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26-04026

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Application of SV RNO Property Owner 1, LLC for a Permit to Construct the Proposed South Valley Generation Facility in Storey County, Nevada	Docket No. 26-04026
and	and
Application of PR RNO Property Owner 1, LLC for a Permit to Construct the Peru Ridge Self-Generation Project in Storey County, Nevada	Docket No. 26-04027

Corrected Direct Testimony of Zoe Harrold

on behalf of

Nevadans for Clean Affordable Reliable Energy (NCARE)

July 8, 2026

SECTION 1

Introduction

1. Q: Please state your name, occupation, and business address.

A: My name is Zoe Harrold. I work for Western Resources Advocates, or WRA, as the Senior Policy Advisor for WRA's Clean Energy Program in Nevada.

2. Q: Please describe your professional experience and education.

A: I began working with WRA in May 2026. Prior to my employment at WRA I served as an energy policy analyst consultant and intervenor in California Public Utilities Commission, or CPUC, energy policy proceedings since 2015 on behalf of the Green Power Institute, or GPI. My work for GPI included serving as the lead policy analyst on Distribution Resource Planning, Integrated Resource Planning, Renewable Portfolio Standard, or RPS, and Wildfire Mitigation Planning proceedings. I also participated in California's High Distributed renewable Energy Resource Planning proceeding at the CPUC, focusing on grid improvements for DER integration.

My efforts in the CPUC RPS and IRP proceedings included advocacy for advancing and synchronizing IRP emissions reduction targets and RPS clean energy mandates, proactive procurement planning to support the clean energy transition, and repowering renewables slated to retire from the resource stack baseline as a resource bridge.

As an intervenor in California's electric utility wildfire risk mitigation planning proceeding, which fell under the purview of both the CPUC and the California Natural Resources Agency, or CNRA, I supported more comprehensive risk mitigation planning and proactive risk mitigation. I also served as a member of the risk modeling working group where I identified model design shortcomings and facilitated improvements in risk modeling methods applied to guide widespread grid hardening investments. I hold a Bachelor of Science in Environmental Science with a Minor in Chemistry, and a Doctor of Philosophy in Earth Sciences focused on chemical processes. Please see Attachment ZH-1 for my resumé.

3. Q: On whose behalf are you testifying in this proceeding?

A: I am testifying on behalf of Nevadans for Clean Affordable Reliable Energy, or NCARE. NCARE is a nonprofit cooperative that includes public interest entities that share a common interest in conserving the natural environment, public health, and consumer interests through the expanded use of clean energy resources, and which have Nevada-resident members, donors, and supporters. The members include Western Resources Advocates, Nevada Chapter of the American Institute of Architects, Defend Our Desert, Nevada Conservation League, Progressive Leadership Alliance of Nevada, Sierra Club, and Southwest Energy Efficiency Project. NCARE's mission, per the Articles of Association, is to present information on the environmental, public health, and economic impacts of energy use and policy in Nevada, and to advocate for energy plans and policies that best serve the environmental, public health, and economic interest of Nevadans, including recovery of costs associated with such plans and policies.

4. Q: Have you testified in front of the Public Utilities Commission of Nevada before?

A: I have not. This is my first time testifying in front of the Commission.

5. Q: What is the purpose of your testimony?

A: The purpose of my testimony is to provide NCARE's position and recommendations regarding the consolidated Applications of PR RNO Property Owner 1, LLC for a permit to construct the proposed Peru Ridge, or PR, Self-Generation Project, totaling 218 MW of natural gas powered reciprocating engines and approximately 16.4 MW of diesel-fueled black-start engines; and of SV RNO Property Owner 1, LLC for a permit to construct the proposed South Valley, or SV, Generation Facility, totaling 144 MW of natural gas-fueled reciprocating engines plus 5.5 MW as diesel-fueled engines, to power data centers in Storey County, Nevada, under the authority of the Utility Environmental Protection Act, or UEPA. I will refer to the proposed facilities collectively as the "Projects." In my testimony I will explain why the Commission should deny the UEPA permit requests of SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC to construct the proposed South Valley and Peru Ridge generating facilities, respectively.

6. Q: Please summarize your testimony.

A: First, I will offer a summary of the purpose of the Projects and the basis for evaluation. Then, I will address the nature of the probable effect on the environment for these large, pollution emitting facilities, and explain that the applicants have failed to fully account for the environmental effects by filing applications that do not disclose reasonably adequate or complete information about project impacts. Next, I will provide a review on how the applications for the proposed greenhouse gas emitting facilities, which do not include renewable energy production, have failed to substantiate that they are needed to ensure reliable service to customers in Nevada or even the proposed data center campuses. Then I will explain how the need for the facilities, on balance, does not outweigh the reported adverse effect on the environment. After that, I will report on how the facilities also do not represent the minimum adverse effect on the environment considering the state of available technology and the nature and economics of various alternatives. Lastly, for these reasons, and as set forth in greater detail below, I will explain why the applications do not serve the public interest. As it pertains to public interest, I will also cover uncertainty about the Applicants' characterization of the proposed generation facilities.

7. Q: Are you sponsoring any attachments with this testimony?

A: Yes, I am sponsoring the following attachments:

- Attachment ZH-1 – Resumé of Zoe Harrold
- Attachment ZH-2 – Excerpts from PR RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package
- Attachment ZH-3 – Excerpts from SV RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package
- Attachment ZH-4 – Applicants' Response to NCARE 1-16
- Attachment ZH-5 – Applicants' Response to NCARE 1-15
- Attachment ZH-6 – Reply by Applicants' to NCARE's Response in Opposition to Applicants' Motion to Dispense with Hearing
- Attachment ZH-7 – Applicants' Response to NCARE 1-19 and 1-20
- Attachment ZH-8 – SV RNO Property Owner 1, LLC Response to Staff-4
- Attachment ZH-9 - Docket No. 26-05027, Application of SPPC dba NV Energy for Approval of LLESA with PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC, Wells Direct, Exhibit 2

- Attachment ZH-10 - Docket No. 26-05027, Application of SPPC dba NV Energy for Approval of LLESA with PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC, Wells Direct, Exhibit 3
- Attachment ZH-11 – Applicants' Response to Staff-5
- Attachment ZH-12 – Applicants' Response to NCARE 2-22 and 2-23
- Attachment ZH-13 – Applicants' Response and Objection to NCARE 1-23

SECTION 2

Purpose of the facilities and basis for evaluation

8. Q: What are the intended uses of the South Valley and Peru Ridge Facilities?

A. Applicants have stated that they intend to use the PR and SV generating facilities to provide electric service to Fleet Data Centers' Peru Ridge and South Valley data center campuses at the Tahoe Reno Industrial Center, or TRIC. The facilities would operate for an anticipated period of two to three years until NV Energy, the monopoly electric utility authorized by the Commission to provide electric utility service in the location of the Pertu Ridge and South Valley data center campuses, can deliver permanent utility service to the sites. [1,2]

9. Q: What factors should the Commission consider in evaluating the request to approve the Applications for the PR and SV gas facilities?

A: The Commission should consider the required findings from the UEPA statute, especially:

- NRS 704.890(1)(a) The nature of the probable effect on the environment;

[1] Docket No. 26-04026, UEPA Application of SV RNO Property Owner 1, LLC, p. 2.
[2] Docket No. 26-04027, UEPA Application of PR RNO Property Owner 1, LLC, p. 2.

- NRS 704.890(1)(b) If the utility facility emits greenhouse gases and does not use renewable energy as its primary source of energy to generate electricity, the extent to which the facility is needed to ensure reliable utility service to customers in this State;
- NRS 704.890(1)(c) That the need for the facility balances any adverse effect on the environment;
- NRS 704.890(1)(d) That the facility represents the minimum adverse effect on the environment, considering the state of available technology and the nature and economics of the various alternatives; and
- NRS 704.890(1)(g) That the facility will serve the public interest, including as defined in NAC 703.423.

10. Q: Are any other statutes relevant to the Commission evaluation?

A: Yes, there are three that are relevant to serving the public interest. They include: the statewide greenhouse gas emissions reduction statute established by SB 254 (2019); the Renewable Portfolio Standard, or RPS, as updated by SB 358 (2019); and NRS 702.020(2) regarding the definition of a “public utility”. The statewide greenhouse gas emission reduction targets apply to all economic sectors. Regardless of Applicants’ designation, achieving greenhouse gas emission reductions in alignment with state targets is critical to determining whether the Projects will serve the public interest per the UEPA statute. Nevada RPS statute applies specifically to each “provider of electric service” according to the definition and the requirements in NRS 704.7821. It is also relevant to consider whether Applicants qualify as a “public utility” according to Nevada statute as it pertains to Commission regulation.

SECTION 3

The nature of the probable effect on the environment

11. Q: You mentioned that the proposed generating facilities are "large." Can you provide us with context on how the Peru Ridge and South Valley Projects' capacities compare to annual natural gas generation facilities in the U.S.?

A: Yes, framing the size of the proposed facilities is necessary to understand the environmental impact. As a recap, the proposed Peru Ridge and South Valley generation facilities total 218 MW and 144 MW in natural gas fueled reciprocating engines, respectively, plus an additional 16.4 and 5.5 MW in diesel-fueled black start engine generators.[3,4,5] Together this totals 362 MW of natural gas capacity proposed to operate essentially 8,760 hours per year, or 24 hours per day, 365 days per year, at 100 percent load.[6,7,8] The individual and total capacities rival utility scale natural gas generation facilities. In the U.S. upwards of

[3] Docket No. 26-04027, UEPA Application of PR RNO Property Owner 1, LLC, p. 5.
[4] Docket No. 26-04026, UEPA Application of SV RNO Property Owner 1, LLC, p. 2.
[5] Black start diesel engines capacity is derived based on the reported number of engines per project times the nameplate capacity of 1,370 kW for each engine. The Peru Ridge application inconsistently reports 6 or 12 engines for the Peru Ridge facility. Twelve (12) engines were used in the calculation for the Peru Ridge facility and 4 engines for the South Valley facility.
[6] PR RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the Peru Ridge Technology Facility located in Sparks, Nevada, ATTACHMENT B PERMIT APPLICATION REPORT, p. 14, provided as Attachment ZH-2. The OPTC Air Permit Application was filed with Nevada Division of Environmental Protection, or NDEP, and can be found by searching the online database at https://ndep-onbase.nv.gov/. This OPTC Air Permit has not been approved.
[7] SV RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the South Valley Technology Facility located in Sparks, Nevada, Attachment B PERMIT APPLICATION REPORT, p. 14, provided as Attachment ZH-3. The OPTC Air Permit Application was filed with Nevada Division of Environmental Protection, or NDEP, and can be found by searching the online database at https://ndep-onbase.nv.gov/. This OPTC Air Permit has not been approved.
[8] 218 MW plus 144 MW equals 362 MW.

80 percent of natural gas electric generation facilities are 500 MW or less, and 60 percent are 100 MW or less.[9]

12. Q: How much natural gas will be combusted to power the generation facilities?

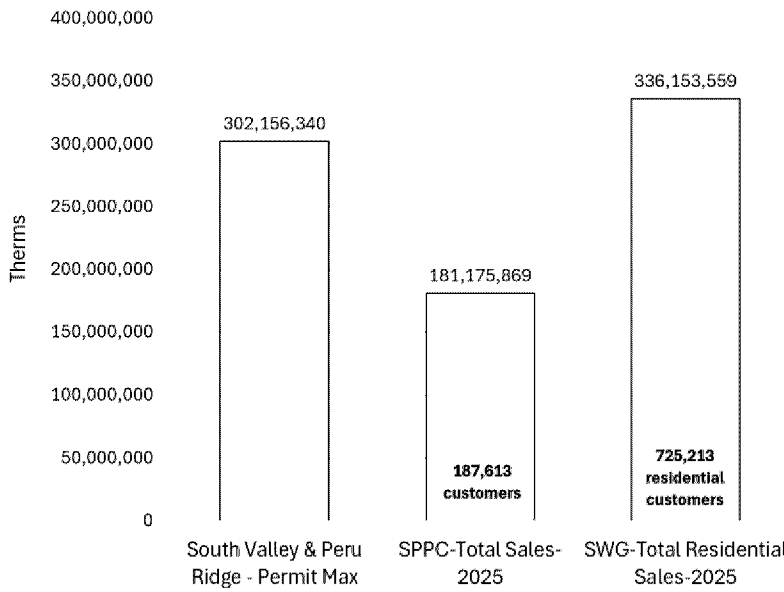
A: To power the proposed Peru Ridge and South Valley natural gas generation facilities, the respective Class I Operating Permit To Construct, or OPTC, Air Permit Applications are seeking approval to combust 16,964,636 MMBtu per year and 13,250,998 MMBtu per year of natural gas.[10,11] The combined natural gas consumption of the two proposed facilities totals 30,215,634 MMBtu per year of natural gas or approximately 302 million therms per year, shown in figure ZH-1.

For comparison, in 2025 Sierra Pacific Power Company, or SPPC, sold approximately 181 million therms of natural gas to its customers.[12] The combined annual natural gas consumption of the proposed Peru Ridge and South Valley generation facilities amounts to 167 percent of the total annual natural gas consumed by SPPC's 187,613 customers, including 173,247 residential and 14,340 commercial customers.[13] We can also compare the proposed Peru Ridge and South Valley natural gas consumption to Southwest Gas Corporation's service, which sold approximately 336 million therms in 2025 to serve its 725,213 residential customers in Nevada.[14] This puts the Peru Ridge and South Valley generating facilities'

[9] Thunder Said Energy, US gas power generation by facility. https://thundersaidenergy.com/downloads/us-gas-power-generation-by-facility/.
[10] PR RNO Property Owner 1, LLC Class I OPTC Air Permit Application, Attachment A, Class 1 OPTC Forms, p. 6, provided as Attachment ZH-2.
[11] SV RNO Property Owner 1, LLC Class I OPTC Air Permit Application, Attachment A, Class 1 OPTC Forms, p. 6, provided as Attachment ZH-3.
[12] Docket No. 26-02015, SPPC Application, Ex. G, p. 1.
[13] Docket No. 26-02015. The value is calculated as the sum of the PR facility and SV facility therms per year divided by SPPC total 2025 therms times 100.
[14] Docket No. 26-02023 Southwest Gas Corporation Application, Schedules 1 & 2.

annual combustion at 90 percent of the total residential natural gas consumption of Southwest Gas in 2025, or enough gas to supply about 652,000 homes.[15]

Figure ZH-1. Annual Natural Gas Use Comparisons: South Valley & Peru Ridge, SPPC Total Sales (2025), and Southwest Gas Total Residential Sales (2025)



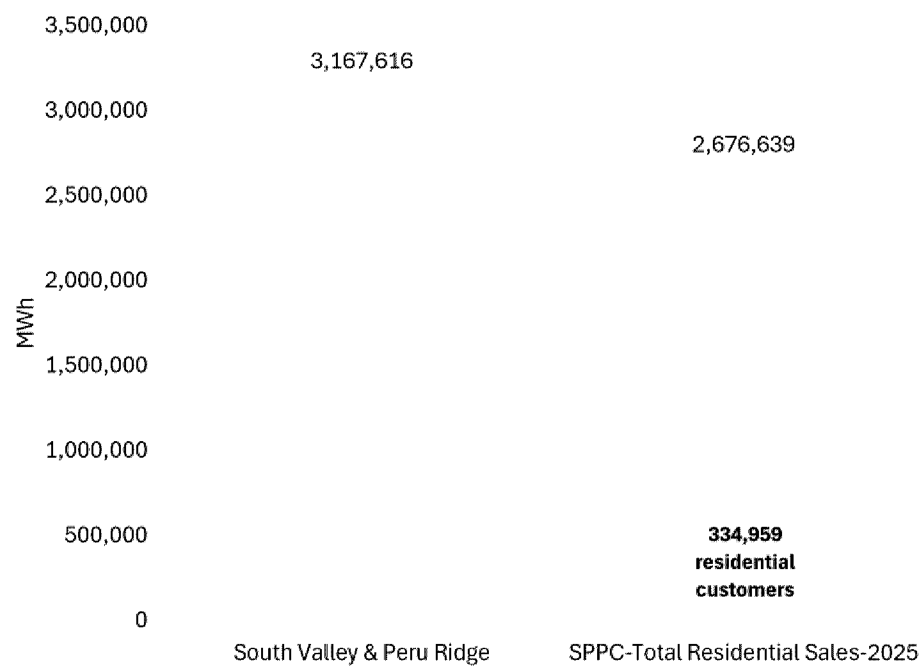
13. Q: How much electricity will the generation facilities produce?

A: The facilities will produce a staggering amount of electricity. The natural-gas fueled energy production is expected to amount to 1,906,176 MWh per year[16] and 1,261,440 MWh per year[17] for Peru Ridge and South Valley generating facilities, respectively, totaling 3,167,616 MWh per year, as shown in Figure ZH-2. For comparison, in 2025 SPPC's total residential sales to 334,959 customers were 2,676,639 MWh.[18] The data centers served by

[15] Sum of the PR facility and SV facility therms per year divided by Southwest Gas total 2025 therms times 100.
[16] PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC Response to NCARE DR 1-16, provided as Attachment ZH-4.
[17] PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC Response to NCARE DR 1-15, provided as Attachment ZH-5.
[18] Docket No. 26-02014, SPPC Application, Exhibit G, p. 1.

these facilities will annually use an amount of electricity equal to 118 percent of the total annual use for all of SPPC's residential customers in northern Nevada, or enough to serve about 396,000 northern Nevadan homes.[19] In terms of state demand, this annual energy production equates to 21 percent of the forecasted 2027 energy for SPPC, and 8 percent of forecasted 2027 energy for NV Energy total.[20]

Figure ZH-2. Annual Electricity Use Comparison: South Valley & Peru Ridge versus SPPC Total Residential Sales (2025)



I want to reiterate here that an amount of natural gas combustion totaling 167 percent of SPPC's total 2025 usage, and which could supply 8 percent of NV Energy demand, will be solely for the beneficiaries of the proposed Peru Ridge and South Valley generation facilities. The probable effect of these facilities on the environment includes, but is not limited to,

[19] Docket No. 26-02014, SPPC Application, Exhibit G, p. 1.
[20] Docket No. 26-05007, 2026 NV Energy Integrated Resources Plan V-7, Table LF-1, p. 4.

greenhouse gas emissions, criteria pollutant emissions, and construction, operations, and decommissioning impacts.

14. Q: Can you give us a summary of the greenhouse gas emission impacts of these facilities?

A: Yes. The proposed Peru Ridge and South Valley generation facilities are projected to emit 0.86 MMT[21], and 0.56 MMT[22] of CO_2e per year[23], respectively, totaling 1.42 MMT CO_2e per year.[24] That includes CO_2e emissions from the natural gas fueled engines, diesel engines, and CNG and LNG delivery systems, or what is referred to as the Prime Power Yard in the Class 1 OPTC Air Permit Applications.[25] The PR and SV facility CO_2e emissions referenced here do not include the full emission burden from expected upstream LNG and CNG processing emissions, and the expected 7,300 heavy duty truck deliveries of LNG/CNG annually, to each facility, totaling 14,600 heavy duty truck deliveries per year, among other greenhouse gas contributions.

Across the U.S., internal combustion engines like those included in the Projects are typically operated intermittently, at an average 18 percent capacity factor, commensurate with

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[21] New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the Peru Ridge Technology Facility located in Sparks, Nevada, pdf p. 40, provided as Attachment ZH-2.

[22] New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the South Valley Technology Facility located in McCarran, Nevada, pdf p. 40, provided as Attachment ZH-3.

[23] Reported Prime Power Yard equipment-specific CO_2e emissions in tons per year, including Jenbacher J420 natural gas fueled engines, pressuring reducing CNG or LNG vaporizing equipment, and diesel-fueled black start engine gensets, times the respective equipment count for each facility, equaling CO_2e tons per year for each equipment type and each facility. CO_2e tons per year for all Prime Power Yard equipment types are summed for each facility and multiplied by $0.907185/10^6$ to convert from short tons to MMT, equaling MMT CO_2e per year for each facility.

[24] 0.86 MMT CO_2e per year + 0.56 MMT CO_2e per year = 1.42 MMT CO_2e per year.

[25] New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the Peru Ridge Technology Facility located in Sparks, Nevada, pdf p. 40, provided as Attachment ZH-2.

serving peaking load.[26] The proposed facilities will be operated at a high capacity factor, for essentially 8,760 hours per year.[27,28] Due to the high capacity factor, if approved, Applicants' proposed electric generation Projects may become, for their size, the state's most polluting facilities as measured based on annual tons of CO2e per MW.

For reference, Nevada's total electric sector emissions produced 12.22 MMT CO_2e in 2023.[29,30] Of those 2023 emissions, 10.16 MMT CO_2e were from electric generation utilized in Nevada.[31,32] The CO_2e emissions from the Peru Ridge facility Prime Power Yard alone will equal 7.0 percent of Nevada's 2023 electric sector CO_2e emission total, and 8.5 percent of the electric sector CO_2e emissions associated with in-state electric use.[33] CO_2e emission contributions are similarly staggering for the South Valley facility Prime Power Yard, which equal 4.6 percent of Nevada's 2023 electric sector CO_2e emission total, and 5.5 percent of the electric sector CO_2e emissions associated with in state electric use.[34] The CO_2e emissions from the proposed Projects combined would be equal to 11.6 percent of Nevada's electric

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[26] U.S. Energy Information Administration, "Use of natural gas-fired generation differs in the United States by technology and region," https://www.eia.gov/todayinenergy/detail.php?id=61444.

[27] PR RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the Peru Ridge Technology Facility located in Sparks, Nevada, ATTACHMENT B PERMIT APPLICATION REPORT, p. 14, provided as Attachment ZH-2.

[28] SV RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the South Valley Technology Facility located in McCarran, Nevada, Attachment B PERMIT APPLICATION REPORT, p. 14, provided as Attachment ZH-3.

[29] Nevada Department of Environmental Protection, Nevada Statewide Greenhouse Gas Emissions Inventory and Projections, 1990-2045, 2025 Report, p. 8.

[30] 2023 CO_2 emissions are the most up to date actual emissions provided in the cited NDEP GHG emission report.

[31] Total 2023 Nevada electric generation emissions (12.22 MMT CO2e) minus 2023 emissions associated with electricity used out of state (2.062 MMT CO2e) equals the 2023 emissions associated with Nevada electricity generation used in state (10.16 MMT CO2e).

[32] Nevada Department of Environmental Protection, Nevada Statewide Greenhouse Gas Emissions Inventory and Projections, 1990-2045, 2025 Report, p. 8.

[33] 0.86 MMT CO_2e divided by 12.22 MMT CO_2e times 100, equals 7.0 %/ And 0.86 MMT CO_2e divided by 10.16 MMT CO_2e times 100, equals 8.5 %.

[34] 0.56 MMT CO_2e divided by 12.22 MMT CO_2e times 100, equals 4.6 %/ And 0.56 MMT CO_2e divided by 10.16 MMT CO_2e times 100, equals 5.5 %.

sector emissions in 2023, and 14.0 percent of total emissions for Nevada electric sector generation utilized in state. [35]

15. Q: You stated that the Applications fail to adequately disclose the full scope of the probable effect on the environment. What is missing from the Applications?

A: Both Applications and their respective environmental statements are missing critical information for determining the full scope of the environmental impact of the Projects. The following missing elements warrant the denial of both Applications due to the inadequate disclosure of the Projects' probable environmental effects:

1. Inconsistent and inadequate information regarding the duration of operations for the SV and PR Prime Power Yards suggest they could operate indefinitely and render the assessment of the nature of the probable effects on the environment incomplete.
2. Failure to provide an assessment of the environmental impacts of delivering CNG and LNG using approximately 7,300 heavy truck deliveries per year for each facility, plus trucks and vehicles associated with construction activities.[36,37,38]
3. Failure to provide the environmental impacts of construction work associated with temporary facility decommissioning and removal.
4. Failure to provide the name, qualifications, professions and contact information of each person with primary responsibility for the preparation of, and/or for

[35] 1.42 MMT CO_2e divided by 12.22 MMT CO_2e times 100, equals 11.6 %/ And 1.42 MMT CO_2e divided by 10.16 MMT CO_2e times 100, equals 14.0 %.
[36] Docket No. 26-04027, UEPA Application of PR RNO Property Owner 1, LLC, Exhibit F, p. 3-34.
[37] Docket No. 26-04026, UEPA Application of SV RNO Property Owner 1, LLC, Exhibit F, p. 3-34.
[38] 20 heavy trucks per day per facility times 365 days, equaling 7,300 heavy trucks per year per facility.

providing comments or input on, the environmental statements.[39] And the related refusal to offer the testimony of any expert witness with primary responsibility over the methodologies and assessments that informed the Applicants' conclusion that the Projects would not create any significant environmental impacts.[40]

16. Q: How are the Applications inconsistent and inadequate in terms of the duration of operations for the SV and PR generating facilities?

A: Both the Peru Ridge and South Valley Applications fail to include any evidence corroborating a facility retirement timeline of 2-3 years.

Applicants allege that the proposed generation facilities are temporary, operating for 2-3 years. By nature of the projects being billed as "temporary," a complete environmental impact statement would reasonably include the environmental impacts of the facility removal, which would be expected just 3-4 years after construction. Environmental impacts of a retirement plan may include but are not limited to noise, ground disturbance, dust abatement, soil stabilization, spills and spill remediation.

The Applications are inconsistent with their claim of a 2-3-year operating timeframe. In some descriptions the projects operate for 3-years while in others the operating duration is 2-3-years.[e.g. 41,42] Worse still, Applicants' suggestion that the facilities are temporary further erodes in Bartlett's testimony, which states "Both Projects are short-term in nature, and operations are ***anticipated*** to last two (2) to three (3) years ***(with authorized extensions, if***

[39] Nevada Admin. Code 703.423(7)(b)(1)-(2).
[40] Reply by Applicants to NCARE's Response in Opposition to Applicants' Motion to Dispense with Hearing, p. 8 (dismissing NCARE's interest in the cross-examination of expert witnesses about the Projects' environmental impacts as "without foundation because there are no witnesses"), provided as Attachment ZH-6.
[41] Docket No. 26-04026, UEPA Application of SV RNO Property Owner 1, LLC, Exhibit F, p. 3-34, and p. 10.
[42] Docket No. 26-04027, UEPA Application of PR RNO Property Owner 1, LLC, Exhibit F, p. 3-32, and p. 12.

necessary), while NV Energy brings additional, long-term infrastructure and capacity online to meet Fleet's energy needs [emphasis added]."[43]

As to what "authorized extensions" Bartlett's testimony is referring to is unknown. [44] Neither Application includes project termination or removal dates that would require an extension request. Even if permits were granted for Applications with project retirement deadlines, additional provisions would be needed to prevent "authorized extensions" *ad infinitum*. Applicants' associated Class I Operating Permit to Construct, or OPTC, Air Permit Applications contain the Projects' facilities as well as additional data center emergency backup systems that includes diesel-fueled generating engines totaling 246 MW for Peru Ridge and 318 MW for South Valley.[45,46] The Class I OPTC Permit, if granted, is valid for 12 months after facility start-up, and afterwards must be renewed as a Class I Operating Permit, which has a Permit term of 5 years.[47] The minimum Class I Air Quality Permit term to support the proposed projects will span 6 years. However, by combining the proposed projects with additional long-term data center backup generating equipment it should be assumed that the Applicants intend to sustain a Class I Operating Permit for the foreseeable future. In response to NCARE DR1-19 and NCARE DR1-20, the Applicant's confirm that if issued the Class 1 OPTC Air Permits they would allow for operations beyond 3 years.[48] Assuming the Class I

[43] Prepared Testimony of Dennis Bartlett on Behalf of SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC, p. 3.
[44] Prepared Testimony of Dennis Bartlett on Behalf of SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC, p. 3.
[45] PR RNO Property Owner 1, LLC Class 1 OPTC Air Permit Application, p. 2, provided as Attachment ZH-2.
[46] SV RNO Property Owner 1, LLC Class 1 OPTC Air Permit Application, p. 2, provided as Attachment ZH-3.
[47] Nevada Department of Environmental Protection, Permit Guidance. https://ndep.nv.gov/air/permitting/permit-guidance.
[48] PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC Responses to NCARE DR1-19 and NCARE DR1-20, provided as Attachment ZH-7.

OPTC is awarded, the proposed Projects may have a clear path for operating for at least 6 years and likely longer.

These inconsistencies and omissions cannot be overlooked and sow deep doubt as to when or even if the proposed facilities will be retired and removed. Applicants have essentially requested a "blank check" UEPA Permit that has no end date or that will allow for "authorized extensions." The core issue is that without certainty of the end date, the full scope of the probable effect on the environment cannot be known.

17. Q: How does facility operating duration relate to determining the nature of the facilities' probable impact on the environment?

A: Each year the facilities are operated they emit an additional 1.42 MMT CO2e that contribute to state greenhouse gas emissions and ultimately, climate change. Each year of operation also equates to an estimated 7,300 CNG or LNG heavy truck deliveries per year per facility, for a combined 14,600 heavy truck deliveries per year, along with the associated emissions. Each year the Projects operate, the effect on the environment increases in terms of the volume and cumulative impacts of greenhouse gas emissions and criteria pollutants. The full nature of the facilities' probable effect on the environment cannot be determined without clarity as to when the temporary facilities will retire, since the cumulative and total impact of facility emissions will increase over time.

