [<insert such other covenants as may be necessary for a given Customer>].

ARTICLE X. DEFAULT; REMEDIES

10.1 Events of Default. Each of the following shall be an "Event of Default" under this Agreement:

(a) If, after the Effective Date, NV Energy fails to provide bundled retail electric service pursuant to and in accordance with the terms of this Agreement; provided, however, that such failure shall not be considered an Event of Default in the event of a resource or transmission outage that requires curtailment of service in order to maintain reliability, system integrity or safety;

(b) If Customer fails to pay any amount when due in accordance with the GS-3 Tariff or this Agreement, as applicable, within the period specified in the GS-3 Tariff or this Agreement (or within forty-five (45) days after such amount is due when no other period is specified in the GS-3 Tariff or this Agreement), provided that NV Energy shall provide written

notice of such non-payment to Customer and Customer shall have fifteen (15) days in which to cure such non-payment;

(c) If either Party is in material breach of any representation or warranty set forth herein or fails to perform any covenant, agreement or other material obligation set forth in this Agreement, including the covenants of the Parties set forth in Section 2.3 (other than failure to pay referenced in Section 10.1(b)), 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 (i) the defaulting Party is unable to cure such breach, (ii) failure is not cured within such thirty (30) day period but such Party is diligently pursuing a cure, and (iii) the material breach cannot reasonably be cured within such thirty (30) day period; or

(d) If either Party files any voluntary petition in bankruptcy, or any of such Party's creditors files an involuntary petition, which involuntary petition remains undischarged for a period of thirty (30) days.

10.2 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. In addition to the cure periods specified in Section 10.1(c), unless another cure period is specified in this Agreement, the defaulting Party shall have thirty (30) days from the date the defaulting Party receives written notice of an Event of Default to cure the Event of Default. If the Event of Default is not cured within such thirty (30)-day period, or another cure period specified in this Agreement, the non-defaulting Party may provide notice to the defaulting Party that this Agreement has been terminated. The termination shall be effective in accordance with the notice provisions of this Agreement. The defaulting Party shall remain liable for any obligations that the defaulting 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 10.3.

10.3 Remedies.

(a) In General. Subject to Sections 10.1 and 10.2, 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).

(b) Termination Payment. In the event this Agreement is validly terminated by NV Energy in connection with an Event of Default of Customer pursuant to Section 10.2, in addition to Customer remaining liable for its obligations prior to the date of termination, Customer shall be liable for payment to NV Energy of the Termination Payment to mitigate any potential cost to NV Energy associated with such termination; provided that the provisions of Section 3.3(b) shall not apply in the event of such termination.

ARTICLE XI. DISPUTE RESOLUTION; GOVERNING LAW; VENUE

11.1 Dispute Resolution. Any dispute or claim arising under this Agreement which is not resolved in the ordinary course of business shall be referred to a panel consisting of a senior executive (President or a Vice President) of NV Energy and Customer, with authority to decide or resolve the matter in dispute, for review and resolution. Such senior executives shall meet and in good faith attempt to resolve the dispute within thirty (30) days. If the Parties are unable to resolve a dispute pursuant to this Section 11.1, then each Party may exercise any right or remedy available to it under this Agreement or Applicable Law.

11.2 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, ENFORCED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

11.3 Venue. In the event the PUCN has jurisdiction over a civil action or remedy brought under this Agreement, the Parties agree that they will first seek to initiate such action before the PUCN. In the event the PUCN lacks jurisdiction over such a dispute, the Parties agree the dispute will be brought in the U.S. District Court for the District of Nevada. In the event the federal court lacks jurisdiction over such a dispute, the Parties agree the dispute will be brought in the state district court in [Washoe/Clark] County, Nevada. The Parties agree not to initiate any legal action against the other Party except in the jurisdictions as provided in this Section 11.3.