SECTION 4

Whether the emitting facilities are needed to ensure reliable utility service to customers in Nevada

18. Q: Do the Applicants demonstrate that the proposed generation facilities are needed to ensure reliable utility service to customers in Nevada?

A: No. In the applications and responses to Staff and NCARE Data Requests, the Applicants fail to substantiate that the proposed generation facilities are needed to "ensure reliable utility service to customers in this state."[49]

19. Q: Regarding NRS 704.890(1)(b), can you explain if the Applicants are "customers" or if the projects will serve customers?

A: This appears to be an important question and the answer is unclear. The only Application content that remotely addresses the NRS 704.890(1)(b) requirement, regarding facility need to ensure reliable utility service to customers in the state, is a statement that the projects are "a time-limited, project-critical infrastructure necessary to supply power to the South Valley [and Peru Ridge] data center[s] during the period before NV Energy can deliver permanent utility service."[50,51] The PR RNO Property Owner 1, LLC applicant claims the project is a "self-generation" facility to power its data center campus. The same is claimed for the SV RNO Property Owner LLC generation facility, yet it is notably termed a Generation Facility, and the application never once uses the term "self-generation." In the response of SV RNO Property Owner 1 LLC to Staff-4, the Applicant states "The project will not provide utility service to any customers."[52]

[49] NRS 704.890(1)(b).
[50] Docket No. 26-04027, PR RNO Property Owner 1, LLC UEPA Application, p. 13.
[51] Docket No. 26-04026, SV RNO Property Owner 1, LLC UEPA Application, p. 13.
[52] SV RNO Property Owner 1, LLC response to Staff-4, provided as Attachment ZH-8.

There are three layers of responsible parties that include the generating facility owners, the data center campus owners, and data center tenants. It is my understanding that the Applicants' projects are designed to power its data center campus and future tenant load, but that the Applicants themselves are not data center owners or operators. The generation facilities could be needed to serve one or more third-party data center operators, or tenants. Regardless, insufficient information is provided to determine whether the projects will, despite the Applicants' contrary assertions, in fact provide electric service to one or more customers at the data center campuses.

As a point of interest, it is entirely possible that large load entities like Applicants may seek new UEPA Permits for large-scale, off-grid natural gas-fueled generation facilities in the near future. An article published on March 4, 2026 offers recommendations for a data center bring-your-own-generation playbook that identifies natural gas reciprocating engines as a first step to bringing new facilities online in advance of gas-fueled turbines and/or Utility service agreements.[53]

20. Q: Do Applicants demonstrate that the projects are in fact critical to serving the data center campuses' electric service reliability needs?

A: In Docket 26-05027, testimony from NV Energy witness Janet Wells in the utility's filing, requests Commission approval of two Large Load Energy Supply Agreements, or LLESAs,

[53] "Gas Engines vs. Gas Turbines vs. CCGT: A Practical Guide to Self-Generation for Data Centers," March 4, 2026 https://gridcapacityintelligence.substack.com/p/gas-engines-vs-gas-turbines-vs-ccgt.

with the two Applicants in these proceedings.[54,55,56] This indicates that Applicants have entered into interconnection agreements, as well as both short-term and long-term energy supply agreements with NV Energy; with services that will begin as early as 2027.[57] This raises questions about whether, and to what extent, the proposed generation facilities are needed to serve Applicants' load. Applicants have failed to substantiate that the proposed generation facilities and operating durations are, in fact, necessary to ensure reliable utility service to the data center campuses.

21. Q: Will the Projects serve "customers in Nevada" broadly?

A: Applicants' proposed generation facilities are not needed to enhance or provide reliable utility service in Nevada or to "customers of Nevada" *writ large*.[58] The plural use of customers is significant here because it points to a focus on Nevada customers broadly, rather than private, off-grid energy users that the Applicants unequivocally claim will not be customers for utility service.[59]

22. Q: Have Applicants provided an explanation as to how these Projects could ensure reliability of utility service to customers in Nevada?

A: In a data request, Regulatory Operations Staff, or Staff, asked the South Valley applicant to "describe the extent to which the South Valley Temporary Power Generation Facility will

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[54] Docket No. 26-05027, Application of SPPC dba NV Energy for Approval of LLESA with PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC, Prepared Direct Testimony of Janet Wells, Q&A 15, p. 6.
[55] Docket No. 26-05027, Application of SPPC dba NV Energy for Approval of LLESA with PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC, Wells Direct, Exhibit 2, provided as Attachment ZH-9.
[56] Docket No. 26-05027, Application of SPPC dba NV Energy for Approval of LLESA with PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC, Wells Direct, Exhibit 3, provided as Attachment ZH-10.
[57] Docket No. 26-05027, Application of SPPC dba NV Energy for Approval of LLESA with PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC, Prepared Direct Testimony of Janet Wells, Q&A 15, p. 6.
[58] NRS 704.890(1)(b).
[59] SV RNO Property Owner 1, LLC response to Staff-4, provided as Attachment ZH-8

enhance the reliability of utility service in Nevada."[60] The Applicant claimed three purported benefits that include (1) the SV Project defers 144 MW of load that would otherwise need to be served by NV Energy's system during a period of significant capacity constraint, preserving existing transmission and capacity for NV Energy's current customers; (2) the project addresses an infrastructure pacing problem that poses a reliability risk when a large block of load arrives on the system rather than being phased in gradually; and (3) the project is a reliability bridge that ensures the Applicant's future load transfers to NV Energy's system in an orderly manner. However, the SV Project will not achieve these benefits as these issues and their solutions fall outside the project scope and are squarely under the responsibility of NV Energy as a regulated public utility charged with providing reasonably adequate and continuous service.

Applicants offer no evidence that the SV and the PR proposed natural gas generation projects can defer load "that would otherwise need to be served by NV Energy's system…"[61] New customer electric and interconnection service needs for all customer types within NV Energy's territory are submitted as requests to NV Energy, where they typically enter a queue. The type, volume, and timing of service offered is determined by NV Energy as regulated by the Commission and according to its business practices and capacity to serve while also maintaining reliable electric service for all other customers. Furthermore, the Applicants undercut the justification for the new gas generation by arguing they are deferring load that would otherwise be served by NV Energy. "Load deferral" suggests they have the choice to not build the generation facilities and instead receive electric service from NV Energy on the

[60] SV RNO Property Owner 1, LLC Response to Staff-5, provided as Attachment ZH-11.
[61] SV RNO Property Owner 1, LLC Response to Staff-5, provided as Attachment ZH-11.

same timeline. In fact, the proposed SV and PR natural gas generation projects do not defer the load at all. Rather, they enable the load to come online and be served with 100 percent non-renewable energy, effectively jumping NV Energy's interconnection and electric service queue for RPS-compliant service.

SV Applicant's response to Staff-5 also states that delayed service will result in "a large block of pent-up demand" arriving on the Nevada grid simultaneously, creating reliability risks.[62] It further claimed that the project will serve as a reliability bridge, allowing for an orderly phase-in of Applicant's load onto NV Energy's system. Applicant essentially implies that it has the authority to interconnect and serve its load via NV Energy's system resources at Applicant's discretion. This is incorrect. It is the obligation of NV Energy, subject to regulation by the Commission, to serve customers while also preserving electric service safety and reliability. An NV Energy offer to serve Applicant load will be based on factors such as the customer need request, the existing capacity of NV Energy's system to serve that load, and the timeline to bring on additional system resources, as needed, to meet the full customer request. This is independent of whether Applicant brings on its own load, especially when that load is off-grid and is not owned or operated by NV Energy.

It would be imprudent to conclude that the Projects are necessary to "ensure reliable utility service" to Nevada customers based on a condition of grid insecurity for which the sole driver is the applicants' data center energy demand. Applicants using their own imposition of load stress on NV Energy's grid to justify the Projects creates a situation that could incentivize overstating demand and the instability their load would cause to the grid in

[62] SV RNO Property Owner 1, LLC response to Staff-5, provided as Attachment ZH-11.

order to favor a UEPA Permit approval for off-grid fossil fuel facilities that are RPS-noncompliant.

In truth, with interconnection to the grid and electric service managed by NV Energy, the only electric service risks the Projects mitigate are for the Applicants themselves, not to NV Energy's utility service to its current customers.

SECTION 5

Whether the need for the facility balances any adverse effect on the environment

Q: Even if it is assumed that the Projects will operate for a maximum of 3 years, does the need for the facilities balance the reported adverse effect on the environment?

A: No. Even if the Projects only operate for a maximum of 3 years, the need for the facilities does not balance the adverse effect on the environment.

As detailed earlier, these off-grid generation facilities do not ensure electric reliability for customers of Nevada. The off-grid facilities are designed solely to meet the needs of Applicants' data center operations. Furthermore, as discussed earlier, Applicants' specific energy needs in advance of NV Energy connected services have not been substantiated in the record of these dockets and remain suspect in the wake of reported short-term and long-term energy service agreements between Applicants and NV Energy.

Nevadans have voted to make greenhouse gas emissions reductions a priority in the state, and these Projects are in direct conflict with the resulting Nevada statute that champions state-wide greenhouse gas emission reductions and mandates renewable energy targets. Yet, Nevadans are being asked to shoulder the burden of a 12 percent annual increase in statewide electric sector greenhouse gas emissions, or a minimum total addition of 4.26 MMT CO_2e

over 3 years, including 2.58 MMT CO_2e from the PR facility and 1.68 MMT CO_2e from the SV facility, plus criteria pollutant emissions, for the sole benefit of the data center applicants' near-term energy needs.[63]

The information provided in the applications does not offer an adequate assessment to determine whether these two projects, and the downstream benefits for Nevadans broadly, warrant or outweigh the substantial increase in statewide and electric sector greenhouse gas emissions. This remains the case even if they terminate operations after 3 years.

23. Q: How are the greenhouse gas emissions from the proposed Projects expected to have an adverse effect on the environment and conflict with Nevada's statutory greenhouse gas emission reduction targets?

A: In 2019, SB 254 (2019) was signed into law, setting goals to reduce economy wide greenhouse gas emissions relative to 2005 levels. This includes emissions from the industrial and electric sectors, which the Projects themselves and project needs intersect with. SB 254 (2019) states:

"Section 1. The Legislature hereby finds and declares that:

1. Human activities, including the burning of fossil fuels for electricity, transportation and heat in buildings, cause the release of greenhouse gases that trap heat in the Earth's atmosphere, and these human activities have been and continue to be the primary driver of global climate change.

2. Climate change is already affecting Nevada and it threatens the health, lives and safety of Nevada's residents, as well as Nevada's diverse ecosystems, wildlands and wildlife. Rising

[63] 1.42 MMT CO_2e per year times three years, totaling 4.26 MMT CO_2e.

temperatures have increased the severity and length of droughts and the frequency and intensity of wildfires.

3. Climate change threatens Nevada's economy. Rising temperatures, compounded by the urban heat island effect, will likely make summers in southern Nevada dangerously hot, potentially deterring visitors and reducing the hours where it is safe to engage in outdoor activities, like construction. In northern Nevada, rising temperatures have been shrinking the snowpack since the 1950's, which shortens the season for skiing and other winter sports and recreation.

4. Throughout the State, rising temperatures will impact public health by increasing heat stress on vulnerable populations and increasing air pollution from more frequent wildfires.

5. The State of Nevada would benefit from the diversification and economic growth driven by a transition to a low-carbon emission and clean-energy economy.

6. Greenhouse gas emissions need to be decreased globally to reduce the harm caused by global warming to Nevadans, and to keep the average increase of near-surface air temperatures to well below 3.6 degrees Fahrenheit, or 2 degrees Celsius.

7. The State of Nevada must act now to ensure that Nevada's greenhouse gas emissions decrease on a trajectory consistent with emissions reduction commitments made by the United States to implement the Paris Agreement adopted in 2015 at the 21st Conference of the Parties of the United Nations Framework Convention on Climate Change."[64]

The adopted greenhouse gas emissions reduction goals target 28% below 2005 levels by 2025, 45% below 2005 levels by 2030 and zero or near-zero by 2050.[65] Per NRS 445B.380,

[64] SB 254 (2019).
[65] SB 254 (2019).

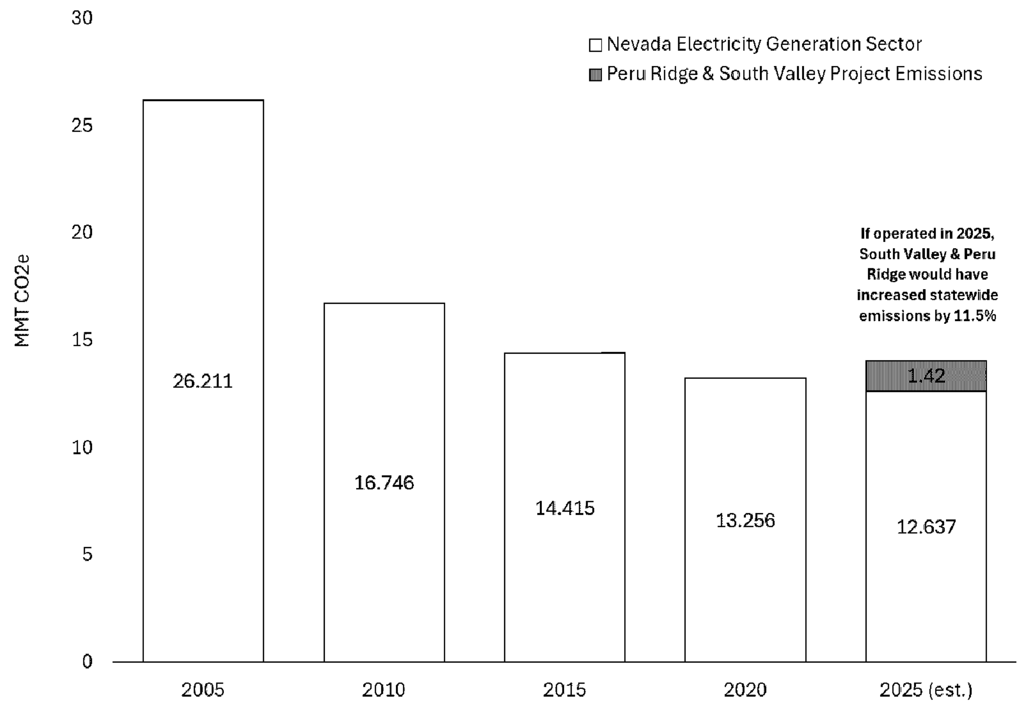
Nevada Department of Environmental Protections, or NDEP, released its most recent report on Nevada statewide emissions on December 31, 2025. This report includes CO_2e emissions accounting through 2023 and projections through 2045. Based on existing policies, NDEP finds that Nevada is only expected to reduce its greenhouse gas emissions by 20.2% below 2005 emissions in 2025 and 20.7% below 2005 emissions in 2030. These emissions equate to missing the SB 254 (2019) goals by 7.8% in 2025 and 24.3% in 2030. The report further identifies that most emission reductions are gained through implementation of the RPS, with some reductions associated with transportation electrification, whereas industry and building emissions are expected to increase.[66]

Including the proposed Projects in Nevada's greenhouse gas emission assessment paints an even more dire picture for achieving SB 254 (2019) goals. Adding the PR and SV Project emissions to Nevada estimated 2025 electric sector CO_2e emissions would have increased sector emissions by 11.5 percent, as shown in Figure ZH-3. Assuming the Projects were operating in 2030, an SB 254 (2019) benchmark year, the total Nevada emissions reduction shortfall would grow from NDEP projected 24.3 percent to a 27.2 percent departure from the goal to reduce emissions by 45% relative to 2005 emissions in 2030.[67] This constitutes a significant change in all senses of the word, meaning Projects will result in a measurable increase in both Nevada's statewide electric sector emissions and its total economy-wide

[66] Nevada Department of Environmental Protection 2025 GHG report, p. ES-3, p. 15. https://ndep.nv.gov/uploads/air-pollutants-docs/2025_Final_GHG_Inventory_Report_2.pdf.
[67] NDEP Nevada Statewide Greenhouse Gas Emissions Inventory and Projections, 1990-2045, Table 2-5, p. 15. Estimated additional emission reduction required (11.928 MMMT CO2e) plus additional CO2e emissions from the PR&SV Projects (1.42 MMT CO2e), divided by 2025 Net emissions (49.075 MMT CO2e), times 100.

emissions as well as a deeper departure from Nevada's statutory greenhouse gas emissions reduction targets.

Figure ZH-3: Annual CO_2e Emissions (MMT) for Nevada Statewide Electricity Generation Sector (2005-2025) with South Valley and Peru Ridge



The suggestion that these facilities are temporary does not change the findings. CO_2 emissions are long-lived, with an atmospheric residence time of hundreds to thousands of years.[68] Meaning any departure from Nevada's targeted greenhouse gas emissions reduction

[68] For a pulse of CO2 emitted in a given year, approximately 70% is absorbed by sinks within 100 years; an additional 10% is absorbed over the next 300 years, and the remaining 20% lasts for "tens if not hundreds of thousands of years before being removed," because it is absorbed through long-term processes such as deep ocean circulation and the weathering of silicate rocks. Yale Climate Connections, https://www.yaleclimateconnections.org/2010/12/common-climate-misconceptions-atmospheric-carbon-dioxide/.

trajectory, in all years whether it is a benchmark year or not, will have a long-term impact on and contribution to climate change, including Nevada's climate. Every year that the Projects operate measurably increases Nevada's annual statewide greenhouse gas emissions, has a cumulative contribution to state greenhouse gas emissions, and has a long-term contribution to climate change.

24. Q: You also mentioned the RPS. How are the proposed Projects and adverse effect on the environment expected to conflict with state statute on renewable energy?

A: Nevada also adopted SB 358 in 2019, which revised the renewable energy portfolio standard, or RPS, to require generation from renewable energy resources equal to at least 42% of total electricity sales between 2027-2029, and at least 50% of electric sales by 2030.[69] SB 358 included the following legislative findings and declarations, now codified in NRS 704.7820:

"**NRS 704.7820** The legislature finds and declares that it is the policy of this State to:

1. Encourage and accelerate the development of new renewable energy projects for the economic, health, and environmental benefits provided to the people of this State;

2. Become a leading producer and consumer of clean and renewable energy, with a goal of achieving by 2050 an amount of energy production from zero carbon dioxide emission resources equal to the total amount of electricity sold by providers of electric service in this State; and

3. Ensure that the benefits of the increased use of portfolio energy systems and energy efficiency measures are received by the residents of this State. Such benefits include, without

[69] NRS 704.7820(1)(k)(l).

limitation, improved air quality, reduced water use, a more diverse portfolio of resources for generating electricity, reduced fossil fuel consumption and more stable rates for retail customers of electric service."

As noted by NDEP, Nevada's RPS is the major driving force behind electric sector emissions reductions,[70] which incidentally is also the primary driving force behind statewide emission reductions and achieving SB 254's goals.

25. Q: Have the Applicants themselves indicated that the Nevada RPS is relevant to energy supply projects taken on by large load entities?

A: Yes. On May 21, 2026, SV RNO Property Owner 1, LLC and PR RNO Property Owner 1 LLC submitted comments in the PUCN Resource Adequacy Investigation. In regard to large load customers, such as themselves, their comments state: "Customers should be able to support the development of energy supply resources of any type, subject to ordinary Commission review of reliability, ***RPS obligations***, cost allocation, and the public interest, rather than being limited to a single prescribed procurement model or technology category [*emphasis added*]."[71]

Yet Applicants' off-grid natural gas-fueled generation projects are entirely misaligned with Nevada's RPS statute and climate targets. Applicants have elected to supply 100 percent of their electric needs with non-renewable GHG-emitting resources. Unless Applicants invest in additional new renewable resources elsewhere, no other pathway exists to balance the energy production with renewable energy proportionate to the 42 percent RPS mandate during 2027-2029. As an independently owned off-grid facility, these Projects are unlikely to

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[70] NDEP Nevada Statewide Greenhouse Gas Emissions Inventory and Projections, 1990-2045, p. ES-3.
[71] Docket No. 20-08014, Investigation on Resource Adequacy, SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC RA Investigation Comment on Procedural Order No. 6 p. 13 (emphasis added).

be included in NV Energy's Integrated Resource Planning, or IRP, process. This means that the resulting non-renewable capacity and energy production will not be offset with new renewable resource procurement via NV Energy's IRP.

26. Q: Can you point to other Nevada policy statements or requirements for similar businesses to comply with the RPS?

A: Yes. Governor Lomardo's declaration to hold "data centers to the same environmental standards that any major business or development project must follow"[72] is especially salient regarding the RPS.

Additionally, under NRS 704B, large businesses may procure their own energy generation resources as customers of NV Energy but still must comply with RPS requirements. The RPS currently covers the electricity supply for all existing data centers in Nevada through its application to their electric utility and NRS 704B providers. Applicants should not be allowed to become the outliers and exceptions to RPS coverage by sourcing 100 percent of their electricity from new fossil fueled generation. The adverse effect on the environment from the substantial and otherwise avoidable increase in greenhouse gas emissions far outweighs Applicants' private need to secure electricity service for their data center campuses.

The following is just a partial list of entities, including all the electric utilities in Nevada as well as major businesses that have opted to receive electric service from NRS 704B providers, that are required to comply with Nevada's RPS in sourcing their electricity:

- Nevada Power Company
- Sierra Pacific Power Company

[72] Lombardo Opinion Reno Gazette Journal, 6/18/2026. https://www.rgj.com/story/opinion/2026/06/18/nevada-is-proving-data-centers-can-be-done-right-opinion/90613600007/.

- Rural Electrics:[73]
    - Alamo Power District No. 1
    - Boulder City Municipal Utility
    - Harney Electric Cooperative Inc.
    - Lincoln County Power District No. 1
    - Mt. Wheeler Power
    - Overton Power District No. 5
    - Plumas-Sierra Rural Electric Cooperative
    - Raft River Rural Electric Cooperative, Inc.
    - Valley Electric Association
    - Wells Rural Electric Company

Examples of eligible customers served by NRS 704B Providers: [74]

- Nevada Gold
- MGM Resorts
- Caesars
- Wynn
- Switch

SECTION 6

Whether the facility represents the minimum adverse effect on the environment considering the state of available technology and the nature and economics of the various alternatives.

27. Q: How do the emissions of the proposed facilities compare to other resource types and supply mixes?

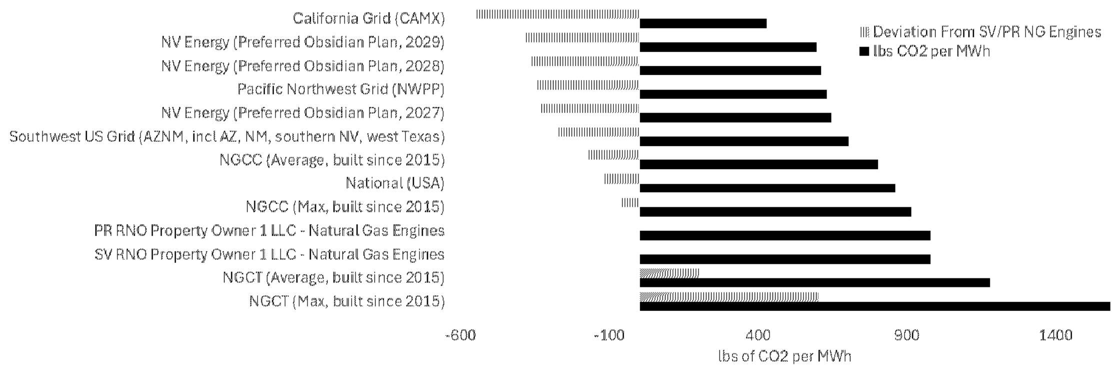
A: Both proposed natural gas facilities are expected to produce electricity at an emission factor of 979 lbs. of CO_2 per MWh. This emission factor is higher than the average emission factor of natural gas Combined Cycle Gas Turbines, or CCGT, built on or after 2015 by 175

[73] Nevada Rural Electrics Association, Service Areas Map. https://www.nrea.coop/about/service-areas/.
[74] The Nevada Independent, New rule would let casinos, businesses that left NV Energy come back, published March 3, 2022. https://thenevadaindependent.com/article/new-rule-would-let-casinos-businesses-that-left-nv-energy-come-back.

lbs. of CO_2 per MWh and exceeds the reported CCGT maximum emissions by 63 lbs. of CO_2 per MWh, as shown in Figure ZH-4. It is also an estimated 334 lbs. of CO_2 per MWh above NV Energy's projected 2027 average electric generation emission factor.[75] Figure ZH-5 shows that switching the electric supply from the proposed facilities to Nevada state's average electric power supply would reduce total CO_2 emissions by approximately 0.5 MMT of CO_2 each year of operation. This is a meaningful 35 percent reduction compared to the proposed Projects' emissions, and totals approximately 4 percent of Nevada's 2023 electric sector emissions. Alternative generating facility designs or electric service sources that utilize a more diverse resource portfolio, such as Nevada's grid, can achieve a lower environmental impact by serving the proposed data center campuses.

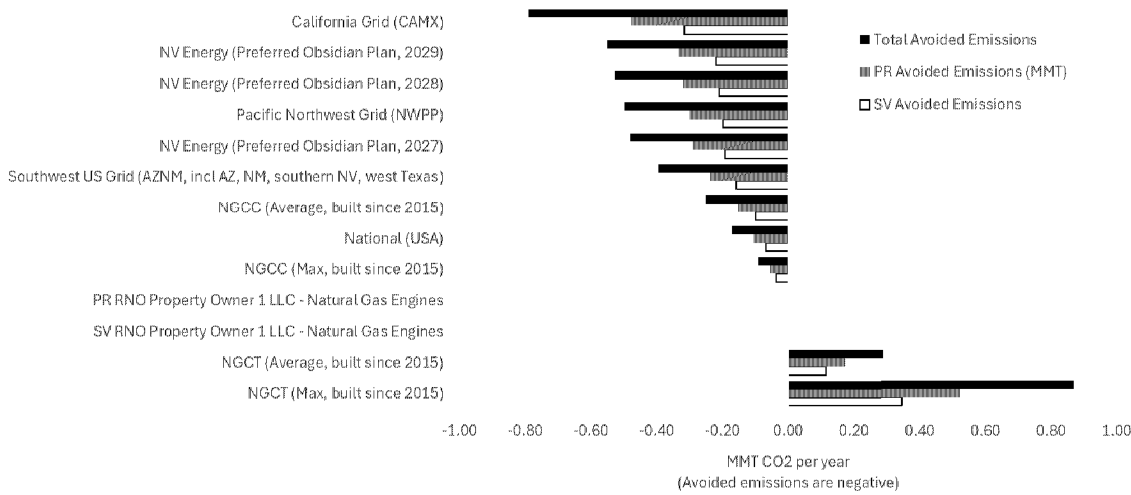
[75] Docket #26-05007, NV Energy's preferred Obsidian plan in its 2026 IRP, Public Workpapers, NERA_NVE 2026 IRP-Emissions Workbook and Public Workpapers, 2026y IRP Economic Narrative Figures, Tab EA-43 Energy by Plan. MMT CO2 converted to lbs. and divided by MWh.

Figure ZH-4: Resource and grid emissions rates in lbs. of CO_2 per MWh[76,77,78,79,80,81,82,83]



[76] PR RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the Peru Ridge Technology Facility located in Sparks, Nevada, pdf p. 40, provided as Attachment ZH-2.
[77] SV RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the South Valley Technology Facility located in McCarran, Nevada, pdf p. 40, provided as Attachment ZH-3.
[78] PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC Response to NCARE DR 1-16, provided as Attachment ZH-4.
[79] PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC Response to NCARE DR 1-15, provided as Attachment ZH-5.
[80] PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC Response to NCARE DR 1-16, provided as Attachment ZH-4.
[81] Docket #26-05007, NV Energy's preferred Obsidian plan in its 2026 IRP, Public Workpapers, NERA_NVE 2026 IRP-Emissions Workbook and Public Workpapers, 2026y IRP Economic Narrative Figures, Tab EA-43 Energy by Plan. MMT CO2 converted to lbs. and divided by MWh.
[82] U.S. Environmental Protection Agency, Power Profiler. https://www.epa.gov/egrid/power-profiler#/
[83] Andover Technology Partners, CO2 and NOx Emissions from Natural Gas Combined Cycle and Natural Gas Combustion Turbine Power Plants, p. 37-38. https://www.andovertechnology.com/wp-content/uploads/2023/09/CO2-and-NOx-from-NG-plants.pdf.

Figure ZH-5: Potential avoided emissions in MMT of CO_2 per year[84,85,86,87,88,89,90,91]



28. Q: Have the Applicants demonstrated that the facilities represent the minimum adverse effect on the environment?

A: No. NRS 704.890(1)(d) requires the Commission to find and determine: "That the facility represents the minimum adverse effect on the environment, considering the state of available

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[84] PR RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the Peru Ridge Technology Facility located in Sparks, Nevada, pdf p. 40, provided as Attachment ZH-2.
[85] SV RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the South Valley Technology Facility located in McCarran, Nevada, pdf p. 40, provided as Attachment ZH-3.
[86] PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC Response to NCARE DR 1-16, provided as Attachment ZH-4.
[87] PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC Response to NCARE DR 1-15, provided as Attachment ZH-5.
[88] PR RNO Property Owner 1, LLC and SV RNO Property Owner 1, LLC Response to NCARE DR 1-16, provided as Attachment ZH-4.
[89]Docket #26-05007, NV Energy's preferred Obsidian plan in its 2026 IRP, Public Workpapers, NERA_NVE 2026 IRP-Emissions Workbook and Public Workpapers, 2026y IRP Economic Narrative Figures, Tab EA-43 Energy by Plan. MMT CO2 converted to lbs. and divided by MWh.
[90] U.S. Environmental Protection Agency, Power Profiler. https://www.epa.gov/egrid/power-profiler#/.
[91] Andover Technology Partners, CO2 and NOx Emissions from Natural Gas Combined Cycle and Natural Gas Combustion Turbine Power Plants, p. 37-38. https://www.andovertechnology.com/wp-content/uploads/2023/09/CO2-and-NOx-from-NG-plants.pdf.

technology and the nature and economics of the various alternatives;"[92] Yet both applications fail to present any alternative facility design options with lower adverse effect on the environment or any justification as to why alternative options are technologically or economically non-viable.

The South Valley Application notably contains zero references to assessing alternative generating facility designs and only refers to assessing other locations or a no-build option. The Peru Ridge application simply states:

> "Applicant also considered alternative generator configurations and fuel delivery methods, including alternative generator types and fuel supply arrangements. The selected configuration of generators supplied by the equipment provider with CNG fuel delivery from the fuel supply provider was determined to provide the best balance of generation capacity, operational reliability, environmental performance, and commercial feasibility."[93]

Other Application references to facility alternatives are in relation to its location, not generating facility design.[94,95] While location alternatives are required to be discussed under UEPA,[96] it is not a substitute for an assessment of technological alternatives.

Moreover, Applicants appear to think that the requirement to provide an explanation of how the proposed facility represents the minimum adverse effect on the environment does not apply to them, including in regard to: (a) the state of available technology, (b) the nature of various alternatives, and (c) the economics of various alternatives. When asked by NCARE in DR2-22 and DR2-23 to respond to the requirements in NAC 703.423(10), Applicants

[92] NRS 704.890(1)(d).
[93] Docket No. 26-04027, PR RNO Property Owner 1, LLC UEPA Application, p. 11.
[94] Docket No. 26-04027, PR RNO Property Owner 1, LLC UEPA Application, Exhibit F, p. 11 and pp. 2-14.
[95] Docket No. 26-04026, SV RNO Property Owner 1, LLC UEPA Application Exhibit F, pp. 2-13.
[96] Nev. Admin. Code 703.423(4).

provided a terse response to subpart (a), specific only to the proposed class of natural-gas fueled engines.[97] Applicants did not provide a response to NCARE DR2-22 and DR2-23 subparts (b) and (c), arguing that NCARE's question about the statutory UEPA requirements was overbroad.[98] Here again, the Applicants have failed to supply some of the basic information required for the Commission to approve a UEPA application.

Energy generation facility emissions, including greenhouse gases and criteria pollutants, are identified as having an adverse impact on the environment, per Nevada statute. Therefore, alternative facility designs with lower total emissions and lower emissions per MWh should have been included in the Applications and assessed for their ability to serve the purported need.

It is the onus of Applicants to provide a sufficient discussion of alternative facility designs that can minimize the adverse effect on the environment. Applicants must also justify why a lower environmental impact solution is not viable for the specific use case. Yet Applicants have only proffered a no-facility alternative against their proposed design, which presents as a strawman argument in the absence of considering any lower emission alternatives. Furthermore, in the absence of any alternative facility designs, the public will not know, and the Commission cannot properly consider whether there are alternative technology solutions that could lower the anticipated emissions per MWh and total emissions of the projects.

The Applications fail to satisfy UEPA review criteria NRS 704.890(1)(d) both for their failure to propose a lower emitting generation facility design and to justify why the proposed design

[97] SV RNO Property Owner 1, LLC, and PR RNO Property Owner 1, LLC Responses to NCARE DR2-22 and DR2-23, provided as Attachment ZH-12.
[98] SV RNO Property Owner 1, LLC, and PR RNO Property Owner 1, LLC Responses to NCARE DR2-22 and DR2-22, provided as Attachment ZH-12.

is required to meet the use case as compared to various alternatives that leverage the state of available technology.

29. Q: Generally speaking, what are some of the currently available technologies that should have been discussed by the Applicants?

A: The state of generation technologies in 2026 is relatively advanced and includes a plethora of low-carbon, renewable, or zero-carbon resource alternatives such as utility scale and rooftop solar, energy storage, demand response, wind, geothermal, fuel cells, biofuels, and other technologies. This is not an exhaustive list by any means but rather highlights the range of available generation technology options that can be leveraged as independent facilities or as part of a resource mix.

In fact, not all natural-gas fueled electric generation technologies have the same efficiency, as measured by their heat rate in Btu per kWh. The lower the heat rate the more efficient the technology or facility design, generally equating to less emissions per kWh. For facilities operating in 2024 the EIA reports an average natural-gas fueled CCGT heat rate of 7,548 Btu per kWh as compared to 8,924 Btu per kWh for internal combustion designs and 10,999 Btu per kWh for gas turbines.[99,100] The proposed Project facilities rely on natural gas fueled internal combustion engines, which do not typically offer the lowest natural gas generation heat rate.

UEPA applications need not limit their evaluation of alternatives to technologies or sources of generation that can be located on site. In addition to on-site options and NV Energy

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[99] U.S. Energy Information Administration, Table 8.2. Average Tested Heat Rates by Prime Mover and Energy Source, 2014 – 2024. https://www.eia.gov/electricity/annual/html/epa_08_02.html.

[100] EIA reported heat rate values are reported at full load conditions and are weighted by Net Summer Capacity.

electric service agreements, Nevada also has statutory provisions in NRS Chapter 704B allowing eligible large customers to secure their electricity supply from alternative providers.[101] As NV Energy "wires-only customers," these large load entities are also customers of those alternative providers for their energy supply and meet their RPS obligations through their own generation resources or purchased power agreements. This model allows large load customers to meet RPS obligations and lower their portfolio emissions by procuring from independent power providers' and developers' renewable and low-carbon energy resources that cannot be built directly on site.

At a minimum, Applicants should have provided a description of the range of alternative technologies and Nevada electric service options that exist to serve electric load at the time of project design and justified if and why they are infeasible solutions.

SECTION 7

Whether the facility will serve the public interest and threshold issues relevant to this proceeding

30. Q: Do you believe that these facilities will serve the public interest?

A: No. They will not serve the public interest. I believe this for the following reasons:

1. The facilities are not needed to ensure reliable electric utility service to NV Energy's customers or customers of Nevada, *writ large*. The electric generating facilities will only directly serve the energy needs of Applicants.

[101] NRS Chapter 704B.

2. The proposed Projects will result in 1.42 MMT of CO_2e per year, which is recognized in Nevada statute as impacting climate change globally and in Nevada, as well as the public health and livelihoods of Nevadans.
3. While governed by NDEP Bureau of Air Pollution Control and Air Quality Permitting for each air basin, the proposed projects will increase criteria pollutant emissions in local air basins and from TRIC, as well as through emissions associated with the 7,300 heavy truck deliveries per facility per year. These criteria pollutant emissions will be at the expense of Nevadans and for the primary benefit of Applicants.
4. The full scale of the probable effect of the reported greenhouse gas and criteria pollutant emissions on the environment is not fully analyzed or reported in the Applications as they do not address the full emission burden from expected upstream LNG and CNG processing emissions, and the expected 7,300 heavy duty truck deliveries of LNG/CNG annually, to each facility, totaling 14,600 heavy duty truck deliveries per year, among other greenhouse gas contributions. Nor are the emission impacts constrained by a termination timeline. Approving UEPA permits with open ended operating timelines and therefore unknown effects on the environment is not in the public interest.
5. The Applicants have not provided any potential design alternatives that would lower the impact of the facilities adverse impact on the environment nor substantiated that the proposed design offers "the minimum adverse effect on the environment, considering the state of available technology and the nature and economics of the various alternatives." Therefore, the environmental burden on the public may not be minimized.

6. The Applications do not detail the scope of benefits or services the data centers will provide to Nevadans.

31. Q: Does NCARE have other public interest concerns regarding these Applications?

A: Yes. Based on the Applications and NCARE's limited discovery in these proceedings, it appears the operation of the Projects may fall within the definition of "public utility" in NRS 704.020. It further appears that the Applicants or related parties in operating the Projects could be acting as a "provider of electric service" as defined in NRS 704.7808, and therefore subject to Nevada's Renewable Portfolio Standard in NRS 704.7821.

32. Q. How is the issue of whether the Projects meet the definition of "public utility" in Nevada statute relevant to this proceeding?

A: Under NRS 704.890(1)(g), the Commission must find and determine that the facility will serve the public interest. If it is determined that Applicants' intended use of these generation facilities will make them public utilities, NCARE submits it would be contrary to the public interest to approve the construction of facilities for an unlawful use by Applicants in providing public utility service without first obtaining a certificate of public convenience and necessity as required by NRS 704.330.

33. Q: How have Applicants described the intended use of the South Valley and Peru Ridge Projects?

A: As I have previously noted, Applicants have described the Projects as "a time-limited, project-critical infrastructure necessary to supply power to the South Valley [and Peru Ridge] data center[s] during the period before NV Energy can deliver permanent utility service."[102,103] As described, Applicants would essentially be providing temporary electric utility service to the campuses in place of NV Energy, the monopoly utility certificated by the Commission to provide electric utility service to the South Valley and Peru Ridge locations.

34. Q: As described in the Applications, do the South Valley and Peru Ridge Projects fall within the definition of "public utility" under NRS 704.020(2)?

A: I am not an attorney, but it appears they may. NRS 704.020(2) reads as follows:

> "2. "Public utility" or "utility" also includes:
> (a) Any plant or equipment, or any part of a plant or equipment, within this State for the production, delivery or furnishing for or to other persons, including private or municipal corporations, heat, gas, coal slurry, light, power in any form or by any agency, water for business, manufacturing, agricultural or household use, or sewerage service, whether or not within the limits of municipalities."

The South Valley and Peru Ridge Projects appear to be covered by this definition, as the generating plants will be used to produce and deliver or furnish power "for or to other persons".

35. Q: Have Applicants addressed the issue as to why NRS 702.020(2) does not apply to the South Valley and Peru Ridge Facilities?

A: The Application for the South Valley Project simply states that Applicant is not a public utility as defined in NRS 704.020. The Application for the Peru Ridge Project is silent on the issue. However, with respect to the South Valley Facility, Staff in data request Staff-4 asked whether the facility would provide utility service to any customers, and Applicant responded:

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102 Docket No. 26-04027, PR RNO Property Owner 1, LLC UEPA Application, p. 13.
103 Docket No. 26-04026, SV RNO Property Owner 1, LLC UEPA Application, p. 13.

"No. The Project will not provide utility service to any customers. The South Valley Temporary Power Generation Facility is a self-generation facility designed to supply electrical power exclusively for on-site consumption at the South Valley data center campus." [104]

36. Q: Isn't a self-generation plant necessarily excluded from the definition of public utility, as it will not be used to deliver or furnish power to any other persons?

A: That would be true if a single business were generating power for its own use. But with respect to the South Valley and Peru Ridge Projects, it appears there may be three, and possibly more, businesses involved in the production, delivery and use of electricity at the data center campuses: (1) the owner and operator of the generators, if not the Applicant; (2) the Applicant; and (3) the business or businesses who will be using the electricity in conducting their operations on the data center campuses. The UEPA Applications and Class 1 OPTC Air Permit Applications refer to multiple ownership models. SV RNO Property Owner 1, LLC filings state:

> "The Applicant's primary business purpose is the development, ownership, and operation of data center campus infrastructure, including all associated utility and support facilities required for data center operations at the TRI Center in Storey County, Nevada."[105]

And

> "Aggreko will be the owner and operator of the prime engines and BSE gensets. Stabilis will be the owner and operator of the LNG vaporizers." [106]

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[104] SV RNO Property Owner 1, LLC Response to Staff-4, provided at Attachment ZH-8.
[105] Docket No. 26-04026, SV RNO Property Owner 1, LLC UEPA Application, p. 3.
[106] SV RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the South Valley Technology Facility located in McCarran, Nevada, pdf p. 2, provided as Attachment ZH-3.

The PR RNO Property Owner 1, LLC application also describe multiple owners:

> "PR RNO Property Owner 1, LLC is a Nevada limited liability company engaged in the development, ownership, and operation of data center campus infrastructure in the Tahoe Reno Industrial Center"[107]

And

> "Aggreko will be the owner and operator of the prime engines and BSE gensets. Certarus will be the owner and operator of the CNG PRS units." [108]

And

> "The P1 Power Plant with Jenbacher gas engines/ BSE diesel gensets and CNG PRS units will be located south of the data center and will be owned and operated by Aggreko."[109]

Without seeing the relevant provisions in the agreements between these different businesses governing the generation and provision of electric service, including how payment will be made for that service, NCARE does not know whether the South Valley and Peru Ridge Projects will in fact be used by one business for the production, delivery or furnishing of electricity for or to other businesses. As I have stated, I am not an attorney. The purpose of this testimony is to highlight the open questions surrounding the characterization of these facilities. Depending on further evidence submitted in these

[107] Docket No. 26-04027, PR RNO Property Owner 1, LLC UEPA Application, p. 1.
[108] PR RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the Peru Ridge Technology Facility located in Sparks, Nevada, pdf p. 2, provided as Attachment ZH-2.
[109] PR RNO Property Owner 1, LLC New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the Peru Ridge Technology Facility located in Sparks, Nevada, Attachment C Air Dispersion Modeling Report, p. 4, provided as Attachment ZH-2.

proceedings, NCARE may request an opportunity for the parties to submit post-hearing briefs on the questions of whether the South Valley and Peru Ridge Projects fall within the definition of "public utility" under NRS 704.020(2).

37. Q: How is the issue of whether the Projects meet the definition of "electric service provider" in Nevada statute relevant to this proceeding?

A: If it is determined that Applicants or any related parties will be acting as a "provider of electric service" under NRS 704.7808 by selling electricity to retail customers, it would be contrary to the public interest to approve the construction of facilities that would then be used by Applicants or related parties to make those sales using electricity supplied entirely by gas-fired generation. This would violate the Renewable Portfolio Standard requirements of NRS 704.7821.

38. Have the Applicants identified how they intend to meet the requirements of Nevada's RPS in providing electric service to Fleet Data Centers' South Valley and Peru Ridge campuses?

A: No. In response to NCARE's data request on this issue, Applicants objected to answering the question but included the following statement:

> "The RPS under NRS 704.7821(1) attaches to 'each provider of electric service' and is measured by 'the total amount of electricity sold by the provider to its retail customers.' 'Provider of electric service' (NRS 704.7808) means an entity 'in the business of selling electricity to retail customers for consumption in this State.' A facility generating electricity exclusively for on-site consumption is not a provider, so the RPS does not apply, and the request falls outside the NRS 704.890(1) findings."[110]

[110] SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC Response and Objection to NCARE DR 1-23, provided as Attachment ZH-13.

The answer indicates that Applicants' position is that neither will be a "provider of electric service" as defined in NRS 704.7808, and therefore they will not be subject to the RPS.

39. Q. Do you agree with Applicants' position?

A: No. "Provider of electric service" and "provider" are defined at NRS 704.7808 as follows:

NRS 704.7808 "Provider of electric service" and "provider" defined.

1. "Provider of electric service" and "provider" mean any person or entity that is in the business of selling electricity to retail customers for consumption in this State, regardless of whether the person or entity is otherwise subject to regulation by the Commission.

2. The term includes, without limitation, a provider of new electric resources that is selling electricity to an eligible customer for consumption in this State pursuant to the provisions of chapter 704B of NRS.

3. The term does not include:

(a) A landlord of a manufactured home park or mobile home park or owner of a company town who is subject to any of the provisions of NRS 704.905 to 704.960, inclusive.

(b) A landlord who pays for electricity that is delivered through a master meter and who distributes or resells the electricity to one or more tenants for consumption in this State.

The RPS reaches beyond public utilities and NRS 704B providers, applying to *any person or entity* that is in the business of selling electricity to retail customers in Nevada, "regardless of whether the person or entity is otherwise subject to regulation by the Commission." And the on-site consumption of the generated electricity by a tenant of the data center is not determinative of whether the Applicants or their contracted operators of the gas generators would be a "provider of electric service," as the definition in NRS 704.7808 does not exclude retail sales from on-site generation as compared to generation located offsite.

As noted above, with respect to the South Valley and Peru Ridge Projects there may be three, and possibly more, businesses involved in the production, delivery and use of electricity by the business or businesses who will be using the electricity in conducting their operations on the data center campuses. Without seeing the relevant provisions in the agreements between these different businesses governing the provision of electric service for those operations, including how payment will be made for that service, we do not know whether the contracts entered between the Applicants and their tenants and/or the operators of the gas generators provide for the sale of electricity to a retail customer.

As I have stated, I am not an attorney and aim only to highlight questions that warrant consideration by the Commission regarding Applicants' proposed facilities. Depending on further evidence submitted in these proceedings, NCARE may request an opportunity for the parties to submit post-hearing briefs on the question of whether Applicants or any related parties involved in the provision of electric service from the South Valley and Peru Ridge Projects meet the definition of "provider of electric service" under NRS 704.7808 and are therefore subject to the RPS.

SECTION 8

Recommendations

40. Q: What are NCARE's recommendations on the applications?

A: NCARE recommends the Commission deny both the PR RNO Property Owner 1, LLC and the SV RNO Property Owner 1, LLC UEPA Application to construct a 218 MW and 144 MW natural gas-fueled generation facilities, respectively, on the grounds that they fail to satisfy the UEPA criteria NRS 704.890(1)(a-d) and NRS 704.890(1)(g) for the following reasons:

1. The Applications do not provide sufficient information to determine the full scope and scale of the facilities' probable effects on the environment, which is necessary to determine whether to grant the proposed Peru Ridge and South Valley generation Projects.
2. The projects are not needed to ensure reliable electric service for NV Energy customers in this state. The facilities are designed solely to meet the needs of Applicants and their data center campus tenants. The Applicants have also signed LLESAs with NV Energy that are expected to provide short-term and long-term electric service beginning as early as 2027. The Applications therefore do not justify the extent to which the greenhouse gas-emitting, non-renewable energy facilities are needed to ensure reliable utility service to customers in this state.
3. The proposed facilities' greenhouse gas emissions have an adverse effect on the environment, and the Applications do not provide an adequate analysis of technological alternatives and whether the proposed facilities constitute the minimum environmental impact.

4. These Projects are not in the public interest given the adverse effect of each facility on the environment and lack of benefits to customers of Nevada.
5. The Applicants do not adequately demonstrate that the projects are "self-generation," as multiple entities are involved in development, ownership, energy generation, and energy consumption. This raises an unresolved issue of whether or not Applicants' energy supply approach, including the proposed facilities, are subject to the RPS.

At a minimum, the proposed facilities will increase statewide electric sector greenhouse gas emissions by upwards of 11-12 percent each year and fail to offset these emissions with any renewable energy procurement in alignment with Nevada's RPS. In fact, if approved, due to their high capacity factor, Applicants' proposed electric generation Projects may become, for their size, the state's most polluting facilities as measured based on annual tons of CO_2e per MW. With no proposed retirement or decommissioning date, these impacts are subject to persist long after the suggested 2-3-year operating timeframe.

41. Q: Does this conclude your testimony?

A: Yes, this concludes my testimony.

ZOË HARROLD PH.D.

Sparks, NV 89431
zoe.harrold@westernresources.org

EDUCATION

University of Washington — Seattle, WA
Ph.D., Earth Sciences, Department of Earth and Space Sciences — 2008-2014

Thesis: Geomicrobiology, Thermodynamics of endospore surface reactivity

University of Rochester — Rochester, NY
B.S. Environmental Science, Minor in Chemistry — 2004-2008

SKILLS & ABILITIES

- Environmental and energy system research
- Plan and program evaluation (incl. electric utility and PUC)
- Evidence-based policy analysis
- Technical and grant writing
- Data analysis
- Project management
- Personnel management
- Attention to detail
- Proactive self-starter
- Excel, MATLAB

EXPERIENCE

Western Resources Advocates — Reno, NV
Senior Policy Advisor, Clear Energy, Nevada — 2026-Present
Provide energy policy evaluation, data analysis, and recommendations on IRP, UEPA, RA and other related cases at the PUCN.

Clear Horizons Consulting LLC *(prev. Sole Proprietor*)* — Sparks, NV
Owner/Consultant — 2021-**Present**
Provide energy policy evaluation and recommendations, data analysis, grant & technical writing consulting and services to non-profits. — **2015-2021* **2005-2008*
**Formerly operated as a Sole Proprietor 2015-2021 and 2005-2008.*

Client: Green Power Institute (GPI)
Consulting Role/Title: Expert – Public Policy Analyst Level IV
Review and evaluate rulemaking proceedings and electric utility plans regarding GHG reduction goals (Renewable Performance Standard, Integrated Resources Planning), distributed renewable energy integration goals (Distributed Resource Planning, High Distributed Energy Resources), long-term energy planning (Integrated Resources Planning), and wildfire mitigation (Wildfire Mitigation Planning). Work is conducted on behalf of GPI. — Berkeley, CA, Remote work, 2015-2026, 2005-2008

Desert Research Institute — Reno, NV
Assistant Research Scientist, Postdoctoral Researcher — 2019-2020, 2017-2019
Research, experimental design, and data analysis in Earth systems, geochemical, and biological sciences. Topics: Prototype nanomotion technology and AFM application R&D. Microplastics research.

University of Nevada, Las Vegas
Postdoctoral Researcher
Built research capabilities at host lab for geochemical and biological sciences. Topics: Geochemistry of microbe-water-rock systems; pertinent to snow albedo, melt rate, and climate change.
Manage/mentor direct reports. — Las Vegas, NV, 2016-2017

EXPERIENCE CONTINUED

Montana State University | Bozeman, MT
Postdoctoral Researcher | 2014-2015
Research, experimental design, data analysis, and modeling in Earth systems, geochemical (incl. thermodynamics), and biological sciences.
Topic: Chemolithoautotrophic metabolism in water-rock systems.

University of Washington | Seattle, WA
Teaching Assistant: Introduction to Geology, Geomicrobiology. | 2008-2014
Colorado College Co-teaching Fellow: Human Impacts on Biogeochemical Cycles. Manage/mentor direct reports.

US Forest Service/GSA Geo corps | Durango, CO
Field Hydrologist Intern | 2008
Freshwater spring surveys for USFS water rights claims.

SELECTED GRANTS & AWARDS

Total grant funding secured:
$2.4+M on behalf of clients and for scientific research | Present
David A Johnson Award for Research Excellence | 2013
NSF Graduate Research Fellow (3-year fellowship) | 2009
UW Top Scholar award and Scholarship | 2008
Honor Society for Earth Scientists, Zeta Phi Chapter, Sigma Gamma Epsilon | 2008
High Distinction and High Honors in Research in Env. Sci., U of R | 2008

SELECTED PUBLICATIONS & PRESENTATIONS

Invited Speaker on behalf of Clean Up The Lake. "Insights from Lake Tahoe Litter Removal with Results from the Lake Tahoe Monitoring Project." Tahoe Litter Summit. 5/15/24

Invited Keynote Speaker. University of Washington, Department of Earth and Space Sciences Graduation (2023) University of Washington, Seattle, WA

Invited Speaker. **Harrold Z.**, West, C. Remediating submerged lakebed litter accumulations in Lake Tahoe. Seminar series, University of Nevada, Las Vegas. November 9, 2022.

Harrold, Z., Arienzo, M. M., Collins, M., Davidson, J. M., Bai, X., Sukumaran, S., & Umek, J. (2022). A peristaltic pump and filter-based method for aqueous microplastic sampling and analysis. *ACS ES&T Water*, *2*(2), 268-277.

Venturelli, L., **Harrold, Z. R.**, Murray, A. E., Villalba, M. I., Lundin, E. M., Dietler, G., Sandor. K & Foschia, R. (2021). Nanomechanical bio-sensing for fast and reliable detection of viability and susceptibility of microorganisms. *Sensors and Actuators B: Chemical*, *348*.

Harrold, Z. R., Hausrath, E. M., Garcia, A. H., Murray, A. E., Tschauner, O., Raymond, J. A., & Huang, S. (2018). Bioavailability of mineral-bound iron to a snow algal-bacterial coculture and implications for albedo-altering snow algal blooms. *Applied and Environmental Microbiology*, *84*(7), e02322-17.

Carey, A., **Harrold, Z.**, Darrah, T., and Poreda, R. (2006) The Effects of Coal-Fired Power Plant Emissions on a Regional Watershed. Geological Society of America *Abstracts with Programs*, Vol. 38, No. 7, p. 95

BLUESCAPE
ENVIRONMENTAL

RECEIVED
MAR 06 2026
BAPC/BAQP

March 5, 2026

Jaimie Mara
Major Source Permitting Supervisor | Bureau of Air Pollution Control
Nevada Department of Environmental Protection
9805 Double R Road, Suite 200
Reno, NV 89521

Subject: New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the Peru Ridge Technology Facility located in Sparks, Nevada

Dear Ms. Mara:

On behalf of PR RNO Property Owner 1, LLC, BlueScape Environmental (BlueScape) has prepared a Class I Operating Permit to Construct (OPTC) permit application package to construct and operate a new stationary source and an Application for Determination of Insignificant Activities as defined under NAC 445B.288(4). The proposed Peru Ridge Technology Center (Facility) will be located within the Tahoe-Reno Industrial Center (TRIC) near Sparks, Nevada. This permit application, including the required permit application forms provided in Attachment A, is being submitted to the Nevada Division of Environmental Protection (NDEP) Bureau of Air Pollution Control (BAPC).

The Facility will be installing a P1 Power Plant consisting of natural gas-fueled prime engines with combined rating estimated at 218 megawatts (MW); 12 x compressed natural gas (CNG) pressure reducing system (PRS, only 6 operating at any time); diesel-fueled emergency black start engine (BSE) gensets with combined rating of 8.2 MW; diesel-fueled emergency backup data center (DC) engines with a combined rating estimated at 246 MW serving as backup power for a data center; Substation diesel-fueled emergency backup engines; fire pump engines; and associated diesel storage tanks, on a portion of an approximately 1,204-acre parcel. Aggreko will be the owner and operator of the prime engines and BSE gensets. Certarus will be the owner and operator of the CNG PRS units.

Specifically, as detailed in the provided specifications of Attachment B, the Facility design includes 136 x 2,146 bhp Aggreko Jenbacher J420 engines, 12 x CNG PRS units (only 6 units will ever run simultaneously), 6 x 1,370 kW diesel-fueled BSE gensets, 82 x 3.0 MW (4,393 bhp) Tier 4 Caterpillar 3516E engines, 2 x 1.25 MW Tier 2 Caterpillar C32 Substation engines, and 2 x 488 bhp Tier 3 Clarke C13H0-UFAD50

GENERAL COMPANY INFORMATION FORM (continued)

9. **Emission Cap Requested [NAC 445B.070, NAC 445B.296(2), NAC 445B.296(3)]:**
☒ Yes ☐ No (If yes, provide details in the attached Process Narrative) Fleet is requesting a facility-wide natural gas combustion limit applied to the 136 P1 engines and 12 PRS units (only 6 operating at one time) of 16,964,636 MMBtu/yr HHV. PR RNO is requesting a facility-wide diesel fuel limit applied to the 82 data center engines for non-emergency operations, 6 dual engine black start engine gensets, 2 Substation engines, and 2 fire pump engines, of 1,757,060 gallons/year, 12-month rolling sum, and a limit to below 250 tons/year of each criteria pollutant, 12-month rolling sum.

10. **Important note** for completing the Industrial Process, Combustion Equipment, Storage Silo, and Liquid Storage Tank Application Forms: forms need to be included for all permitted emission units and insignificant activities. Provide additional forms as needed. All items in the application must be addressed. If an item does not apply, then "N/A" or similar notation (TDB, unknown, etc.) must be entered in the appropriate blank.

11. **Check one that applies:**
☐ Major Stationary Source [40 CFR 52.21]
☐ Minor Source [40 CFR 71.2]
☒ New Source Review (NSR) Synthetic Minor Source [40 CFR 49.167]

12. **Is the Facility subject to 40 CFR 51.307 and 52.21(p) (i.e., located within 100 km of a Class I Federal Area within Nevada and any adjacent states, for example Jarbidge Wilderness Area) protected by the Regional Haze Program (40 CFR Part 81)?**
☐ Yes ☒ No

13. **Check any of the following that apply to this application:**
☐ Involve significant changes to the existing requirements for monitoring, reporting, or recordkeeping.
☐ Require or change a determination of an emission limitation or other standard on a case-by-case basis.
☒ Require or change a visibility or increment analysis.
☐ Require or change a determination of ambient impact for any temporary source.
☐ Establish or change a condition of the operating permit for which there is no federally enforceable emissions cap and/or an alternative emission limitation pursuant to U.S.C. Title 42 7412(i)(5).
☐ Result in an increase in allowable emissions that exceeds any of the following specified thresholds: Carbon monoxide, 100 tons per year; Nitrogen oxides, 40 tons per year; Sulfur dioxide (SO_2), 40 tons per year; Particulate Matter less than or equal to 10 microns in diameter (PM_{10}), 15 tons per year; Ozone (O_3), 40 tons per year of volatile organic compounds (VOC); Sulfuric acid mist, 7 tons per year; and Hydrogen sulfide (H_2S), 10 tons per year.
☐ Modification pursuant to any provision of U.S.C. Title 42 7401 to 7515, inclusive, or a major modification at an existing major stationary source.