11.4 Waiver of Trial by Jury. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

ARTICLE XII. OFAC; PROHIBITED REGIONS; CYBERSECURITY

12.1 OFAC Restrictions.

(a) Customer represents and warrants that neither Customer, any Affiliate of Customer, nor any partner, joint venturer, or strategic alliance participant of Customer or any Affiliate of Customer, nor any officer, director, employee, agent, lobbyist or representative of Customer or any Affiliate of Customer is (i) on, or has any ownership interest in any entity on, any sanction list maintained and published by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including the Specially Designated Nationals and Blocked Persons List and Consolidated Sanctions List maintained and published by OFAC and available at <https://sanctionslist.ofac.treas.gov/Home/index.html> (collectively, the "OFAC Sanctions Lists"), (ii) does business in violation of any OFAC sanctions program set forth at <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>, (iii) does business in violation of any Applicable Law regarding sanctioned

individuals, or (d) operating or acting under any alias or pseudonym to avoid detection as a person or entity on any OFAC Sanctions Lists or Uyghur Forced Labor Prevention Act (“UFLPA”) sanctions list.

(b) Customer is prohibited from and shall not, either directly or indirectly, involve or engage in any manner any person or entity that is on any OFAC Sanctions Lists or UFLPA sanctions list, whether as a partner, joint venturer, strategic alliance participant, officer, director, employee, agent, lobbyist, representative, contractor, subcontractor, vendor, consultant, supplier, materialman or any other role or relationship of any kind. Customer shall remain up-to-date with recent actions and updates by OFAC and Uyghur Forced Labor Prevention Action Operational Guidance for Importers and shall immediately notify NV Energy at any time it learns that a representation or warranty made in Section 12.1(a) is no longer accurate or that it is in breach of its covenants in this Section 12.1(b). Customer will fully comply and cooperate with NV Energy in any inquiry, request or investigation concerning Customer initiated by OFAC, and will defend, indemnify, and hold harmless NV Energy and its Affiliates, and each of their officers, directors, employees, attorneys, agents, successors and assigns from and against any and all judgments, amounts paid in settlement, damages, fines, penalties, deficiencies, liabilities, losses or expenses (including interest, court costs, reasonable fees and expenses of attorneys, accountants and other experts or other reasonable expenses of litigation or other proceedings or of any claim, default or assessment) arising from or related to any failure or violation of Customer’s warranties, representations, or obligations under Section 12.1(a) or Section 12.1(b). For the avoidance of doubt, Customer shall not be in breach of this Section 12.1 if any Person with whom Customer engages or conducts business is subsequently placed on the OFAC Sanctions List or UFLPA sanctions list so long as Customer takes all actions required by Applicable Law promptly upon learning that such Person has been placed on the OFAC Sanctions List or UFLPA sanctions list.

12.2 State or Government-Owned Enterprises or Companies. Neither Customer nor any Affiliate of Customer shall have any of its ownership interest owned by any Person owned or controlled by the countries of Afghanistan, Angola, Yemen, Sudan, Syria, Uganda, Crimea Region of Ukraine, Russia, Iran, Chad, China, Congo, Venezuela, Somalia, Iraq, Libya or North Korea or any other country that NV Energy may identify by written notice to Customer from time to time based on reasonable concerns of doing business, directly or indirectly, with a Person having any of its ownership interest owned or controlled by such other country (each, a “Prohibited Country” and in the case of more than one Prohibited Country, the “Prohibited Countries”). Customer shall immediately notify NV Energy at any time it learns that it is in breach of its covenants in this Section 12.2. For the avoidance of doubt, Customer shall not be in breach of this Section 12.2 if NV Energy subsequently identifies a country as a Prohibited Country and at that time Customer or an Affiliate of Customer shall have any of its ownership interest owned by a Person owned or controlled by such country so long as Customer takes all actions, if any, required by Applicable Law promptly upon learning of the same.

12.3 Cybersecurity. Customer shall comply in all respects with the requirements in Exhibit F.

ARTICLE XIII. MISCELLANEOUS

13.1 Notices.

(a) Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under this Agreement must be in writing and delivered personally, transmitted by electronic mail, or 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:

If to NV Energy (other than with respect to delivery of Forecasts), to:

NV Energy
7155 S. Lindell Road, MS B13RE
Las Vegas, NV 89118
Attention: [_____]
Email: [_____]

with a copy to:

NV Energy
6226 W. Sahara Ave., M/S 2
Las Vegas, NV 89146
Attention: General Counsel
Email: legal@nvenergy.com

If to NV Energy (solely with respect to delivery of Forecasts), to:

NV Energy
6100 Neil Rd.
Reno, NV 89511
Attention: Janet Wells, Vice President, Integrated Resource Planning
Email: janet.wells@nvenergy.com

If to Customer, to:

[_____]
Attn: [_____]
[_____]
[_____]
Email: [_____]

with a copy to:

[_____]
Attn: [_____]
[_____]
[_____]

Email: [_____]

Each Party may change the Person or address to which notices will be sent or delivered by similar notice sent or delivered in like manner to the other Party.