If any of the boxes were checked above, a minor revision may not be made to the Class I Operating Permit pursuant to NAC 445B.3425.

GREENHOUSE GASES (GHG) DETAILED CALCULATIONS, PER UNIT

Area	Unit No.	Unit Description	Operating Hours: Daily	Operating Hours: Annual	Heat Input (MMBtu): Hourly (MMBtu/hr)	Heat Input (MMBtu): Annual (MMBtu/yr)	Fuel Usage: Hourly	Fuel Usage: Annual	Fuel Usage: Units	Power Output: Amount	Power Output: Units	Controls: Type	Controls: Efficiency or Dry Volume Flow Rate	Emissions per Unit: Pollutant	Emissions per Unit: Factor	Emissions per Unit: Unit	Emissions per Unit: Hourly Rate (lbs/hr)	Emissions per Unit: Yearly Rate (tons/yr)	References	Number of Units
		System No. & Name:	System 1: P1 Power Plant Engines																	
Prime Power Yard	J420-01 - J420-136	Jenbacher J420 1.6 MW Natural Gas-Fueled Engine	24	8,760	14.23	124,646	16,249	142,306,200	SCF	2,146	BHP	OxCat SCR	N/A	CO_2	1.10E+02	lb/MMBtu	1.57E+03	6.86E+03	AP-42 Table 3.2	136
														CH_4	2.20E-03	lb/MMBtu	3.13E-02	1.37E-01	1	
														N_2O	2.20E-04	lb/MMBtu	3.13E-03	1.37E-02	1	
														CO_2e			1.57E+03	6.86E+03	1	
		System No. & Name:	System 2: CNG Pressure Reducing System																	
Prime Power Yard	PRS-01 - PRS-12	Certarus CNG Pressure Reducing System	24	8,760	0.2	2,129	0.0002	2	MMscf	N/A	N/A	None	N/A	CO_2	N/A	Vendor	2.44E+02	1.07E+03	Vendor	12
														CH_4	N/A	N/A	0.00E+00	0.00E+00	N/A	
														N_2O	N/A	N/A	0.00E+00	0.00E+00	N/A	
														CO_2e			2.44E+02	1.07E+03	N/A	
		System No. & Name:	System 3: Black Start Engine Gensets for Prime Power Engines																	
Prime Power Yard	BSE-1 - BSE-6	Volvo Penta 14 1,370 kW Diesel-Fueled Black Start Engine Gensets	1	100	14.35	1,435	103.0	10,300	Gallons	1,864	BHP	OxCat SCR Particulate Filter	N/A	CO_2	1.65E+02	lb/MMBtu	2.34E+03	1.17E+02	AP-42 Table 3.4	6
														CH_4	6.61E-03	lb/MMBtu	9.36E-02	4.68E-03	1	
														N_2O	1.32E-03	lb/MMBtu	1.87E-02	9.36E-04	1	
														CO_2e			2.34E+03	1.17E+02	1	
		System No. & Name:	System 4: Generator Building 1 Engines																	
DC Generator Building 1	DC1-01 - DC1-21	Tier 4 Caterpillar 3516E 3.0 MW Diesel-Fired Generator	1	100	28.1	2,807	204	20,430	Gallons	4,393	BHP	OxCat SCR Particulate Filter	N/A	CO_2	1.65E+02	lb/MMBtu	4.63E+03	2.32E+02	AP-42, Table 3.4-1	21
														CH_4	6.61E-03	lb/MMBtu	1.86E-01	9.28E-03	1	
														N_2O	1.32E-03	lb/MMBtu	3.71E-02	1.86E-03	1	
														CO_2e			4.65E+03	2.32E+02	1	
		System No. & Name:	System 4: Generator Building 2 Engines																	
DC Generator Building 2	DC2-01 - DC2-20	Tier 4 Caterpillar 3516E 3.0 MW Diesel-Fired Generator	1	100	28.1	2,807	204	20,430	Gallons	4,393	BHP	OxCat SCR Particulate Filter	N/A	CO_2	1.65E+02	lb/MMBtu	4.63E+03	2.32E+02	AP-42, Table 3.4-1	20
														CH_4	6.61E-03	lb/MMBtu	1.86E-01	9.28E-03	1	
														N_2O	1.32E-03	lb/MMBtu	3.71E-02	1.86E-03	1	
														CO_2e			4.65E+03	2.32E+02	1	
		System No. & Name:	System 4: Generator Building 3 Engines																	
DC Generator Building 3	DC3-01 - DC3-21	Tier 4 Caterpillar 3516E 3.0 MW Diesel-Fired Generator	1	100	28.1	2,807	204	20,430	Gallons	4,393	BHP	OxCat SCR Particulate Filter	N/A	CO_2	1.65E+02	lb/MMBtu	4.63E+03	2.32E+02	AP-42, Table 3.4-1	21
														CH_4	6.61E-03	lb/MMBtu	1.86E-01	9.28E-03	1	
														N_2O	1.32E-03	lb/MMBtu	3.71E-02	1.86E-03	1	
														CO_2e			4.65E+03	2.32E+02	1	

TABLE 8 GENERAL SPECIFICATIONS FOR FIRE PUMP ENGINES	
Parameter	**Value**
Model	Clarke UFAD12
Number of Units	2
Output Power per Unit (kW)	364
Output Power per Unit (bhp)	488
100% Load Fuel Consumption (gal/hr)	31.5
100% Load Fuel Consumption (MMBtu/hr)	4.32
Maximum Annual Fuel Use (gallons/year)	1,260

3.3 Regulated Pollutants

This section summarizes PTE calculations and resulting emission rates for regulated New Source Review (NSR) criteria pollutants and greenhouse gases (GHGs) from the units proposed as part of the Peru Ridge Technology Center. The regulated NSR pollutants included here are NO_X, CO, VOC, SO_2, PM_{10}, $PM_{2.5}$ and GHGs as carbon dioxide equivalent (CO_2e).

3.3.1 Jenbacher J420 Prime Power Natural Gas Engine NSR Pollutant Emissions

A summary of NSR pollutant emissions from the P1 Power Plant natural gas-fueled engines is presented in this section. Each engine will operate for up to 8,760 hours per year at the maximum hourly fuel rate at 100% load. The short-term (hourly to daily, or 24-hour) PTE of regulated NSR pollutants for the proposed engines are based upon the bhp rating, and fuel consumption at 100% load (MMBtu/hr) per engine; and the uncontrolled emission factors provided by the manufacturer and obtained from USEPA AP-42. The long-term (annual) PTE of regulated NSR pollutants for the proposed engines are based upon the derated fuel usage of the engines at a high altitude, per engine, with a 10% safety factor; and the uncontrolled emission factors provided by the manufacturer and obtained from USEPA AP-42. The control efficiencies for NO_X, CO and VOC due to the SCR and OxCat controls were provided by the manufacturer.

Table 9 presents the maximum controlled hourly NSR pollutant emissions for the proposed Jenbacher J420 prime power engines.

This air dispersion modeling analysis is conducted in accordance with the NDEP modeling requirements and the NDEP/BAPC *Class I Air Quality Operating Permit Guidance Document*, dated July 2021, the NDEP's *General Air Dispersion Modeling Guidelines*, dated September 2008 and the United States Environmental Protection Agency's (USEPA) *Guideline on Air Quality Models* (40 CFR 51, Appendix W). The criteria pollutants evaluated in this analysis are particulate matter with an aerodynamic diameter of less than 2.5 microns ($PM_{2.5}$), PM_{10}, oxides of nitrogen (NO_X and NO_2), volatile organic compounds (VOC), sulfur dioxide (SO_2) and carbon monoxide (CO). To analyze impacts from VOC emissions, NDEP requires ozone (O_3) modeling using a method developed by the USEPA entitled *VOC/NO_X Point Source Screening Tables, by Richard D. Scheffe*. A PSD increment consumption analysis was also completed for NO_2 and PM_{10} emissions from the Project. This modeling analysis demonstrates compliance with the NvAAQS for all criteria pollutants and demonstrates that the Project will not lead to increment consumption exceeding the PSD increment thresholds.

2.0 FACILITY DESCRIPTION

The proposed Facility will construct the P1 Power Plant, four (4) generator buildings with 82 data center (DC) backup engines, one (1) data center building and accessory structures. The P1 Power Plant will have one-hundred-thirty-six (136) 2,146 brake-horsepower (bhp) (about 1.6 MW) Jenbacher J420 natural gas-fueled engines, with six (6) 1,370 kW (1,864 bhp) Tier 4 Volvo Penta diesel-fueled black start engine (BSE) gensets, each with dual engines, situated in the center of the P1 Plant, to be used for startup of the P1 Plant in an emergency situation, or when called upon for a grid emergency. Twelve (12) CNG PRS units (six of which will ever be operating simultaneously) will be located southwest of the P1 site. The P1 Power Plant with Jenbacher gas engines, BSE diesel gensets and CNG PRS units will be located south of the data center and will be owned and operated by Aggreko.

Two north generator buildings will each include twenty (20) 3.0 MW emergency backup DC engines. Two south generator buildings will each include twenty-one (21) DC engines. The Facility will also include two (2) 1.25 MW (1,676 bhp) Tier 2 Caterpillar C32 emergency diesel-fueled engines which will be used as "Substation" backup engines for auxiliary operations. Two (2) 364 kW (488 bhp) Tier 3 fire pump diesel-fueled engines will be installed at the Facility.

Twelve (12) 40,000-gallon diesel storage tanks will be onsite, three (3) per generator building, along with 150-gallon diesel day tanks attached to each of the 3.0 MW generators. The BSE gensets will have associated 1,240-gallon diesel tanks. The two Substation emergency backup engines will be located onsite at the Substation. The two fire pumps will be located onsite at the Security/Fire Building (SFB). The Substation engines will also have associated 150-gallon day tanks. The fire pumps will have associated 400-gallon diesel tanks. The diesel backup engines will be operated periodically for equipment maintenance and testing purposes. In addition, the BSE gensets, DC engines and Substation engines may be used for emergency

BLUESCAPE
ENVIRONMENTAL

February 24, 2026

Jaimie Mara
Major Source Permitting Supervisor | Bureau of Air Pollution Control
Nevada Department of Environmental Protection
9805 Double R Road, Suite 200
Reno, NV 89521

RECEIVED
MAR 05 2026
BAPC/BAQP

Subject: New Class I OPTC Air Permit Application Package and Insignificant Activity Determination Package for Construction of the South Valley Technology Facility located in McCarran, Nevada

Dear Ms. Mara:

On behalf of SV RNO Property Owner 1, LLC, BlueScape Environmental (BlueScape) has prepared a Class I Operating Permit to Construct (OPTC) permit application package to construct and operate a new stationary source and an Application for Determination of Insignificant Activities as defined under NAC 445B.288(4). The proposed South Valley Technology Center (Facility) will be located within the Tahoe-Reno Industrial Center (TRIC) near McCarran, Nevada. This permit application, including the required permit application forms provided in Attachment A, is being submitted to the Nevada Division of Environmental Protection (NDEP) Bureau of Air Pollution Control (BAPC).

The Facility will be installing a P1 Power Plant consisting of natural gas-fueled prime engines with combined rating estimated at 144 megawatts (MW); liquified natural gas-fueled (LNG) vaporizers; diesel-fueled emergency black start engine (BSE) gensets with combined rating of 5.5 MW; diesel-fueled emergency backup data center (DC) engines with a combined rating estimated at 318 MW serving as backup power for a data center; Substation diesel-fueled emergency backup engines; fire pump engines; and associated diesel storage tanks, on a portion of an approximately 1,519-acre parcel. Aggreko will be the owner and operator of the prime engines and BSE gensets. Stabilis will be the owner and operator of the LNG vaporizers.

Specifically, as detailed in the provided specifications of Attachment B, the Facility design includes 90 x 2,146 bhp Aggreko Jenbacher J420 engines, 2 x 52 MMBtu/hr Stabilis LNG dual burner vaporizers, 4 x 1,370 kW diesel-fueled BSE gensets, 106 x 3.0 MW (4,393 bhp) Tier 4 Caterpillar 3516E engines, 2 x 1.25 MW Tier 2 Caterpillar C32 Substation engines, and 2 x 488 bhp Tier 3 Clarke C13H0-UFAD50 fire pump

GENERAL COMPANY INFORMATION FORM (continued)

9. Emission Cap Requested [NAC 445B.070, NAC 445B.296(2), NAC 445B.296(3)]:

☒ Yes ☐ No (If yes, provide details in the attached Process Narrative) Fleet is requesting a facility-wide natural gas combustion limit applied to the 90 P1 engines and 2 dual-burner LNG vaporizer of 13,250,998 MMBtu/yr HHV. SV RNO is requesting a facility-wide diesel fuel limit applied to the 106 data center engines for non-emergency operations, 4 dual engine black start gensets, 2 substation engines, and 2 fire pump engines, of 2,226,780 gallons/year, 12-month rolling sum, and a limit to below 250 tons/year of each criteria pollutant, 12-month rolling sum.

10. Important note for completing the Industrial Process, Combustion Equipment, Storage Silo, and Liquid Storage Tank Application Forms: forms need to be included for all permitted emission units and insignificant activities. Provide additional forms as needed. All items in the application must be addressed. If an item does not apply, then "N/A" or similar notation (TDB, unknown, etc.) must be entered in the appropriate blank.

11. Check one that applies:

☐ Major Stationary Source [40 CFR 52.21]

☐ Minor Source [40 CFR 71.2]

☒ New Source Review (NSR) Synthetic Minor Source [40 CFR 49.167]

12. Is the Facility subject to 40 CFR 51.307 and 52.21(p) (i.e., located within 100 km of a Class I Federal Area within Nevada and any adjacent states, for example Jarbidge Wilderness Area) protected by the Regional Haze Program (40 CFR Part 81)?

☐ Yes ☒ No

13. Check any of the following that apply to this application:

☐ Involve significant changes to the existing requirements for monitoring, reporting, or recordkeeping.

☐ Require or change a determination of an emission limitation or other standard on a case-by-case basis.

☒ Require or change a visibility or increment analysis.

☐ Require or change a determination of ambient impact for any temporary source.

☐ Establish or change a condition of the operating permit for which there is no federally enforceable emissions cap and/or an alternative emission limitation pursuant to U.S.C. Title 42 7412(i)(5).

☐ Result in an increase in allowable emissions that exceeds any of the following specified thresholds: Carbon monoxide, 100 tons per year; Nitrogen oxides, 40 tons per year; Sulfur dioxide (SO_2), 40 tons per year; Particulate Matter less than or equal to 10 microns in diameter (PM_{10}), 15 tons per year; Ozone (O_3), 40 tons per year of volatile organic compounds (VOC); Sulfuric acid mist, 7 tons per year; and Hydrogen sulfide (H_2S), 10 tons per year.

☐ Modification pursuant to any provision of U.S.C. Title 42 7401 to 7515, inclusive, or a major modification at an existing major stationary source.

If any of the boxes were checked above, a minor revision may not be made to the Class I Operating Permit pursuant to NAC 445B.3425.

GREENHOUSE GASES (GHG) DETAILED CALCULATIONS, PER UNIT

Area	Unit No.	Unit Description	Operating Hours		Heat Input (MMBtu)		Fuel Usage			Power Output		Controls		Emissions per Unit					References	Number of Units
			Daily	Annual	Hourly (MMBtu/hr)	Annual (MMBtu/yr)	Hourly	Annual	Units	Amount	Units	Type	Efficiency or Dry Volume Flow Rate	Pollutant	Factor	Unit	Hourly Rate (lbs/hr)	Yearly Rate (tons/yr)		
		System No. & Name:	System 1: PI Power Plant Engines																	
Prime Power Yard	1420-01 – 1420-90	Jenbacher J420 1.6 MW Natural Gas Fueled Engine	24	8,760	14.23	124,646	16,245	142,306,200	scf	2,146	BHP	Ox Cat SCR	N/A	CO_2	1.19E+02	lb/MMBtu	1.57E+03	6.86E+03	AP-42 Table 3.2	90
														CH_4	2.20E-03	lb/MMBtu	3.14E-02	1.37E-01	1	
														N_2O	2.20E-04	lb/MMBtu	3.14E-03	1.37E-02	1	
														CO_2e			1.57E+03	6.86E+03	1	
		System No. & Name:	System 2: Liquified Natural Gas Vaporizers																	
Prime Power Yard	S-AP1 S-AP2	Stationary Fired Heater Liquid Natural Gas (LNG) Vaporizer	24	8,760	52.0	455,520	0.0510	447	MMscf	N/A	N/A	None	N/A	CO_2	9.00E+02	lb/MMBtu	4.68E+04	2.05E+05	Vendor	2
														CH_4	2.20E-03	lb/MMBtu	1.15E-01	5.02E-01	1	
														N_2O	2.20E-04	lb/MMBtu	1.15E-02	5.02E-02	1	
														CO_2e			[illegible]	[illegible]	1	
		System No. & Name:	System 3: Black Start Engine Gensets for Prime Power Engines																	
Prime Power Yard	BSG-1 – BSG-4	Kohler Power 1.4 (?) MW Diesel Fueled Black Start Engine Gensets	1	100	14.1	1,41[illegible]	103.0	10,300	Gallons	1,904	BHP	Ox Cat SCR Particulate Filter	N/A	CO_2	1.63E+02	lb/MMBtu	2.31E+03	1.17E+02	AP-42 Table 3.4	4
														CH_4	6.61E-03	lb/MMBtu	9.30E-02	4.65E-03	1	
														N_2O	1.32E-03	lb/MMBtu	1.87E-02	9.30E-04	1	
														CO_2e			2.34E+03	1.17E+02	1	
		System No. & Name:	System 4: Generator Building A Engines																	
DC Generator Building A	DC-BA-01 – DC-BA-24	Two (2) Caterpillar 3516E 3.0 MW Diesel Fired Generator	1	100	28.1	2,807	204	20,430	Gallons	4,193	BHP	Ox Cat SCR Particulate Filter	N/A	CO_2	1.63E+02	lb/MMBtu	4.63E+03	2.32E+02	AP-42, Table 3.4-1	24
														CH_4	6.61E-03	lb/MMBtu	1.86E-01	9.29E-03	1	
														N_2O	1.32E-03	lb/MMBtu	3.71E-02	1.86E-03	1	
														CO_2e			4.65E+03	2.32E+02	1	
		System No. & Name:	System 4: Generator Building B Engines																	
DC Generator Building B	DC-BB-01 – DC-BB-29	Two (2) Caterpillar 3516E 3.0 MW Diesel Fired Generator	1	100	28.1	2,807	204	20,430	Gallons	4,193	BHP	Ox Cat SCR Particulate Filter	N/A	CO_2	1.63E+02	lb/MMBtu	4.63E+03	2.32E+02	AP-42, Table 3.4-1	29
														CH_4	6.61E-03	lb/MMBtu	1.86E-01	9.29E-03	1	
														N_2O	1.32E-03	lb/MMBtu	3.71E-02	1.86E-03	1	
														CO_2e			4.65E+03	2.32E+02	1	
		System No. & Name:	System 4: Generator Building C Engines																	
DC Generator Building C	DC-BC-01 – DC-BC-24	Two (2) Caterpillar 3516E 3.0 MW Diesel Fired Generator	1	100	28.1	2,807	204	20,430	Gallons	4,193	BHP	Ox Cat SCR Particulate Filter	N/A	CO_2	1.63E+02	lb/MMBtu	4.63E+03	2.32E+02	AP-42, Table 3.4-1	24
														CH_4	6.61E-03	lb/MMBtu	1.86E-01	9.29E-03	1	
														N_2O	1.32E-03	lb/MMBtu	3.71E-02	1.86E-03	1	
														CO_2e			4.65E+03	2.32E+02	1	
		System No. & Name:	System 4: Generator Building D Engines																	
DC Generator Building D	DC-BD-01 – DC-BD-29	Two (2) Caterpillar 3516E 3.0 MW Diesel Fired Generator	1	100	28.1	2,807	204	20,430	Gallons	4,193	BHP	Ox Cat SCR Particulate Filter	N/A	CO_2	1.63E+02	lb/MMBtu	4.63E+03	2.32E+02	AP-42, Table 3.4-1	29
														CH_4	6.61E-03	lb/MMBtu	1.86E-01	9.29E-03	1	
														N_2O	1.32E-03	lb/MMBtu	3.71E-02	1.86E-03	1	
														CO_2e			4.65E+03	2.32E+02	1	
		System No. & Name:	System 5: Substation Engines																	
Substation	EG-1 EG-2	Two (2) Caterpillar C32 1.25 MW Diesel Fired Generator	1	100	12.0	1,197	87.4	8,740	Gallons	1,676	BHP	None	N/A	CO_2	1.63E+02	lb/MMBtu	1.96E+03	9.80E+01	AP-42, Table 3.4-1	2
														CH_4	6.61E-03	lb/MMBtu	7.92E-02	3.96E-03	1	
														N_2O	1.32E-03	lb/MMBtu	1.58E-02	7.92E-04	1	
														CO_2e			1.96E+03	9.81E+01	1	
		System No. & Name:	System 6: Fire Pump Engines																	
Fire Command Center	FIRE-1 FIRE-2	Two (2) [illegible] 366 kW [illegible] Diesel Fired Fire Pump Engine	1	40	4.37	175	31.9	1,276	Gallons	586	BHP	None	N/A	CO_2	1.63E+02	lb/MMBtu	7.08E+02	1.42E+01	AP-42, Table 3.4-1	2
														CH_4	6.61E-03	lb/MMBtu	2.89E-02	5.78E-04	1	
														N_2O	1.32E-03	lb/MMBtu	5.78E-03	1.16E-04	1	
														CO_2e			7.10E+02	1.42E+01	1	

1. Emission Factors for Greenhouse Gas Inventories, June 2024. https://www.epa.gov/system/files/documents/2024-02/ghg-emission-factors-hub-2024.pdf

TABLE 8 GENERAL SPECIFICATIONS FOR FIRE PUMP ENGINES	
Parameter	**Value**
Model	Clarke UFAD12
Number of Units	2
Output Power per Unit (kW)	364
Output Power per Unit (bhp)	488
100% Load Fuel Consumption (gal/hr)	31.5
100% Load Fuel Consumption (MMBtu/hr)	4.32
Maximum Annual Fuel Use (gallons/year)	1,260

3.3 Regulated Pollutants

This section summarizes PTE calculations and resulting emission rates for regulated New Source Review (NSR) criteria pollutants and greenhouse gases (GHGs) from the units proposed as part of the South Valley Technology Center. The regulated NSR pollutants included here are NO_X, CO, VOC, SO_2, PM_{10}, $PM_{2.5}$ and GHGs as carbon dioxide equivalent (CO_2e).

3.3.1 Jenbacher J420 Prime Power Natural Gas Engine NSR Pollutant Emissions

A summary of NSR pollutant emissions from the P1 Power Plant natural gas-fueled engines is presented in this section. Each engine will operate for up to 8,760 hours per year at the maximum hourly fuel rate at 100% load. The short-term (hourly to daily, or 24-hour) PTE of regulated NSR pollutants for the proposed engines are based upon the bhp rating, and fuel consumption at 100% load (MMBtu/hr) per engine; and the uncontrolled emission factors provided by the manufacturer and obtained from USEPA AP-42. The long-term (annual) PTE of regulated NSR pollutants for the proposed engines are based upon the derated fuel usage of the engines at a high altitude, per engine, with a 10% safety factor; and the uncontrolled emission factors provided by the manufacturer and obtained from USEPA AP-42. The control efficiencies for NO_X, CO and VOC due to the SCR and OxCat controls were provided by the manufacturer.

Table 9 presents the maximum controlled hourly NSR pollutant emissions for the proposed Jenbacher J420 prime power engines.

PUCN Docket No. 26-04026 and 26-04027
Response to NCARE Data Request Nos. 1-1 and 1-11 through 1-20

Dated: June 22, 2026

Request No: NCARE 1-16 **Request Date:** June 5, 2026

Requester: George Cavros **Responder:** Curt Ledford

Question:

For the Peru Ridge Facility, Applicant's application to NDEP for a new Class 1 OPTC Air Permit proposes a combined facility-wide permit limitation of 1,767,060 gallons per year of diesel fuel, and a combined facility-wide permit limitation of 16,964,636 MMBtu per year of natural gas for the P1 engines and PRS units.

a) Please provide the annual MWh of projected net generation from the Peru Ridge Facility used to calculate the diesel fuel permit limitation of 1,767,060 gallons per year.

b) Please provide the annual MWh of projected net generation from the Peru Ridge Facility used to calculate the natural gas permit limitation of 16,964,636 MMBtu per year.

RESPONSE CONFIDENTIAL? No

Response to NCARE 1-16:

a) Of the 1,767,060 gallons of diesel, 1,764,540 gallons are used in the diesel backup generators for the data center. The remainder is used as fuel for the fire pumps and generates no electricity. The 1,764,540 gallons of diesel can generate about 25,100 MWh/yr.

b) The 16,964,636 MMBTU can produce 1,906,176 MWh/yr.

PUCN Docket No. 26-04026 and 26-04027
Response to NCARE Data Request Nos. 1-1 and 1-11 through 1-20

Dated: June 22, 2026

Request No: NCARE 1-15 **Request Date:** June 5, 2026

Requester: George Cavros **Responder:** Curt Ledford

Question:

For the South Valley Facility, Applicant's application to NDEP for a new Class 1 OPTC Air Permit proposes a combined facility-wide permit limitation of 2,226,780 gallons per year of diesel fuel, and a combined facility-wide permit limitation of 13,250,998 MMBtu per year of natural gas for the P1 engines and LNG vaporization.

a) Please provide the annual MWh of projected net generation from the South Valley Facility used to calculate the diesel fuel permit limitation of 2,226,780 gallons per year.

b) Please provide the annual MWh of projected net generation from the South Valley Facility used to calculate the natural gas permit limitation of 13,250,998 MMBtu per year.

RESPONSE CONFIDENTIAL? No

Response to NCARE 1-15:

a) Of the 2,226,780 gallons of diesel, 2,183,060 gallons are used in the diesel backup generators for the data center. The remainder is used as fuel for the fire pumps and generates no electricity. The 2,183,060 gallons of diesel can generate about 32,300 MWh/yr.

b) The 13,250,998 MMBTU can produce 1,261,440 MWh/yr.

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26-04026

Public Utilities Commission of Nevada
Electronic Filing
Submitted: 6/22/2026 8:57:17 AM

Reference: a5acb8d8-ff7a-4fb9-8739-602ba854155c

Payment Reference: b9-8739-602ba854155c

Filed For: SV RNO Property Owner 1 LLC and PR RNO Property Owner 1 LLC

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

By electronically filing the document(s),
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
SV RNO Property Owner 1 LLC and PR RNO Property Owner 1 LLC

Davison Van Cleve PC
Attorneys at Law
(725) 735.1719 ● crl@dvclaw.com

4675 W Teco Ave., Suite 230
Las Vegas, Nevada 89118

June 22, 2026

Trisha Osborne
Assistant Commission Secretary
Public Utilities Commission of Nevada
1150 E. William Street
Carson City, NV 89701

Re: Application of SV RNO Property Owner 1 LLC for a Permit to Construct the Proposed South Valley Generation Facility in Storey County, Nevada, under the provisions of the Utility Environmental Protection Act.
Docket No. 26-04026

Application of PR RNO Property Owner 1, LLC for a Permit to Construct the Peru Ridge Self-Generation Project, consisting of natural gas-fueled electrical generating facilities located in Storey County, Nevada, under the provisions of the Utility Environmental Protection Act.
Docket No. 26-04027

Dear Ms. Osborne:

Please find enclosed the REPLY BY APPLICANTS TO NEVADANS FOR CLEAN AFFORDABLE RELIABLE ENERGY'S RESPONSE IN OPPOSITION TO APPLICANTS' MOTION TO DISPENSE WITH HEARING in the above-referenced dockets.

Sincerely,

<u>/s/ Curt R. Ledford</u>
Curt R. Ledford
Nevada Bar No. 9101
4675 W. Teco Ave., Suite 230
Las Vegas, NV 89118
(725) 735-1718 (telephone)
crl@dvclaw.com

Attorneys for SV RNO Property Owner 1, LLC and PR RNO Property Owner 1, LLC

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Application of SV RNO Property Owner 1 LLC for a Permit to Construct the Proposed South Valley Generation Facility in Storey County, Nevada, under the provisions of the Utility Environmental Protection Act.)	Docket No. 26-040026
Application of PR RNO Property Owner 1, LLC for a Permit to Construct the Peru Ridge Self-Generation Project, consisting of natural gas-fueled electrical generating facilities located in Storey County, Nevada, under the provisions of the Utility Environmental Protection Act.)	Docket No. 26-040027

REPLY BY APPLICANTS TO NEVADANS FOR CLEAN AFFORDABLE RELIABLE ENERGY'S RESPONSE IN OPPOSITION TO APPLICANTS' MOTION TO DISPENSE WITH HEARING

I. INTRODUCTION

SV RNO Property Owner 1 LLC and PR RNO Property Owner 1, LLC ("Applicants"), by and through undersigned counsel, and in accordance with NAC 703.555, hereby submits this Reply to further support its Motion to Dispense with Hearing ("Motion") and in response to the Opposition filed by Nevadans for Clean Affordable Reliable Energy ("NCARE") ("Opposition"). The Opposition rests on a fundamental misreading of the statutory framework governing proceedings under Nevada's Utility Environmental Protection Act ("UEPA"), NRS 704.820–704.900, and improperly attempts to impose requirements that the Legislature deliberately chose not to include. When the relevant statutes are read as a coherent whole, it is clear that the Commission not only has the authority to dispense with a hearing in this matter, but that doing so is consistent with both legislative intent and the structure of UEPA proceedings.

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II. ARGUMENT

NCARE's Opposition fails because it attempts to impose procedural requirements that do not exist in the governing statute while ignoring those that do. The arguments that follow demonstrate three central points. First, UEPA establishes a distinct and streamlined statutory framework that reflects a legislative intent to resolve permit applications efficiently upon Staff and Commission review of a completed application, consistent with statutory and regulatory requirements, and, importantly, without unnecessary duplication. Second, the plain language of NRS 704.880 vests the Commission with broad discretion to dispense with a hearing absent the filing of a qualifying protest, and NCARE's filings do not satisfy that statutory standard. Third, even if the Commission were to look beyond the threshold statutory issue, NCARE has not identified any specific, material dispute of fact that would necessitate an evidentiary hearing, particularly in light of the Legislature's directive that prior environmental findings be incorporated rather than re-litigated. Read together, these principles confirm that a hearing is neither required nor warranted in this proceeding, and that granting the Motion is fully consistent with both the text and purpose of UEPA.

A. The UEPA Establishes a Distinct and Streamlined Statutory Framework That Controls Over Generalized APA Principles.

NCARE's Opposition repeatedly invokes general concepts associated with contested administrative proceedings, but it does so without acknowledging that UEPA creates a specialized and self-contained procedural scheme. That scheme reflects a legislative judgment that applications for utility environmental permits must be resolved efficiently, based on an applicant's filed materials, and without unnecessary duplication of proceedings that have already occurred at other levels of government.

The Legislature made this intent explicit in multiple provisions. Most notably, NRS 704.8905 requires the Commission to render a decision within 150 days and to do so "upon the record." This language is significant. It confirms that the Commission's role is not to recreate the entire evidentiary foundation for the project, but rather to evaluate an existing record and determine whether the statutory criteria for approval are satisfied. The statute does not mandate that such a record be developed through live testimony or an evidentiary hearing in every instance.

That understanding is reinforced by NRS 704.877, which prohibits duplicative environmental review and directs the Commission to accept and incorporate prior environmental determinations made by other agencies. This provision would be rendered largely meaningless if the Commission were required, as NCARE suggests, to conduct a full evidentiary hearing whenever a party expresses a generalized interest in participating. The statutory command to avoid duplication necessarily contemplates that, in appropriate cases, the Commission will rely on an existing written record (e.g., the filed application and responses to factual discovery requests) rather than reopen factual development through testimony.

NCARE's reliance on generalized administrative law principles therefore cannot override the specific procedural design enacted by the Legislature for UEPA proceedings. Where a specific statutory scheme exists, it governs.[1]

B. NRS 704.880 Confers Broad Discretion to the Commission to Dispense with a Hearing.

The central issue presented by the Motion is addressed directly by NRS 704.880, which provides that the Commission, "in its discretion, may dispense with the hearing on the application" if no protest has been filed by or on behalf of an interested party within the time fixed by notice. The statute is unambiguous in two critical respects.

[1] *See,* Cromer v. Wilson, 126 Nev. 106 (2010).

First, it establishes that a hearing is not mandatory in every case. The use of the phrase "may dispense with the hearing" reflects a clear legislative determination that the Commission should have flexibility to decide whether a hearing is necessary based on the circumstances of the application and the state of the record. Nothing in the statute suggests that this discretion is narrow or exceptional; to the contrary, it is framed as a routine procedural option available to the Commission. Indeed, such is the normal course for UEPA proceedings before this Commission for the past two decades.

Second, the statute identifies a specific condition that limits that discretion—namely, the filing of a "protest." By choosing that term, the Legislature distinguished between mere participation in a proceeding and the act of formally opposing the granting of an application. It is only the latter that constrains the Commission's ability to dispense with a hearing.

NCARE's Opposition effectively reads this limitation out of the statute. Its position would transform any expression of interest or participation into a categorical bar against dispensing with a hearing. Such an interpretation cannot be reconciled with the statutory text, because it would collapse the distinction between a "party" and a "protest" and deprive the protest requirement of independent meaning.

i. NCARE'S Notice of Intent to be a Party Does Not Constitute a Protest Under the Statute.

The flaw in NCARE's argument becomes particularly apparent in its treatment of its own filing. NCARE contends that its Notice of Intent to be a Party should be treated as the functional equivalent of a protest. That position is unsupported by the statutory framework and inconsistent with the role that each filing serves.

Under NRS 704.885, a person or entity may become a party to a UEPA proceeding by filing the appropriate notice. That provision ensures that interested persons have an opportunity to participate, submit comments, and be heard within the procedural structure established by the Commission. It does not, however, define or replace the concept of a protest.

A protest, by its nature, is an affirmative statement of opposition to the granting of the application. It identifies the grounds on which the application is challenged and signals the existence of a genuine dispute that may warrant further evidentiary development. A filing that merely seeks party status, without articulating any specific objection or requesting denial or modification of the permit, does not serve that function.

NCARE's Notice of Intent does not set forth substantive objections to the application, identify disputed issues of material fact, or request that the Commission deny or condition the permit in any particular manner. It therefore cannot reasonably be construed as a protest within the meaning of NRS 704.880. Accepting NCARE's interpretation would eliminate any meaningful distinction between participation and opposition, effectively ensuring that a hearing would be required in every case regardless of whether any actual dispute exists. Such a result would contradict both the text of the statute and the Legislature's evident intent to allow streamlined resolution of uncontested applications.

ii. The Statutory Reference to "Notice" Does not Require the Commission to Set a Hearing Before Determining Whether One is Necessary.

NCARE also attempts to avoid the plain operation of NRS 704.880 by arguing that the phrase "time fixed in the notice thereof" refers exclusively to a notice of hearing. This interpretation is neither compelled by the statutory language nor consistent with the structure of UEPA proceedings.

In practice, the Commission issues a notice of application that establishes the relevant deadlines for participation, filings, and responses. That notice provides the procedural framework within which interested parties must act, including any deadline for submitting objections or protests. It is therefore the logical reference point for determining whether a protest has been timely filed.

NCARE's reading would require the Commission to engage in a circular process—first scheduling a hearing, and only then determining whether a hearing is necessary based on the existence of a protest. Nothing in the statute suggests that the Legislature intended such an inefficient and impractical sequence of events. To the contrary, the ability to dispense with a hearing presupposes that the Commission can evaluate the filings received in response to the notice of application and determine, at that stage, whether a hearing is warranted.

C. Even If the Commission Looks Beyond the Threshold Statutory Issue, NCARE Has Not Identified Any Specific, Material Dispute of Fact That Would Necessitate an Evidentiary Hearing.

i. The Existing Record is Sufficient, and NCARE has Identified no Specific Disputed Fact Requiring an Evidentiary Hearing.

Even apart from the statutory authorization to dispense with a hearing, NCARE has failed to demonstrate that a hearing is necessary in this case. Its Opposition relies on generalized assertions that additional factual development may be desirable, but it does not identify any specific, material factual dispute that cannot be addressed through the existing record or through written submissions.

This omission is significant. The purpose of an evidentiary hearing is to resolve disputed issues of fact that cannot otherwise be adequately evaluated. Where no such disputes are identified, a hearing serves little purpose other than to delay the proceeding and impose additional burdens on the parties and the Commission.

The statutory framework reinforces this point. By directing the Commission to rely on the existing environmental record and prohibiting duplicative review, NRS 704.877 reflects a legislative judgment that the relevant factual issues have, in many cases, already been examined through prior processes. NCARE does not contend that those prior determinations are deficient in any specific respect that would require re-litigation through live testimony. Nor does it explain why written comments, conditions, or other procedural tools available to the Commission would be insufficient to address any concerns it may have.

Moreover, NCARE's participation need not be constrained by the absence of a formal hearing. NCARE may provide its position with respect to the pending application through a briefing memorandum, just as Staff does. This mechanism allows NCARE to meaningfully convey its views on the application to the Commission without the need for evidentiary submissions or live testimony, further confirming that dispensing with a hearing leaves NCARE with a full and adequate opportunity to participate.

In the absence of a clearly identified factual dispute, there is no basis to conclude that an evidentiary hearing is necessary to satisfy the Commission's obligations under NRS 704.8905.

ii. Dispensing With a Hearing Fully Comports with Due Process.

Finally, NCARE's suggestion that dispensing with a hearing would violate due process is unfounded. Due process in an administrative setting is flexible and depends on the nature of the proceeding and the interests at stake. It does not require a full evidentiary hearing in every instance.

Here, the statutory scheme provides multiple layers of procedural protection. Interested parties receive notice of the application, have the opportunity to seek party status, and may submit written comments, materials, and argument for the Commission's consideration. The Commission, in turn, is required to base its decision on the record and to make findings that are supported by that record. These procedures satisfy the fundamental requirements of notice and an opportunity to be heard. Where, as here, no specific disputed issue of material fact has been identified, due process does not compel the additional step of a live evidentiary hearing. To hold otherwise would effectively nullify the discretion expressly granted to the Commission by NRS 704.880.

Finally, NCARE's Opposition suggests a desire to cross-examine witnesses. That concern is without foundation here because there are no witnesses. Applicants have not presented live testimony, and no witnesses have been designated. Clearly, due process does not require an opportunity to cross-examine witnesses who do not exist, and NCARE cannot manufacture a due process claim by invoking a procedural safeguard for which there is no evidentiary predicate.

III. CONCLUSION

The UEPA statutory framework reflects a careful balance between public participation and administrative efficiency. The Legislature has authorized the Commission to dispense with a hearing where no protest has been filed and has directed it to avoid duplicative proceedings and rely on an existing record. NCARE's Opposition seeks to upset that balance by imposing requirements that are not found in the statute and by conflating participation with formal opposition. Because no valid protest has been filed and no material factual dispute has been identified, the Commission should exercise its discretion under NRS 704.880 and grant the Motion to Dispense with Hearing.

DATED this 22nd day of June, 2026.

Respectfully submitted,

DAVISON VAN CLEVE, P.C.

/s/ Curt R. Ledford
Curt R. Ledford, Esq.
Nevada Bar No. 9101
4625 W. Teco Ave., Suite 230
Las Vegas, NV 89118
(725) 735-1718 (telephone)
crl@dvclaw.com

Of Attorneys for SV RNO Property Owner 1 LLC and PR RNO Property Owner 1, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this day served the foregoing **REPLY OF APPLICANTS TO NEVADANS FOR CLEAN AFFORDABLE RELIABLE ENERGY'S RESPONSE IN OPPOSITION TO APPLICANTS' MOTION TO DISPENSE WITH HEARING** upon each of the parties on the attached service list in this proceeding via electronic mail.

DATED this 22nd day of June, 2026.

/s/ Dakota L. Councilman
Dakota L. Councilman
Attorney

Staff Counsel
Public Utilities Commission of Nevada
1150 E. William St.
Carson City, NV 89701
pucn.sc@puc.nv.gov

Don Lomoljo
Public Utilities Commission of Nevada
1150 E. William St.
Carson City, NV 89701
dlomoljo@puc.nv.gov

George Cavros
Western Resource Advocates
275 Hill Street, Suite 210
Reno, NV 89501
George.cavros@westernresources.org

PUCN Docket No. 26-04026 and 26-04027
Response to NCARE Data Request Nos. 1-1 and 1-11 through 1-20

Dated: June 22, 2026

Request No: NCARE 1-19

Request Date: June 5, 2026

Requester: George Cavros

Responder: Curt Ledford

Question:

For the South Valley Facility, Applicant states that the project is expected to remain in operation for approximately two to three years until NV Energy can deliver permanent utility service to the site.

a) In its application to NDEP for a new Class 1 OPTC Air Permit, has Applicant requested an air permit for a temporary power system?

b) If issued as requested, would the Class 1 OPTC Air Permit allow the Applicant to operate the South Valley Facility for 10 years?

RESPONSE CONFIDENTIAL? No

Response to NCARE 1-19:

a) Yes.

b) Yes.

PUCN Docket No. 26-04026 and 26-04027
Response to NCARE Data Request Nos. 1-1 and 1-11 through 1-20

Dated: June 22, 2026

Request No: NCARE 1-20 **Request Date:** June 5, 2026

Requester: George Cavros **Responder:** Curt Ledford

Question:

For the Peru Ridge Facility, Applicant describes the project as a temporary generating system that will be operated during a two to three year interim period.

a) In its application to NDEP for a new Class 1 OPTC Air Permit, has Applicant requested an air permit for a temporary power system?

b) If issued as requested, would the Class 1 OPTC Air Permit allow the Applicant to operate the Peru Ridge Facility for 10 years?

RESPONSE CONFIDENTIAL? No

Response to NCARE 1-20:

a) Yes.

b) Yes.

PUCN Docket No. 26-04026
SV RNO Property Owner 1, LLC's Response to Staff Data Request Nos. 4-7
Dated: June 8, 2026

Request No: Staff - 4	**Request Date:** May 21, 2026
Requester: Sinclair	**Responder:** Dallas Harris Davison Van Cleve, P.C. 4675 W. Teco Ave., Suite 230 Las Vegas, NV 89118 Tel: (725) 735-1718 dah@dvclaw.com *Attorney for SV RNO Property Owner 1, LLC*

Reference: Application page 13, lines 5-19 (The Need to Ensure Reliable Service)

Question:

The Application's page 13, lines 5-19 discusses the need to ensure reliable service. Will the South Valley Temporary Power Generation Facility ("Project") provide utility service to any customers? If the answer is "yes," then:

(A) How many customers will the Project serve?

(B) Provide a detailed description of the utility service the Project will provide.

RESPONSE CONFIDENTIAL? No.

Response to Staff - 4:

No. The Project will not provide utility service to any customers. The South Valley Temporary Power Generation Facility is a self-generation facility designed to supply electrical power exclusively for on-site consumption at the South Valley data center campus.

Because the answer to this question is "no," subparts (A) and (B) are not applicable.

5-6-26

GS-3
LARGE LOAD
ELECTRIC SERVICE AGREEMENT

SV RNO Property Owner 1, LLC

This Large Load Electric Service Agreement (this "Agreement") is made and entered into as of May 6, 2026 (the "Execution Date"), by and between Sierra Pacific Power Company d/b/a NV Energy, a Nevada corporation ("NV Energy"), and SV RNO Property Owner 1, LLC , a Delaware limited liability company ("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 data center as defined by NRS 360.754 that will be located at 8990 USA Parkway, McCarran, NV 89437 (the "Project"), and Customer has requested that NV Energy provide the Project with bundled retail electric service;

WHEREAS, Customer and NV Energy are parties to that certain Rule 9, Section B.2. High Voltage Distribution Agreement (Large Project), dated as of November 26, 2025, agreement number 25-00080 (the "HVD Agreement"), as amended, 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 HVD 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 HVD Agreement) with respect to the Project, in each case, all on the terms and subject to the conditions set forth in the HVD Agreement;

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;

WHEREAS, substantially contemporaneously with the execution and delivery of this Agreement, the Parties shall enter into a Short-Term Electric Service Agreement (the "Short-Term ESA") with respect to NV Energy's provision of bundled retail electric service to the Project during certain periods in calendar years 2027 and 2028 and, upon the Effective Date as provided in Section 9.3 below, the Parties intend that this Agreement shall be amended, amended and restated, or otherwise modified or supplemented to incorporate the relevant provisions of the Short-Term ESA with respect to NV Energy's provision of bundled retail electric service to the Project during calendar years 2027 and 2028 of the Short-Term Energy Supply Period (as defined below);

WHEREAS, NV Energy intends to file an Integrated Resource Plan proceeding with the PUCN on or about April 30, 2026, pursuant to which NV Energy intends to seek authorization to, among other things, (a) acquire various thermal generating resources which are anticipated to achieve commercial operation and to be placed in service between calendar years 2030 and 2032, and (b) make investments in various transmission infrastructure projects that are necessary to connect such thermal generating resources, and other generating resources from which NV Energy will procure or generate electric capacity and energy for customers (including Customer) pursuant to the PUCN Resource Approval (as defined below), to NV Energy's transmission system, the collective costs of which generating resources and transmission infrastructure projects will be used, in part, to determine the Customer Specific Generation Charge;

WHEREAS, as of the Effective Date and pursuant to and in accordance with this Agreement, Customer shall be obligated to pay to NV Energy (as part of the ESA Overall Rate) the Customer Specific Generation Charge, which payment obligation precedes the dates upon on which such thermal generating facilities, and such transmission infrastructure projects, are anticipated to achieve commercial operation and to be placed in service; and

WHEREAS, the Customer Specific Generation Charge to be paid by Customer to NV Energy (as part of the Overall ESA Rate) is a non-refundable payment.

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.

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 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 Alternative Resource Approval.

"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.

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

"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.

"Change in Maximum Demand" shall have the meaning set forth in Section 4.4(b).

"Change in Ramp Demand" shall have the meaning set forth in Section 4.4(a).

"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-Reserved Provisions" means the provisions of this Agreement specifically described in Exhibit G.

"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, generating resources (including, without limitation, capacity, procurement, and integration costs) that are both approved by the PUCN and are required to serve the Maximum Demand in accordance with this Agreement. The Customer-Specific Generation Charge payable by Customer shall reflect Customer's pro rata share of the costs of all such generating resources, based on the Maximum Demand of Customer relative to the aggregate maximum demand of all applicable customers (including Customer). For the avoidance of doubt, Customer's pro rata share of such costs shall not be increased as a result of any changes to the maximum demand of any other applicable customer, and NV Energy shall provide Customer with any updates to Customer's pro rata share of such costs as soon as reasonably practicable after NV Energy files (a) its Integrated Resource Plan with the PUCN in calendar year 2026, (b) any Report on the progress of the Action Plan filed pursuant to the Nevada Administrative Code § 704.9498, and (c) any general rate case or similar ratemaking proceeding that includes a generating resource included in the Customer-Specific Generation Charge.

"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 based on the Minimum Demand and Minimum Energy that includes (a) any applicable Customer Specific Facilities Charge(s); (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 applicable Governmental Authority;

and (g) all other applicable rates, as determined by the PUCN, 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 or Alternative Generating Facility where Customer is obligated to pay for one hundred percent (100%) of the energy generated by such Generating Facility or Alternative Generating Facility, energy generated by such Generating Facility or such Alternative Generating Facility minus the energy served to the Project from such Generating Facility or such Alternative 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 GS-3 (General Service - 3) of the Tariff Schedules.

"HVD Agreement" shall have the meaning set forth in the Recitals.

"Interim Period" has the meaning set forth in Section 2.3(d)(i).

"Load Factor" means the application of an eighty percent (80%) factor to convert Maximum Demand to Minimum Energy for billing purposes.

"Load Factor Reduction" has the meaning set forth in Section 4.6.

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

"Long-Term Energy Rate" means (a) a fixed rate of $37/MWh for the hours and loads the applicable Generating Facility or Alternative 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 or Alternative 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 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 volumes[1]; (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 4.4.

"Minimum Demand" shall mean an amount equal to, collectively, (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.

"Minimum Energy" shall mean the Maximum Demand multiplied by the Load Factor multiplied by ninety percent (90%).

"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).

"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.

[1] 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.

"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 Alternative Resource Approval" means a final order issued by the PUCN that (a) approves the Alternative Resource Procurement Agreement or Alternative 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 Approval Date" shall mean the date as of which all of the PUCN Approvals have been obtained.

"PUCN Approvals" shall mean, collectively, (a) the PUCN ESA Approval and (b) either the PUCN Resource Approval or the PUCN Alternative Resource Approval (as applicable).

"PUCN ESA Approval" shall mean a final order issued by the PUCN that (a) approves this Agreement, in form and substance satisfactory to NV Energy and Customer (including with respect to the Customer-Reserved Positions), in each Party's 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 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 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. Electric No. 1, 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, 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, and except as provided in Section 2.3(d), 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, if this Agreement is approved by the PUCN but such approval includes terms, conditions or modifications that are not satisfactory to both NV Energy and Customer in each Party's sole discretion, or if this Agreement is approved by the PUCN as filed and without additional terms, conditions or modifications but Customer does not find the Customer-Reserved Provisions contained in this Agreement to be satisfactory to Customer in its sole discretion, the PUCN ESA Approval shall be deemed not to have been obtained.

(b) Subject to Section 2.1(c), 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 the Generating Facility 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) Solely in the event that the PUCN Resource Approval is not obtained, the PUCN Alternative Resource Approval shall have been obtained and shall be in full force and effect. For the avoidance of doubt, if the Alternative Resource Procurement Agreement or the Alternative Generating Facility 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 Alternative Resource Approval shall be deemed not to have been obtained.

(d) 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.

Except as provided in Section 2.2 and Section 2.3(d), 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.

2.2 Effective Date. For purposes of this Agreement, the "Effective Date" is the date as of which (a)(i) each of the conditions set forth in Section 2.1 has been satisfied, or (ii) in the event that the PUCN Resource Approval is not obtained, the date as of which (A) each of the conditions set forth in Sections 2.1(a), 2.1(d) have been satisfied and (B) the Interim Period commences pursuant to Section 2.3(d), 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) Consultation with Customer; Customer Support for PUCN Approvals.

(i) NV Energy shall consult with Customer on all principal filings submitted by NV Energy to the PUCN in connection with seeking the PUCN Approvals, however, NV Energy shall not be obligated to seek any approval or preapproval from Customer with respect to the form or substance of any such filings (or any attachments thereto). Customer may, from time to time, offer input to NV Energy in connection with such filings, which NV Energy may consider but shall not be required to implement or incorporate in such filings.

(ii) 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, except with respect to the Customer-Reserved Provisions, Customer shall not file any documents in any such PUCN proceedings in opposition to such filings.

(d) PUCN Alternative Resource Approval; Supply of Short-Term Energy during Interim Period; Termination.

(i) If the PUCN Resource Approval is not obtained, then, commencing on the date that the PUCN Resource Approval is not obtained and continuing for a period of thirty-six (36) months thereafter (the "Interim Period"), NV Energy shall use commercially reasonable efforts to enter into an Alternative Resource Procurement Agreement or identify an Alternative Generating Facility and to obtain the PUCN Alternative Resource Approval; provided that if the PUCN Alternative Resource Approval is not obtained, NV Energy shall not be obligated to undertake further efforts to obtain the PUCN Alternative Resource Approval.

(ii) During the Interim Period, NV Energy shall use commercially reasonable efforts to procure Short-Term Energy on behalf of Customer pursuant to and in accordance with Section 5.1, 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 such Short-Term Energy. Invoices shall be provided to Customer on a monthly basis by the method or methods authorized by the Tariff Schedules and shall be paid by Customer in accordance with the payment terms set forth therein.

(iii) If NV Energy enters into an Alternative Resource Procurement Agreement, and the PUCN Alternative Resource Approval is obtained, prior to the end of the Interim Period, the Parties agree that (A) NV Energy shall continue to use commercially reasonable efforts to procure Short-Term Energy on behalf of Customer pursuant to and in accordance with Section 5.1, until the Long-Term Energy Supply Commencement Date, (B) commencing on the Long-Term Energy Supply Commencement Date, NV Energy shall use commercially reasonable efforts to procure Long-Term Energy on behalf of Customer pursuant to and in accordance with Section 5.2, and (C) the Long-Term Energy Rate shall be adjusted to reflect any increase or decrease in the cost to NV Energy of the applicable Alternative Generating Facility as compared with the cost to NV Energy of the applicable Generating Facility. NV Energy shall use commercially reasonable efforts to avoid or mitigate a significant increase in the Long-Term Energy Rate in connection with the Alternative Generating Facility; provided, however, that the foregoing covenant shall not restrict NV Energy from entering into any Alternative Resource Procurement Agreement.

(iv) If NV Energy does not enter into an Alternative Resource Procurement Agreement, or if the PUCN Alternative Resource Approval is not obtained, prior to the end of the Interim Period, then, from and after the end of the Interim 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. For the avoidance of doubt, if this Agreement is terminated pursuant to this Section 2.3(d)(iv), Customer shall not be liable for the payment of the Termination Payment pursuant to Section 3.3.

(f) 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 300 calendar months 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 48 calendar months from and after the Effective Date, and (b) a period of 252 calendar months from and after the end of the Ramp Period.

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 for a period of thirty-six (36) months after 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 (including customers that Customer may identify), 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; RAMP DEMAND; CHANGE IN MAXIMUM DEMAND; MINIMUM DEMAND; ESA OVERALL RATE; REDUCTION IN ENERGY CHARGES

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. Customer's highest level of Connected Load to be served by NV Energy under this Agreement during the Term is [redacted] (the "Maximum Demand").

4.3 Ramp Schedule and Ramp Demand. Customer's ramp schedule ("Ramp Schedule") identifying the level of Maximum Demand during each month of the Ramp Period (such monthly 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 Change in Maximum Demand.

(a) During the Ramp Period. On an annual basis during the Ramp Period, Customer shall have the right to request an increase or reduction to the then-effective Maximum Demand, with such increase or reduction to be effective as of January 1 of the following calendar year, provided that any such requested increase or reduction is not more than ten percent (10%) of the then-effective Maximum Demand (a "Change in Ramp Demand"). Any such request shall be made by Customer by providing NV Energy with written notice of same on or prior to October 1 of the calendar year preceding the calendar year for which the Change in Ramp Demand is requested. If NV Energy determines, in its sole reasonable discretion, that all or part of such Change in Ramp Demand can be accommodated (taking into account, among other things, NV Energy's then-existing system capabilities, the expected demand schedules of other customers receiving bundled retail electric service under the GS-3 Tariff and related electric service agreements, and any facilities infrastructure limitations or constraints), NV Energy shall provide written notice to Customer confirming the amount, if any, of the Change in Ramp Demand that NV Energy determines that it can accommodate. From and after the effective date of the Change in Ramp Demand, the "Maximum Demand" for purposes of this Agreement shall mean the then-effective Maximum Demand as increased or reduced, as applicable, by the amount, if any, of the Change in Ramp Demand that NV Energy has determined that it can accommodate.

(b) After the Ramp Period. At any time after the Ramp Period, Customer shall have the right to request a one-time increase or reduction to the Maximum Demand set forth in Section 4.2, provided that any such requested increase or reduction is not more than ten percent (10%) of the Maximum Demand set forth in Section 4.2 (a "Change in Maximum Demand"). Any such request shall be made by Customer by providing NV Energy with written notice of same not less than thirty-six (36) calendar months prior to the effective date of the requested Change in Maximum Demand. If NV Energy determines, in its sole reasonable discretion, that all or part of such Change in Maximum Demand can be accommodated (taking into account, among other things, NV Energy's then-existing system capabilities, the expected demand schedules of other customers receiving bundled retail electric service under the GS-3 Tariff and related electric service agreements, and any facilities infrastructure limitations or constraints), NV Energy shall provide written notice to Customer confirming the amount, if any, of the Change in Maximum Demand that NV Energy determines that it can accommodate. From and after the effective date of the Change in Maximum Demand, the "Maximum Demand" for purposes of this Agreement shall mean the Maximum Demand set forth in Section 4.2 as increased or reduced, as applicable, by the amount, if any, of the Change in Maximum Demand that NV Energy has determined that it can accommodate.

4.5 Minimum Demand; Minimum Energy; ESA Overall Rate. Irrespective of Customer's actual demand and actual quantity of electric energy (kWh) utilized in a given month, Customer is obligated to pay the ESA Overall Rate with respect to (A) the Minimum Demand and (B) the Minimum Energy. For the avoidance of doubt, with respect to the demand charge, 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.

4.6 Reduction in Energy Charges. On an annual basis during the Ramp Period, Customer shall have the right to request that NV Energy reduce the then-applicable load factor used to calculate the Minimum Energy under this Agreement (a "Load Factor Reduction"). Any such request shall be made by Customer by providing NV Energy with written notice of same on or prior to October 1 of the applicable calendar year during the Ramp Period, with the requested Load Factor Reduction to be effective as of the date that is eighteen (18) months after NV Energy's receipt of such written notice. If NV Energy determines, in its sole reasonable discretion, that all or part of such requested Load Factor Reduction can be accommodated, NV Energy shall provide written notice to Customer confirming the amount, if any, of the Load Factor Reduction that NV Energy determines that it can accommodate. If the Load Factor Reduction that NV Energy determines that it can accommodate, if any, would result in a decrease in NV Energy's costs (associated with providing bundled retail electric service pursuant to and in accordance with this Agreement) commencing as of the date that is eighteen (18) months after NV Energy's receipt of the written notice described in the second sentence above, NV Energy will implement any such Load Factor Reduction as of such date solely for purposes of calculating the Minimum Energy under this Agreement.

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 Schedules 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 or Alternative Generating Facility (as applicable) 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 Schedules 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, subject to PUCN approval on a case-by-case basis, to reflect any increase in the cost to NV Energy of the applicable Generating Facility or Alternative Generating Facility (as applicable), 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 or Alternative Generating Facility (as applicable) 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 or Alternative Resource Procurement Agreement (as applicable) (including with respect to the cost of the applicable Generating Facility or Alternative Generating Facility (as applicable)).