(b) 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) upon acknowledgement of receipt, if delivered by telecopier or electronic mail; (c) on the third (3rd) Business Day after the date of mailing if mailed by certified mail; or (d) 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.

13.2 Limitation of Liability. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NO PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS OR LOSS OF REVENUE, WHETHER BY STATUTE, IN TORT, COMMON LAW, STRICT LIABILITY OR CONTRACT OR OTHERWISE. THIS PROVISION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

13.3 Assignment. Without the prior written consent of the other Party, which shall not be unreasonably withheld, delayed or conditioned, neither Party may assign, delegate or otherwise transfer to any third party (a “Transferee”), whether by contract, operation of law or otherwise, including in connection with any reorganization, merger or consolidation in which the other Party is not the surviving entity, this Agreement or any of a Party’s rights or obligations under this Agreement. Any assignment, delegation or other transfer in breach of this Section 13.3 will be void and of no effect. As a condition to any granting of a Party’s written consent, (a) the Transferee must agree to assume all obligations of such Party under this Agreement pursuant to a written agreement in form and substance reasonably satisfactory to the other Party and (b) if Customer is the transferor, the ESA Customer Security (if any) must remain in full force and effect in accordance with its terms and without change due to such assignment, delegation or other transfer (or new or replacement ESA Customer Security is provided by the Transferee). Notwithstanding the foregoing, either Party may assign, delegate or otherwise transfer this Agreement or any of a Party’s rights or obligations under this Agreement to its Affiliate(s), so long as (x) such Affiliate(s) agree to assume all obligations of such Party under this Agreement pursuant to a written agreement in form and substance reasonably satisfactory to the other Party and (y) if Customer is the transferor, the ESA Customer Security (if any) remains in full force and effect in accordance with its terms and without change due to such assignment, delegation or other transfer (or new or replacement ESA Customer Security is provided by such Affiliate(s)).

13.4 Binding Effect. This Agreement and the rights and obligations of the Parties contained herein shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Parties.

13.5 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.

13.6 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.

13.7 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 provided in Section 13.2.

13.8 Incorporation of Tariff Schedules; Conflict with Tariff Schedules. The Tariff Schedules are incorporated by reference into this Agreement. To the extent of any inconsistency between this Agreement and the Tariff Schedules, the terms and conditions of this Agreement shall control.

13.9 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.

13.10 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. The Parties acknowledge that any change, modification or amendment to this Agreement may require approval of the PUCN.

13.11 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, including but not limited to a final order by the PUCN, the other portions or provisions of this Agreement will remain valid and enforceable. Any voided 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. Without limitation, nothing in this Section 13.11 shall be construed to waive the conditions or the provisions set forth in Section 2.1.

13.12 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.

13.13 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.

13.14 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Clark 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.

13.15 No Construction Against Drafting Party. The language used in this Agreement is the product of both Parties' efforts and each Party hereby irrevocably waives the benefits of any rule of contract construction that disfavors the drafter of a contract or the drafter of specific words in a contract.

13.16 Business Formation. Nothing in this Agreement creates a partnership, joint venture or other similar business construct between the Parties.

13.17 Counterparts. 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.

13.18 Time of Essence. Time is of the essence with respect to all obligations of the Parties hereunder.

13.19 PUCN Jurisdiction. Customer acknowledges that certain services provided by NV Energy, including services provided under this Agreement, are subject to the terms and conditions of the Tariff Schedules on file and in effect with the PUCN and PUCN rules and regulations. Customer further acknowledges that, notwithstanding Section 13.10, the charges and rates under this Agreement will be revised by the PUCN from time to time in a NV Energy general rate case or similar ratemaking proceeding.

[Signature page follows.]