(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 or Alternative Generating Facility (as applicable) for the hours and loads the applicable Generating Facility or Alternative Generating Facility (as applicable) 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 October 1 of the calendar year 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 or the Alternative Generating Facility (as applicable) has achieved commercial operation, the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) is terminated for any reason other than a material breach or default by NV Energy, or (y) after the Generating Facility or the Alternative Generating Facility (as applicable) has achieved commercial operation, the Generating Facility or the Alternative Generating Facility (as applicable) is not delivering the expected 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 (x) the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) is terminated or (y) the date that the Generating Facility or the Alternative Generating Facility (as applicable) is not delivering the expected energy and capacity, 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 (x) the date that the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) is terminated or (y) the date that the Generating Facility or the Alternative Generating Facility (as applicable) is not delivering the expected energy and capacity, 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 (x) the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) is terminated or (y) the Generating Facility or the Alternative Generating Facility (as applicable) is not delivering the expected 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 or Alternative Generating Facility (as applicable) (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 or the Alternative Resource Procurement Agreement (as applicable) 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 or the Alternative Generating Facility (as applicable) was not delivering the expected 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 elects to 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) Promptly, and in any event not more than fifteen (15) Business Days, after the PUCN Approval Date, Customer shall provide to NV Energy, and thereafter maintain, financial security for its obligations under this Agreement in an amount equal to the sum of the aggregate applicable Minimum Demand and Minimum Energy *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 DEMAND

7.1 Ramp Period. The Ramp Period shall be 48 calendar months.

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

[redacted]

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) This section is intentionally omitted.

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.

9.3 Mutual Covenants. Promptly, but in any event not later than fifteen (15) days, after the Effective Date, the Parties shall amend, amend and restate, or otherwise modify or supplement this Agreement to incorporate the relevant provisions of the Short-Term ESA with respect to NV Energy's provision of bundled retail electric service to the Project during calendar years 2027 and 2028 of the Short-Term Energy Supply Period.

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 Grid Emergency;

(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, unless otherwise mutually agreed upon in writing by the Parties, the cure period shall be extended by an additional thirty (30) days if (i) the defaulting Party is unable to cure such breach or failure, (ii) such breach or failure is not cured within such thirty (30) day period but the defaulting Party is diligently pursuing a cure, and (iii) such breach or failure 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 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. Intentionally omitted.

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: Manager, Energy Supply Contract Management
Email: ContractManagement@nvenergy.com

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; regulatory@nvenergy.com

If to Customer, to:

SV RNO Property Owner 1, LLC
Attn: Legal Department
3200 Cherry Creek S Drive, Suite 500
Denver, CO 80209

Email: legal@fleetdatacenters.com

with a copy to:

Attn: Chris Vonderhaar
3200 Cherry Creek S Drive, Suite 500
Denver, CO 80209
Email: Chris.Vonderhaar@fleetdatacenters.com

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 d/b/a NV Energy, a Nevada corporation

By: ____________________

Name: Brandon Barkhuff

Title: President & CEO

CUSTOMER:

SV RNO Property Owner 1, LLC
a Delaware limited liability company

By: ____________________

Name: Chris Vonderhaar

Title: President

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

Category	Billing Determinants		Otherwise Applicable Schedule Rate LGS-3P (7/1/2025 Rate)
Basic Service Charge, per month	Premise count	$	214.10
Additional Meter Charge per additional meter per month	AMC Count	$	39.15
Customer Specific Facilities Charge, per month			Updated each General Rate Case
Facilities Charge all kW per kW	Max(Actual kW, 90% Maximum Demand kW)	$	2.50
BTGR Consumption Charge per kWh*			
Summer On-Peak Period	Max(Actual kWh, 90% Forecasted kWh)	$	0.03159
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% Maximum Demand kW)	$	7.60
Winter	Max(Actual kW, 90% Maximum Demand kW)	$	1.25
Short Term Energy Rate*	100% Forecasted kWh for any Block Purchase		Block Price
	Max(Actual-Block kWh, 90% Forecasted-Block kWh)		Non-Block Price
	Max(Actual kWh, 90% Forecasted kWh)	$	2.00
Customer Specific Generation Charge, per month	Begins on Effective Date, updated each General Rate Case		remental cost of applicable generating facility(s), updated each General Rate Case

*Applying an 80% load factor to the monthly Maximum Demand kW returns the Forecasted kWh, applying the Minimum Energy of 90% to the Forecasted kWh results in Minimum Energy that is 72% of the Maximum Demand

Applicable Rate Components			
Base Tariff Energy Rate (BTER)	kWh not applied to Market Based Energy Rate	$	0.05085
Deferred Energy Accounting Adjustment (DEAA)	kWh not applied to Market Based Energy Rate	$	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	$	0.00033
Natural Disaster Protection Program (NDPP)	Actual kWh	$	0.00173
Expanded Solar Access Program (ESAP)	Actual kWh	$	0.00005
Wildfire Self-Insurance (pending filing)	Actual kWh		TBD
Franchise Fee Tax			5.0%

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)
Basic Service Charge, per month	Premise count	$	214.10
Additional Meter Charge per additional meter per month	AMC Count	$	33.75
Customer Specific Facilities Charge, per month			Updated each General Rate Case
Facilities Charge all kW per kW	Max(Actual kW, 90% Maximum Demand 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% Maximum Demand kW)	$	7.60
Winter	Max(Actual kW, 90% Maximum Demand 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		[in]cremental cost of applicable generating facility(s), updated each General Rate Case

*Applying an 80% load factor to the monthly Maximum Demand kW returns the Forecasted kWh, applying the Minimum Energy of 90% to the Forecasted kWh results in Minimum Energy that is 72% of the Maximum Demand

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%

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Alternative Option 2 Short-Term Energy Rate:

Short Term Overall Rate - Alternative Option 2 Short Term Energy Rate
Representative Customer

Category	Billing Determinants		Otherwise Applicable Schedule Rate LGS-3P (7/1/2025 Rate)
Basic Service Charge, per month	Premise count	$	214.10
Additional Meter Charge per additional meter per month	AMC Count	$	99.15
Customer Specific Facilities Charge, per month			Updated each General Rate Case
Facilities Charge all kW per kW	Max(Actual kW, 90% Maximum Demand 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% Maximum Demand kW)	$	7.60
Winter	Max(Actual kW, 90% Maximum Demand kW)	$	1.25
Short Term Energy Rate*	100% Forecasted kWh output of contracted generation		fixed price contract rate
	Max(Actual kWh, 90% Forecasted kWh)	$	2.00
Customer Specific Generation Charge, per month	Begins on Effective Date, updated each General Rate Case		remental cost of applicable generating facility(s), updated each General Rate Case

*Applying an 80% load factor to the monthly Maximum Demand kW returns the Forecasted kWh, applying the Minimum Energy of 90% to the Forecasted kWh results in Minimum Energy that is 72% of the Maximum Demand.

Applicable Rate Components:

Base Tariff Energy Rate (BTER)	kWh not applied to Short Term Energy Rate: Max(actual kWh, 90% Forecasted kWh)	$	0.05085
Deferred Energy Accounting Adjustment (DEAA)	kWh not applied to Short Term Energy Rate: 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 C
-1-

EXHIBIT D

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

Long Term Overall Rate
Representative Customer

Category	Billing Determinants		Otherwise Applicable Schedule Rate LGS-3P (7/1/2025 Rate)
Basic Service Charge, per month	Premise count	$	214.10
Additional Meter Charge per additional meter per month	AMC Count	$	39.75
Customer Specific Facilities Charge, per month			Updated each General Rate Case
Facilities Charge all kW per kW	Max(Actual kW, 90% Maximum Demand kW)	$	2.50
BTGR Consumption Charge per kWh*			
Summer On-Peak Period	Max(Actual kWh, 90% Forecasted kWh)	$	0.03759
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% Maximum Demand kW)	$	7.60
Winter	Max(Actual kW, 90% Maximum Demand 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)	$	2.00
Customer Specific Generation Charge, per month	Begins on Effective Date, updated each General Rate Case		remental cost of applicable generating facility(s), updated each General Rate Case

*Applying an 80% load factor to the monthly Maximum Demand kW returns the Forecasted kWh, applying the Minimum Energy of 90% to the Forecasted kWh results in Minimum Energy that is 72% of the Maximum Demand.

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 E

Example Calculation of Termination Payment

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

EXHIBIT F

Cybersecurity Requirements

Not Applicable

EXHIBIT G

Customer-Reserved Provisions

1. The specific percentages referenced in the defined term "Minimum Demand"

2. The specific percentage referenced in the defined term "Minimum Energy", and Customer's obligation to pay the ESA Overall Rate with respect to the Minimum Energy

3. The calculation of each of (a) the "Customer-Specific Generation Charge", (b) the "ESA Overall Rate", and (c) the "Long-Term Energy Rate"

4. The calculation of the "Termination Payment"

5. The calculation of the "ESA Customer Security"

EXHIBIT G

Customer's Execution Disclaimer and Statement of Intent. In addition to the Customer-Reserved Provisions noted below, Customer hereby informs NV Energy and the PUCN as follows:

1. There is no tariff or service condition approved by the PUCN that requires Customer to execute this Agreement in order to receive service from NV Energy. As the incumbent utility with a certificate of public convenience and necessity, NV Energy has an obligation to provide electric service to Customer under the OARS (GS-3) tariff, as currently approved by the PUCN.
2. It is Customer's understanding that NV Energy has not sought nor has been granted by the PUCN the authority to require any GS-3 customer to sign this Agreement as a prerequisite to receiving electric service from NV Energy. Further, it is Customer's understanding that the form of this Agreement has not been approved by the PUCN and was selectively tendered to certain customers on unestablished criteria.
3. Customer is committed to collaborating in good faith to develop structures that ensure new large load customers pay their fair share based on cost of service and other fundamental ratemaking principles. Customer supports open, inclusive analysis and rulemaking that ensures residential ratepayers are not subjected to increased energy bills or required to shoulder a disproportionate share of system costs, while enabling load growth and economic development in the region.

Further to this understanding, Customer is executing this Agreement expressly pursuant to and in accordance with the foregoing conditions and disclaimers:

1. Customer is not being provided a service option by NV Energy under GS-3 but for the execution of this Agreement.
2. Customer executes this Agreement solely because NV Energy has conditioned the provision of electric service upon its execution. Customer believes such a condition is unlawful and unreasonable. Execution of this agreement does not reflect a good faith commercial negotiation and shall not constitute a waiver of any of Customer's rights or legal positions.
3. If the PUCN allows Customer to take service under the GS-3 tariff without this Agreement, Customer reserves the right to accept that option, and, consequently, this Agreement will never become effective and be unenforceable.
4. Customer objects to all of the provisions identified in this Exhibit G, at a minimum, and reserves the right to object to other terms and conditions in the future.
5. Customer expressly reserves the right to request modifications to the Agreement based upon guidance from the PUCN. Further, Customer expressly reserves the right to seek relief from the PUCN to modify or void. No provision of this Agreement shall be constituted as a waiver of those rights.

Customer-Reserved Provisions

1. Recitals. Remove "WHEREAS, as of the Effective Date and pursuant to and in accordance with this Agreement, Customer shall be obligated to pay to NV Energy (as part of the ESA Overall Rate) the Customer Specific Generation Charge, which payment obligation precedes the dates upon on which such thermal generating facilities, and such transmission infrastructure projects, are anticipated to achieve commercial operation and to be placed in service; and"[1]

2. "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~~.[2]

3. "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.

4. Remove definition of "Customer Specific Generation Charge." The Customer-Specific generation charge has not been approved by the PUCN. Drafting in this section is overly vague. NVE has not defined how it will determine the inputs of this charge, specifically what resources will be included in this charge. Further, this charge should not double count embedded charges already paid by customer. This is also inconsistent with understanding that Customer is responsible only for the "premium" of these resources versus embedded resources, and that premium will be added to the OARS (GS-3). As drafted in this Agreement, this charge could lead to rates 2x or more above standard tariff service. All NVE charges and rates must be clearly defined and authorized by the PUCN.

5. "ESA Overall Rate" means an overall rate calculated by NV Energy for Short-Term Energy and Long-Term Energy based on the Minimum Demand and Minimum Energy that includes (without duplication) (a) any applicable Customer Specific Facilities Charge(s); (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

[1] Note to Draft: Customer should not be responsible for the payment of fees for generation resources prior to receiving energy generated by such resource. Customer should only be charged for energy produced and actually delivered to its facilities. Imposition of Customer Specific Generation Charge does not match PUCN approved tariff structures. All rates must be approved by PUCN. Customer should be entitled to GS-3 tariff pricing until another tariff structure is approved.

[2] Note to Draft: Admin fee has not been authorized by PUCN. All fees collected by NVE must be authorized by the PUCN. NVE has not provided Customer any rationale for imposition of fee. NVE has presented this ESA and the terms of it as "take-it-or-leave-it," and is not subject to an enabling Tariff.

Long-Term Energy Rate; (f) a franchise fee as set by the applicable Governmental Authority; and (g) all other applicable rates, as determined by the PUCN, provided that all other applicable rates will be assessed at the realized Project load levels.[3]

6. Definition of "Generation Facility." NVE's construct of Generation Facility and their charges could lead to drastically different prices for customers within the same class. Customers have no insight into how NVE chooses specific resources for specific customers or opportunities to negotiate directly with generators for more favorable pricing. In fact, this construct disincentivizes NVE from negotiating acceptable rates on behalf of its customers. NVE must treat all similarly situated customers equally.

7. Definition of "Load Factor." NVE has not justified an 80% load factor. Allowing an unjustified load factor could allow NVE to collect revenue for energy which is not produced or available.

8. "Long-Term Energy Rate" means (a) a fixed rate of $37.16/MWh for the hours and loads the applicable Generating Facility or Alternative Generating Facility is in production, plus (b) all BTER and DEAA rates for hours and loads during [non-production hours,][4] as described in Section 5.2(c), as it may be adjusted pursuant to Section 5.2(b).

9. "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~~ may 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 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 volumes; (b) ~~a $2/MWh administrative fee; (c)~~ all BTGR rates based on the GS-3 Tariff; and (c~~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.

10. "Minimum Demand" shall mean an amount equal to, collectively, (A) at least ~~ninety~~ seventy percent (7~~9~~0%) of the Ramp Demand during each month of the Ramp Period, and (B) at least ~~ninety~~ seventy percent (~~9~~70%) of the Maximum Demand during each month of the Term from and after the end of the Ramp Period.[5]

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[3] Note to Draft: Pricing mechanisms in LLESA do not match PUCN approved tariff structure. All rates must be approved by PUCN. Customer should be entitled to GS-3 tariff pricing until another tariff structure is approved.

[4] Note to Draft: Fixed price of Generating Facility may not be known at execution of the LLESA. How will Long-Term Energy Rates vary among customers subject to them? These hours need to be more defined in the LLESA, as the LLESA is not limited to intermittent resources.

[5] Note to Draft: Minimum Demand charges proposed by NVE grossly exceed industry standards. Any demand charges must be approved by the PUCN and be determined based on an assessment of the revenue requirements associated with the cost of service.

11. "Minimum Energy" shall mean the Maximum Demand multiplied by the Load Factor multiplied by ~~ninety~~ seventy percent (~~9~~70%).[6]

12. "PUCN Alternative Resource Approval" means a final order issued by the PUCN that (a) approves the Alternative Resource Procurement Agreement or Alternative 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~~ reasonable 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.

13. "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 reasonable ~~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.

14. "PUCN Resource Approval" means a final order issued by the PUCN that (a) approves the Resource Procurement Agreement or 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 reasonable ~~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.

15. Sections 2.1: Conditions to Effectiveness. Remove (b) – (d):[7]

16. Section 2.3(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~~.

17. Section 2.3(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~~.

18. Section 2.3(c): Consultation with Customer; Customer Support for PUCN Approvals. NV Energy shall consult with Customer on all principal filings submitted by NV Energy to the PUCN in connection with seeking the PUCN Approvals, however, NV Energy shall not be obligated to seek any approval or preapproval from Customer with respect to the form or substance of any such filings (or any attachments thereto). Customer may, from time to time, offer input to NV Energy in connection with such filings, which NV Energy may consider but shall not be required to implement or incorporate in such filings.

[6] Note to Draft: Minimum Energy charges proposed by NVE grossly exceed industry standards. Any demand charges must be approved by the PUCN and be determined based on an assessment of the revenue requirements associated with the cost of service.

[7] Note to Draft: LLESA effectiveness should only be conditioned on PUCN approval of the Agreement Robust language regarding interim service is sufficient to allow both parties to effectively perform.

~~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, except with respect to the Customer-Reserved Provisions, Customer shall not file any documents in any such PUCN proceedings in opposition to such filings.~~

19. Section 2.3(d)(i): If the PUCN Resource Approval is not obtained, then, commencing on the date that the PUCN Resource Approval is not obtained and continuing for a period of thirty-six (36) months thereafter (the "Interim Period"), NV Energy shall use commercially reasonable efforts to enter into an Alternative Resource Procurement Agreement or identify an Alternative Generating Facility and to obtain the PUCN Alternative Resource Approval~~; provided that if the PUCN Alternative Resource Approval is not obtained, NV Energy shall not be obligated to undertake further efforts to obtain the PUCN Alternative Resource Approval~~.[8]

20. Section 2.3(d)(iv): If NV Energy does not enter into an Alternative Resource Procurement Agreement, or if the PUCN Alternative Resource Approval is not obtained, prior to the end of the Interim Period, then, from and after the end of the Interim Period ~~each of the Parties~~Customer shall have the right to terminate this Agreement upon written notice to ~~the other Party~~NV Energy, and Customer shall be liable for its payment obligations that arose prior to the date of termination. For the avoidance of doubt, if this Agreement is terminated pursuant to this Section 2.3(d)(iv), Customer shall not be liable for the payment of the Termination Payment pursuant to Section 3.3.[9]

21. Section 3.1: Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of 300[10] calendar months 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 48 calendar months from and after the Effective Date, and (b) a period of 252 calendar months from and after the end of the Ramp Period. Following the end of the Term, Customer may elect to (i) continue to take service under the terms and conditions of this Agreement, (ii) take service under another tariff or rate offered by NV Energy, or (iii) no longer receive bundled electric service from NV Energy, which may include accepting new electric resource service pursuant to NRS Chapter 704(B).

[8] Note to Draft: NVE has an obligation to serve all customers in its service territory. NVE should not have ability to terminate service agreement in this instance. Further, NVE has sole control of PUCN approvals, Customer should not bear the risk of NVE's failure to obtain resource approval and should not be penalized for its failure to do so.

[9] Note to Draft: NVE has an obligation to serve all customers in its service territory. NVE should not have ability to terminate service agreement in this instance. Further, NVE has sole control of PUCN approvals, Customer should not bear the risk of NVE's failure to obtain resource approval and should not be penalized for its failure to do so.

[10] Note to Draft: Term should be consistent across LLESA customers. Any term exceeding 10 years should include a reasonable exit period (ex. 5 years), where Customer (i) has the option to reassign the contracted capacity to another large load customer or (ii) would be responsible for minimum billing requirements during an exit period (subject to NVE mitigation efforts), then released from further obligations.

22. Section 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.~~

23. Section 3.3(a): Termination Payment. If Customer terminates this Agreement pursuant to Section 3.2 after the commencement of the Short-Term Energy Supply Period, 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. If Customer terminates this Agreement pursuant to Section 3.2 on or before the Effective Date of this Agreement, Customer shall not owe NV Energy any Termination Payment.[11]

24. Section 3.3(b): Mitigation and Refund of Termination Payment. Commencing on the date of delivery of the Termination Notice~~ and continuing for a period of thirty-six (36) months after 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 (including customers that Customer may identify), 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. Thirty (30) days prior to the Termination Payment due date, NVE shall notify Customer of the Refund Amount. Customer may offset the Refund Amount against the Termination Payment. ~~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.~~[12]

25. Section 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

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[11] Note to Draft: Customer should be able to terminate the LLESA for convenience at any time. Customer should not be required to pay a Termination Fee prior to the Long-Term Energy Supply Commencement Date, as NVE does not have long-term costs or risks during either the Interim Period or Short-Term Energy Supply Term. Further, the PUCN has not approved the Termination Payment calculation. NVE is not authorized to collect charges that have not been approved by the PUCN.

[12] Note to Draft: NVE should be required to use all available mitigation measures to mitigate the Refund Amount over the course the remaining term. Given a potential of a 25-year term and mitigation options available to NVE, limited mitigation efforts to 36 months is not appropriate. Further, refund amounts should be offset against the Termination Payments.

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~~ reasonable 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~~elects, 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; provided, if Customer continues to take bundled retail service from NV Energy, Customer will not be liable for any penalties (including a Termination Payment) under this Agreement, 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.

26. Section 4.2: Maximum Demand. Maximum Demand should be based on a monthly schedule to account for seasonality and known operating characteristics, especially if subject to abnormally high minimum billing charges.

27. Section 4.4(a): During the Ramp Period. On an annual basis during the Ramp Period, Customer shall have the right to request an increase or reduction to the then-effective Maximum Demand, with such increase or reduction to be effective as of January 1 of the following calendar year, provided that any such requested increase or reduction is not more than ~~ten~~ twenty percent (2~~1~~0%) of the then-effective Maximum Demand (a "Change in Ramp Demand").[13] Any such request shall be made by Customer by providing NV Energy with written notice of same on or prior to October 1 of the calendar year preceding the calendar year for which the Change in Ramp Demand is requested. If NV Energy determines, in its ~~sole~~ reasonable discretion, that all or part of such Change in Ramp Demand can be accommodated (taking into account, among other things, NV Energy's then-existing system capabilities, the expected demand schedules of other customers receiving bundled retail electric service ~~under the GS-3 Tariff~~ and related electric service agreements, and any facilities infrastructure limitations or constraints),[14] NV Energy shall provide written notice to Customer confirming the amount, if any, of the Change in Ramp Demand that NV Energy determines that it can accommodate. From and after the effective date of the Change in Ramp Demand, the "Maximum Demand" for purposes of this Agreement shall mean the then-effective Maximum Demand as increased or reduced, as applicable, by the amount, if any, of the Change in Ramp Demand that NV Energy has determined that it can accommodate.

28. Section 4.4(b): After the Ramp Period. At any time after the Ramp Period, Customer shall have the right to request a one-time increase or reduction to the Maximum Demand set forth in Section 4.2, provided that any such requested increase or reduction is not

[13] Note to Draft: 20% reduction in load ramp is consistent with industry standards.
[14] Note to Draft: NVE should be required to mitigate potential over procurement across its customer base.

more than ~~ten~~ twenty percent (2~~1~~0%) of the Maximum Demand set forth in Section 4.2 (a "Change in Maximum Demand"). Any such request shall be made by Customer by providing NV Energy with written notice of same not less than thirty-six (36) calendar months prior to the effective date of the requested Change in Maximum Demand. If NV Energy determines, in its ~~sole~~ reasonable discretion, that all or part of such Change in Maximum Demand can be accommodated (taking into account, among other things, NV Energy's then-existing system capabilities, the expected demand schedules of other customers receiving bundled retail electric service ~~under the GS-3 Tariff~~ and related electric service agreements, and any facilities infrastructure limitations or constraints), NV Energy shall provide written notice to Customer confirming the amount, if any, of the Change in Maximum Demand that NV Energy determines that it can accommodate. From and after the effective date of the Change in Maximum Demand, the "Maximum Demand" for purposes of this Agreement shall mean the Maximum Demand set forth in Section 4.2 as increased or reduced, as applicable, by the amount, if any, of the Change in Maximum Demand that NV Energy has determined that it can accommodate.

29. Section 4.6: Reduction in Energy Charges. On an annual basis ~~during the Ramp Period~~,[15] Customer shall have the right to request that NV Energy reduce the then-applicable load factor used to calculate the Minimum Energy under this Agreement (a "Load Factor Reduction"). Any such request shall be made by Customer by providing NV Energy with written notice of same on or prior to October 1 of the applicable calendar year ~~during the Ramp Period~~, with the requested Load Factor Reduction to be effective ~~as of the date that is~~no later than eighteen (18) months after NV Energy's receipt of such written notice. If NV Energy determines, in its ~~sole~~ reasonable discretion, that all or part of such requested Load Factor Reduction can be accommodated, NV Energy shall provide written notice to Customer confirming the amount, if any, of the Load Factor Reduction that NV Energy determines that it can accommodate. If the Load Factor Reduction that NV Energy determines that it can accommodate, if any, would result in a decrease in NV Energy's costs (associated with providing bundled retail electric service pursuant to and in accordance with this Agreement) commencing as of the date that is eighteen (18) months after NV Energy's receipt of the written notice described in the second sentence above, NV Energy will implement any such Load Factor Reduction as of such date solely for purposes of calculating the Minimum Energy under this Agreement.

30. Section 5.1(b): Market-Based Energy Product. During the Short-Term Energy Supply Period, NV Energy in its ~~sole~~ reasonable 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.

[15] Note to Draft: Load factor adjustments should be allowed at any time during the term, and NVE must be acting reasonably when approving any such adjustments. See previous comment regarding unjustified load factor.

31. Section 5.1(c): Alternative Option Short-Term Energy Products. Notwithstanding Section 5.1(b) above, during the Short-Term Energy Supply Period, NV Energy in its reasonable ~~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~~ are provided in Exhibit A.

32. Section 5.1(d): Change in Energy Products. If NV Energy, in its reasonable ~~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.

33. Delete Section 5.1(e) Curtailment during Grid Emergency. As drafted, this allows open-ended curtailment up to 100% at EEA1 with no prior notice during the Short-Term Energy Supply Period. NV Energy does not have authority to curtail firm load before EEA3, and this is not an interruptible agreement.

34. Delete Section 5.2(b) Long-Term Energy Rate Adjustment. NVE must seek PUCN approval for all charges imposed on Customers. A blanket adjustment of the Long-Term Energy Rate essentially allows NVE to impose uncapped, non-PUCN approved charges from Customer. Customer has no opportunity to challenge or otherwise control its costs. Further, this does not allow any cost savings opportunities to be passed through to Customer. Only cost increases.

35. Section 5.4: Effect of Termination of Resource Procurement Agreement or Failure of Generating Facility to Deliver Energy and Capacity. NVE has an obligation to serve all

customers in its service territory. NVE should not be excused from that obligation for failure to obtain regulatory approval.

36. Section 5.5. Effect of Replacement Procurement Agreement or Replacement Generating Facility. Add new subsection (e): In the event that (x) the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) is terminated or (y) the Generating Facility or the Alternative Generating Facility (as applicable) is not delivering the expected energy and capacity, the Long-Term Energy Rate shall be adjusted to reflect any damages (including liquidated damages) or payments received by NV Energy pursuant to such Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable).

37. Section 5.5(c): if the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) was terminated during the Short-Term Energy Supply Period, ~~each of the Parties~~Customer shall have the right to terminate this Agreement upon written notice to ~~the other Party~~NV Energy, and Customer shall be liable for its payment obligations that arose prior to the date of termination; for the avoidance of doubt, if this Agreement is terminated pursuant to this Section 5.5(b)(ii), Customer shall not be liable for the payment of the Termination Payment pursuant to Section 3.3 and[16]

38. Section 5.5(d): if after achieving commercial operation the Generating Facility or the Alternative Generating Facility (as applicable) was not delivering the expected 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 elects to terminate~~s~~ 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~~.

39. Section 6.1(a): ESA Customer Security. Promptly, and in any event not more than ~~fifteen~~ thirty (~~15~~30)[17] Business Days, after the PUCN Approval Date, Customer shall provide to NV Energy, and thereafter maintain, financial security for its obligations under this Agreement in an amount equal to ~~the sum of the aggregate applicable Minimum Demand and Minimum Energy *multiplied by* the ESA Overall Rate for the remaining Term~~fifty percent (50%) of the net present value of the Termination Payment,[18] 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

[16] Note to Draft: NVE has an obligation to serve all customers in its service territory. NVE should not have ability to terminate service agreement in this instance. Further, NVE has sole control of PUCN approvals, Customer should not bear the risk of NVE's failure to obtain resource approval and should not be penalized for its failure to do so.
[17] Note: Given the quantum of ESA Customer Security requested by NVE, Customers need a reasonable amount of time to post the security.
[18] Note to Draft: Proposed ESA Customer Security amount grossly exceeds NVE's risk associated with serving Customer. Such amount exceeds actual costs of building new generation and industry standards for large load customs. Security based on the Termination Payment calculation, net of expected mitigations, is consistent with industry standards.

(B) not lower than "A3" from Moody's Investor Services, Inc. (or any successor), ~~and~~ or (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.

40. Section 6.1(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, (iv) a guaranty from a tenant (or tenant parent) of Customer who satisfies the Creditworthiness Requirements in form and substance reasonably satisfactory to NV Energy or (v) a surety bond 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. [19]

41. Section 9.2: 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 except as otherwise permitted by law or this Agreement.

42. Section 10.1(a): Customer has limited recourse if NVE fails to perform its obligations under this Agreement. Customers should have the right to pursue damages against NVE's upstream entities in the event of material underperformance by NVE.

43. Section 10.3: Add new subsection (c): 704B Service. From and after the expiration or earlier termination of the Term of this Agreement, NV Energy shall not pursue, recommend, support or advocate before the PUCN that Customer should be required to pay any impact fee or oppose a NRS Chapter 704B Application filed by Customer should Customer seek retail electric service from an alternative service provider under NRS Chapter 704B or any other then-applicable provision of the NRS that would allow Customer to receive retail electric service from an alternative energy provider, with respect to Customer's Project.

[19] Note to Draft: Customers should be able to post a surety bond and a guaranty from its own creditworthy customer.

5-6-2026

GS-3
LARGE LOAD
ELECTRIC SERVICE AGREEMENT

PR RNO Property Owner 1, LLC

This Large Load Electric Service Agreement (this "Agreement") is made and entered into as of May 6, 2026 (the "Execution Date"), by and between Sierra Pacific Power Company d/b/a NV Energy, a Nevada corporation ("NV Energy"), and PR RNO Property Owner 1, LLC, a Delaware limited liability company ("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 data center as defined by NRS 360.754 that will be located at 2220 Peru Dr, McCarran, NV 89437 (the "Project"), and Customer has requested that NV Energy provide the Project with bundled retail electric service;

WHEREAS, Customer and NV Energy are parties to that certain Rule 9, Section B.2. High Voltage Distribution Agreement (Large Project), dated as of August 26, 2025, agreement number 25-00042 (the "HVD Agreement"), as amended, 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 HVD 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 HVD Agreement) with respect to the Project, in each case, all on the terms and subject to the conditions set forth in the HVD Agreement;

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;

WHEREAS, substantially contemporaneously with the execution and delivery of this Agreement, the Parties shall enter into a Short-Term Electric Service Agreement (the "Short-Term ESA") with respect to NV Energy's provision of bundled retail electric service to the Project during certain periods in calendar years 2027 and 2028 and, upon the Effective Date as provided in Section 9.3 below, the Parties intend that this Agreement shall be amended, amended and restated, or otherwise modified or supplemented to incorporate the relevant provisions of the Short-Term ESA with respect to NV Energy's provision of bundled retail electric service to the Project during calendar years 2027 and 2028 of the Short-Term Energy Supply Period (as defined below);

WHEREAS, NV Energy intends to file an Integrated Resource Plan proceeding with the PUCN on or about April 30, 2026, pursuant to which NV Energy intends to seek authorization to, among other things, (a) acquire various thermal generating resources which are anticipated to achieve commercial operation and to be placed in service between calendar years 2030 and 2032, and (b) make investments in various transmission infrastructure projects that are necessary to connect such thermal generating resources, and other generating resources from which NV Energy will procure or generate electric capacity and energy for customers (including Customer) pursuant to the PUCN Resource Approval (as defined below), to NV Energy's transmission system, the collective costs of which generating resources and transmission infrastructure projects will be used, in part, to determine the Customer Specific Generation Charge;

WHEREAS, as of the Effective Date and pursuant to and in accordance with this Agreement, Customer shall be obligated to pay to NV Energy (as part of the ESA Overall Rate) the Customer Specific Generation Charge, which payment obligation precedes the dates upon on which such thermal generating facilities, and such transmission infrastructure projects, are anticipated to achieve commercial operation and to be placed in service; and

WHEREAS, the Customer Specific Generation Charge to be paid by Customer to NV Energy (as part of the Overall ESA Rate) is a non-refundable payment.

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.

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 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 Alternative Resource Approval.

"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.

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

"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.

"Change in Maximum Demand" shall have the meaning set forth in Section 4.4(b).

"Change in Ramp Demand" shall have the meaning set forth in Section 4.4(a).

"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-Reserved Provisions" means the provisions of this Agreement specifically described in Exhibit G.

"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, generating resources (including, without limitation, capacity, procurement, and integration costs) that are both approved by the PUCN and are required to serve the Maximum Demand in accordance with this Agreement. The Customer-Specific Generation Charge payable by Customer shall reflect Customer's pro rata share of the costs of all such generating resources, based on the Maximum Demand of Customer relative to the aggregate maximum demand of all applicable customers (including Customer). For the avoidance of doubt, Customer's pro rata share of such costs shall not be increased as a result of any changes to the maximum demand of any other applicable customer, and NV Energy shall provide Customer with any updates to Customer's pro rata share of such costs as soon as reasonably practicable after NV Energy files (a) its Integrated Resource Plan with the PUCN in calendar year 2026, (b) any Report on the progress of the Action Plan filed pursuant to the Nevada Administrative Code § 704.9498, and (c) any general rate case or similar ratemaking proceeding that includes a generating resource included in the Customer-Specific Generation Charge.

"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 based on the Minimum Demand and Minimum Energy that includes (a) any applicable Customer Specific Facilities Charge(s); (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 applicable Governmental Authority;

and (g) all other applicable rates, as determined by the PUCN, 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 or Alternative Generating Facility where Customer is obligated to pay for one hundred percent (100%) of the energy generated by such Generating Facility or Alternative Generating Facility, energy generated by such Generating Facility or such Alternative Generating Facility minus the energy served to the Project from such Generating Facility or such Alternative 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 GS-3 (General Service - 3) of the Tariff Schedules.

"HVD Agreement" shall have the meaning set forth in the Recitals.

"Interim Period" has the meaning set forth in Section 2.3(d)(i).

"Load Factor" means the application of an eighty percent (80%) factor to convert Maximum Demand to Minimum Energy for billing purposes.

"Load Factor Reduction" has the meaning set forth in Section 4.6.

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

"Long-Term Energy Rate" means (a) a fixed rate of $37 /MWh for the hours and loads the applicable Generating Facility or Alternative 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 or Alternative 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 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 volumes[1]; (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 4.4.

"Minimum Demand" shall mean an amount equal to, collectively, (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.

"Minimum Energy" shall mean the Maximum Demand multiplied by the Load Factor multiplied by ninety percent (90%).

"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).

"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.

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[1] 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.

"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 Alternative Resource Approval" means a final order issued by the PUCN that (a) approves the Alternative Resource Procurement Agreement or Alternative 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 Approval Date" shall mean the date as of which all of the PUCN Approvals have been obtained.

"PUCN Approvals" shall mean, collectively, (a) the PUCN ESA Approval and (b) either the PUCN Resource Approval or the PUCN Alternative Resource Approval (as applicable).

"PUCN ESA Approval" shall mean a final order issued by the PUCN that (a) approves this Agreement, in form and substance satisfactory to NV Energy and Customer (including with respect to the Customer-Reserved Positions), in each Party's 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 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 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. Electric No. 1, 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, 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, and except as provided in Section 2.3(d), 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, if this Agreement is approved by the PUCN but such approval includes terms, conditions or modifications that are not satisfactory to both NV Energy and Customer in each Party's sole discretion, or if this Agreement is approved by the PUCN as filed and without additional terms, conditions or modifications but Customer does not find the Customer-Reserved Provisions contained in this Agreement to be satisfactory to Customer in its sole discretion, the PUCN ESA Approval shall be deemed not to have been obtained.

(b) Subject to Section 2.1(c), 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 the Generating Facility 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) Solely in the event that the PUCN Resource Approval is not obtained, the PUCN Alternative Resource Approval shall have been obtained and shall be in full force and effect. For the avoidance of doubt, if the Alternative Resource Procurement Agreement or the Alternative Generating Facility 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 Alternative Resource Approval shall be deemed not to have been obtained.

(d) 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.

Except as provided in Section 2.2 and Section 2.3(d), 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.

2.2 Effective Date. For purposes of this Agreement, the "Effective Date" is the date as of which (a)(i) each of the conditions set forth in Section 2.1 has been satisfied, or (ii) in the event that the PUCN Resource Approval is not obtained, the date as of which (A) each of the conditions set forth in Sections 2.1(a), 2.1(d) have been satisfied and (B) the Interim Period commences pursuant to Section 2.3(d), 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) Consultation with Customer; Customer Support for PUCN Approvals.

(i) NV Energy shall consult with Customer on all principal filings submitted by NV Energy to the PUCN in connection with seeking the PUCN Approvals, however, NV Energy shall not be obligated to seek any approval or preapproval from Customer with respect to the form or substance of any such filings (or any attachments thereto). Customer may, from time to time, offer input to NV Energy in connection with such filings, which NV Energy may consider but shall not be required to implement or incorporate in such filings.

(ii) 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, except with respect to the Customer-Reserved Provisions, Customer shall not file any documents in any such PUCN proceedings in opposition to such filings.

(d) PUCN Alternative Resource Approval; Supply of Short-Term Energy during Interim Period; Termination.

(i) If the PUCN Resource Approval is not obtained, then, commencing on the date that the PUCN Resource Approval is not obtained and continuing for a period of thirty-six (36) months thereafter (the "Interim Period"), NV Energy shall use commercially reasonable efforts to enter into an Alternative Resource Procurement Agreement or identify an Alternative Generating Facility and to obtain the PUCN Alternative Resource Approval; provided that if the PUCN Alternative Resource Approval is not obtained, NV Energy shall not be obligated to undertake further efforts to obtain the PUCN Alternative Resource Approval.

(ii) During the Interim Period, NV Energy shall use commercially reasonable efforts to procure Short-Term Energy on behalf of Customer pursuant to and in accordance with Section 5.1, 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 such Short-Term Energy. Invoices shall be provided to Customer on a monthly basis by the method or methods authorized by the Tariff Schedules and shall be paid by Customer in accordance with the payment terms set forth therein.

(iii) If NV Energy enters into an Alternative Resource Procurement Agreement, and the PUCN Alternative Resource Approval is obtained, prior to the end of the Interim Period, the Parties agree that (A) NV Energy shall continue to use commercially reasonable efforts to procure Short-Term Energy on behalf of Customer pursuant to and in accordance with Section 5.1, until the Long-Term Energy Supply Commencement Date, (B) commencing on the Long-Term Energy Supply Commencement Date, NV Energy shall use commercially reasonable efforts to procure Long-Term Energy on behalf of Customer pursuant to and in accordance with Section 5.2, and (C) the Long-Term Energy Rate shall be adjusted to reflect any increase or decrease in the cost to NV Energy of the applicable Alternative Generating Facility as compared with the cost to NV Energy of the applicable Generating Facility. NV Energy shall use commercially reasonable efforts to avoid or mitigate a significant increase in the Long-Term Energy Rate in connection with the Alternative Generating Facility; provided, however, that the foregoing covenant shall not restrict NV Energy from entering into any Alternative Resource Procurement Agreement.

(iv) If NV Energy does not enter into an Alternative Resource Procurement Agreement, or if the PUCN Alternative Resource Approval is not obtained, prior to the end of the Interim Period, then, from and after the end of the Interim 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. For the avoidance of doubt, if this Agreement is terminated pursuant to this Section 2.3(d)(iv), Customer shall not be liable for the payment of the Termination Payment pursuant to Section 3.3.

(f) 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 300 calendar months 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 48 calendar months from and after the Effective Date, and (b) a period of 252 calendar months from and after the end of the Ramp Period.

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 for a period of thirty-six (36) months after 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 (including customers that Customer may identify), 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; RAMP DEMAND; CHANGE IN MAXIMUM DEMAND; MINIMUM DEMAND; ESA OVERALL RATE; REDUCTION IN ENERGY CHARGES

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. Customer's highest level of Connected Load to be served by NV Energy under this Agreement during the Term is [redacted] (the "Maximum Demand").

4.3 Ramp Schedule and Ramp Demand. Customer's ramp schedule ("Ramp Schedule") identifying the level of Maximum Demand during each month of the Ramp Period (such monthly 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 Change in Maximum Demand.

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(a) During the Ramp Period. On an annual basis during the Ramp Period, Customer shall have the right to request an increase or reduction to the then-effective Maximum Demand, with such increase or reduction to be effective as of January 1 of the following calendar year, provided that any such requested increase or reduction is not more than ten percent (10%) of the then-effective Maximum Demand (a "Change in Ramp Demand"). Any such request shall be made by Customer by providing NV Energy with written notice of same on or prior to October 1 of the calendar year preceding the calendar year for which the Change in Ramp Demand is requested. If NV Energy determines, in its sole reasonable discretion, that all or part of such Change in Ramp Demand can be accommodated (taking into account, among other things, NV Energy's then-existing system capabilities, the expected demand schedules of other customers receiving bundled retail electric service under the GS-3 Tariff and related electric service agreements, and any facilities infrastructure limitations or constraints), NV Energy shall provide written notice to Customer confirming the amount, if any, of the Change in Ramp Demand that NV Energy determines that it can accommodate. From and after the effective date of the Change in Ramp Demand, the "Maximum Demand" for purposes of this Agreement shall mean the then-effective Maximum Demand as increased or reduced, as applicable, by the amount, if any, of the Change in Ramp Demand that NV Energy has determined that it can accommodate.

(b) After the Ramp Period. At any time after the Ramp Period, Customer shall have the right to request a one-time increase or reduction to the Maximum Demand set forth in Section 4.2, provided that any such requested increase or reduction is not more than ten percent (10%) of the Maximum Demand set forth in Section 4.2 (a "Change in Maximum Demand"). Any such request shall be made by Customer by providing NV Energy with written notice of same not less than thirty-six (36) calendar months prior to the effective date of the requested Change in Maximum Demand. If NV Energy determines, in its sole reasonable discretion, that all or part of such Change in Maximum Demand can be accommodated (taking into account, among other things, NV Energy's then-existing system capabilities, the expected demand schedules of other customers receiving bundled retail electric service under the GS-3 Tariff and related electric service agreements, and any facilities infrastructure limitations or constraints), NV Energy shall provide written notice to Customer confirming the amount, if any, of the Change in Maximum Demand that NV Energy determines that it can accommodate. From and after the effective date of the Change in Maximum Demand, the "Maximum Demand" for purposes of this Agreement shall mean the Maximum Demand set forth in Section 4.2 as increased or reduced, as applicable, by the amount, if any, of the Change in Maximum Demand that NV Energy has determined that it can accommodate.

4.5 Minimum Demand; Minimum Energy; ESA Overall Rate. Irrespective of Customer's actual demand and actual quantity of electric energy (kWh) utilized in a given month, Customer is obligated to pay the ESA Overall Rate with respect to (A) the Minimum Demand and (B) the Minimum Energy. For the avoidance of doubt, with respect to the demand charge, 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.

4.6 Reduction in Energy Charges. On an annual basis during the Ramp Period, Customer shall have the right to request that NV Energy reduce the then-applicable load factor used to calculate the Minimum Energy under this Agreement (a "Load Factor Reduction"). Any such request shall be made by Customer by providing NV Energy with written notice of same on or prior to October 1 of the applicable calendar year during the Ramp Period, with the requested Load Factor Reduction to be effective as of the date that is eighteen (18) months after NV Energy's receipt of such written notice. If NV Energy determines, in its sole reasonable discretion, that all or part of such requested Load Factor Reduction can be accommodated, NV Energy shall provide written notice to Customer confirming the amount, if any, of the Load Factor Reduction that NV Energy determines that it can accommodate. If the Load Factor Reduction that NV Energy determines that it can accommodate, if any, would result in a decrease in NV Energy's costs (associated with providing bundled retail electric service pursuant to and in accordance with this Agreement) commencing as of the date that is eighteen (18) months after NV Energy's receipt of the written notice described in the second sentence above, NV Energy will implement any such Load Factor Reduction as of such date solely for purposes of calculating the Minimum Energy under this Agreement.

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 Schedules 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 or Alternative Generating Facility (as applicable) 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 Schedules 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, subject to PUCN approval on a case-by-case basis, to reflect any increase in the cost to NV Energy of the applicable Generating Facility or Alternative Generating Facility (as applicable), 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 or Alternative Generating Facility (as applicable) 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 or Alternative Resource Procurement Agreement (as applicable) (including with respect to the cost of the applicable Generating Facility or Alternative Generating Facility (as applicable)).

(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 or Alternative Generating Facility (as applicable) for the hours and loads the applicable Generating Facility or Alternative Generating Facility (as applicable) 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 October 1 of the calendar year 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 or the Alternative Generating Facility (as applicable) has achieved commercial operation, the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) is terminated for any reason other than a material breach or default by NV Energy, or (y) after the Generating Facility or the Alternative Generating Facility (as applicable) has achieved commercial operation, the Generating Facility or the Alternative Generating Facility (as applicable) is not delivering the expected 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 (x) the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) is terminated or (y) the date that the Generating Facility or the Alternative Generating Facility (as applicable) is not delivering the expected energy and capacity, 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 (x) the date that the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) is terminated or (y) the date that the Generating Facility or the Alternative Generating Facility (as applicable) is not delivering the expected energy and capacity, 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 (x) the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) is terminated or (y) the Generating Facility or the Alternative Generating Facility (as applicable) is not delivering the expected 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 or Alternative Generating Facility (as applicable) (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 or the Alternative Resource Procurement Agreement (as applicable) 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 or the Alternative Generating Facility (as applicable) was not delivering the expected 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 elects to 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) Promptly, and in any event not more than fifteen (15) Business Days, after the PUCN Approval Date, Customer shall provide to NV Energy, and thereafter maintain, financial security for its obligations under this Agreement in an amount equal to the sum of the aggregate applicable Minimum Demand and Minimum Energy *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 DEMAND

7.1 Ramp Period. The Ramp Period shall be 48 calendar months.

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

[redacted]

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) This section is intentionally omitted.

9.2 Covenants of Customer.

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.

9.3 Mutual Covenants.

(a) Promptly, but in any event not later than fifteen (15) days, after the Effective Date, the Parties shall amend, amend and restate, or otherwise modify or supplement this Agreement to incorporate the relevant provisions of the Short-Term ESA with respect to NV Energy's provision of bundled retail electric service to the Project during calendar years 2027 and 2028 of the Short-Term Energy Supply Period.

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 Grid Emergency;

(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, unless otherwise mutually agreed upon in writing by the Parties, the cure period shall be extended by an additional thirty (30) days if (i) the defaulting Party is unable to cure such breach or failure, (ii) such breach or failure is not cured within such thirty (30) day period but the defaulting Party is diligently pursuing a cure, and (iii) such breach or failure 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 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. Intentionally omitted.

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: Manager, Energy Supply Contract Management
Email:ContractManagement@nvenergy.com

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; regulatory@nvenergy.com

<u>If to Customer, to</u>:

PR RNO Property Owner 1, LLC
Attn: Legal Department
3200 Cherry Creek S Drive, Suite 500
Denver, CO 80209
Email: legal@fleetdatacenters.com

<u>with a copy to</u>:

Attn: Chris Vonderhaar
3200 Cherry Creek S Drive, Suite 500
Denver, CO 80209
Email: Chris.Vonderhaar@fleetdatacenters.com

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) <u>Receipt of Notice; Change of Information</u>. 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.

<u>13.2</u> <u>Limitation of Liability</u>. 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 <u>Assignment</u>. 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 "<u>Transferee</u>"), 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 <u>Section 13.3</u> 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 d/b/a NV Energy, a Nevada corporation

By: ______________________

Name: Brandon Barkhuff

Title: President & CEO

CUSTOMER:

PR RNO Property Owner 1, LLC
a Delaware limited liability company

By: ______________________

Name: Chris Vanderhaar

Title: President

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

Category	Billing Determinants		Otherwise Applicable Schedule Rate LGS-3P (7/1/2025 Rate)
Basic Service Charge, per month	Premise count	$	214.10
Additional Meter Charge per additional meter per month	AMC Count	$	33.75
Customer Specific Facilities Charge, per month			Updated each General Rate Case
Facilities Charge all kW per kW	Max(Actual kW, 30% Maximum Demand kW)	$	2.50
BTGR Consumption Charge per kWh*			
Summer On-Peak Period	Max(Actual kWh, 90% Forecasted kWh)	$	0.03753
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, 30% Maximum Demand kW)	$	7.60
Winter	Max(Actual kW, 30% Maximum Demand kW)	$	1.25
Short Term Energy Rate*	100% Forecasted kWh for any Block Purchase		Block Price
	Max(Actual-Block kWh, 90% Forecasted-Block kWh)		Non-Block Price
	Max(Actual kWh, 90% Forecasted kWh)	$	2.00
Customer Specific Generation Charge, per month	Begins on Effective Date, updated each General Rate Case		remental cost of applicable generating facility(s), updated each General Rate Case

*Applying an 80% load factor to the monthly Maximum Demand kW returns the Forecasted kWh, applying the Minimum Energy of 90% to the Forecasted kWh results in Minimum Energy that is 72% of the Maximum Demand.

Applicable Rate Components			
Base Tariff Energy Rate (BTER)	kWh not applied to Market Based Energy Rate	$	0.05085
Deferred Energy Accounting Adjustment (DEAA)	kWh not applied to Market Based Energy Rate	$	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	$	0.00175
Expanded Solar Access Program (ESAP)	Actual kWh	$	0.00005
Wildfire Self-Insurance (pending filing)	Actual kWh		TBD
Franchise Fee Tax			5.0%

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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)
Basic Service Charge, per month	Premise count	$	214.10
Additional Meter Charge per additional meter per month	AMC Count	$	35.75
Customer Specific Facilities Charge, per month			Updated each General Rate Case
Facilities Charge all kW per kW	Max(Actual kW, 90% Maximum Demand kW)	$	2.50
BTGR Consumption Charge per kWh*			
Summer On-Peak Period	Max(Actual kWh, 90% Forecasted kWh)	$	0.03153
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% Maximum Demand kW)	$	7.60
Winter	Max(Actual kW, 90% Maximum Demand 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		remental cost of applicable generating facility(s), updated each General Rate Case

*Applying an 80% load factor to the monthly Maximum Demand kW returns the Forecasted kWh, applying the Minimum Energy of 90% to the Forecasted kWh results in Minimum Energy that is 72% of the Maximum Demand

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%

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Alternative Option 2 Short-Term Energy Rate:

Short Term Overall Rate - Alternative Option 2 Short Term Energy Rate
Representative Customer

Category	Billing Determinants		Otherwise Applicable Schedule Rate LGS-3P (7/1/2025 Rate)
Basic Service Charge, per month	Premise count	$	214.10
Additional Meter Charge per additional meter per month	AMC Count	$	33.75
Customer Specific Facilities Charge, per month			Updated each General Rate Case
Facilities Charge all kW per kW	Max(Actual kW, 30% Maximum Demand kW)	$	2.50
BTGR Consumption Charge per kWh*			
Summer On-Peak Period	Max(Actual kWh, 30% Forecasted kWh)	$	0.03759
Summer Off-Peak Period	Max(Actual kWh, 30% Forecasted kWh)	$	0.00246
Winter	Max(Actual kWh, 30% Forecasted kWh)	$	0.00706
Demand Charge per kW*			
Summer On-Peak Period	Max(Actual kW, 30% Maximum Demand kW)	$	7.60
Winter	Max(Actual kW, 30% Maximum Demand kW)	$	1.25
Short Term Energy Rate*	100% Forecasted kWh output of contracted generation		fixed price contract rate
	Max(Actual kWh, 30% Forecasted kWh)	$	2.00
Customer Specific Generation Charge, per month	Begins on Effective Date, updated each General Rate Case		remental cost of applicable generating facility(s), updated each General Rate Case

*Applying an 80% load factor to the monthly Maximum Demand kW returns the Forecasted kWh, applying the Minimum Energy of 30% to the Forecasted kWh results in Minimum Energy that is 72% of the Maximum Demand.

Applicable Rate Components

Base Tariff Energy Rate (BTER)	kWh not applied to Short Term Energy Rate: Max(actual kWh, 30% Forecasted kWh)	$	0.05085
Deferred Energy Accounting Adjustment (DEAA)	kWh not applied to Short Term Energy Rate: Max(actual kWh, 30% 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	$	0.00173
Expanded Solar Access Program (ESAP)	Actual kWh	$	0.00005
Wildfire Self-Insurance (pending filing)	Actual kWh		TBD
Franchise Fee Tax			5.0%

EXHIBIT D

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

Long Term Overall Rate
Representative Customer

Category	Billing Determinants		Otherwise Applicable Schedule Rate LGS-3P (7/1/2025 Rate)
Basic Service Charge, per month	Premise count	$	214.10
Additional Meter Charge per additional meter per month	AMC Count	$	39.75
Customer Specific Facilities Charge, per month			Updated each General Rate Case
Facilities Charge all kW per kW	Max{Actual kW, 90% Maximum Demand kW}	$	2.50
BTGR Consumption Charge per kWh*			
Summer On-Peak Period	Max{Actual kWh, 90% Forecasted kWh}	$	0.09753
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% Maximum Demand kW}	$	7.60
Winter	Max{Actual kW, 90% Maximum Demand 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}	$	2.00
Customer Specific Generation Charge, per month	Begins on Effective Date, updated each General Rate Case		[In]cremental cost of applicable generating facility(s), updated each General Rate Case

*Applying an 80% load factor to the monthly Maximum Demand kW returns the Forecasted kWh, applying the Minimum Energy of 90% to the Forecasted kWh results in Minimum Energy that is 72% of the Maximum Demand.

Applicable Rate Components	Billing Determinants		
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	$	0.00173
Expanded Solar Access Program (ESAP)	Actual kWh	$	0.00005
Wildfire Self-Insurance (pending filing)	Actual kWh		TBD
Franchise Fee Tax			5.0%

EXHIBIT E

Example Calculation of Termination Payment

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

EXHIBIT F

Cybersecurity Requirements

Not applicable

EXHIBIT G

Customer-Reserved Provisions

1. The specific percentages referenced in the defined term "Minimum Demand"

2. The specific percentage referenced in the defined term "Minimum Energy", and Customer's obligation to pay the ESA Overall Rate with respect to the Minimum Energy

3. The calculation of each of (a) the "Customer-Specific Generation Charge", (b) the "ESA Overall Rate", and (c) the "Long-Term Energy Rate"

4. The calculation of the "Termination Payment"

5. The calculation of the "ESA Customer Security"

EXHIBIT G

Customer's Execution Disclaimer and Statement of Intent. In addition to the Customer-Reserved Provisions noted below, Customer hereby informs NV Energy and the PUCN as follows:

1. There is no tariff or service condition approved by the PUCN that requires Customer to execute this Agreement in order to receive service from NV Energy. As the incumbent utility with a certificate of public convenience and necessity, NV Energy has an obligation to provide electric service to Customer under the OARS (GS-3) tariff, as currently approved by the PUCN.
2. It is Customer's understanding that NV Energy has not sought nor has been granted by the PUCN the authority to require any GS-3 customer to sign this Agreement as a prerequisite to receiving electric service from NV Energy. Further, it is Customer's understanding that the form of this Agreement has not been approved by the PUCN and was selectively tendered to certain customers on unestablished criteria.
3. Customer is committed to collaborating in good faith to develop structures that ensure new large load customers pay their fair share based on cost of service and other fundamental ratemaking principles. Customer supports open, inclusive analysis and rulemaking that ensures residential ratepayers are not subjected to increased energy bills or required to shoulder a disproportionate share of system costs, while enabling load growth and economic development in the region.

Further to this understanding, Customer is executing this Agreement expressly pursuant to and in accordance with the foregoing conditions and disclaimers:

1. Customer is not being provided a service option by NV Energy under GS-3 but for the execution of this Agreement.
2. Customer executes this Agreement solely because NV Energy has conditioned the provision of electric service upon its execution. Customer believes such a condition is unlawful and unreasonable. Execution of this agreement does not reflect a good faith commercial negotiation and shall not constitute a waiver of any of Customer's rights or legal positions.
3. If the PUCN allows Customer to take service under the GS-3 tariff without this Agreement, Customer reserves the right to accept that option, and, consequently, this Agreement will never become effective and be unenforceable.
4. Customer objects to all of the provisions identified in this Exhibit G, at a minimum, and reserves the right to object to other terms and conditions in the future.
5. Customer expressly reserves the right to request modifications to the Agreement based upon guidance from the PUCN. Further, Customer expressly reserves the right to seek relief from the PUCN to modify or void. No provision of this Agreement shall be constituted as a waiver of those rights.

Customer-Reserved Provisions

1. Recitals. Remove "WHEREAS, as of the Effective Date and pursuant to and in accordance with this Agreement, Customer shall be obligated to pay to NV Energy (as part of the ESA Overall Rate) the Customer Specific Generation Charge, which payment obligation precedes the dates upon on which such thermal generating facilities, and such transmission infrastructure projects, are anticipated to achieve commercial operation and to be placed in service; and"[1]

2. "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~~.[2]

3. "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.

4. Remove definition of "Customer Specific Generation Charge." The Customer-Specific generation charge has not been approved by the PUCN. Drafting in this section is overly vague. NVE has not defined how it will determine the inputs of this charge, specifically what resources will be included in this charge. Further, this charge should not double count embedded charges already paid by customer. This is also inconsistent with understanding that Customer is responsible only for the "premium" of these resources versus embedded resources, and that premium will be added to the OARS (GS-3). As drafted in this Agreement, this charge could lead to rates 2x or more above standard tariff service. All NVE charges and rates must be clearly defined and authorized by the PUCN.

5. "ESA Overall Rate" means an overall rate calculated by NV Energy for Short-Term Energy and Long-Term Energy based on the Minimum Demand and Minimum Energy that includes (without duplication) (a) any applicable Customer Specific Facilities Charge(s); (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

[1] Note to Draft: Customer should not be responsible for the payment of fees for generation resources prior to receiving energy generated by such resource. Customer should only be charged for energy produced and actually delivered to its facilities. Imposition of Customer Specific Generation Charge does not match PUCN approved tariff structures. All rates must be approved by PUCN. Customer should be entitled to GS-3 tariff pricing until another tariff structure is approved.