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

NV ENERGY:

[Sierra Pacific Power Company / Nevada Power Company] d/b/a NV Energy, a Nevada corporation

By: _____

Name: _____

Title: _____

CUSTOMER:

[<insert customer name>],
a [<insert jurisdiction and entity type>]

By: _____

Name: _____

Title: _____

EXHIBIT A

Example Calculations of ESA Energy Rates

Short-Term and Long-Term Energy Rate Calculation Examples

Indicative Sample of Market-Based Short-Term Energy Rate Calculation

Market Block Purchase Price	\$0.05000/kWh
Day of Market Price	\$0.04000/kWh
Administrative Charge	\$0.00200/kWh
Total Market Rate	\$0.09200/kWh

Indicative Sample of Alternative Option 2 Short Term Energy Rate Calculation

Short-Term Contract Price	\$0.09000/kWh
Administrative Charge	\$0.00200/kWh
Short-Term Energy Rate - Alternative Option 2	\$0.09200/kWh

Indicative Sample of Long-Term Energy Rate Calculation

Incremental Price of Applicable Generation	\$0.05000/kWh
Administrative Charge	\$0.00200/kWh
Total Long-Term Energy Rate	\$0.05200/kWh

EXHIBIT B

Example Calculation of ESA Overall Rate with Market-Based Energy Rate

Short Term Overall Rate - Market Energy Option
Representative Customer

Otherwise Applicable
Schedule Rate
LGS-3P
(7/1/2025 Rate)

Category	Billing Determinants	
Basic Service Charge, per month	Premise count	\$ 214.10
Additional Meter Charge per additional meter per month	AMC Count	\$ 99.75
Customer Specific Facilities Charge, per month		Updated each General Rate Case
Facilities Charge all kW per kW	Max(Actual kW, 90% Forecasted kW)	\$ 2.50
BTGR Consumption Charge per kWh*		
Summer On-Peak Period	Max(Actual kWh, 90% Forecasted kWh)	\$ 0.09759
Summer Off-Peak Period	Max(Actual kWh, 90% Forecasted kWh)	\$ 0.00246
Winter	Max(Actual kWh, 90% Forecasted kWh)	\$ 0.00706
Demand Charge per kW*		
Summer On-Peak Period	Max(Actual kW, 90% Forecasted kW)	\$ 7.60
Winter	Max(Actual kW, 90% Forecasted kW)	\$ 1.25
Short Term Energy Rate*		
Customer Specific Generation Charge, per month	100% Forecasted kWh for any Block Purchase Max(Actual-Block kWh, 90% Forecasted-Block kWh) Max(Actual kWh, 90% Forecasted kWh)	Block Price Non-Block Price 2.00
*Forecasted kW and kWh applies an 80% load factor to the monthly Forecast provided by the Customer	Begins on Effective Date, updated each General Rate Case	Incremental cost of applicable generating facility(\$)

Applicable Rate Components

Base Tariff Energy Rate (BTGR)	\$	0.05085
Deferred Energy Accounting Adjustment (DEAA)	\$	0.00736
Renewable BTGR (R-BTGR)		Inc. in BTGR
Renewable Energy Program Rate (REPR)	\$	(0.00020)
Temporary Renewable Energy Development (TRED)	\$	0.00036
Energy Efficiency (EE)	\$	0.00244
Universal Energy Charge (UEC)	\$	0.00039
Natural Disaster Protection Program (NDPP)	\$	0.00179
Expanded Solar Access Program (ESAP)	\$	0.00005
Wildfire Self-Insurance (pending filing)		TBD
Franchise Fee Tax		5.0%

Exhibit B

EXHIBIT C

Example Calculations of ESA Overall Rate with Alternative Option 1 Short-Term Energy Rate and Alternative Option 2 Short-Term Energy Rate

Alternative Option 1 Short-Term Energy Rate:

Short Term Overall Rate - Alternative Option 1 Short Term Energy Rate
Representative Customer