[2] Note to Draft: Admin fee has not been authorized by PUCN. All fees collected by NVE must be authorized by the PUCN. NVE has not provided Customer any rationale for imposition of fee. NVE has presented this ESA and the terms of it as "take-it-or-leave-it," and is not subject to an enabling Tariff.

Long-Term Energy Rate; (f) a franchise fee as set by the applicable Governmental Authority; and (g) all other applicable rates, as determined by the PUCN, provided that all other applicable rates will be assessed at the realized Project load levels.[3]

6. Definition of "Generation Facility." NVE's construct of Generation Facility and their charges could lead to drastically different prices for customers within the same class. Customers have no insight into how NVE chooses specific resources for specific customers or opportunities to negotiate directly with generators for more favorable pricing. In fact, this construct disincentivizes NVE from negotiating acceptable rates on behalf of its customers. NVE must treat all similarly situated customers equally.

7. Definition of "Load Factor." NVE has not justified an 80% load factor. Allowing an unjustified load factor could allow NVE to collect revenue for energy which is not produced or available.

8. "Long-Term Energy Rate" means (a) a fixed rate of $37.16/MWh for the hours and loads the applicable Generating Facility or Alternative Generating Facility is in production, plus (b) all BTER and DEAA rates for hours and loads during [non-production hours,][4] as described in Section 5.2(c), as it may be adjusted pursuant to Section 5.2(b).

9. "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~~ may 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 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 volumes; (b) ~~a $2/MWh administrative fee; (c)~~ all BTGR rates based on the GS-3 Tariff; and (c~~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.

10. "Minimum Demand" shall mean an amount equal to, collectively, (A) at least ~~ninety~~ seventy percent (7~~9~~0%) of the Ramp Demand during each month of the Ramp Period, and (B) at least ~~ninety~~ seventy percent (~~9~~70%) of the Maximum Demand during each month of the Term from and after the end of the Ramp Period.[5]

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[3] Note to Draft: Pricing mechanisms in LLESA do not match PUCN approved tariff structure. All rates must be approved by PUCN. Customer should be entitled to GS-3 tariff pricing until another tariff structure is approved.

[4] Note to Draft: Fixed price of Generating Facility may not be known at execution of the LLESA. How will Long-Term Energy Rates vary among customers subject to them? These hours need to be more defined in the LLESA, as the LLESA is not limited to intermittent resources.

[5] Note to Draft: Minimum Demand charges proposed by NVE grossly exceed industry standards. Any demand charges must be approved by the PUCN and be determined based on an assessment of the revenue requirements associated with the cost of service.

11. "Minimum Energy" shall mean the Maximum Demand multiplied by the Load Factor multiplied by ~~ninety~~ seventy percent (~~9~~70%).[6]

12. "PUCN Alternative Resource Approval" means a final order issued by the PUCN that (a) approves the Alternative Resource Procurement Agreement or Alternative 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~~ reasonable 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.

13. "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 reasonable ~~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.

14. "PUCN Resource Approval" means a final order issued by the PUCN that (a) approves the Resource Procurement Agreement or 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 reasonable ~~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.

15. Sections 2.1: Conditions to Effectiveness. Remove (b) – (d):[7]

16. Section 2.3(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~~.

17. Section 2.3(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~~.

18. Section 2.3(c): Consultation with Customer; Customer Support for PUCN Approvals. NV Energy shall consult with Customer on all principal filings submitted by NV Energy to the PUCN in connection with seeking the PUCN Approvals, however, NV Energy shall not be obligated to seek any approval or preapproval from Customer with respect to the form or substance of any such filings (or any attachments thereto). Customer may, from time to time, offer input to NV Energy in connection with such filings, which NV Energy may consider but shall not be required to implement or incorporate in such filings.

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[6] Note to Draft: Minimum Energy charges proposed by NVE grossly exceed industry standards. Any demand charges must be approved by the PUCN and be determined based on an assessment of the revenue requirements associated with the cost of service.

[7] Note to Draft: LLESA effectiveness should only be conditioned on PUCN approval of the Agreement Robust language regarding interim service is sufficient to allow both parties to effectively perform.

~~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, except with respect to the Customer Reserved Provisions, Customer shall not file any documents in any such PUCN proceedings in opposition to such filings.~~

19. Section 2.3(d)(i): If the PUCN Resource Approval is not obtained, then, commencing on the date that the PUCN Resource Approval is not obtained and continuing for a period of thirty-six (36) months thereafter (the "Interim Period"), NV Energy shall use commercially reasonable efforts to enter into an Alternative Resource Procurement Agreement or identify an Alternative Generating Facility and to obtain the PUCN Alternative Resource Approval~~; provided that if the PUCN Alternative Resource Approval is not obtained, NV Energy shall not be obligated to undertake further efforts to obtain the PUCN Alternative Resource Approval~~.[8]

20. Section 2.3(d)(iv): If NV Energy does not enter into an Alternative Resource Procurement Agreement, or if the PUCN Alternative Resource Approval is not obtained, prior to the end of the Interim Period, then, from and after the end of the Interim Period ~~each of the Parties~~Customer shall have the right to terminate this Agreement upon written notice to ~~the other Party~~NV Energy, and Customer shall be liable for its payment obligations that arose prior to the date of termination. For the avoidance of doubt, if this Agreement is terminated pursuant to this Section 2.3(d)(iv), Customer shall not be liable for the payment of the Termination Payment pursuant to Section 3.3.[9]

21. Section 3.1: Term. The term of this Agreement shall commence on the Effective Date and shall continue for a period of 300[10] calendar months 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 48 calendar months from and after the Effective Date, and (b) a period of 252 calendar months from and after the end of the Ramp Period. Following the end of the Term, Customer may elect to (i) continue to take service under the terms and conditions of this Agreement, (ii) take service under another tariff or rate offered by NV Energy, or (iii) no longer receive bundled electric service from NV Energy, which may include accepting new electric resource service pursuant to NRS Chapter 704(B).

[8] Note to Draft: NVE has an obligation to serve all customers in its service territory. NVE should not have ability to terminate service agreement in this instance. Further, NVE has sole control of PUCN approvals, Customer should not bear the risk of NVE's failure to obtain resource approval and should not be penalized for its failure to do so.
[9] Note to Draft: NVE has an obligation to serve all customers in its service territory. NVE should not have ability to terminate service agreement in this instance. Further, NVE has sole control of PUCN approvals, Customer should not bear the risk of NVE's failure to obtain resource approval and should not be penalized for its failure to do so.
[10] Note to Draft: Term should be consistent across LLESA customers. Any term exceeding 10 years should include a reasonable exit period (ex. 5 years), where Customer (i) has the option to reassign the contracted capacity to another large load customer or (ii) would be responsible for minimum billing requirements during an exit period (subject to NVE mitigation efforts), then released from further obligations.

22. Section 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.~~

23. Section 3.3(a): Termination Payment. If Customer terminates this Agreement pursuant to Section 3.2 after the commencement of the Short-Term Energy Supply Period, 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. If Customer terminates this Agreement pursuant to Section 3.2 on or before the Effective Date of this Agreement, Customer shall not owe NV Energy any Termination Payment.[11]

24. Section 3.3(b): Mitigation and Refund of Termination Payment. Commencing on the date of delivery of the Termination Notice~~ and continuing for a period of thirty-six (36) months after 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 (including customers that Customer may identify), 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. Thirty (30) days prior to the Termination Payment due date, NVE shall notify Customer of the Refund Amount. Customer may offset the Refund Amount against the Termination Payment. ~~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.~~[12]

25. Section 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

[11] Note to Draft: Customer should be able to terminate the LLESA for convenience at any time. Customer should not be required to pay a Termination Fee prior to the Long-Term Energy Supply Commencement Date, as NVE does not have long-term costs or risks during either the Interim Period or Short-Term Energy Supply Term. Further, the PUCN has not approved the Termination Payment calculation. NVE is not authorized to collect charges that have not been approved by the PUCN.
[12] Note to Draft: NVE should be required to use all available mitigation measures to mitigate the Refund Amount over the course the remaining term. Given a potential of a 25-year term and mitigation options available to NVE, limited mitigation efforts to 36 months is not appropriate. Further, refund amounts should be offset against the Termination Payments.

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~~ reasonable 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~~elects, 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; provided, if Customer continues to take bundled retail service from NV Energy, Customer will not be liable for any penalties (including a Termination Payment) under this Agreement, 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.

26. Section 4.2: Maximum Demand. Maximum Demand should be based on a monthly schedule to account for seasonality and known operating characteristics, especially if subject to abnormally high minimum billing charges.

27. Section 4.4(a): During the Ramp Period. On an annual basis during the Ramp Period, Customer shall have the right to request an increase or reduction to the then-effective Maximum Demand, with such increase or reduction to be effective as of January 1 of the following calendar year, provided that any such requested increase or reduction is not more than ~~ten~~ twenty percent (2~~1~~0%) of the then-effective Maximum Demand (a "Change in Ramp Demand").[13] Any such request shall be made by Customer by providing NV Energy with written notice of same on or prior to October 1 of the calendar year preceding the calendar year for which the Change in Ramp Demand is requested. If NV Energy determines, in its ~~sole~~ reasonable discretion, that all or part of such Change in Ramp Demand can be accommodated (taking into account, among other things, NV Energy's then-existing system capabilities, the expected demand schedules of other customers receiving bundled retail electric service ~~under the GS-3 Tariff~~ and related electric service agreements, and any facilities infrastructure limitations or constraints),[14] NV Energy shall provide written notice to Customer confirming the amount, if any, of the Change in Ramp Demand that NV Energy determines that it can accommodate. From and after the effective date of the Change in Ramp Demand, the "Maximum Demand" for purposes of this Agreement shall mean the then-effective Maximum Demand as increased or reduced, as applicable, by the amount, if any, of the Change in Ramp Demand that NV Energy has determined that it can accommodate.

28. Section 4.4(b): After the Ramp Period. At any time after the Ramp Period, Customer shall have the right to request a one-time increase or reduction to the Maximum Demand set forth in Section 4.2, provided that any such requested increase or reduction is not

[13] Note to Draft: 20% reduction in load ramp is consistent with industry standards.
[14] Note to Draft: NVE should be required to mitigate potential over procurement across its customer base.

more than ~~ten~~ twenty percent (2~~1~~0%) of the Maximum Demand set forth in Section 4.2 (a "Change in Maximum Demand"). Any such request shall be made by Customer by providing NV Energy with written notice of same not less than thirty-six (36) calendar months prior to the effective date of the requested Change in Maximum Demand. If NV Energy determines, in its ~~sole~~ reasonable discretion, that all or part of such Change in Maximum Demand can be accommodated (taking into account, among other things, NV Energy's then-existing system capabilities, the expected demand schedules of other customers receiving bundled retail electric service ~~under the GS-3 Tariff~~ and related electric service agreements, and any facilities infrastructure limitations or constraints), NV Energy shall provide written notice to Customer confirming the amount, if any, of the Change in Maximum Demand that NV Energy determines that it can accommodate. From and after the effective date of the Change in Maximum Demand, the "Maximum Demand" for purposes of this Agreement shall mean the Maximum Demand set forth in Section 4.2 as increased or reduced, as applicable, by the amount, if any, of the Change in Maximum Demand that NV Energy has determined that it can accommodate.

29. Section 4.6: Reduction in Energy Charges. On an annual basis ~~during the Ramp Period~~,[15] Customer shall have the right to request that NV Energy reduce the then-applicable load factor used to calculate the Minimum Energy under this Agreement (a "Load Factor Reduction"). Any such request shall be made by Customer by providing NV Energy with written notice of same on or prior to October 1 of the applicable calendar year ~~during the Ramp Period~~, with the requested Load Factor Reduction to be effective ~~as of the date that is~~ no later than eighteen (18) months after NV Energy's receipt of such written notice. If NV Energy determines, in its ~~sole~~ reasonable discretion, that all or part of such requested Load Factor Reduction can be accommodated, NV Energy shall provide written notice to Customer confirming the amount, if any, of the Load Factor Reduction that NV Energy determines that it can accommodate. If the Load Factor Reduction that NV Energy determines that it can accommodate, if any, would result in a decrease in NV Energy's costs (associated with providing bundled retail electric service pursuant to and in accordance with this Agreement) commencing as of the date that is eighteen (18) months after NV Energy's receipt of the written notice described in the second sentence above, NV Energy will implement any such Load Factor Reduction as of such date solely for purposes of calculating the Minimum Energy under this Agreement.

30. Section 5.1(b): Market-Based Energy Product. During the Short-Term Energy Supply Period, NV Energy in its ~~sole~~ reasonable 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.

[15] Note to Draft: Load factor adjustments should be allowed at any time during the term, and NVE must be acting reasonably when approving any such adjustments. See previous comment regarding unjustified load factor.

31. Section 5.1(c): Alternative Option Short-Term Energy Products. Notwithstanding Section 5.1(b) above, during the Short-Term Energy Supply Period, NV Energy in its reasonable ~~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~~ are provided in Exhibit A.

32. Section 5.1(d): Change in Energy Products. If NV Energy, in its reasonable ~~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.

33. Delete Section 5.1(e) Curtailment during Grid Emergency. As drafted, this allows open-ended curtailment up to 100% at EEA1 with no prior notice during the Short-Term Energy Supply Period. NV Energy does not have authority to curtail firm load before EEA3, and this is not an interruptible agreement.

34. Delete Section 5.2(b) Long-Term Energy Rate Adjustment. NVE must seek PUCN approval for all charges imposed on Customers. A blanket adjustment of the Long-Term Energy Rate essentially allows NVE to impose uncapped, non-PUCN approved charges from Customer. Customer has no opportunity to challenge or otherwise control its costs. Further, this does not allow any cost savings opportunities to be passed through to Customer. Only cost increases.

35. Section 5.4: Effect of Termination of Resource Procurement Agreement or Failure of Generating Facility to Deliver Energy and Capacity. NVE has an obligation to serve all

customers in its service territory. NVE should not be excused from that obligation for failure to obtain regulatory approval.

36. Section 5.5. Effect of Replacement Procurement Agreement or Replacement Generating Facility. Add new subsection (e): In the event that (x) the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) is terminated or (y) the Generating Facility or the Alternative Generating Facility (as applicable) is not delivering the expected energy and capacity, the Long-Term Energy Rate shall be adjusted to reflect any damages (including liquidated damages) or payments received by NV Energy pursuant to such Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable).

37. Section 5.5(c): if the Resource Procurement Agreement or the Alternative Resource Procurement Agreement (as applicable) was terminated during the Short-Term Energy Supply Period, ~~each of the Parties~~Customer shall have the right to terminate this Agreement upon written notice to ~~the other Party~~NV Energy, and Customer shall be liable for its payment obligations that arose prior to the date of termination; for the avoidance of doubt, if this Agreement is terminated pursuant to this Section 5.5(b)(ii), Customer shall not be liable for the payment of the Termination Payment pursuant to Section 3.3 and[16]

38. Section 5.5(d): if after achieving commercial operation the Generating Facility or the Alternative Generating Facility (as applicable) was not delivering the expected 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 elects to terminate~~s~~ 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~~.

39. Section 6.1(a): ESA Customer Security. Promptly, and in any event not more than ~~fifteen~~ thirty (~~15~~30)[17] Business Days, after the PUCN Approval Date, Customer shall provide to NV Energy, and thereafter maintain, financial security for its obligations under this Agreement in an amount equal to ~~the sum of the aggregate applicable Minimum Demand and Minimum Energy *multiplied by* the ESA Overall Rate for the remaining Term~~fifty percent (50%) of the net present value of the Termination Payment,[18] 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

[16] Note to Draft: NVE has an obligation to serve all customers in its service territory. NVE should not have ability to terminate service agreement in this instance. Further, NVE has sole control of PUCN approvals, Customer should not bear the risk of NVE's failure to obtain resource approval and should not be penalized for its failure to do so.

[17] Note: Given the quantum of ESA Customer Security requested by NVE, Customers need a reasonable amount of time to post the security.

[18] Note to Draft: Proposed ESA Customer Security amount grossly exceeds NVE's risk associated with serving Customer. Such amount exceeds actual costs of building new generation and industry standards for large load customs. Security based on the Termination Payment calculation, net of expected mitigations, is consistent with industry standards.

(B) not lower than "A3" from Moody's Investor Services, Inc. (or any successor), ~~and~~ or (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.

40. Section 6.1(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, (iv) a guaranty from a tenant (or tenant parent) of Customer who satisfies the Creditworthiness Requirements in form and substance reasonably satisfactory to NV Energy or (v) a surety bond 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.[19]

41. Section 9.2: 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 except as otherwise permitted by law or this Agreement.

42. Section 10.1(a): Customer has limited recourse if NVE fails to perform its obligations under this Agreement. Customers should have the right to pursue damages against NVE's upstream entities in the event of material underperformance by NVE.

43. Section 10.3: Add new subsection (c): 704B Service. From and after the expiration or earlier termination of the Term of this Agreement, NV Energy shall not pursue, recommend, support or advocate before the PUCN that Customer should be required to pay any impact fee or oppose a NRS Chapter 704B Application filed by Customer should Customer seek retail electric service from an alternative service provider under NRS Chapter 704B or any other then-applicable provision of the NRS that would allow Customer to receive retail electric service from an alternative energy provider, with respect to Customer's Project.

[19] Note to Draft: Customers should be able to post a surety bond and a guaranty from its own creditworthy customer.

PUCN Docket No. 26-04026
SV RNO Property Owner 1, LLC's Response to Staff Data Request Nos. 4-7
Dated: June 8, 2026

Request No: Staff - 5	**Request Date:** May 21, 2026
Requester: Sinclair	**Responder:** Dallas Harris Davison Van Cleve, P.C. 4675 W. Teco Ave., Suite 230 Las Vegas, NV 89118 Tel: (725) 735-1718 dah@dvclaw.com *Attorney for SV RNO Property Owner 1, LLC*

Reference: Application page 13, lines 5-19 (The Need to Ensure Reliable Service)

Question:

The Application's page 13, lines 5-19 discusses the need to ensure reliable service. Please describe the extent to which the South Valley Temporary Power Generation Facility will enhance the reliability of utility service in Nevada.

RESPONSE CONFIDENTIAL? No.

Response to Staff - 5:

The South Valley Temporary Power Generation Facility enhances the reliability of utility service in Nevada in several meaningful respects.

First, the Project defers 144 MW of load that would otherwise need to be served by NV Energy's system during a period of significant capacity constraint. Data center growth in the Tahoe-Reno Industrial Center is outpacing the pace at which NV Energy can construct permanent generation and transmission infrastructure to serve new large industrial loads. By meeting the Applicant's near-term power needs through on-site self-generation, the Project keeps 144 MW off the utility grid at precisely the time when NV Energy's system is under the greatest strain from rapid load growth. That load deferral preserves existing generation and transmission capacity for NV Energy's current customers, reducing the risk of reliability degradation that could result from adding large new loads to an already-constrained system.

Second, the Project addresses a documented infrastructure pacing problem that itself poses a reliability risk. NV Energy has acknowledged that it cannot currently deliver permanent utility service to the South Valley data center campus. If the Applicant were forced to wait for permanent utility interconnection before commencing operations, the result would not simply be a delay; it would mean that when NV Energy's infrastructure does come online, a large block of pent-up demand would arrive on the system simultaneously rather than being phased in gradually. The Project enables an orderly transition by allowing the Applicant to begin operations now through self-generation and then migrate to permanent utility service incrementally as NV Energy's infrastructure becomes available. This phased approach avoids the reliability risks associated with sudden, large-scale load additions.

Third, the Project functions as a reliability bridge that ensures the Applicant's future utility load transfers to NV Energy's system in an orderly manner. The Applicant has applied for and is pursuing permanent utility interconnection. The Project is temporary by design; it will remain in operation only until NV Energy can deliver permanent service. When that transition occurs, the load will shift from self-generation to utility service under controlled conditions, supporting rather than straining system reliability.

PUCN Docket No. 26-04026 and 26-04027
Response to NCARE Data Request Nos. 2-1 through 2-23

Dated: June 25, 2026

Request No: NCARE 2-22 **Request Date:** June 22, 2026

Requester: George Cavros **Responder:** Curt Ledford

Question:

Please explain how the South Valley Facility represents the minimum adverse effect on the environment, including:

(a) The state of available technology;

(b) The nature of alternatives; and

(c) The economics of various alternatives.

RESPONSE CONFIDENTIAL? No

Response and Objection to NCARE 2-22:

(a) The generation engines are subject to and will comply with the federal New Source Performance Standards for Stationary Spark Ignition Internal Combustion Engines, 40 C.F.R. Part 60, Subpart JJJJ (NSPS JJJJ). The emission controls incorporated into the Project represent the current state of available technology for this class of engines and exceed applicable state and federal emission requirements. The Project's anticipated emissions of NOx, CO, and VOC will be substantially below the NSPS JJJJ emission limits.

Applicants object to subparts (b) and (c) as overbroad, unduly burdensome, and seeking confidential and trade secret information. Subpart (b) asks Applicants to explain “the nature of alternatives” without specifying which alternatives, what level of detail is required, or what time period is relevant, rendering the request unlimited in scope and requiring Applicants to reconstruct every alternative technology or siting evaluation, however preliminary or informal, that occurred during project development. Subpart (c) similarly asks Applicants to address “the economics of various alternatives” without defining the universe of alternatives to be addressed or the level of economic analysis required. To the extent comparative economic analyses of alternatives do not exist as discrete, producible documents, these subparts improperly require Applicants to create new work product rather than produce existing information.

PUCN Docket No. 26-04026 and 26-04027
Response to NCARE Data Request Nos. 2-1 through 2-23

Dated: June 25, 2026

The information sought in subparts (b) and (c) is substantially the same as that sought, and objected to, in NCARE 2-10. Applicants' objection to NCARE 2-10 is incorporated herein by reference. To the extent responsive documents do exist, they contain proprietary financial analyses, vendor pricing, and internal cost modeling that constitute confidential commercial information and trade secret material. The Applicants' evaluation of and decisions regarding alternatives were the result of confidential and private business deliberations. Disclosure of this information could allow third parties to reverse-engineer Applicants' internal decision-making and create economic harm to Applicants' competitive position.

NCARE 2-22(b) and (c) therefore exceed the permissible scope of NAC 703.680. They are overbroad and unduly burdensome, and they seek confidential, proprietary, and trade secret information whose disclosure could harm Applicants.

PUCN Docket No. 26-04026 and 26-04027
Response to NCARE Data Request Nos. 2-1 through 2-23

Dated: June 25, 2026

Request No: NCARE 2-23 **Request Date:** June 5, 2026

Requester: George Cavros **Responder:** Curt Ledford

Question:

Please explain how the Peru Ridge Facility represents the minimum adverse effect on the environment, including:

(a) The state of available technology;

(b) The nature of alternatives; and

(c) The economics of various alternatives.

RESPONSE CONFIDENTIAL? No

Response and Objection to NCARE 2-23:

(a) The generation engines are subject to and will comply with the federal New Source Performance Standards for Stationary Spark Ignition Internal Combustion Engines, 40 C.F.R. Part 60, Subpart JJJJ (NSPS JJJJ). The emission controls incorporated into the Project represent the current state of available technology for this class of engines and exceed applicable state and federal emission requirements. The Project's anticipated emissions of NOx, CO, and VOC will be substantially below the NSPS JJJJ emission limits.

Applicants object to subparts (b) and (c) as overbroad, unduly burdensome, and seeking confidential and trade secret information. Subpart (b) asks Applicants to explain "the nature of alternatives" without specifying which alternatives, what level of detail is required, or what time period is relevant, rendering the request unlimited in scope and requiring Applicants to reconstruct every alternative technology or siting evaluation, however preliminary or informal, that occurred during project development. Subpart (c) similarly asks Applicants to address "the economics of various alternatives" without defining the universe of alternatives to be addressed or the level of economic analysis required. To the extent comparative economic analyses of alternatives do not exist as

PUCN Docket No. 26-04026 and 26-04027
Response to NCARE Data Request Nos. 2-1 through 2-23

Dated: June 25, 2026

discrete, producible documents, these subparts improperly require Applicants to create new work product rather than produce existing information.

The information sought in subparts (b) and (c) is substantially the same as that sought, and objected to, in NCARE 2-10. Applicants' objection to NCARE 2-10 is incorporated herein by reference. To the extent responsive documents do exist, they contain proprietary financial analyses, vendor pricing, and internal cost modeling that constitute confidential commercial information and trade secret material. The Applicants' evaluation of and decisions regarding alternatives were the result of confidential and private business deliberations. Disclosure of this information could allow third parties to reverse-engineer Applicants' internal decision-making and create economic harm to Applicants' competitive position.

NCARE 2-23(b) and (c) therefore exceed the permissible scope of NAC 703.680. They are overbroad and unduly burdensome, and they seek confidential, proprietary, and trade secret information whose disclosure could harm Applicants.

PUCN Docket No. 26-04026 and 26-04027
PR RNO Property Owner 1, LLC's Objections to NCARE's Data Requests Nos. 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8, 1-9, 1-10, 1-21, 1-22, and 1-23.

Further, Applicant objects on the grounds that it seeks privileged, confidential, proprietary and/or trade secret information that is not available to the public. The generation technology identified in this Application was the result of a confidential and private business decision of the Applicant, which is relevant to Applicant's competition. If third-parties were able to "reverse-engineer" or have any insight into this decision making, it could impact Applicant's positioning *vis a vis* its competition and create an economic harm to Applicant. It is therefore privileged, confidential, proprietary and/or trade secret information that is not available to the public, disclosure of which could harm Applicant or put Applicant in a competitive disadvantage.

Finally, Applicant's reasoning for selecting the technologies identified in the Application is simply not relevant to the permit application requested in this proceeding. The Commission is going to evaluate this application and the technology chosen in accordance with NRS 704.890(1), regardless of the reasoning behind Applicant's business decision.

NCARE 1-21 therefore exceeds the permissible scope of NAC 703.680 and NRCP 26(b)(1). It is not information that has any tendency to make the existence of any fact that is of consequence to the determination of the action more or less probable than it would be without the evidence and is directly related to the subject matter of the proceeding. It is also vague and unduly burdensome, and it constitutes confidential, proprietary and privileged information that is not publicly available that constitutes a trade secret to Applicant.

NCARE 1-22

NCARE 1-21 requests a "list and description of all the renewable energy or clean generation technologies the Applicant's analyzed for use at the South Valley Facility and at the Peru Ridge Facility."

Applicant objects to this discovery request because it seeks information that is not relevant to the UEPA application, and also seeks privileged, confidential, proprietary and/or trade secret information that is not available to the public.

Applicant's reason for the objection is grounded in the same reasoning as for NCARE 1-21 above, and the objection to NCARE 1-21 is therefore incorporated herein.

NCARE 1-22 therefore exceeds the permissible scope of NAC 703.680. It is not information that has any tendency to make the existence of any fact that is of consequence to the determination of the action more or less probable than it would be without the evidence and is directly related to the subject matter of the proceeding. It is also confidential, proprietary and privileged information that is not publicly available that constitutes a trade secret to Applicant.

NCARE 1-23

NCARE 1-23 inquires about Applicant's intent to meet the RPS.

Applicant objects to this discovery request because it seeks information that is not relevant to the

PUCN Docket No. 26-04026 and 26-04027
PR RNO Property Owner 1, LLC's Objections to NCARE's Data Requests Nos. 1-2, 1-3, 1-4, 1-5, 1-6, 1-7, 1-8, 1-9, 1-10, 1-21, 1-22, and 1-23.

UEPA application. The RPS under NRS 704.7821(1) attaches to 'each provider of electric service' and is measured by 'the total amount of electricity sold by the provider to its retail customers.' 'Provider of electric service' (NRS 704.7808) means an entity 'in the business of selling electricity to retail customers for consumption in this State.' A facility generating electricity exclusively for on-site consumption is not a provider, so the RPS does not apply, and the request falls outside the NRS 704.890(1) findings.

Applicant has concerns that NCARE is using this proceeding to advance policy initiatives that are outside the scope of this proceeding, and questions related to RPS are indicative of this concern. Again, the Commission should not allow an intervenor to use a UEPA proceeding that an applicant is captive to for policy related initiatives or data mining exercises. Discovery questions should only pertain and be relevant to the information required to be included in an application, and nothing further.

CERTIFICATE OF SERVICE

Docket No. 26-04026 and 26-04027

I hereby certify that I have on this date served the foregoing document upon all parties of record in this proceeding by electronic mail to the recipient's current electronic mail address:

Don Lomoljo Staff Counsel Division	PUCN	dlomoljo@puc.nv.gov pucn.sc@puc.nv.gov
Dallas Harris Shalini Sharma Curt Ledford	SV, PR RNO Property Owner 1, LLC	dah@dvclaw.com shalini.sharma@fleetdatacenters.com crl@dvclaw.com legal@fleetdatacenters.com
Fred Voltz	Fred Voltz	zebedee_177@yahoo.com
Skip Canfield	Nevada State Clearinghouse	nvclearinghouse@lands.nv.gov
Clyyne Cook	Qualus	clyyne.cook@qualuscorp.com
Patrick Woolsey	Sierra Club	patrick.woolsey@sierraclub.org
Robbin Palmer	Robbin Palmer	rpalmer@nnps.reno.nv.us
Bari Levinson	Bari Levinson	barilevinson@yahoo.com

DATED July 8, 2026.

Completed By:
/s/ Jeff Griffin
Program and Legal Assistant
Western Resource Advocates