Category	Billing Determinants	Otherwise Applicable Schedule Rate LGS-3P (7/1/2025 Rate)	
			Incremental cost of applicable generating facility(s)
Basic Service Charge, per month	Premise count	\$	214.10
Additional Meter Charge per additional meter per month	AMC Count	\$	99.75
Customer Specific Facilities Charge, per month			Updated each General Rate Case
Facilities Charge all kW per kW	Max(Actual kW, 90% Forecasted kW)	\$	2.50
BTGR Consumption Charge per kWh*			
Summer On-Peak Period	Max(Actual kWh, 90% Forecasted kWh)	\$	0.09759
Summer Off-Peak Period	Max(Actual kWh, 90% Forecasted kWh)	\$	0.00246
Winter	Max(Actual kWh, 90% Forecasted kWh)	\$	0.00706
Demand Charge per kW*			
Summer On-Peak Period	Max(Actual kW, 90% Forecasted kW)	\$	7.60
Winter	Max(Actual kW, 90% Forecasted kW)	\$	1.25
Short Term Energy Rate*	Max(Actual kWh, 90% Forecasted kWh)	\$	2.00
Customer Specific Generation Charge, per month	Begins on Effective Date, updated each General Rate Case		
*Forecasted kW and kWh applies an 80% load factor to the monthly Forecast provided by the Customer			
Applicable Rate Components			
Base Tariff Energy Rate (BTGR)	Max(Actual kWh, 90% Forecasted kWh)	\$	0.05085
Deferred Energy Accounting Adjustment (DEAA)	Max(Actual kWh, 90% Forecasted kWh)	\$	0.00736
Renewable BTGR (R-BTGR)			Inc. in BTGR
Renewable Energy Program Rate (REPR)	Actual kWh	\$	(0.00020)
Temporary Renewable Energy Development (TRED)	Actual kWh	\$	0.00036
Energy Efficiency (EE)	Actual kWh	\$	0.00244
Universal Energy Charge (UEC)	Actual kWh	\$	0.00039
Natural Disaster Protection Program (NDPP)	Actual kWh	\$	0.00179
Expanded Solar Access Program (ESAP)	Actual kWh	\$	0.00005
Wildfire Self-Insurance (pending filing)	Actual kWh	\$	TBD
Franchise Fee Tax			5.0%

Exhibit C

EXHIBIT D

Example Calculation of ESA Overall Rate with Long-Term Energy Rate

Long Term Overall Rate
Representative Customer

Otherwise Applicable
Schedule Rate
LGS-3P

Billing Determinants		Otherwise Applicable Schedule Rate LGS-3P (7/1/2015 Rate)
Category	Premise count AMC Count	214.10 99.75
Basic Service Charge, per month		\$
Additional Meter Charge per additional meter per month		\$
Customer Specific Facilities Charge, per month		
Facilities Charge all kW per kW	Max(Actual kW, 90% Forecasted kW)	Updated each General Rate Case 2.50
BTGR Consumption Charge per kWh*		
Summer On-Peak Period	Max(Actual kWh, 90% Forecasted kWh)	\$ 0.09739
Summer Off-Peak Period	Max(Actual kWh, 90% Forecasted kWh)	\$ 0.00246
Winter	Max(Actual kWh, 90% Forecasted kWh)	\$ 0.00706
Demand Charge per kW*		
Summer On-Peak Period	Max(Actual kW, 90% Forecasted kW)	\$ 7.60
Winter	Max(Actual kW, 90% Forecasted kW)	\$ 1.25
Long Term Energy Rate*		
	Max(Actual kWh, 90% Forecasted kWh, 100% facility output)	Incremental fixed price of applicable generating facility(s)
	Max(Actual kWh, 90% Forecasted kWh)	\$ 1.00
Customer Specific Generation Charge, per month		
*Forecasted kW and kWh applies an 80% load factor to the monthly Forecast provided by the Customer	Begins on Effective Date, updated each General Rate Case	Incremental cost of applicable generating facility(s)
Applicable Rate Components		
Base Tariff Energy Rate (BTER)	Max(Actual kWh, 90% Forecasted kWh)	\$ 0.05085
Deferred Energy Accounting Adjustment (DEAA)	Max(Actual kWh, 90% Forecasted kWh)	\$ 0.00736
Renewable BTER (R-BTER)		Inc. in BTER
Renewable Energy Program Rate (REPR)	Actual kWh	(0.00020)
Temporary Renewable Energy Development (TRED)	Actual kWh	0.00036
Energy Efficiency (EE)	Actual kWh	0.00244
Universal Energy Charge (UEC)	Actual kWh	0.00039
Natural Disaster Protection Program (NDPP)	Actual kWh	0.00179
Expanded Solar Access Program (ESAP)	Actual kWh	0.00005
Wildfire Self-Insurance (pending filing)	Actual kWh	TBD
Franchise Fee Tax		5.0%

Exhibit D

EXHIBIT E

Example Calculation of Termination Payment

Termination Payment = (Minimum Demand (in kWh) * ESA Overall Rate) – (Minimum Demand (in kWh) * (BTER + DEAA + other applicable rates))

EXHIBIT F

Cybersecurity Requirements

[see attached]